

# SUPERIOR COURT

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

No.: 500-06-001073-200

DATE: April 5, 2023

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**BY THE HONOURABLE MARTIN F. SHEEHAN, J.S.C.**

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**ELISABETTA BERTUCCI**

Representative Plaintiff

v.

**SOCIÉTÉ DES LOTERIES DU QUÉBEC (LOTO-QUÉBEC)**

and

**LA SOCIÉTÉ DES CASINOS DU QUÉBEC INC.**

Defendants

and

**IGT CANADA SOLUTIONS ULC**

Impleaded Party

and

**FONDS D'AIDE AUX ACTIONS COLLECTIVES**

Impleaded Party

and

**LPC AVOCAT INC.**

Representative Plaintiff's Counsel

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**JUDGMENT ON APPLICATION TO APPROVE A CLASS ACTION SETTLEMENT  
AND FOR APPROVAL OF CLASS COUNSEL FEES**

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## **OVERVIEW**

[1] Plaintiff, Elisabetta Bertucci ("**Plaintiff**") requests that the Court:

- 1.1. approve the Settlement of the class action (the “**Settlement Agreement**”) that she reached with the defendants Société des Loteries du Québec (Loto-Québec) and La Société des Casinos du Québec Inc. (collectively, the “**Defendants**”);
- 1.2. approve the professional fees and disbursements of class counsel.

[2] The application is granted. The agreement is fair, equitable and in the best interests of the class members. Class counsel fees are justified by the circumstances and commensurate with the services rendered.

[3] The background is as follows.

**CONTEXT**

[4] On June 1, 2020 (amended on January 15, 2021), Plaintiff filed an application to authorize a class action against Defendants which alleged that until the evening of May 18, 2020, the Defendants’ Texas Hold’em platform allowed iPad users to see the two “pocket” cards of their opponent after a hand was over (even though the opponent did not want to show his/her cards).

[5] She alleged that this allowed players to acquire information about other players without their knowledge and therefore provided them with an unfair advantage over users using non-iOS devices (such as a laptop or desktop computer).

[6] While they denied the merits of the allegation, Defendants nonetheless consented to authorization on the basis that, if the allegations were presumed true, they did justify a cause of action.

[7] On February 10, 2021, the Court authorized the class action on behalf of the following group (the “**Class Members**”):

<p>All persons who, between July 9, 2019 and the date of publication of the notices to members of the judgment authorizing the class action [i.e. March 15, 2021], paid any sum of money to Loto-Quebec to play Texas Hold’em Poker on the OK Poker platform</p>	<p>Toutes les personnes qui, entre le 9 juillet 2019 et la date de publication des avis aux membres du jugement autorisant l’action collective [c-à-d le 15 mars 2021], ont payé un montant à Loto-Québec pour jouer au Poker Texas Hold’em sur la plateforme OK Poker</p>
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[8] On February 15, 2021, Plaintiff filed her Originating Application. Notices were sent to Class Members on March 15, 2021, indicating that they had until April 29, 2021, to opt-out. Two Class Members opted-out by this deadline.

[9] On March 31, 2021, Defendants added IGT Solutions Canada ULC (“**IGT**”) as Impleaded Party.

[10] On August 25, 2021, the parties participated in a confidential CRA presided by Justice Jean-François Buffoni, J.S.C., which was unsuccessful. However, they pursued their efforts and eventually a settlement was reached (the “**Settlement**”)<sup>1</sup> which the parties now ask the Court to approve.

[11] On December 20, 2022, the Court: (i) approved the form and content of the notices to advise the Class Members of a settlement approval hearing (the “**Settlement Pre-Approval Notices**”); (ii) set the deadline for Class Members to object to the Settlement on March 17, 2023; (iii) appointed Velvet Payments Inc. (the “**Claims Administrator**”) as the claims administrator; and (iv) scheduled the Settlement approval hearing on March 29, 2023.

[12] The Settlement Pre-Approval Notices were sent in accordance with the Court’s decision. In particular, they were sent to each of the 24,546 Class Members by email to the email address associated with their Espacejeux account<sup>2</sup> as well as to the people who had previously registered on the class action’s dedicated webpage (<https://lpclex.com/poker/>) at the time of the judgment approving the Settlement Pre-Approval Notices.

## **ANALYSIS**

[13] A class action is a proceeding in which one person, the representative, sues on behalf of all members of a class who have a similar claim. Since the class representative is not specifically mandated to act on behalf of these members, prior authorization from the court is required before a class action can be filed.<sup>3</sup>

[14] Once a class action is authorized, the court continues to look out for the interests of absent class members.<sup>4</sup>

[15] The absence of a specific mandate for the representative and the court’s duty to look after the interests of the members underline the need for court approval of:

- 15.1. a settlement or discontinuance of the class action; and
- 15.2. class counsel fees, even when there is a fee agreement in place between the representative and class counsel.

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<sup>1</sup> Exhibit R-1.

<sup>2</sup> Sworn declaration of Mr. Loïc Brignou dated March 28, 2023.

<sup>3</sup> *L’Oratoire Saint-Joseph du Mont-Royal c. J.J.*, 2019 CSC 35, para. 6.

<sup>4</sup> *Option Consommateurs c. Banque Amex du Canada*, 2018 QCCA 305, paras. 61 and 84; Luc CHAMBERLAND, Jean-François ROBERGE, Sébastien ROCHETTE and al., *Le grand collectif: Code de procédure civile: commentaires et annotations*, 5<sup>th</sup> ed., volume 2, Montréal, Éditions Yvon Blais, 2020; Pierre-Claude LAFOND, *Le recours collectif, le rôle du juge et sa conception de la justice : impact et évolution*, Cowansville, Éditions Yvon Blais, 2006, pp. 44 to 53.

[16] In approving a settlement or class counsel fees, the court must always keep in mind the social objectives of the class action procedure: to facilitate access to justice, to modify harmful conduct and to conserve judicial resources.<sup>5</sup>

## 1. **IS THE PROPOSED SETTLEMENT AGREEMENT FAIR, EQUITABLE AND IN THE BEST INTERESTS OF CLASS MEMBERS?**

### 1.1 **Applicable Law**

[17] Article 590 of the *Code of Civil Procedure* (“**C.C.P.**”) provides that class action settlement is subject to the approval of the court.

[18] Although article 590 C.C.P. does not set out specific criteria, it is now well recognized that the role of the court in approving a settlement is to ensure that it is fair, equitable and in the best interests of the class members.<sup>6</sup> In doing so, the court must weigh the respective benefits and disadvantages of the settlement agreement for the class members.<sup>7</sup> It must also keep in mind the initial objectives of the proceeding and compare them against the actual benefits the class members obtain as a result of the settlement agreement.<sup>8</sup> Finally, the court must ensure that the integrity of the judicial process is maintained.<sup>9</sup>

[19] Quebec courts have identified the following criteria for approval of a class-action settlement:

- 19.1. the likelihood of success of the action;
- 19.2. the importance and nature of the evidence adduced;
- 19.3. the terms and conditions of the settlement;
- 19.4. the recommendation of counsel and their experience;
- 19.5. the cost of future expenses and the probable duration of the litigation;

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<sup>5</sup> *L’Oratoire Saint-Joseph du Mont-Royal c. J.J.*, *supra*, note 3, para. 6; *Abihisira c. Stubhub inc.*, 2020 QCCS 2593, para. 24.

<sup>6</sup> *Option Consommateurs c. Banque Amex du Canada*, *supra*, note 4, para. 84; *Allen c. Centre intégré universitaire de santé et de services sociaux de la Capitale-Nationale*, 2018 QCCS 5313, para. 55; *Jacques c. 189346 Canada inc. (Pétroles Therrien inc.)*, 2017 QCCS 4020, para. 8 (Application for approval of a second settlement agreement and attorneys’ fees granted, 2020 QCCS 319); *Bouchard c. Abitibi-Consolidated*, J.E. 2004-1503 (C.S.), para. 16; L. CHAMBERLAND, J.-F. ROBERGE, S. ROCHETTE and al., *supra*, note 4.

<sup>7</sup> *Option Consommateurs c. Banque Amex du Canada*, *supra*, note 4, para. 84; *Conseil québécois sur le tabac et la santé c. JTI-MacDonald Corp.*, 2011 QCCS 4981, para. 49.

<sup>8</sup> *Arrouart c. Anacolor inc.*, 2019 QCCS 4795, para. 20.

<sup>9</sup> Catherine PICHE, *Le règlement à l’amiable de l’action collective*, Cowansville, Éditions Yvon Blais, 2014, pp. 164, 191 and 192.

19.6. the number and nature of objections to the settlement agreement; and

19.7. the good faith of the parties and the absence of collusion.

[20] Courts must encourage negotiated settlements, as this is generally in the best interests of the parties. Early resolution of disputes promotes access to justice. It avoids lengthy and costly trials, which contributes to the saving of judicial resources. These benefits are consistent with the objective set out in the opening provision of the C.C.P., which states that: “This Code is designed to provide, in the public interest, means to prevent and resolve disputes and avoid litigation through appropriate, efficient and fair-minded processes that encourage the persons involved to play an active role.”<sup>10</sup>

[21] The agreement does not have to be perfect. It should be remembered that a settlement negotiated to avoid the risks and costs of litigation necessarily involves some give and take from all parties. Furthermore, since settlement discussions are protected by privilege, the reasons for these compromises are not always disclosed.<sup>11</sup>

## 1.2 Discussion

[22] Applying the above criteria, it must be concluded that the Settlement submitted to the Court is fair, reasonable and in the interest of the Class Members.

[23] The Court approves it.

### 1.2.1 The Likelihood of Success of the Class Action and the Cost of Future Expenses and the Probable Duration of the Litigation

[24] When analyzing the likelihood of success, the court’s role is not to decide which party would have prevailed at trial.<sup>12</sup> It must be kept in mind that settlements often occur because the parties wish to avoid creating a precedent.

[25] It thus suffices to establish that there were certain obstacles to the eventual success of the action. Potential issues include the difficulty to prove damages, the definition of eligible class members. In the event of a favourable judgment appeals could have further delayed compensation.

[26] Indeed, while Plaintiff maintains that her action is well founded, Defendants deny her claims and allegations. The Settlement is made without admission of liability or wrongdoing.<sup>13</sup>

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<sup>10</sup> L. CHAMBERLAND, J.-F. ROBERGE, S. ROCHETTE and al., *supra*, note 4.

<sup>11</sup> *Option Consommateurs c. Banque Amex du Canada*, *supra*, note 4, para. 84; *Halfon c. Moose International Inc.*, 2017 QCCS 4300, para. 23; *Option Consommateurs c. Infineon Technologies, a.g.*, 2013 QCCS 1191, paras. 39 and 40.

<sup>12</sup> *Picard c. Ironman Canada inc.*, 2022 QCCS 2218, para. 31.

<sup>13</sup> Preamble “F” and “Q” as well as clauses 7, 49 and 50 of the Settlement.

[27] The parties would thus have engaged into a serious, costly and contradictory debate to determine whether the Defendants and/or the Impleaded Party committed any fault and caused damages to the Class Members.

[28] Plaintiff had already consulted two experts (a behavioural economist and a forensic accountant) in this regard. IT and computer forensic experts would also need to be hired on both sides.

[29] Resolution of the matter could have been postponed several years.

### 1.2.2 The Importance and Nature of the Evidence Adduced thus Far

[30] The parties entered into a confidential mediation process, prior to which Defendants provided information to Plaintiff on a confidential basis.

[31] Plaintiff's counsel examined a representative of Defendants.

[32] Thus, the Settlement was reached on an informed basis.

### 1.2.3 The Terms and Conditions of the Settlement

[33] The Settlement provides for a payment of \$300,000 broken down as follows:

33.1. a guaranteed value of the compensation offered to class members of \$171,822.00 (section 37 of the Settlement);

33.2. \$103,447.50 (i.e. \$90,000 before taxes) for class counsel fees and disbursements; plus

33.3. \$24,700.50 (i.e. \$21,483.36 plus taxes) for claims administration costs, which may be more, in which case class counsel will assume the difference from their fees.

[34] The guaranteed net amount of \$171,822.00 will be divided equally between Class Members through a cheque or a credit, up to a maximum of \$45.00 per Class Member.

[35] The claims process is very user-friendly and simple. To submit a claim, Class Members need to simply click on the hyperlink in the approval notice email.<sup>14</sup> The claims process does not require Class Members to submit or provide documentation.

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<sup>14</sup> Annex B to the Settlement.

1.2.4 The Recommendation of Counsel and their Experience as well as the Good Faith of the Parties and the Absence of Collusion

[36] The Settlement was reached between experienced counsel at arm's length and in good faith.

[37] The negotiations that led to the Settlement were adversarial and drawn out.

[38] There has been no hint of collusion.

1.2.5 The Number and Nature of Objections to the Transaction

[39] The deadline to object to the Settlement was March 17, 2023.

[40] Only two Class members submitted objections<sup>15</sup> out of the 24,546 Class Members who were sent an email.

[41] Both objectors claim to have incurred important losses on Defendants' platform but neither of them was able to link these losses to an alleged flaw in the platform.

[42] The very low percentage of objections does not prevent settlement approval.<sup>16</sup>

[43] Several Class Members contacted Class Counsel in support of the Settlement.

[44] An additional two Class Members sent opt-out requests.<sup>17</sup> The Court will deal with these requests under question No. 3, below.

[45] The Fonds d'aide aux actions collectives supports the Motion.

**1.3 Conclusion**

[46] A review of the applicable criteria supports the approval of the Settlement.

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<sup>15</sup> Exhibit R-2.

<sup>16</sup> *Holcman c. Restaurant Brands International Inc.*, 2022 QCCS 3428, para. 92; *Vitoratos c. Takata Corporation*, 2021 QCCS 231, para. 34; *Schachter c. Toyota Canada inc.*, 2014 QCCS 802, paras. 94 to 97.

<sup>17</sup> Exhibit R-4.

## **2. ARE CLASS COUNSEL FEES FAIR, REASONABLE AND IN THE BEST INTERESTS OF CLASS MEMBERS?**

### **2.1 Applicable Law**

[47] Article 593 C.C.P. imposes a duty on the court to ensure that the fees of class counsel are in the interests of the class members, fair and reasonable, justified by the circumstances and commensurate with the services rendered.<sup>18</sup>

[48] Thus, while the existence of an agreement between the representative and his or her counsel remains relevant to the issue and benefits from a presumption of validity,<sup>19</sup> that agreement is not binding on the court, whose role it is to determine the fees of the class counsel.<sup>20</sup>

[49] Thus, the court should not hesitate to review these fees in light of their real value, to arbitrate them and to reduce them if they are unnecessary, excessive, or out of proportion to what the class is receiving under the settlement.<sup>21</sup>

[50] In assessing the fairness and proportionality of fees, the case law confirms that the court may be guided by the criteria set out in s. 102 of the *Rules of Professional Conduct for Advocates*:<sup>22</sup>

- 50.1. experience;
- 50.2. the time and effort required and expended on the matter;
- 50.3. the difficulty of the matter;
- 50.4. The importance of the matter to the client;
- 50.5. The responsibility assumed;
- 50.6. The provision of professional services that are unusual or require special skill or exceptional promptness
- 50.7. the result achieved;
- 50.8. fees provided for by law or regulation; and
- 50.9. disbursements, fees, commissions, rebates, expenses or other benefits that

<sup>18</sup> *Option Consommateurs c. Banque Amex du Canada*, *supra*, note 4, para. 60.

<sup>19</sup> *Ibid*, para. 66.

<sup>20</sup> *Ibid*, para. 61; article 32 of the *Act respecting the fonds d'aide aux actions collectives*, RLRQ, c. F-3.2.0.1.1.

<sup>21</sup> *Apple Canada Inc. c. St-Germain*, 2010 QCCA 1376, para. 36.

<sup>22</sup> *Code of Professional Conduct of Lawyers*, RLRQ, c. B-1, r. 3.1, art. 101 and 102.



are or will be paid by a third party in connection with the client's mandate.

[51] In a class action, given the role of the court to act as a guardian of the interests of class members, the views of those members must also be considered.

## 2.2 Discussion

[52] The agreement between the Plaintiff and Class Counsel provided for a fee of 30% plus tax. While on the high end of the bracket, this percentage, in the present circumstances is reasonable given the low overall value of the Settlement. Indeed, when the value of the settlement is low, applying a higher percentage may be warranted to avoid undercompensating Class Counsel.<sup>23</sup>

[53] Class Counsel request that this 30% be applied to the total value of the Settlement, including administration fees and disbursements, which would amount to a fee of \$90,000.

[54] Normally, the Court would not include settlement administration costs in the settlement amount to which the percentage is applied. Nonetheless, these costs are not significant in this matter. Moreover, the Court would have allowed reimbursement of disbursements in addition to the Class Counsel fee which here are included in the \$90,000. Finally, if the administration costs exceed \$21,483.36, they will be assumed by Class Counsel.

[55] The Court must also consider the value of the time that counsel spent on the litigation which exceeds the amount that is claimed. Counsel's efforts were spread out over three years and include the preparation and conducting of Defendant's deposition, answering a written examination of Plaintiff, consulting with experts, attending a mediation, etc. Class Counsel will also need to assist the Class Members during the distribution phase.

[56] The Court prefers a holistic rather than a mathematical approach. Using such an approach a fee of \$90,000 is certainly fair and reasonable.

[57] The case was important for the 24,546 Class Members. Without a class action, most members would have received no compensation.

[58] The difficulty of the issues raised, the risk involved, the result obtained, and the experience of Class Counsel has already been commented on.

[59] None of the objectors opposed the Class Counsel fees.

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<sup>23</sup> *Chetrit c. Société en commandite Touram*, 2020 QCCS 51, para. 37.

[60] The analysis of all relevant criteria leads to the conclusion that these fees are fair and reasonable.

**3. SHOULD THE TWO CLASS MEMBERS WHO SENT EXCLUSIONS NOTICES AFTER RECEIVING THE SETTLEMENT PRE-APPROVAL NOTICE BE ALLOWED TO OPT-OUT OF THE CLASS?**

[61] When a class action is authorized, the court must order the publication or transmission of notices to class members.<sup>24</sup> These notices must include, among other things:

- 61.1. a description of the affected class;
- 61.2. the principal issues raised by the class action and the conclusions sought;
- 61.3. the name of the representative plaintiff, the name and address of his or her counsel and the district in which the class action will be brought;
- 61.4. the right of class members to opt out of the class, the procedure to be followed and the time limit for opting out.

[62] The Court authorized the class action in February 2021.<sup>25</sup> The authorization judgment contains the following conclusions:

<p>[20] <b>DÉCLARE</b> que, à moins d'exclusion, les Membres du groupe seront liés par tout jugement à être rendu concernant l'action collective de la manière prévue par la loi;</p>	<p><b>DECLARES</b> that all members of the Class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by law;</p>
<p>[21] <b>FIXE</b> le délai d'exclusion à quarante-cinq (45) jours après la date de publication de l'avis aux membres, délai à l'expiration duquel les membres du groupe qui ne se seront pas prévalus des moyens d'exclusion seront liés par tout jugement à intervenir;</p>	<p><b>FIXES</b> the delay of exclusion at forty-five (45) days from the date of the publication of the notice to the Class Members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;</p>

<sup>24</sup> Article 576 C.C.P.

<sup>25</sup> *Bertucci c. Société des loteries du Québec inc. (Loto-Québec)*, 2021 QCCS 348.

[63] The notices were sent on March 15, 2021, to the email address in the Class Member's account on lotoquebec.com. Thus, the deadline to opt out of the class action was April 1, 2021. Two Class Members excluded themselves from the class action prior to the exclusion deadline.<sup>26</sup>

[64] Article 580 C.C.P. states that “[a] class member who wishes to opt out of the class [...] is required to so inform the court clerk before the time limit for doing so has expired”.

[65] Article 576 C.C.P. states that “[t]he time limit for opting out is a strict time limit, although a class member, with leave of the court, may opt out after its expiry on proving that it was impossible in fact for the class member to act sooner”.

[66] This echoes the general rule set out in article 84 C.C.P. which provides that: “A time limit described by this Code as a strict time limit cannot be extended unless the court is convinced that it was impossible in fact for the party concerned to act sooner”.

[67] After reviewing the above legislative provisions, Justice Gagnon, j.s.c. recently summarized the applicable law regarding an exclusion request sent after the exclusion deadline:<sup>27</sup>

67.1. A person who wishes to opt-out of a class action after the expiry of the exclusion deadline must show that they were, in fact, unable to act before the deadline;

67.2. Impossibility to act is determined on a case-by-case basis, so that a member wishing to opt-out must establish his or her particular case;<sup>28</sup>

67.3. A person claiming inability to act must show that he or she acted diligently upon becoming aware of the missed deadline;<sup>29</sup>

67.4. Negligence or sloppiness may justify refusing permission to opt-out;<sup>30</sup>

67.5. Impossibility to act is a question of fact for which the court must use its discretionary power to assess the circumstances.<sup>31</sup>

[68] As the Court of appeal observes:

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<sup>26</sup> Exhibit R-3.

<sup>27</sup> *Charbonneau c. Apple Canada inc.*, 2023 QCCS 329, paras. 9 to 14. See also *Falardeau c. Station Mont-Sainte-Anne inc.*, 2022 QCCS 5032, paras. 23 to 28; Bruce JOHNSTON et Yves LAUZON, *Traité pratique de l'action collective*, Montréal, Éditions Yvon Blais, 2021, para. 6.2.2.1.1.1.

<sup>28</sup> *Cie de matériaux de construction BP Canada c. Fitzsimmons*, 2017 QCCA 1329, para. 51.

<sup>29</sup> *Air Canada c. Agence du revenu du Québec*, 2016 QCCA 710, para. 22.

<sup>30</sup> *Constructions Stéphane Poulin inc. c. Gestion immobilière Reevac inc.*, 2020 QCCS 922, paras. 78 and 79.

<sup>31</sup> *Fédération québécoise du loisir littéraire c. Shelton*, 2020 QCCA 899, paras. 14 and 15.

[47] [...] Un membre n'est pas obligé d'être partie à une action collective. Il lui est loisible de s'en exclure et ainsi de conserver sa pleine liberté de contracter et de convenir d'une transaction avec l'autre partie jusqu'à l'expiration du délai fixé pour s'exclure. À l'inverse, celui qui décide de ne pas s'exclure de l'action collective est soumis aux règles gouvernant ce véhicule, notamment celle de l'article 590 C.p.c., qui assujettit la validité de la transaction à l'approbation du tribunal.<sup>32</sup>

[69] Thus, an opt-out notice sent after the exclusion deadline is of no effect.

[70] While a class member may present a motion to be allowed to opt-out after the deadline, such a motion would have to allege why the member could not act prior to the deadline and show that they acted diligently after becoming aware of its expiry.

[71] No such motion was presented and thus the Court is not seized of this question.

[72] For the time being, the Court will limit itself to confirming the exclusion of the two Class Members who submitted exclusion requests prior to the expiry of the exclusion deadline.

### **CONCLUSION**

[73] The Settlement including the Class counsel fee is approved.

[74] In the absence of a motion to authorize the opting-out of Class Members after the exclusion deadline of April 1, 2022, the Court considers any notice sent after the exclusion deadline to be invalid.

### **FOR THESE REASONS, THE COURT:**

<b>PAR CES MOTIFS, LE TRIBUNAL :</b>	<b>FOR THESE REASONS, THE COURT:</b>
[75] <b>ACCUEILLE</b> la demande en approbation de la transaction et en approbation des honoraires des avocats du groupe;	<b>GRANTS</b> the Application to Approve a Class Action Settlement and for Approval of Class Counsel's Fees;
[76] <b>DÉCLARE</b> que les définitions contenues dans l'Entente de Règlement s'appliquent et sont incorporées au présent jugement et en conséquence, en font partie intégrante, étant entendu que les définitions lient les parties à la transaction;	<b>DECLARES</b> that the definitions set forth in the Settlement apply to and are incorporated into this judgment, and as a consequence shall form an integral part thereof, being understood that the

<sup>32</sup> *Trottier c. Canadian Malartic Mine*, 2018 QCCA 1075, para. 47.

	definitions are binding on the parties to the Settlement;
[77] <b>APPROUVE</b> la transaction conformément à l'article 590 du <i>Code de procédure civile du Québec</i> et <b>ORDONNE</b> aux parties de s'y conformer;	<b>APPROVES</b> the Settlement as a transaction pursuant to article 590 of the <i>Code of Civil Procedure</i> and <b>ORDERS</b> the parties to abide by it;
[78] <b>DÉCLARE</b> que la transaction (incluant son préambule et ses annexes) est juste, raisonnable et qu'elle est dans l'intérêt fondamental des Membres du Groupe et qu'elle constitue une transaction en vertu de l'article 2631 du <i>Code civil du Québec</i> , qui lie toutes les parties et tous les Membres du Groupe, tel qu'énoncé aux présentes;	<b>DECLARES</b> that the Settlement (including its Preamble and its Schedules) is fair, reasonable and in the best interest of the Class Members and constitutes a transaction pursuant to article 2631 of the <i>Civil Code of Quebec</i> , which is binding upon all parties and all Class Members set forth herein;
[79] <b>DÉCLARE</b> que Dave Lajoie et Alexandre Léonard sont valablement exclus de la présente action collective et qu'ils ne sont pas liés par la transaction et ne peuvent bénéficier de ses effets;	<b>DECLARES</b> that Dave Lajoie and Alexandre Léonard are validly excluded from the present class action and that they are not bound by the Settlement and may not benefit from its terms;
[80] <b>ORDONNE ET DÉCLARE</b> que le présent jugement, incluant l'Entente de Règlement, lie chaque Membre du Groupe qui ne s'est pas exclu avant le délai d'exclusion;	<b>ORDERS AND DECLARES</b> that this judgment, including the Settlement, shall be binding on every Class Member who did not opt-out prior to the exclusion deadline;
[81] <b>AUTORISE</b> Loto-Québec à divulguer à l'Administrateur du règlement la Liste des Membres actifs du Groupe du règlement et la Liste des Membres Autoexclus du Groupe du règlement;	<b>AUTHORIZES</b> Loto-Québec to disclose to the Claims Administrator the List of Active Settlement Class Members and the List of Self-Excluded Settlement Class Members;
[82] <b>APPROUVE</b> le paiement aux Avocats du Groupe de leurs honoraires extrajudiciaires et autres frais comme prévu au paragraphe 34 de la transaction;	<b>APPROVES</b> the payment to Class Counsel of its extrajudicial fees and other costs as provided for in section 34 of the Settlement;
[83] <b>PREND ACTE</b> de l'engagement et l'obligation des Avocats du Groupe de rembourser au Fonds d'aide aux actions collectives la somme de 12 465,32 \$ dans	<b>PRAYS ACT</b> of Class Counsel's undertaking and obligation to reimburse the <i>Fonds d'aide aux actions collectives</i> the sum of \$12,465.32 within 30 days of the

les 30 jours de la date d'entrée en vigueur du jugement à intervenir;	effective date of the judgment to be rendered;
[84] <b>ORDONNE</b> aux parties de faire rapport de l'exécution du jugement à l'expiration de la période définie au paragraphe 29 de la Transaction;	<b>ORDERS</b> the parties, upon the expiry of the period defined at section 29 of the Settlement, to render an account of the execution of the judgment;
[85] <b>RÉSERVE</b> le droit du Fonds d'aide aux actions collectives de formuler une demande au Tribunal pour réclamer une partie de tout reliquat, le cas échéant, après que les montants aient été distribués aux Membres du Groupe conformément à la transaction, le tout conformément à loi;	<b>RESERVES</b> the right of the <i>Fonds d'aide aux actions collectives</i> to apply to the Court to claim a portion of the remaining amount (reliquat), if any, after the proceeds of the settlement have been distributed to Class Members pursuant to the Settlement, the whole in accordance with law;
[86] <b>LE TOUT</b> , sans frais de justice.	<b>THE WHOLE</b> , without legal costs.

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MARTIN F. SHEEHAN, J.S.C.

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 Plaintiff's Counsel

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 Mtre Corina Manole  
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Hearing date: March 29, 2023