

**SUPERIOR COURT**  
(Class Action)

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

No: 500-06-000608-121

DATE: November 5, 2014

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**IN THE PRESENCE OF: THE HONOURABLE CHANTAL CORRIVEAU, J.S.C.**

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**JASON ANGELL**  
Petitioner

v.

**SKECHERS U.S.A. INC.**  
and  
**SKECHERS U.S.A. INC. II**  
and  
**SKECHERS USA CANADA INC.**  
Respondents

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**JUDGMENT**

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Introduction

[1] On April 12, 2012, the Petitioner filed a Motion to Authorize the Bringing of a Class Action & to Ascribe the Status of Representative (the "Motion to Authorize") against the Respondents on behalf of the following class:

*"All residents in Canada who have purchased SKECHERS Shape-Ups® footwear, or any other group to be determined by the Court;*

*Alternatively (or as a subclass)*

*All residents in Quebec who have purchased SKECHERS Shape-Ups® footwear, or any other group to be determined by the Court”.*

[2] The Motion to Authorize alleged, *inter alia*, that the Respondents made misrepresentations regarding the ability of Skechers Shape-Ups to provide significant health benefits by altering users’ gait, without any further changes in a consumer’s diet or exercise routine.

[3] The Motion to Authorize further alleged that there was no evidence to support the claims that Skechers Shape-ups shoes provide any health benefits compared to regular athletic and walking shoes.

[4] On September 5, September 21, and November 5, 2012, three proposed class proceedings were commenced against the same Respondents and charging substantially the same allegations in the Canadian provinces of Alberta and Ontario<sup>1</sup>.

[5] On December 11, 2013, following arm’s length negotiations between Class Counsel and the Respondents, the parties reached a settlement agreement (the “Settlement Agreement”)<sup>2</sup> to fully and finally settle all claims asserted against themselves in or related to the present Class Action.

[6] The Settlement Agreement applies to persons who are members of the following class:

“All Persons residing in Canada who have purchased Eligible Shoes between August 1, 2008 and the date of the Approval Hearing” (the “Settlement Class”).

Excluded from the Class are all Persons who timely and validly request exclusion from the Class pursuant to the Pre-Approval Notice disseminated and published in accordance with the Pre-Approval Order.

Excluded from the Class are also persons or entities who purchased the Eligible Shoes primarily for the purpose of resale, such as retailers or re-sellers of Eligible Shoes”.

“Eligible Shoes”<sup>3</sup> are identified as the following types of Skechers’ footwear:

Shape-ups rocker bottom shoes (“Shape-Ups”);  
the Resistance Runner rocker bottom shoes (“Resistance Runner”);

<sup>1</sup> In the Court of Queen’s Bench of Alberta under court file number 1203 13251 (Exhibit R-1), in the Ontario Superior Court of Justice under docket number 8562-12 (Exhibit R-2), and in the Ontario Superior Court of Justice under court filenumber 8562-12 (Exhibit R-3).

<sup>2</sup> Exhibit R-7.

<sup>3</sup> The complete list of Eligible Shoes is set forth as Schedule E to the Settlement Agreement (Exhibit R-7).

Shape-ups Toners, Trainers, and Tone-ups with podded outsoles (“Podded Sole Shoes”); and  
Tone-ups non-podded sandals, boots, clogs, and trainers (“Tone-ups (Non-Podded Sole)”).

### Settlement

[7] The Petitioner and the Respondents have agreed to the terms of the Settlement Agreement, the whole subject to the approval of this Court, and without any admission of liability whatsoever by the Respondents and for the sole purpose of resolving the dispute between the parties.

[8] The following is a summary of the key terms of the Settlement Agreement:

- A. The Respondents have agreed to pay the Settlement Amount of \$2,500,000.00 in escrow to be held in an interest bearing trust account for the benefit of the Settlement Class Members;
- B. The following amounts will be paid out of the Settlement Amount:
- (a) all notice and publication costs,
  - (b) all Claims Administration costs,
  - (c) global fees and disbursements of Class Counsel, in the amount of \$625,000.00 plus applicable taxes, and
  - (d) a total amount of \$6,000 to the Petitioner, to the two Ontario Plaintiffs, and to the Alberta Plaintiff (\$1,500 to each of the four) in consideration for the time and effort that they devoted to the case;
  - (e) the fees will be disbursed in two installments. The first installment will be disbursed along the terms of the settlement document and the last fifty per cent of the fees will be disbursed after the Court will have received an affidavit from the claims administrator stating that payments have been issued to the eligible members.
- C. The Settlement Agreement provides for payment to the Settlement Class members as follows:

Eligible Toning Shoes	Initial Amount	Maximum Amount
Shape-ups	\$130.00	\$260.00
Podded Sole Shoes	\$60.00	\$120.00
Tone-ups (Non-Podded Sole)	\$40.00	\$80.00
Resistance Runner	\$90.00	\$180.00

- If the total amount of eligible Claims, together with the Administration Expenses, Class Counsel Fees, Petitioners' Awards and any other deductions from the Account permitted by this Settlement Agreement, will exceed \$2,500,000.00, then the amounts payable to Claimants shall be reduced by the Claims Administrator on a *pro rata* basis;
  - If the total amount of eligible Claims, together with the Administration Expenses, Class Counsel Fees, Petitioners' Awards and any other deductions from the Account permitted by this Settlement Agreement is less than \$2,500,000.00, each eligible Class Member's award shall be increased on a *pro rata* basis, with a maximum increase of up to, but not more than, double the initial amount;
- D. The Respondents also agree to be restrained and enjoined from making or assisting others in making representations regarding the strengthening of muscles, weight loss, caloric expenditure, caloric burn, blood circulation, aerobic conditioning, muscle tone, and muscle activation, unless the representation is non-misleading and Skechers possesses and relies upon competent and reliable scientific evidence, within thirty (30) business days from the Effective Date (i.e. 30 days after this Court has issued the Approval Order);
- E. The release for the Respondents includes any all and damages, including all damages for economic, physical and/or material injuries;
- F. The Claims Administrator shall be Analytics LLC, an independent service provider, whose function shall be the administration of the claims process set forth in the Settlement Agreement;
- G. The Settlement Agreement includes a process to submit to this Court any dispute arising out of the claims process, if it becomes necessary;
- H. The Settlement Agreement provides that with respect to any and all surplus funds:
- a) The *Fonds d'aide aux recours collectifs* will be entitled to claim the percentage provided for at s. 1 of the *Règlement sur le pourcentage prélevé par le Fonds d'aide aux recours collectifs*, R.R.Q., c. R-2.1, r. 2, on the Quebec portion of the remaining funds. Such Quebec portion will correspond to 23.6% of the remaining funds; and
  - b) The balance will be donated to the Jewish General Hospital in Montreal, Quebec;
- I. In order to submit a Claim, eligible class members need only either submit an electronic claim form online at the Claim Website at [www.skecherssettlement.ca](http://www.skecherssettlement.ca) or complete and submit by mail the Claim Form to

the Claims Administrator (see Schedule A of the Settlement Agreement), whereby the eligible class members must make a solemn declaration (not a sworn affidavit);

- J. The Claim Period runs for 90 days following the publication of the Approval Notice;
- K. The Opt-Out Deadline expires 60 days after the publication of the Pre-Approval Notice, which in this case was on September 2, 2014;

#### Class Notice

[9] In accordance with the Settlement Agreement and this Court's judgment approving the publication of the Pre-Approval Notice, notice was effected on June 25, 2014 in sixteen (16) newspapers across Canada consisting of: *La Presse (National Edition)*, *The Globe & Mail (National Edition)*, *The National Post*, *Toronto Star*, *Vancouver Sun*, *Edmonton Journal*, *Calgary Herald*, *Regina Leader-Post*, *Winnipeg Free Press*, *The Gazette*, *New Brunswick Times & Transcript*, *Halifax Chronicle-Herald*, *Charlottetown Guardian*, *The Newfoundland Telegram*, *The Ottawa Citizen*, and *Star Phoenix (Saskatoon)*, as well as on Class Counsels' websites, and on the website [www.skecherssettlement.ca](http://www.skecherssettlement.ca).

[10] Also in accordance with the Settlement Agreement, the Approval Notice will be published within ninety (90) days of the Approval Order in sixteen (16) newspapers across Canada consisting of: *La Presse (National Edition)*, *The Globe & Mail (National Edition)*, *The National Post*, *Toronto Star*, *Vancouver Sun*, *Edmonton Journal*, *Calgary Herald*, *Regina Leader-Post*, *Winnipeg Free Press*, *The Gazette*, *New Brunswick Times & Transcript*, *Halifax Chronicle-Herald*, *Charlottetown Guardian*, *The Newfoundland Telegram*, *The Ottawa Citizen*, and *Star Phoenix (Saskatoon)*, as well as in two (2) Canadian magazine publications consisting of: *Flare* and *Best Health*, through ads displayed on Google Search and Display Networks, through a Canadian Newswire News Release in both English and French, on Class Counsels' websites, and on the website [www.skecherssettlement.ca](http://www.skecherssettlement.ca).

[11] All of the materials disseminated and made available to Class Members on June 25, 2014 as well as all of the materials to be disseminated following the Approval Order, are in French and in English (depending on the newspaper).

#### Authorization

[12] The Respondents consent to the authorization of the present Motion as a class proceeding for settlement purposes only, which consent shall be withdrawn should the Settlement Agreement not be approved by the Court.

[13] Even if Respondents consent to the authorization of a class action for settlement purposes only, the criteria set forth at article 1003 C.C.P. must be reviewed and met<sup>4</sup>;

[14] In light of the evidence, the Motion to Authorize dated April 12, 2012, the Exhibits in support thereof and the Affidavit of the Petitioner dated October 1, 2014 justify granting the present Motion in accordance with the criteria set forth at article 1003 C.C.P.

[15] The recourses of the class members raise identical, similar or related questions of law or fact, namely<sup>5</sup>:

- a) Did the Respondents engage in unfair, false, misleading, or deceptive acts or practices regarding the marketing and sale of its Skechers Shape-Ups?
- b) Are the Respondents liable to the class members for reimbursement of the purchase price of the Skechers Shape-Ups shoes as a result of their misconduct?
- c) Should an injunctive remedy be ordered to prohibit the Respondents from continuing to perpetrate their unfair, false, misleading, and/or deceptive conduct?
- d) Are the Respondents responsible to pay compensatory and/or punitive damages to class members and in what amount?

[16] The facts alleged seem to justify the conclusions sought<sup>6</sup>.

[17] The composition of the group makes the application of article 59 or 67 C.C.P. difficult or impractical because:

- a) The thousands of potential Group Members are widely dispersed geographically across Canada;
- b) Given the costs and risks inherent in an action before the Courts, many people will hesitate to institute an individual action against the Respondents;
- c) Individual litigation of the factual and legal issues raised would increase delay and expenses to all parties and to the Court system.

<sup>4</sup> *Vallée c. Hyundai Auto Canada Corp.*, 2014 QCCS 3778; *Schachter c. Toyota Canada inc.*, 2014 QCCS 802; *Markus c. Reebok Canada inc.*, 2012 QCCS 3562; *Richard c. Volkswagen Group Canada inc.*, 2012 QCCS 5534; *Sonego c. Danone inc.*, 2013 QCCS 2616.

<sup>5</sup> *Cunning c. Fitflop Ltd.*, 2014 QCCS 586.

<sup>6</sup> Articles 41, 215, 216, 218, 219, 220, 221 (g), 228, 239, 253, 270, and 272 of the *Consumer Protection Act*, CQLR c P-40.1, articles 1400, 1401, 1407, and 1457 of the *Civil Code of Québec*, LRQ, c C-1991, sections 36 and 52 of the *Competition Act*, RSC 1985, c C-34, and sections 7, 9, and 20 of the *Consumer Packaging and Labelling Act*, RSC 1985, c C-38; *Cunning c. Fitflop Ltd.*, 2014 QCCS 586.

[18] The Petitioner, who is requesting to obtain the status of representative, will fairly and adequately protect and represent the interest of the Class Members since Petitioner declares that he:

- a) Is a Class Member;
- b) Was instrumental in instituting this class action by discovering the existence of a class action and subsequently a settlement entailing consumer refunds related to the same issue in the United States, researching further on the internet, and engaging counsel with experience in consumer class actions;
- c) Provided his attorneys with relevant information and instructed them to proceed with the present proceedings;
- d) Made sure that the class members would be kept up-to-date through his attorneys' website;
- e) Participated in the settlement negotiations and provided input to his attorneys, ultimately instructing his attorneys to sign the Settlement Agreement;
- f) Has a good understanding of what this class action is about and what the settlement provides to class members;
- g) Has performed his responsibilities as the representative of the class and he will continue to do so insofar as the proposed settlement is concerned;
- h) Has always acted in the best interests of the Class Members;
- i) Has not indicated any possible conflict of interest with the Class Members.

[19] The other petitioners Frank Dedato, George Niras and Kourtney Smith have submitted to the undersigned affidavits explaining what involvement they have had with this class action. The court is satisfied that as petitioners Frank Dedato, George Niras and Kourtney Smith have been active in their respective jurisdiction and therefore are eligible to receive an indemnity.

#### Approval

[20] The Court approves the Settlement Agreement as fair, reasonable and in the best interests of the Class Members based on its analysis of the following factors as set out by the relevant case law, namely:

- « ● les probabilités de succès du recours;
- l'importance et la nature de la preuve administrée;
- les termes et les conditions de la transaction;
- la recommandation des procureurs et leur expérience;
- le coût des dépenses futures et la durée probable du litige;

- la recommandation d'une tierce personne neutre, le cas échéant;
- le nombre et la nature des objections à la transaction;
- la bonne foi des parties;
- l'absence de collusion.»<sup>7</sup>

[21] In particular, the Court finds that:

- i. No Class Member has objected;
- ii. The negotiations occurred at arm's-length;
- iii. The risk, expense, complexity and duration of further litigation weighs in favour of approval;
- iv. The amount offered in settlement is fair and adequate and worthy of approval;
- v. Class Counsel has significant expertise in the area of class actions and is recommending the Settlement;

#### Fees

[22] The Court approves Class Counsel fees and disbursements as fair and reasonable based on its analysis of the following factors as set out in sections 3.08.01 to 3.08.03 of the Code of ethics of advocates<sup>8</sup>, particularly with a view to the objectives of class proceedings (i.e. access to justice, judicial economy, behaviour modification) and the risks assumed by Class Counsel<sup>9</sup>.

[23] Section 3.08.02 of the Code of ethics of advocates states:

“3.08.02. The fees are fair and reasonable if they are warranted by the circumstances and correspond to the professional services rendered. In determining his fees, the advocate must in particular take the following factors into account:

- (a) experience;
- (b) the time devoted to the matter;
- (c) the difficulty of the question involved;
- (d) the importance of the matter;
- (e) the responsibility assumed;

<sup>7</sup> *Vallée c. Hyundai Auto Canada Corp.*, 2014 QCCS 3778; *Option Consommateurs c. Union canadienne (L'), compagnie d'assurances*, 2013 QCCS 5505; *Markus c. Reebok Canada inc.*, 2012 QCCS 3562; *Conseil pour la protection des malades c. CHSLD Manoir Trinité*, 2014 QCCS 2280; *Richard c. Volkswagen Group Canada inc.*, 2012 QCCS 5534; *Bouchard c. Abitibi-Consolidated Inc.*, (C.S.) Chicoutimi, dossier 150-06-000001-966, 15 juin 2004.

<sup>8</sup> RRQ, c. B-1, r. 1.

<sup>9</sup> *Lavoie c. Régie de l'assurance maladie du Québec*, 2013 QCCS 866.



- (f) the performance of unusual professional services or professional services requiring exceptional competence or celerity;
- (g) the result obtained;
- (h) the judicial and extrajudicial fees fixed in the tariffs.”

[24] In particular, the Court finds that:

- i) No Settlement Class Member has objected. The Pre-Approval Notice disseminated to Class Members on June 25, 2014 stated that Class Counsel would be collectively requesting Class Counsel fees and costs in the amount of 25% of the Settlement Amount plus applicable taxes (a total amount of \$625,000 plus applicable taxes);
- ii) The Mandate Agreement with the Petitioner provides that Class Counsel will receive the higher of 30% of the total value of the settlement or a multiplier of 3.5 times the total number of hours worked, plus disbursements and taxes. The fees and disbursements sought are less than those under the Mandate Agreement;
- iii) The action involves complex legal issues and, in the absence of a settlement, would involve lengthy proceedings with an uncertain resolution and possible appeals;
- iv) Class Counsel assumed all of the financial risks associated with initiating, financing, and maintaining the litigation;
- v) Class Counsel fees, at present, represent a 2.15 times multiplier on the actual time incurred, which is appropriate in the circumstances<sup>10</sup>.

**POUR CES MOTIFS, LE TRIBUNAL :**

**WHEREFORE, THE COURT:**

[25] **ACCUEILLE** la présente requête;

[25] **GRANTS** the present motion;

[26] **ORDONNE** que, pour l'application de ce jugement, les définitions énoncées à la Convention de règlement, R-7, jointe comme annexe « A » à la Convention de règlement, s'appliquent et y sont incorporées par renvoi;

[26] **ORDERS** that for the purposes of this judgment, the definitions contained in the Settlement Agreement, R-7, attached as Schedule "A" to the Settlement Agreement, shall apply and are incorporated by reference;

[27] **AUTORISE** l'exercice de ce recours collectif contre les Intimées pour les fins d'un règlement hors cour seulement;

[27] **AUTHORIZES** the bringing of a class action against the Respondents for the purposes of settlement only;

[28] **ATTRIBUE** au requérant le statut de représentant du groupe ci-après décrit:

[28] **ASCRIBES** to the Petitioner the status of representative of the group herein described as:

<sup>10</sup> *Guilbert c. Sony BMG Musique (Canada) inc.*, 2007 QCCS 432; *Sony BMG Musique (Canada) inc. c. Guilbert*, 2009 QCCA 231.

«*Toutes les Personnes résidant au Canada, qui ont acheté des Chaussures Admissibles entre le 1er août 2008 et la date de l'Audition d'Approbation, à l'exception des personnes exclues.*»

*"All Persons residing in Canada who have purchased Eligible Shoes between August 1, 2008 and the date of the Approval Hearing, except the Excluded Persons."*

[29] **DÉCLARE** que la Convention de règlement (incluant son préambule et ses Annexes) (ci-après « la Convention de règlement R-7») constitue une transaction au sens des articles 2631 et suivant du *Code civil du Québec*, obligeant toutes les parties et tous les Membres du recours collectif qui ne se sont pas exclus en temps opportun;

[29] **DECLARES** that the Settlement Agreement (including its Preamble and its Schedules) (hereinafter "the Settlement Agreement R-7") constitutes a transaction within the meaning of articles 2631 and following of the *Civil Code of Quebec*, binding all parties and all Class Members who have not excluded themselves in a timely manner;

[30] **ORDONNE ET DÉCLARE** que, sauf disposition contraire dans le présent jugement, ou tels qu'ils peuvent être modifiés par celui-ci, les termes qui commencent par une majuscule dans ce document ont le sens qui leur est attribué dans la Convention de règlement R-7;

[30] **ORDERS AND DECLARES** that, except as otherwise specified in, or as modified, by this Judgment, capitalized terms used herein shall have the meaning ascribed in the Settlement Agreement R-7 ;

[31] **DÉCLARE** que la Convention de règlement R-7 est valide, équitable et raisonnable, et qu'elle est dans le meilleur intérêt des Membres du Groupe, du Requérrant et des Intimées;

[31] **DECLARES** that the Settlement Agreement R-7, is valid, fair, reasonable and in the best interest of the Class Members, the Petitioner and the Respondents;

[32] **APPROUVE** la Convention de règlement R-7;

[32] **APPROVES** the Settlement Agreement R-7;

[33] **DÉCLARE** que la Convention de règlement R-7 fait partie intégrale du présent jugement;

[33] **DECLARES** that the Settlement Agreement R-7 is an integral part of this judgment;

[34] **ORDONNE** aux parties et aux Membres du Groupe, sauf ceux exclus conformément à la Convention de règlement et au présent jugement, de se conformer aux termes et conditions de la Convention de règlement R-7;

[34] **ORDERS** the parties and the Class Members, with the exception of those who are excluded in accordance with the terms and conditions of the Settlement Agreement and with this judgment, to abide by the terms and conditions of the Settlement Agreement R-7;

[35] **APPROUVE** la forme et le contenu du Formulaire de réclamation et du Formulaire de demande d'exercice du droit d'exclusion, respectivement comme étant les Annexes A et C de la Convention de règlement R-7;

[35] **APPROVES** the form and content of the Claim Form and Opt-Out Form, respectively as Schedules A and C of the Settlement Agreement R-7;

[36] **ORDONNE** que chaque membre du groupe qui désire s'exclure de la Convention de règlement R-7 et, par conséquent, ne pas être lié par la Convention de règlement, soit tenu d'agir conformément à la Convention de règlement et au Formulaire de demande d'exercice du droit d'exclusion (Annexe C de la Convention de règlement R-7);

[37] **ORDONNE** que la forme de l'Avis d'approbation de règlement, essentiellement comme il est reproduit à la pièce R-9, soit par les présentes approuvée;

[38] **ORDONNE** que l'Avis d'approbation de règlement soit publié et signifié essentiellement en conformité avec la Convention de règlement R-7;

[39] **DÉTERMINE** le calendrier relatif à l'administration de la Convention de règlement, à savoir :

L'échéance pour exercice du droit d'exclusion : le 2 septembre 2014;

L'échéance pour transmettre une réclamation conforme à la Convention de règlement : 90 jours après le Jugement d'Approbation;

[40] **DÉCLARE** que pour être valides, les Formulaires de réclamation doivent être remplis et soumis de la manière prévue à la Convention de règlement R-7;

[41] **ORDONNE** que les prélèvements par le Fonds d'aide aux recours collectifs soient effectués tel que prévue à la Convention de règlement R-7, et soient remis conformément à la *Loi sur le recours collectifs*, et le *Règlement sur le pourcentage prélevé par le Fonds d'aide aux Recours collectifs*;

[42] **ORDONNE** que Analytics LLC soit, par les présentes, nommé Administrateur des Réclamations aux fins du Règlement;

[36] **ORDERS** that each Class Member who wishes to opt-out of the Settlement Agreement R-7, and thus not be bound by the Settlement Agreement, must do so in conformity with the Settlement Agreement and the Opt-Out Form (Schedule C of the Settlement Agreement R-7);

[37] **ORDERS** that the form of the Notice of Settlement Approval, substantially in the form as set forth in Exhibit R-9, is hereby approved;

[38] **ORDER** that the Notice of Settlement Approval shall be published and disseminated substantially in accordance with the Settlement Agreement R-7;

[39] **DETERMINES** the schedule regarding the administration of the Settlement Agreement, namely:

(a) The deadline for opting out of the Settlement Agreement: September 2, 2014;

(b) The deadline to file a claim under the Settlement Agreement: 90 days following the Approval Order;

[40] **DECLARES** that to be eligible, Claims Forms must be completed and submitted in the manner stipulated by the Settlement Agreement R-7;

[41] **ORDERS** that the levies by the *Fonds d'aide aux recours collectifs* be collected as provided for in the Settlement Agreement R-7, and be remitted according to the *Loi sur le recours collectifs*, and the *Règlement sur le pourcentage prélevé par le Fonds d'aide aux recours collectifs*;

[42] **ORDERS** that Analytics LLC is hereby appointed as Claims Administrator for the Settlement;

[43] **ORDONNE** que le Requéran et les trois autres demandeurs se voient verser des honoraires de 1,500 \$ chacun en reconnaissance de leurs efforts déployés pour intenter l'Action en vue d'obtenir ce règlement;

[44] **APPROUVE** le versement aux Procureurs du Requéran des honoraires extrajudiciaires et coûts tel que prévu à la Convention de règlement R-7 et que les intimées paient ces mêmes honoraires extrajudiciaires et coûts à Consumer Law Group Inc. en fiducie de la part des Procureurs du Groupe; le paiement des honoraires extrajudiciaires et coûts sera fait en deux étapes, 50 % des honoraires seront versés conformément aux termes de l'entente avec les déboursés et l'autre 50 % seront versés après que le Tribunal aura reçu un affidavit de l'administrateur déclarant avoir versé les paiements aux membres éligibles;

[45] **RÉSERVE** le droit des parties de s'adresser au tribunal pour solutionner quelque litige que ce soit découlant de la Convention de règlement R-7;

[46] **DÉCLARE** que la version française a préséance sur la version anglaise;

**LE TOUT**, sans frais.

Me Jeff Orenstein  
Me Andrea Grass  
CONSUMER LAW GROUP INC.  
Attorneys for the Petitioners

Me Jean-François Lehoux  
Me Isabelle Vendette  
McCarthy Tétraut LLP  
Attorneys for the Respondents

Date of hearing: October 6, 2014

[43] **ORDERS** that the Petitioner and the other Plaintiffs shall be paid an honorarium of \$1,500 each in recognition of their efforts in prosecuting the Action through settlement;

[44] **APPROVES** the payment to Class Counsel of its extrajudicial fees and disbursements as provided for in the Settlement Agreement R-7 and that the Respondents shall pay same to Consumer Law Group Inc. in trust on behalf of all Class Counsel; payments of extrajudicial fees and shall be disbursed in two installments, 50% of the fees will be paid along the terms of the settlement documents and the last 50% of fees will be disbursed after the Court will have received an affidavit from the claims administrator stating that payments have been issued to the eligible members.

[45] **RESERVES** the right of parties to ask the Court to settle any dispute arising from the Settlement Agreement R-7 ;

[46] **DECLARES** that the French version will supersede the English version;

**THE WHOLE**, without costs.

  
CHANTAL CORRIVEAU, J.S.C.