

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Class Action)

NO: 500-06-000780-169

MICHAEL ATTAR

Applicant

v.

RED BULL CANADA LTD.

and

RED BULL GMBH

Defendants

and

FONDS D'AIDE AUX ACTIONS
COLLECTIVES

Impleaded Party

**APPLICATION TO APPROVE A CLASS ACTION SETTLEMENT AND FOR
APPROVAL OF CLASS COUNSEL'S FEES**

(Articles 590, 591 and 593 C.C.P., article 58 of the *Regulation of the Superior Court of Québec in civil matters*, CQLR c C-25.01, r 0.2.1, and article 32 of the *Act Respecting the Fonds d'aide aux actions collectives*, ch. F- 3.2.0.1.1)

**TO THE HONOURABLE CHANTAL TREMBLAY OF THE SUPERIOR COURT OF
QUEBEC, ACTING AS THE DESIGNATED JUDGE IN THE PRESENT CASE, THE
REPRESENTATIVE PLAINTIFF AND HIS COUNSEL SUBMIT THE FOLLOWING:**

I. INTRODUCTION

1. On July 23rd, 2019, the Court authorized the present class action for settlement purposes only against Red Bull Canada Ltd. And Red Bull GMBH (hereinafter "**Red Bull**") and approved the notice program set out at section III.D.(a) of the Settlement Agreement (the "**Settlement Agreement**"), reproduced herewith as **Exhibit RB-1**;

2. The class was described as follows in the authorization judgment:

In English:

All legal and natural persons (excluding minors, defined as natural persons under 18 years of age as of July 23, 2019) who were residents of Canada (including without limitation any of its provinces and territories) at any time between January 1, 2007 and July 23, 2019 (the “Class Period”) and who purchased and/or used or consumed one or more Red Bull CEDs in Canada during the Class Period, excluding Released Parties.

In French:

Toutes les personnes physiques et morales (à l'exclusion des mineurs définis comme des personnes physiques âgées de moins de 18 ans en date du 23 juillet 2019) qui résidaient au Canada (y compris, sans limitation, l'une de ses provinces et territoires) entre le 1^{er} janvier 2007 et le 23 juillet 2019 (la « période de l'action collective ») et qui ont acheté et / ou utilisé ou consommé un ou plusieurs boissons énergisantes contenant de la caféine (« CED ») Red Bull au Canada au cours de la période du recours, à l'exclusion des parties libérées.

3. The pre-approval notices were disseminated to Class Members in accordance with the notice program approved by the Court, as it appears from a copy of the October 16, 2019 “Final Report” prepared by the Claims Administrator, Velvet Payments, filed herewith as **Exhibit RB-2**;
4. As appears from the Final Report, Exhibit RB-2, the Facebook campaign at a total cost of \$19,999.83, resulted in 68,143 link clicks reaching 1,446,933 people across Canada;
5. Additionally, class counsel granted several media interviews (including to national news outlets) encouraging class members to sign-up on settlement website (www.energydrinksettlement.ca), as it appears from copies of some these articles disclosed *en liasse* as **Exhibit RB-3**;
6. Prior to the settlement website going “live”, class counsel had received 23,341 sign-ups to class counsel’s website (<https://lpclex.com/energydrinksettlement/>). In order to make sure that class members who had previously expressed an interest in the case be made aware that a settlement was reached, class counsel sent an email blast to these 23,341 email addresses, as it appears from the Mailchimp report and email blast filed herewith *en liasse* as **Exhibit RB-4**;

7. As a result of the Facebook campaign, media coverage and class counsel's email blast, a total of 308,150 users visited the settlement website (www.energydrinksettlement.ca) and 195,987 people registered their emails on the settlement website. The sign-up period was open from August 22nd, 2019 to October 14, 2019;
8. No "opt outs" were received by class counsel or the claims administrator (see Exhibit RB-2) and no class members objected to the Settlement Agreement;
9. Pursuant to section III.D.(b) of the Settlement Agreement, and in the event that the Court approves the settlement, the Claims Administrator shall send an email to the 195,987 people who signed-up on the settlement website and provide them with a hyperlink to the online Claim Form, a copy of which is filed herewith *en liasse* in English and French as **Exhibit RB-5**;
10. The Parties have agreed on a draft of the Final Settlement Approval Notice, with the French and English versions respectively filed herewith as **Exhibit RB-6**;
11. For the reasons that follow, the Representative Plaintiff asks that this Court approve the Settlement Agreement;

II. APPROVAL OF THE SETTLEMENT AGREEMENT

12. The criteria which the case law has established for approval of a class action settlement are the following:
 - i) The probability of success;
 - ii) The amount and nature of discovery;
 - iii) The terms and conditions of the Settlement Agreement;
 - iv) The attorneys' recommendation and their experience;
 - v) Approval of the Plaintiff;
 - vi) The future expenses and probable length of the litigation;
 - vii) The number and nature of any opt-outs and/or objectors;
 - viii) Good faith of the parties and the absence of collusion;
13. The Representative Plaintiff submits that an analysis of all of these criteria should lead this Court to conclude that the Settlement Agreement is fair and reasonable and in the best interest of Class Members;

i. The Probability of Success:

14. While the Representative Plaintiff maintains that his action is well-founded, Red Bull vigorously denied his claims and allegations;
15. The Parties would have entered into a serious and contradictory debate as to whether Red Bull committed the alleged violations of the various Canadian legislations raised by the Representative Plaintiff;
16. For instance, on July 4th, 2017, the Court authorized Red Bull to examine the Representative Plaintiff and to file Exhibits D-1 to D-7 (including the Health Canada Authorization Lists, Exhibit D-2);
17. It goes without saying that this debate would have extended to the Parties hiring experts and bringing in consumers to testify at trial in order to counter each other's claims;
18. There is always a risk that: i) the Court would not authorize the class action or it would not be successful on the merits; or ii) it would be impossible to recover even if it were successful on the merits after many years of litigation, and this risk is abated through the Settlement Agreement which guarantees recovery to Class Members, as well a modification to the business practice of Red Bull which has already been implemented in part;
19. Lastly, if the Representative Plaintiff was successful in having the Class authorized and/or in the ensuing proceeding, class counsel is aware that Red Bull could very well have filed appeals in respect of multiple issues, thus resulting in increased risk and considerable delays. This issue is all the more pressing as article 578 of the *Code of Civil Procedure* gives defendants the right to apply for leave to appeal from a judgment authorizing a class action;

ii. The Amount and Nature of Discovery

20. The Representative Plaintiff's attorneys were given access to and reviewed relevant information concerning Red Bull's Canadian sales figures (on a confidential basis);
21. In reaching the terms of the Settlement Agreement, the following considerations were taken into account:
 - a) The Parties would have spent important resources and would have required complex expertise, including scientists to establish fault and forensic accountant, to determine the aggregate damages;
 - b) The parties would have tendered a great deal of evidence on, among other things, the scientific claims and alleged health risks;

- c) All of this evidence would have been complicated to establish, notably due to the fact that Red Bull has always contended that: i) at all times they complied with Health Canada regulations; and ii) they did not mislead consumers with scientific studies, as specifically alleged at paragraphs 9 to 18 of Red Bull's Application to File Relevant Evidence dated April 21st, 2017 and granted on July 4th, 2017;

iii. The Terms of the Settlement Agreement:

- 22. The Settlement Agreement is a favorable result for Class Members in that it provides for a resolution of the litigation and for the following noteworthy benefits:
 - a) An \$850,000.00 Settlement Fund from which the Claims Administrator shall pay to each class member who timely submits a valid claim, a maximum amount of \$10.00, calculated as follows: (i) the amount remaining in the Settlement Fund after deducting all notice and administration costs, the Representative Plaintiff's disbursement and Class Counsel Fees applied for and ultimately awarded by the Court; divided by (ii) the number of valid claims (as detailed at section III.D.(e))
 - b) There is no proof of purchase required and the claim form is easily accessible online (paperless);
 - c) Payments will be sent by e-transfer, so that class members do not have even have to move in order to receive their payment;
 - d) Within the Class Period Red Bull voluntarily amended and updated its marketing materials and labeling messages directed at Canadian consumers, in part to address the concerns raised in the Action and in part due to regulatory changes in Canada (section III.A.(d));
 - e) Within five (5) days of the Effective Date, Red Bull shall modify and update the French and English versions of its Canadian webpage (on the following URL or such other URL as reasonably determined by Red Bull, so long as the URL is within the "Q&A" section of the webpage: <https://energydrink-ca.redbull.com/en/red-bull-and-alcohol>) to include a hyperlink to Health Canada's warning concerning the potential health risks associated with consuming CEDs with alcohol for at least one (1) year following the Effective Date (section III.A.(e))
- 23. The corollary to having implemented a successful pre-approval notice campaign (195,987 people registered their emails with the Claims Administrator) and making the claims process relatively easy (online and no proof of purchase required) is that a higher number of Class Members than initially anticipated may ultimately submit claims once the settlement is approved;

24. For instance, the Claims Administration Proposal filed in support of the Application to Authorize the Class Action for Settlement Purposes and for Approval of Notices (Exhibit R-2, page 4) provided the following scenarios:

	Scenario A	Scenario B	Scenario C	Scenario D
Amount paid out per claim	\$2.50	\$5.00	\$7.50	\$10.00
Max number of possible claims	71,213	52,094	41,068	33,894

25. As such, the parties will have to report to the Court on the number of valid claims submitted once the claims process is closed;

iv. The Attorneys' Recommendations and their Experience:

26. Class Counsel, whose practice is focused in the area of consumer class actions, has negotiated and recommended the terms and conditions of the Settlement Agreement;
27. Class Counsel believes that the Settlement Agreement adequately addresses the issues raised in the class action, respects the rule of proportionality and provides substantial relief and benefits to the Class Members in the circumstances and in light of the risks that would arise from continuing the litigation;

v. Approval of the Representative Plaintiff:

28. The Representative Plaintiff provided his instructions to enter into the Settlement Agreement on his own behalf and on behalf of the Class Members and signed the Settlement Agreement (Exhibit RB-1), as it appears from the affidavit sworn by the Representative Plaintiff dated November 3rd, 2019, filed herewith as **Exhibit RB-7**;

vi. The Future Expenses and Probable Length of the Litigation:

29. If the case were to proceed in an adversarial fashion, there is no doubt that there would be protracted litigation and important costs;
30. In addition, it is safe to say that the present action would take several years to be decided on the merits and there would have been a possibility that a successful judgment could be brought into appeal, causing further delays;
31. Conversely, having obtained a settlement in the form of monetary compensation and a business practice modification is in the interests of judicial economy, proportionality and a favorable result for Class Members;

vii. The Number and Nature of any Opt-Outs and/or Objectors:

32. The deadline to opt-out from or to object to the Settlement Agreement was October 14th, 2019;
33. Following the dissemination of the Pre-Approval Notices (as detailed at paragraphs 3 to 7 above) and until this day, no class members have requested to “opt-out” of this class action and no class members have made any objections;

viii. Good Faith of the Parties and the Absence of Collusion:

34. The Settlement Agreement was negotiated at arm’s-length and in utmost good faith by the parties;
35. The Settlement Agreement finally came after several months of serious negotiations, which were complicated by the fact that Red Bull entities are located in Canada, the United States and Europe, and were represented by two international law firms;
36. The detailed negotiations of the final text of the Settlement Agreement were lengthy and frequently adversarial, lasting almost one year.

III. APPROVAL OF CLASS COUNSEL FEES

37. Red Bull has agreed to pay class counsel fees (\$250,000 plus taxes) and disbursements (\$15,000 plus applicable taxes) in accordance with section VII.A. of the Settlement Agreement;
38. Consistent with the terms of the Settlement Agreement, class counsel is requesting that this Honourable Court approve these amounts;
39. The following criteria have been developed by the jurisprudence in order to determine whether Class Counsel’s fees are fair and reasonable:
 - i) Time and effort expended by the attorneys on the litigation;
 - ii) The importance of the class action;
 - iii) The degree of difficulty of the class action;
 - iv) Class counsel’s experience and expertise in a specific field;
 - v) The risks and responsibilities assumed by class counsel;
 - vi) The result obtained;
 - vii) Fees not contested;

40. It is respectfully submitted that the class counsel fees are fair, reasonable and justified in the circumstances for the reasons that follow;

i. Time and effort expended by the attorneys on the litigation:

41. The Representative Plaintiff's *Application for Authorization to Institute a Class Action* was initially filed on February 18, 2016 and amended several times thereafter, as it appears from the Court record;

42. The Settlement Agreement was thus reached relatively quickly compared to many other class actions.

43. The Representative Plaintiff's attorneys nonetheless worked over 551 hours on this file up until November 1st, 2019 and the work is ongoing (the approval hearing is scheduled for December 17, 2019);

44. Class counsel's detailed time sheets are available for the Court upon request, under seal and in a manner that safeguards confidentiality;

45. Class Counsel will devote additional time to complete and oversee the implementation of the settlement, additional time that will not be submitted to this Honourable Court for a fee request and is already contemplated by the total amount of fees requested;

46. Class Counsel has dedicated significant time to the present file, as detailed herein, all without any guarantee of payment. It should be noted that the mandate agreement with the Representative Plaintiff provides for the following calculation of Class Counsel fees:

4. Je comprends que ce litige sera poursuivi sur une base de contingence. En tant que tel, aucun frais d'avocat, débours, coûts ou taxes ne seront facturés, à moins que le litige ne soit réussi, que ce soit par règlement ou par jugement;

5. Conformément au paragraphe 4 ci-dessus, je consens à ce que mon procureur reçoive, retienne et conserve le paiement de toute somme reçue pour mon compte et pour le compte de tous les autres membres du groupe, incluant :

a) Les débours et autres charges liées au présent mandat, comme les déplacements, les livraisons, les honoraires ou charges de tiers, les frais d'interurbains, les photocopies et les télécopies;

b) Les honoraires extrajudiciaires du montant le plus élevé des deux calculs suivants :

i. Un montant égal à trente pour cent (30%) de la somme perçue (incluant les intérêts) en relation avec

la présente action collective, de quelque source que ce soit (plus toutes les taxes applicables), par transaction ou à la suite d'un jugement, et ce, dès l'ouverture du présent dossier.

ou

- ii. Un montant égal à multiplier le nombre total d'heures travaillées par mon avocat en fonction de son taux horaire, qui est actuellement 300 \$ de l'heure plus taxes. Ce montant sera ensuite multiplié par un multiplicateur de 3,5 pour arriver aux honoraires extrajudiciaires totale (les taux horaires sont revus sur une base annuelle et sont donc sujets à des augmentations éventuelles).

Ces honoraires extrajudiciaires s'étendent aux sommes perçues pour et au nom de tout le groupe et des sous-groupes visé par la présente action collective, et sont en sus des honoraires judiciaires qui pourraient être attribués audit procureur. Dans le cas où un montant spécifique n'est pas attribué collectivement ou dans l'ensemble, que ce soit par règlement ou par jugement, ou lorsque chaque membre du groupe est indemnisé uniquement pour sa réclamation individuelle, section b. (i) ci-dessus doit être interprétée comme signifiant trente pour cent (30%) plus taxes de la valeur totale comme si tous les membres du groupe avaient fait une telle réclamation;

47. At all times, this litigation was complex, high-risk, and hard-fought. Class counsel conducted extensive legal and factual research in support of this claim and conducted protracted settlement negotiations;
48. The process of finalizing the Settlement Agreement and the related exhibits and other documents continued for many months following the achievement of a settlement in principle. Further work will also be undertaken in anticipation of the settlement approval hearings, including the preparation of the present Application and argument plan for the hearing of December 17, 2019;
49. Moreover, class counsel will expend additional time assisting class members with the online claim form and will work with Red Bull's counsel and the Claims Administrator throughout the claims process and towards a closing judgment; there is therefore significant time that will be spent and never claimed by class counsel;

ii. **The importance of the class action:**

50. The issues of consumer protection – as alleged by the Representative Plaintiff against the Red Bull in his Application – are directly related to the access to justice for hundreds of thousands of consumers;

51. Often, claims of this nature are consumer claims involving complicated evidentiary and technical issues, but yet relatively small sums of money (in the present case a can of Red Bull retails from \$2.99 to \$3.99). Questions of consumer protection are considered important and often can only be pursued through class actions because individually, a person would not have the means to obtain justice against large corporations who have considerable financial resources at their disposal;
52. If it were not for this class action, Class Members would not have been likely to institute individual actions to recover damages related to the purchase of Red Bull energy drinks, nor is it likely that Red Bull would have implemented all of the business practice modifications contemplated in the Settlement Agreement;
53. As such, this class action has allowed Class Members to achieve justice, without wasting judicial resources;

iii. The degree of difficulty of the class action:

54. Among some of the difficulties would have been to counter the defenses raised by Red Bull at paragraphs 9 to 18 of its Application to File Relevant Evidence dated April 21st, 2017;
55. Red Bull would have also produced numerous witnesses and expert evidence to counter the Representative Plaintiff's assertions and to back up their claims that they committed no fault;
56. A very significant amount of time, energy, and financial resources (such as mandating experts) would have been necessary to counter Red Bull's factual and expert evidence, as well as their legal arguments;
57. In sum, Class Members would have faced complex evidence issues, requiring experts in several jurisdictions, in order to establish Red Bull's fault;
58. Consequently, a significant risk was taken on by class counsel in accepting this mandate;

iv. Class counsel's experience and expertise in a specific field:

59. Class counsel's practice is focused almost entirely on consumer protection-related class actions and are currently leading 25 active class actions both in Quebec and nationally (8 of which are at the merits stage), as it appears from the firm's biography filed herewith as **Exhibit RB-8**;
60. Given that LPC Avocat Inc. specializes in class action litigation, the vast majority of its work is done on a contingency basis, meaning that for cases that are not successful, the firm receives no payment for work performed, which in some cases is quite significant;

61. The professional services offered by LPC Avocat Inc. are unusual and require specific expertise and professionalism;
62. Often, in this type of work, communication with the public is also necessary, (e.g. by communicating with Class Members and with the media, maintaining and updating a website, etc.). This requires the firm to be more proactive to protect the interests of the Class Members whom they represent;
63. There are only a small number of attorneys who take on class action matters in Quebec and in Canada;

v. The risk assumed by class counsel:

64. As is oftentimes the case in class actions, the risk of success or failure is borne entirely by class counsel. In the present case, class counsel took on the entire case on a contingency basis;
65. This meant that neither the Representative Plaintiff nor any Class Members were asked to contribute any fees for the time spent on the file, nor for any of the disbursements made on their behalf by class counsel;
66. No request for any funding was made to the *Fonds d'aide aux actions collectives*;
67. Class counsel assumed all costs and financial risks associated to the present class action;
68. Given that in the case of failure, class counsel receives nothing – and even risks losing – in the case of success, they should be properly compensated for their efforts and for the financial risk (both in time and money) that they have assumed;
69. Class Counsel has worked diligently to advance this litigation to the point of settlement, without any payment for its fees or any guarantee of payment. The current fee request is \$250,000 plus GST and QST, as well as payment of disbursement and expenses for a maximum amount of \$15,000 plus applicable taxes (including the costs of an I.T. expert to retrieve and convert to video Red Bull's television commercials during the Class Period);
70. To conserve and to safeguard the important societal benefits preserved by class actions, especially in the area of consumer protection, it is important that class counsel receive a fair payment on their time to provide the appropriate incentive to future counsel;
71. The Class Counsel fees being requested is less than a 1.5 multiplier of the time expended to date;

vi. The result obtained:

- 72. In terms of monetary compensation, the results obtained in this case is good for Class Members (Settlement Fund of \$850,000);
- 73. The recovery process is very simple, quick and does not require Class Members to provide a proof of purchase or even move to receive their compensation;
- 74. Depending on the total number of Class Members who ultimately complete the claims process, each member could receive up to \$10.00;
- 75. Additionally, one of the objectives of this litigation was to change Red Bull's conduct so as to avoid continuance or reoccurrence of this situation. This objective has been met (see sections III.A.(d) and III.A.(e) of the Settlement Agreement);
- 76. For all of the reasons set forth in the present Application, the Representative Plaintiff's attorney believes that the Settlement Agreement is a favorable result for Class Members;

vii. Fees not contested:

- 77. Red Bull has agreed to pay the class counsel fees and expenses requested herein (see section VII.A. of the Settlement Agreement);
- 78. Further, no Class Member has indicated their intention to contest the request for class counsel fees, despite the successful pre-approval notice campaign (Exhibit RB-2);

IV. CONCLUSION

- 79. It is respectfully submitted that the Settlement Agreement is fair and reasonable and in the best interest of Class Members;
- 80. In reaching this settlement, class counsel engaged in lengthy negotiations. The requested class counsel fees and costs reflect the time and considerable risks expended by class counsel, as well as the complexities of the proceeding, and as such, are fair and reasonable and ought to be approved.

PAR CES MOTIFS, PLAISE AU TRIBUNAL :	FOR THESE REASONS, MAY IT PLEASE THE COURT TO:
[1] ACCUEILLIR la demande du Représentant en approbation de l'Entente de Règlement avec Red Bull Canada Itée et Red Bull GMBH;	[1] GRANT the Representative Plaintiff's Application to Approve a Class Action Settlement with Red Bull Canada LTD. and Red Bull GMBH;
[2] DÉCLARER que les définitions	[2] DECLARE that the definitions set forth

<p>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 l'Entente de Règlement;</p>	<p>in the Settlement Agreement apply to and are incorporated into this judgment, and as a consequence shall form an integral part thereof, being understood that the definitions are binding on the parties to the Settlement Agreement;</p>
<p>[3] APPROUVER l'Entente de Règlement (« Settlement Agreement ») conformément à l'article 590 du <i>Code de procédure civile du Québec</i>, et ORDONNER aux parties de s'y conformer;</p>	<p>[3] APPROVE the Settlement Agreement as a transaction pursuant to article 590 of the <i>Code of Civil Procedure</i>, and ORDER the parties to abide by it;</p>
<p>[4] DÉCLARER que l'Entente de Règlement (incluant son préambule et ses annexes) est juste, raisonnable et qu'elle est dans le meilleur intérêt 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;</p>	<p>[4] DECLARE that the Settlement Agreement, (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 at set forth herein;</p>
<p>[5] ORDONNER ET DÉCLARER que le présent jugement, incluant l'Entente de Règlement, lie chaque Membre du Groupe Visé par le Règlement;</p>	<p>[5] ORDER AND DECLARE that this judgment, including the Settlement Agreement, shall be binding on every Settlement Class Member;</p>
<p>[6] ORDONNER à Velvet Payments, l'administrateur des réclamations, d'envoyer un courriel, à chacune des 195 987 personnes qui ont fourni leurs adresses courriels dans le délai fixé par le Tribunal, contenant l'avis d'approbation (pièce RB-6) et le formulaire de réclamation en ligne (pièce RB-5), dans les quinze (15) jours de la date d'entrée en vigueur du règlement, afin de les informer de l'approbation de l'Entente de Règlement et du délai pour remplir et soumettre le formulaire de réclamation en ligne;</p>	<p>[6] ORDER Velvet Payments, the Claims Administrator, to send an email, to each of the 195,987 people who provided their email addresses within the delay fixed by the Court, containing the Final Settlement Approval Notice (Exhibit RB-6) and online Claim Form (Exhibit RB-5), within fifteen (15) days of the Effective Date of the settlement, in order to inform them of the approval of the Settlement Agreement and the delay to complete and submit the online Claim Form;</p>
<p>[7] DÉCLARER que les membres du groupe qui reçoivent l'avis d'approbation et qui souhaitent soumettre une réclamation doivent le faire de la manière prévue dans l'avis d'approbation (pièce RB-6), au plus</p>	<p>[7] DECLARE that Class Members who receive the Approval Notice and who wish to submit a claim must do so in the manner provided for in the Final Settlement Approval Notice (Exhibit RB-6), on or</p>

tard le 45 ^e jour de la date du jugement à être rendu;	before the 45 th day of the date of judgment to be rendered herein;
[8] APPROUVER le paiement aux Avocats du Groupe de leurs honoraires extrajudiciaires et débours tel que prévu aux paragraphes VII.A. de l'Entente de Règlement;	[8] APPROVE the payment to Class Counsel of its extrajudicial fees and disbursements as provided for at section VII.A. of the Settlement Agreement;
[9] ORDONNER aux parties de faire rapport de l'exécution du jugement à l'expiration du délai prévu au paragraphe III.D.(e) de l'Entente de Règlement;	[9] ORDER the Parties, upon the expiry of the time specified at section III.D.(e) of the Settlement Agreement, to render account of the execution of the judgment;
[10] LE TOUT , sans frais de justice.	[10] THE WHOLE , without legal costs.

Montreal, November 3rd, 2019

(s) LPC Avocat inc.

LPC AVOCAT INC.

Me Joey Zukran

Attorney for the Representative Plaintiff

5800 blvd. Cavendish, Suite 411

Montréal, Québec, H4W 2T5

Telephone: (514) 379-1572

Telecopier: (514) 221-4441

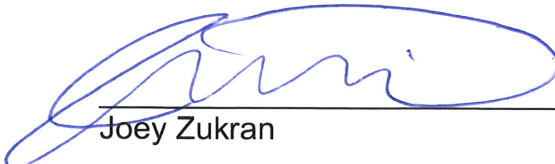
Email: jzukran@lpclex.com

AFFIDAVIT OF JOEY ZUKRAN

I, Joey Zukran, attorney, practicing my profession at 5800 Cavendish Boulevard, Suite 411, Montreal, Quebec, H4W 2T5, solemnly affirm:


1. That I am the attorney for the Representative Plaintiff in the present Action;
2. That I have taken cognizance of the Application attached and the facts alleged therein are accurate to the best of my knowledge;
3. That said Application is made in good faith.


AND I HAVE SIGNED



Joey Zukran

Solemnly affirmed before me at Montreal
this 3rd day of November, 2019







**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL**

**SUPERIOR COURT
(Class Action)**

NO: 500-06-000780-169

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Representative Plaintiff

v.

RED BULL CANADA LTD.

and

RED BULL GMBH

Defendants

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**FONDS D'AIDE AUX ACTIONS
COLLECTIVES**

Impleaded Party

LIST OF EXHIBITS

- Exhibit RB-1:** Copy of Settlement Agreement signed between the Parties;
- Exhibit RB-2:** Copy of the "Final Report" prepared by Velvet Payments dated October 16, 2019;
- Exhibit RB-3:** *En liasse*, copies of media articles concerning the Red Bull settlement from July and August 2019;
- Exhibit RB-4:** *En liasse*, copies of the mailchimp report and email blast sent by class counsel;
- Exhibit RB-5:** *En liasse*, copies of the online Claim Form in English and French;
- Exhibit RB-6:** *En liasse*, copies of the Final Settlement Notice in English and French;

Exhibit RB-7: Affidavit of Michael Attar dated November 3, 2019;

Exhibit RB-8: Copy of the biography of LPC Avocat Inc.

Montreal, November 3rd, 2019

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Me Joey Zukran

Attorney for the Representative
Plaintiff

5800 blvd. Cavendish, Suite 411

Montréal, Québec, H4W 2T5

Telephone: (514) 379-1572

Telecopier: (514) 221-4441

Email: jzukran@lpclex.com

NOTICE OF PRESENTATION

TO: Me Nick Rodrigo
Davies
nrodrigo@dwpv.com

Me Paule Hamelin
Me Mary Thomson
Gowling WLG
Paule.Hamelin@gowlingwlq.com
Mary.Thomson@gowlingwlq.com

Attorneys for Red Bull

Me Frikia Belogbi
Fonds d'aide aux actions collectives
Palais de justice de Montréal
1, rue Notre-Dame Est, bureau 10.30
Montréal, Québec, H2Y 186
frikia.belogbi@justice.gouv.qc.ca

TAKE NOTICE that the present *Application to Approve a Class Action Settlement and for Approval of Class Counsel's Fees* shall be presented for adjudication before the Honourable Chantal Tremblay, J.S.C., on **December 17, 2019 at 9:30 a.m. in room 1.156** of the Montreal Courthouse, situated at 1 Notre-Dame Street East, Montréal (Quebec), H2Y 1B6.

Montreal, November 3rd, 2019

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Me Joey Zukran
Attorney for the Representative Plaintiff
5800 blvd. Cavendish, Suite 411
Montréal, Québec, H4W 2T5
Telephone: (514) 379-1572
Telecopier: (514) 221-4441
Email: jzukran@lpclex.com

500-06-000780-169

(Class Action)
SUPERIOR COURT
DISTRICT OF MONTREAL

MICHAEL ATTAR

Representative Plaintiff

-VS-

RED BULL CANADA LTD. ET ALS.

Defendants

**APPLICATION TO APPROVE A CLASS ACTION
SETTLEMENT AND FOR APPROVAL OF CLASS
COUNSEL'S FEES**

(Articles 590, 591 and 593 C.C.P., article 58 of the
Regulation of the Superior Court of Québec in civil matters,
CQLR c C-25.01, r 0.2.1, and article 32 of the Act Respecting
the Fonds d'aide aux actions collectives, ch. F- 3.2.0.1.1)

ORIGINAL

Me Joey Zukran
LPC AVOCAT INC.
Avocats • Attorneys
5800 blvd. Cavendish, Suite 411
Montréal, Québec, H4W 2T5
Telephone: (514) 379-1572 Fax: (514) 221-4441
Email: jzukran@lpclex.com

BL 6059

N/D: JZ-105
