

C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

S U P E R I O R C O U R T
(Class Action)

NO: 500-06-000865-176

MOSHE CHETRIT

Representative Plaintiff

vs.

SOCIÉTÉ EN COMMANDITE TOURAM

Defendant

and

FONDS D'AIDE AUX ACTIONS
COLLECTIVES

Impleaded Party

and

LPC AVOCAT INC.

Representative Plaintiff's Attorney

**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 PIERRE-C. GAGNON 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 October 8th, 2019, the Court approved the notice program to Class Members set out at section 3.1 of the National Settlement Agreement (the "**Settlement**"), reproduced herewith as **Exhibit R-1**;

2. The Class was described as follows in the authorization judgment of September 12th, 2017:

In English:

All consumers within the meaning of Quebec's *Consumer Protection Act* who, from April 19th to 20th, 2016 (the "Class Period"), purchased a vacation package (flight, hotel, or both) from Defendant, and who, after receiving a purchase confirmation from Defendant at the price which Defendant initially advertised, subsequently had their purchase cancelled by Defendant.

In French (our translation):

Tous les consommateurs au sens de la *Loi sur la protection du consommateur* du Québec qui, du 19 au 20 avril 2016, ont acheté un forfait de vacance (vol, hôtel ou les deux) de la défenderesse et qui, après avoir reçu une confirmation d'achat de la défenderesse au prix que celle-ci a initialement annoncé, ont ensuite vu leur achat annulé par la défenderesse.

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 Affidavit dated October 18th, 2019 of Françoise Casciaro, Manager, Customer Relations, at Touram, filed herewith as **Exhibit R-2 ("Casciaro 1st Affidavit")**;
4. As it appears from paragraphs 4 and 5 of Ms. Casciaro 1st Affidavit, Exhibit R-2, the approval notices were sent to all 34 Class Members identified by Touram and no emails bounced back;
5. Two (2) "opt-outs" were received by class counsel on February 6th, 2019 (prior to this class action being reactivated on April 24th, 2019), copies of which are filed herewith as **Exhibit R-3**;
6. No other "opt-outs" were received by class counsel since then;
7. Five (5) class members object to the Settlement as it appears from **Exhibit R-4**;
8. The Parties have agreed on a draft of the letter to be sent by Touram to the Settlement Class Members should the Settlement be approved (final notice), with the French and English versions respectively filed herewith as **Exhibit R-5**;
9. For the reasons that follow, the Representative Plaintiff asks that this Court approve the Settlement Agreement;

II. APPROVAL OF THE SETTLEMENT AGREEMENT

10. The criteria which the case law has established for approval of a class action settlement are the following:
 - i) The terms and conditions of the Settlement Agreement;
 - ii) The probability of success;
 - iii) The amount and nature of discovery;
 - 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;
11. The Representative Plaintiff submits that an analysis of all of these criteria should lead this Court to conclude that the Settlement is fair and reasonable and in the best interest of Class Members;

i. The terms of the Settlement:

12. 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) Each Settlement Class Member will obtain \$587.23, less the percentage withheld by the Fonds d'aide aux actions collectives (if any), for each passenger on their cancelled Vacation Package reservation, which shall be paid in the form of cheques;
 - b) Each Settlement Class Member will obtain an additional \$27.47 because Mr. Chetrit decided that he prefers to share the \$2,500 provided for at section 7.6 of the Settlement equally amongst all members (bringing the total to **\$614.70** per passenger per booking);¹
 - c) There is no claims process, and the Settlement Class Members do not have to submit any additional documentation to obtain their share of the settlement; and
 - d) Cheques will be sent to Settlement Class Members by mail and Class

¹ For example, if there are five (5) people on a booking, a Member would receive $5 \times \$614.70 = \$3,073.50$ (assuming that no percentage is withheld by the *Fonds d'aide*).

Counsel will advise them of the approval of the settlement by email;

13. In the case of Mr. Chetrit, the compensation of \$3,073.50 (for 5 passengers on his booking) represents 16.20% of the “Lost Value” of \$18,972.65 he was claiming at paragraph 19 of his Originating Application (June 28th, 2019).
14. The Superior Court has already qualified cash awards of more than half of this amount as being “*un montant significatif*” in approving a class action settlement (*Beauchamp c. Procureure générale du Québec*, 2019 QCCS 2421, para. 111).
15. Additionally, this is a significantly better result than the \$100 “Travel Credits” that Touram initially offered Class Members before the class action was instituted (see Exhibit P-5 in support of the *Application to Authorize the Bringing of a Class Action*);

ii. **The probability of success:**

16. It is worth noting that this class action was authorized by consent and that Touram has always contended that it made a good faith, human pricing error, as it appears from paragraphs 2 and 4 of the Affidavit dated December 9th, 2019 of Françoise Casciaro, Manager, Customer Relations, at Touram, filed herewith as **Exhibit R-6 (“Casciaro 2nd Affidavit”)**;
17. While the Representative Plaintiff maintains that his action is well-founded, Touram vigorously denies his claims and allegations, as it appears from Ms. Casciaro’s 2nd Affidavit (Exhibit R-6):

“2. Between April 19 and 20, 2016, a human error resulted in some vacation packages available on the Air Canada Vacations website to be displayed at a fare of \$0, with only the amount of fees and taxes being included in the total price. Class Members booked these vacation packages at a price representing, on average, only 14% of the actual price of their vacation package.”
18. The Parties would have entered into a serious and contradictory debate as to whether the CPA applies to Touram and whether a good faith pricing error as alleged above would exonerate them;
19. The jurisprudence is unsettled on this issue and at least two Court of Quebec judgments have accepted the good faith error and dismissed the consumer’s section 224c) claim with costs (*Faucher c. Costco Wholesale Canada Ltd.*, 2015 QCCQ 3366; *Néron c. Vacances Sunwing*, 2014 QCCQ 1615);
20. 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;

21. Moreover, even if the trial judge were to have concluded in a breach of section 224c), there would have been a vigorous debate as to the *quantum* of damages;
22. In a similar case involving Air Canada, the trial on the merits lasted 5 days (*Hurst c. Air Canada*, 2019 QCCS 4614, para. 7);
23. There is always a risk that the class action would not be successful on the merits after many years of litigation, and this risk is abated through the Settlement which guarantees recovery to Class Members in the amount of \$614.70 per passenger per booking (one of the objectors who had 7 passengers on his booking will receive **\$4,302.90** by cheque under the terms of the Settlement);
24. Lastly, even if the Representative Plaintiff was successful in winning this class action on the merits, class counsel is aware that Touram could very well have exercised its right of appeal in respect of multiple issues, thus resulting in increased risk and considerable delays;

iii. The Amount and Nature of Discovery

25. The Representative Plaintiff's attorneys were given access to and reviewed relevant information concerning Touram's sales to Class Members during the Class Period (on a confidential basis);
26. Exhibit P-2 alleged in support of the Originating Application seems to confirm what is alleged at paragraphs 2 and 4 of Ms. Casciaro 2nd Affidavit (Exhibit R-6) concerning "*only the amount of fees and taxes being included in the total price*", with the vacation packages being displayed in error "*at a fare of \$0*", as it appears from an extract of Plaintiff's Exhibit P-2:

Sub Total	\$ 0.00
Taxes and other fees / Taxes et autres frais	\$ 3,527.35
Total	\$ 3,527.35

27. Given the relatively small size of the class, the Plaintiff and class counsel had enough information to appreciate Touram's total exposure and serious defense;

iv. The Attorneys' Recommendations and their Experience:

28. Class counsel, whose practice is focused in the area of consumer class actions, has negotiated and recommended the terms and conditions of the Settlement;
29. Class counsel believes that the Settlement 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;7.

v. Approval of the Representative Plaintiff:

30. The Representative Plaintiff provided his instructions to enter into the Settlement on his own behalf and on behalf of the Class Members and signed the Settlement (Exhibit R-1), as it appears from the affidavit sworn by Moshe Chetrit dated December 10th, 2019, filed herewith as **Exhibit R-7**;

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

31. If the case were to proceed in an adversarial fashion, there is no doubt that there would be protracted litigation and important costs;
32. 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;
33. Conversely, having obtained a settlement in the form of monetary compensation that could be in the amount of several thousand dollars per member 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:

34. The deadline to opt-out or to object to the Settlement was on November 29th, 2019;
35. Following the dissemination of the Pre-Approval Notices on October 15th, 2019 (as detailed at paragraphs 3 and 4 above) and until this day, no class members have requested to “opt-out” of this class action, except for the two (2) class members who opted-out on February 6th, 2019 (before the settlement), Exhibit R-3;
36. Five (5) Class Members objected to the Settlement (Exhibit R-4);
37. While two (2) of these objections, namely those of Mr. Gabriel Oliel and Ms. Esther Attias Abitbol, were registered in the *plumitif* as an opt-out (*exclusion recours collectif*), the content of their letters (Exhibit R-4 at pages 1-3 and page 5) make it clear that the intent of those Class Members was to object to the Settlement, and not to exclude themselves from the class action (in his cover email Mr. Oliel states “*Please find attached the objection to the proposed settlement...*”);
38. All five objectors appear to be unsatisfied with the financial terms of the settlement and appear to be taking the issue of fault for granted (see, for instance, pages 3 and 6 containing similar language as the following):

“I joined the class action lawsuit in hoping to find a quick and fair settlement. I do not agree with the proposed settlement because Air Canada breached their contract. Under the civil code of Quebec and the Consumer Protection Act, the travel agent is responsible for providing the service as described in the contract.”

39. It is worth noting that several Class Members designated one of them to speak on their behalf, and Class counsel took the time – on multiple occasions – to explain all the legal hurdles of this case to this spokesperson and could provide the email exchanges to the Court upon request, which includes the following from an email from Class counsel to the spokesperson on November 29th, 2019:

*“...I already sent you the judgments in the **Costco** case and the **Sunwing** cases on November 19, 2019 and attach them again. In both cases the consumers making identical arguments to yours **lost in Court and were ordered to pay the Defendants’ costs**. You nonetheless decided to object to the settlement after that date, which is your right.*

We have already had several phone calls and email exchanges concerning the legal issue and at this point I think that it is best that you present your objections to the judge and the Court will ultimately decide whether the amount in the settlement is fair reasonable.

Out of curiosity, however, what amount would you have been satisfied with so that I could at least let Touram and the Court know? During our phone call you had mentioned \$1500, but I do not see that in your objection letter.”²

40. In the November 19, 2019 email referenced above, Class counsel wrote the following to the spokesperson:

*“...As discussed during our call, I understand that you would be satisfied if we could obtain \$1000 more per member. Unfortunately, Air Canada will not agree to this (I agree with you that more is always better, but sometimes in trying to get more you end up with nothing). As such, you have the right to **exclude yourself**, or, alternatively, **object to the terms of the settlement** (you could come to Court and tell the Judge why you feel you deserve more).”*

41. One of the objectors (Exhibit R-4, page 18, second paragraph) mentions that he took steps in small claims court but decided “*de laisser tomber la petite créance et joindre le recours collectif*”. However, upon this person’s request on June 12th,

² The spokesperson never responded to this email.

2017, class counsel verified and informed this person that he never paid the Court stamp for his small claims case.³

- 42. The majority of Class Members did not object to the Settlement and none of them excluded themselves after receiving notice of the Settlement. Therefore, most Class Members, including the Representative Plaintiff, appear to be satisfied with the Settlement.
- 43. Finally, the chart below shows how much each objector will receive given that they have not excluded themselves from the Settlement:

Objector #	# of Passengers	Total Compensation
1	10	\$6,147.00
2	1	\$614.70
3	2	\$1,229.40
4	7	\$4,302.90
5	5	\$3,073.50

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

- 44. The Settlement was negotiated at arm's-length and in utmost good faith by the parties;
- 45. The Settlement Agreement finally came after two years during which the case was suspended and following a full-day settlement meeting on July 15th, 2019;
- 46. The detailed negotiations of the final text of the Settlement were concluded several months thereafter;

III. APPROVAL OF CLASS COUNSEL FEES

- 47. Touram has agreed to pay class counsel fees (\$20,700 plus taxes) and disbursements (\$1,714 representing the Court Stamp) in accordance with section 7.7 of the Settlement, representing 24.88% of the total value of the Settlement of \$83,213.83 (pursuant to section 1.1 (iv));
- 48. Consistent with the terms of the Settlement, class counsel is requesting that this Honourable Court approve these amounts;
- 49. The following criteria have been developed by the jurisprudence in order to determine whether Class Counsel's fees are fair and reasonable:

³ The email thread from June 12th, 2017 is available upon request.

- 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;

50. 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:

51. The Representative Plaintiff's *Application for Authorization to Institute a Class Action* was initially filed on June 6th, 2017 and the Originating Application was filed on June 28th, 2019, as it appears from the Court record;

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

53. The Representative Plaintiff's attorneys nonetheless worked approximately 100 hours on this file up until December 10th, 2019 and the work is ongoing (the approval hearing is scheduled for December 18th, 2019);

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

55. 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;

56. Class Counsel has dedicated 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;

57. The Class Counsel fees requested are lower than what is provided for in the mandate and represent a negative multiplier of the time expended in the file;

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

58. The issues of consumer protection – as alleged by the Representative Plaintiff against Touram in his Application – are directly related to the access to justice for consumers;

59. 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 most would be small claims). 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;
60. If it were not for this class action, Class Members would not have been likely to recover damages, aside from the \$100 travel credit initially offered by Touram;
61. 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:

62. Among some of the difficulties would have been to counter the defenses raised by Touram, notably in Ms. Casciaro's 2nd Affidavit (Exhibit R-6):
63. Touram would have also produced witnesses and expert evidence to counter the Representative Plaintiff's assertions and to back up their claims that they committed no fault;
64. A very significant amount of time, energy, and financial resources would have been necessary to counter Touram's factual and expert evidence, as well as their legal arguments;
65. In sum, Class Members would have faced complex legal issues in order to establish Touram's fault;
66. 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:

67. 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 R-8**;
68. 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;
69. The professional services offered by LPC Avocat Inc. are unusual and require specific expertise and professionalism;

70. 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;
71. There are only a small number of attorneys who take on class action matters in Quebec;

v. The risk assumed by class counsel:

72. 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;
73. 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;
74. No request for any funding was made to the *Fonds d'aide aux actions collectives*;
75. Class counsel assumed all costs and financial risks associated to the present class action;
76. 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;
77. 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 \$20,700 plus GST and QST, as well as payment of disbursement for a maximum amount of \$1,714;

vi. The result obtained:

78. In terms of monetary compensation, the results obtained in this case is good for Class Members (each member can receive several thousand dollars which is rare for most consumer class actions);
79. The recovery process is very simple, quick and does not require Class Members to provide a proof of purchase or to do anything at all to receive their compensation;
80. Each member will receive a cheque by mail in the amount of \$614.70 per person on their booking (for instance, someone with 5 passengers will receive \$3,073.50);
81. 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:

82. Touram has agreed to pay the class counsel fees and expenses requested herein (section 7.7 of the Settlement);
83. Further, no Class Member has indicated their intention to contest the request for class counsel fees, despite the successful pre-approval notice campaign (Exhibit R-2) and the five objections;

IV. CONCLUSION

84. For all of the reasons above, it is respectfully submitted that the Settlement is fair, reasonable and in the best interest of Class Members 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 Société en commandite Touram;	[1] GRANT the Representative Plaintiff's Application to Approve a Class Action Settlement with Société en commandite Touram;
[2] DÉCLARER que les définitions contenues dans l'Entente de Règlement Nationale 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 Nationale;	[2] DECLARE that the definitions set forth in the National 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 National Settlement Agreement;
[3] APPROUVER l'Entente de Règlement Nationale (« National Settlement Agreement ») conformément à l'article 590 du <i>Code de procédure civile du Québec</i> , et ORDONNER aux parties de s'y conformer;	[3] APPROVE the National 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;
[4] DÉCLARER que l'Entente de Règlement Nationale (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;	[4] DECLARE that the National 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>[5] ORDONNER ET DÉCLARER que le présent jugement, incluant l'Entente de Règlement Nationale, lie chaque Membre du Groupe Visé par le Règlement;</p>	<p>[5] ORDER AND DECLARE that this judgment, including the National Settlement Agreement, shall be binding on every Settlement Class Member;</p>
<p>[6] ORDONNER à Société en commandite Touram d'émettre les chèques aux membres du groupe, dans le délai précisé dans l'entente de règlement nationale, au montant de 614,70 \$ pour chaque passager sur sa réservation de Forfait vacances annulée, par courrier postal accompagné d'une lettre qui prendra la forme prévue à l'annexe C de l'entente de règlement nationale (pièce R-5);</p>	<p>[6] ORDER Société en commandite Touram to issue the cheques to the Settlement Class Members, within the time specified in the National Settlement Agreement, in the amount of \$614.70 for each passenger on their cancelled Vacation Package reservation, by postal mail along with a letter that shall take the form provided for in Schedule C to the National Settlement Agreement (Exhibit R-5);</p>
<p>[7] APPROUVER le paiement aux Avocats du Groupe de leurs honoraires extrajudiciaires et débours tel que prévu aux paragraphes 7.7 de l'Entente de Règlement Nationale;</p>	<p>[7] APPROVE the payment to Class Counsel of its extrajudicial fees and disbursements as provided for at section 7.7 of the National Settlement Agreement;</p>
<p>[8] ORDONNER aux parties, dans un délai de 12 mois à l'expiration du délai précisé à l'article 2.3 de l'Entente de Règlement Nationale, de faire rapport de l'exécution du jugement;</p>	<p>[8] ORDER the Parties to, within 12 months upon the expiry of the time specified at section 2.3 of the National Settlement Agreement, render account of the execution of the judgment;</p>
<p>[9] LE TOUT, sans frais de justice.</p>	<p>[9] THE WHOLE, without legal costs.</p>

Montreal, December 10th, 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:

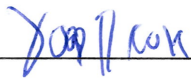
1. That I am the attorney for the Representative Plaintiff in the present Action;
2. That I have taken cognizance of the Application attached and the facts alleged therein are accurate to the best of my knowledge;
3. That said Application is made in good faith.

AND I HAVE SIGNED



Joey Zukran

Solemnly affirmed before me at Montreal
this 10th day of December, 2019



Avocat 7291527

C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

S U P E R I O R C O U R T
(Class Action)

NO: 500-06-000865-176

MOSHE CHETRIT

Representative Plaintiff

vs.

SOCIÉTÉ EN COMMANDITE TOURAM

Defendant

LIST OF EXHIBITS

- Exhibit R-1:** Copy of Settlement Agreement signed between the Parties;
- Exhibit R-2:** Affidavit of Françoise Casciaro dated October 18th, 2019;
- Exhibit R-3:** *En liasse*, copies of two (2) “opt-outs” were received by class counsel on February 6th, 2019;
- Exhibit R-4:** *En liasse*, copies of five (5) objections received by class counsel;
- Exhibit R-5:** *En liasse*, copies of final notice to members (with cheque);
- Exhibit R-6:** Affidavit of Françoise Casciaro dated December 9th, 2019;
- Exhibit R-7:** Affidavit of Moshe Chetrit dated December 10th, 2019;
- Exhibit R-8:** Copy of the biography of LPC Avocat Inc.

Montreal, December 10th, 2019

(s) *LPC Avocat Inc.*

LPC AVOCAT INC.
Me Joey Zukran

NOTICE OF PRESENTATION

TO: Me Simon J. Seida

Blake, Cassels & Graydon S.E.N.C.R.L./s.r.l.
1 Place Ville Marie, Bureau 3000
Montréal (Québec) H3B 4N8
simon.seida@blakes.com

Attorneys for Société en commandite Touram

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 Pierre-C. Gagnon, J.S.C., on **December 18th, 2019 at 9:30 a.m. in room 2.08** of the Montreal Courthouse, situated at 1 Notre-Dame Street East, Montréal (Quebec), H2Y 1B6.

Montreal, December 10th, 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

500-06-000865-176

(Class Action)
SUPERIOR COURT
DISTRICT OF MONTREAL

MOSHE CHETRIT

Representative Plaintiff

-VS-

SOCIÉTÉ EN COMMANDITE TOURAM

Defendant

**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.
5800 blvd. Cavendish, Suite 411
Montréal, Québec, H4W 2T5
Telephone: (514) 379-1572 Fax: (514) 221-4441
Email: jzukran@jpclex.com

BL 6059

N/D: JZ-152
