

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: 500-06-000843-173

GIOVANNI PAQUIN

Representative Plaintiff

-vs-

PROCUREUR GÉNÉRAL DU QUÉBEC /
ATTORNEY GENERAL OF QUEBEC

Defendant

and

LPC AVOCATS

Representative Plaintiff's Attorneys

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

(Article 590 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 KAREN M. ROGERS 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. The initial application to authorize a class action was filed on February 1, 2017 and was amended several times, as it appears from the Court record;
2. On August 21, 2018, the Court authorized the class action and appointed Mr. Paquin the Representative Plaintiff of the following class:

“All residents, who at any time since March 21, 2015, resided within 350 meters of that section of the Saint-Jacques Street, (including the Saint-Jacques overpass), which runs West to East, intersecting the

West perimeter of Girouard Avenue in the City of Montreal, Borough of Notre-Dame-de-Grâce, and the East perimeter of Decarie Boulevard in the same Borough.”

3. On June 11, 2020, the parties filed an “*Application for Approval of Notices to Class Members of a Settlement Approval Hearing and to Appoint a Claims Administrator*”, along with a copy of the “*Transaction réglant l’action collective*” (the “**Transaction**”) filed herewith as **Exhibit S-1**;
4. On August 4, 2020, the Court notably: (i) approved the form and content of the pre-approval notices pursuant to Annex 3.1 of the Transaction, as well as the publication plan provided for at paragraph 18 and Annex 4 of the Transaction; (ii) appointed Velvet Payments Inc. as the Claims Administrator; (iii) fixed the dates for Class Members to opt-out or object to the Transaction; and (iv) scheduled the approval hearing for October 15, 2020, as it appears from the Court record;
5. Pursuant to the Transaction and the Court’s judgment of August 4, 2020, the parties disseminated and published the notices as follows:
 - a) On August 6, 2020, Class Counsel posted the English and French version of the Pre-Approval Notice on its website (<http://www.lpclex.com/turcot>) and sent the Pre-Approval Notice to those persons who had registered their e-mails on Class Counsel’s website to express their interest in the present class action, as it appears from **Exhibit S-2**;
 - b) The AGQ also posted the English and French version of the Pre-Approval Notice on the Turcot Project website¹ as it appears from **Exhibit S-3**;
 - c) On September 9, 2020, the notices were published in English and French on the full back cover page of the Suburban, a copy of which is filed as **Exhibit S-4**;
6. To date, no Class Members have objected to the Transaction and no Class Members have requested their exclusion. However, a small number of Class Members contacted Class Counsel to express their discontent that they are not being compensated under the terms of the Transaction;
7. The Parties have agreed on a draft of the Notice of Approval of the Transaction and the mode of publication (see Annex 4 of the Transaction at section 2 titled “*Avis d’approbation*”), with the French and English versions respectively communicated *en liasse* as **Exhibit S-5** (as provided for at Annex 3.2 of the Transaction);
8. The only date available for publication on the back cover of the Suburban within a reasonable delay was **November 4, 2020** (Class Counsel was informed that many companies reserve the back cover in advance and have right of first

¹ <https://www.turcot.transports.gouv.qc.ca/fr/projet/documentation/Pages/default.aspx>

refusal). As such, the parties have already reserved this date for the Notice of Approval of the Transaction to appear in the Suburban;

9. For the reasons that follow, the Representative Plaintiff asks that this Court approve the Transaction pursuant to article 590 C.C.P.;

II. APPROVAL OF THE TRANSACTION AGREEMENT

10. 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 recommendation of a neutral third party, if applicable
- viii) The number and nature of any opt-outs and/or objectors;
- ix) 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 Transaction is fair and reasonable and in the best interest of Class Members;

i. The Probability of Success:

12. While the Representative Plaintiff maintains that his action is well-founded, the Defendant vigorously denied his claims and allegations. The Transaction specifically indicates that the Defendant denies any liability or wrongdoing, denies that the Plaintiff or the Class Members have any justifiable claim for relief, and denies that it has any liability to the Plaintiff or to the Class Members (see preamble at page 2 and clause 10):

ATTENDU QUE selon la défenderesse, en vertu de l'article 28 de la *Loi sur la voirie*, L.R.Q. c. V-9, le MTQ, à titre de donneur d'ouvrage dans le cadre du Projet Turcot, **n'est pas responsable du préjudice causé par la faute d'un constructeur ou d'un entrepreneur** à qui des travaux de construction ou de réfection ont été confiés;

ATTENDU QUE le bruit, la poussière et les vibrations sont le propre de tout chantier, routier ou de construction, et ne sont pas automatiquement générateurs de dommages indemnisables légalement;

ATTENDU QUE des mesures ont été mises en place par les constructeurs pour limiter les inconvénients inhérents au Projet Turcot, incluant ceux liés à la reconstruction du pont Saint-Jacques;

...

ATTENDU QUE le prolongement des murs anti-bruit sur la rue Addington et l'avenue Prud'homme **a été refusé** par une majorité des résidents consultés;

...

ATTENDU QUE les personnes dont la résidence est rapprochée de la zone des travaux de reconstruction du pont Saint-Jacques pourraient avoir subi plus d'inconvénients que les personnes dont la résidence en est plus éloignée, notamment **vu que l'intensité du bruit diminue rapidement plus on s'éloigne** de la zone des travaux;

ATTENDU QUE les parties souhaitent régler l'Action collective sous toutes réserves et sans aucune admission de responsabilité, par concessions mutuelles :

...

10. Nulle disposition de la transaction ne doit être interprétée comme une concession ou une admission de la faute ou de la responsabilité de la Défenderesse;

13. The parties would have entered into a serious, costly and contradictory debate as to whether the Defendant committed the alleged faults and whether its liability is triggered;
14. It goes without saying that these debates would have extended to the parties hiring experts (including sound experts) and bringing in residents to testify at trial in order to counter each other's claims;
15. Residents may have had to prove their eligibility in a more complicated manner than the simple online form (Annex 5 of the Transaction), as provided for under clauses 6, 12, 21 and 23 of the Transaction;
16. There was always the risk that: i) the case would not be successful on the merits; or ii) it would be difficult to recover even if it were successful on the merits after many years of litigation (for example, difficulties in identifying class members who have moved, deceased, etc.), and this risk is abated through the Transaction, which guarantees compensation to certain Class Members;

17. Lastly, the Representative Plaintiff and Class Counsel are aware that even if they are successful on the merits of this class action, the Defendant could very well have filed appeals in respect of multiple issues, thus resulting in increased risk and considerable delays;

ii. **The Amount and Nature of Discovery**

18. During settlement negotiations, the Representative Plaintiff and his attorneys were given access to and reviewed relevant data relating to the sound levels in the area concerned by the present class action;
19. The data disclosed by the Attorney General of Quebec showed that persons whose residence was closer to the area of the reconstruction work on the Saint-Jacques Bridge may have suffered more inconveniences than persons whose residences were further away from the area of the work, particularly since the intensity of the noise decreases rapidly the further away from the area of the works;
20. On October 6, 2020, Line Gamache (ingénieure en génie physique, spécialisée en acoustique, à la Direction de la planification et de la mobilité durable au sein du Ministère des Transports) signed an affidavit, supported by Exhibits LG-1 to LG-4, communicated herewith as **Exhibit S-6**;
21. The information contained in Exhibits LG-1 to LG-4 was provided to the Attorney General of Québec for the purpose of the negotiations and were used by the parties to conclude the Transaction;
22. In reaching the terms of the Transaction, the following was also considered:
 - a) The Parties would have spent important resources and would have required complex expertise, including sound surveys, to determine whether there was a fault, and then what the aggregate amount of the damages would be;
 - b) The parties would have tendered a great deal of evidence countering each other's claims;
 - c) Much of this evidence would have been complicated to obtain, notably due to the fact that the action was only filed in 2017 and the class period begins in 2015; and
 - d) The Attorney General of Quebec has always contended that it did not commit a fault and is not liable to any of the Class Members.

iii. The Terms of the Transaction:

23. The Transaction has certain advantages and disadvantages. This section will discuss both;
24. It is important to recall that the class action was authorized on behalf of all residents, who at any time since March 21, 2015, resided within 350 meters of that section of the Saint-Jacques Street, (including the Saint-Jacques overpass), which runs West to East, intersecting the West perimeter of Girouard Avenue and the East perimeter of Decarie Boulevard;
25. Annex 2.1 (page 13 of the Transaction) contains the detailed list of residential addresses which, for the purposes of settlement, the parties identified as being part of the settlement class and consistent with the class authorized by the Court. The pre-approval notices also listed these addresses as follows:
 - Even addresses from 906 to 1100 inclusively on Addington Avenue;
 - Even addresses from 940 to 1106 inclusively and odd addresses from 901 to 1091 inclusively on Girouard Avenue;
 - Even addresses from 922 to 1068 inclusively and odd addresses from 929 to 1087 inclusively on Old Orchard Avenue;
 - Even addresses from 916 to 1012 inclusively on Oxford Avenue;
 - Odd addresses from 933 à 967 inclusively on Harvard Avenue;
 - Even address 5610 and odd addresses from 5451 to 5695 inclusively on St-Jacques Street;
 - Even addresses from 5450 to 5570 inclusively and odd addresses from 5529 to 5567 inclusively on Upper Lachine Road;
 - Odd addresses from 941 to 1943 inclusively on Prud'homme Avenue;
 - Even addresses from 952 to 1082 inclusively on Decarie Boulevard;
 - Even addresses from 5306 to 5314 inclusively on Crowley Avenue.
26. Annex 2.2 (page 16 of the Transaction) contains the detailed list of residential addresses included in the perimeter eligible for compensation. The pre-approval notices also listed these addresses as follows:
 - Even addresses from 906 to 972 inclusively on Addington Avenue;
 - Odd addresses from 901 to 923 inclusively on Girouard Avenue;
 - Odd addresses from 5451 to 5493 inclusively on St-Jacques Street.

Advantages of the Transaction:

27. The Transaction is a favorable result for Class Members residing in an address listed at Annex 2.2 of the Transaction, in that it provides for a resolution of the litigation and for the following noteworthy benefits:
 - a) Collective recovery in the form of a settlement fund in the amount of

\$168,000 (**clause 3**);

- b) Compensation in the amount of \$85 per month per person before deductions for 2016 and \$55 per month per person before deductions for 2017 (**clauses 13 and 14**);
- c) A possible 10% bonus in addition to the compensation above (**clause 15**);
- d) The compensation can be as high as \$1,167.96 per Class Member (see chart at **Annex 5**, at the top of **page 47** of the Transaction). Multiple members of the same residence can *each* receive the compensation, meaning that a family of four can receive up to \$4,671.84;
- e) The balance remaining after payment of the compensation, including the bonus if applicable, and the amounts due in accordance with article 598 C.p.c. will be distributed to the Fonds d'aide aux actions collectives in accordance with the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, F-3.2.0.1.1, r. 2, and to the Access to Justice Fund, as provided by article 596 C.C.P. (**clause 16**);
- f) The claim form is short and can easily be completed online. A claims administrator was hired in order to facilitate the process and assist members with their claims. Payments will be promptly sent by email via Interact e-transfer to the Class Members' email addresses, or by cheque if they do not have a valid Canadian bank account (**Annex 6** of the Transaction, **pages 49-59**);

Disadvantages of the Transaction:

- 28. The main disadvantage of the Transaction is that all of the individuals who resided in the addresses listed in Annex 2.1 are giving a release to the Attorney General of Quebec, but only those having resided at the addresses listed in Annex 2.2 are being compensated;
- 29. Notwithstanding the above, Class Members had the opportunity to exclude themselves from the Transaction or object thereto. Class Counsel took the time to explain these options to Class Members who raised these concerns and nobody has formally requested their exclusion or objected to the Transaction to date;

iv. The Attorneys' Recommendations and their Experience:

- 30. Class Counsel, whose practice is focused almost entirely in the area of class actions, has negotiated and recommended the terms and conditions of the Transaction;
- 31. Class Counsel recommends this Transaction which respects the rule of proportionality and provides substantial relief and benefits in the circumstances

and in light of the risks that would arise from continuing the litigation;

v. Approval of the Representative Plaintiff:

32. The Representative Plaintiff provided his instructions to enter into the Transaction Agreement on his own behalf and on behalf of the Class Members and signed the Transaction, as it appears from Exhibit S-1;

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

33. If the case were to proceed in an adversarial fashion, there is no doubt that there would be protracted litigation and important costs;
34. 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 (see, for instance, *Maltais c. Procureure Générale du Québec*, file no. 200-06-000115-090, where an authorization application based on similar allegations as in the present case was first filed in 2009, dismissed by both lower Courts and an application for leave to the Supreme Court of Canada was just filed on August 31, 2020, file no. 39315);
35. Conversely, having obtained a settlement in the form of compensation for certain Class Members is in the interests of judicial economy, proportionality and a favorable result;

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

36. The deadline to opt-out or to object to the Transaction is October 12, 2020;
37. Following the publication of the Pre-Approval Notices in August and September of 2020, no formal “opt-out” requests were received by Class Counsel to date;
38. There have been no formal objections to the Transaction to date, although a small number of Class Members contacted Class Counsel to express their disappointment with the fact that they would be giving the Defendant a release, but not receiving compensation under the terms of the Transaction. Class Counsel diligently informed these members of their rights to opt-out or object to the Transaction, as well as the consequence of doing nothing;

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

39. The Transaction was negotiated at arm’s-length, in utmost good faith and without collusion between the parties;
40. The negotiations that led to the Transaction were adversarial. The parties met and spoke several times until an agreement was eventually concluded in June of 2019. Some of the notable steps leading up to the Transaction were:

- The *Application to Authorize* this class action was amended several times since its original filing on February 1, 2017;
 - A two-day authorization hearing took place on January 22-23, 2018 (additional written arguments were submitted by the parties on February 23 and 28, 2018);
 - Several in-person meetings took place between the parties before the terms of the Transaction were ultimately agreed to by all side;
41. By all accounts, the lead up to the Transaction, the negotiations concerning the disclosure of information and the negotiations of the details of the Transaction were all done in an adversarial manner and hard fought up until the end;

III. APPROVAL OF CLASS COUNSEL FEES

42. The Attorney General of Quebec has agreed, subject to Court approval, to pay Class Counsel extra-judicial fees in the amount of \$56,100 plus taxes and \$3,500 (inclusive of taxes) to cover all judicial fees, fees, costs and disbursements, in accordance with clause 4 of the of the Transaction;
43. It is worth noting that paragraph 53 of the authorization judgment awarded legal fees to the Plaintiff and that these fees are included in the \$3,500 of disbursements being requested herein (i.e. they are not being claimed twice):
- [153] **WITH LEGAL FEES** against Defendant, including the costs related to the publication of the notices to class members.
44. Class Counsel's extra-judicial fees in the total amount of \$56,100 (plus GST & QST) represents **30%** of the total settlement value of **\$187,000**, based on the following:

	Clause	Total
Settlement Fund:	1h)	\$168,000
Costs of notices in the Suburban (before taxes):	5	\$4,000
Claims Administration (minimum and before taxes):	6	\$15,000
TOTAL:		\$187,000

45. Class Counsel is requesting that this Honorable Court approve the amounts agreed to in the Transaction, which are consistent with the jurisprudence. 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;

46. 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:

- 47. The Representative Plaintiff's *Application for Authorization to Institute a Class Action* was initially filed on February 1, 2017 and amended several times thereafter, as it appears from the Court record;
- 48. As it appears from the list at para. 40 above, it took approximately 3 years to arrive at the Transaction since the original filing (including the litigation and negotiations);
- 49. Combined, the Representative Plaintiff's attorneys worked over a total of **420 hours** as of October 6, 2020. The unbilled time to date is more than **\$115,600.00**. The work is ongoing, including preparation for the October 15 approval hearing and collaborating with the claims administrator at the execution stage;
- 50. Class Counsel's detailed time sheets will be made available for the Court upon request, under seal and in a manner that safeguards confidentiality;
- 51. 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. This includes assisting with the claims process (in order to maximize the take-up rate) and being available to all Class Members while the claims process is still active;
- 52. 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 (the mandate can be made available to the Court upon request):

4. I agree that my attorneys, Ticket Légal Inc., shall be entitled to extrajudicial fees in the amount of **thirty percent (30%) plus taxes** of any amounts awarded for the benefit of the Representative and members of the class and potential subclasses in connection with this class action, from any source whatsoever (whether from a transaction or as a result of a judgment), and this as of the opening of this file. These extrajudicial fees apply to amounts collected for and on behalf of the entire class and potential subclasses under this class action and are in addition to the legal fees that could be attributed to my attorneys;

5. I agree that my attorneys shall be reimbursed for the disbursements and other expenses related to this mandate, including but not limited to travel, deliveries, supplies, fees or charges of third parties, long distance charges, photocopies and faxes;

53. This mandate was transferred from Ticket Legal Inc. to LPC Avocat Inc. (Me Zukran was an attorney at both firms and always the attorney of record in the present file. The transfer does not impact the settlement or fee approval in any manner);
54. At all times, this litigation was complex and high-risk. Class Counsel conducted extensive legal and factual research in support of this claim and conducted important settlement negotiations;
55. The process of finalizing the Transaction and the related Exhibits and other documents, continued for more than one year following the achievement of a settlement in principle. Further work was also undertaken in anticipation of the settlement approval hearing, including the preparation of the present Application and argument plan;

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

56. The issues – as alleged by the Representative Plaintiff against the Attorney General of Quebec in his Application – are directly related to the access to justice for a modest number of individuals who can benefit from the Transaction;
57. Often, claims of this nature are claims involving complicated evidentiary and technical issues, but yet relatively small sums of money. They can only be pursued through class actions because individually, a person would not have the means to obtain justice against large corporations, or the government in this case, who have considerable financial resources at their disposal;
58. If it were not for this class action, Class Members would not have been likely to institute individual actions to obtain compensation;

59. 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:

60. Having already authorized the present class action, the Court is cognisant of the difficulties and challenges that the Representative Plaintiff would have faced on the merits of this class actions (see, for instance, paras. 117, 120 & 127 of the authorization judgment);

61. The Defendant would also have produced numerous witnesses and expert evidence to counter the Representative Plaintiff's assertions and to back up their claims that it committed no fault and is not liable for any damages (see, for instance, Exhibit S-6);

62. A very significant amount of time, energy, and financial resources (such as mandating experts) would have been necessary to counter the Defendant's factual and expert evidence, as well as its legal arguments;

63. In sum, Class Members would have faced complex evidence issues, in order to establish the Defendant's fault and liability;

64. 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:

65. LPC Avocats' practice is focused almost entirely on class actions and the firm is currently piloting 25 active class actions (both in Quebec and nationally), as it appears from the firm's biography filed herewith as **Exhibit S-7**;

66. Given that LPC Avocats 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;

67. The professional services offered by LPC Avocats are unusual and require specific expertise and professionalism;

68. 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;

69. 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:**

70. 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;
71. 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;
72. No request for any funding was made to the *Fonds d'aide aux actions collectives*;
73. Class Counsel assumed all costs and financial risks associated to the present class action;
74. 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;
75. 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;
76. 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;
77. The Class Counsel fees being requested have been considered acceptable by the Courts in similar circumstances (both in terms of percentage and multiplier);
78. We reemphasize that Class Counsel's fees in the total amount of \$56,100 (plus taxes) represents **30%** of the total settlement value of \$187,000. The unbilled time expended to date exceeding \$115,600 represents a negative multiplier of **0.485 times**;

vi. **The result obtained:**

79. In terms of monetary compensation, the result obtained in this case is very good for Class Members. The claims and recovery processes are very simple and quick;
80. As detailed above, compensation is in the amount of \$85 per month per person before deductions for 2016 and \$55 per month per person before deductions for 2017 (**clauses 13 and 14**). There is a possibility for 10% bonus depending on the take-up rate (**clause 15**). The compensation can be as high as \$1,167.96 per Class Member (see chart at **Annex 5**, at the top of **page 47** of the Transaction).

The balance remaining would be distributed to the Fonds d'aide aux actions collectives and to the Access to Justice Fund (**clause 16**);

vii. Fees not contested:

81. The Defendant has agreed, subject to Court approval, to pay the Class Counsel fees and disbursements requested herein (as per clause 4 of the Transaction);
82. Further, no Class Member has indicated their intention to contest the request for Class Counsel fees which were expressly mentioned in the pre-approval notice;

IV. APPROVAL OF CLAIMS ADMINISTRATION FEES

83. Under the terms of the Transaction, it was negotiated and agreed that the Attorney General of Quebec would contribute a maximum of \$15,000 plus taxes towards the costs of claims administration and that Class Counsel is solely responsible for assuming any costs exceeding this amount;
84. To this end, clause 6 of the Transaction provides that the Attorney General of Quebec will pay Class Counsel \$15,000.00 plus GST & QST, to be used towards payment of the claims administrator's fees and costs;
85. Class Counsel respectfully asks the Court to approve this payment pursuant to clause of the Transaction;

PAR CES MOTIFS, PLAISE AU TRIBUNAL :	FOR THESE REASONS, MAY IT PLEASE THE COURT TO:
[1] ACCUEILLIR la demande du Représentant en approbation de la transaction et pour approbation des honoraires des avocats du groupe;	[1] GRANT the Representative Plaintiff's <i>Application to Approve a Class Action Settlement and for Approval of Class Counsel's Fees</i> ;
[2] DÉCLARER que les définitions contenues dans la transaction s'appliquent et sont incorporées au présent jugement, et en conséquence en font partie intégrante, étant entendu que les définitions lient les parties à la transaction;	[2] DECLARE that the definitions set forth in the Transaction 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 Transaction;
[3] APPROUVER la « Transaction réglant l'action collective » 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 Transaction (the " <i>Transaction réglant l'action collective</i> ") as a transaction pursuant to article 590 of the <i>Code of Civil Procedure</i> , and ORDER the parties to abide by it;

<p>[4] DÉCLARER que la transaction (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 Transaction (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 Members as set forth herein;</p>
<p>[5] ORDONNER et DÉCLARER que le présent jugement, incluant la Transaction réglant l'action collective, lie chaque Membre du Groupe;</p>	<p>[5] ORDER and DECLARE that this judgment, including the Transaction, shall be binding on every Class Member;</p>
<p>[6] ORDONNER aux parties de diffuser les avis d'approbation (Annexe 3.2) conformément à la section 2 de l'Annexe 4 de la Transaction, afin d'informer les Membres du Groupe de l'approbation de la Transaction et du délai pour soumettre leurs réclamations;</p>	<p>[6] ORDER the parties to disseminate the approval notices (Annex 3.2) pursuant to section 2 of Annex 4 of the Transaction, in order to inform the Class Members of the approval of the Transaction and of the delay to submit their claims;</p>
<p>[7] APPROUVER le paiement aux Avocats du Groupe de leurs honoraires extrajudiciaires et débours tel que prévu au paragraphe 4 de la transaction;</p>	<p>[7] APPROVE the payment to Class Counsel of its extrajudicial fees and disbursements as provided for at clause 4 of the Transaction;</p>
<p>[8] APPROUVER le paiement unique de 15 000 \$ plus TPS et TVQ, à titre d'honoraires et pour les dépenses de l'Administrateur des réclamations, conformément au paragraphe 6 de la transaction;</p>	<p>[8] APPROVE the one-time payment of \$15,000 plus GST & QST, to be used towards payment of the Claims Administrator's fees and costs, pursuant to clause 6 of the Transaction;</p>
<p>[9] ORDONNER aux parties de faire rapport de l'exécution du jugement à l'expiration du Période de distribution prévue au paragraphe 1r) de la transaction;</p>	<p>[9] ORDER the Parties, upon the expiry of the Distribution Period specified at clause 1r) of the Transaction, to render account of the execution of the judgment;</p>
<p>[10] LE TOUT, sans frais de justice.</p>	<p>[10] THE WHOLE, without legal costs.</p>

Montreal, October 8, 2020

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Per: Mtre Joey Zukran

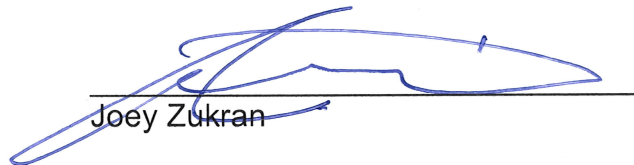
Attorney for Representative Plaintiff

AFFIDAVIT OF JOEY ZUKRAN

I, Joey Zukran, attorney, practicing my profession at 276, rue Saint-Jacques, Suite 801, Montreal, Quebec, H2Y 1N3, solemnly affirm:


1. That I am one of the attorneys 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 8th day of October, 2020



Francois Bedue. Lawyer
1864360.

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: 500-06-000843-173

GIOVANNI PAQUIN

Representative Plaintiff

-vs-

**PROCUREUR GÉNÉRAL DU QUÉBEC /
ATTORNEY GENERAL OF QUEBEC**

Defendant

and

LPC AVOCAT INC.

Representative Plaintiff's Attorneys

LIST OF EXHIBITS

- Exhibit S-1:** Copy of the Transaction signed on October 6, 2020;
- Exhibit S-2:** Copy of the email sent by class counsel to class members on August 6, 2020, containing the pre-approval notice;
- Exhibit S-3:** *En liasse*, screen captures showing the English and French versions of the pre-approval notice on the Turcot Project website;
- Exhibit S-4:** September 9, 2020, back cover page of the Suburban containing the bilingual pre-approval notice;
- Exhibit S-5:** *En liasse*, copies of the Notice of Approval of the Transaction in English and French;
- Exhibit S-6:** *En liasse*, copy of the October 6, 2020 affidavit sworn by Line Gamache and Exhibits LG-1 to LG-4;
- Exhibit S-7:** Copy of the biography of LPC Avocat Inc.;

Exhibit S-8: Affidavit signed by Giovanni Paquin.

Montreal, October 8, 2020

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Per: Mtre Joey Zukran

Attorney for Representative Plaintiff

NOTICE OF PRESENTATION

TO: Me Maryse Loranger
Me Emilie Fay-Carlos
Bernard, Roy (Justice – Québec)
bernardroy@justice.gouv.qc.ca
Attorneys for the Attorney General of Quebec

TAKE NOTICE that the present *Application to Approve a Class Action Settlement and for Approval of Class Counsel Fees* shall be presented for adjudication before the Honourable Karen M. Rogers, J.S.C., on **October 15, 2020, at 9:30 a.m. in room 2.08** of the Montreal Courthouse.

Montreal, October 8, 2020

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Per: Mtre Joey Zukran

Attorney for Representative Plaintiff

500-06-000843-173

(Class Action)
SUPERIOR COURT
DISTRICT OF MONTREAL

GIOVANNI PAQUIN
Representative Plaintiff

-vs-

ATTORNEY GENERAL OF QUEBEC
Defendant

and

LPC AVOCAT INC.
Representative Plaintiff's Attorneys

**APPLICATION TO APPROVE A CLASS ACTION
SETTLEMENT AND FOR APPROVAL OF CLASS COUNSEL'S FEES**
(Article 590 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

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N/D: 555-45
