

CANADA

SUPERIOR COURT

(Class Action)

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

GERTRUDE GILLICH

Representative Plaintiff

N° : 500-06-000989-190

-vs-

APR (SAINT-JEAN) INC. (d.b.a. Mercedes-Benz
West Island)

Defendant

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and among the Representative Plaintiff, Gertrude Gillich, on behalf of herself and the Settlement Class Members, and Defendant APR (Saint-Jean) Inc. d.b.a. Mercedes-Benz West Island (“**MBWI**”), and resolves the Action. Subject to Court approval as required by the *Code of Civil procedure*, and as provided herein, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in this Settlement Agreement and upon the issuance by the Court of a Final Judgement Approving Settlement and the occurrence of the Effective Date, the Action shall be settled and terminated upon the terms and conditions contained herein.

RECITALS

- A. **WHEREAS** on March 14, 2019, the Representative Plaintiff filed an Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff against various Defendants (the “**Application for Authorization**”) which asserted claims under the *Consumer Protection Act, CQLR, c. P-40.1* regarding fees paid by consumers in order to exercise their option to purchase their vehicle from MBWI the Defendants at the end of their lease (Buyback Fees);
- B. **WHEREAS** on December 20, 2019, the Representative Plaintiff filed an Amended Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff (the “**Amended Application for Authorization**”), which asserted similar claims but only against the Defendants MBWI and SCI;
- C. **WHEREAS** on May 21, 2020, the Superior Court of Quebec authorized the class action and designated Mrs. Gillich as the Representative Plaintiff of the following class:

“All consumers who, since March 14, 2016, paid to Mercedes-Benz West Island or APR (SAINT-JEAN) INC. (“MBWI”) a fee to exercise their option to purchase their vehicle (“buyback”) at the end of their lease which was not disclosed in their lease”

- D. **WHEREAS** the Parties have reached the resolution set forth in this Settlement Agreement, providing for, *inter alia*, the settlement of the Action between and among the Representative Plaintiff, on behalf of herself and the Settlement Class Members, and MBWI on the terms and subject to the conditions set forth below;
- E. **WHEREAS** the Parties have determined that a Settlement of the Action on the terms reflected in this Settlement Agreement is fair, reasonable, and in the best interests of the Parties and the Settlement Class;
- F. **WHEREAS** MBWI denies the allegations made by the Representative Plaintiff in this Action, has not conceded or admitted, shall not be deemed to have conceded or admitted, and expressly denies any liability, including any liability for monetary compensation or compensation in kind to the Settlement Class;
- G. **WHEREAS** the Parties, to avoid a judgment being rendered on the merits of the Action and to avoid any uncertainty as to the judgment that could be rendered, have concluded that it is desirable that the claims in the Action be settled, without admission, on the terms reflected in this Settlement Agreement;
- H. **WHEREAS** one hundred and twenty-six (126) Class Members have been identified by MBWI and the Parties agree that the most effective method to notify the Settlement Class Members is on an individual basis via the email address on record with MBWI, or alternatively, if no email address is on record, by mail.

NOW THEREFORE, this Agreement is entered into by and among the Parties, by and through their respective counsel and representatives, and in consideration of the mutual promises, covenants and agreements contained herein and for value received, the Parties agree that upon the Effective Date, the Action and all Released Claims shall be settled and terminated as between the Representative Plaintiff and the Settlement Class Members on the one hand, and MBWI on the other hand, as detailed herein.

1. DEFINITIONS

- 1.1 As used in this Settlement Agreement and the attached Schedules, the following terms shall have the meanings set forth below, unless this Settlement Agreement specifically provides otherwise:

- (i) **“Action”** means the class action of *Gillich v. APR (Saint-Jean) Inc. (d.b.a. Mercedes-Benz West Island)* (SC: 500-06-000989-190), but only as it pertains to the Defendant MBWI.
- (ii) **“Agreement”** means this Settlement Agreement, including all schedules attached hereto.
- (iii) **“Award Amount”** means \$86,196.60, being the amount of MBWI’s monetary obligations under this Agreement and inclusive of capital, interest, additional indemnity, taxes, legal fees and costs of all kinds.
- (iv) **“Buyback Fee”** means the fee paid by the Settlement Class Members in order to exercise their option to purchase their vehicle during or at the end of their lease.
- (v) **“Class Counsel”** means LPC Avocat Inc.
- (vi) **“Class Notice”** or **“Notice”** means the forms of notice to be given to Settlement Class Members informing them about the authorization of the Action and the Settlement Agreement. Copies of the proposed Class Notices are attached respectively as **Schedules A** (English) and **B** (French) and will be submitted to the Court for approval.
- (vii) **“Court”** means the Superior Court of Quebec, district of Montreal, in which the Action was filed and where the Parties will seek approval of the Settlement Agreement.
- (viii) **“Defendant”** means APR (Saint-Jean) Inc. (d.b.a. Mercedes-Benz West Island).
- (ix) **“Effective Date”** means:
 - (a) If no appeal is taken from the Final Judgement Approving Settlement, thirty-one (31) Days after the issuance of the notice of judgment for the Final Judgement Approving Settlement; or
 - (b) If an appeal is taken from the final Judgement Approving Settlement, the date on which all appellate rights have expired, been exhausted, or been finally disposed of in a manner that affirms the Final Judgement Approving Settlement.
- (x) **“Final Approval Hearing”** means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement Agreement.
- (xi) **“Final Judgment Approving Settlement”** means the Final Judgement Approving Settlement to be rendered by the Court:

- (a) Approving the Settlement Agreement as fair, adequate, and reasonable;
 - (b) Discharging the Released Parties of and from all further liability for the Released Claims;
 - (c) Permanently barring and enjoining the Releasing Parties from instituting, filling, commencing, prosecuting, maintaining, continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on their behalf, or in any other capacity of any kind whatsoever, any action in any Court, before any regulatory authority or in any other tribunal, forum or proceeding of any kind against the Released Parties that asserts any Released Claims; and
 - (d) Issuing such other findings and determinations as the Court deems necessary and appropriate to implement the Settlement Agreement.
-
- (xii) “**Judgment on Class Notice**” means the judgment to be rendered by the Court with respect to the approval of the Class Notice.
 - (xiii) “**MBWI Counsel**” means BLG.
 - (xiv) “**Notice Date**” means the date by which the Class Notice must be sent to Settlement Class Members;.
 - (xv) “**Objection Date**” means the date by which the Settlement Class Members must file with the Court any objections to the Settlement Agreement.
 - (xvi) “**Opt-Out Date**” means the date by which a Request for Exclusion must be filed with the Court in order for a Settlement Class Member to be excluded from the Settlement Class.
 - (xvii) “**Parties**” means the Representative Plaintiff Gertrude Gillich and Defendant APR (Saint-Jean) Inc. (d.b.a. Mercedes-Benz West Island).
 - (xviii) “**Representative Plaintiff**” means Gertrude Gillich.
 - (xix) “**Request(s) for Exclusion**” means the written communication that must be filed with the Court and received on or before the Opt-Out Date by a Settlement Class Member who wishes to be excluded from the Settlement Class.
 - (xx) “**Settlement**” means the settlement terms set forth in this Settlement Agreement.

(xxi) **“Settlement Class”** and **“Settlement Class Member(s)”** each means all consumers who, since March 14, 2016, paid to Mercedes-Benz West Island or APR (SAINT-JEAN) INC. (“MBWI”) a fee to exercise their option to purchase their vehicle (“buyback”) at the end of their lease which was not disclosed in their lease;

(xxii) **“Settlement Class Period”** means the period March 14, 2016 to March 14, 2019.

1.2 Other capitalized terms in this Settlement Agreement but not specifically defined in Section 1.1 shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

2. SETTLEMENT RELIEF

2.1 MBWI shall pay to each Settlement Class Member a compensation amount of \$412.00, net of all fees and expenses.

2.2 The cheques compensating the Settlement Class Members shall be issued within 30 days after the Effective Date via regular mail by MBWI at its expense. The accompanying letter to be sent by MBWI to the Settlement Class Members shall take the form provided for in **Schedule C** attached hereto and shall be sent by a date to be determined by the Court.

2.3 The Parties agree that the present Settlement Agreement provides for the collective recovery of the Settlement Class Members’ alleged claims.

3. NOTICE TO THE SETTLEMENT CLASS

3.1 No later than the Notice Date, MBWI shall cause the Class Notice (Schedules A and B) to be mailed to the Settlement Class Members, MBWI represents and confirms that it has on record a mailing address for each Settlement Class Member.

3.2 At or prior to the Final Approval Hearing, MBWI shall provide Class Counsel and the Court with a confirmation attesting that the Class Notice was sent to the Settlement Class Members, no later than the Notice Date.

3.3 The Class Notice shall also be prominently posted on Class Counsel’s website at <https://lpclex.com/buyback/>.

4. OBJECTIONS, REQUESTS FOR EXCLUSION, AND MEDIA COMMUNICATIONS

(a) **Objections**

4.1 Unless otherwise authorized by the Court, any Settlement Class Member who intends to object to the fairness of the Agreement must do so in writing no later than the Objection Date. The written objection must be filed with the Court and sent to Class Counsel and/or MBWI's Counsel no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action; (b) the objector's name, address, email address, telephone number and, if represented by counsel, the name of his/her counsel; (c) a statement that the objector had a vehicle lease agreement with MBWI and, between March 14, 2016 and March 14, 2019, exercised their option to purchase their vehicle during or at the end of their lease; (d) whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (e) the grounds supporting the objection; (f) copies of any documents upon which the objection is based; and (g) the objector's signature.

4.2 Any Settlement Class Member who files and sends a written objection, as described in the preceding section, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Agreement.

4.3 Unless otherwise authorized by the Court, any Settlement Class Member who fails to comply with the above provisions shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments.

(b) Requests for Exclusion (Opt-Out)

4.4 Any Settlement Class Member may request to be excluded from the Settlement Class. A Settlement Class Member who wishes to opt out of the Settlement Class must do so by sending to the clerk of the Superior Court at the Montreal Courthouse and to Class Counsel a written Request for Exclusion that is received no later than the Opt-Out Date. The Request for Exclusion must be personally signed by the Settlement Class Member requesting exclusion, include his or her email and mailing address, and contain a clear request to be excluded from the Settlement Class.

4.5 Any Settlement Class Member who does not file a timely written Request for Exclusion shall be bound by all subsequent proceedings, orders and the Final Judgement Approving Settlement in the Action.

4.6 Any Settlement Class Member who properly requests to be excluded from the Settlement Class shall not: (a) be bound by any orders or judgments entered in the Action; (b) be entitled to receive

any amount from this Settlement, or be affected by the Agreement; (c) gain any rights by virtue of the Agreement; and (d) be entitled to object to any aspect of the Agreement.

5. CLASS COUNSEL FEES AND DISBURSEMENTS

5.1 MBWI shall pay attorneys' fees, to be deducted and paid from the Award Amount, in the agreed upon amount of \$25,858.09 plus GST & QST for its extrajudicial fees, as well as \$3,700 plus GST & QST for disbursements, expenses and judicial costs, or any lesser amount approved by the Court. Class Counsel shall provide MBWI with an invoice setting out these amounts. By the Effective Date, MBWI will pay to Class Counsel the amount of attorneys' fees and disbursements if and as approved by the Court in the Final Judgment Approving Settlement.

5.2 MBWI agrees that the Representative Plaintiff will be entitled to receive a disbursement of up to \$300 from the Award Amount. MBWI shall disburse the sum of up to \$300 (subject to Court approval) to the Representative Plaintiff by the Effective Date.

5.3 This Agreement is in no way conditional upon the approval of attorneys' fees or the Representative Plaintiff's disbursement by the Court. Any order or proceeding relating to Attorneys' fees or the disbursement, or any appeal from any order relating thereto or reversal or amendment thereof, shall not operate to terminate or cancel the Agreement.

5.4 Class Counsel shall be responsible for filing and presenting an application before the Court, at the same time as the Final Approval Hearing or subsequent thereto, requesting approval of the payment of its fees and disbursements. MBWI shall take no position with regards to this part of the application.

5.5 In consideration for the payment of legal fees, extrajudicial costs, expert fees, and disbursements above, Class Counsel will not claim any other fee or disbursement from MBWI or from the Settlement Class Members relating to the Action or the Released Claims.

6. RELEASES

6.1 The Agreement shall be the sole and exclusive remedy for any and all Released Claims of all Releasing Parties against all Released Parties. No Released Party shall be subject to liability of any kind to any Releasing Party with respect to any Released Claim. Upon the Effective Date, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim against any Released Party in any court or any forum.

6.2 The following terms have the meanings set forth herein:

- (i) **“Released Claims”** means any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature that could reasonably have been, or in the future might reasonably be asserted by the Representative Plaintiff or Settlement Class Members or the Releasing Parties either in the Action or in any action or proceeding in this Court or in any other court or forum, against the Released Parties, including damages, costs, expenses, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity arising out of or relating to legal claims made by the Applicant or Settlement Class Members or the Releasing Parties arising out of or relating to the allegations in the Action.
- (ii) **“Released Parties”** means MBWI, including all of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, insurers, representatives, licensees, licensors, subrogees and assigns.
- (iii) **“Releasing Parties”** means the Representative Plaintiff and each and every Settlement Class Member, including each of their respective spouses, executors, representatives, heirs, successors, bankruptcy trustees, guardians, agents, and assigns, and all those who claim through them or who assert claims for relief on their behalf.

6.3 On the Effective Date, each Releasing Party shall be deemed to have released and forever discharged each of the Released Parties of and from any and all liability for any and all Released Claims.

6.4 On the Effective Date, each of the Released Parties shall be deemed to have released and forever discharged each of the Releasing Parties and their respective counsel, including Class Counsel, for all claims arising out of or relating to the institution, prosecution and resolution of the Action, except to enforce terms and conditions contained in this Settlement Agreement.

6.5 The Parties agree that the Court shall retain exclusive and continuing jurisdiction to interpret, apply and enforce the terms, conditions, and obligations under the Settlement Agreement, including managing any ancillary matters that may arise from this Settlement Agreement.

7. FONDS D'AIDE AUX ACTIONS COLLECTIVES (CLASS ACTION FUND IN QUEBEC)

7.1 This Settlement is subject to the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives* (R.S.Q., c. F-3.2.0.1.1, r. 2), the *Act Respecting the Fonds d'aide aux actions collectives* (R.S.Q., F-3.2.0.1.1) and the *Code of Civil Procedure* (R.S.Q., c. C-25.01).

Any amounts that could be payable to the *Fonds d'aide aux actions collectives* would be deducted from the Award Amount.

8. FINAL JUDGMENT APPROVING SETTLEMENT

8.1 This Agreement is subject to and conditional upon the issuance by the Court of the Final Judgment Approving Settlement that grants final approval of the Agreement, and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder.

9. REPRESENTATIONS AND WARRANTIES

9.1 MBWI represents and warrants: (1) that it has the requisite corporate power and authority to execute, deliver and perform the Agreement and to consummate the transactions contemplated hereby; (2) that the execution, delivery and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of MBWI; and (3) that the Agreement has been duly and validly executed and delivered by MBWI and constitutes its legal, valid and binding obligation.

9.2 The Parties warrant and represent that no promise, inducement or consideration for the Agreement has been made, except those set forth herein. No consideration, amount or sum paid, accredited, offered, or expended by Defendant in its performance of this Agreement constitutes a fine, penalty, punitive damage, or other form of assessment for any claim against it.

10. NO ADMISSIONS, NO USE

10.1 The Agreement and every stipulation and term contained in it is conditional upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this Agreement shall not be: (a) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by the Representative Plaintiff, Defendant, any Settlement Class Member or Releasing Party or Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party; or (b) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission of any liability, fault or wrongdoing, or in any way referred to for any other reason, by the Representative Plaintiff, Defendant, any Releasing Party or Released Party in the Action or in any other civil, criminal or administrative action or proceeding other than such proceedings as may be necessary to effectuate the provisions of the Agreement.

11. MISCELLANEOUS PROVISIONS

- 11.1 **Entire Agreement:** The Agreement, including all Schedules hereto, shall constitute the entire agreement among the Parties and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of the Agreement. The Agreement may not be changed, modified, or amended except in a writing signed by Class Counsel and MBWI's Counsel and, if required, approved by the Court. The Parties contemplate that the Schedules to the Agreement may be modified by subsequent agreement of MBWI's Counsel and Class Counsel, or by the Court. The Parties may make non-material changes to the Schedules to the extent deemed necessary, as agreed to in writing by all Parties.
- 11.2 **Governing Law and Jurisdiction:** The Agreement shall be construed under and governed by the laws of the Province of Quebec, Canada, applied without regard to conflict of laws provisions. The Parties hereby submit themselves exclusively to the Courts of the Province of Quebec, District of Montreal, concerning any and all matters related to the interpretation or application of this Agreement.
- 11.3 **Execution in Counterparts:** The Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures scanned to PDF and sent by e-mail shall be treated as original signatures and shall be binding.
- 11.4 **Notices:** Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by email to:
- (a) If to Class Counsel:
- Mtre. Joey Zukran
jzukran@lpclex.com
276, rue Saint-Jacques, Suite 801
Montreal, Quebec, H2Y 1N3
- (b) If to MBWI:
- Mtre. Anne Merminod, amerminod@blg.com
Mtre Stéphane Pitre, spitre@blg.com
1000 De La Gauchetière St. W, Suite 900,
Montréal, QC, Canada H3B 5H4
- 11.5 **Good Faith:** The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. The Parties further agree, subject to

Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

- 11.6 **Binding on Successors:** The Agreement shall be binding upon, and enure to the benefit of the heirs, successors and assigns of the Released Parties.
- 11.7 **Arms' Length Negotiations:** The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto, SCI's Counsel and the Class Counsel. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.
- 11.8 **Waiver:** The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.
- 11.9 **Variance:** In the event of any variance between the terms of this Agreement and any of the Schedules hereto, the terms of this Agreement shall control and supersede the Schedule(s).
- 11.10 **Schedules:** All Schedules to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.
- 11.11 **Modification in Writing:** This Agreement may be amended or modified only by written instrument signed by Class Counsel and MBWI's Counsel. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.
- 11.12 **Integration:** This Agreement represents the entire understanding and agreement among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings related to the subject matter of this Agreement. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or undertaking concerning any part or all of the subject matter of this Agreement has been made or relied upon except as set forth expressly herein.
- 11.13 **Retain Jurisdiction:** The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the agreement embodied in this Agreement.

- 11.14 **Language:** The Parties acknowledge that they have required and consented to this Agreement and all related documents be drafted in English. *Les Parties reconnaissent avoir exigé et consentie à ce que la présente convention et tous les documents connexes soient rédigés en anglais.*
- 11.15 **Transaction:** The present Agreement constitutes a transaction in accordance with Articles 2631 and following of the C.C.Q., and the Parties hereby renounce to any errors of fact, of law and/or calculation.
- 11.16 **Recitals:** The recitals to this Agreement are true and form part of the Agreement.
- 11.17 **Authorized Signatures:** Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Parties identified above and their law firms.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties hereto have executed this Agreement as of the date set forth below.

Date: _____

City : _____

Gertrude Gillich
Representative Plaintiff

Date: _____

City : _____

Mtre. Joey Zukran
LPC Avocat Inc.
Counsel for Applicant

Date: _____

City : _____

Duly authorized representative of MBWI, as he/she so declares

Date: _____

City : _____

Mtre. Anne Merminod
BLG
Counsel for Defendant

NOTICE OF AUTHORIZATION OF A CLASS ACTION AND SETTLEMENT APPROVAL
HEARING AUTHORIZED BY THE QUÉBEC SUPERIOR COURT

This notice is intended for all persons who, between March 14, 2016 and March 14, 2019, were charged fees to exercise their option to purchase their vehicle during or at the end of their lease contracted with Mercedes-Benz West Island (buyback fees).

- On March 14, 2019, a Quebec consumer (the “**Representative Plaintiff**”) instituted class action proceedings in the Superior Court of Quebec (the “**Court**”) seeking permission to bring a class action against APR (Saint-Jean) Inc., d.b.a. Mercedes-Benz West Island (“**MBWI**”) and other defendants, regarding fees paid by consumers in order to exercise their option to purchase their vehicle during or at the end of their lease (buyback fees).
- On May 21, 2020, the Superior Court of Quebec authorized the class action against MBWI and designated Mrs. Gillich as the Representative Plaintiff of the following class:

“All consumers who, since March 14, 2016, paid to Mercedes-Benz West Island or APR (SAINT-JEAN) INC. (“MBWI”) a fee to exercise their option to purchase their vehicle (“buyback”) at the end of their lease which was not disclosed in their lease”
- The Representative Plaintiff and MBWI have reached a settlement in this matter. MBWI denies any wrongdoing, and no court has concluded to any wrongdoing on the merits by MBWI.
- On **date 2020**, the Court approved the content and method of dissemination of this notice.
- **The judgment authorizing this class action and the proposed settlement may affect your rights, whether you act or not. Please read this notice carefully.**

Your Rights Regarding This Action:	
OPT OUT	If you opt out, you will not receive any payment if the settlement is approved by the Court or if the Court grants a final decision in favour of the Representative Plaintiff. This option allows you to pursue your own lawsuit against MBWI regarding the buyback fees which are the subject of the class action.
OBJECT	If you disagree with the proposed settlement, you can object to it and your objection will be considered by the Court when deciding whether to approve the settlement.
DO NOTHING	If you are a class member and you agree with the purpose of this class action and the proposed settlement, you have nothing to do to participate in this class action and to receive a payment of \$412.00 if the settlement is approved by the Court.

These rights – **and the deadline for exercising them** – are explained in this notice.

QUESTIONS?

Contact the law firm LPC Avocat Inc. at 514-379-1572
or visit www.lpclex.com/buyback/

THE CLASS ACTION AGAINST MBWI

1. Why are you receiving this notice?

On May 21, 2020, the Superior Court of Quebec authorized the class action against MBWI and designated Mrs. Gillich as the Representative Plaintiff of the following class:

“All consumers who, since March 14, 2016, paid to Mercedes-Benz West Island or APR (SAINT-JEAN) INC. (“MBWI”) a fee to exercise their option to purchase their vehicle (“buyback”) at the end of their lease which was not disclosed in their lease”

The parties have agreed to settle the class action and you have been identified as a class member.

2. What is a class action?

It is a legal procedure instituted by an individual called the “Representative Plaintiff” on behalf of everyone who faces a similar problem, called the “class”. A class action allows the Court to rule on the dispute regarding all class members, except for those who choose to opt out.

3. What is this class action about?

The Representative Plaintiff instituted a class action against MBWI regarding fees paid by consumers in order to exercise their option to purchase their vehicle during or at the end of their lease (buyback fees). The Representative Plaintiff argued that MBWI contravened the *Consumer Protection Act* by charging buyback fees that were not precisely disclosed in their motor vehicle lease agreements. MBWI denies any wrongdoing, and no court has concluded to any wrongdoing on the merits by MBWI.

This class action sought to obtain a judgment ordering the payment of compensatory damages corresponding to the amount of buyback fees paid by consumers as well as punitive damages.

THE CLASS MEMBERS

4. Who is a class member?

You are a class member if you are a consumer, within the meaning of the *Consumer Protection Act*, who, from March 14, 2016 to March 14, 2019 (the “**Settlement Class Period**”), paid to MBWI a fee to exercise your option to purchase your vehicle (“buyback”) during or at the end of your lease which was not disclosed in the lease.

5. How do I participate in this class action?

If you are a class member and agree with this class action and the proposed settlement, you have nothing to do to participate in this class action.

SETTLEMENT AGREEMENT APPROVAL HEARING

6. How much money will I receive under the proposed settlement?

The Settlement Agreement provides for the following monetary compensation to class members, subject to Court approval:

MBWI shall pay to each Settlement Class Member a compensation amount of \$412.00, net of all fees and expenses.

On top of the compensation to class members, MBWI agrees to pay class counsel \$25,858.09 (plus taxes) for its extrajudicial fees and \$3,700 (plus taxes) for its expenses. MBWI also agrees that the Representative Plaintiff will be entitled to receive a disbursement of up to \$300. All of these amounts are subject to Court approval.

The Settlement Agreement and documents pertaining to this class action are available at: www.lpclex.com/buyback/.

7. What is the next step regarding the proposed settlement?

The Superior Court of Québec must approve the Settlement Agreement before it can take effect. The Court will review the terms of the Settlement Agreement to ensure that they are fair, reasonable and in the best interests of the class members.

The Settlement Approval Hearing will take place on **January 20, 2021 at 9:30 a.m.** before the Superior Court of Québec, at the Montreal Courthouse, 1 Notre-Dame Street East, in Montreal, Quebec, in courtroom **1.150**. At this hearing, the Court will hear any objection filed by class members regarding the proposed Settlement Agreement, in accordance with the deadlines and procedure set forth below. Class members who do not oppose the proposed settlement are not required to attend this hearing or to take any action to indicate that they intend to be bound by it. The date and time of the settlement approval hearing may be subject to adjournment by the Court without further publication notice to the Class Members, other than such notice which will be posted on Class Counsel's website www.lpclex.com/buyback/.

OPTING OUT

This is your only chance to opt out from the class action.

8. What happens if I opt out?

If you decide to opt out of the class action, you retain your right to institute your own lawsuit against MBWI regarding the described buyback fees and you will not be bound by the judgments rendered by the Court in this class action. Also, you will **not** be entitled to receive a payment if the Settlement Agreement is approved by the Court.

9. What happens if I do not opt out or if I do nothing?

If you do not opt out of the class action or if you do nothing, you will be entitled to receive a payment if the Settlement Agreement is approved by the Court. As such, you give up your right to institute your own lawsuit against MBWI regarding the described buyback fees and will be bound by the judgments rendered by the Court in this class action.

10. How do I opt out?

If you do not wish to be part of this class action, you can opt out by sending to the clerk of the Superior Court a signed letter containing the following information:

- The class action file number and name: 500-06-000989-190 (*Gillich v. Mercedes-Benz West Island*).
- Your name, current address and telephone number.
- Your statement: “I am a class member and I wish to opt out of the class action”.
- Your signature.

You must send your letter by registered mail, with a copy by email to Class Counsel, by **January 18, 2021 at the following address:**

Clerk of the Superior Court of Québec
 File: 500-06-000989-190 (*Gillich v. Mercedes-Benz West Island*)
 Montreal Courthouse
 1, Notre-Dame East Street, Suite 1.120
 Montréal (Québec) H2Y 1B6

OBJECTING TO THE PROPOSED SETTLEMENT

11. What should I do if I disagree with the proposed settlement?

If you disagree with the Settlement Agreement but you do not wish to opt out of the class action, you can object to the Settlement Agreement by delivering a written submission on or before **January 18, 2021**, filed with the Court and Class Counsel and containing the following information:

- A heading referring to this proceeding (*Gillich v. Mercedes-Benz West Island* - 500-06-000989-190).
- Your name, current address, and telephone number and, if represented by counsel, the name of your counsel.
- A statement that you had paid a buyback fee to MBWI between March 14, 2016 and March 14, 2019.
- A statement whether you intend to appear at the Settlement Approval Hearing on January 20, 2021, either in person or through counsel.
- A statement of the objection and the grounds supporting the objection.
- Copies of any papers, briefs, or other documents upon which the objection is based.
- Your signature.

You must send your letter by registered mail, with a copy by email to Class Counsel (see contact information below), at the following address:

Clerk of the Superior Court of Québec
 File: 500-06-000865-176
 Montreal Courthouse
 1, Notre-Dame East Street, Suite 1.120
 Montréal (Québec) H2Y 1B6

Please note that the Court cannot change the terms of the settlement. Any objections will be used by the Court to consider whether to approve the settlement or not.

CLASS COUNSEL

12. Who are the lawyers working on this class action?

The law firm LPC Avocat Inc. represents the Representative Plaintiff, and therefore, the class members. You may contact LPC Avocat Inc. using the contact information found at the end of this notice.

13. Are there fees for the class members?

You do not have to pay the lawyers working on this class action.

FOR MORE INFORMATION

If you have questions, you can contact class counsel, the law firm LPC Avocat Inc., by mail, email or phone. Your name and any information provided will be kept confidential.

Mtre Joey Zukran

LPC Avocat Inc.

276, rue Saint-Jacques, Suite 801

Montréal, Québec, H2Y 1N3

Telephone: 514-379-1572

Email: jzukran@lpclex.com

This notice has been approved by the Superior Court of Quebec.

AVIS D'AUTORISATION D'UNE ACTION COLLECTIVE ET DE L'AUDIENCE
D'APPROBATION DU RÈGLEMENT
AUTORISÉ PAR LA COUR SUPÉRIEURE DU QUÉBEC

Le présent avis s'adresse à toutes les personnes qui, entre le 14 mars 2016 et le 14 mars 2019, se sont vu facturer des frais pour exercer l'option d'achat de leur véhicule pendant ou à la fin de leur contrat de location conclu avec Mercedes-Benz West Island (frais de rachat).

- Le 14 mars 2019, une consommatrice québécoise (la « **Représentante** ») a entamé des procédures devant la Cour supérieure du Québec (le « **Tribunal** ») afin de demander l'autorisation d'intenter une action collective contre APR (Saint-Jean) Inc., f.a.s. Mercedes-Benz West Island (« **MBWI** ») et d'autres défenderesses, relativement aux frais payés par les consommateurs pour exercer l'option d'achat de leur véhicule pendant ou à la fin de leur contrat de location (frais de rachat).
- Le 21 mai 2020, la Cour Supérieure a autorisé l'action collective contre MBWI et a désigné Mme. Gillich à titre de Représentante pour le compte du groupe :

« Tous les consommateurs qui, depuis le 14 mars 2016, ont payé à Mercedes-Benz West Island ou à APR (SAINT-JEAN) INC. (« MBWI ») des frais pour exercer leur option d'achat (« rachat ») de leur véhicule à la fin de la location qui n'étaient pas divulgués dans leur contrat de location; »
- La Représentante et MBWI sont parvenues à un règlement dans cette affaire. MBWI nie avoir commis une faute, et aucun tribunal n'a conclu à une faute de sa part.
- Le **DATE 2020**, le Tribunal a approuvé le contenu et la méthode de diffusion de cet avis.
- **Le jugement ayant autorisé cette action collective et le règlement proposé peuvent affecter vos droits, que vous agissiez ou non. Veuillez lire attentivement cet avis.**

Vos droits concernant cette action collective :	
S'EXCLURE	Si vous vous excluez, vous ne recevrez aucun paiement si le règlement est approuvé par le Tribunal ou si le Tribunal rend une décision finale en faveur de la Représentante. Cette option vous permet d'intenter votre propre poursuite contre MBWI relativement aux frais de rachat faisant l'objet de l'action collective.
S'OPPOSER	Si vous n'êtes pas d'accord avec le règlement proposé, vous pouvez vous y opposer et votre opposition sera prise en considération par le Tribunal au moment de décider s'il y a lieu d'approuver ou non le règlement.

NE RIEN FAIRE	Si vous êtes membre du groupe et que vous êtes d'accord avec l'objet de l'action collective et le règlement proposé, vous n'avez rien à faire afin d'être inclus dans cette action collective et de recevoir un paiement de 412\$ si le règlement est approuvé par le Tribunal.
----------------------	--

Ces droits - **et le délai pour les exercer** - sont expliqués dans le présent avis.

DES QUESTIONS ?

Communiquez avec le cabinet LPC Avocat Inc. au 514 379-1572
ou visitez www.lpclex.com/fr/buyback/.

L'ACTION COLLECTIVE CONTRE MBWI

1. Pourquoi recevez-vous cet avis ?

Le 21 mai 2020, la Cour Supérieure a autorisé l'action collective contre MBWI et a désigné Mme. Gillich à titre de Représentante pour le compte du groupe :

« Tous les consommateurs qui, depuis le 14 mars 2016, ont payé à Mercedes-Benz West Island ou à APR (SAINT-JEAN) INC. (« MBWI ») des frais pour exercer leur option d'achat (« rachat ») de leur véhicule à la fin de la location qui n'étaient pas divulgués dans leur contrat de location; »

Les parties sont parvenues à un règlement dans cette affaire et vous avez été identifié comme membre de l'action collective.

2. Qu'est-ce qu'une action collective ?

Il s'agit d'une procédure judiciaire intentée par un individu appelé le « représentant » au nom de toutes les personnes qui sont confrontées à un problème similaire, appelées collectivement le « groupe ». Une action collective permet au Tribunal de statuer sur le litige concernant tous les membres du groupe, à l'exception de ceux ayant choisi de s'exclure.

3. Quel est l'objet de cette action collective ?

La Représentante a intenté une action collective contre MBWI relativement aux frais payés par les consommateurs pour exercer l'option d'achat de leur véhicule pendant ou à la fin de leur contrat de location (frais de rachat). La Représentante soutient que MBWI a contrevenu à la *Loi sur la protection du consommateur* en imposant des frais de rachat qui ne sont pas clairement indiqués dans les contrats de location. MBWI nie avoir commis une faute, et aucun tribunal n'a conclu à une faute de sa part.

Cette action collective visait à obtenir un jugement ordonnant le paiement de dommages-intérêts compensatoires correspondant aux frais de rachat payés par les consommateurs et de dommages-intérêts punitifs.

LES MEMBRES DU GROUPE

4. Qui est membre du groupe ?

Vous êtes membre du groupe si vous êtes un consommateur, au sens de la *Loi sur la protection du consommateur*, qui a conclu un contrat de location de véhicule avec MBWI et, entre le 14 mars 2016 et le 14 mars 2019 (« **Période pour fins de règlement** »), qui a payé à MBWI des frais pour exercer l'option d'achat de son véhicule (rachat) pendant ou à la fin de son contrat de location.

5. Comment puis-je participer à cette action collective ?

Si vous êtes membre du groupe et que vous êtes d'accord avec cette action collective et le règlement proposé, vous n'avez rien à faire pour participer à cette action collective.

AUDIENCE D'APPROBATION DE L'ENTENTE DE RÈGLEMENT

6. Quel est le règlement proposé ?

L'entente de règlement prévoit ce qui suit, sous réserve de l'approbation du Tribunal :

MBWI remboursera à chaque membre du groupe un montant de 412 \$, excluant tous les frais et les dépenses.

En plus de l'indemnisation des membres du groupe, MBWI accepte de verser à l'avocat du groupe le montant de 25 858,09 \$ (plus taxes) pour ses honoraires extrajudiciaires et 3 700 \$ (plus taxes) pour ses dépenses. MBWI convient également que la Représentante aura droit à un déboursement pouvant aller jusqu'à 300 \$. Tous ces montants sont soumis à l'approbation du Tribunal.

L'entente de règlement et les documents relatifs à cette action collective sont disponibles au www.lpclex.com/fr/buyback/.

7. Quelle est la prochaine étape concernant le règlement proposé ?

La Cour supérieure du Québec doit approuver l'entente de règlement avant son entrée en vigueur. Le Tribunal examinera les modalités de l'entente de règlement pour s'assurer qu'elles sont justes, raisonnables et dans le meilleur intérêt des membres du groupe.

L'audience d'approbation du règlement aura lieu le **20 janvier 2021 à 9 h 30** devant la Cour supérieure du Québec, au Palais de justice de Montréal, 1 rue Notre-Dame Est, à Montréal, Québec, dans la **salle 1.150**. Lors de cette audience, le Tribunal entendra toute opposition déposée par les membres du groupe à l'égard de l'entente de règlement proposée, conformément aux délais et à la procédure énoncés ci-dessous. Les membres du groupe qui ne s'opposent pas au règlement proposé ne sont pas tenus d'assister à l'audience ou de prendre des mesures pour indiquer qu'ils ont l'intention d'être liés par celui-ci. La date et l'heure de l'audience sur l'approbation du règlement peuvent être reportées par le Tribunal sans autre avis publié aux Membres du Groupe, autre que l'avis qui sera affiché sur le site Web des Avocats du groupe www.lpclex.com/fr/buyback/.

S'EXCLURE

Cet avis constitue votre seule chance de vous exclure de l'action collective.

8. Que se passe-t-il si je m'exclus ?

Si vous décidez de vous exclure de l'action collective, vous conservez le droit d'intenter votre propre poursuite contre MBWI relativement aux frais de rachat décrits et vous ne serez pas lié par les jugements rendus par le Tribunal dans cette action collective. De plus, vous n'aurez **pas** droit à un paiement si l'entente de règlement est approuvée par le Tribunal.

9. Que se passe-t-il si je ne m'exclus pas ou si je ne fais rien ?

Si vous ne vous excluez pas de l'action collective ou si vous ne faites rien, vous aurez droit à un paiement si l'entente de règlement est approuvée par le Tribunal. À ce titre, vous renoncez à votre droit d'intenter votre propre poursuite contre MBWI relativement aux frais de rachat décrits et vous serez lié par les jugements rendus par le Tribunal dans cette action collective.

10. Comment puis-je m'exclure ?

Si vous ne désirez pas être partie à cette action collective, vous pouvez vous exclure en envoyant au greffier de la Cour supérieure une lettre signée contenant les renseignements suivants :

- Le numéro de dossier et le nom de l'action collective : 500-06-000989-190 (*Gillich c. Mercedes-Benz West Island*).
- Votre nom, votre adresse actuelle et votre numéro de téléphone.
- Votre déclaration : « Je suis un membre du groupe et je souhaite m'exclure de l'action collective ».
- Votre signature.

Vous devez envoyer votre lettre par courrier recommandé, avec une copie par courriel aux Avocats du groupe, au plus tard le 18 janvier 2021 à l'adresse suivante :

Greffier de la Cour supérieure du Québec
Dossier : 500-06-000989-190
Palais de justice de Montréal
1 rue Notre-Dame Est, bureau 1.120
Montréal (Québec) H2Y 1B6

S'OPPOSER AU RÈGLEMENT PROPOSÉ

11. Que dois-je faire si je suis en désaccord avec le règlement proposé ?

Si vous êtes en désaccord avec l'entente de règlement sans toutefois vouloir vous exclure de l'action collective, vous pouvez vous opposer à l'entente de règlement en transmettant une explication écrite au plus tard le 18 janvier 2021, déposée auprès du Tribunal et des Avocats du groupe et contenant les renseignements suivants :

- Un titre faisant référence à la présente instance (*Gillich c. Mercedes-Benz West Island* 500-06-000989-190).
- Votre nom, votre adresse actuelle, votre numéro de téléphone et, si vous êtes représenté par un avocat, le nom de ce dernier.
- Une déclaration selon laquelle vous avez payé des frais de rachat à MBWI entre le 14 mars 2016 et le 14 mars 2019.
- Une déclaration indiquant si vous avez l'intention de comparaître à l'audience d'approbation du règlement le 20 janvier 2021, en personne ou par l'entremise d'un avocat.
- Une déclaration indiquant l'opposition et les motifs à l'appui de l'opposition.
- Une copie de tout document, mémoire ou autre documentation sur lequel l'opposition est fondée.
- Votre signature.

Vous devez envoyer votre lettre par courrier recommandé, avec une copie par courriel aux Avocats du groupe (voir les coordonnées ci-dessous), à l'adresse suivante :

Greffier de la Cour supérieure du Québec
Dossier : 500-06-000865-176
Palais de justice de Montréal

1 rue Notre-Dame Est, bureau 1.120
Montréal (Québec) H2Y 1B6

Veillez noter que le Tribunal ne peut pas modifier les modalités du règlement. Toute opposition sera utilisée par le Tribunal pour déterminer s'il y a lieu d'approuver ou non le règlement.

LES AVOCATS DU GROUPE

12. Qui sont les avocats qui travaillent sur cette action collective ?

Le cabinet d'avocats LPC Avocat Inc. représente la Représentante et, par conséquent, les membres du groupe. Vous pouvez communiquer avec LPC Avocat Inc. en utilisant les coordonnées indiquées à la fin du présent avis.

13. Y a-t-il des frais pour les membres du groupe ?

Vous n'avez pas à payer les avocats qui travaillent sur cette action collective.

POUR PLUS D'INFORMATION

Si vous avez des questions, vous pouvez communiquer avec les avocats du groupe, le cabinet LPC Avocat Inc., par courrier, par courriel ou par téléphone. Votre nom et tout renseignement fourni demeureront confidentiels.

M^e Joey Zukran

LPC Avocat inc.

276, rue Saint-Jacques, bureau 801

Montréal, Québec, H2Y 1N3

Téléphone : 514 379-1572

Courriel : jzukran@lpclex.com

Cet avis a été approuvé par la Cour supérieure du Québec.

EN-TÊTE DE MBWI

[Date]

[Nom]

[Adresse]

Par la poste

**Re: Paiement en vertu de l'Entente de règlement dans l'action collective
n° 500 06-000989-190 (*Gillich c. Mercedes-Benz West Island*)**

Cher/Chère [Nom] :

Suite à l'avis aux membres que vous avez reçu le ou vers le **Date 2020**, l'Entente de règlement entre la Représentante et Mercedes-Benz West Island a été approuvée par le Tribunal aux mêmes conditions que celles énoncées dans cet avis.

Conformément à l'Entente de règlement, vous trouverez ci-joint le paiement de **412 \$** auquel vous avez droit en vertu de cette entente. Veuillez noter que le chèque ci-joint n'est valide que pour 6 mois.

Si vous avez des questions, vous pouvez contacter les avocats de la Représentante, le cabinet LPC Avocat inc., par courrier, par courriel ou par téléphone. Veuillez ne pas communiquer avec Mercedes-Benz West Island ou les juges de la Cour supérieure.

Me Joey Zukran
LPC Avocat inc.
276 rue Saint-Jacques, Suite 801
Montréal, Québec, H2Y 1N3
Téléphone : 514-379-1572
Courriel : jzukran@lpclex.com

Sincères salutations,

Mercedes-Benz West Island

[Nom du signataire]

Cet avis a été approuvé par la Cour supérieure du Québec.

EN-TÊTE DE MBWI

[Date]

[Name]

[Address]

By mail

**Re: Payment under the Settlement Agreement of Class Action no. 500-06-000989-190
(Gillich v. Mercedes-Benz West Island)**

Dear [Name]:

Following the notice to members you received on or about X, 2020, the Settlement Agreement between the Representative Plaintiff and Mercedes-Benz West Island, was approved by the Court on the same terms as set out in the notice.

In accordance with the Settlement Agreement, you will find enclosed the payment of **\$412.00** to which you are entitled under this agreement. Please note that the enclosed cheque is only valid for 6 months.

If you have questions, you can contact the Representative Plaintiff's lawyers, the law firm LPC Avocat Inc., by mail, email or phone. Please do not contact Mercedes-Benz West Island, nor any of the judges of the Superior Court:

Mtre. Joey Zukran
LPC Avocat Inc.
276 Saint-Jacques Street, Suite 801
Montreal, Quebec, H2Y 1N3
Telephone: 514-379-1572
Email: jzukran@lpclex.com

Best regards,

Mercedes-Benz West Island

[Name of signatory]

This notice has been approved by the Superior Court of Quebec.