

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-06-000435-087

DATE: March 24, 2021

BY THE HONOURABLE THOMAS M. DAVIS, J.S.C.

SHEILA CALDER
Plaintiff

v.

ROYAL BANK OF CANADA
and
RBC CAPITAL MARKETS CORPORATION
Defendants

and
LE FONDS D'AIDE AUX ACTIONS COLLECTIVES
Mis en cause

**JUDGMENT ON AN APPLICATION TO AUTHORIZE TWO LATE CLAIMANTS TO
BENEFIT FROM THE APPROVED SETTLEMENT**

[1] **CONSIDERING** that on December 7, 2020 this Court approved, *inter alia*, the Settlement Agreement, set the Claims Bar Deadline at November 24, 2020 and declared that in order to participate in the Settlement Agreement, a Class Member must have submitted a properly completed Claim Form and the required supporting documentation with the Administrator on or before the Claims Bar Deadline, unless the

documentation with the Administrator on or before the Claims Bar Deadline, unless the Class Member is CCAA Proven Claim Creditor or the Court orders otherwise, as appears from paragraphs 44 and 52 of the judgement rendered on that date ("Second Order");

[2] **CONSIDERING** that the Administrator informed Class Counsel that two late claims were received, one of which before expiration of the delay provided for at Article 602 C.C.P.;

[3] **CONSIDERING** the Plaintiff's Motion regarding late claims dated March 8, 2021 and exhibits LC-1 to LC-4, establishing the two claims and explaining their tardy delivery to the Administrator;

[4] **CONSIDERING** the explanations provided by Mr. Werner Amsler and Ms. Erika and Mr. Gregory Carter as to why they mailed their Claim Form after the Claims Bar Deadline and the minimal consequences for other members if those two claims are honored;

[5] **CONSIDERING** that the time elapsed since the notification of the Notice to members is such that no further late claims should be considered, thereby allowing the Administrator to distribute the Settlement Amount without further delay;

WHEREFORE, THE COURT:

- | | |
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| <p>[6] ORDERS that for the purposes of this judgment, except to the extent that they are modified in this judgment, the definitions set out in the Settlement Agreement, exhibit R-1, and its schedules apply to and are incorporated into this judgment;</p> | <p>ORDONNE qu'aux fins du présent jugement, sauf si elles ont été modifiées dans le présent jugement, les définitions énoncées dans l'Entente de règlement, pièce R-1, et ses annexes s'appliquent et sont incorporées au présent jugement;</p> |
| <p>[7] ORDERS that exhibits LC-1 to LC-4 be kept under seal;</p> | <p>ORDONNE que les pièces LC-1 à LC-4 soient gardées sous scellés;</p> |
| <p>[8] ORDERS that notwithstanding paragraph 52 of the Second Order that the claims of Werner Amsler and Erika and Gregory</p> | <p>ORDONNE que, nonobstant le paragraphe 52 de la deuxième ordonnance, les réclamations de Werner Amsler et Erika et Gregory</p> |

Carter be honored;

Carter soient honorées;

[9] **AUTHORIZES** the administrator to proceed with the distribution of the Settlement Amount without further delay;

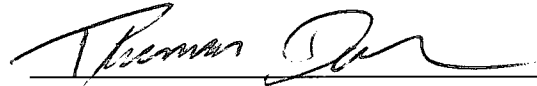
AUTORISE l'administrateur à procéder sans autre délai à la distribution du montant du règlement;

[10] **DECLARES** that any members who have not filed a Claim Form prior to the present judgment are precluded from taking part in the distribution of the Settlement Amount;

DÉCLARE que les membres qui n'ont pas déposé un formulaire de réclamation avant le présent jugement sont forclos de prendre part à la distribution du montant du règlement;

[11] **THE WHOLE**, without judicial costs.

LE TOUT, sans frais de justice.



THOMAS M. DAVIS, J.S.C.