

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N^o : 500-06-001013-198

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

LUDOVIC PELLETANT

Applicant

-vs-

HYUNDAI AUTO CANADA CORP.

-and-

HYUNDAI MOTORS AMERICA

-and-

KIA MOTOR AMERICA

-and-

KIA CANADA INC.

Defendants

AMENDED APPLICATION FOR APPROVAL OF COUNSEL FEES
(Art. 593 C.C.P.)

TO THE HONOURABLE JUSTICE PIERRE-C. GAGNON OF THE SUPERIOR COURT OF QUÉBEC, APPOINTED TO CASE MANAGE THE PROPOSED CLASS ACTION, THE APPLICANT STATES THE FOLLOWING:

1. By way of this Application, the Applicant (Ludovic Pelletant) seeks:
 - 1) the approval of Quebec Class Counsel's (...) disbursements, plus applicable taxes, in the amount agreed by the parties;
 - 2) the approval of Quebec Class Counsel's (...) disbursements, and applicable taxes, to be paid by the Defendants; and,

- 3) Such further and other relief as counsel may request and this Honourable Court deems just.

I. INTRODUCTION

2. As seen in the Court file, the Applicant filed an *Application for Authorization to Institute a Class Action and to Obtain the Status of Representative*, on or about July 30, 2019;
3. Similar class actions were commenced in Ontario, Saskatchewan, and British Columbia, as well as in the United States;
4. In the fall of 2019, the Applicant joined in a national consortium of other plaintiffs with four (4) similar proposed class actions filed in Ontario, Saskatchewan, and British Columbia, each of which proposes a national class, excluding Québec (collectively, the “*Canadian Actions*”):
 - *McBain v. Hyundai Auto Canada Corp., et al.*, Ontario Superior Court of Justice, Court File No. CV-19-00001186-00OT, issued June 10, 2019 and *Asselstine v. Kia Canada Inc., et al.*, Ontario Superior Court of Justice, Court File No. CV-19-00001302-00OT, issued June 27, 2019; (hereafter “*Ontario Actions*”);
 - *Papp v. Kia Motors America Inc., et al.*, Court of Queen's Bench for Saskatchewan, Court File No. QBG795/19, issued September 9, 2019 (hereafter “*Papp Action*”);
 - *Killoran v. Hyundai Auto Canada Corp., et al.*, Supreme Court of British Columbia, Court File No. S-194327, issued April 10, 2019 (hereafter “*Killoran Action*”);
5. The Applicant in the present action in Quebec and Saskatchewan *Papp Action* retained the undersigned attorneys, Merchant Law Group LLP (hereafter “*MLG*”), to pursue action in relation to allegedly defective vehicles manufactured by the Defendants;
6. The Plaintiffs in the McBain and Asselstine, *Ontario Actions* retained McKenzie Lake Lawyers LLP and Strosberg Sasso Sutts LLP to prosecute their actions;

7. The Plaintiff in the British Columbia, *Killoran Action* retained Garcha & Company to prosecute their action;
8. In late 2019, the Parties entered into arms-length negotiations to resolve this Action and the other Canadian Actions, and on October 22, 2020, they executed the Settlement Agreement in order to fully and finally settle all claims asserted against the Defendants in relation to the Québec Action, as well as to the Canadian Actions, a copy of the Settlement agreement communicated herein as **EXHIBIT-1**;
9. On November 5, 2020, Honourable Benjamin Glustein of the Ontario Superior Court certified the *Ontario actions*;
10. On December 1, 2020, as seen in the Court file, this Honourable Court authorized the Applicant's *Application for the Bringing of a Class Action and to Ascribe the Status of Representative for settlement purposes only*;
11. On March 9, 2021, the Settlement was approved by this Court and by the Ontario Superior Court of Justice, and the implementation of settlement benefits has commenced, copy of the Quebec Superior Court and Ontario Superior Court judgements are communicated herein, as **EXHIBIT-2**;
12. As per the Settlement agreement, both the *Papp* and the *Killoran* actions were discontinued on April 6, 2021, a copy of the Court of Queen's Bench of Saskatchewan Notice of Discontinuance of *Papp Action* and a copy of the Supreme Court of British Columbia Notice of Discontinuance of *Killoran Action* are communicated herein, as **EXHIBIT-3**;

II. THE SETTLEMENT AGREEMENT

13. As a result of extensive and *adversarial negotiations between the parties, the Settlement Agreement* was reached to settle the claims;
14. The *Settlement Agreement* provides for the resolution of all related proceedings in Canada, through certification/authorization and settlement approval by the Courts of Ontario and Quebec in regard to the class vehicles.

15. In fact, the *Settlement* class vehicles represents a larger group of vehicles than the class vehicles as it was defined in the Quebec Action¹;

16. The benefits provided to the Settlement Class Members in the Settlement Agreement are :

- (1) **an extension of the Powertrain Warranty to a Lifetime Warranty** for Settlement Class Members who are individual consumers and who have the Knock Sensor Detection Software update installed on their Settlement Class Vehicle;
- (2) reimbursement for **past Qualifying Repairs** on Settlement Class Vehicles;
- (3) reimbursement for **expenses** related to obtaining a **past Qualifying Repair** on Settlement Class Vehicles;
- (4) **compensation** for Settlement Class Members who **sold or traded-in** a Settlement Class Vehicle at a **loss**;
- (5) **compensation** for **loss** of a Settlement Class Vehicle by **engine fire**;
- (6) a **trade-in rebate program** for Settlement Class Members who have lost faith in their Settlement Class Vehicle as a result of an incident that would have led to a Qualifying Repair; and,
- (7) **an informational Pamphlet** that provides further recommended guidance on the maintenance of the engines in Settlement Class Vehicles as well as information and reminders about available inspections and repairs;

17. As part of the Settlement, the Defendants in this case agreed to pay the legal fees and disbursements of Class Counsel over and above the settlement benefits available to Settlement Class Members, as opposed to having those benefits reduced by class counsel legal fees;

18. Section 10.2 of the Settlement states that the Defendants agree to pay the legal fees and disbursements of Class Counsel that are fair and reasonable in all the circumstances, plus

¹ Para 11, Quebec Superior Court judgement on the *Application for Authorization to institute class action for settlement purposes only* (EXHIBIT-2).

applicable taxes, incurred for the prosecution of the claims in the actions, as approved by the Courts;

19. Section 10.4 of the Settlement states that if the Defendants and Class Counsel reach an agreement on the amount of Counsel Fees, Class Counsel will submit the negotiated amount for approval to the Ontario Superior of Justice and to the Superior Court of Québec;
20. Section 10.5 of the Settlement states that if the Defendants and Class Counsel do not reach an agreement as to the amount of Counsel Fees, Class Counsel will bring a motion to the Ontario Superior Court of Justice for a determination of the issue of Counsel Fees as it relates to the National Settlement Class, and to the Superior Court of Québec for a determination of the issue of Counsel Fees as it relates to the Québec Settlement Class.
21. On September 29, 2021, Justice Belobaba conducted a mediation on the issue of Counsel Fees, and with his assistance, the parties agreed that the Defendants will pay to Class Counsel Fees of the consortium in the amount of \$2,000,000.00, inclusive of taxes and disbursements;
22. The motions for approval of Counsel Fees are scheduled for October 25, 2021, at a joint hearing of this Court and the Ontario Superior Court;

III. LEGAL FEES AND EXPENSES

23. As set out in the Settlement, the Defendants have agreed to pay legal fees and expenses of the Class Counsel in the amount that shall be approved by the Court;
24. The parties have reached an agreement on the amount of Counsel Fees that “are fair and reasonable in all of the circumstances.” The Defendants agreed to pay to Class Counsel Fees of the Consortium the amount of \$2,000,000.00, inclusive of taxes and disbursements, subject to the approval of the Superior Court of Ontario and the Superior Court of Québec;
25. Section 10.4 of the Settlement Agreement provides that in such circumstances – i.e., where the Defendants and Class Counsel reach an agreement on the amount of Counsel Fees –, Class

Counsel will submit the negotiated amount for approval to the Ontario Superior Court of Justice and to the Superior Court of Québec.

26. As Class Counsel pursued this litigation on a national basis, Class Counsel in the five actions filed in four provinces across the country (i.e., this Action, the Asselstine Action, the Saskatchewan action, the British Columbia action, and the Québec action) are collectively seeking Counsel Fees in the negotiated amount of \$2,000,000.00, inclusive of taxes and including disbursements of \$33,654.79;
27. The Class Counsel Fees include a collective (i.e., Canadawide) lodestar of \$1,567,943.82; a multiplier of approximately 1.1; taxes of 13% on the collective lodestar and multiplier in the amount of \$226,480.77; and, disbursements, inclusive of tax, of \$33,654.79;
28. There is a separate approval from the Ontario Superior Court with respect to the Class counsel fees of the consortium (i.e., Canadawide) related to the collective time expended in the prosecution of the Settlement Agreement across Canada and for disbursements related to the common law actions, seeking approval of **\$1,989,507.91** inclusive of taxes, a copy of the *Amended motion record for approval of Class counsel fees in McBain v. Hyundai Auto Canada Corp. et al, and Asselstine v. Kia Canada Inc., et al.* of the Ontario Superior Court of Justice is communicated herein, as **EXHIBIT-4 (B)**;
29. Accordingly, Quebec Class Counsel is seeking approval (...) of legal fees related to disbursements of \$10,492.09, (..) for expenses expended by Class Counsel in this litigation. Those amounts are accordingly being deducted from the amounts sought for approval in the motions before the Ontario Superior Court ;

IV. RESULTS ACHIEVED

Total Quantum of Settlement Benefits

30. This is a claims-made settlement with no risk of proration or reversion;
31. Class Counsel estimates that the value of the Settlement in these actions is approximately \$140,986,018.00. Class Counsel have multiplied the Canadian Settlement Class size of

427,321 Settlement Class Vehicles by the average value of the US settlement per settlement class vehicle (\$329.93) to arrive at this estimate²;

32. Accordingly, the estimated total value of the settlement in Quebec would be approximately \$31,792,347³, since 22.55% of the Class members are from Quebec (24,4% of the Hyundai class members and 20,7% of the Kia class members are from Quebec);

Risks Undertaken by Class Counsel

33. From the outset, Merchant Law Group representing both class actions in Saskatchewan and in Quebec (*Papp* and *Pelletant*) agreed to pursue the present action on a contingency fee basis, accepting responsibility for all costs and seeking court approval for a fee if successful;
34. The Applicant, Mr. Pelletant executed retainer agreement confirming this understanding and providing that Class Counsel would pay all expenses associated with the litigation and would only be paid in the event of success. The retainer agreements provide for a legal fee of 30% of the value of the benefit recovered in the proceeding, plus disbursements and applicable taxes, a copy of the retainer agreement is communicated herein as **EXHIBIT-5**;
35. Similar retainer agreements were executed by the Representative Plaintiffs in the other Canadian actions;
36. In undertaking this litigation, Class Counsel were cognizant of the following procedural and litigation risks:
- a) the risk that successful defences to authorization could be raised;

² Using the figures provided in the expert reports of Ms Susan K Thompson filed in the US litigation, as well as the information regarding class size provided by counsel for the Defendants, Copies of the Expert Report and the Supplemental Expert Report of Ms K Thompson, CPA/CFF, executed October 16, 20 (Exhibits "G" and "H" of EXHIBIT-4).

³ Of the 264,744 class member records received from Hyundai counsel, 64,832 class members are from Quebec and of the 444,742 class member records received from Kia counsel, 92,264 class members are from Quebec.

- b) the risk that the Court would not find in favour of the Applicant on one or more of the proposed common issues if the action was authorized;
- c) the risk that individual issues would be deemed to have materially contributed to the circumstances of individual Class Members; and,
- d) even in the event that the Applicant was successful in all phases of the litigation, the applicant was aware that the Defendants could file appeals in respect of multiple issues, thus resulting in a considerable delay in compensation for Class Members.

37. In undertaking a class action on a contingency basis, Class Counsel automatically assume the risk of the time and expense that would be required to litigate the matter to conclusion, including appeals. When negotiations are entered into, Class Counsel assume the risk that negotiations will not be successful, and the time spent and expense incurred in that process will be wasted and will be in addition to the time and expense required to prosecute the class action;

38. Class Counsel funded all of the disbursements associated with advancing this file and did not apply to the Quebec class action Fund for assistance. If the Settlement Class had received disbursement funding from the Quebec Fund, it would now be obligated to reimburse the Fund from the proceeds of the Settlement. This obligation would require full repayment of any financial support provided by the Fund;

Time and Expenses Incurred by Class Counsel

39. A great deal of work was performed by Class Counsel of the national consortium including MLG during the course of prosecuting these actions, including:

- a) significant legal and factual research into the circumstances that gave rise to the cause of action;
- b) preparing for and having the actions certified/authorized on a consent basis;
- c) extensive confirmatory discovery;

- d) communications with Representative Plaintiffs and communications with Settlement Class Members;
- e) engaging in settlement negotiations and the drafting of a settlement;
- f) preparing for and conducting settlement approval motions in two provinces; and
- g) dealing with the Claims Administrator and the ongoing claims process.

40. Class Counsel of the national consortium has been extensively involved in class actions for many years and has a breadth of experience in prosecuting these types of actions. Class Counsel had the necessary resources to fund all necessary disbursements and the commitment to do so.

41. Each firm had done enough work on the file to research the background of the case and to draft their own pleading. However, once the national consortium was formed, there was no duplication of work, and counsel were able to resolve the litigation on a national basis;

42. Significant time and money have been expended by Class counsel in pursuing this litigation, along with counsels in the other Canadian actions part of the national consortium, and they have collectively docketed time of **\$1,567,943.82** plus applicable taxes (–);⁴

43. As for MLG (Saskatchewan and Quebec actions), the total docketed time in pursuing this litigation with the hourly rate attributed to each counsel/clerk who worked on the file, the fees would total amount to is **\$476,581,55 plus applicable taxes as of July 20, 2021, for a total of 1 304.58 hours;**

44. The hourly rates and total hours expended thus far by the primary lawyers/clerks of MLG to pursue this litigation are as follows :

⁴ Par. 19 of the Affidavit of Chelsea Smith of McKenzie Lake, sworn April 29, 2021, TAB 2 of EXHIBIT-4;

Merchant Law Group LLP (Saskatchewan and Quebec actions)

Lawyer/Clerk	Hours Worked on File for Saskatchewan/ Quebec	Current Hourly Rate	Fees
Anthony Merchant	29.46	\$990	\$29,165.40
Evatt Merchant	254.68	\$760	\$193,556.80
Linh Pham	195.5	\$390	\$76,245
Roch Dupont	88.0	\$575	\$50,600
Joshua Merchant	0.4	\$450	\$180
Shawn Flannigan	0.3	\$350	\$105
Anthony Tibbs	22.17	\$500	\$11,350
Christopher Simoes	13.4	\$350	\$4,690
Steven Roxborough	7.7	\$390	\$3,003
Anthony Morrish	0.3	250	\$75
Christine Nasraoui	321.59	\$195	\$62,710.05
Emily Barlow	2.1	\$185	\$388.5
Nik Rohachuk	3.3	\$220	\$726
Students and Legal Assistants	364.89	\$120	\$43,786.80
TOTAL	1 304.38		\$476,581.55

45. Disbursements incurred by MLG related to travel to attend meetings with defence counsel, court filing fees and materials, courier costs, and long-distance telephone charges, etc. are for a total amount of **\$14,697.84** of which **\$10,492.09** for Quebec action.

46. The breakdown of the legal fees incurred by MLG is communicated in the Bill of costs filed as **EXHIBIT- 6** to this Application, which exposes, *inter alia*:

- a) The summary of legal fees and applicable taxes spent overtime by MLG Class Counsels/clerks up to July 20, 2021;
- b) The summary of disbursements and applicable taxes for MLG up to July 20, 2021;
- c) A breakdown of legal fees and applicable taxes for MLG as pertains to the Quebec and Saskatchewan class actions;

Disclosure of Class Counsel Time Details

47. On or around May 15, 2020 (pre-Settlement), counsel for the Defendants asked Class Counsel for the national consortium's collective time to date so they could advise their clients accordingly. Class Counsel collected the time and reported to counsel for the Defendants that the collective time at that point was just under \$800,000.00. The Defendants did not ask any further questions or make any complaint about the time incurred to date at that time;

48. On or around November 10, 2020 (post-Settlement), counsel for the Defendants again asked Class Counsel for the national consortium's collective time. In addition to asking for Class Counsel's work-in-progress (WIP) and disbursements, counsel for the Defendants asked for a summary outlining the lawyers who worked on these actions, their hourly rates, and how many hours were spent on certain tasks/items. Class Counsel provided the Defendants with a detailed breakdown by firm, and within firm, by lawyer, of the WIP, hours, and rate. The time at that point was \$1,031,004.45 plus applicable taxes;⁵

49. Counsel of the Defendants in the Ontario proceedings followed-up by asking Class Counsel to identify where (i.e., on which tasks) the time was spent. Class Counsel responded by advising that counsel in the Saskatchewan/Quebec, British Columbia, and Ontario actions each independently researched whether or not to bring an action(s) and then researched and prepared

⁵ Par. 22 of the Affidavit of Chelsea Smith of McKenzie Lake, sworn April 29, 2021, TAB 2 of EXHIBIT-4;

their respective pleadings. Much of the research entailed what the engine problems were, which models were impacted, and reviewing Canadian recalls and US complaints.

50. Each of the class counsel firm cooperated, the time and projects became more streamlined as a coordinated work has been done. Significant time was spent on confirmatory discovery and that was allocated amongst the various firms so that there was no overlap.
51. Counsel in the British Columbia action spent significant time reviewing the US materials and the US settlement.
52. Ontario counsel had the vast majority of the time with respect to negotiating and finalizing the Settlement, having the notices approved, and getting the Settlement approved.
53. On December 9, 2020, the Counsel of the Defendants in the Ontario proceedings requested a more formal breakdown of Class Counsel's WIP. Class Counsel of the national consortium declined to provide this;
54. On April 4, 2021, the Counsel of the Defendants in the Ontario proceedings have filed a Motion for production of class counsel particulars fees, that was amended on May 7, 2021, on which Honorable Justice Glustein ordered Class counsel to file cost outlines, as it appears from the Reasons of decision dated July 20, 2021 communicated herein as **EXHIBIT-7** ;
55. As per the judgement of Justice Glustein, each law firm of the national consortium have prepared and communicated to the Defendants their bill of costs;

Appropriateness of Fee Sought

56. Quebec class counsel is seeking this Court to approve counsel fees related only to the disbursements for expenses expended by Quebec Class Counsel in this litigation;
57. The proceedings were pursued together on a national basis, Merchant Law Group representing the present class action in Quebec and the Saskatchewan were part of the national consortium;
58. Class Counsel is collectively (in the actions filed in four Provinces across the country) seeking legal fees of **\$2,000,000.00**, including disbursements of **\$33,654.79** (..);

59. The Quebec action is seeking approval (..) only for disbursements of \$10,492.09 (...) inclusive of all taxes, those amounts are accordingly being deducted from the amounts sought for approval in the Ontario proceeding for the common law provinces;
60. Though, more work was done in the US litigation and Class Counsel of the national consortium is not seeking to be compensated on the same basis as in the US, but seeking to be compensated based on the work done in successfully prosecuting the Canadian and Quebec litigation.
61. Class Counsel of the national consortium have demonstrated considerable skill and competence in the prosecution of these actions, particularly:
- a) framing the actions comprehensively;
 - b) employing a national strategy for the prosecution of the actions and resolving all claims on a national basis;
 - c) researching complex legal and factual issues; and,
 - d) negotiating a settlement and method for distributing benefits in a fair and efficient fashion, in a timely manner, and in the best interest of the Settlement Class.
62. Approval by the Courts of Class Counsel's fees of the national consortium, and consequently of Quebec class counsel's legal fees related to the disbursements only, ensures that they are fair and reasonable, pursuant to the Settlement;

Additional work and expenses

63. Considerable work has been done after the Settlement Agreement was approved by the Courts and some work remains to be done by Class Counsel in Quebec and other provinces which included:
- a) responding to questions from Settlement Class Members;
 - b) overseeing fair and efficient administration of the Settlement Agreement; and,
 - c) getting fees approved, including any possible appeals resulting therefrom.

64. Class Counsel in Quebec and other provinces has been, and continues to be, contacted by Quebec Settlement Class Members. This continues to take time for all Class Counsel including MLG. As the Court will have noted at the Settlement Approval Motion, there many interested Settlement Class Members in this litigation.

65. Class Counsel of the national consortium estimates that they will have expended well in excess of \$1,500,000.00 in time at the conclusion of this matter;

V. CONCLUSION: APPROVAL OF (...) DISBURSEMENTS

66. This Application requests (...) disbursements of **\$10,492.09** inclusive of all taxes, be approved by this Court, in recognition of the pan-Canadian scope of the Settlement Agreement approved by this Court;

67. As a component of the global fees requested by all Class counsels of the national consortium and disbursements request, MLG, counsel for the Applicant Pelletant in the Quebec Action and Papp Action in the Saskatchewan, has expended the following amounts of time in the prosecution of the within national consortium;

Hours Expended: 1304.8

Fees: \$476,581.55

Disbursements: \$14,697.84 and \$10,492.09 for Quebec

68. The above summary of time expended by MLG is the overall time and disbursements expended by MLG in the prosecution of the Settlement Agreement across Canada.

69. All counsels/assistants of MLG worked collegially within the national consortium since the proceedings were pursued together on a national basis;

70. Class counsels' fees of the Consortium (i.e., Canadawide including MLG) related to the collective time expended in the prosecution of the Settlement Agreement across Canada and disbursements related to the common law actions are to be approved by the Superior Court of Ontario during a joint hearing with this Court;

71. (...)

72. (...)

73. Consequently, the Quebec Class counsel seek approval only for fees related to disbursements in the present Application. These disbursements are fair and reasonable in the circumstances (...);

74. This Motion is well-founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present Application;

(...)

APPROVE the payment to Quebec Class Counsel of disbursements in the amount of **\$10,492.09** inclusive of all taxes;

DECLARE that the (...) disbursements to Quebec Class Counsel are fair and reasonable in the circumstances.

THE WHOLE with costs.

Montreal, October 20, 2021

Merchant Law LLP

Merchant Law Group LLP
Attorneys for the Applicant

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N^o : 500-06-001013-198

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-and-

HYUNDAI MOTORS AMERICA

-and-

KIA MOTOR AMERICA

-and-

KIA CANADA INC.

Defendants

LIST OF EXHIBITS

EXHIBIT “1” : Copy of the **Settlement Agreement**, in its original version in English and in a translated version in French;

EXHIBIT “2”: Copy of the Quebec and Ontario Superior Courts’ judgements on Settlement approval, dated March 9, 2021;

EXHIBIT “3”: copy of the Court of Queen's Bench of Saskatchewan Notice of discontinuance of Papp action and a copy of the Supreme Court of British Columbia Notice of discontinuance of Killoran action, dated April 6, 2021;

EXHIBIT “4”: Copy of the motion materials for Class counsel fees approval for *McBain v. Hyundai Auto Canada Corp. et al*, and *Asselstine v. Kia Canada Inc., et al.* of the Ontario Superior Court of Justice.

EXHIBIT “4”B: *Amended motion record for approval of Class counsel fees in McBain v. Hyundai Auto Canada Corp. et al, and Asselstine v. Kia Canada Inc., et al. of the Ontario Superior Court of Justice*

EXHIBIT “5”: Copy of the retainer agreement between Merchant Law Group and Ludovic Pelletant;

EXHIBIT “6”: Merchant Law Group Bill of costs;

EXHIBIT “7”: Copy of a Justice Glustein Reason for decisions on the Defendants’ Motion for production of class counsel particulars fees, dated July 20, 2021.

MONTREAL, October 20, 2021

Merchant Law LLP

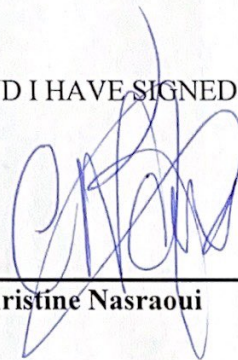
MERCHANT LAW GROUP LLP
Attorneys for the Applicant

AFFIDAVIT

I, the undersigned, **Christine Nasraoui**, attorney, practicing my profession with the firm Merchant Law Group LLP, solemnly declares:

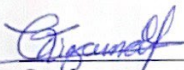
1. I am one of the attorneys of Merchant Law Group and representing the Applicant in the present matter, and as such, have knowledge of the facts and matters hereinafter deposed to. Where statements in this Application were not within my personal knowledge, I have identified the source of that information and belief;
2. All of the facts alleged in the present *Application for approval of counsel fees* are true to the best of my knowledge.

AND I HAVE SIGNED:



Christine Nasraoui

SOLEMNLY DECLARED TO BEFORE ME
AT Laval, October 20, 2021



Beatriz Lizama G.A.C.S.

Québec commissioner of oath

NOTICE OF PRESENTATION

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TAKE NOTICE that the present Amended Application for approval of Counsel Fees will be presented for adjudication on the **October 25, 2021 at 10 AM, via video conference** in front of the **Honourable Justice Pierre-C. Gagnon** of the Superior Court of Québec, District of Montréal, at the Montreal Courthouse situated at 1 Notre-Dame street East, Montréal, Québec.

DO GOVERN YOURSELVES ACCORDINGLY.

MONTRÉAL, October 20, 2021

Merchant Law LLP

MERCHANT LAW GROUP LLP
Attorneys for the Applicant

N^o.: 500-06-001013-198

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ORIGINAL

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