

C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Class Action)

NO: 500-06-000740-155

SHAY ABICIDAN

Representative Plaintiff

v.

BELL CANADA

Defendant

and

LPC AVOCAT INC.

and

RENNO VATHILAKIS INC.

Representative Plaintiff's Attorneys

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

(Articles 590 and 593 C.C.P., article 58 of the *Regulation of the Superior Court of Québec in civil matters*, CQLR c C-25.01, r 0.2.1, and article 32 of the *Act Respecting the Fonds d'aide aux actions collectives*, ch. F- 3.2.0.1.1)

TO THE HONOURABLE FLORENCE LUCAS OF THE SUPERIOR COURT OF QUEBEC, 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 May 1, 2015 and was amended several times, as it appears from the Court record;
2. The authorization hearing was held on March 27 and 28, 2017, and on March 30, 2017, the Honourable Justice Donald Bisson, J.S.C., authorized the class action and appointed Mr. Abicidan the Representative Plaintiff of the following class:

Tous les consommateurs au sens de la <i>Loi sur la protection du consommateur</i> résidant au Québec qui ont souscrit à la « Télé FIBE » et/ou à « Internet FIBE » de Bell Canada entre le 1er mai 2012 et le 30 mars 2017 et qui n'étaient pas branchés à un réseau 100% de fibres optiques, ou qui n'étaient pas branchés à un réseau composé entièrement de fibres optiques.	All consumers within the meaning of Quebec's <i>Consumer Protection Act</i> , residing in Quebec, who subscribed to "FIBE TV" and/or "FIBE Internet" offered by Bell Canada between May 1 st , 2012 and March 30, 2017, and who were not connected to a 100% fibre optics network, or, who were not connected to a network entirely composed of fibre optics.
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3. On August 17, 2017, the Court ordered the publication of notices to class members concerning the authorization of the class action and fixed the exclusion deadline as December 1, 2017.¹ No class members requested their exclusion from this class action;
4. The Representative Plaintiff's Originating Application was filed on August 15, 2017 and amended on December 28, 2017, following a hearing on Bell Canada's request for precisions;
5. On January 30, 2018, Bell Canada examined the Representative Plaintiff and on July 9, 2019 and September 7, 2020, the Representative Plaintiff examined Bell Canada's representative;
6. On February 18, 2019, Bell Canada filed its defence, notably denying any wrongdoing or liability to the Representative Plaintiff or to the class members in connection to the present class action;
7. Over the course of several years, preliminary motions were debated and adjudicated on, as it appears from the Court record;
8. Bell Canada provided the Representative Plaintiff and his attorneys with documents requested during the pre-trial discovery and disclosure;
9. In late November 2020, the parties entered into serious settlement discussions and were able to negotiate the terms of a settlement agreement. By this time, the Representative Plaintiff and his attorneys had sufficient information to assess the strengths and weaknesses of the case, as well as its chances of success;
10. On May 14, 2021, the parties filed an "*Application for Approval of Notices to Class Members of a Settlement Approval Hearing*", along with a copy of the proposed settlement agreement (the "**Settlement**"), a signed version of which is filed herewith as **Exhibit S-1**;

¹ *Abicidan c. Bell Canada*, 2017 QCCS 3763.

11. On July 28, 2021, the Court notably: (i) approved the form and content of the notices; (ii) fixed the dates for class members to opt-out or object to the Settlement; and (iii) scheduled the Settlement approval hearing for November 24, 2021, as it appears from the Court record;
12. Pursuant to the Settlement and to the Court's judgment of July 28, 2021, the parties disseminated and published the notices as follows:
 - a) On August 14, 2021, the notices were published in English and French in *La Presse+*, *Le Journal de Montréal* and in the *Montreal Gazette*, as it appears from copies thereof filed *en liasse* as **Exhibit S-2**;
 - b) English and French versions of the Settlement, the notice to members, the opt-out form and the objection form were posted to class counsel's bilingual website (<https://lpclex.com/bell-fibe/>);
 - c) English and French versions of the Settlement, the notice to members, the opt-out form and the objection form were posted uploaded to Quebec's *Registre des actions collectives*.
13. To date – and following the publication of the Settlement approval notices – no class members have objected to the Settlement (the deadline to object was November 5, 2021) and no class members have requested their exclusion (the deadline to opt-out was September 14, 2021);
14. For the reasons that follow, the Representative Plaintiff is respectfully asking the Court to approve the Settlement;

II. APPROVAL OF THE SETTLEMENT

15. Article 590 CCP provides that a transaction is valid only if approved by the Court. 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 Representative 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;

16. The Representative Plaintiff submits that an analysis of all of these criteria should lead this Court to conclude that the Settlement is fair and reasonable and in the best interest of class members;

i. The Probability of Success:

17. While the Representative Plaintiff maintains that his action is well-founded, Bell Canada vigorously denied his claims and allegations. The Settlement specifically indicates that Bell Canada denies any liability or wrongdoing, denies that the Representative Plaintiff or the class members have any justifiable claim for relief, and denies that it has any liability to the Representative Plaintiff or to the Class Members (see the preamble at pages 1-2, and clause 4.3):

18. The parties would have entered into serious, costly and contradictory debates as to whether Bell Canada committed the alleged faults and whether its liability is triggered;

19. It goes without saying that these debates would have extended to the parties hiring experts – the Plaintiff having already hired two – and bringing in consumers to testify at trial in order to counter each other's claims;

20. Even if the case was successful on the merits, consumers may have had to prove their eligibility in a more complicated manner than the simple distribution method provided for at clause 2.5 of the Settlement;

21. There was always the risks that: (i) the case would not be successful on the merits; (ii) that damages would have been difficult to prove – even with the assistance of the forensic accountants hired by the Representative Plaintiff; and (iii) 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 Settlement, which guarantees compensation to certain class members, whereas nobody is compensated if the case was dismissed;

22. Lastly, the Representative Plaintiff and Class Counsel are aware that even if they are successful on the merits of this class action, Bell Canada 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

23. As alleged at paragraphs 5 to 9 above, the Representative Plaintiff conducted discovery on Bell Canada, and Bell Canada provided information in response on a confidential basis;

24. Therefore, during the settlement negotiations, the Representative Plaintiff and his attorneys had access to and reviewed relevant information relating to the present class action;
25. Some of the data disclosed by Bell Canada showed that it had a serious defence to the effect that some class members did not suffer any monetary damages;
26. In reaching the terms of the Settlement, the following was also considered:
 - a) The parties would have spent important resources and would have required complex expertise, including experts in fiber optics, forensic accountants and consumer surveys – all on both side –, to determine whether there was a fault, and then what the aggregate amount of the damages would be, if any;
 - b) The parties would have tendered a great deal of evidence countering each other's claims;
 - c) During the hearing held on November 26, 2020, Bell Canada provided the Court with confidential information concerning an investigation by the Competition Bureau into certain marketing practices and confirmed that it had no direct link with the facts at issue in the present case;
 - d) Bell Canada 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 Settlement:

27. There is little doubt that the Settlement is primarily advantageous to all. That said, as always, it is essential to assess all potential issues. This section will discuss both;
28. It is important to recall that this class action was authorized on behalf of all consumers within the meaning of Quebec's *Consumer Protection Act*, residing in Quebec, who subscribed to "FIBE TV" and/or "FIBE Internet" offered by Bell Canada between May 1, 2012 and March 30, 2017, and who were not connected to a 100% fibre optics network, or, who were not connected to a network entirely composed of fibre optics;
29. Section 2.5(b)(i) of the Settlement provides that compensation will be paid to "Class Members Entitled to an Amount" (as defined at section 1.8) and section 2.5(b)(ii) specifies that "Class Members Not Entitled to an Amount" will not be compensated;
30. This entails that Class Members who are no longer FIBE Internet or television customers at the Distribution Date of the Settlement will not be receiving monetary compensation, but will be included in the release given to Bell Canada by all Class Members. This distinction was expressly provided for in the pre-approval notices

approved by the Court and no Class Members have expressed an objection to these terms;

31. While the result is not perfect, the Representative Plaintiff and Class Counsel – following several hearings and the exchange of voluminous information – have concluded that these terms are fair and reasonable and that their benefits significantly outweigh their disadvantages;
32. The Settlement is a favorable result for the approximately 111,000 Class Members who remain FIBE Internet or television customers at the Distribution Date, 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 Amount” in the amount of \$2,000,000.00 (**section 1.22**);
 - b) Each Class Member Entitled to an Amount will automatically receive a one-time price reduction of their monthly fees of approximately **\$8.00 plus taxes** applied to their Bell Canada account (**Appendix A and section 2.5**);
 - c) There is no claim form or proof of any kind to be submitted by Class Member Entitled to an Amount. This means that they will be compensated without any action required on their part, whereas it is common for some class action settlement – or judgments on the merits – to provide for claim-based compensation by way of a claims administrator.
33. It is essential to highlight that all Class Members had the opportunity to exclude themselves from the Settlement or object thereto. To date, no Class Members have contacted Class Counsel to raise any concerns whatsoever and nobody has formally requested their exclusion or objected to the Settlement;
34. Further – it goes without saying – that this Honourable Court has approved settlements where certain Class Members are compensated while others are not;

iv. The Attorneys’ Recommendations and their Experience:

35. Class Counsel, whose practice is focused almost entirely in the area of class actions, has negotiated and recommended the terms and conditions of the Settlement;
36. Class Counsel recommends this Settlement 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:

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

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

38. If the case were to proceed in an adversarial fashion, there is no doubt that there would be protracted litigation and further important costs;
39. 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;
40. Conversely, having obtained a settlement in the form of compensation for Class Members Entitled to an Amount is in the interests of judicial economy, proportionality and a favorable result;

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

41. The deadline to opt-out of the Settlement was September 14, 2021 and the deadline to object to the Settlement was November 5, 2021;
42. Following the publication of the Pre-Approval Notices in August of 2021, no “opt-out” requests or objections were received by Class Counsel to date;

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

43. The Settlement was negotiated at arm’s-length, in utmost good faith and without collusion between the parties;
44. The negotiations that led to the Settlement were adversarial. The parties met and spoke several times until an agreement was eventually concluded after the hearing of November 26, 2020. Some of the notable steps leading up to the Settlement are alleged at **paragraph 54** below;
45. By all accounts, the lead up to the Settlement, the negotiations concerning the disclosure of information and the negotiations of the details of the Settlement were all done in an adversarial manner and hard fought up until the end;

III. APPROVAL OF CLASS COUNSEL FEES

46. Class Counsel is requesting the Court’s approval of extra-judicial fees in the amount of \$600,000.00 plus taxes and \$72,387.32 to cover all “Other Costs” (including expenses and disbursements, including any amount that must be reimbursed to the *Fonds d’aide aux actions collectives*), in accordance with sections 1.6 and 1.20 of the of the Settlement (Class Counsel is actually requesting approval for less than the \$100,000.00 plus taxes negotiated on account as “Other Costs” provided for at section 1.20 of the Settlement and since there is a surplus, it will be distributed to the members as detailed below at paragraphs 85 and following);

47. Class Counsel's extra-judicial fees in the total amount of \$600,000.00 (plus GST & QST) represents **30%** of the total settlement value of **\$2,000,000.00**;
48. Class Counsel is requesting that this Honorable Court approve the amounts agreed to in the Settlement, 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;
49. It is respectfully submitted that the Class Counsel fees are more than fair, reasonable and justified in the circumstances for the reasons that follow:
 - i. **Time and effort expended by the attorneys on the litigation:**
50. The Representative Plaintiff's *Application for Authorization to Institute a Class Action* was initially filed on May 1, 2015 (more than 6 years ago) and amended several times thereafter, as it appears from the Court record;
51. It took more than 6 years to arrive at the Settlement since the original filing (including the litigation and negotiations);
52. The Representative Plaintiff is represented by the law firms of LPC Avocat Inc. and Renno Vathilakis Inc.;
53. Combined, the Representative Plaintiff's attorneys worked over a total of **1,360 hours** as of November 8, 2021. The unbilled time to date is more than **\$606,250.00** before taxes. The work is ongoing, including preparation for the November 24, 2021 approval hearing and collaborating with defence counsel at the execution stage;
54. Some of the notable steps and time expended by class counsel in this litigation include:
 - The *Application to Authorize* this class action was initially filed on May 1, 2015 and was amended several times;

- A two-day authorization hearing took place on March 27-28, 2017;
 - The Originating Application was filed on August 15, 2017 and amended on December 28, 2017 following a hearing on Bell Canada's request for precisions;
 - The Representative Plaintiff hired an expert in optical fiber, McGill professor Odile Liboiron-Ladouceur, PhD, Eng., who prepared an expert report dated August 21, 2017 (filed as Exhibit P-6 in support of the Originating Application);
 - On January 30, 2018, Mr. Abicidan was examined and provided undertakings shortly thereafter;
 - On October 26, 2018, counsel for the Representative Plaintiff communicated to Bell Canada the list of information requested by the reputable forensic accounting firm (*juriscomptables*) it engaged for the purposes of quantifying aggregate damages;
 - On November 1, 2018, a hearing was held on Bell Canada's application to examine class members, which was dismissed by judgment rendered on December 7, 2018, as rectified on December 11, 2018;
 - On February 18, 2019, Bell Canada filed its defence, notably denying any wrongdoing or liability to the Representative Plaintiff or to the class members in connection to the present class action;
 - On July 9, 2019, the Representative Plaintiff examined Bell Canada's representative, Mr. Nicolas Poitras. This examination was cut short due to multiple objections raised;
 - On September 17, 2020, the Representative Plaintiff continued his examination of Mr. Poitras;
 - On November 26, 2020, a hearing was held to debate the objections and the disclosure of evidence. During this hearing it was agreed that Bell Canada would communicate confidential information the Representative Plaintiff – under seal – on a USB key that was indeed provided to Class Counsel shortly thereafter;
 - Several phone meetings took place between the parties before the terms of the Settlement were ultimately agreed to by all sides;
55. Class Counsel will devote additional time to complete and oversee the implementation of the settlement, additional time that will **not** be submitted to this Honourable Court for a fee request and is already contemplated by the total amount of fees requested;

56. Class Counsel has dedicated 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, as it appears from **Exhibit S-3** (filed confidentially):

4. Je consens à ce qu'il soit retenu sur les sommes perçues par mon procureur pour le bénéfice du représentant et des membres du groupe et des sous-groupes, des honoraires extrajudiciaires d'un montant égal à **trente pour cent (30%) de la somme perçue en relation avec la présente action collective (plus toutes les taxes applicables)**, de quelque source que ce soit, par transaction ou à la suite d'un jugement, et ce, dès l'ouverture du présent dossier. Ces honoraires extrajudiciaires s'étendent aux sommes perçues pour et au nom de tout le groupe et des sous-groupes vise par la présente action collective, et sont en sus des honoraires judiciaires qui pourraient être attribués audit procureur;

57. At all times, this litigation was complex and high-risk. Class Counsel conducted extensive legal and factual research in support of this claim, hired and worked with several experts (including in fiber optics, I.T. and forensic accountants) and conducted important settlement negotiations;
58. The process of finalizing the Settlement, along with 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:

59. The issues – as alleged by the Representative Plaintiff against Bell Canada in his Application – are directly related to the access for approximately 111,000 consumers who will benefit from the Settlement;
60. 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, who have considerable financial resources at their disposal;
61. If it were not for this class action, Class Members would not have been likely to institute individual actions to obtain compensation;
62. 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:**

63. 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 action, including the question of damages (see, for instance, paragraphs 28, 32-37 and 62 of the authorization judgment);
64. Bell Canada 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, Bell Canada's Defence filed on February 18, 2019);
65. A very significant amount of time, energy, and financial resources (such as mandating experts) would have been necessary to counter Bell Canada's factual and expert evidence, as well as its legal arguments;
66. In sum, Class Members would have faced complex evidence issues, in order to establish Bell Canada's fault and liability. The question of damages in the present case was also challenging as services were in fact rendered;
67. 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:**

68. LPC Avocat's practice is focused almost entirely on class actions and the firm is currently involved in 25 active class actions (both in Quebec and nationally), as it appears from the firm's biography filed herewith as **Exhibit S-4**;
69. Renno Vathilakis is a litigation boutique and its founding partners have significant experience in defending and prosecuting class actions, as it appears from the firm's biography filed herewith as **Exhibit S-5**;
70. Given that LPC Avocat 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;
71. The professional services offered by both LPC Avocat Inc. and Renno Vathilakis Inc. are unusual and require specific expertise and professionalism;
72. 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;
73. 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:

74. 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;
75. 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;
76. Class Counsel assumed almost all of the costs and financial risks associated to the present class action, although the Fonds d'aide aux actions collectives (the "FAAC") did provide some financing²;
77. 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;
78. Class Counsel has worked diligently to advance this litigation to the point of settlement, with virtually no payment for its fees or any guarantee of payment (other than the amount indicated at footnote 2 below);
79. 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;
80. The Class Counsel fees being requested have been considered acceptable by the Courts in similar circumstances (both in terms of percentage and multiplier);
81. We reemphasize that Class Counsel's fees in the total amount of \$600,000.00 (plus taxes) represents **30%** of the total settlement value of \$2 million. The unbilled time expended to date exceeds \$600,000.00 (as alleged at paragraph 53 above) and therefore represents a negative multiplier;

vi. The result obtained:

82. In terms of monetary compensation, the result obtained in this case is very good for Class Members Entitled to an Amount. The claims and recovery processes are very simple and requires no effort at all;
83. As detailed above, compensation is in the amount of approximately \$8.00 plus taxes per Class Members Entitled to an Amount, who will automatically receive a one-time price reduction of their monthly fees owed to Bell Canada;

² The FAAC provided funding of \$37,787.65, the vast majority of which was for the experts' fees.

vii. **Fees not contested:**

84. No Class Member has indicated their intention to contest the request for Class Counsel fees which were expressly mentioned in the pre-approval notices;

IV. **APPROVAL OF “OTHER COSTS” (section 1.20 of the Settlement)**

85. The Representative Plaintiff is seeking the Court’s approval of disbursements to be paid from the amount provided for at section 1.20 of the Settlement;
86. To this end, the Representative Plaintiff is respectfully asking the Court to approve the reimbursement of the following amounts pursuant to art. 593 CCP and section 1.20 of the Settlement:

Taxis: (i) to attend authorization hearing; (ii) to attend hearing at the Fonds d’aide aux actions collectives; and (iii) examination at the offices of Audren Rolland	\$60.00
De Grandpré Chait invoice dated August 20, 2015 (Exhibit S-6 under seal)	\$28,372.12
Total:	\$28,432.12

87. For avoidance of doubt, the above total of \$28,432.12 (inclusive of taxes) is deducted from the amount of \$114,975.00 (inclusive of taxes) provided for at section 1.20 of the Settlement;
88. In addition to the amounts provided for in the preceding paragraph, class counsel respectfully requests that the Court approve reimbursement of the following amounts pursuant to section 1.20 of the Settlement:

Reimbursement to the Fonds d’aide aux actions collectives	\$37,787.65
Disbursements incurred by Renno Vathilakis Inc.	\$6,167.55
Total:	\$43,955.20

89. The amounts above total \$72,387.32 (i.e. \$28,432.12 + \$43,955.20), which means that there is a balance/surplus of **\$42,587.68** remaining from the amount negotiated and provided for at section 1.20 of the Settlement. Pursuant to this same section, the unclaimed portion of \$42,587.68 will be distributed proportionately to each Class Member Entitled to an Amount;

<p>PAR CES MOTIFS, PLAISE AU TRIBUNAL :</p>	<p>FOR THESE REASONS, MAY IT PLEASE THE COURT TO:</p>
<p>[1] ACCUEILLIR la demande du Représentant en approbation de la transaction et pour approbation des honoraires des avocats du groupe;</p>	<p>[1] GRANT the Representative Plaintiff's <i>Application to Approve a Class Action Settlement and for Approval of Class Counsel's Fees</i>;</p>
<p>[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;</p>	<p>[2] DECLARE that the definitions set forth in the Settlement 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 Settlement;</p>
<p>[3] APPROUVER la Transaction conformément à l'article 590 du <i>Code de procédure civile du Québec</i>, et ORDONNER aux parties de s'y conformer;</p>	<p>[3] APPROVE the Settlement as a transaction pursuant to article 590 of the <i>Code of Civil Procedure</i>, and ORDER the parties to abide by it;</p>
<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 Settlement (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 at 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 Settlement, shall be binding on every Class Member;</p>
<p>[6] APPROUVER le paiement aux Avocats du Groupe de leurs honoraires extrajudiciaires et débours tel que prévu au paragraphe 1.6 de la transaction;</p>	<p>[6] APPROVE the payment to Class Counsel of its extrajudicial fees as provided for at section 1.6 of the Settlement;</p>
<p>[7] APPROUVER le remboursement des « Autres Frais » prévus au paragraphe 1.20 de la transaction et ordonner à Bell Canada de faire les paiements suivants :</p> <ul style="list-style-type: none"> • 37 787,65 \$ payables au Fonds d'aides aux actions collectives; 	<p>[7] APPROVE the reimbursement of the "Other Costs" provided for at section 1.20 of the Settlement and order Bell Canada to make the following payments:</p> <ul style="list-style-type: none"> • \$37,787.65 payable to the Fonds d'aides aux actions collectives;

<ul style="list-style-type: none">• 6 167,55 \$ payables à Renno Vathilakis inc.• 60,00 \$ payables à Shay Abicidan;• 28 372,12 \$ (taxes incluses) payables à De Grandpré Chait;	<ul style="list-style-type: none">• \$6,167.55 payable to Renno Vathilakis Inc.• \$60.00 payable to Shay Abicidan;• \$28,372.12 (inclusive of taxes) payable to De Grandpré Chait;
[8] ORDONNER aux parties de faire rapport de l'exécution du jugement à l'expiration de la Date de Distribution définie au paragraphe 1.14 de la transaction;	[8] ORDER the Parties, upon the expiry of the Distribution Date defined at section 1.14 of the Settlement, to render account of the execution of the judgment;
[9] LE TOUT , sans frais de justice.	[9] THE WHOLE , without legal costs.

Montreal, November 18, 2021

Montreal, November 18, 2021

(s) Renno Vathilakis

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AFFIDAVIT OF JOEY ZUKRAN

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

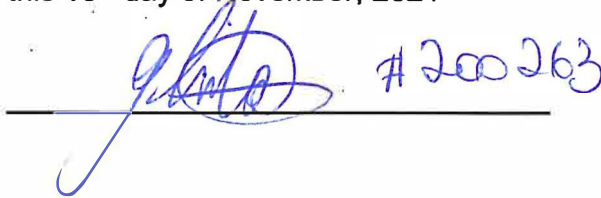
1. That I am one of the attorneys for the Representative Plaintiff in the present Action;
2. That I have taken cognizance of the Application attached and the facts alleged therein are accurate to the best of my knowledge;
3. That said Application is made in good faith.

AND I HAVE SIGNED



Joey Zukran

Solemnly affirmed before me at Montreal
this 18th day of November, 2021



200263



AFFIDAVIT OF MICHAEL VATHILAKIS

I, Michael E. Vathilakis, attorney, practicing my profession at Renno Vathilakis Inc., situated at 145 St. Pierre Street, Suite 201, Montréal, Québec, H2Y 2L6, 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

Michael E. Vathilakis

Solemnly affirmed before me at Montreal
this 18th day of November, 2021

200263



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: 500-06-000740-155

SHAY ABICIDAN

Representative Plaintiff

v.

BELL CANADA

Defendant

and

LPC AVOCAT INC.

and

RENNO VATHILAKIS INC.

Representative Plaintiff's Attorneys

LIST OF EXHIBITS

- Exhibit S-1:** Copy of the Settlement Agreement signed on by the parties;
- Exhibit S-2:** Copy of the pre-approval notices published on August 14, 2021, in La Presse+, Le Journal de Montréal and in the Montreal Gazette;
- Exhibit S-3:** [UNDER SEAL] Copy of the mandate signed by the Plaintiff;
- Exhibit S-4:** Copy of the biography of LPC Avocat Inc.;
- Exhibit S-5:** Copy of the biography of Renno Vathilakis Inc.;
- Exhibit S-6:** [UNDER SEAL] Invoice received by the Plaintiff on August 20, 2015;

NOTICE OF PRESENTATION

TO: Me Emmanuelle Rolland
Me Marc-André Grou
Audren Rolland, s.e.n.c.r.l.
erolland@audrenrolland.com
Attorneys for Bell Canada

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 Florence Lucas, J.S.C., on **November 24, 2021, at 9:00 a.m. in room 2.08** of the Montreal Courthouse.

Montreal, November 18, 2021

Montreal, November 18, 2021

(s) Renno Vathilakis Inc.

RENNO VATHILAKIS INC.
Mtre Michael E. Vathilakis
Mtre Karim Renno
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(s) LPC Avocat Inc.

LPC AVOCAT INC.
Mtre Joey Zukran
Attorney for the Representative Plaintiff
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500-06-000740-155

(Class Action)
SUPERIOR COURT
DISTRICT OF MONTREAL

SHAY ABICIDAN
Representative Plaintiff

v.

BELL CANADA
Defendant

and

LPC AVOCAT INC. / RENNO VATHILAKIS INC.
Representative Plaintiff's Attorneys

**APPLICATION TO APPROVE A CLASS ACTION
SETTLEMENT AND FOR APPROVAL OF CLASS COUNSEL'S FEES**
(Articles 590 and 593 C.C.P., article 58 of the *Regulation of the Superior Court of Québec*
in *civil matters*, CQLR c C-25.01, r 0.2.1, and article 32 of the *Act Respecting*
the *Fonds d'aide aux actions collectives*, ch. F- 3.2.0.1.1)

ORIGINAL

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BL 6059

N/D: JZ-102
