

SUPERIOR COURT

(Class Action)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

No.: 500-06-000989-190

DATE: January 12, 2022

BY THE HONOURABLE DONALD BISSON J.S.C.

(JB4644)

GERTRUDE GILLICH
Representative Plaintiff

v.

APR (SAINT-JEAN) INC. (d.b.a. MERCEDES-BENZ WEST ISLAND)
Defendant

FONDS D'AIDE AUX ACTIONS COLLECTIVES
Mis en cause

JUDGMENT

(Closing Judgment concerning APR (Saint-Jean) Inc.
(d.b.a. Mercedes-Benz West Island))

[1] **CONSIDERING** the judgement rendered January 20, 2021 and rectified on January 25, 2021¹ approving the settlement in the present file, as well as the exhibits filed by the parties in order to obtain that judgment;

[2] **CONSIDERING** the *Application by Defendant APR (SAINT-JEAN) INC. (d.b.a. Mercedes-Benz West Island) for a Closing Judgment*, dated December 16, 2021;

[3] **CONSIDERING** the Affidavit of Nick Avdeliodis dated December 15, 2021 and its Annex A, confirming that there is a remaining balance of \$2,060.00 after the distribution of settlement payments made out to the Settlement Class Members;

¹ *Gillich c. APR (Saint-Jean) inc. (Mercedes-Benz West Island)*, 2021 QCCS 105

[4] **CONSIDERING** the following facts:

- 1) On January 29, 2021, APR (SAINT-JEAN) INC. paid to class counsel their extrajudicial fees in the amount of \$26,064.21 plus GST & QST and disbursements of \$3,700.00 plus GST & QST;
- 2) On February 4, 2021, APR (SAINT-JEAN) INC. sent out 108 notices and cheques of \$412.00 each to the Settlement Class Members;
- 3) On February 23, 2021, APR (SAINT-JEAN) INC. sent out a cheque for three hundred dollars (\$300.00) to Representative Plaintiff, as payment of disbursement;
- 4) In the month of March 2021, the APR (SAINT-JEAN) INC. team tried to reach out to the remaining sixteen (16) Settlement Class Members, who either did not claim their notices that had been sent out on December 10, 2020 or their addresses in their files are no longer valid, but they were not able to reach them;
- 5) Since the month of September 2021, the APR (SAINT-JEAN) INC. team tried to reach out to the remaining eleven (11) Settlement Class Members who had not claimed their respective cheques issued on February 4, 2021, and, as of the date of the present, only five (5) Settlement Class Members were not reachable;
- 6) Since September 2, 2021, and as of the date of the Affidavit of Nick Avdeliodis dated December 15, 2021, 5 out of the 108 cheques sent out to the Settlement Class Members remain uncashed for a total amount of \$2,060.00;

[5] **CONSIDERING** that the *Mis en cause Fonds d'aide aux actions collectives* is entitled to 50% of the remaining balance of \$2,060.00;

[6] **CONSIDERING** that the parties have agreed that the remaining balance after payment to the *Mis en cause Fonds d'aide aux actions collectives* will be donated to the Partage Action West Island Community Shares Foundation;

[7] **CONSIDERING** that the *Mis en cause Fonds d'aide aux actions collectives* has no observations to make;

THEREFORE, THE COURT:

[8] **GRANTS** the *Application by Defendant APR (SAINT-JEAN) INC. (d.b.a. Mercedes-Benz West Island) for a Closing Judgment*;

[9] **DECLARES** that the remaining balance of the settlement between the Representative Plaintiff Gertrude Gillich and the Defendant APR (SAINT-JEAN) INC. (d.b.a. Mercedes-Benz West Island), pursuant to article 596 CCP, is \$2,060.00;

[10] **DECLARES** that the amount owed to the *Mis en cause Fonds d'aide aux actions collectives*, pursuant to the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives* is \$1,030.00;

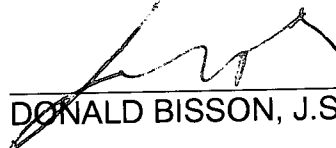
[11] **TAKE ACTS** of Representative Plaintiff and the Defendant APR (SAINT-JEAN) INC. (d.b.a. Mercedes-Benz West Island) agreement to donate the remaining balance of \$1,030.00 to the Partage Action West Island Community Shares;

[12] **ORDERS** the Defendant APR (SAINT-JEAN) INC. (d.b.a. Mercedes-Benz West Island) to pay to the *Mis en cause Fonds d'aide aux actions collectives* the amount of \$1,030.00, within 30 days of the present judgment;

[13] **DECLARES** that the Defendant APR (SAINT-JEAN) INC. (d.b.a. Mercedes-Benz West Island) has fully and duly honoured its obligations under the Settlement Agreement executed on January 13, 14 and 19, 2021 between Representative Plaintiff Gertrude Gillich and Defendant APR (SAINT-JEAN) INC. (d.b.a. Mercedes-Benz West Island);

[14] **DELIVERS** a closing judgment in the present class action, with regard to Defendant APR (SAINT-JEAN) INC. (d.b.a. Mercedes-Benz West Island);

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



DONALD BISSON, J.S.C.

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Counsel for Plaintiff

M^e Anne Merminod and M^e Alexandra Bornac
Borden Ladner Gervais
Counsel for Defendant APR (SAINT-JEAN) INC. (d.b.a. Mercedes-Benz West Island)

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Counsel for the Mis en cause

Hearing date: December 20, 2021 (on file)