

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

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

NO: 500-06-001026-190

SHAY ABICIDAN

Representative Plaintiff

v.

TURO INC.

Defendant

and

LPC AVOCAT INC.

Representative Plaintiff's Attorney

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

(Article 590 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 LUKASZ GRANOSIK OF THE SUPERIOR COURT OF QUEBEC, ACTING AS THE DESIGNATED JUDGE IN THE PRESENT CASE, THE REPRESENTATIVE PLAINTIFF AND HIS COUNSEL SUBMIT THE FOLLOWING:

I. INTRODUCTION

1. The purpose of the present application is for the Court to approve the Settlement signed respectively by the parties on September 23 and 27, 2021, a copy of which is communicated herewith as **Exhibit T-1**;
2. On November 5, 2021, the Court: (i) authorized the class action for settlement purposes against the Defendant Turo Inc. (hereinafter "**Turo**"); (ii) approved the notice program, including the opt-out and objection deadlines; and (iii) scheduled the approval hearing for April 12, 2022, as it appears from the Court record;
3. The notices were subsequently disseminated to Class Members in January of 2022, as appears from the affidavit of Turo's representative, **Exhibit T-2**;

4. As it appears from Exhibit T-2, Turo sent the pre-approval notices by email to all Class Members it identified as per the Settlement Agreement. For ease of reference, the Class is defined as:

Tous les consommateurs en vertu de la <i>Loi sur la protection du consommateur</i> du Québec qui, du 4 novembre 2016 au 31 mars 2021, alors qu'ils se trouvaient dans la province du Québec, à des fins autres que pour affaires, ont effectué une réservation de véhicule pour n'importe où dans le monde en utilisant le site Web ou l'application mobile de Turo et qui ont payé un prix supérieur au prix initialement annoncé par Turo à la première étape (excluant la TVQ ou la TPS).	All consumers pursuant to Quebec's <i>Consumer Protection Act</i> , who, from November 4, 2016 until March 31, 2021, while located in the province of Quebec, for a purpose other than business, made a vehicle booking for anywhere in the world using Turo's website or mobile application and who paid a price higher than the price initially advertised by Turo at the first step (excluding the QST or the GST).
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5. Although a relatively low portion of the emails were undeliverable, the parties have determined that it is not reasonable, proportionate or economically efficient in the circumstances to make efforts to provide further notice of the settlement or compensation to those Class Members by other means;
6. To date, no Class Members have objected to the Settlement, while one (1) person requested his exclusion, a copy of which is filed as **Exhibit T-3**. The deadline to do so was March 18, 2022;
7. The pre-approval notice sent to Class Members, which Turo identified as per the Settlement Agreement, provided a hyperlink to Class Counsel's bilingual webpage dedicated to this class action settlement (<https://www.lpclex.com/fr/turo>), containing copies of the procedure, notice and settlement (including a French translation);
8. The Parties have agreed on a final notice of settlement approval, **Exhibit T-4**;
9. For the reasons that follow, the Representative Plaintiff asks that this Court approve the Settlement Agreement pursuant to article 590 C.C.P.;

II. APPROVAL OF THE SETTLEMENT AGREEMENT

10. 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 Plaintiff;
 - vi) The future expenses and probable length of the litigation;
 - vii) The number and nature of any opt-outs and/or objectors;
 - viii) Good faith of the parties and the absence of collusion;
11. The Representative Plaintiff submits that an analysis of all of these criteria should lead this Court to conclude that the Settlement Agreement is fair and reasonable and in the best interest of Class Members;
- i. **The Probability of Success:**
12. While the Representative Plaintiff maintains that his action is well-founded, Turo denied his claims and allegations. The Settlement Agreement specifically indicates that Turo denies any liability or wrongdoing, denies that the Plaintiff or the Class Members have any justifiable claim for relief, and denies that they have any liability to the Plaintiff or to the Class Members (preamble at page 2 and sections 2, 4 and 64);
13. The parties would have entered into a serious and contradictory debate as to whether the *Consumer Protection Act* ("CPA") and/or the *Competition Act* apply in the circumstances and whether Turo committed the alleged violations of either of these statutes;
14. It goes without saying that these debates would have extended to the parties hiring experts and bringing in consumers to testify at trial in order to counter each other's claims;
15. There was always the risk that: i) the Court would not authorize the class action or it would not be successful on the merits; or ii) it would be impossible to recover even if it were successful on the merits after many years of litigation, and this risk is abated through the Settlement Agreement, which guarantees compensation to Class Members, as well as a modification to Turo's business practice – which has already been implemented on March 31, 2021 according to Turo (see definition of "Practice Change" at section 1(v) and (w) on page 6 of the Settlement Agreement and section 8);
16. Lastly, if the Representative Plaintiff was successful in having the Class authorized and/or in the ensuing proceeding, Class Counsel is aware that Turo could very well have filed appeals in respect of multiple issues, thus resulting in increased risk and considerable delays. This issue is all the more pressing as article 578 of the *Code of Civil Procedure* gives defendants the right to apply for leave to appeal from a judgment authorizing a class action;

ii. **The Amount and Nature of Discovery**

17. The Representative Plaintiff and his attorneys were given access to and reviewed relevant information concerning Turo's sales figures to Class Members (on a confidential basis);
18. In reaching the terms of the Settlement, the following were considered:
 - a) The Parties would have spent important resources and would have required certain expertise, including forensic accountants, to determine the aggregate amount of the difference between the price paid by Class Members and the price displayed at the first step by Turo (including an accounting of certain items that were not displayed but were options requested and added by consumers, such as post-trip cleaning fees, prepaid fuel services etc.;
 - b) The parties would have tendered a great deal of evidence on, among other things, the Class Members' physical location for the bookings (including cyber forensics);
 - c) The fact that it is a tripartite relationship between the consumer, the host and Turo, as Turo does not own the vehicles it advertises on its online platform which, according to Turo, complexifies the matter;
 - d) The fact that Turo's position is that the consumers would have knowledge of the Trip Fees after having made a first vehicle booking.

iii. **The Terms of the Settlement Agreement:**

19. The Settlement Agreement is a favorable result for Class Members in that it provides for a resolution of the litigation and for the following noteworthy benefits:
 - a) The total value of the Settlement Agreement, including Class Counsel Fees and administration costs (assumed internally by Turo) is **\$760,688.00**;
 - b) The Settlement has a "guaranteed value" of \$760,688.00 because the agreement provides that the value of any unused Settlement Credit after expiry will be paid to the Fonds d'aide des actions collectives and then to a charity (sections 18 and 19);
 - c) Compensation in the amount of a \$16.50 Settlement Credit (net) that will be issued directly to each Class Member (section 12);
 - d) The \$16.50 Settlement Credit will be deposited directly in the Settlement Class Members' account to be used toward a future vehicle booking on Turo's website or mobile application.
 - e) The amount of \$16.50 compares favourably with the average service fee

charged per ticket by Turo (this data was provided to Class Counsel confidentially and is provided to the Court under seal in a manner that safeguards the confidential nature of the information). For example, in the Plaintiff's case, the service fee was \$6.10 per day for 3 days, for a total of \$18.30, as alleged at paragraphs 22 and 23 of the Authorization Application and Exhibit P-4 in support thereof;

- f) There is no need for any of the Class Members to produce invoices or a proof of purchase, or to do anything at all in order to receive the compensation;
- g) The term "**Eligible Account**" is defined at section 1(q) of the Settlement Agreement as an:

"account used by a Class Member as a Guest to effectuate a vehicle booking during the Class Period through Defendant's website or mobile application that satisfies at least two (2) out of the three (3) following conditions as identified by the Defendant:

a) the Guest's most recent login at the time of a vehicle booking was effectuated using a Quebec IP address,

b) the Guest who requested the vehicle booking has a Quebec driver's license as per the information that was provided to the Defendant, or

c) the Guest who requested the vehicle booking resides in the province of Quebec as per the contact information that was provided to the Defendant..."

In this respect, for the purpose of reaching a settlement Turo was prepared to recognize the residence of the Class Members as declared when they made their bookings during the Class Period subject to the connecting factors described above. Turo has agreed to consider (for purposes of settlement) that the Class Members were physically located in Quebec when the bookings were made subject to the connecting factors described above. As a result, the parties will avoid a complex debate concerning the application of Quebec law to the Class Members' claims, and the Class Members will not have to provide individual proof of their place of residence and physical location at the time of making their bookings (whether or not this would have been required remains a question that would have been debated at the merits).

- h) As mentioned above, an advantage for the Class Members is that the Settlement Credits will be added to their accounts and ready to be used on any future vehicle booking on Turo's website or mobile application for thirty-six (36) months. The Settlement Credit is transferable by way of a one-time transfer to another Registered Guest;

- i) In order to maximize the participation rate, the Settlement provides that approximately ten (10), twenty-two (22) and thirty-four (34) months after the deposit date of the Settlement Credits, the Defendant shall send a bilingual reminder email (French and English) to all Settlement Class Members who have not used their Settlement Credits (section 16);
- j) Section 8 of the Settlement Agreement provides that Turo must - and already has - implemented a business practice change to its mobile and desktop transaction process pursuant to which the price of a vehicle booking announced to a Quebec Resident at the first step of said process will be equal or higher than the price ultimately paid, except for taxes and optional costs or services (such as post-trip cleaning fees, prepaid fuel services etc.) (“all-in”). For greater clarity, the all-in price must include all amounts the consumer will have to pay to book the vehicle, including mandatory service fees that are not optional. Screen captures showing that the practice change has been implemented by Turo are filed herewith *en liasse* as **Exhibit T-5**;
- k) Under the terms of the Settlement Agreement, it was negotiated and agreed that Turo would be solely responsible for managing the distribution of the Settlement Credits and assuming the costs of the dissemination of notices. While the dollar amount is not quantified in the agreement, this is an amount that would have otherwise been deducted from the Settlement Value and assumed by Class Members;

iv. The Attorneys’ Recommendations and their Experience:

- 20. Class Counsel, whose practice is focused in the area of consumer class actions, has negotiated and recommended the terms and conditions of the Settlement Agreement;
- 21. The Settlement Agreement takes into account concerns previously raised by the Court with “credit” based settlements;
- 22. As mentioned in *Abihsira c. Stubhub inc.*, 2019 QCCS 5659, para. 41(d), it is worth emphasizing that in the case of payments by cheque, the cost to issue individual cheques would have been approximately \$3.00 per Class Member and that these cheques would have expired after 6 months and the cost to issue a new cheque is \$15.00 each;
- 23. In light of the above, Class Counsel believes that the Settlement Agreement is fair and reasonable, respects the rule of proportionality and provides substantial relief and benefits to the Class Members in the circumstances and in light of the risks that would arise from continuing the litigation;

v. **Approval of the Representative Plaintiff:**

24. The Representative Plaintiff provided his instructions to enter into the Settlement Agreement on his own behalf and on behalf of the Class Members and signed the Settlement Agreement, as more fully appears from his Affidavit, **Exhibit T-6**;

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

25. If the case were to proceed in an adversarial fashion, there is no doubt that there would be protracted litigation and important costs;
26. 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;
27. Conversely, having obtained a settlement in the form of compensation and a business practice modification is in the interests of judicial economy, proportionality and a favorable result for Class Members;

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

28. Following the emailing of the pre-approval notices in January of 2022, only one (1) "opt out" request was received by Class Counsel (Exhibit T-3);
29. There have been no objections to the Settlement Agreement;

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

30. The Settlement Agreement was negotiated at arm's-length, in utmost good faith and without collusion between the parties;
31. The negotiations that led to the Settlement Agreement were adversarial, lasting several months. Some of the notable steps leading up to the Settlement were:
- The *Application to Authorize* this class action filed on November 4, 2019;
 - The authorization hearing was initially fixed for June 5, 2020;
 - In anticipation of a contested authorization hearing, the Plaintiff communicated his argument plan to the Court on May 12, 2020;
 - On May 26, 2020, the Court agreed to postpone the authorization hearing, as the parties informed the Court that they had entered into serious settlement discussions;
 - It was only following the filing of the Plaintiff's argument plan and serious negotiations that lasted over several weeks, that the parties finally arrived to an initial settlement in principle on or about September 8, 2020;

- The Settlement Agreement was finally signed by the parties on September 23 and 27, 2021 and judgment authorizing the class action for settlement purposes only and the publication of notices was rendered on November 5, 2021. The notices were sent to Class Members in January of 2022.

32. By all accounts, the lead up to the Settlement Agreement and 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

33. Pursuant to sections 10 and 43 of the Settlement Agreement, Turo has agreed to pay class counsel fees of \$172,800.00 (representing approximately 22.6% of the Settlement Value) and \$2,500.00 in disbursements, both plus GST & QST;

34. This is less than the amount provided for in Class Counsel's mandate agreement, disclosed as **Exhibit T-7**, and is a compromise reached for the purposes of settlement;

35. While the pre-approval notices were disseminated in January of 2022, Turo informed Class Counsel that the total value of the settlement was in fact \$760,688.00 based on the revised number of Class Members eligible for a Settlement Credit;

36. Given that this modification is not contrary to the interests of the Class Members and does not impact them at all (the net Settlement Credit remains \$16.50 per member and the total Settlement Value increases), the parties respectfully submit that there is no requirement for further notice to members (*Halfon c. Moose International Inc.*, 2017 QCCS 4300, para. 4);

37. Class counsel's is respectfully asking the Court to approve its extrajudicial fees and disbursements as provided for in the Settlement Agreement;

38. 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;

39. It is respectfully submitted that the Class Counsel fees are fair, reasonable and justified in the circumstances for the reasons that follow;

i. Time and effort expended by the attorneys on the litigation:

40. To avoid repetition, we refer to the items listed at paragraph 31 above;

41. As it appears from para 31, it took more than two (2) and a half years to have the Settlement approved since the original filing of this case;

42. The Representative Plaintiff's attorneys worked over 250 hours as of April 7, 2022. During the course of the litigation, several lawyers were employed by LPC Avocat Inc. at the time and also worked on this file (including Me Sarah Lauzon and a stagiaire, Adam Dahan);

43. 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. This includes being available to all Class Members for the next three years (including ensuring that reminder emails are sent by Turo pursuant to the Settlement Agreement);

44. 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, Exhibit T-7;

4. Je comprends que ce litige sera poursuivi sur une base à pourcentage. En tant que tel, aucun frais d'avocat, débours, coûts ou taxes ne seront facturés, à moins que le litige ne soit réussi, que ce soit par règlement ou par jugement. **Par souci de clarté, il est convenu qu'aucune somme ne sera réclamée ou due par le représentant en aucun cas** et que les honoraires payables aux procureurs du groupe seront payés par la défenderesse;

5. Conformément au paragraphe 4 ci-dessus, je consens à ce que mon procureur reçoive, retienne et conserve le paiement de toute somme reçue pour mon compte et pour le compte de tous les autres membres du groupe, incluant :

a) Les débours et autres charges liées au présent mandat, comme les déplacements, les livraisons, les honoraires ou charges de tiers, les frais d'interurbains, les photocopies et les télécopies;

b) Les honoraires extrajudiciaires du montant le plus élevé des deux calculs suivants :

i. Un montant égal à **trente pour cent (30%) plus toutes les taxes** applicables de la somme perçue (incluant les intérêts) en

relation avec la présente action collective, de quelque source que ce soit, par transaction ou à la suite d'un jugement, et ce, dès l'ouverture du présent dossier.

ou

ii. Un montant égal à multiplier le nombre total d'heures travaillées par mon avocat en fonction de son taux horaire, qui est actuellement 300,00 \$ de l'heure plus toutes les taxes applicables. Ce montant sera ensuite multiplié par un multiplicateur de 3,5 pour arriver aux honoraires extrajudiciaires totale (les taux horaires sont revus sur une base annuelle et sont donc sujets à des augmentations éventuelles).

Ces honoraires extrajudiciaires s'étendent aux sommes perçues pour et au nom de tout le groupe et des sous-groupes visé par la présente action collective, et sont en sus des honoraires judiciaires qui pourraient être attribués audit procureur. Dans le cas où un montant spécifique n'est pas attribué collectivement ou dans l'ensemble, que ce soit par règlement ou par jugement, ou lorsque chaque membre du groupe est indemnisé uniquement pour sa réclamation individuelle, section b. (i) ci-dessus doit être interprétée comme signifiant trente pour cent (30%) plus taxes de la valeur totale comme si tous les membres du groupe avaient fait une telle réclamation;

45. At all times, this litigation was complex, high-risk, and hard-fought. Class Counsel conducted extensive legal and factual research in support of this claim and conducted protracted settlement negotiations;
46. The process of finalizing the Settlement Agreement and the related exhibits and other documents, as well as ensuring that Turo was complying with the practice change requirement, 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:

47. The issues of consumer protection – as alleged by the Representative Plaintiff against Turo in his Application – are directly related to the access to justice of 33,300 Quebec consumers who stand to benefit from the Settlement Agreement;
48. Often, claims of this nature are consumer claims involving complicated evidentiary and technical issues, but yet relatively small sums of money. Questions of consumer protection are considered important and often 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;

49. If it were not for this class action, Class Members would not have been likely to institute individual actions to recover compensation related to their vehicle booking made on Turo's online platforms, nor is it likely that Turo would have implemented a business practice modification;
50. This case was not a "*piggy back*" off the Commissioner of Competition's complaints, or of a case filed in another jurisdictions, unlike some other consumer class actions. As such, Class Counsel took a considerable risk in taking the case on;
51. This class action has allowed Class Members to achieve justice, without wasting judicial resources;

iii. The degree of difficulty of the class action:

52. Among some of the difficulties would have been to counter Turo's arguments set out above, as well as establishing compensable damages;
53. Turo would also have produced numerous witnesses and expert evidence to counter the Representative Plaintiff's assertions and to back up its claims that it committed no fault and, even if a technical violation of the CPA was established, they would have vigorously challenged damages;
54. A very significant amount of time, energy, and financial resources (such as mandating experts) would have been necessary to counter Turo's factual and expert evidence, as well as its legal arguments;
55. In sum, Class Members would have faced complex evidence issues, requiring expert evidence, in order to establish Turo's liability;
56. 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:

57. Class counsel's practice is focused almost entirely on consumer protection-related class actions, as it appears from the firm's biography filed herewith as **Exhibit T-8**;
58. The firm primarily represents plaintiffs, but recently defended 4 private schools named as Defendants in a class action concerning tuition fees paid during Covid;
59. Given that LPC Avocat Inc. 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;
60. The professional services offered by LPC Avocat Inc. are unusual and require specific expertise and professionalism;

61. 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;
62. 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:

63. 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;
64. 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;
65. No request for any funding was made to the *Fonds d'aide aux actions collectives*;
66. Class Counsel assumed all costs and financial risks associated to the present class action;
67. 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;
68. Class Counsel has worked diligently to advance this litigation to the point of settlement, without any payment for its fees or any guarantee of payment;
69. 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;

vi. The results obtained:

70. In terms of monetary compensation, the result obtained in this case is very good for Class Members. The settlement has a “guaranteed value” of \$760,688.00 and each Class Member will receive a \$16.50 Settlement Credit in their Turo account;
71. The recovery process is very simple, quick and does not require Class Members to provide a proof of purchase – as explained above, the Class Members will receive the Settlement Credit without taking any action at all;
72. Second, one of the objectives of this litigation – and of class actions in general – was to modify Turo’s conduct so as to avoid a reoccurrence of this situation. This objective

has been met through the implementation of a business practice change to Turo's online transaction process (section 8 and Exhibit T-5);

73. To avoid further repetition, we refer the Court to the advantages listed at paragraphs 19a) to 19k) above;

vii. Fees not contested:

74. Turo has agreed to pay the Class Counsel Fees and disbursements requested herein (section 43 to 45 of the Settlement Agreement);

75. Further, no Class Member has indicated their intention to contest the request for Class Counsel Fees despite having received the pre-approval notice and the information being published on Class Counsel's webpage and the Class Action Registry;

76. The Class Counsel fees being requested have been considered acceptable by the Courts in similar circumstances (both in terms of percentage and multiplier);

IV. CONCLUSION

77. It is respectfully submitted that the Settlement Agreement is fair and reasonable and in the best interest of Class Members;

78. In reaching this settlement, Class Counsel engaged in lengthy negotiations. The requested Class Counsel fees and costs reflect the time and considerable risks expended by Class Counsel, as well as the complexities of the proceeding, and as such, are fair and reasonable and ought to be approved.

PAR CES MOTIFS, PLAISE AU TRIBUNAL :	FOR THESE REASONS, MAY IT PLEASE THE COURT TO:
[1] ACCUEILLIR la demande du Représentant en approbation de la transaction avec Turo inc.;	[1] GRANT the Representative Plaintiff's Application to Approve the Settlement Agreement with Turo Inc.;
[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;	[2] DECLARE that the definitions set forth in the Settlement Agreement 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 Agreement;
[3] APPROUVER la transaction (« Settlement Agreement ») conformément à l'article 590 du <i>Code de procédure civile du</i>	[3] APPROVE the Settlement Agreement as a transaction pursuant to article 590 of

<p>Québec, et ORDONNER aux parties de s'y conformer;</p>	<p>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 Agreement (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 Class Members as set forth herein;</p>
<p>[5] ORDONNER et DÉCLARER que le présent jugement, incluant la transaction, lie chaque Membre du Groupe;</p>	<p>[5] ORDER and DECLARE that this judgment, including the Settlement Agreement, shall be binding on every Class Member;</p>
<p>[6] ORDONNER à Turo inc. de notifier par courriel à chaque Membre du groupe de Règlement l'Avis d'approbation de la transaction (annexes C et D à la transaction) dans un délai de quinze (15) Jours suivant la Date d'entrée en vigueur, afin de les informer de l'approbation de la transaction et de l'émission de leur Crédit aux fins de règlement;</p>	<p>[6] ORDER Turo Inc. to notify each Settlement Class Member by email, within fifteen (15) Days following the Effective Date, with the Notice of the Approval of the Settlement Agreement (Schedules C and D to Settlement Agreement), in order to inform them of the approval of the Settlement Agreement and the issuance of their Settlement Credit;</p>
<p>[7] APPROUVER le paiement aux Avocats du Groupe de leurs honoraires extrajudiciaires et débours tel que prévu au paragraphe 43 de la transaction;</p>	<p>[7] APPROVE the payment to Class Counsel of its extrajudicial fees and disbursements as provided for at section 43 of the Settlement Agreement;</p>
<p>[8] ORDONNER aux parties de faire rapport de l'exécution du jugement après l'expiration du délai prévu au paragraphe 19 de la transaction;</p>	<p>[8] ORDER the Parties, following the expiry of the time specified at section 19 of the Settlement Agreement, to render account of the execution of the judgment;</p>
<p>[9] RÉSERVER le droit du Fonds d'aide aux actions collectives de formuler une demande au Tribunal pour réclamer une partie de tout reliquat après que les montants aient été distribués aux membres du groupe conformément au paragraphe 19 de la transaction, le tout conformément à loi;</p>	<p>[9] RESERVES the right of the Fonds d'aide aux actions collectives to apply to the Court to claim a portion of any amount remaining (reliquat) after the proceeds of the settlement have been distributed to class members pursuant to section 19 of the Settlement Agreement, the whole in accordance with law;</p>

[10] LE TOUT, sans frais de justice.

[10] THE WHOLE, without legal costs.

Montreal, April 7, 2022

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Per: Mtre Joey Zukran


Attorney for Representative Plaintiff

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 the attorney 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 April 7, 2022 (by technological means)



Miranda Bender
Commissioner of oaths for Quebec
230880

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

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

NO: 500-06-001026-190

SHAY ABICIDAN

Representative Plaintiff

v.

TURO INC.

Defendant

and

LPC AVOCAT INC.

Representative Plaintiff's Attorney

LIST OF EXHIBITS

- Exhibit T-1:** Copy of the Settlement Agreement signed by the parties on September 23 and 27, 2021;
- Exhibit T-2:** Affidavit sworn by Turo's representative;
- Exhibit T-3:** Copy of the one (1) opt-out request;
- Exhibit T-4:** Final notice of settlement approval to Class Members;
- Exhibit T-5:** *En liasse*, screen captures showing that the practice change has been implemented by Turo;
- Exhibit T-6:** Affidavit of the Plaintiff;
- Exhibit T-7:** Copy of the mandate signed by Plaintiff;
- Exhibit T-8:** Biography of LPC Avocat Inc.

Montreal, April 7, 2022

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Per: Mtre Joey Zukran

Attorney for Representative Plaintiff

NOTICE OF PRESENTATION

TO: Me Paule Hamelin
Gowling WLG
Paule.Hamelin@ca.gowlingwlg.com

Counsel for Turo Inc.

Me Frikia Belogbi
Fonds d'aide aux actions collectives
frikia.belogbi@justice.gouv.qc.ca

Counsel for the FAAC

TAKE NOTICE that the present *Application to Approve a Class Action Settlement and for Approval of Class Counsel's Fees* shall be presented for adjudication before the Honourable Lukasz Granosik, J.S.C., on **April 12, 2020, at 9:30 a.m., via TEAMS in room 15.10** of the Montreal Courthouse, situated at 1 Notre-Dame Street East, Montréal (Quebec), H2Y 1B6.

Montreal, April 7, 2022

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Per: Mtre Joey Zukran

Attorney for Representative Plaintiff

500-06-001026-190

(Class Action)
**SUPERIOR COURT
DISTRICT OF MONTREAL**

SHAY ABICIDAN

Representative Plaintiff

v.

TURO INC.

Defendant

**APPLICATION TO APPROVE A CLASS ACTION
SETTLEMENT AND FOR APPROVAL OF CLASS COUNSEL FEES**
(Article 590 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

Me Joey Zukran
LPC AVOCAT INC.
276, rue Saint-Jacques, Suite 801
Montréal, Québec, H2Y 1N3
Telephone: (514) 379-1572 Fax: (514) 221-4441
Email: izukran@ipclex.com

BL 6059

N/D: JZ-205
