

**SUPERIOR COURT
(Class Actions)**

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N° : 500-06-000785-168

DATE : July 8, 2020

BY **THE HONOURABLE SUZANNE COURCHESNE, J.S.C.**

PIERRE DEROME
Plaintiff

v.

THE STARS GROUP INC.

and

DAVID BAAZOV

and

DANIEL Y. SEBAG

and

DIVYESH GADHIA

and

HARLAN W. GOODSON

and

WESLEY K. CLARK

Defendants

and

LE FONDS D'AIDE AUX ACTIONS COLLECTIVES

Mis en cause

JUDGMENT

(ON MOTION TO APPROVE A SETTLEMENT AGREEMENT AND CLASS COUNSEL
FEES AND FOR OTHER RELIEF)

[1] **CONSIDERING** that pursuant to a judgment rendered on January 21, 2020, Plaintiff was authorized by the Court to bring, for settlement purposes only, a civil

liability and securities class action pursuant to article 574 of the *Code of Civil Procedure* and article 225.4 of the *Quebec Securities Act (the QSA)*, against The Stars Group Inc. (**TSGI**) and the Individual Defendants on behalf of the following class:

- i) **“Primary Market Sub-Class”**: all persons and entities, wherever they may reside or may be domiciled, other than Excluded Persons, who, during the Class Period, purchased TSGI’s securities in an Offering and held all or some of those securities until at least March 23, 2016;
- ii) **“Secondary Market Sub-Class”**: all persons and entities, wherever they may reside or may be domiciled, other than Excluded Persons, who, during the Class Period, purchased TSGI’s securities in the secondary market and held all or some of those securities until at least March 23, 2016, and who:
 - are residents in Canada or were residents in Canada at the time of such acquisitions regardless of the location of the exchange on which they acquired TSGI’s securities; or
 - acquired TSGI’s securities in the secondary market in Canada or elsewhere, other than in the United States;

(the Class Members)

[2] **CONSIDERING** that settlement discussions between the parties resulted in a settlement agreement dated November 25, 2019 (**the Agreement**);

[3] **CONSIDERING** that the Agreement provides for a monetary payment by the Contributing Parties of \$30,000,000 (**the Settlement Amount**), which shall definitively and permanently resolve, settle and release and discharge all claims asserted, or which could have been asserted, against Defendants by Plaintiff on his own behalf and/or on behalf of the Class;

[4] **CONSIDERING** Plaintiff’s Motion to Approve a Settlement Agreement and for Other Relief, dated March 9, 2020 (**the Motion**);

[5] **CONSIDERING** that by way of the Motion, Plaintiff seeks an order *inter alia*:

- a. Approving the Agreement;
- b. Approving the Second Notice to Class Members;
- c. Approving the Plan of Allocation;
- d. Approving the Claim Form;
- e. Setting the date by which each Class Member must file a Claim Form and all required supporting documentation (**the Claims Bar Deadline**) with Trilogy Class Action Services (**the Administrator**);
- f. Approving Class Counsel Fees;

- g. Approving the payment of the levies and other payments, as applicable, to the Fonds d'aide aux actions collectives (**the FAAC**);

[6] **CONSIDERING** the material filed in the Court record, including the Declaration of Eli Karp, sworn March 6, 2020, the Declaration of Pierre Derome, sworn March 5, 2020, the Affidavit of Paul Battaglia, sworn March 26, 2020 and the Affidavit of Mtre. Jonathan Nuss, sworn March 27, 2020;

[7] **CONSIDERING** articles 590, 593, 595 and 596 of the *Code of Civil Procedure*;

- **The payment of \$20,000 to Plaintiff**

[8] **CONSIDERING** that the Agreement provides that \$29,980,000 of the Settlement Amount will be paid to settle the claims of Class Members, and \$20,000 will be paid to Plaintiff to settle his individual QSA claim;

[9] **CONSIDERING** that under the proposed Plan of Allocation, the Settlement Amount is allocated between the Primary and Secondary Market Sub-Class in the following proportion:

- a. \$2,500,000 to the Primary Market Sub-Class; and
- b. \$27,480,000 to the Secondary Market Sub-Class;

[10] **CONSIDERING** that the FAAC submits that the payment of \$20,000 to Plaintiff to settle his individual QSA claim grants Plaintiff undue benefit not available to other Class Members and contravenes to article 593 of the Civil Code of Procedure;

[11] **CONSIDERING** that all parties to the Agreement agreed and confirmed to the Court that the payment of \$20,000 to Plaintiff does not constitute an essential and major element of the Agreement and is distinct from the other provisions of the Agreement;

[12] **CONSIDERING** that all parties to the Agreement accept that, should the Court refuse the granting to Plaintiff of \$20,000 to settle his personal QSA claim, said amount would revert to the Secondary Market Sub-Class Settlement Amount;

[13] **CONSIDERING** that:

- (a) Plaintiff is a Class Member and as such, should the Agreement be approved, he would submit a claim to the Administrator under the Plan of Allocation as provided for in section 15.4 of the Agreement, in addition to receiving \$20,000 to settle his personal QSA claim;
- (b) as a consequence, Plaintiff would be granted double indemnity under the Agreement for his individual claim and as such, would benefit from undue advantage in comparison with the other Class Members;
- (c) the payment of \$20,000 to Plaintiff ultimately represents an *honorarium* provided for his important time and effort that he has put in the Class

Action as Class representative, as further described in his sworn declaration;¹

- (d) although other Canadian jurisdictions allow representative plaintiffs to receive an honorarium for their implication in class proceedings, the Court must apply the provisions and rules of the Code of Civil Procedure;
- (e) Article 593 of the Code of Civil Procedure provides that the Court may award the representative plaintiff an indemnity for disbursements and an amount to cover legal costs and the lawyer's professional fee;
- (f) recent case law² has referred to this provision with a view to refusing an award to the representative plaintiff to compensate for his time and effort put in the class action; the Court of Appeal confirmed this interpretation as follows.³

[43] Cet article précise donc sans ambiguïté que la fonction de représentant d'un groupe dans le cadre d'une action collective doit être exercée à titre gratuit et ne doit pas être rattachée à une rémunération quelconque à cette fin, ce que la jurisprudence en vertu du nouveau Code de procédure civile confirme fermement depuis. Les commentaires du ministre de la Justice du Québec portant sur l'article 593 C.p.c. sont d'ailleurs limpides à cet égard :

Cet article est de droit nouveau. Il vise à indemniser le représentant des débours qu'il fait pour mener à bien l'action collective, sans lui allouer une rémunération pour le temps consacré à l'affaire. [...]

(References omitted)

- (g) thus, to avoid any conflict of interest, the plaintiff representative should not be remunerated at any given time;

[14] **CONSIDERING** that for these reasons, the Court refuses the \$20,000 payment to Plaintiff as stipulated in the Agreement; this amount, as agreed by the parties, will revert to the Settlement Amount for the Secondary Market Sub-Class;

- The Settlement Agreement

¹ Declaration of Pierre Derome, sworn March 5, 2020, para. 11-18.

² *Zouzout v. Wayfair LLC*, C.S. Montréal, no 500-06-000809-166, 14 décembre 2017, Monast, j.c.s., par. 85; *Zouzout v. Wayfair LLC*, 2018 QCCS 1370, par. 2; *Frank-Fort Construction inc. v. Porsche Cars North America Inc.*, 2018 QCCS 1727, par. 70-71; *Mahmoud v. Société des casinos du Québec inc.*, 2018 QCCS 4526, par. 34-42; *Michaud v. Sanofi-Aventis Canada inc.*, 2019 QCCS 2067, par. 30-32; *Auguste v. Air Transat*, 2019 QCCS 2253, par. 36-41; *Blouin v. Parcs éoliens de la Seigneurie de Beaupré 2 et 3* (« SB2&3 »), 2019 QCCS 2968, par. 40-52.

³ *Option consommateurs c. Infineon Technologies*, 2019 QCCA 2132.

[15] **CONSIDERING** the applicable criteria to determine the reasonableness and fairness of a proposed settlement of a class action;⁴

[16] **CONSIDERING** that the negotiations between the parties were extensive, conducted in good faith and at arm's length, after almost four years of hard-fought litigation;

[17] **CONSIDERING** that the Agreement represents a negotiated compromise of the disputed claims, to avoid the further expense, inconvenience, distraction of burdensome litigation and risks inherent to this uncertain, complex and protracted litigation;

[18] **CONSIDERING** that Defendants have denied and continue to deny each and all of the claims and allegations of wrongdoing made by Plaintiff in the Class Action proceedings;

[19] **CONSIDERING** the significant litigation risks specific to this class action and Plaintiff's burden of establishing the liability of some or all of the Defendants with regards to the alleged misrepresentations and negligent conduct;

[20] **CONSIDERING** that the proposed Plan of Allocation creates a claims-based process for authorized claimants to seek compensation from the Settlement Amount, net of administration and other expenses, which will be divided equally on a per share basis for each Eligible Security (as defined in the Plan of Allocation);

[21] **CONSIDERING** that the proposed Plan of Allocation allocates less than 10% of the Settlement Amount to the Primary Market Sub-Class;

[22] **CONSIDERING** that the Primary Market Sub-Class was comprised of only three sophisticated institutional investors and no retail investors and that it was unlikely that the Primary Market Sub-Class would have suffered significant damages, given the price at which the shares were offered to the purchasers that comprise this Sub-Class;

[23] **CONSIDERING** the statutory damages cap set out by the QSA which limits the amount payable by TSGI and the Individual Defendants unless it could be proved that those Individual Defendants made misrepresentations intentionally (**the Damages Cap**);

[24] **CONSIDERING** that the Settlement Amount, in light of the maximum liability under the Damages Cap and the calculated TSGI's market capitalization, appears reasonable and fair for the Class Members;

[25] **CONSIDERING** the anticipated time and additional cost to obtain recovery for the Class Members had the parties not agreed to the proposed settlement;

⁴ *Pellemans v. Lacroix*, 2011 QCCS 1345, para. 20 and 21; *Markus c. Reebok Canada inc.*, 2012 QCCS 3562, para. 20-23; *Halfon v. Moose International Inc.*, 2017 QCCS 4300, para. 21-23.

[26] **CONSIDERING** Class Counsel's experience and expertise in securities class action matters and their recommendation that Plaintiff accept the proposed settlement;

[27] **CONSIDERING** that no Class Member has submitted any objection to the Agreement or opted-out of the Action;

[28] **CONSIDERING** that the Court is satisfied, in light of the foregoing, of the allegations of the Motion, of the material filed in the Court record and of the representations of the parties' counsel that the Agreement is fair, reasonable and in the best interest of the Class Members;

- **The Class Counsel Fees**

[29] **CONSIDERING** that Class Counsel seek the Court's approval of their fees, plus applicable taxes and payment of disbursements, plus applicable taxes, totalling \$8,853,047.08;

[30] **CONSIDERING** the submissions of Class Counsel;

[31] **CONSIDERING** the factors that the Court must take into account to assess the fairness and reasonableness of legal fees;⁵

[32] **CONSIDERING** the convention of a professional mandate (**the Convention**) signed by Plaintiff in May 2016;

[33] **CONSIDERING** that pursuant to the Convention, Class Counsel is entitled to request, as legal fees, payment of an amount of 30% of the Settlement Amount plus taxes;

[34] **CONSIDERING** that Class Counsel reduced the fees sought to 25% of the Settlement Amount plus taxes;

[35] **CONSIDERING** that the FAAC has paid \$143,779.83 to fund disbursements and that Class Counsel undertake to reimburse such amount to the FAAC;

[36] **CONSIDERING** that prior to authorization, Class Counsel conducted an extensive analysis into the business affairs and financial reporting practices of TSGI and the Individual Defendants, and consulted and retained experts;

[37] **CONSIDERING** that the Motion record for Authorization was complex, voluminous and detailed;

[38] **CONSIDERING** that Class Counsel financed this case for over four years, undertook important risk and allocated significant time, effort and resources to achieve the settlement for the Class;

⁵ *Option Consommateurs v. Banque Amex du Canada*, 2018 QCCA 305, para. 60-67; *Pellemans v. Lacroix*, 2011 QCCS 1345, para. 50-58.

[39] **CONSIDERING** that additional time must be taken into consideration for post-settlement work;

[40] **CONSIDERING** Class Counsel's experience and expertise, their time devoted to this Class Action and the favorable result achieved for the Class Members;

[41] **CONSIDERING** that the Court considers that Class Counsel fees and disbursements are fair and reasonable;

WHEREFORE, THE COURT :

[42] **ORDERS AND DECLARES** that, except as otherwise stated, for the purposes of this judgment, the definitions in the Agreement dated November 25, 2019, apply to and are incorporated into this judgment and that the following definitions also apply:

(a) "**Agreement**" means the agreement dated November 25, 2019, (schedules omitted) attached hereto as **Schedule 1**;

(b) "**Claims Bar Deadline**" means 11:59 p.m. eastern standard time on a date that is no less than one hundred and twenty (120) days after the date of the last publication of the Second Notice;

(c) "**Class Counsel**" means Faguy & Co. Barristers & Solicitors Inc. and Morganti & Co., P.C.; and

(d) "**Convention**" means the Convention of a Professional Mandate between Class Counsel and Pierre Derome;

[43] **DECLARES** that the Agreement is fair, reasonable and in the best interests of the Class Members and **APPROVES** the Agreement, except for the payment of \$20,000 to Plaintiff;

[44] **ORDERS AND DECLARES** that

POUR CES MOTIFS, LE TRIBUNAL :

[42] **ORDONNE ET DÉCLARE** qu'aux fins du présent jugement, à moins d'indications contraires, les définitions dans l'Entente datée du 25 Novembre 2019 s'appliquent au présent jugement et y sont incorporées, et les définitions suivantes s'appliquent également :

(a) « **Entente** » : L'entente de règlement intervenue et signée le 25 novembre 2019, tel qu'il appert de l'**Annexe 1** (annexes de l'Entente omises) ;

(b) « **Date limite de réclamation** » : 23h59 à une date au moins cent vingt (120) jours après la date de la dernière publication du Deuxième avis ;

(c) « **Avocats du groupe** » : Faguy & Cie. Inc. et Morganti & Co., P.C. ; et

(d) « **Convention** » : La convention de mandat professionnel entre les Avocats du Groupe et Pierre Derome;

[43] **DECLARE** que l'Entente est juste, raisonnable et dans le meilleur intérêt des Membres du Groupe et **APPROUVE** l'Entente, à l'exception du versement de 20 000 \$ au Demandeur ;

[44] **ORDONNE et DECLARE** que le versement de 20 000\$ au Demandeur

the payment of \$20,000 to Plaintiff set out in section 2.1 (47) of the Agreement is refused and that this amount reverts to the Secondary Market Sub-Class Settlement Amount;

[45] **ORDERS AND DECLARES** that all provisions of the Agreement (including the Recitals and Definitions) form part of this judgment and are binding upon Defendants in accordance with the terms thereof, and upon Plaintiff and all Class Members that did not opt-out of the Action in accordance with the terms of the judgment dated January 21, 2020;

[46] **ORDERS AND DECLARES** that in the event of a conflict between this judgment and the Agreement, this judgment shall prevail;

[47] **ORDERS** that:

(a) the Agreement, schedules omitted, attached as **Schedule 1** shall be implemented in accordance with its terms except for the payment of \$20,000 to Plaintiff;

(b) the Second Notice, generally in the form attached as **Schedule 2A** (English – short form); **2B** (English – long form); **2C** (French – short form); and **2D** (French – long form), to this Order, is approved;

(c) the Plan of Allocation, generally in the form attached as **Schedule 3**, is approved;

(d) the Claim Form, generally in the form attached as **Schedule 4A** (English) and **4B** (French) to this Order, is approved; and

(e) the Claims Bar Deadline shall be set to one hundred and twenty (120) days after the date of the last publication of the Second Notice;

prévu à l'article 2.1 (47) de l'Entente est refusé et que ce montant est versé au Montant de Règlement du sous-groupe du Marché Secondaire ;

[45] **ORDONNE** et **DECLARE** que toutes les clauses de l'Entente (y compris le préambule et les définitions) font partie du présent jugement et sont exécutoires envers les Défendeurs conformément aux modalités incluses, ainsi qu'envers le Demandeur et tous les Membres du Groupe qui ne se sont pas exclus de l'Action conformément au jugement daté du 21 janvier 2020 ;

[46] **ORDONNE** et **DECLARE** qu'en cas de conflit entre le présent jugement et l'Entente, ce jugement aura préséance.

[47] **ORDONNE** que :

(a) L'Entente (annexes omises), tel qu'elle appert de l'**Annexe 1** sera exécutée conformément à ses modalités à l'exception du versement de 20 000\$ au Demandeur ;

(b) Le Deuxième Avis, généralement en format tel qu'il appert des **Annexes 2A** (anglais – version abrégée); **2B** (anglais – version longue); **2C** (français – version abrégée) et **2D** (français – version longue), est approuvé;

(c) Le Plan de répartition, généralement en format tel qu'il appert de l'**Annexe 3**, est approuvé ;

(d) Le Formulaire de réclamation, généralement en format tel qu'il appert de l'**Annexe 4A** (anglais) et **4B** (français), est approuvé ; et

(e) La date limite des réclamations sera de cent-vingt (120) jours après la date de la dernière publication du Deuxième avis ;

[48] **ORDERS** that if Defendants do not elect to terminate the Agreement pursuant to the terms in the Agreement, the Administrator shall be paid from the Escrow Account a fee in an amount to be approved by the Superior Court;

[49] **ORDERS** that if the Agreement is terminated, the Administrator may apply to the Superior Court pursuant to the terms of the Agreement for directions relating to the amount it is to be paid for the services it rendered to the date of termination;

[50] **ORDERS** that the Administrator may implement a procedure permitting brokers, law firms and third-party claims filing firms to make claims on behalf of their clients if they are authorized to do so;

[51] **ORDERS** that the Class Members shall be given notice of the approval of the Agreement, the Plan of Allocation, and the Claims Bar Deadline substantially in the form of the Second Notice published and disseminated in accordance with the Plan of Notice, and shall constitute good and sufficient service upon Class Members of notice of this judgment and approval of the Agreement;

[52] **ORDERS** that after publication and distribution of the Second Notice in

[48] **ORDONNE** que si les Défendeurs choisissent de ne pas résilier l'Entente conformément aux modalités prévues, l'Administrateur sera payé à même le compte séquestre pour ses honoraires, et le montant devra être approuvé par la Cour Supérieure ;

[49] **ORDONNE** que si l'Entente est résiliée, l'Administrateur pourra demander à la Cour Supérieure, conformément aux modalités de l'Entente, des directives concernant le montant qu'il pourra être payé pour ses services rendus jusqu'à la date de résiliation de l'Entente;

[50] **ORDONNE** que l'Administrateur pourra mettre en œuvre une procédure permettant aux courtiers, aux cabinets d'avocats et aux sociétés de dépôt des réclamations tierces de faire des réclamations au nom de leurs clients, s'ils sont autorisés à le faire;

[51] **ORDONNE** que les membres du groupe soient avisés de l'approbation de l'Entente, du Plan de répartition et de la Date limite de réclamation, généralement sous la forme établie au Deuxième Avis publié et diffusé conformément au Plan d'avis, lequel constitue une notification adéquate et suffisante du présent jugement et de l'approbation de l'Entente aux Membres du Groupe;

[52] **ORDONNE** qu'après la publication et la diffusion du Deuxième avis conformément aux modalités du

accordance with the Plan of Notice, Class Counsel shall file with the Superior Court an affidavit confirming the publication and distribution of the Notices in accordance with and as required by the Plan of Notice;

[53] **ORDERS AND DECLARES** that each Releasor has fully, definitively and permanently resolved, settled and released the Releasees from all Released Claims related to or connected with, directly or indirectly, the Action against the Defendants by the Plaintiff on his own behalf and/or on behalf of the Class he sought to represent, to avoid the further expense, inconvenience, distraction of burdensome litigation and risks inherent to this uncertain, complex and protracted litigation, and thereby to put to rest this class action;

[54] **ORDERS** that the Class Counsel and Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person (including on behalf of any Opt-Out Party), any action, suit, cause of action, claim or demand against any Releasee or any other person (including but not limited to any of TSGI's auditors, investment bankers and underwriters) who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto;

Plan d'avis, les avocats du groupe devront déposer une déclaration sous serment auprès de la Cour Supérieure confirmant la publication et la diffusion du Deuxième avis conformément au Plan d'avis ;

[53] **ORDONNE et DECLARE** que chaque Renonciateur a fourni une quittance totale, permanente et définitive aux Renonciateurs pour toute Réclamation Régulée en lien, directement ou indirectement, à l'action contre les défendeurs par le demandeur en son nom personnel ou au nom du groupe afin d'éviter tout litige futur considérant les inconvénients et conséquences financières qui en découlent ainsi que les risques inhérents au litige en fonction du temps, de la complexité et de l'incertitude d'un litige futur, et pour ainsi mettre fin à cette action collective;

[54] **ORDONNE** que les avocats du groupe et les Renonciateurs ne puissent, ni au moment du présent jugement ni ultérieurement, instituer, continuer, maintenir ou affirmer, directement ou indirectement, que ce soit au Canada ou ailleurs, en leur propre nom ou au nom de quelque groupe que ce soit ou de toute autre personne (incluant au nom de toute partie s'étant exclue de la présente action), une action en justice, une poursuite, une cause d'action, une réclamation ou une procédure judiciaire à l'encontre de tout Renonciateur ou de toute autre personne (y compris, mais sans s'y limiter, les auditeurs de TSGI, les banquiers d'investissement de TSGI et les preneurs fermes de TSGI) qui pourrait réclamer une contribution ou une indemnité de quelques Renonciateurs concernant toute

Réclamation quittancée ou toute matière s'y rapportant;

[55] **ORDERS** that to participate in the Agreement, a Class Member must file a properly completed Claim Form and the required supporting documentation in the online claims administration portal with the Administrator on or before the Claims Bar Deadline unless the Superior Court orders otherwise;

[56] **ORDERS** that any one or more of the Parties, the Contributing Parties, Class Counsel, the Administrator or the Referee may apply to the Superior Court for directions in respect of any matter in relation to the Agreement and Plan of Allocation;

[57] **ORDERS** that no person may bring any action or take any proceedings against the Plaintiff, the Defendants, the Administrator, the Referee, or their employees, insurers, reinsurers, directors, officers, partners, agents, trustees, servants, parents, consultants, underwriters, lenders, advisors, lawyers, representatives, successors, predecessors, assigns and each of their respective heirs, executors, attorneys, administrators, guardians, estates, trustees, successors and assigns for any matter in any way relating to the administration of the Plan of Allocation or the implementation of this judgment except with leave of the Superior Court;

[58] **ORDERS** that

- (a) the Convention between Pierre Derome and Class Counsel is approved;
- (b) Class Counsel Fees in the amount

[55] **ORDONNE** que pour participer à l'Entente, un membre du groupe doit déposer au portail d'administration en ligne un Formulaire de réclamation dûment rempli et les pièces justificatives requises, au plus tard à la date limite de réclamation, sauf si la Cour supérieure l'ordonne autrement ;

[56] **ORDONNE** que toute Partie, les Parties Contributrices, les avocats du groupe, l'Administrateur ou l'Arbitre, puisse faire une demande à la Cour Supérieure pour obtenir des précisions ou directives sur toute question relative à l'Entente et au Plan de répartition ;

[57] **ORDONNE** que nulle personne ne pourra tenter une action ou engager des procédures judiciaires contre le demandeur, les défendeurs, l'administrateur, l'arbitre ou leurs employés, assureurs, réassureurs, administrateurs, dirigeants, partenaires, agents, fiduciaires, préposés, parents, consultants, souscripteurs, prêteurs, conseillers, avocats, représentants, successeurs, prédécesseurs, ayants droit et chacun de leurs héritiers, exécuteurs testamentaires, procureurs, administrateurs, tuteurs, successions, fiduciaires et ayants droit respectifs pour toute question relative à l'administration du plan de répartition ou l'exécution du présent jugement, sauf avec permission de la Cour supérieure;

[58] **ORDONNE** :

- (a) L'approbation de la Convention entre Pierre Derome et les avocats du groupe ;
- (b) Le paiement des honoraires des avocats du groupe au montant

of twenty-five (25%) percent of \$30,000,000, plus disbursements of \$199,975.72, plus taxes on fees and disbursements, shall be paid from the Escrow Account forthwith after the Effective Date;

représentant vingt-cinq pourcent (25%) de 30 000 000 \$, en plus ses débours au montant de 199 975,72\$, et ce, plus taxes sur les honoraires et débours, et le tout sera payé à même le compte séquestre dès la date d'entrée en vigueur;

[59] **ORDERS** that the levy payable to the Fonds d'aide aux actions collectives shall be paid according to the applicable regulation;

[59] **ORDONNE** que la cotisation due au Fonds d'aide aux actions collectives soit payée selon la réglementation applicable ;

[60] **TAKES COGNIZANCE** of Class Counsel's undertaking to reimburse the *Fonds d'aide aux actions collectives* in the sum of \$143,779.83;

[60] **PREND ACTE** de l'engagement des avocats du groupe de rembourser le Fonds d'aide aux actions collectives, au montant de 143 779,83 \$;

[61] **DECLARES** that in the event that the Agreement is terminated in accordance with its terms, this judgment shall be declared null and of no effect;

[61] **DECLARE** que dans l'éventualité où l'Entente est résiliée selon ses modalités, le présent jugement soit déclaré nul et sans effet;

[62] **ORDERS AND DECLARES** that all persons and entities provided with notice of this motion shall be bound by the declarations made in, and the terms of, this judgment;

[62] **ORDONNE et DECLARE** que toute personne et entité ayant reçu avis de cette demande soient liées par les modalités du présent jugement ainsi que les représentations qui ont été faites ;

[63] **REMINDS** that a judgment closing this Class Action needs to be delivered after the Administrator files a final report of the administration of the claims;

[63] **RAPPELLE** qu'un jugement de clôture devra être prononcé après que l'Administrateur ait produit un rapport final de son administration des réclamations ;

[64] **THE WHOLE**, without costs.

[64] **LE TOUT**, sans frais de justice.

SUZANNE COURCHESNE, S.C.J.

Me Shawn Faguy
Me Cassandra Modafferi
FAGUY & CIE, AVOCATS INC.
Attorneys for Plaintiffs

Me Fabrice Benoît
Me Frederic Plamondon
OSLER, HOSKIN & HARCOURT
Attorneys for defendants except David Baazov

Me Caroline Larouche
NORTON ROSE FULBRIGHT CANADA
Attorney for the defendant David Bazzov

Me David Pierre-Louis
Fonds d'aide aux actions collectives

Hearing date: June 29, 2020