

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF GATINEAU
No: 550-06-000026-113

(Class Action)
SUPERIOR COURT

DAVID BROWN

Plaintiff

vs.

LLOYD'S UNDERWRITERS

Defendant

No: 550-06-000024-068

DAVID BROWN

Plaintiff

vs.

FRANÇOIS ROY

-and-

MARC JÉMUS

-and-

B2B TRUST

-and-

DESJARDINS

INVESTMENTS

INVESTMENTS)

OPTIFUND INVESTMENTS

FINANCIAL

INC.

also doing

SECURITY

(OPTIFUND

business as

Defendants

**SETTLEMENT AGREEMENT BETWEEN THE PLAINTIFF
AND DEFENDANT DESJARDINS FINANCIAL SECURITY
INVESTMENTS INC. (OPTIFUND INVESTMENTS)**

PREAMBLE:

WHEREAS on August 19, 2010, Michel Déziel J.C.S. authorized Plaintiff David Brown (hereinafter the "**Plaintiff**") to bring a class action suit against Whitney Canada Inc. and Desjardins Financial Security Investments Inc. (Optifund Investments) (hereinafter "**Optifund Investments**") in the Superior Court file bearing no. 550-06-000024-068 but dismissed Plaintiff's application against B2B Bank (hereinafter "**B2B**");

WHEREAS on May 16, 2011, Michel Déziel, J.C.S. authorized Plaintiff to bring a class action suit against François Roy and Marc Jémus in the same file;

WHEREAS on the same date, Michel Déziel, J.C.S. approved a settlement between Plaintiff and Defendants Whitney Information Network Inc. and Whitney Canada Inc.;

WHEREAS on May 15, 2012, the Quebec Court of Appeal, reversing Justice Déziel's decision, authorized Plaintiff to bring a class action suit against B2B;

WHEREAS on May 29, 2013, François Rolland, J.C.S. authorized Plaintiff to bring a class action suit against Lloyd's Underwriters and Samson & Associés Inc. in the Superior Court file bearing No. 550-06-000026-113;

WHEREAS on July 5, 2016, Michel Déziel, J.C.S. approved a settlement between Plaintiff and Defendant Samson & Associés Inc.;

WHEREAS each authorized class action in the Superior Court file bearing no. 550-06-000024-68 and 550-06-000026-113 (hereinafter collectively referred as "**the Class Action Proceedings**") was brought on behalf of the same following class:

All those natural persons, and legal persons with less than fifty (50) employees, who have made various investments proposed to them by Marc Jémus, François Roy and/or Robert Primeau, and/or through them, and/or in or through companies related to one of them, in the year 2001 to 2005 inclusively.

WHEREAS the Plaintiff seeks, in its conclusions, a joint and several condemnations against all defendant parties involved in the Class Action Proceedings;

WHEREAS Optifund Investments has always denied and still denies any wrongdoing in respect of the Class Action Proceedings;

WHEREAS the Parties, namely the Plaintiff, Class Members, Optifund Investments (hereinafter the "**Parties**") wish to and hereby do fully and finally resolve, without any admission of liability whatsoever, the Class Action Proceedings as per the terms and conditions of this settlement agreement (hereinafter "**Settlement Agreement**");

WHEREAS in consideration of the foregoing and of the complete and final release described in Section 4 below, the Parties have reached a full and final out of Court settlement of all claims arising out of the Class Action Proceedings against Optifund Investments whereby Optifund Investments agrees to pay to Class members a global amount of CAD \$ 700,000, in capital, fees, interest, indemnity, expenses, taxes and costs included;

WHEREAS Plaintiff and Optifund Investments agree that the Settlement Agreement is contingent upon the Superior Court of Québec approval of the settlement terms pursuant to article 590 of the Québec *Code of Civil Procedure*;

WHEREAS Plaintiff and Class Counsel agree that the terms of the Settlement Agreement are just, fair and equitable and in the best interest of Class Members;

WHEREAS the Parties wish to submit the Settlement Agreement to the Court for approval;
WHEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1 - PREAMBLE

1. The preamble forms an integral part of the Settlement Agreement;

SECTION 2 - DEFINITION

2. The following definitions apply to the Settlement Agreement:
 - 2.1 **Approval Date** means the date of the judgment approving the Settlement Agreement, as applicable;
 - 2.2 **Class Action Proceedings** means the class action proceedings in the Superior Court file bearing nos. 550-06-000024-68 and 550-06-000026-113 brought by the Plaintiff;
 - 2.3 **Class Counsel** means the firm of Sylvestre, Painchaud et associés S.E.N.C.R.L., the attorneys for the Plaintiff and Class Members;
 - 2.4 **Class Members** means all those natural persons, and legal persons with less than fifty (50) employees, who have made various investments proposed to them by Marc Jémus, François Roy and/or Robert Primeau, and/or through them, and/or in or through companies related to one of them, in the year 2001 to 2005 inclusively;
 - 2.5 **Court** means the Superior Court of Québec;
 - 2.6 **Non-Settling Parties** means the defendant Lloyds' Underwriters in the Class Action proceeding, Superior Court file bearing no. 550-06-000026-113 and the defendants François Roy, Marc Jémus and B2B Trust in the Class Action proceeding, Superior Court file bearing no. 550-06-000024-068;
 - 2.7 **Parties** means Plaintiff David Brown, Class Members and Optifund Investments;
 - 2.8 **Settlement Amount** means the amount of settlement of CAD \$ 700,000 in capital, fees, interest, indemnity, expenses, taxes, costs including Class Counsel fees and disbursements;

SECTION 3 - SETTLEMENT AMOUNT AND ADMINISTRATION EXPENSES

- 3.1 Optifund Investments agrees to pay CAD \$ 700,000 to the benefit of the Plaintiff and the Class Members, the whole in full and final settlement of the Class Action Proceedings, and as a collective recovery, including, without limitation, capital, fees, interest, indemnity, expenses, taxes, costs and Class Counsel fees and disbursements;
- 3.2 The Settlement amount shall be payable within fifteen (15) days of the final judgment approving the Settlement Agreement directly to Class Counsel to be deposited in its trust account.
- 3.3 The Parties understand and agree that Optifund Investments will neither pay any amount in addition to or other than the Settlement amount nor any administration expenses for any reason whatsoever pursuant to or in furtherance of the Settlement Agreement.
- 3.4 Plaintiff and the Class Counsel shall have complete discretion to submit the modalities of distribution of the Settlement Amount to the Class Members to the Court for approval, after deduction of the fees and cost of the Class Counsel approved by the Court as well as the fees and cost of the claim administrator, plus all applicable taxes.
- 3.5 In no event shall Optifund Investments have any right to intervene or comment on these proposed modalities of distribution and/or on the fees and cost of Class Counsel that will be submitted for approval to the Court and/or on the choice of the claim administrator and its fees and cost.
- 3.6 In no event shall Optifund Investments have any responsibility, financial obligations or liability whatsoever with respect to the distribution of the Settlement Amount to the Class Members including, without limiting the generality of the foregoing, either for the choice or for the fees and costs of the claim administrator.

SECTION 4 - RELEASE AND WAIVER OF SOLIDARITY

- 4.1 In considering of the Settlement Amount and its approval by the Court, Plaintiff and Class Members settle the Class Action Proceedings against Optifund Investments, each party paying their respective costs.
- 4.2 The Plaintiff and Class Members forever and absolutely release, acquit and discharge Optifund Investments and its principals, affiliates, delegates, subsidiaries, insurers, reinsurers, contractors, assigns, directors, shareholders,

officers, attorneys, employers, employees, representatives, agents, consultants, advisors, managers, any other persons or entities who may engage Optifund Investments' liability in fact or in law with respect to any and all the facts alleged in the Class Action Proceedings from any and all claims, suits, demands or recourses that were or could have been presented by, on behalf of or through the intervention of Plaintiff or of any Class Members individually, collectively or otherwise, with respect to any and all causes of action deriving from or related to, directly or indirectly, any and all of the allegations or facts alleged in the Class Action Proceedings, including, without restricting the generality of the foregoing, from any and all claims of liability or for damages or for judicial costs, deriving from, directly or indirectly, the facts and circumstances alleged, directly or indirectly, in the proceedings, exhibits, examinations, undertakings and expert reports filed in or obtained in relation to the Class Action Proceedings.

- 4.3 It is further understood and agreed that the Plaintiff and Class Members expressly renounce and waive the benefit of solidarity (or, as the case may be, *in solidum* obligation) against Optifund Investments or any other person, including the Non-Settling Parties, in respect to any and all of the acts and/or omissions and/or facts alleged against Optifund Investments in the Class Action Proceedings and it is understood that by the effect of the judgment of the Court approving the Settlement Agreement, Plaintiff or any Class Members will not claim, in any manner whatsoever, from the Non-Settling Parties who are not a party to the Settlement Agreement, a claim for payment, indemnity and/or contribution and/or any other claim inclusive of, but no limited to, a claim for compensatory, punitive and/or recursory damages, allegedly caused by, or attributed to Optifund Investments. Without limiting the generality of the foregoing, Plaintiff and the Class Members expressly renounce taking any legal action or recourse against any party, person or entity with respect to any and all of the facts alleged in the Class Action Proceedings which would or could claim any amount or right of action in warranty against Optifund Investments.
- 4.4 It is further understood and agreed that the judgment approving the Settlement Agreement will provide that the settlement has the effect of limiting the claims of the Plaintiff and Class Members solely to the consequences of the acts and/or omissions of the Non-Settling Parties who are not a party to the Settlement Agreement. Plaintiff and Class Members therefore expressly renounce to any action in warranty, third party proceeding, *mise en cause* and/or any interpleader to obtain a contribution or an indemnity from Optifund Investments in relation to the any act and omission of Optifund Investments within the context of the Class Action Proceedings between the Plaintiff, Class Members and other Non-Settling Parties named in the Class Action Proceedings, or otherwise added by way of amendment.

SECTION 5 - SETTLEMENT APPROVAL AND IMPLEMENTATION

- 5.1 Within a reasonable period of time after signature of the Settlement Agreement, Class Counsel will first file a motion for the approval of the form, content, date and mode of publication of the notice contemplated by Article 590 of the *Code of Civil Procedure*.
- 5.2 The proposed French and English texts of this notice are found at **Schedule A**.
- 5.3 The Plaintiff and Class Counsel propose that the publication and/or transmission of notices regarding the approval hearing and the approval of the Settlement Agreement will be sent by Class Counsel in the form of a personalized notice sent by mail or e-mail to each Class Members, based on the list of Class Members known to Plaintiff and Class Counsel.
- 5.4 The settlement approval hearing date shall be determined by the Court.
- 5.5 In a reasonable period but not less than 10 days before the settlement approval hearing, Class Counsel will file a motion for the approval of the Settlement Agreement.
- 5.6 In the event that the Settlement Agreement is not approved by final judgment of the Court, a notice will be sent to the Class Members in the same manner informing them of the Court's refusal.
- 5.7 It is understood and agreed that any and all costs pertaining to the publication or sending of the notices, if any, shall be paid out from the Settlement Amount should the Court approves the Settlement Agreement.
- 5.8 It is understood and agreed that all approved expenses pertaining to the procedural implementation of the Settlement Agreement, as described hereinabove, will be the sole responsibility of the Plaintiff, Class Members and Class Counsel at no cost whatsoever to Optifund Investments.
- 5.9 Optifund Investments will support these two motions.

SECTION 6 - NO ADMISSION OF LIABILITY

- 6.1 The Parties agree, whether or not the Settlement Agreement is approved, the Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions associated with the Settlement Agreement, and any action taken to carry out the Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute, rule or law, or of any wrongdoing or liability by Optifund Investments, or of the truth of any of the claims or allegations made in the Class Action Proceedings or any other proceeding.

- 6.2 All negotiations, statements made or agreements in principle executed between the Parties shall remain confidential and these as well as the Settlement Agreement shall be deemed to be without effect and without any admission or prejudice to the rights of the Parties.
- 6.3 The Parties further agree that neither the Settlement Agreement nor any document relating to it shall be offered in evidence in any action or proceeding in any court, agency or tribunal, except to seek court approval of the Settlement Agreement or to give effect to and enforce the provisions of the Settlement or if required by order of the Court, regulatory bodies or other government agencies.
- 6.4 The Plaintiff and Class Members recognize that the Settlement Agreement, including payment of the Settlement Amount, is made without any admission of liability on the part of Optifund Investments and that its only purpose is to arrive at an amicable solution and, as such, avoid lengthy and costly proceedings.

SECTION 7 - SETTLEMENT AGREEMENT NOT APPROVED BY THE COURT

- 7.1 The Settlement Agreement is conditional upon the fulfillment of the conditions below:
- a) The Court approves the Settlement Agreement and;
 - b) The judgment approving the Settlement Agreement has become final;
- 7.2 If the Court does not approve the Settlement Agreement, the Settlement Agreement shall be deemed null and void and shall have no force or effect on the Parties. The Parties shall not be bound by its terms and will be reinstated to their respective positions they were immediately before the execution of the Settlement Agreement.

SECTION 8 - MISCELLANEOUS

Headings, etc.

- 8.1 In the Settlement Agreement the division into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the Settlement Agreement.

Ongoing Jurisdiction

- 8.2 The Court shall retain exclusive jurisdiction over all matters relating to the interpretation, implementation and enforcement of the Settlement Agreement as it relates to the Class Action Proceedings.

Governing Law

- 8.3 The Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Quebec.

Entire Agreement

- 8.4 The Settlement Agreement constitutes the entire agreement between the Parties and supersedes any and all prior and contemporaneous understandings, undertakings, negotiations, representations, communications, promises, agreements, agreements in principle, and memoranda of understanding in connection herewith.

Binding Effect

- 8.5 Once the Settlement Agreement is approved by the Court and the judgment has become a final judgment, the Settlement Agreement shall be binding upon, and inure to the benefit of the Parties, as well as their respective successors and assigns.
- 8.6 The release provided for herein is effective upon receipt by Class Counsel of the payment of the entire Settlement Amount.
- 8.7 The Plaintiff and Class Members waive their right to request, at a later date, the rescission of the Settlement for any cause whatsoever, including for reasons of errors of law or fact, and recognize that the Settlement Agreement covers all types of claims known or not at the date of the present.

Public declarations

- 8.8 The Parties agree that no public statement shall be made regarding the Class Action Proceedings or the Settlement which are in any way inconsistent with the terms of the Settlement Agreement.

Authorized Signatures

- 8.9 Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, the Settlement Agreement;
- 8.10 The Parties have agreed to draft the Settlement Agreement in English. *Les Parties ont convenu de rédiger la présente entente de règlement en anglais.*

THE PARTIES HAVE EXECUTED THIS SETTLEMENT AGREEMENT:

Gananoque, 2018

MR. DAVID BROWN

Petitioner/Plaintiff, Representative of Class Members

Montreal, 2018

**SYLVESTRE, PAINCHAUD ET ASSOCIÉS
S.E.N.C.R.L.**

Class Counsel for the Class Members and the Plaintiff David Brown

Lévis, 2018

**DESJARDINS FINANCIAL SECURITY
INVESTMENTS INC. (Optifund Investment)**

Defendant

Québec, 2018

STEIN MONAST S.E.N.C.R.L.

Attorneys for Defendant Desjardins financial security Investments inc. (Optifund Investment)

Schedule A

CANADA

C O U R S U P É R I E U R E
(actions collectives)

PROVINCE DE QUÉBEC
DISTRICT DE GATINEAU

No: 550-06-000026-113

DAVID BROWN

Demandeur

c.

LLOYD'S UNDERWRITERS

Défenderesses

No: 550-06-000024-068

DAVID BROWN

Demandeur

c.

FRANÇOIS ROY

-et-

MARC JÉMUS

-et-

B2B TRUST (désormais **B2B BANQUE**)

-et-

DESJARDINS SÉCURITÉ FINANCIÈRE
INVESTISSEMENTS INC. (faisant également
affaires sous **PLACEMENTS OPTIFONDS**)

Défendeurs

AVIS AUX MEMBRES DU GROUPE

À l'attention de tous les membres du groupe décrit comme suit :

Toutes les personnes physiques et les personnes morales de moins de cinquante (50) employés, qui ont souscrit aux différents investissements proposés par Marc Jémus, François Roy et/ou Robert Primeau, et/ou par leur biais, et/ou en utilisant des compagnies leur étant liées, pour la période de 2001 à 2005 inclusivement.

SOYEZ AVISÉS que deux règlements hors Cour sont intervenus dans cette action collective, d'une part, avec B2B Banque (« B2B ») et, d'autre part, avec Desjardins sécurité financière investissements inc. (Placements Optifonds).

Le Demandeur a consenti à ces règlements, considérant les risques inhérents à tout litige en action collective et considérant l'avantage de recevoir immédiatement un montant raisonnable à titre de règlement compte tenu des longs délais écoulés.

Règlement avec B2B

B2B a toujours nié et continue de nier toute responsabilité dans cette action collective. Néanmoins, sans aucune admission de sa part, B2B a consenti à verser la somme de 2 000 000 \$ en capital, intérêts, indemnités, dépenses, taxes, honoraires et frais, au bénéfice des membres du groupe, et ce, à titre de règlement total et final et en considération d'une quittance complète et finale pour tous les faits et responsabilités allégués contre elle dans l'action collective du dossier de cour numéro **550-06-000024-068**.

De plus, B2B annulera le solde dû par les membres du groupe sur les prêts contractés par eux auprès de B2B en lien avec des investissements proposés par Marc Jémus, François Roy et/ou Robert Primeau, et/ou par leur biais, et/ou en utilisant des compagnies leur étant liées, pour la période de 2001 à 2005 inclusivement, incluant les intérêts, frais, pénalités et honoraires.

Règlement avec Placements Optifonds

Placements Optifonds a toujours nié et continue de nier toute responsabilité dans cette action collective. Néanmoins, sans aucune admission de sa part, Placements Optifonds a consenti à verser la somme de 700 000,00 \$ en capital, intérêts, indemnités, dépenses, taxes, honoraires et frais, au bénéfice des membres du groupe, et ce, à titre de règlement total et final et en considération d'une quittance complète et finale pour tous les faits et responsabilités allégués contre elle dans l'action collective du dossier de Cour numéro 50-06-000024-068.

Distribution des sommes aux membres du groupe

Le demandeur demandera à la Cour de l'autoriser à distribuer aux membres du groupe le montant total des règlements intervenus jusqu'à présent totalisant la somme de 3 400 000 \$, moins les honoraires et frais à être approuvés par la Cour.

Chaque membre désirant obtenir une indemnité devra soumettre une réclamation au gestionnaire des réclamations dans le délai et selon les modalités qui seront déterminées par le tribunal lors de l'audience prévue à la date et à l'endroit indiqué ci-après.

Si le montant à distribuer n'était pas suffisant pour couvrir la totalité des pertes des membres du groupe ayant présenté une réclamation, les fonds seront distribués au prorata des pertes de chacun, tenant compte notamment des radiations de

prêts et/ou des remboursements effectués par les membres sur leurs prêts, le cas échéant.

Une fois les règlements approuvés, un autre avis vous sera envoyé pour vous informer dans quel délai, de quelle manière et à qui votre réclamation devra être transmise.

Approbation du tribunal

Les deux règlements intervenus seront soumis pour approbation à la Cour le 29 octobre 2018 à _____, dans la salle _____ du Palais de justice de Gatineau, au 17 rue Laurier, Gatineau, Québec, J8X 4C1.

Lors de cette audience, tout membre du groupe qui le souhaite pourra être présent et se faire entendre par la Cour avant que celle-ci n'approuve ou ne rejette chacun des deux règlements.

Les membres désirant se faire entendre lors de cette audience devront en aviser par écrit les avocats de l'action collective à c.sylvestre@spavocats.ca et ce, au plus tard le 23 octobre 2018 à 17h00.

Au cas où la Cour n'approuverait pas l'un ou l'autre de ces règlements, un avis à cet effet sera transmis aux membres du groupe et ledit règlement sera considéré comme nul et non avenu.

L'action collective se poursuivra à l'encontre des défendeurs qui ne sont pas parties aux ententes mentionnées ci-dessus et tout montant additionnel qui pourrait être obtenu au terme de ces procédures sera distribué ultérieurement aux membres, après déduction des frais et honoraires approuvés par le tribunal.

Diffusion de l'information

Vous êtes invités à partager le présent avis avec les membres du groupe que vous connaissez afin de les inciter à transmettre aux avocats soussignés leur adresse courriel pour qu'ils reçoivent tout avis futur dans la présente action collective.

Le présent avis aux membres du groupe a été approuvé par la Cour.

Montréal, le

SYLVESTRE, PAINCHAUD ET ASSOCIÉS, S.E.N.C.R.L

Avocats du demandeur et des membres du groupe

Me Pierre Sylvestre Ad.E

p.sylvestre@spavocats.ca

Me Catherine Sylvestre

c.sylvestre@spavocats.ca

Me Gilles G. Krief

g.krief@spavocats.ca

CANADA

**PROVINCE OF QUÉBEC
DISTRICT OF GATINEAU**

SUPERIOR COURT
(class action)

No: 550-06-000026-113

DAVID BROWN

Plaintiff

vs.

LLOYD'S UNDERWRITERS

Defendant

No: 550-06-000024-068

DAVID BROWN

Plaintiff

vs.

FRANÇOIS ROY

-and-

MARC JÉMUS

-and-

B2B TRUST (now B2B BANK)

-and-

DESJARDINS FINANCIAL SECURITY

INVESTMENTS INC. (also doing business as
OPTIFUND INVESTMENTS)

Defendants

NOTICE TO CLASS MEMBERS

To all members of the Class defined as follows:

All those natural persons, and legal persons with less than fifty (50) employees, who have made various investments proposed to them by Marc Jémus, François Roy and/or Robert Primeau, and/or through them, in and/or through companies related to one of them, in the year 2001 to 2005 inclusively.

BE ADVISED that two separate settlements have been reached in the present case between Plaintiff and B2B Bank ("B2B"), on the one hand, and Desjardins Financial Security Investments Inc. (Optifund Investments), on the other hand.

The Plaintiff has agreed to the terms of these settlements given the inherent litigation risks of any Class action lawsuit and the advantage of immediately receiving a reasonable settlement amount, given the long delays.

B2B Settlement

B2B has always denied and still denies any wrongdoing in the present case. Nevertheless, without any admission on its part, B2B has agreed to pay an amount of \$ 2,000,000.00, including capital, interest, indemnity, expenses, taxes, fees and costs, for the benefit of the Class members, in full and final settlement of and in consideration of a complete and final release for all facts and liability alleged against it in the Class action proceeding in court file number **550-06-000024-068**.

In addition, B2B will write off the balance owed by Class Members on loans contracted by them from B2B in relation to investments proposed to them by Marc Jémus, François Roy and/or Robert Primeau, and/or through them, and/or in or through companies related to one of them, in the year 2001 to 2005 inclusively, interest, cost, penalties and legal fees included.

Optifund Investments Settlement

Optifund Investments has always denied and still denies any wrongdoing in the present case. Nevertheless, without any admission on its part, Optifund Investments has agreed to pay an amount of \$ 700,000.00, including capital, interest, indemnity, expenses, taxes, fees and costs, for the benefit of the Class members, in full and final settlement of and in consideration of a complete and final release for all facts and liability alleged against it in the Class action proceeding in court file number 550-06-000024-068.

Distribution of the settlements amounts to Class Members

Plaintiff intends to ask the Court to be authorized to distribute to Class Members the total amount of the settlement agreements reached up to now in this Class action, more precisely the amount of \$ 3,400,000.00, minus the fees and costs as yet to be approved by the Court.

To be eligible to get compensation, each Class Member will have to submit a claim to the claim administrator within the delay and in conformity with the modalities determined by the Court at the hearing scheduled on the date and place indicated below.

If the available amount for distribution is insufficient to cover the total loss of every Class member who has submitted a claim, the amount will be distributed on a *pro rata* basis, taking into account the total loss of each Class Member, the write off of the loans and/or the payments made by members on their loans, as the case may be.

Once the settlement is approved by the Court, another notice will be sent to inform the members in what delay, in what form and to whom the claims should be submitted.

Court's Approval

These settlements will be submitted to the Court for approval on October 29, 2018, at _____ in room _____ at the Gatineau Court House, 17, Laurier St., Gatineau, Québec, J8X 4C1.

At the approval hearing, any Class Member who wishes so is entitled to be present and be heard before the Court decides whether to approve the settlements or not.

Any Class Member who wishes to be heard has to inform Class Counsel of his intention by sending a written notice at c.sylvestre@spavocats.ca at the latest on October 23, 2018, at 5 pm.

In the event that the Court refuses to approve one settlement and/or the other, a notice to that effect will be sent to Class members and the said settlement will be deemed null and void.

The proceedings in the present Class action will continue against the defendants who are not part of the settlements mentioned above and any additional amount, if any, obtained as a result of these proceedings will be distributed to the Class members.

Disseminating the information

You are invited to share the present notice with the other members of the group that you know to invite them to give the undersigned attorneys their email address so they can receive directly future notices in the present Class action.

This notice to Class members has been approved by the Court.

Montréal, le

SYLVESTRE, PAINCHAUD ET ASSOCIÉS, S.E.N.C.R.L

Attorneys for Plaintiff David Brown

Me Pierre Sylvestre Ad.E

p.sylvestre@spavocats.ca

Me Catherine Sylvestre

c.sylvestre@spavocats.ca

Me Gilles G. Krief

g.krief@spavocats.ca