

COUR SUPÉRIEURE

(Action collective)

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE HULL

N° : 550-06-000026-113
550-06-000024-068

DATE : 5 novembre 2018

SOUS LA PRÉSIDENTE DE : L'HONORABLE MICHEL DÉZIEL, J.C.S.

550-06-000026-113

DAVID BROWN
Demandeur

c.
LLOYD'S UNDERWRITERS
et
SAMSON & ASSOCIÉS
Défenderesses

550-06-000024-068

DAVID BROWN
Demandeur

c.
FRANÇOIS ROY
et
MARC JÉMUS
et
B2B TRUST
et
DESJARDINS FINANCIAL SECURITY INVESTMENTS INC.
(OPTIFUND INVESTMENT INC.)
Défendeurs

JUGEMENT SUR LA DEMANDE EN APPROBATION
D'UNE TRANSACTION INTERVENUE ENTRE LE DEMANDEUR ET LA
DÉFENDERESSE PLACEMENTS OPTIFONDS

[1] Le tribunal est saisi d'une demande en approbation d'une transaction conclue entre le demandeur David Brown et la défenderesse Placements Optifonds signée en octobre 2018 (le « Règlement »).

[2] Ce Règlement, convenu sans admission de responsabilité par la défenderesse Placements Optifonds, intervient dans le cadre de deux actions collectives à l'encontre de plusieurs parties défenderesses.

[3] Des transactions ont déjà été approuvées à l'égard de trois des défenderesses (Whitney Canada inc., Whitney Information Network inc. et Samson et associés) et le Tribunal est saisi, dans une procédure distincte, d'une demande en approbation d'une autre transaction intervenue avec la défenderesse B2B Banque dans le cadre des mêmes deux actions collectives.

[4] Si la présente demande en approbation du Règlement est accueillie, de même que celle relative à la transaction intervenue avec B2B Banque, les actions collectives se poursuivront à l'encontre des trois parties défenderesses restantes, soit Lloyds Underwriters, Marc Jémus et François Roy.

[5] Dans le cadre du Règlement (pièce P-1), la défenderesse Placements Optifonds s'engage à payer au bénéfice des membres du groupe une somme de 700 000 \$ en capital, intérêts, indemnité additionnelle, frais judiciaires, honoraires, déboursés et les taxes applicables.

[6] En considération de cet engagement de la défenderesse Placements Optifonds, le demandeur et les membres du groupe lui donnent quittance complète et finale de tout recours, de quelque nature qu'il soit, relié aux faits et allégations dont il est question dans les présentes actions collectives.

[7] Ce Règlement est conditionnel à son approbation par le tribunal comme le veut l'article 590 C.p.c.

[8] L'avocate représentant le Fonds d'aide aux actions collectives, absente lors de l'instruction, a avisé par écrit le Tribunal qu'elle ne s'oppose pas à cette demande.

[9] Un avis conforme à l'article 590 C.p.c. et approuvé par le Tribunal le 9 octobre 2018 a été communiqué aux membres du groupe afin de leur donner l'opportunité de faire valoir leurs prétentions à la Cour quant au Règlement.

[10] La distribution de cet avis par la poste et par courriel a permis de rejoindre la presque totalité des membres connus du demandeur et de ses avocats¹.

[11] Aucun membre ne s'est objecté à l'approbation du Règlement.

[12] Le demandeur a témoigné à l'effet qu'il était d'accord avec le Règlement proposé.

[13] Il a été consulté et a participé à toutes les étapes de la négociation du Règlement.

[14] Il a précisé que plusieurs membres du groupe sont âgés et à la retraite ou sur le point de l'être. Certains sont d'ailleurs décédés depuis le début des procédures.

[15] Les investissements perdus ont été faits entre 2001 et 2005 en prévision de leur retraite pour plusieurs d'entre eux.

[16] Le dossier dure depuis plus de 12 ans.

[17] Les membres du groupe que le demandeur a consultés sont d'accord avec le Règlement proposé.

[18] Les autres parties défenderesses ne s'opposent pas non plus à l'approbation du Règlement.

[19] Me Lortie, avocat de la défenderesse B2B Banque, porte à l'attention du Tribunal la décision de la Cour supérieure de l'Ontario *Dabbs c. Sun Life Assurance Co of Canada*² qui souligne que :

The standard for approval is not perfection. While class action settlements must be seriously scrutinized, all settlements are the product of compromise and fairness is not a standard of perfection. Reasonableness allows for a range of possible resolutions. A less than perfect settlement may be in the best interests of those affected by it when compared to the alternative of risks and costs of litigation.

[20] Le nouveau Code de procédure civile favorise les modes privés de prévention et de règlement des différends³.

¹ Déclaration assermentée de Maria Hernandez, Pièce P-2.

² 1998 CannLII 14855 (ON SC).

³ Article 1 C.p.c.

[21] Il est de la mission du Tribunal de favoriser la conciliation des parties⁴.

[22] Enfin, la règle de la proportionnalité milite en faveur de l'approbation du Règlement.

[23] Les critères applicables à l'analyse du caractère juste et raisonnable d'une entente sont généralement reconnus et ont été réitérés dans l'affaire *Krantz c. P.G.Q.*⁵ :

[24] Les Ententes doivent être approuvées par le tribunal en vertu de l'article 590 C.p.c., lequel reprend substantiellement le droit antérieur. Les critères pertinents sont les suivants :

- a) Les probabilités de succès du recours;
- b) La durée anticipée du litige;
- c) La bonne foi des parties;
- d) La recommandation des avocats et leur expérience;
- e) Les modalités de la transaction; et
- f) La nature et le nombre d'objections à la transaction.

[24] À la lumière de ces critères, le Tribunal est convaincu du caractère juste et raisonnable du Règlement intervenu.

POUR CES MOTIFS, LE TRIBUNAL :

[25] **ACCUEILLE** la Demande en approbation d'une transaction intervenue entre le demandeur et la défenderesse Placements Optifonds;

[26] **APPROUVE** le Règlement, pièce P-1;

[27] **ORDONNE** le recouvrement collectif des réclamations des membres;

[28] **DÉCLARE** que le Règlement, pièce P-1, est juste, raisonnable et dans l'intérêt des membres du groupe;

[29] **DÉCLARE** que le Règlement, pièce P-1, dans son intégralité (y compris son préambule, ses définitions et son annexe) fait partie intégrante du jugement d'approbation;

[30] **DÉCLARE** que chaque membre du groupe est lié par le Règlement, pièce P-1;

⁴ Article 9 C.p.c.

⁵ 2017 QCCS 5115.

[31] **DÉCLARE** que le Règlement, P-1, est une transaction au sens des articles 2631 et suivants du *Code civil du Québec*;

[32] **ORDONNE** aux parties de se conformer au Règlement, pièce P-1;

[33] **AUTORISE** les avocats du demandeur à retenir sur le montant du Règlement, une somme de 258,69 \$ à titre de frais d'expédition par poste des avis aux membres du groupe;

[34] **ORDONNE** aux avocats du demandeur de déposer le montant de sept cent mille dollars (700 000 \$) prévu au Règlement dans le compte en fidéicommiss qu'ils détiennent auprès de la Caisse Desjardins de L'île des Sœurs – Verdun, après déduction de la somme de 258,69 \$ pour les frais d'expédition par poste des avis aux membres, et qu'il y soit détenu jusqu'à ce qu'un jugement intervienne pour en fixer les modalités de distribution;

[35] **DÉCLARE** que par le Règlement P-1, le demandeur et les membres du groupe renoncent expressément au bénéfice de la solidarité envers les parties défenderesses qui ne participent pas à l'entente, eu égard aux faits et gestes de la défenderesse Placements Optifonds et il est compris que par l'effet de ce jugement, tous les membres du groupe ne pourront plus réclamer, en aucune manière, de parties défenderesses non parties à l'entente, soit un paiement, soit une indemnité quelconque reliée à des dommages, qu'elle soit compensatoire, punitive, récursoire ou autre, attribuable à la défenderesse Placements Optifonds;

[36] **DÉCLARE** que tout recours en garantie ou autre mise en cause pour obtenir une contribution ou une indemnité de la défenderesse Placements Optifonds concernant les faits allégués dans la présente action pour lesquels cette dernière obtient quittance est irrecevable et non avenue dans le cadre de la présente action collective;

[37] **RÉSERVE** aux parties le droit de présenter toute autre demande d'ordonnance nécessaire à la mise en œuvre du présent Règlement, pièce P-1;

[38] **RÉSERVE** au Fonds d'aide aux actions collectives tous ses droits sur un éventuel reliquat;

[39] **LE TOUT** sans frais de justice.


MICHÉL DÉZIEL, J.C.S.

550-06-000026-113
550-06-000024-068

PAGE : 6

Me Pierre Sylvestre, Ad. E.
Me Catherine Sylvestre
Sylvestre Painchaud et Associés, s.e.n.c.r.l.
Avocats du demandeur

Me Maud Rivard
Stein Monast s.e.n.c.r.l., Avocats
Avocats de la défenderesse Placements Optifonds

Me Jean Lortie
McCarthy Tétrault s.e.n.c.r.l., s.r.l.
Avocats de la défenderesse B2B Banque

Me Alexandre Limoges
Jurilis cabinet d'avocats
Avocats de la défenderesse Lloyd's Underwriters

Me William Desrochers (absent)
Me Caroline Simard (absente)
Simard Desrochers Avocats
Avocats du défendeur François Roy

Me Anthony Paul Robert (absent)
Anthony Paul Robert, Avocat
Avocats du défendeur Marc Jémus

Me Frikia Belogbi (absente)
Fonds d'aide aux actions collectives
Fonds d'aide aux actions collectives

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

FINANCIAL

SECURITY

INVESTMENTS

INC.

(OPTIFUND

INVESTMENTS) also doing

business as

OPTIFUND INVESTMENTS

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 his 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 and 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 Member, 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

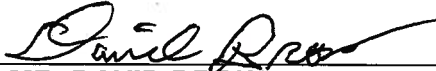
- 8.8 The Parties agree that no public statement shall be made regarding the Class Action Proceedings or the Settlement which are in any way inconsistent with the terms of the Settlement Agreement.

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:

Headingley, October, ²⁸, 2018



MR. DAVID BROWN

Petitioner/Plaintiff, Representative of Class Members

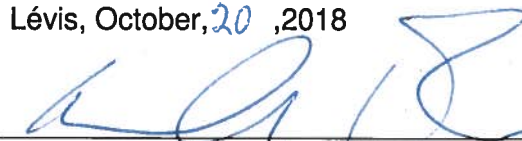
Montreal, October, ²⁹, 2018



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

Class Counsel for the Class Members and the Plaintiff David Brown

Lévis, October, ²⁰, 2018



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

Québec, October, ²⁹, 2018



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

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