

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF LONGUEUIL

N° : 505-06-000024-203
505-17-013648-235

DATE: December 10, 2024

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

505-06-000024-203

JOHN CORMIER
Plaintiff

C.

CITY OF LONGUEUIL

-and-

ESTATE OF FRANÇOIS LAMARRE

Defendants

and

QUEBEC REVENUE AGENCY (REVENU QUÉBEC)

Mise-en-cause

505-17-013648-235

CITY OF LONGUEUIL

Plaintiff in warranty

C.

THE OPTIMIST CLUB OF GREENFIELD PARK INC.

UNOFFICIAL TRANSLATION

-and-

THE GREENFIELD PARK LIONS CLUB INC.

-and-

MONTREAL SOUTH SHORE KINSMEN CLUB INC.

-and-

THE ROYAL CANADIAN LEGION BRANCH 94, GREENFIELD PARK

Defendants in warranty

-and-

GENERAL STAR INDEMNITY COMPANY

Intervenor

JUDGMENT

(Approval of a transaction and Class members' fees and disbursements)

OVERVIEW

[1] Plaintiff John Cormier seeks approval of a Transaction with the Defendants in this class action case', on behalf of the class defined as follows

“All persons who were sexually abused by the late François Lamarre while he acted as coach of the municipal hockey program in the City of Greenfield Park, as well as the estate of any such persons if deceased since September 1, 2017” (hereinafter the “**Class**”);

[2] The Members' attorneys, Kugler Kandestin, L.L.P., also request approval of their fees and disbursements.

¹ File number 505-06-000024-203.

1. THE CONTEXT

- **The Class Action**

[3] In September 2020, Mr. Cormier filed a request to be authorized to institute a class action against the City of Longueuil (**the City**)² and the Estate of the late François Lamarre (**the Estate**), and to represent those sexually abused by Mr. Lamarre while he was acting as a hockey coach in and for the City of Greenfield Park. As Mr. Lamarre's heirs have renounced the Estate, it is managed by the respondent, Agence du revenu du Québec (**Revenu Québec**).

[4] On May 6, 2021, Judge Pierre C. Gagnon rendered judgment and authorized a class action on behalf of the Class, represented by Mr. Cormier³.

[5] By originating application dated August 5, 2021, Mr. Cormier (**the Plaintiff**) instituted the class action against the Defendants.

[6] It alleges that Mr. Lamarre, while coaching minor hockey teams competing in municipal leagues, took advantage of his status to assault numerous minors over several decades.

[7] In December 2019, Mr. Lamarre was arrested and charged with several criminal offences involving sexual acts perpetrated on minors.

[8] He died in July 2020.

[9] Mr. Cormier blames the City for the abuses perpetrated by Mr. Lamarre in the course of his duties as a hockey coach and its own negligence in failing to ensure that Mr. Lamarre did not sexually abuse the children with whom he was in contact by virtue of his status as a coach. He maintains that the City failed in its obligations to prevent and put an end to Mr. Lamarre's abuse, and that these failures caused him and the Class Members significant damages.

[10] On October 21, 2021, the City filed the summary grounds of defences. It denied liability and pleaded that it had never acted as principal or employer of Mr. Lamarre, and that he was a volunteer trainer recruited by a community organization or by hockey team sponsors. It also denied any direct wrongdoing on its part.

² Legal successor of the City of Greenfield Park since January 1, 2002, pursuant to *the Act to reform the municipal territorial organization of the metropolitan regions of Montréal, Québec and the Outaouais*, L.Q. 2000, c. 56, s. 260 and section 5 of Schedule III.

³ *Cormier v. Ville de Longueuil*, 2021 QCCS 3927.

[11] On March 28, 2022, the City filed a force intervention and warranty proceedings against the defendants in warranty Club Optimiste de Greenfield Park inc. (**Optimiste**), Club Lions de Greenfield Park inc. (Lions), Club Kinsmen de la Rive-Sud de Montréal inc. (**Kinsmen**) and Royal Canadian Legion Branch 94, Greenfield Park (**Legion**).

[12] After having been initially disjoined from the class action by judgment rendered in November 2022, the Court file for the warranty proceedings⁴ was joined to the class action file by judgment rendered on May 29, 2024, for the purposes of the hearing on the merits set for September 9, 2024.

[13] On August 26, 2024, General Star Indemnity Company, as Optimiste's liability insurer, filed an act of voluntary and conservatory intervention in order to participate in the trial and advance its insured's defenses.

[14] A few days before the start of the trial on the merits, at the end of a lengthy mediation process, the parties reached a final settlement and release agreement, which was recorded in an agreement signed on October 15, 16 and 17, 2024 (**the Settlement**).⁵

[15] Pursuant to article 590 of the *Code of Civil Procedure (C.C.P.)*, the parties request that the Tribunal approve the Settlement.

- **Parameters of the Transaction**

[16] Under the terms of the Transaction, an aggregate amount ranging from \$3,600,000 to \$10,250,000 will be paid to the Class, depending on the number of claims deemed eligible, all as a collective recovery. The Global Settlement Fund will be paid exclusively by the City, except for the amount representing the net value of the Estate, i.e. \$8,339.24, which will be paid by Revenu Québec.

[17] Thus, at the end of an adjudication process defined in the Settlement, the City will pay a lump sum, in principal, interest, additional indemnity, expenses and applicable taxes, as full and final settlement of the class action and of the Members' claims. This sum will depend on the number of claims deemed eligible by the Adjudicator (**the Global Settlement Fund**).

⁴ File number 505-17-013648-235.

⁵ Exhibit R-1.

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[18] The amount to be paid as a Global Settlement Fund will therefore increase according to the number of Members whose claims have been deemed eligible, in accordance with the levels set out in the Settlement, as follows:

1 to 11 Eligible members	3 600 000,00\$
12 to 16 Eligible members	4 600 000,00\$
17 to 21 Eligible members	5 600 000,00\$
22 to 26 Eligible members	6 550 000,00\$
27 to 31 Eligible members	7 175 000,00\$
32 to 36 Eligible members	7 800 000,00\$
37 to 41 Eligible members	8 425 000,00\$
42 to 46 Eligible members	9 050 000,00\$
47 to 51 Eligible members	9 675 000,00\$
52 to 56 Eligible members	10 250 000,00\$
56 Eligible members and more	10 250 000,00\$

[19] In the event that the claims of more than 56 victims are deemed eligible by the Adjudicator following the Adjudication Process provided for in the Settlement, the Claimant shall have the option, on behalf of the Class, of either retaining the Global Settlement Fund and distributing it among the total number of Members whose claims are deemed eligible, renegotiating the Settlement Agreement in good faith or, failing a new negotiated settlement, resolving the Settlement Agreement.

[20] In the event that more than 56 claims are deemed admissible by the Adjudicator at the end of the Adjudication Process, the parties will have to apply to the Court for approval of an amendment to the Transaction, if applicable.

[21] The City will pay, in addition to the Global Settlement Fund, the legal fees and disbursements, including the Plaintiff's expert fees (**the Legal Fees**), pre- and post-approval notices of the Settlement to Members, as well as the Adjudicator's cost and fees incurred in connection with the Adjudication Process, which are non-refundable even in the event that the Transaction is renegotiated or resolved

[22] The Global Settlement Fund, deducted from Class counsel's fees, as defined in Section 3 of this Judgment and approved by the Court, if applicable, shall constitute the Net Settlement Fund.

[23] The Net Settlement Fund will be used to compensate Members whose claims have been deemed eligible at the end of the Adjudication Process (**Eligible Members**).

[24] The Adjudicator proposed and retained by the parties is the Honourable Claudette Picard, a retired judge, who accepted the mandate and is already well acquainted with the terms of the Transaction since she chaired the mediation sessions that led to its development.

[25] The Adjudicator will decide on the admissibility of Claimants' claims and the determination of their level of damages, in accordance with the Adjudication Process set out in the Transaction, which provides for the submission of a completed Claim Form and a meeting under oath with the Adjudicator. A victim's claim will be deemed admissible under the vicarious liability regime according to the criteria set out in paragraph 31 of the Transaction, which are taken directly from *Tremblay v. Lavoie*, 2014 QCCS 3185.

[26] The Adjudicator alone, without the intervention of the Parties and their attorneys, shall decide the Claims of the Claimants on a balance of probabilities, the merits of each Claim and the determination of its category of damages.

[27] The Adjudicator's decision shall be final, binding and not subject to appeal.

[28] The maximum amount a Member may receive is \$600,000. This amount may be lower depending on the number of Eligible Members.

[29] Only the Adjudicator and Class counsel will know the identity of Claimants who file a claim, considering Members' right to anonymity and confidentiality.

[30] The Transaction also sets out the modalities of the closing report, the distribution of any remaining balance (**the Reliquat**), if any, and the scope of the release provided to the Released Parties. It is stipulated that approval of the Transaction is not conditional upon approval of Class Counsel's fees.

[31] The Settlement Agreement is entered into without any admission of liability, including any admission of direct or vicarious liability, on the part of the City, Revenu Québec and the defendants in warranty.

[32] A notice to members was published on October 29, 2024⁶ in anticipation of the hearing on this application.

[33] No member objected to the Transaction within the time limits set out in the notice or on the date of the hearing on the application for approval.

[34] The Fonds d'aide aux actions collectives (FAAC), for its part, has comments to make on the Transaction, mainly concerning the liquidation of the Plaintiff's personal claim.

2. APPROVAL OF TRANSACTION

[35] Article 590 C.C.P. requires that the settlement of a class action be submitted to the court for approval.

- **Criteria for approval**

[36] In *A.B. v. Clercs de Saint-Viateur du Canada*⁷, the Quebec Court of Appeal reiterated the analytical framework applicable to an application under article 590 C.C.P.

[34] Before approving a transaction, the judge must be convinced that it is [TRANSLATION] “fair, reasonable and in the best interest of the class members”. As part of the analysis, he or she must [TRANSLATION] “bear in mind the main principles and objectives underlying class actions and weigh the advantages and disadvantages of the settlement, as well as the reciprocal concessions, risks of a trial, and costs to be incurred”. In practice, the assessment of the fairness and reasonableness of the transaction revolves around the following criteria imported from U.S. law

- The likelihood that the action will succeed;
- The extent and nature of the evidence to be adduced;
- The terms and conditions of the transaction;

⁶ Exhibit R-5.

⁷ 2023 QCCA 527

- The recommendations of counsel and their degree of experience;
- The anticipated cost and duration of litigation;
- The recommendation of neutral third parties, if any;
- The nature and number of objections to the transaction; and
- The good faith of the parties and the absence of collusion.

[Unofficial translation by the Court of Appeal.];

(References omitted)

[37] Not one of these criteria is in itself decisive. They are not cumulative and must be assessed as a whole, according to the nature and circumstances of the case.

[38] The transaction does not have to be ideal, but reasonable in terms of what it brings to members, taking into account the costs and risks involved in pursuing the case.

[39] The Tribunal must encourage the conclusion of a settlement unless there are serious and grave grounds for refusing approval. The Tribunal cannot modify a settlement agreement submitted by the parties; it must approve or reject it in its entirety.

- **Applying the criteria to the Transaction**

[40] The approval criteria have been met.

[41] The class action entailed certain risks for the plaintiff. The burden of proof regarding the City's alleged faults, damages and causal link rested with the plaintiff. The City denied the merits of the class action, both in terms of its direct liability and its vicarious liability. The addition of several defendants in warranty complicated the debate.

[42] The trial was scheduled to last three months, with over fifty witnesses, including several members and experts. The costs associated with such a trial would have been high, and the results for Class members uncertain.

[43] The dispute raised important legal issues such as the vicarious liability of a volunteer coach and his status as an employee of a municipality, the award of punitive damages against the City, as well as the possibility of obtaining a floor of compensation for each Member, both for pecuniary and non-pecuniary damages. The scheduled testimony of eleven (11) Members would have been a trying and painful exercise for them.

[44] The Transaction was reached following rigorous negotiations, which were held during several settlement conference sessions presided over by the Honourable Retired Judge Claudette Picard, and represents the result of concessions made by the parties. The agreement reached puts an end to the uncertainty, delays and hazards of the litigation for Class members, many of whom are elderly, and guarantees them a favorable outcome without their having to wait for a final judgment on the merits of the dispute.

[45] The Transaction offers Members a high level of individual compensation, in the upper range of out-of-court settlements in similar matters.⁸ It varies according to the severity of the damages suffered, regardless of the number of claims deemed eligible (subject to the following) at the end of a simple, efficient, respectful and strictly confidential adjudication process.

[46] The Transaction provides for a maximum number of Eligible Members, i.e. 56, beyond which the agreement may, at the Plaintiff's option, be renegotiated and submitted to the Court for approval, or failing that, resolved, which would have the result of reactivating the legal proceedings in question. Counsel for the Members explained that during the negotiations with the City, given the uncertainty as to the number of eligible claimants, two options were available to the Plaintiff:

1. Refuse to settle, which would entail a lengthy trial on the collective issues requiring the testimony and cross-examination of several victims, probably followed by an appeal and then individual mini-trials for several victims; or
2. Accept a settlement that includes a "renegotiation clause", allowing Members to submit claims confidentially without being subject to cross-examination, following a simplified and accelerated claims process, without the intervention of the defendants, as well as the possibility of renegotiating in good faith with the City in the event that the number of claimants coming forward is considerably higher than anticipated.

⁸ For example, the following maximum compensation per claimant was distributed in these cases.
- *Tremblay v. Lavoie*, 2014 QCCS 3185 (report of the adjudicator dated August 20, 2015): \$201,065
- *A. and F. v. Les Frères du Sacré-Cœur et al*, 2021 QCCS 3621 (report of the claims administrator as of October 28, 2022): \$210,730
- *Association des Amis du Patro Lokal v. Frères Maristes et al*, 2023 QCCS 4740 (report of the claims administrator): \$153,772.

[47] Although the possibility of renegotiation or even resolution of the Transaction is not ideal for any of the parties to the proceedings, it is the result of a compromise agreed between them and, in the event of valid claims exceeding the number set at 56, it avoids the Members being subject to a ceiling which would reduce the indemnity receivable by each of them. Although present, this risk seems minimal in view of the number of Members who have come forward to Class counsel at the time of the hearing, i.e. around fifteen.

[48] The Tribunal is of the opinion that, despite the possible risk of renegotiation or, ultimately, resolution of the Transaction, this arrangement remains, for the foregoing reasons, in the interest of the Members, as was also determined to be the case in other similar agreements.⁹

[49] As of the date of the hearing, no Member had objected to the request for approval of the Transaction. Fourteen (14) Members expressed in writing their agreement and satisfaction with the Transaction reached, and their relief at avoiding a trial and possible testimony, whether at the hearing or at a possible individual recovery stage.¹⁰

[50] Furthermore, Class counsel, who act and have acted in numerous class actions of a similar nature, recommend the settlement.

[51] Finally, there is no evidence to cast doubt on the good faith of the parties or on the absence of collusion between them.

- **The Plaintiff's personal claim**

[52] Under the terms of the Transaction, Mr. Cormier's claim, having already been the subject of psychological and actuarial expert evidence, is deemed admissible and liquidated in the amount of \$600,000, which represents the maximum amount a Member may be awarded under the Adjudication Process as defined in the agreement.

[53] It is understood that, depending on the number of eligible Members, the total amount of compensation each Member may receive could be less than \$600,000¹². From this amount will be deducted the percentage of fees agreed upon in the fee agreement, discussed in the next section.

[54] With respect to this clause of the Transaction, FAAC refers to certain decisions in which it was held that the representative of class members must avoid placing himself in a situation of conflict or appearance of conflict between his interests and those of the

⁹ *A.B. v. Corporation archiépiscopale catholique romaine de Montréal*, 2023 QCCS 2529, para. 68; see also *Sebastian v. English Montreal School Board et al*, file 500-06-000352-068 (judgment of the Honourable Chantal Corriveau j.c.s. dated October 11, 2023); *Bissonnette v. City of Westmount*, file 500-06-000743-159 (judgment of the Honourable Marc de Wever j.s.c., dated May 12, 2017).

¹⁰ Exhibit R-6.

¹¹ Exhibit R-1, para. 7.

¹² Exhibit R-1, Appendix 1, para. 20.

class members and that he must receive the same treatment as them.¹³

[55] The Tribunal considers, like colleagues have before¹⁴, that the situation in this case is different from the authorities cited by FAAC and that this condition in the Transaction does not unduly favour the Plaintiff to the detriment of the other Class members.

[56] Firstly, the amount set out in the Transaction for compensation of the Plaintiff's personal claim falls within the range of the maximum compensation that Members could receive at the end of the process set out in the Transaction.

[57] Secondly, it was stipulated in the common issues to be decided by the Tribunal at the end of the hearing on the merits that the Claimant's claim for pecuniary and non-pecuniary damages would be settled at the collective stage, prior to the individual recovery of the Members.

[58] This amount does not represent compensation for the time and effort devoted by the Plaintiff to the litigation, but the immediate liquidation of his claim. The evidence submitted to the Court¹⁵ supports the determination by the parties to the Transaction that the Plaintiff's claim is admissible and qualifies for Level 3 Damage, the highest category of damages.

[59] Finally, no member of the Group has objected to the Transaction of the Plaintiff's claim in the Transaction.

* * *

[60] In light of all the above criteria and analysis, the terms and conditions of the Transaction appear to be fair, equitable and in the best interests of the Members.

[61] The Transaction also satisfies the primary objective of the procedural vehicle for collective action, namely to promote access to justice, particularly for vulnerable people who would otherwise be deprived of it.

¹³ *Attar v. Fonds d'aide aux actions collectives*, 2020 QCCA 1121; *Dubé v. Coopérative de Services EnfanceFamille.org*, 2024 QCCS 998; *Sureau (Blondin) v. Cloplast Canada Corporation*, 2023 QCCS 3592; *Levy v. Nissan Canada inc.*, 2024 QCCS 2282; *Salazar Pasaje v. BMW Canada inc.* 2021 QCCS 2512 (motion for leave to appeal dismissed, 2021 QCCA 1107).

¹⁴ *Association des Amis du Patro Lokal v. Frères Maristes et al*, supra note 8, paras. 13-17; *F. v. Frères Maristes et al. du Sacré-Cœur*, supra note 8, paras. 93-97.

¹⁵ Examination for discovery of John Cormier, held December 17, 2021 (under seal); expert report of Dr. Hubert Van Gijseghem, dated January 14, 2022 (under seal); actuarial expert report of Julien Perreault, dated January 18, 2022 (under seal); actuarial expert report of Richard Larouche, dated May 18, 2022 (under seal).

- **Transaction approval notices**

[62] The text of the notices¹⁶ by which all persons involved in the class action will be informed of the approval of the Transaction by the Court pursuant to article 591 C.p.c. meets the applicable criteria and is approved.

[63] The method of publication of these notices is identical to that proposed by the parties and approved by the Tribunal for the communication of pre-approval notices. It provides for reasonable and adequate means to reach and inform Members of the approval of the Transaction and the modalities of the Claims Process.

3. APPROVAL OF CLASS COUNSEL FEES AND DISBURSEMENTS

[64] Class counsel's request for approval of their extrajudicial fees and disbursements payable from the Global Settlement Fund in accordance with the Transaction. Approval of the Transaction is not conditional upon approval of their fees¹⁸.

[65] The fees are based on an agreement entered into with the Plaintiff on August 31, 2020¹⁹ which provides that they will be equivalent to 33^{1/3}% of the aggregate amount payable to the Members upon completion, if any, of an out-of-court settlement agreement concluded after the inscription of the Class Action for trial.

- **Applicable criteria**

[66] In accordance with article 593 C.C.P., the Tribunal must ensure that the fees of the lawyers of the Group are reasonable, taking into account the interests of its members, and if they are not, it may fix them at the amount it indicates.

[67] Pursuant to sections 101 and 102 of the *Code of Professional Conduct of Lawyers*²⁰, the following factors are relevant in assessing the fairness and reasonableness of attorneys' fees in a class action: the experience of the attorneys, the time and effort required and devoted to the case, its difficulty and importance for the client, the responsibility assumed by the attorneys, the provision of unusual professional services or services requiring special skill or exceptional celerity, the result obtained, the fees provided for by the law or by virtue of regulation, and the fees and disbursements paid to a third party relative to the mandate entrusted.

¹⁶ Exhibit R-7.

¹⁷ *Cormier v. Ville de Longueuil*, 2024 QCCS 3980.

¹⁸ Exhibit R-1, para. 50f).

¹⁹ Exhibit R-2.

²⁰ RLRQ, c. B-1, r.3.1.

[68] These factors are not exhaustive, and the respective weight to be given to them will vary according to the circumstances²¹. The Tribunal must take into account the risk incurred by the lawyers, which must be assessed at the time of taking the mandate and not at the time of the request for approval²².

[69] Furthermore, the fee agreement between the representative and the lawyers is presumed valid and, unless it is unreasonable and unfair to the members in the circumstances of the transaction under review, it is binding on the group²³.

[70] The range of percentages deemed reasonable by the courts is normally between 15% and 33.33% of the settlement fund, but the Tribunal must guard against any automatism in this respect and assess the reasonableness of the fees in light of the circumstances of the case²⁴.

[71] The risk assumed and the result obtained should normally take precedence, although the weight to be given to each factor varies according to the circumstances²⁵.

- **Application of the criteria**

[72] The fee agreement R-2 provides for various percentages of the total amount collected, depending on the stage at which the settlement or judgment is reached. The percentage of 33^{1/3}% of the total amount is applicable when the settlement is reached following the inscription of the case.

[73] The precise amount of Class counsel's fees has not yet been determined, as the amount of compensation to be paid at the end of the Adjudication Process has not yet been determined. Fees will range from (approximately) \$1,200,000 to just over \$3,400,000 plus applicable taxes, depending on the amount of the Global Settlement Fund to be paid out based on the number of eligible Members.

[74] This fee agreement is neither unjust nor unreasonable, and there are no grounds for setting aside the presumption of validity attached to it, for the following reasons.

²¹ *A.B. v. Clercs de Saint- Viateur du Canada*, supra, note 7, para. 53.

²² *Id.* at para. 54.

²³ *Id.* at paras. 50, 51 and 64.

²⁴ *Id.* at para. 58.

²⁵ *Id.* at para. 65.

[75] Class counsel have been acting on behalf of plaintiffs for decades in major class action cases, particularly those involving sexual abuse²⁶. They are considered pioneers in this area. Their experience and expertise have been recognized by the courts on numerous occasions.

[76] This case raised complex legal and factual issues, as described above²⁷, and presented human challenges, given the context, the age of the victims at the time of the abuse, and the difficulties of obtaining their version of events, which had often been kept secret for decades.

[77] As in similar cases, the management of this class action involved frequent communications with members, which are often emotionally charged and require listening and empathy in order to preserve the bond of trust between members and the attorneys handling the case²⁸.

[78] The City's liability was intensely contested, and, after long and arduous negotiations, the Transaction was reached on the eve of the hearing on the merits, set for September to November 2024, four years after the application for authorization was filed. During this period, the Members' attorneys are financing the action without knowing the outcome, and are bearing the risks, with no remuneration or guarantee of success.

[79] In this regard, the Court cites the words of our colleague Justice Christian Immer when he states that sexual assault class actions "(...) pose special challenges that only serve to magnify the level of risk assumed by the representative counsel"²⁹ and that it is "(...) difficult to conceive of claims where the difficulty of the problem submitted, the importance of the case and the responsibility assumed by class counsel are more considerable."³⁰

[80] The Transaction is advantageous for Members, both in terms of the indemnities it provides, which are in the upper range of amounts awarded in settlements dealing with similar matters, and in terms of its Adjudication Process, which includes simplified procedures that respect Members' anonymity.

²⁶ Notably, they acted in this capacity in: *A.B. v. Clercs de Saint-Viateur du Canada*, préc. note 7; *Tremblay v. Lavoie*, 2014 QCCS 3185; *Y v. Servites de Marie de Québec*, 2021 QCCS 2712; *F. v. Frères du Sacré-Cœur*, préc. note 8; *D.L. v. Sœurs de la Charité de Québec*, 2024 QCCS 2711; Paragraphs 41 to 43 of the present judgment.

²⁸ *A. B. v. Corporation Archiépiscopale catholique romaine de Montréal*, 2023 QCCS 2529, para. 118.

²⁹ *Y. v. Servites de Marie de Québec*, supra note 26, para. 79.

³⁰ *F. v. Frères du Sacré-Cœur*, supra note 8, para. 157.

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[81] Class counsel have devoted more than 2,325 hours to the present case, not counting those still to be performed in connection with the execution of the Transaction and the finalization of the case, which represents, based on the hourly rates of the counsel involved in the case, fees of more than \$1,260,000. If the overall Transaction Fund is \$10,250,000 according to the last level of compensation, Class counsel fees will represent a multiplier of 2.7, which is within the norm generally accepted by the courts, although the mechanical application of this method of analysis should be avoided.³¹

[82] Members who sent e-mails following publication of the pre-approval notices have expressed their appreciation for the work of Class counsel, whose professionalism, empathy and attentiveness they have praised³². Members will also continue to benefit from the assistance of Class counsel in connection with their personal claims.

[83] The fees claimed are justified in the circumstances, taking into account the risks incurred, the complexity of the case, the importance of the class action for the Members, the result obtained by the agreement reached and the sustained efforts made by Class counsel to bring the proceedings to a conclusion and negotiate the Transaction.

[84] Extrajudicial disbursements in the amount of \$15,487.73 are reasonable³³. Legal fees in the amount of \$28,595.61³⁴ will be paid by the City under the terms of the Transaction. Class counsel will reimburse the amounts received as assistance from FAAC, which total \$20,021.97.

[85] In closing, the Tribunal wishes to highlight the work of the parties and their attorneys, who succeeded in inscribing these cases within a reasonable timeframe, taking into account the issues at stake, while respecting the interests of the parties and, above all, of the Members.

FOR THESE REASONS, THE COURT :

As for Transaction:

[86] **APPROVES** the Transaction in its entirety, Exhibit R-1, including the Adjudication Process set forth in Schedule 1 and the Claim Form set forth in Schedule 2;

[87] **DECLARES** that the Transaction is reasonable, fair, adequate and in the best interests of the Members of the Group;

³¹ *A.B. v. Clercs de Saint- Viateur du Canada*, supra, note 7, para. 59 et seq.

³² Exhibit R-6.

³³ Exhibit R-4.

³⁴ Exhibit R-3.

[88] **DECLARES** that upon payment by the Defendants of the Settlement Fund, the Transaction shall be binding upon all Members who have not opted out of the Class Action (including Members who do not submit a claim and those whose claims are rejected by the Adjudicator) and their successors, heirs and beneficiaries;

[89] **ORDERS** the parties to comply with the terms of the Transaction;

[90] **ORDERS** the collective recovery of Eligible Members' claims in accordance with the terms of the Transaction;

[91] **DECLARES** that the Parties released under the terms of the Transaction are the following: Ville de Longueuil, Agence de revenu du Québec, Club Lions de Greenfield Park inc, the Royal Canadian Legion Branch 94, Greenfield Park, General Star Indemnity Company, in its capacity as insurer of the Club Optimiste de Greenfield Park inc. from March 1, 1987 to April 1, 1991, the Club Optimiste de Greenfield Park inc. itself, only for damages which may have been sustained during the period from March 1, 1987 to April 8, 1991, as well as their respective insurers, members, mandataries, representatives, agents, directors, officers, employees, servants, heirs, successors and beneficiaries, at all relevant times;

[92] **DECLARES**, pursuant to paragraph 48 of the Transaction, that in consideration of the performance of the undertakings contained in the Transaction, Plaintiff personally gives on behalf of the Members who have not opted out of the class action (including those Members who will not file a claim and those whose claims will be rejected by the Adjudicator) and their successors, heirs and beneficiaries:

- a. a full, final and definitive release of the Released Parties and waives all rights, rights of action, remedies, claims, demands, contributions, indemnities or damages of any nature whatsoever relating directly or indirectly to the facts and circumstances set forth in the class description or giving rise to this litigation, the exhibits communicated and the allegations contained in the proceedings filed in Court Files 505-06-000024-203 and 505-17-013648-235;
- b. a waiver of solidary liability (and of any obligation in solidum, if applicable) and an express release in respect of the Released Parties. Thus, if the Plaintiff and the Members who have not opted out of the class action subsequently claim damages against persons other than the Released Parties, they may only claim damages up to the amount of the share of liability (solidary or in solidum) of such persons, to the exclusion of the shares of liability of the Released Parties, which shall be assumed by the Plaintiff and the Members who have not opted out of the class action. These shares of liability may be determined by a court of competent jurisdiction, whether or not the Released Parties appear in the proceedings (the "Release").

[93] **APPOINTS** the Honourable Claudette Picard as Adjudicator with all the powers, duties and obligations set out in the Transaction, including the Adjudication Process set out in Schedule 1;

[94] **DECLARES** that the decisions rendered by the Adjudicator in the Adjudication Process are final and without appeal;

[95] **GRANTS** the Adjudicator full immunity under public law in the performance of his duties as Adjudicator and, as such, **DECLARES** that the Adjudicator, having acted in good faith, shall under no circumstances be subject to legal action by any person in connection with his role as Adjudicator;

[96] **FIXES** the Adjudicator's remuneration at \$500.00 per hour;

[97] **DECLARES** that Claimants who wish to file a claim must do so in accordance with the procedures set forth in the Adjudication Process in Schedule 1 of the Transaction and by completing the Claim Form set forth in Schedule 2 of the Transaction;

[98] **DECLARES** that all Claimants' claims must mandatorily be submitted to the Adjudicator no later than six (6) months after the date of publication of the notice informing Members of the judgment approving the Transaction, Exhibit R-7;

[99] **APPROVES** the Notice to Members, Exhibit R-7, and its method of publication;

[100] **DECLARES** that the Tribunal will remain seized of the matter for any question that may be raised by the parties or the Adjudicator as to the implementation of the Transaction;

[101] **AUTHORIZES** the Adjudicator to make payment of claims approved by it in accordance with the terms of the Transaction, including the Adjudication Process;

[102] **RESERVES** to the Fonds d'aide aux actions collectives the right to deduct from any remaining balance the percentage provided for in the *Regulation on the percentage deducted by the Fonds d'aide aux actions collectives*.

[103] **ORDERS** the Plaintiff to diligently report to the Court within the time limits set out in the Transaction on the execution of this judgment and **INDICATE** that the Court remains seized of the execution of the Transaction until it has rendered a closing judgment;

[104] **ORDERS** Class counsel to transmit to the Court and to the Fonds d'aide aux actions collectives the closing report provided for in paragraph 42 of the Transaction, indicating in particular the number and value of eligible claims, the balance of the Net Settlement Fund after distribution, the number and value of uncashed cheques, the

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remainder, if any, the amount to be withdrawn for the Fonds d'aide aux actions collectives, as well as the amount of the balance of the remainder to be paid to an organization, in accordance with sections 59 and 60 of the *Regulation of the Superior Court of Québec in civil matters* (RLRQ, c. 25.01, r. 0.2.1) ;

As for the fees of the Members' attorneys :

[105] **APPROVES** the percentage of fees agreed between Class Counsel and the Plaintiff, in accordance with the Fee Agreement, Exhibit R-2;

[106] **AUTHORIZES** Class Counsel, in accordance with paragraph 16 of the Transaction, to deduct from the Global Settlement Fund, at the End of the Adjudication Process, the percentage of fees agreed to in Exhibit R-2, namely 33 ¹/₃% of the Global Settlement Fund, as well as applicable taxes;

[107] **APPROVES** the legal costs of Class , as per the statement of account submitted as Exhibit R-3;

[108] **ORDERS** the City to pay to Class counsel the sum of \$28,595.61 as legal costs within one (1) month following the End of the Adjudication Process;

[109] **APPROVES** Class counsel's extrajudicial fees and disbursements as per the statement of account submitted as Exhibit R-4;

[110] **AUTHORIZES** Class Counsel to deduct from the Global Settlement Fund, at the End of the Adjudication Process, the said sum of \$15,487.73 as extrajudicial disbursements;

[111] **TAKE ACT OF** the commitment of Class Counsel to reimburse in full the amounts of assistance received from the Fonds d'aide aux actions collectives, namely the sum of \$20,021.97 from the amount of Fees received;

[112] **THE WHOLE** without costs

SUZANNE COURCHESNE, J.C.S.

Me Pierre Boivin
Me Emily Painter
Me Robert Kugler
KUGLER, KANDESTIN LLP
Plaintiff's counsel John Cormier

Me Raphaël Lescop
Me Alexandre Thibault
IMK LLP

Me Frédéric Larose
RIVARD VEZINA LAROSE, CONT. CITY OF LONGUEUIL
Counsel for the defendants Ville de Longueuil

Ms Danika Graziani
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Me Hugues Duguay
Casavant Bédard
Counsel for the intervener General Star Indemnity Company

Hearing date: December 3, 2024

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