

CANADA

SUPERIOR COURT
(Commercial Division)

PROVINCE OF QUEBEC
DISTRICT OF ST-FRANÇOIS

(Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act, R.S.C.
c. C-36, as amended)

N°: 450-11-000167-134

IN THE MATTER OF THE PLAN OF
COMPROMISE OR ARRANGEMENT OF:

**MONTREAL, MAINE & ATLANTIC CANADA
CO. (MONTREAL, MAINE & ATLANTIQUE
CANADA CIE)**

Debtor

and

**RICHTER ADVISORY GROUP INC.
(RICHTER GROUPE CONSEIL INC.)**

Monitor

and

**GUY OUELLET, SERGE JACQUES and
LOUIS-SERGES PARENT**

*Court Appointed Representatives
of the Class Members-PETITIONERS*

MOTION FOR APPROVAL OF CLASS COUNSEL FEES

(Articles 1002, 1025, 1027 and following C.C.P., 63, 65, and 69 R.P.C.S., and 30 and 32
of the *Loi sur les recours collectifs*, L.R.Q., c. R-2.1)

**TO THE HONOURABLE JUSTICE GAÉTAN DUMAS OF THE SUPERIOR COURT,
SITTING IN THE PRESENT CLASS ACTION, IN AND FOR THE JUDICIAL DISTRICT
OF MÉGANTIC, THE PETITIONERS RESPECTFULLY SUBMIT THE FOLLOWING:**

A. INTRODUCTION AND BACKGROUND

1. This is a motion brought by the Court-Appointed Class Representatives for an order approving the counsel fees. Counsel for the court-appointed representatives have spent a considerable amount of time and resources over the past two and a half years, both in the class proceeding and the CCAA proceedings representing the citizens of Lac-Mégantic after the tragic derailment which occurred on July 6, 2013. Counsel for the class representatives has pursued these matters on a contingent basis and are now seeking fees consistent with the retainer agreements in the amount of 25% of the amounts paid to our clients as part of the Amended Plan of Arrangement. No fees have been received by Class Counsel to date;
2. On July 15, 2013, the Petitioners filed a *Motion to Authorize the Bringing of a Class Action and to Ascribe the Status of Representative* (the “**Class Action**”) pursuant to ss. 1002 and following of the *Code of Civil Procedure of Quebec*, R.S.Q., c. C-25 (the “**C.C.P.**”). Thereafter, the Motion to Authorize was amended on July 18, 2013, again on August 16, 2013, on November 1, 2013, on February 19, 2014, and finally on July 7, 2014 (the “**Motion to Authorize**”), the whole as appears more fully from the Court record and from a copy of the *Fifth Amended Motion to Authorize*;
3. The Motion to Authorize alleged that the Respondents, which include the Debtor Company, are solidarily responsible for damages resulting from the train derailment that took place on July 6, 2013 in Lac-Mégantic, Quebec (the “**Train Derailment**”);
4. On August 7, 2013, within weeks of the filing of the Class Action, MMAC commenced proceedings pursuant to the *Companies Creditors Arrangement Act* R.S.C. 1985, c. C-36, as amended (the “**CCAA**”). At the same time, MMAC’s parent company, Montreal, Maine & Atlantic Railway Ltd. (“**MMA**”), filed for bankruptcy protection before the United States Bankruptcy Court in Bangor, Maine (under Chapter 11 of the United States Bankruptcy Code);
5. On August 8, 2013, Gowling Lafleur Henderson LLP (“**Gowling**”), on behalf of MMAC, filed an Amended Petition for the Issuance of an Initial Order (the “**Amended Petition**”) to stay the proceedings in order to file with this Honourable Court, and to submit to its creditors, one or more plans of compromise or arrangement (collectively, the “**Plan**”) in accordance with the CCAA;
6. On August 8, 2013, the Honourable Mr. Justice Martin Castonguay, J.S.C. issued an order (which was amended on August 23, 2013) (the “**Initial Order**”) granting the Amended Petition, appointing Richter Advisory Group Inc. as Monitor of MMAC (“**Richter**” or the “**Monitor**”) and staying the proceedings until September 6, 2013;
7. The Stay Period has been extended from time to time and is currently set to expire on December 15, 2015;
8. On November 1, 2013, a motion was brought by counsel for the court-appointed

representatives seeking to appoint the Petitioners in the Class Action as representatives of the class contemplated therein¹ for the purposes of the CCAA proceedings. By order dated April 4, 2014, amended by further order dated April 27, 2015, the Petitioners were appointed as Class Representatives and Me Daniel Larochelle, Consumer Law Group Inc. (“**CLG**”), and Rochon Genova LLP (together “**Class Counsel**”) and Paliare Roland Rosenberg Rothstein LLP (“**Paliare Roland**”) were appointed as counsel to the Class Representatives (the “**Representation Order**”);

9. Between June 9, 2014 and June 20, 2014, the Motion to Authorize was presented by Class Counsel before the Honourable Mr. Justice Martin Bureau, J.S.C. (the “**Authorization Hearing**”);
10. In light of ongoing negotiations in the CCAA proceedings and, for the purpose of presenting a plan of compromise and arrangement to the creditors of MMAC, on February 20, 2015, with the consent of the Petitioners and Class Counsel, MMAC filed a *Motion for an Interim Stay of the Class Action* pending the disclosure of the List of Released Parties (i.e. Respondents in the Class Action who had opted to contribute to an indemnity fund to be created by a potential CCAA plan) by no later than March 20, 2015. The Motion was granted by this Honourable Court on February 24, 2015;
11. On May 8, 2015, the Honourable Mr. Justice Martin Bureau, J.S.C. authorized the Class Action as against World Fuel (prior to their settlement and the filing of the Amended Plan) and Canadian Pacific Railway Company (“**CP**”), entities to which the Class Action had not been suspended due to their involvement in the present proceeding;
12. Thereafter, several Creditors of MMAC filed motions to authorize the filing of late claims past the Claims Bar Date which had passed on June 13, 2014 and these motions were authorized by this Honourable Court on May 27, 2015;
13. MMAC officially filed its Plan of Compromise and Arrangement on March 31, 2015 and later amended same on June 8, 2015 following a settlement reached with World Fuel Services Inc. and certain related entities (“**World Fuel**”) (the “**Amended Plan**”).
14. With the support of the Plaintiffs and Class Counsel, the Amended Plan was

¹ “All persons and entities residing in, owning or leasing property in, operating a business in or being employed by a person resident in or a business located in Lac-Mégantic, and/or were physically present in Lac-Mégantic, including their estate, successor, spouse or partner, child, grandchild, parent, grandparent and sibling, who have suffered a loss of any nature or kind relating to or arising directly or indirectly from the train derailment that took place on July 6, 2013 in Lac-Mégantic, or any other group to be determined by the Court, other than the Government of Québec and the City of Lac-Mégantic. Excluded from the Class are all persons who timely and validly requested exclusion from such representation by delivering, prior to May 30, 2014, written notice to that effect to the Debtor Company, to the Monitor and to the Class Action Petitioners.”

submitted to MMAC's creditors at the creditors meeting held on June 9, 2015, where it was unanimously approved with 3,879 positive votes representing approximately \$694 million of votes. Not a single creditor voted against the Amended Plan;

15. The Petitioners and all interested parties have agreed to the terms of the Amended Plan, the whole subject to approval by this Honourable Court, without any admission of liability by the Released Parties (Schedule "A" to the Amended Plan) and for the sole purpose of resolving the dispute between the Parties;
16. As part of the CCAA proceedings, all of the Respondents in the Class Action, with the exception of CP (the "**Released Parties**" or the "**Settling Defendants**"), have contributed to a settlement fund that is intended to compensate various groups of stakeholders affected by the Train Derailment, including the Class Members represented by the Plaintiffs, Creditors (as defined in the Amended Plan) who opted-out of that representation, various insurers, and the Province of Québec;
17. This settlement fund (the "**Indemnity Fund**") currently amounts to approximately \$440 million²;
18. On July 13, 2015, this Honourable Court, sitting in for the CCAA file, issued an order approving the Amended Plan (as rectified on August 3, 2015, and amended on October 9, 2015, the "**Canadian Approval Order**");
19. On October 9, 2015, MMA's Plan of Liquidation, which essentially mirrors the Amended Plan in MMA's Chapter 11 proceedings, was confirmed by the United States Bankruptcy Court for the District of Maine;
20. The Canadian Approval Order was recognized and enforced by the United States Bankruptcy Court for the District of Maine on August 26, 2015 (supplemental order issued on October 21, 2015) within the scope of MMAC's Chapter 15 proceedings;
21. On November 16, 2015, this Court rendered an order approving the partial settlement of the class action as was required by the Amended Plan in order for the Amended Plan to be implemented so that funds can be distributed to the victims of the Train Derailment;

B. THE ROLE OF CLASS COUNSEL IN THE CLASS ACTION PROCEEDINGS

22. Class Counsel spent a considerable amount of time from July 2013, immediately following the Train Derailment, through to February 2014, investigating the myriad circumstances which led to the Train Derailment;
23. The Class Action was filed on July 15, 2013 and subsequently was amended four

² This amount will fluctuate with exchange rates to the extent that some of the settlement agreements call for payment in U.S. dollars.

(4) times prior to the Authorization Hearing. Each amendment was preceded by substantial investigation in order to add additional Respondents who were involved in the chain of events which led to the Train Derailment as well as to provide detailed explanations of the complex relationships between the Respondents both in terms of corporate structure as well as their differing roles and responsibilities within the context. The Motion to Authorize was again amended following the Authorization Hearing in order to discontinue the action against certain Respondents resulting from representations made by various parties during the Authorization Hearing;

24. The process of investigation included retaining experienced industry insiders and consulting experts who had in-depth knowledge of the specific Bakken shale liquids, the oil business generally, and the railway transport industry in order to add specifics and particulars to the Class Action;
25. This investigation and the subsequent addition of important groups of Respondents provided a platform upon which the Indemnity Fund could be negotiated and amassed through the CCAA proceedings. While there were also claims filed by the Attorney General of Quebec and the plaintiffs' lawyers in the U.S., many of the major contributing Respondents to the Indemnity Fund were only pursued in the Quebec class proceeding. For instance, Irving Oil and the Federal government had only been sued in the Québec Class Action. Thus, had Class Counsel not spent extensive time and resources investigating and pursuing multiple amendments to the Class Action, the Indemnity Fund may well have been much less formidable;
26. In addition to investigating and amending the Class Action, Class Counsel also spent a significant amount of time preparing for the Authorization Hearing, which included responding to multiple motions to adduce evidence which were brought by various Respondents, preparing for and attending extensive oral cross-examinations, and preparing the written questions requests that were part of these motions to adduce evidence. The motions were heard before Justice Bureau on February 18, 2014 and May 12, 2014. The cross-examinations were conducted in May 2014;
27. Finally, the Authorization Hearing was held from June 9, 2014 and June 20, 2014 and on August 25, 2014. In sum, a very substantial amount of time and resources were devoted by Class Counsel in not only preparing for the present hearing, but also in outlining a road map for the purposes of authorization, against approximately fifty (50) Respondents;
28. After the stay was lifted, as described above, Justice Bureau issued an order on May 8, 2015 authorizing the class action against Respondent World Fuel Services (which subsequently contributed to the Indemnity Fund) and Respondent CP Rail. Class Counsel then filed a Motion to Institute Proceedings against CP Rail which includes all of the allegations of CP Rail's involvement in the Train Derailment. The case against CP Rail in the context of the class action continues under the case

management of Justice Bureau;

C. THE ROLE OF CLASS COUNSEL IN THE CCAA PROCEEDINGS

29. Due to MMAC filing for CCAA protection soon after the Class Action was filed, much of the litigation, subsequent to authorization being granted against all of the major contributors, has occurred through the CCAA proceedings;
30. Class Counsel, on behalf of the Petitioners and Class Members, has been highly involved with the various motions and preparations for ultimate distribution of the Indemnity Fund;
 - i) The Representation Order
31. In an effort to protect the interests of the Class Members, on November 1, 2013, Class Counsel brought a motion seeking to appoint the Petitioners in the Class Action as representatives of the Class for the purposes of the CCAA proceedings (the "**Representation Order**"). This Representation Order provided a structure through which Class Counsel could file claims on behalf of the Class Members as well as negotiate with the other stakeholders and with the Monitor;
32. The Representation Order appointed the Class Representatives as representatives of the Class Members (as defined in Appendix "A" attached to the Representation Order) which, among other things, authorized the Class Representatives to:
 - a) Assist Class Members and their representatives with the completion of their individual proof of claim;
 - b) Deal, on behalf of the Class Members, with government ministries, departments and/or agencies;
 - c) File such proof of claim (in addition to the representative claim on behalf of wrongful death victims) as may be permitted by further order of this Honourable Court; and,
 - d) Seek advice and direction of this Honourable Court in respect of the discharge of their powers, responsibilities and duties;
33. In addition, Class Counsel negotiated for the filing of a Representative Claim on behalf of wrongful death victims who were not represented by US counsel. This was accomplished over the objection of all other parties. This Representative Claim was particularly significant because it allowed for some of the most vulnerable victims of the Train Derailment to be represented and file a claim in order to receive compensation;

ii) The Amended Plan of Arrangement and Compromise

34. For over a year, MMAC, the Monitor, and the Majority Stakeholders being: (a) the Creditors with Government Claims, (b) the Creditors with Wrongful Death Claims, and (c) the Creditors with Bodily Injury and Moral Damage or Property and Economic Damage Claims (the "**Parties**") engaged in numerous and lengthy meetings, discussions, and negotiations all with a view to achieving a mutually-acceptable plan of arrangement and compromise;
35. This process included attendance at several meetings with other stakeholders to negotiate the allocation of settlement funds. Specifically, these negotiations involved improvements to the allocation to the Moral Damage category, which directly benefits the Class Members;
36. On March 31, 2015, following arm's length negotiations between the Parties, the initial Plan of Compromise and Arrangement was achieved;
37. On June 8, 2015, an Amended Plan of Compromise and Arrangement along with revised Schedules A, E and F, was filed with this Court (the "**Plan**");
38. The Indemnity Fund will be distributed on a *pro rata* manner in accordance with the filed claims of the stakeholders. The Class Members mainly fall into the categories of Moral Damages and Property and Economic Damage Claims. In addition, Class Counsel also represents approximately 10% of the Wrongful Death Victims. These categories of Class Members will be compensated as follows:
 - a) Creditors with Wrongful Death Claims: shall receive 24.1% of the Indemnity Fund, which amounts to \$111,216,000 in the aggregate (See Schedule "E" to the Plan),
 - b) Creditors with Bodily Injury and Moral Damage Claims: shall receive 10.4% of the Indemnity Fund, which amounts to \$48,846,000 in the aggregate (See Schedule "F" to the Plan), and
 - c) Creditors with Property and Economic Damage Claims: shall receive 9.0% of the Indemnity Fund. The aggregate amount that these Creditors are to receive is still being determined;
39. In the event that the aggregate amount of the Property and Economic Damage Claims falls below \$75 million, the difference between the distribution of the \$75 million and the actual aggregate value of the Property and Economic Damage Claims will be redistributed as follows:
 - a) An amount of up to \$884,000 to permit a payment of up to \$17,000 to each of the grandparents and grandchildren of the deceased. This will allow the grandparents and grandchildren to be paid out of the Wrongful Death Fund

instead of from the Moral Damages Fund,

- b) An amount that will increase the overall distribution to parents, siblings, grandparents and grandchildren from 5% to 12.5% from the Wrongful Death Fund, and
 - c) The remainder of such funds to be distributed on a *pro rata* basis to the other categories of creditors listed above;
40. Further, Reallocated Dividends in the amount of \$23,292,589 will be reallocated as follows:
- a) Creditors with Wrongful Death Claims shall receive 53.5%,
 - b) Creditors with Bodily Injury and Moral Damage Claims shall receive 26.7%, and
 - c) Creditors with Property and Economic Damage Claims shall receive 20.0%;
- iii) The Filing of Claims and the Additional Claims Motions
41. Prior to the process that was undertaken to file claims, Class Counsel made substantial efforts to obtain proxies on behalf of the class members. These proxies were important because it allowed Class Counsel to file a “placeholder” claim in efforts to protect class members who, for various reasons, may not have been able to file a detailed claim prior to the Claims Bar Date;
42. Class Representatives undertook extensive efforts to reach Lac-Mégantic residents *prior* to the expiry of the claims bar date. In particular:
- a) A mailing was sent out to 3,000 addresses in the city of Lac-Mégantic and its surrounding villages regarding the Claims Process, including advice as to the claims bar date,
 - b) In addition to local counsel, four (4) individuals were hired on a full-time basis to provide information and assistance to the local population in filling out claims forms,
 - c) A website was established to provide information and to provide an online version of the claims forms,
 - d) On April 22, 2014, the Court Appointed Representatives’ counsel, Me Daniel Larochelle, Me Joel Rochon, and Me Jeff Orenstein conducted a press conference attended by RDI, TVA, La Tribune, Journal MRG, Journal L’Écho de Frontenac, Radio-Canada and CTV Montreal, where they detailed the Claims Process,
 - e) The Claims Process was detailed on the Facebook page of the Lac-

Mégantic class action,

- f) Families of known deceased persons were personally notified,
 - g) Calls were made offering information and support to businesspersons, property owners, and commercial and residential tenants in the “zone rouge”,
 - h) A meeting was held on May 15, 2014 with local businesspersons and the Monitor,
 - i) An informational advertisement appeared on local television between April 28 and June 13, 2014,
 - j) A mailing was sent to owners of residential and commercial properties in the “zone rouge” between May 8 and 15, 2014, and
 - k) The claims process, in general, received extensive local and regional newspaper coverage;
43. The result of these efforts was extremely positive: approximately 3,800 claims were filed in a town having a population of less than 5,000 residents;
44. However, in spite of the diligent efforts of the Class Representatives to advise of the claims process, a number of valid claims were not advanced prior to the Claims Bar Date of June 13, 2014;
45. Subsequent to the Claims Bar Date, the Class Representatives brought a motion, seeking authorization to file certain claims which had not been submitted prior to the Claims Bar Date (the “June 2014 Claims”) and seeking directions with respect to a further group of potential additional claims which had not been filed prior to the Claims Bar Date (the “Additional Claims”);
46. This motion was heard on May 20, 2015. At the motion, Class Counsel presented this Honourable Court with individual affidavits sworn by 127 claimants seeking to have their late claims filed;
47. By judgment issued by this Honourable Court on May 27, 2015 (“the May 27 Judgment”), 127 of the June 2014 Claims were allowed to be filed for those claimants who had filed explanatory affidavits;
48. With respect to the relief requested in relation to the Additional Claims, this Court determined that it could not rule on the admissibility of any such future-filed claims, nor could it delegate its discretion in this matter to the Monitor, as the discretion at issue was a non-delegable judicial discretion;
49. Nonetheless, this Honourable Court indicated that if such further claims were

submitted, they would be reviewed according to the relevant criteria;

50. As a result of this ruling, Class Counsel sought to act in an abundance of caution. In an effort to protect Class Members who had been unable to file their claims prior to the Claims Bar Date, the Class Representatives delivered a letter and questionnaire to Class Members for completion. This questionnaire asked that each individual describe the nature of their claims and the reason why they had not submitted a claim prior to the Claims Bar Date. This letter and questionnaire was sent out to approximately 650 individual Class Members;
51. The Class Representatives made no guarantee to these Class Members that they would be able to obtain permission from this Honourable Court to file the Additional Claims, but that they would make best efforts to do so and would bring a motion to this effect;
52. Following the receipt of the detailed questionnaires, draft affidavits were completed. Many telephone interviews were also conducted to gather any missing information. In total, interviews were conducted with 575 individual Class Members in order to determine the particular circumstances of their claims and the reason why their claims had not been submitted in a timely fashion prior to the Claims Bar Date;
53. Draft affidavits were then prepared reflecting the information provided from the questionnaires and the telephone interviews. Appointments were made for these individual Class Members to meet with someone at Me Daniel Larochelle's office who reviewed, in person, the details and circumstances set out in the draft affidavit (including the finalization of the Proof of Claim where applicable) and the affidavit was then finalized and sworn at Me Larochelle's office;
54. In the case of approximately a dozen Class Members residing a substantial distance from Lac Mégantic, a similar process was undertaken. The Class Member would fill out a claim form which would then be reviewed by counsel for accuracy and completeness. Then, an affidavit would be drafted for each Class Member which was to be sworn in front of a commissioner of oaths;
55. Class Counsel brought a motion on behalf of an additional 445 Class Members seeking to have their claims filed. This motion has not yet been heard by this Honourable Court;
56. This process consumed a very substantial amount of time and resources on behalf of Class Counsel as the process of contacting, interviewing, and drafting affidavits for each of these Class Members was extensive. This process was vital to protect the interests of Class Members who were victims of the Train Derailment, but who were for various legitimate reasons, unable to file their claims prior to the Claims Bar Date;

D. APPROVAL OF CLASS COUNSEL FEES

57. Consistent with the Mandate Agreements, Class Counsel is requesting that this Honourable Court approve the contingent Class Counsel fees in an amount equal to 25% of what the claimants represented by Class Counsel are entitled to, plus disbursements and applicable taxes;
58. Class Counsel fees are only payable on the amounts that would be payable directly to Class Members and/or clients. Thus, fees would not be payable through the payments to any class members who have opted-out and/or who are represented by other counsel. According to the Monitor, Class Members would be entitled to the following fees:

Moral Damages	\$10,754,000
Wrongful Death Victims	\$1,385,000
Economic Claims	\$6,711,000
TOTAL	\$18,850,000

59. It should be noted that these amounts do not include any fees relating to the proceeds from the \$25 million XL insurance policy. Early on in this process, Class Counsel agreed it would not seek any fees on that amount, as it deemed that the full amount should be paid directly to Class Members without any reductions and Class Counsel is respecting this commitment;
60. In addition, it is also important to note that the amount payable on the Economic Claims category will very likely be much lower; as it is based on the *maximum* claims value as filed. Class Counsel and the Monitor are now in the process of working cooperatively to determine the value of each of these economic claims, which will likely be much less than the value of the claims as filed. However, at this time, Class Counsel is simply requesting that a 25% fee be applied on the overall amount of the economic loss claims that will be paid out to their clients. This is a simple calculation which can be made by the Monitor at the time of distribution;
61. It should also be noted that Petitioners' counsel will devote additional time to complete the implementation of the settlement and will take on certain other roles such as overseeing the claims administration process, answering Class Members' questions directly and maintaining an updated website to inform Class Members as to the manner and timing of the distribution of settlement proceeds. This additional time will not be submitted to the Court for a fee request and is already contemplated by the amount of fees requested;
62. It is respectfully submitted that the Class Counsel fees are fair, reasonable and justified in the circumstances for the following reasons:
- i) Mandate Agreements with the Petitioners

63. The Petitioners support the fees and disbursements being sought as they are what is provided for in the Mandate Agreements;
64. The Mandate Agreements with the Petitioners provides for Class Counsel fees in the amount of 25% of any amount payable to the Class Members, plus disbursements, plus any applicable taxes. The mandate agreements are attached *en liasse* as **Exhibit CAR-1**;

ii) Fees and Disbursement Expenses Incurred by Class Counsel

65. As of the date of this Motion, the combined dollar value of Class Counsel's unbilled base time in prosecuting this litigation is approximately \$6,337,000.00. The following chart reflects the time expended by each Class Counsel firm in the prosecution of this case up to the date of this Motion. This includes work done for the benefit of the entire Class:

Law Firm	Total Docketed Time to November 24, 2015
Consumer Law Group	\$1,800,000.00
Daniel Larochelle	\$850,000.00
Rochon Genova	\$2,844,000.00
Paliare Roland	\$843,000.00
TOTAL	\$6,337,000.00

66. As of the date of this Motion, Class Counsel has incurred approximately \$973,074.00 in disbursements, which have been reasonably incurred in prosecuting this litigation. These disbursements include fees for consulting experts, and U.S. bankruptcy counsel which were vital to the investigation and prosecution of the claim;

iii) Measure of the Fee Request

67. Class Counsel's fee request can be measured against several generally accepted criteria, including a) a multiple of the base fee; b) a percentage of recovery, and c) the mandate agreement/retainer agreement;

a) Fee as a Multiple of Base Fee

68. The fee requested by Class Counsel at this time represents, at most, a 2.97 times multiplier on the base fee of \$6,337,00.00 incurred by Class Counsel to date, with the anticipated work to be conducted by Class Counsel leading up to its role during the distribution of the recovery to Class Members. However, this is a maximum multiplier and will likely be in the 2.5 multiplier range, or lower once the economic claims have been adjudicated;

b) Fee as a Percentage of Recovery

69. The fees requested by Class Counsel represent 25 percent of the total value of the recovery. The maximum fee to Class Counsel will be approximately \$18,850,000.00, but for reasons stated above will likely be lower; ;

c) Fee Compared to the Retainer/Mandate Agreements

70. The Mandate Agreements entered into by the Petitioners provide for compensation on the basis of a percentage of 25 percent of amounts recovered or on the basis of a 3.5 times multiplier, whichever is higher;

iv) The Experience of Class Counsel

71. The Class Action Petitioners have made arrangements to retain local counsel, namely, Me Daniel Larochelle, as well as counsel experienced in both class action litigation and insolvency proceedings, namely: *Consumer Law Group Inc.*, *Rochon Genova LLP* and insolvency counsel at *Paliare Roland Rosenberg Rothstein LLP* (“*Paliare Roland*”);

72. *Rochon Genova LLP*, based in Toronto, Ontario, has significant experience in complex class action litigation, has acted as lead, or co-lead counsel in several of the largest class actions in Canada. They also have experience representing parties in significant bankruptcy proceedings, including the Nortel and Stelco CCAA proceedings. The biography of *Rochon Genova LLP* is filed in support of present motion as **Exhibit CAR-2**;

73. *Consumer Law Group Inc.* specializes in multifarious class action litigation and has acted as lead, or co-lead counsel in several of the largest class actions in Canada. The biography of Consumer Law Group is filed in support of the present motion as **Exhibit CAR-3**;

74. *Daniel Larochelle*, a local lawyer in Lac-Mégantic, is greatly experienced in commercial and personal injury litigation;

75. *Paliare Roland* has significant experience representing groups in complex insolvency matters. Among others, *Paliare Roland* is acting and has acted as insolvency counsel to: class action plaintiffs in CCAA proceedings commenced by Sino-Forest Corporation and by Poseidon Concepts Corporation, and as counsel to various unions or other employee or retiree groups in the CCAA proceedings commenced by U.S. Steel, Essar Algoma, Fraser Papers, Air Canada, Algoma (No 1 and 2), and Collins & Aikman;

76. Class Counsel also retained an experienced U.S. bankruptcy attorney in Portland, Maine, Bruce Sleeper, or the firm of Jensen Baird Gardner & Henry who acted in the U.S. Chapter 11 proceedings which took place in Bangor and Portland, Maine;

v) The Time Dedicated

77. Over the past two and a half years, Class Counsel has dedicated a huge amount of time to the present file, all without any guarantee of payment. No fees of any kind have been received by Class Counsel on this file;
78. At all times, this litigation was complex, high-risk, and hard-fought. Class Counsel conducted extensive legal and factual research and investigations in support of this claim and participated in and conducted protracted settlement negotiations with the aim of bringing about the best resolution for the Class;
79. Much of the time spent by Class Counsel was in relation to the investigative process which was critical to allowing it to understand which groups of Respondents were necessary to be named as such in the Class Action. The investigative efforts also informed the theories of liability against those groups of Respondents which eventually led to substantial settlements. The theories advanced in the Class Action provided a foundation upon which settlement discussions could and did ultimately proceed;
80. In addition, further work was also undertaken for the Authorization Hearing. In particular, Class Counsel spent significant time and resources preparing the two (2) motions to authorize the filing of additional claims. As explained above, Class Counsel interviewed each individual claimant seeking to have a claim filed, drafted affidavits to explain why their claims had not been submitted in a timely fashion prior to the Claims Bar Date, and met with each claimant to finalize and swear their affidavit;
81. This process consumed a very substantial amount of time and resources on behalf of Class Counsel as personally contacting, interviewing, and drafting affidavits for each of these Class Members understandably was quite protracted;
82. In the CCAA proceeding, the process of finalizing the Amended Plan and the related exhibits was very long and complex and expended the better part of a year. Substantial resources from Class Counsel was marshalled in order to complete the numerous time-consuming tasks relating to the finalization of the Amended Plan including participating directly and indirectly in the many negotiations;
83. Throughout the litigation and settlement process, Class Counsel regularly received communications from Class Members and throughout the case, Class Counsel was on the front line in terms of liaising with Class Members. Me Daniel Larochelle and his staff since the accident occurred personally met with hundreds of clients essentially on a weekly basis. This volume of client contact has continued, essentially unchanged, for the past 2½ years;
84. Further, Class Counsel has been involved in proactive outreach to Class Members through publishing status updates on the firm websites and through publications in the local press, as well as telephone calls, emails, and letters. These various

methods of communication dealt not only with providing critical updates as to the status of the case, but they also invariably also dealt with individual case specific inquiries;

85. It should be recognized that a great deal of work has been undertaken by Class Counsel in an attempt to identify and assemble individual economic loss damage documentation. This has proven to be quite a time-intensive aspect of the file since there are many complex loss-of-income scenarios to consider and the process of gathering all relevant documentation has been very demanding;
86. Class Counsel has also been dealing with clients in relation to their post-traumatic stress disorder (“**PTSD**”) claims and claims of the wrongful death victims’ family members;
87. In terms of the Wrongful Death claims, in-person negotiations have also taken place between the U.S. Plaintiffs’ Attorneys and Class Counsel in Chicago dealing with certain Wrongful Death claimants. Those discussions preceded numerous rounds of telephone discussions in order to come to a landing on the various client representation issues;
88. Further, Class Counsel has been, and will continue to be, in very regular contact with the Monitor, the debtor and their counsel with respect to the ongoing processing of claims and any related future issues. This included numerous in-person meetings in both Montreal and Sherbrooke and multiple conference calls, emails and other correspondence;
89. Class Counsel also participated in a number of in-person meetings with counsel for the Québec government in Montreal and Sherbrooke as part of the collective effort to arrive at a mutually acceptable Amended Plan of Arrangement;
90. In addition, Class Counsel has taken steps to advance the Class Action file, including formalizing the discontinuance of the action against the named Respondents excluding the CP Respondent. That action is currently being case managed by Justice Bureau;

vi) The Difficulties of this Case

91. As discussed above, this is an exceedingly complex action for a number of reasons. The Class Action itself underwent a number of important amendments, each required in order to identify new sets of Respondents and to add precision and substance to the existing claims. These amendments were made possible based on Class Counsel’s analysis of vast amount of information which was uncovered within the first 18 months following the Train Derailment;
92. Matters were complicated by the CCAA proceedings initiated in Québec by MMAC, the parallel bankruptcy protection sought in the form of the Chapter 11 proceedings

initiated in Maine, and by the filing of various complaints on behalf of a large number of wrongful death victims' estates and family members in Chicago, Illinois, which were subsequently the subject of motions to transfer. Beyond this was the presence of a number of defendants domiciled in the United States. As a result, Class Counsel was required to navigate not only the intersection of Canadian insolvency proceedings with the Class Action, but also the intersection of competing claims in both Canadian and US proceedings in competing insolvency cases in which the legal treatment of claims was very different. Class Counsel is not aware of another Canadian mass tort insolvency case involving this level of complexity. Prior cases, such as Sino Forest, Poseidon, the Asset Backed Commercial Paper case, and Muscletech were simpler in that the main proceedings were in Canada, and the foreign proceedings were limited to recognition proceedings pursuant to Chapter 15 of the U.S. Bankruptcy Code or its predecessor provision;

93. Finally, the Québec government had initiated separate proceedings under its Tribunal Administrative de Québec against CP and World Fuel Services. All of these moving parts led to an overall high level of complexity for all of the parties to navigate;
94. Another aspect of complexity relates to the process of understanding the extremely complex interconnectivity as between the various groups of Respondents. In particular, Class Counsel had the task of determining, through their investigations, which parties were involved in chain of events which led to the Train Derailment and at what degree of liability;
95. Had this matter not partially settled, there would have been serious ongoing debate as to whether each Respondent who was released committed any fault and whether their fault, if proven, necessarily exposes their liability to the Class Members. The Respondents have argued in the past and would have continued to argue that they committed no fault and that the Train Derailment occurred through no fault of their own;
96. It goes without saying that this debate would have required all parties to engage additional experts, including those specializing in engineering, train regulations, metallurgy, chemistry, and economics in order to counter each other's claims;
97. A very significant amount of time, energy, and financial resources (such as mandating additional experts) would have been necessary to counter the Respondents' factual and expert evidence, as well as their legal arguments had a resolution not been achieved;

vii) The Importance of the Issue

98. The Train Derailment was an enormous tragedy for the citizens of Lac-Mégantic. The Class Members have had their lives and communities destroyed by the catastrophe. The city and business centre of Lac-Mégantic was destroyed and

members of the community lost their own lives or the lives of loved ones, had to be evacuated from their homes and/or suffered significant property damage. Virtually everyone in the community was affected to varying degrees by the Train Derailment;

99. As mentioned above, both the class action proceeding and the CCAA proceedings have been highly technical, complex and time-consuming. Sophisticated and experienced Class Counsel played an important role in advocating on behalf of the class members, most of whom would not have the time, knowledge or resources necessary to advocate for their own interests in this complex web of various stakeholders;
100. These proceedings were directly related to achieving access to justice for over 5000 citizens of Lac-Mégantic;

viii) The Risk Assumed

101. As is oftentimes the case in class actions, the risk of success or failure is borne entirely by Class Counsel. In the present case, Class Counsel took on the entire case on a contingency basis;
102. This meant that neither the Petitioners nor any Class Members were asked to contribute any fees for the time spent on the files, nor for any of the disbursements made on their behalf by Class Counsel;
103. Further, the Mandate Agreements provides for 25% of all amounts that are received by the Class Members, plus reimbursement of all disbursements, plus applicable taxes;
104. Given that in the case of failure, Class Counsel receives nothing, in the case of success, they should be properly compensated for their efforts and for the financial risk that they have assumed;
105. Dedicated Class Counsel has worked diligently over the past two and a half years to advance this litigation to this point, without any payment for its fees or any guarantee of payment. Substantial resources have had to be allocated to cover disbursements;

ix) The Professional Services are Unusual and Require Specific Expertise

106. There are only a small number of attorneys who take on class action matters in Canada;
107. This type of work requires particular expertise and professionalism;
108. Often, in this type of work, communication with the public is also necessary, (e.g.

by communicating with Class Members, maintaining and updating a website, etc.). This requires the firm to be more proactive to protect the interests of the Class Members;

x) Conclusion

109. In reaching this settlement, Class Counsel engaged in lengthy negotiations. The requested Class Counsel fees and costs reflect the time and disbursements expended by Class Counsel, the complexities of the proceeding and the considerable risk faced by the Petitioners and by Class Counsel, and as such, are fair and reasonable and ought to be approved;

PAR CES MOTIFS, PLAISE AU TRIBUNAL : FOR THESE REASONS, MAY IT PLEASE THIS HONOURABLE COURT TO:

ACCUEILLIR la présente requête;

GRANT the present motion;

APPROUVER le versement aux Procureurs des Requérants des honoraires légaux d'un montant de 25% de relèvement des Membres du Groupe plus taxes applicables et débours au montant de 973,074.00\$;

APPROVE the payment to Class Counsel of its fees and costs in the amount of 25% of Class Member recovery plus applicable taxes and disbursements in the amount of \$973,074.00;

LE TOUT, sans frais.

THE WHOLE, without costs.

LAC-MÉGANTIC, November 24, 2015

(s) Daniel Larochelle

DANIEL E. LAROCHELLE L.L.B.
AVOCAT INC.

Per: Me Daniel E. Larochelle
Attorney for the Court Appointed Class
Representatives

MONTRÉAL, November 24, 2015

(s) Jeff Orenstein

CONSUMER LAW GROUP INC.

Per: Me Jeff Orenstein
Attorney for the Court Appointed Class
Representatives

Toronto, November 24, 2015

(S) Joel P. Rochon

ROCHON GENOVA LLP
Per: Me Joel P. Rochon
Attorneys for the Court Appointed
Representatives

AFFIDAVIT

I, Jeff Orenstein, attorney, practicing my profession at 1030 rue Berri, Suite 102, Montreal, Quebec, H2L 4C3, solemnly affirm:

1. That I am one of the attorneys for the Court Appointed Class Representatives in this matter;
2. That I have taken cognizance of the Motion attached and the facts alleged therein are accurate to the best of my knowledge;
3. That said Motion is made in good faith.

AND I HAVE SIGNED

(s) Jeff Orenstein

Jeff Orenstein

Solemnly affirmed before me at Montreal
this 24th day of November, 2015

(s) Andrew Garonce, #184 895

Commissioner of Oaths
for the judicial district of Montreal

TO: SERVICE LIST

TAKE NOTICE that the present motion will be presentable for adjudication before the Honourable Mr. Justice Gaétan Dumas, J.S.C., of the district of Saint-François, on November 26, 2015 at 10:00am in Courtroom 1 of the Sherbrooke Courthouse.

DO GOVERN YOURSELVES ACCORDINGLY.

LAC-MÉGANTIC, November 24, 2015

(s) Daniel Larochelle

DANIEL E. LAROCHELLE L.L.B.
AVOCAT INC.
Per: Me Daniel E. Larochelle
Attorney for the Court Appointed Class
Representatives

MONTRÉAL, November 24, 2015

(s) Jeff Orenstein

CONSUMER LAW GROUP INC.
Per: Me Jeff Orenstein
Attorney for the Court Appointed Class
Representatives

Toronto, November 24, 2015

(S) Joel P. Rochon

ROCHON GENOVA LLP
Per: Me Joel P. Rochon
Attorneys for the Court Appointed
Representatives

N°: 450-11-000167-134

**SUPERIOR COURT
(Commercial Division)
DISTRICT OF SAINT-FRANÇOIS**

IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF:

**MONTREAL, MAINE & ATLANTIC CANADA CO.
(MONTREAL, MAINE & ATLANTIQUE CANADA CIE), *Debtor Company***

-and-

RICHTER ADVISORY GROUP INC. (RICHTER GROUPE CONSEIL INC.), *Monitor*

-and-

**GUY OUELLET, SERGE JACQUES
and LOUIS-SERGES PARENT,**

Court Appointed Representatives of the Class Members-PETITIONERS

**MOTION FOR APPROVAL OF CLASS COUNSEL FEES
(Articles 1002, 1025, 1027 and following C.C.P., 63, 65, and 69 R.P.C.S., and 30
and 32 of the Loi sur les recours collectifs, L.R.Q., c. R-2.1)**

COPY

Me Daniel E. Larochelle

5031, boulevard des Vétérans
Lac-Mégantic, Québec, G6B 2G4
Téléphone: (819) 583-5683
Télécopieur: (819) 583-5959
Email: info@daniellelarochelle.com

AQ 1602

Me Jeff Orenstein

CONSUMER LAW GROUP INC.
1030 rue Berri, Suite 102
Montréal, Québec, H2L 4C3
Téléphone: (514) 266-7863 ext. 2
Télécopieur: (514) 868-9690
Email: jorenstein@clg.org

BC 4013

RECOURS COLLECTIF

YANNICK GAGNÉ

et

GUY OUELLET

C.

MONTREAL MAINE ATLANTIC RAILWAY LTD., RAIL WORLD, INC., ET AL.

**CONVENTION D'HONORAIRES EXTRAJUDICIAIRES
ET MANDAT PROFESSIONNEL**

1. Je, soussigné, GUY OUELLET, ci-après appelé « le requérant », autorise par les présentes DANIEL E. LAROCHELLE, AVOCAT et CONSUMER LAW GROUP INC. à agir pour moi et à intenter en mon nom et pour le compte des membres du groupe ci-après décrit:

“Tous les sinistrés directs ou indirectes suite au déraillement d'un train appartenant à la Montreal Maine Atlantic dans la Ville de Lac-Mégantic, et résidant dans la province du Québec.”

2. Je consens à ce qu'il soit retenu sur les sommes perçues par mon procureur pour le bénéfice du requérant et des membres du groupe:

a. tout honoraire judiciaire engagé

et

b. tout honoraire extrajudiciaire eu égard le présent recours collectif, soit le montant le plus élevé des calculations suivantes:

(i) un montant égal à vingt-cinq pourcent (25%) du montant total reçu, y inclus les intérêts, de tout source, obtenu par règlement ou jugement ;

ou

- (ii) un montant égal à la multiplication du nombre total d'heures travaillées par les procureurs en fonction de leur taux horaire, qui varient entre \$475 et 775\$ par heure. Ce montant sera multiplié par 3.5 pour arriver au total des honoraires judiciaires.

(Les taux horaires sont révisés sur une base annuelle et des modifications seront portés à l'attention du client)

- c. toutes les taxes applicables sur lesdites montants visés aux paragraphes (a) et (b)

Ces honoraires extrajudiciaires s'étendent aux sommes perçues pour et au nom de tout le groupe vise par le présent recours collectif, et sont en sus des honoraires judiciaires qui pourraient être attribués audit procureur.

Dans l'éventualité où un montant précise n'est pas accordé collectivement, soit par règlement ou jugement, où chaque membre du groupe est compensé pour leur réclamation individuelle, la section b(i) si-dessus sera destiné à lire vingt cinq pourcent (25%) de la valeur totale si chaque membre aurait fait une réclamation.

3. Je reconnait que les frais de mes procureurs representent une compensation juste et raisonnable eu égard les engagements souscrit par ceux-ci dans la poursuite du présent recours collectif.

4. J'autorise au surplus DANIEL E. LAROCHELLE, AVOCAT et CONSUMER LAW GROUP INC. à présenter une demande d'aide financière au *Fonds d'aide aux recours collectifs* pour couvrir les frais, les déboursés et les honoraires judiciaires et extrajudiciaires éventuels et je m'engage à collaborer avec lui aux fins de cette demande d'aide financière pour toute la durée du présent recours collectif.

5. Il est spécifiquement convenu que ni le requérant ni les membres du groupe ne seront tenus d'acquitter ou de payer quelque autres honoraires, frais ou déboursés que ceux visés au paragraphe 2.

6. Dans l'éventualité où le *Fond d'aide aux recours collectifs* refusait d'attribuer une aide financière ou dans l'éventualité où l'aide attribuée était jugée insuffisante, les parties pourront modifier le présent mandat, sans que le représentant ou les membres du groupe n'aient à dépenser ou déboursé quelque argent que ce soit.

7. Les parties s'engagent à aviser par écrit le *Fonds d'aide* de toute modification à la présente.

8. Cette convention entre les requérants et DANIEL E. LAROCHELLE, AVOCAT et CONSUMER LAW GROUP INC. est irrévocable. Dans l'éventualité où le requérant ne souhaite plus continuer à agir comme le représentant des membres, il devra remettre à son procureur un avis écrit de quinze (15) jours. Dans ce cas puis son procureur aura le droit de nommer un nouveau requérant.

SIGNÉ à Lac-Mégantic, le 14 juillet 2013



GUY OUELLET, Requéant



DANIEL E. LAROCHELLE, AVOCAT



CONSUMER LAW GROUP INC.
Per: Me Jeff Orenstein, avocat

RECOURS COLLECTIF
(No 480-06-000001-135)

YANNICK GAGNÉ

et

GUY OULLETTE

et

LOUIS-SERGES PARENT

et

SERGE JACQUES

C.

RAIL WORLD INC. et Al.

**CONVENTION D'HONORAIRES EXTRAJUDICIAIRES
ET MANDAT PROFESSIONNEL**

1. Je, soussigné, LOUIS-SERGES PARENT, ci-après appelé « le requérant», autorise par les présentes DANIEL E. LAROCHELLE, AVOCAT et CONSUMER LAW GROUP INC. à agir pour moi et à intenter en mon nom et pour le compte des membres du groupe ci-après décrit:

“Tous les sinistrés directs ou indirects suite au déraillement d'un train appartenant à la Montreal Maine Atlantic dans la Ville de Lac-Mégantic, et résidant dans la province du Québec.”

2. Je consens à ce qu'il soit retenu sur les sommes perçues par mon procureur pour le bénéfice du requérant et des membres du groupe :

a. Tous honoraires judiciaires engagés;

- b. Tous honoraires extrajudiciaires en relation avec le présente recours collectif, soit un montant égal à 25 pour cent (25 %) de la somme perçue en relation avec le présent recours collectif, de quelque source que ce soit, par transaction, entente ou à la suite d'un jugement,

Ces honoraires extrajudiciaires s'étendent aux sommes perçues pour et au nom de tout le groupe vise par le présent recours collectif, et sont en sus des honoraires judiciaires qui pourraient être attribués audit procureur.

3. Je reconnais que les frais engagés de mes procureurs représentent une compensation juste et raisonnable eu égard aux engagements souscrits par ceux-ci dans la poursuite du présent recours collectif.

4. J'autorise au surplus DANIEL E. LAROCHELLE, AVOCAT et CONSUMER LAW GROUP INC. à présenter une demande d'aide financière au *Fonds d'aide aux recours collectifs* pour couvrir les frais, les déboursés et les honoraires judiciaires et extrajudiciaires éventuels et je m'engage à collaborer avec lui aux fins de cette demande d'aide financière pour toute la durée du présent recours collectif.

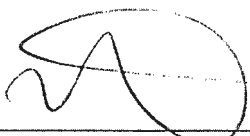
5. Il est spécifiquement convenu que ni le requérant ni les membres du groupe ne seront tenus d'acquitter ou de payer quelque autres honoraires, frais ou déboursés que ceux visés au paragraphe 2.

6. Dans l'éventualité où le *Fond d'aide aux recours collectifs* refusait d'attribuer une aide financière ou dans l'éventualité où l'aide attribuée était jugée insuffisante, les parties pourront modifier le présent mandat, sans que le représentant ou les membres du groupe n'aient à dépenser ou déboursier quelque argent que ce soit.

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SIGNÉ à Lac-Mégantic, le 25 octobre 2013



LOUIS-SERGES PARENT, Requéant



DANIEL E. LAROCHELLE, AVOCAT



CONSUMER LAW GROUP INC.
Per: Me Jeff Orenstein, avocat

RECOURS COLLECTIF
(No 480-06-000001-135)

YANNICK GAGNÉ

et

GUY OULLETTE

et

LOUIS-SERGES PARENT

et

SERGE JACQUES

C.

RAIL WORLD INC. et Al.

**CONVENTION D'HONORAIRES EXTRAJUDICIAIRES
ET MANDAT PROFESSIONNEL**

1. Je, soussigné, SERGE JACQUES, ci-après appelé « le requérant », autorise par les présentes DANIEL E. LAROCHELLE, AVOCAT et CONSUMER LAW GROUP INC. à agir pour moi et à intenter en mon nom et pour le compte des membres du groupe ci-après décrit:

“Tous les sinistrés directs ou indirects suite au déraillement d'un train appartenant à la Montreal Maine Atlantic dans la Ville de Lac-Mégantic, et résidant dans la province du Québec.”

2. Je consens à ce qu'il soit retenu sur les sommes perçues par mon procureur pour le bénéfice du requérant et des membres du groupe :

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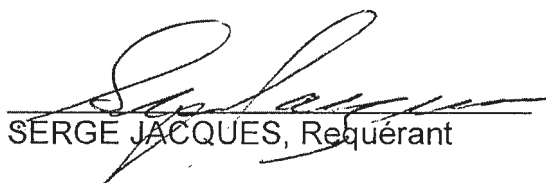
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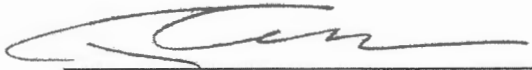
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SIGNÉ à Lac-Mégantic, le 25 octobre 2013


SERGE JACQUES, Requéant

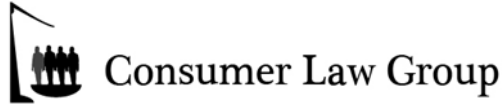


DANIEL E. LAROCHELLE, AVOCAT



CONSUMER LAW GROUP INC.

Per: Me Jeff Orenstein, avocat

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Fax: (416) 479-4487

ABOUT OUR FIRM

Consumer Law Group is a law firm specializing in class action litigation. We represent groups of claimants, primarily aggrieved consumers, who litigate their claims on a class basis in cases in which litigating individual claims separately would be impractical or unfeasible. We have tens of thousands of class members in a variety of class action proceedings, and we have successfully prosecuted or settled numerous claims.

We have worked in collaboration with several class action firms across Canada and the United States on files with a national and international scope.

PRACTICE AREAS

Our complex class action litigation practice focuses mainly on the areas of consumer protection, antitrust, drugs, and product liability. However, we occasionally litigate specific class action cases that fall outside of these main areas.

REPORTED CASES

<i>Ouellet c. Railworld</i> , 2015 QCCS 2418; 2015 QCCS 2002; 2015 QCCS 1774; 2014 QCCS 2937, 2014 QCCS 920, 2014 QCCS 703; 2014 QCCS 32; 2013 QCCS 4651.

<i>Courtemanche c. Honda Motor Co. Ltd.</i> , 2014 QCCS 5478.

<i>Cunning c. FitFlop Ltd.</i> , 2015 QCCS 3562; 2015 QCCS 2186; 2015 QCCS 16; 2014 QCCS 586; 2013 QCCS 1946.

<i>Schachter c. Toyota Canada inc.</i> , 2014 QCCS 802, 2013 QCCS 6105; 2012 QCCA 1463; 2012 QCCS 2411.

<i>Hamilton v. Toyota Motor Sales, USA, Inc.</i> , 2014 ONSC 785.

<i>Petit c. New Balance Athletic Shoe Inc.</i> , 2013 QCCS 3569.

<i>Lambert c. Whirlpool</i> , 2015 QCCA 433; 2013 QCCS 5688; 2012 QCCS 3793; 2012 QCCS 3793.

<i>Albilta c. Apple inc.</i> , 2014 QCCS 5311; 2013, QCCS 2805; 2012 QCCS 6237; 2012 QCCS 1297; 2011 QCCS 7573.
<i>Markus c. Reebok Canada inc.</i> , 2013 QCCS 549; 2012 QCCS 3562.
<i>Corda c. Christopher Todd International Inc.</i> , 2015 QCCS 2029.
<i>Mackie v. Toshiba</i> , 2013 ONSC 5665.
<i>Chagnon c. Crayola Properties Inc.</i> , 2013 QCCS 4694.
<i>Cohen c. LG Chem Ltd.</i> , 2014 QCCS 155
<i>Ben-Eli c. Toshiba of Canada Ltd.</i> , 2010 QCCS 4844.
<i>Royer-Brennan c. Apple Computer Inc.</i> , 2014 QCCS 3581, 2013 QCCS 2219; 2009 QCCS 2720.
<i>9085-4886 Québec inc. c. Visa Canada Corporation</i> , 2014 QCCS 6701; 2012 QCCS 2572.
<i>Rosen c. Gaiam inc.</i> , 2012 QCCS 2553.
<i>Long c. Beiersdorf Canada Inc.</i> , 2012 QCCS 6339.
<i>Blackette c. Research in Motion Ltd.</i> , 2013 QCCS 1138; 2012 QCCS 2743.
<i>Schnurbach c. Full Tilt Poker Ltd.</i> , 2015 QCCS 4496; 2015 QCCS 673; 2013 QCCS 411.
<i>St-Marseille c. Procter & Gamble inc.</i> , 2013 QCCS 5044 ; 2012 QCCS 5419 ; 2012 QCCS 1527.
<i>Tanner c. Nissan Canada inc.</i> , 2012 QCCS 5956.
<i>Miller c. Kaba Ilco Inc.</i> , 2012 QCCS 5852.
<i>Charles c. Boiron Canada inc.</i> , 2015 QCCA 891; 2015 QCCS 312; 2012 QCCS 5955.
<i>Petit c. Sony Computer Entertainment America Inc.</i> , 2012 QCCS 4014.
<i>9085-4886 Québec inc. c. Amex Bank of Canada</i> , 2012 QCCS 3200; 2012 QCCS 1079.
<i>MacMillan c. Abbott Laboratories</i> , 2013 QCCA 906; 2012 QCCS 1684; 2011 QCCS 3749.
<i>Wilkinson c. Coca-Cola Ltd.</i> , 2014 QCCS 2631, 2013 QCCS 1936; 2012 QCCS 2459.
<i>Albilta c. Kimberly Clark inc.</i> , 2011 QCCS 897; 2011 QCCS 14; 2010 QCCS 5196.
<i>Wilson and Shah v. LG Chem et al.</i> , 2014 ONSC 1875.
<i>Sonego c. Laboratoire Expanscience</i> , 2011 QCCS 816; 2011 QCCS 13; 2010 QCCS 5195; 2010 QCCA 1026; 2009 QCCS 6527.
<i>St-Marseille c. GlaxoSmithKline Consumer Healthcare</i> , 2013 QCCS 4856.
<i>Chifoi c. Société des alcools du Québec</i> , 2008 QCCS 3871
<i>Benoit c. Amira Enterprises inc.</i> , 2013 QCCS 4653; 2012 QCCS 351.

REPRESENTATIVE CLASS ACTIONS AND SETTLEMENTS

A) Current Cases

Consumer Law Group is currently representing claimants in over 20 class action lawsuits, including the following:

1. **Lac-Mégantic Class Action.** Consumer Law Group is co-lead counsel in a class action lawsuit against the companies and individuals responsible for the train derailment that occurred in the morning of July 6, 2013, on behalf of individuals and entities in Lac-Mégantic who have suffered a loss of any nature or kind relating to or arising from the derailment.
2. **RIM BlackBerry Outage National Class Action.** Consumer Law Group is lead counsel in a national class action lawsuit against Research in Motion ("RIM") on behalf of individuals who have a BlackBerry smartphone and who paid for a monthly data plan but were unable to access their email, BlackBerry Messenger service ("BBM"), and/or internet for the period of October 11 to 14, 2011. The class action involves RIM's failure to take action to either directly compensate BlackBerry users or to indirectly compensate BlackBerry users by arranging for wireless service providers to refund their customers and to take full responsibility for these damages. On March 19, 2013, the Superior Court of Quebec certified the action as a class proceeding.
3. **Apple iPhone and iPad App Privacy Violation National Class Action.** Consumer Law Group is lead counsel in a national class action lawsuit against Apple and the makers of various applications (Apps) on behalf of individuals who have downloaded the Apps to their iPhones or iPads. The class action litigation involves the intentional interception by these companies of the users' personally identifying information in capturing their devices' unique device ID (the unique identifying number that Apple assigns to each of its iPhones and iPads) and transmits that information along with the devices' location data to third-party advertisers without the users' consent. On June 27, 2013, the Superior Court of Quebec certified the action as a class proceeding.
4. **Takata Airbag Recall National Class Action.** Consumer Law Group is lead counsel in a national class action against Takata and several car makers [Honda, Toyota, Subaru, Nissan, Mazda, Chrysler, Ford, BMW, GM, and Mitsubishi] on behalf of individuals who purchased or leased a defective vehicle that contains an airbag manufactured by Takata. The class action alleges that the car makers manufactured, distributed, and/or sold the Defective Vehicles with airbags which were plagued by serious, pervasive, and dangerous design and manufacturing defects, which place vehicle occupants at risk of serious injury and/or death. In addition, the lawsuit contends that Takata and the car makers failed to disclose, despite longstanding knowledge, that the Takata airbags are defective and predisposed to violent explosion.
5. **Caterpillar C13 and C15 ACERT Diesel Engine National Class Action.** Consumer Law Group is lead counsel in a national class action against Caterpillar on behalf of individuals who purchased and/or leased trucks, buses and other heavy duty vehicles with a model year 2007 through 2011 Caterpillar C13 and/or C15 Advanced Combustion Emission Reduction Technology ("ACERT") diesel engine. The class action alleges that Caterpillar failed to disclose, despite longstanding knowledge, that the ACERT system in the Engines is defective and predisposed to constant failure, including, but not limited to engine derating, shutdown, aftertreatment regeneration devices

plugging, failing and/or clogging, as well as other failures that prevented the engines from properly functioning.

6. ***Sylvania SilverStar, Ultra and XtraVision Automotive Halogen Headlight National Class Action.*** Consumer Law Group is lead counsel in a national class action against Osram Sylvania on behalf of individuals who have purchased premium halogen automotive headlights sold under the brand names SilverStar, SilverStar Ultra, XtraVision, and Cool Blue. The class action involves the deceptive, misleading, false, and unfair advertising of the SilverStar, SilverStar Ultra, XtraVision, and Cool Blue premium halogen automotive headlamps as (i) being brighter, (ii) providing a wider beam, and (iii) enabling the user to see further down the road than standard automotive lighting products. However, Osram Sylvania omits to adequately disclose to consumers that their comparative “studies” are valueless and scientifically unsound.
7. ***Yaz/Yasmin Drug Side Effect Class Action.*** Consumer Law Group is co-counsel in a national class action lawsuit against the makers of the drugs Yaz and Yasmin (drospirenone and ethinyl estradiol), manufactured by Bayer and Berlex, on behalf of individuals who have suffered from a condition known as hyperkalemia (an increase in potassium level in the blood), problems related to the drugs’ diuretic qualities, or problems related to the drugs’ hormonal imbalance. Hyperkalemia, diuretic issues, and hormonal imbalances can lead to several serious health problems, including deep vein thrombosis, heart attacks, stroke, and sudden death.
8. ***Diamond Antitrust National Class Action.*** Consumer Law Group is lead counsel in a Quebec class action lawsuit against De Beers on behalf of individuals who purchased a diamond or purchased any products which contain a diamond since January 1st 1994. The class action is based on De Beers’ longstanding monopolistic power in the diamond industry and its use of this power to artificially restrain trade and increase the price of diamonds by controlling inventory, limiting supply, restricting purchase, and falsely advertising the scarceness of diamonds.
9. ***Diamond Pet Food Salmonella National Class Action.*** Consumer Law Group is lead counsel in a national class action lawsuit against Diamond Pet Foods on behalf of individuals who purchased pet food products that were recalled on certain dates. The class action involves a voluntary recall of certain Diamond Pet Food products due to a Salmonella contamination at its manufacturing plant in South Carolina, which rendered these pet food products unsafe for consumption and necessitated a medical screening test by a veterinarian.
10. ***Western Union Unclaimed Money National Class Action.*** Consumer Law Group is lead counsel in a national class action lawsuit against Western Union on behalf of individuals sent money using Western Union’s Money Transfer Services and whose Western Union transaction was not redeemed within 30 calendar days. The class action involves Western Union employing an unfair policy of holding funds for wire transfer provided by members of the class when Western Union failed to complete the wire transfer and then fails to notify the sender.

11. ***Honda Rear Brake Pads National Class Action.*** Consumer Law Group is lead counsel in a national class action lawsuit against Honda on behalf of individuals who own or lease a 2008, 2009, 2010 Honda Accord or 2009, 2010 Acura TSX and who have had their rear brake pads wear out prematurely. The class action litigation is based on Honda's new Braking System that suffers from a defect that causes excessive force to be applied to the Vehicles' rear wheels. As a consequence of this defect, the Vehicles' rear brake pads wear out and require replacement about every 20,000 to 30,000 kilometres, far more frequently than with a properly functioning braking system. Normally, rear brake pads typically last for 100,000 kilometres or more.
12. ***Fitflop Toning Footwear National Class Action.*** Consumer Law Group is lead counsel in a national class action lawsuit against FitFlop on behalf of individuals who have purchased all past and present men's and women's style sandals, boots, clogs, slippers, and shoes marketed with the company's "Microwobbleboard Technology" (the "Footwear"). The class action involves the deceptive, misleading, false, and unfair advertising of the Footwear's ability to perform several functions, including improving core muscle strength, burning calories, reducing cellulite, reducing lower back strain, etc.
13. ***Avandia Drug Side Effect National Class Action.*** Consumer Law Group is lead counsel in a Quebec class action lawsuit against the makers of the diabetes drugs Avandia, Avandamet, and Avandaryl (rosiglitazone), manufactured by GlaxoSmithKline, on behalf of individuals who have suffered from an adverse cardiovascular event. Adverse cardiovascular events caused by the diabetes drugs Avandia, Avandamet, and Avandaryl (rosiglitazone), include the following: heart attack, stroke, congestive heart failure, death, myocardial ischemia, and chest pains.

B) Successes

Consumer Law Group has achieved a successful resolution of numerous class action claims, including the following:

1. ***Toyota Sudden Acceleration Recall National Class Action.*** Consumer Law Group commenced a class action against Toyota on behalf of individuals who own or lease a Toyota or Lexus vehicle equipped with Electronic Throttle Control System with Intelligence ("ETCS-i"). On August 6, 2013, the parties reached a national settlement, which was subsequently approved by the Courts in Quebec, Ontario, Saskatchewan and Nova Scotia.
2. ***Honda Civic Hybrid False Advertising National Class Action.*** Consumer Law Group commenced a class action against Honda alleging that the fuel economy estimates Honda advertised for the 2003 through 2009 Honda Civic Hybrid could not be achieved under normal driving conditions and that the advertisements were, therefore, false or misleading. The proceedings also alleged that the Integrated Motor Assist battery system in the model years 2006 through 2008 was defective and that a software product update issued by Honda on or about August 2010 adversely affected the performance and fuel efficiency of the vehicles. On August 18, 2014, the parties reached a national settlement, which was subsequently approved by the Court in Quebec.

3. ***Skechers Shape-Ups Shoes National Class Action.*** Consumer Law Group commenced a class action against Skechers on behalf of individuals who have purchased the product Shape-Ups Shoes (“Toning Shoes”). The class action involved the misleading false and/or misleading advertising of the Toning Shoes’ ability to perform certain functions, including promoting weight loss and muscle tone. On December 11, 2013, the parties reached a national settlement, which was subsequently approved by the Court in Quebec.
4. ***Organix Shampoo National Class Action.*** Consumer Law Group commenced a class action against Todd Christopher and Vogue International claiming that its haircare products were misrepresented as being organic. On March 3, 2015, the parties reached a national settlement, which was subsequently approved by the Court.
5. ***Crayola Washable Coloured Bubbles National Class Action.*** Consumer Law Group commenced a class action against Crayola claiming that its 2011 Washable Coloured Bubbles misrepresented the capacity to stain and washable nature. On March 1, 2013, the parties reached a national settlement, which was subsequently approved by the Court.
6. ***Toshiba DLP TV Lamp National Class Action.*** Consumer Law Group instituted class actions in Quebec and Ontario against Toshiba alleging a design defect that causes the lamp unit to last for significantly fewer hours than represented by Toshiba. On September 6, 2012, the parties reached a national settlement, which was subsequently approved by the Courts.
7. ***New Balance Toning Shoes National Class Action.*** Consumer Law Group brought a class action against New Balance relating to certain statements made regarding certain models of its “toning” shoes. On March 26, 2013, the parties reached a national settlement, which was subsequently approved by the Court.
8. ***Vita Coco Coconut Water National Class Action.*** Consumer Law Group commenced a class action alleging that All Market Inc. had misrepresented the characteristics of its Vita Coco coconut water, and more specifically that it: (1) offers less sodium, magnesium, and potassium than stated on its nutritional label, and (2) does not hydrate more effectively than less expensive sports drinks. On September 24, 2012, the parties reached a national settlement, which was subsequently approved by the Court.
9. ***Nivea Good-bye Cellulite National Class Action.*** Consumer Law Group began a class action against Beiersdorf relating to certain statements made regarding the product Nivea Good-bye Cellulite. On September 16, 2012, the parties reached a national settlement, which was subsequently approved by the Court.
10. ***Reebok EasyTone Shoes Class Action.*** Consumer Law Group commenced a class action against Reebok relating to certain statements made regarding certain “toning” shoes and apparel. On May 7, 2012, the parties reached a national settlement, which was subsequently approved by the Court.
11. ***Nivea My Silhouette National Class Action.*** Consumer Law Group instituted a

class action against Beiersdorf relating to certain statements made regarding the product Nivea My Silhouette Slimming & Reshaping Gel-Cream. On September 16, 2012, the parties reached a national settlement, which was subsequently approved by the Court.

12. ***Gaiam BPA-Free Aluminum Water Bottle National Class Action.*** Consumer Law Group commenced a national class action lawsuit against Gaiam on behalf of individuals who purchased a Bisphenol A free (“BPA”) reusable aluminum water bottle. The class action litigation involved the misrepresentation by Gaiam that the reusable aluminum water bottles are BPA-free, when their internal surfaces are lined with an epoxy resin which does contain BPA and that such BPA leaches. On December 12, 2011, the parties reached a national settlement, which was subsequently approved by the Court.
13. ***Yahoo Personals Dating Class Action.*** Consumer Law Group launched a class action lawsuit against Yahoo on behalf of individuals who purchased a membership to the dating websites Yahoo! Personals or Yahoo! Personals Premier. The class action involved Yahoo deliberately and intentionally originating and perpetuates false or non-existent profiles on its website to give the website a much more attractive and functional appearance by falsely representing to have more members than actually exists. On July 21, 2010, the parties reached a settlement, which was subsequently approved by the Court.

FIRM PRINCIPAL – JEFF ORENSTEIN

Consumer Law Group was founded and is headed by Jeff Orenstein. Mr. Orenstein received a Bachelor of Laws (LL.B.) from the University of Montreal (2000) and a Master of Laws (LL.M.) from New York University (2001). Mr. Orenstein was called to the bar in 2002 (Québec) and in 2011 (Ontario). Mr. Orenstein’s practice is devoted primarily to plaintiff’s class action work (consumer protection, antitrust, drugs, and product liability). He has experience with virtually all aspects of class litigation, and he is lead counsel in multiple national and provincial class actions. Mr. Orenstein has appeared numerous times before the Quebec Court of Appeal, the Superior Court of Quebec, the Quebec Court, the Quebec Labour Relations Commission, and Arbitration Boards.

Mr. Orenstein is a Director of the Mount Sinai Hospital Board of Trustees, a Governor on the Board of Governor of the American Association for Justice (AAJ) and an invited member of the prestigious Melvin Belli Society. He holds a certificate in trial skills and deposition skills (National Institute for Trial Advocacy). He has also been a speaker at CLE course given by the Quebec Bar, the AAJ and the Melvin Belli Society.

OTHER COUNSEL

ANDREA GRASS

Ms. Grass received a Bachelor of Commerce (B.Comm.) from Concordia University, John Molson School of Business (2004) and a Bachelor of Civil Law (B.C.L.) and a Bachelor of Common Law (LL.B.) from McGill University (2008). Ms. Grass was called to the bar in 2009 (New York), 2012 (Quebec), 2013 (Ontario), and 2015 (California). Ms.

Grass is a Member of the American Bar Association, the New York Bar Association, the Golden Key Society, and the Garnet Key Society.

DR. JOSEF J. FRIDMAN

Dr. Fridman is a consultant for Consumer Law Group. Dr. Fridman received a Bachelor of Commerce (B.Comm.) from McGill University (1966), a Licentiate in Accounting from McGill University (1968), a Bachelor of Civil Law (B.C.L.) from McGill University (1970) (Gold Medalist and Dean's Honour List), and a Doctorate of Laws (D.C.L.) from McGill University (2005). Dr. Fridman was called to the bar in 1971 (Quebec). Dr. Fridman's areas of practice include corporate, commercial, and securities law, as well as Alternative Dispute Resolution. Dr. Fridman has worked as a Certified Circuit Civil Mediator for the Florida Supreme Court, a Lecturer at the McGill University Faculty of Law, and as a Chief Legal Officer of BCE Inc. and Bell Canada. Dr. Fridman is a former Member of the Quebec Institute of Charter Accountants, and a retired Member of the Institute of Chartered Accountants of Ontario and the Canadian Institute of Chartered Accountants. Dr. Fridman is also an Emeritus Governor of the Quebec Bar Association.

MIRIAM KALIN

Ms. Kalin's experience includes having worked for a large national law firm. Ms. Kalin received a Bachelor of Arts (B.A.) from McGill University (1998) as well as a Bachelor of Civil Law (B.C.L.) and a Bachelor of Common Law (LL.B.) from McGill University (2002). Ms. Kalin was called to the bar in 2005 (Ontario). Ms. Kalin practices class action litigation involving consumer protection, antitrust, drugs and product liability.

HINDY SCHECHTER

Mrs. Schechter received a Bachelor of Science (B.S.) from Coppin State College (1997) in Baltimore, Maryland and a Bachelor of Civil Law (B.C.L.) and a Bachelor of Common Law (LL.B.) from McGill University (2012). She has significant experience working with vulnerable populations and disability advocacy.

ROCHON GENOVA LLP CLASS ACTION TEAM



Joel P. Rochon

Joel Rochon is a partner at *Rochon Genova LLP* and heads the firm's class action practice with emphasis on securities, product liability, consumer goods litigation and aviation. Joel's achievements of note include certification and settlement of *Wilson v. Servier Canada* diet drugs litigation (the first defective drug case to be certified in Canada), defeating Dell's attempt to stay a national class action in favor of arbitration and, most recently, obtaining an appellate ruling granting certification against CI and AIC in the Market Timing litigation. He has served as lead or co-lead counsel on numerous national class actions, including Nortel securities fraud, Maple Leaf Foods, and the CIBC sub-prime securities litigation. Joel was admitted to the Ontario Bar in 1988.



Peter Jervis

Peter Jervis is senior counsel at Rochon Genova LLP. His practice primarily involves securities litigation, class action litigation, complex commercial and financial litigation, and constitutional and administrative law litigation.

He has argued cases and advised clients nationally and has appeared before arbitration panels, administrative tribunals, and trial and appellate courts across the country including the Supreme Court of Canada. Mr. Jervis has also practiced before the securities commissions of a number of provinces and has worked with US counsel on certain litigation issues. He has also acted as counsel on a number of class proceedings dealing with primary and secondary market liability for nondisclosure of material information by public issuers of securities.

Lexpert and other publications consistently recognize him as a "Repeatedly Recommended" lawyer in Securities and Class Actions, and commercial litigation. He has been recognized in Chambers Global as a leading Business Litigation and Dispute Resolution counsel.

He was educated at the University of Toronto, Cambridge University and Queen's University and has a LLM from Osgoode Hall Law School. He lectures frequently in matters dealing with securities litigation and class action litigation.



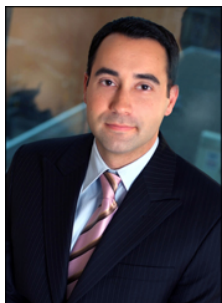
Annelis Thorsen-Cavers

Annelis Thorsen-Cavers is a graduate of the University of Waterloo (B.A., Hons. in Social Development Studies, 1994) and received her LL.B. from the University of Windsor in 1997. Annelis joined *Rochon Genova LLP* in 2002 and focuses her practice on class actions, specifically product liability, personal injury and products liability and consumer protection.

Annelis is a member of the Advocates' Society, where she helped organize a forum on civility in the profession for intermediate members. She is also a member of the Canadian Bar Association.

Annelis has appeared at all levels of court in Ontario, as well as the Ontario Financial Services Commission and since joining Rochon Genova, has been heavily involved with the firm's various class actions, including *Wilson v. Servier Canada Inc.*, *Coleman et al. v. Bayer et al.*, *Boulanger v. Johnson & Johnson*. Annelis is also co-author of *The Emotional Consequences of Personal Injury*, 2nd ed., along with Joel Rochon.

Annelis is fluent in English and French and is committed to various charities, including Amnesty International, Habitat for Humanity, Toronto Hospital for Sick Kids Foundation, Médecins sans Frontières and Foster Parents Plan.



Sakie Tambakos

Sakie Tambakos specializes in class action litigation, with a focus on product liability, securities, personal injury and consumer protection. He joined *Rochon Genova LLP* in 2001 as a Legal Research Assistant and subsequently articulated at the firm before becoming an associate in 2003. Sakie received his LL.B. from Osgoode Hall Law School in 2002, and was called to the Ontario Bar in 2003. Sakie is a member of the Ontario Bar Association, Sports Lawyers Association, the Hellenic-Canadian Lawyers Association and the Osgoode Society for Canadian Legal History

Sakie has been involved in a number of high profile class action cases, including: *Nortel Securities*, *Market Timing*, *Boulanger v. Johnson and Johnson*, *Bayer v. Coleman et al.*, *Ledyit v. Bristol-Myers Squibb et al.*, *Pollack v. Advanced Medical Optics*, *Lavier v. MyTravel Canada Holidays*, *Griffin et al. v. Dell Canada Inc.*

Sakie has co-authored several class action articles, including: *Class Actions in Canada*, ATLA Annual Convention 2005; *Ontario Class Action Developments*, The Canadian Institute. The 6th Annual National Forum on Litigation Class Actions; *The Latest in Canadian Drug Products Liability Cases*, Insight Information. *Drug Safety*, St. Andrew's Club and Conference Centre, Toronto.

Sakie enjoys playing recreational soccer and basketball. He is fluent in English and Greek.



Remissa Hirji

Remissa Hirji is an associate with the firm specializing in civil litigation, including class actions. Remissa joined Rochon Genova LLP in 2011 as an articling student.

Remissa has appeared at all levels of court in Ontario and at the Supreme Court of Canada.

Remissa obtained her Honours Bachelor of Arts from McGill University in 2008 and her J.D. from Queen's University in 2011. She was called to the Bar in June 2012.

During law school, Remissa assisted various professors with research projects, and volunteered at Queen's Legal Aid and Pro Bono Students Canada. Remissa also mooted extensively while she was at Queen's, participating in the Phillip C. Jessup International Moot, and the Gale Cup Moot.



Suzanne Chiodo

Suzanne Chiodo is an associate with the firm specializing in civil litigation, with a primary emphasis on class actions. She joined Rochon Genova in July 2013.

Suzanne received her B.A and M.A. from Oxford University, where she won the Rickards Exhibition Award for second highest standing in her first year class. She obtained her J.D. with Distinction at Western Law, and received the Law Society of Upper Canada prize for graduating near the top of her class. She also won numerous awards and scholarships for academic excellence and contribution to the life of the school, and led a successful effort to establish Western Law's first student-run academic journal. She was called to the Ontario Bar in 2012.

Suzanne clerked for the Honourable Mr. Justice O'Reilly at the Federal Court. She is a member of the Law Society of Upper Canada, the Ontario Bar Association, the Advocates Society and the Osgoode Society for Canadian Legal History. Prior to joining Rochon Genova, she worked at a prominent insurance defence boutique in downtown Toronto.

Suzanne has presented papers to the Ontario Bar Association and the Ontario Human Rights Commission on proposed changes to the Human Rights Code. While at law school, she published several articles with Professors Robert Solomon and Erika Chamberlain on health law and traffic safety. She has also published a top-ranking constitutional law paper on the Social Science Research Network.

Suzanne enjoys community theatre and sings regularly at her church in downtown Toronto. Prior to becoming a lawyer, Suzanne was a journalist and wrote regularly for the Hamilton Spectator as well as other Canadian and UK publications. She speaks advanced French as well as conversational Italian and Turkish.

Michael Wilchesky

Michael Wilchesky is an associate with the firm specializing in civil litigation. His practice focuses on civil sexual and institutional abuse and misconduct claims, Aboriginal rights litigation, securities litigation, employment law and commercial litigation.

Michael obtained his Honours Bachelor of Arts in Psychology from the University of Western Ontario in 2005 and his LL.B. from Osgoode Hall Law School in 2008. Michael was called to the New York State Bar in March of 2009 and to the Ontario Bar in February of 2010.

Prior to joining Rochon Genova, Michael practiced at an international law firm in New York primarily in the areas of corporate finance, securities and commercial law, working with clients on initial public offerings, financial filings, mergers and acquisitions and strategic global investment/expansion strategies. Michael subsequently worked at a boutique law firm in Toronto in the areas of construction law, employment law, and commercial litigation.

Since joining the firm, Michael has enjoyed working in a broad range of practice areas, including civil sexual assault litigation, Aboriginal rights, securities litigation, class actions, commercial law, bankruptcy and estates litigation. In those capacities, he has appeared on numerous motions, trials and appeals at the Ontario Superior Court of Justice, the Divisional Court and the Small Claims Court. He has also represented victims of abuse perpetrated at Indian Residential Schools, through the Independent Assessment Process ("IAP").

Michael has applied his corporate, securities and commercial experience towards some of the firm's major cases in securities litigation, providing ongoing assistance and support throughout the process. By applying his unique perspective and broad range of experience, Michael is able to provide a unique paradigm through which to approach and manage these types of cases.

Lisa Fenech

Lisa Fenech is an associate with the firm specializing in civil litigation, in the area of class actions. Lisa joined Rochon Genova LLP this year.

Lisa received a Bachelor of Arts in Sociology and Women and Gender Studies from the University of Toronto, where she graduated with high distinction in the top 10% of her class. Lisa graduated from Osgoode Hall Law School in 2013 where she was the recipient of the Charles Edward Woodrow award for academic achievement.

During her time at Osgoode Hall, Lisa was enrolled in an intensive program in poverty law at Parkdale Community Legal Services, where she was a caseworker in the housing rights division. During her time at this legal aid clinic, she represented tenants at the Landlord and Tenant Board. Lisa also conducted directed research in intellectual property in the area of copyrights. During her time at Osgoode, she partook in various initiatives; she was a caseworker for Community Legal Aid Services Program (CLASP), shadowed duty counsel at the Ontario Superior Court of Justice, volunteered at the Centre for Spanish Speaking Peoples Legal Aid Clinic and also was Vice President of the Hispanic Osgoode Law Association.

Lisa clerked at the Ontario Superior Court for the justices of the Central East where she conducted extensive research and wrote memoranda on legal issues within the jurisdiction of this court. She also wrote bench memoranda for the Divisional Court.

In her spare time Lisa enjoys running, travelling and spending time with her family.

NOTABLE CLASS ACTION DECISIONS**REPORTED CASES**

<i>Bilodeau v. Maple Leaf Foods Inc.</i> , [2009] OJ No 1006 (Ont Sup Ct)(QL) .
<i>Boulanger v. Johnson & Johnson Corp.</i> , [2002] OJ No 1075 (Ont Sup Ct); [2002] OJ No 2135 (Ont Sup Ct); (2003) 64 OR (3d) 208 (Ont Sup Ct (Div Ct)); (2003), 174 OAC 44 (Ont CA); [2007] OJ No 179 (Ont Sup Ct); [2007] OJ No 1991 (Ont Sup Ct (Div Ct)); [2007] OJ No. 2043 (Ont Sup Ct); [2007] OJ No 2766 (Ont SC).
<i>Chadha v. Bayer Inc.</i> (1999), 45 OR (3d) 29 (Sup Ct); (1999), 43 CPC (4th) 91 (Ont Sup Ct); (1999), 45 OR (3d) 478 (Sup Ct (Div Ct)); (1999), 48 OR (3d) 415 (Sup Ct (Div Ct)); (2001), 54 OR (3d) 520 (Ont Sup Ct (Div Ct)).
<i>Coleman v. Bayer Inc.</i> (2004), 47 CPC (5th) 346 (Ont Sup Ct); 47 CPC (5th) 148 (Ont Sup Ct).
<i>Donnelly v. United Technologies Corp.</i> , [2008] OJ No 271 (Ont Sup Ct); [2008] OJ No 2661 (Ont Sup Ct).
<i>Egglestone v. Barker</i> (2001), 9 CPC (5th) 304 (Ont Sup Ct); (2003), 29 CPC (5th) 296 (Ont Sup Ct); (2003), 38 CPC (5th) 386 (Ont Sup Ct); (2003), 46 CPC (5th) 348 (Ont Sup Ct); [2004] OJ No 5443 (Ont Sup Ct (Div Ct)).
<i>Fischer v. IG Investment Management Ltd.</i> , [2010] ONSC 296, 89 CPC (6th) 205, [2010] OJ No 112; 2010 ONSC 5132, [2010] OJ No 3922; 2010 ONSC 7147, [2010] OJ No 5649; 2011 ONSC 292, 104 OR (3d) 615 (Ont Sup Ct (Div Ct)); 2011 ONSC 292, 104 OR (3d) 615, [2011] OJ No 562; 2012 ONCA 47, 109 O.R. (3d) 498 (Court of Appeal); 2013 SCC 69, [2013] 3 S.C.R.
<i>Frohlinger v. Nortel Networks Corp.</i> (2007), CPC (6th) 62 (Ont Sup Ct).
<i>Green v. Canadian Imperial Bank of Commerce</i> , 2012 ONSC 3637; 2014 ONCA 90; 2014 ONCA 344
<i>Griffin v. Dell Canada Inc.</i> (2009), 72 CPC (6th) 158, 174 ACWS (3d) 52, [2009] OJ No 418; 76 CPC (6th) 173, 177 ACWS (3d) 314, [2009] OJ No 1592; [2009] OJ No 3438 (Ont Sup Ct (Div Ct)); 2010 ONCA 29, 259 OAC 108, 315 DLR (4th) 723; 2010 ONCA 164, [2010] OJ No 857; 2010 ONSC 2560, [2010] OJ No 1799; 29 TLWD 2904-006, [2009] OJ No 1592 (Ont Sup Ct); 29 TLWD 2939-002, [2010] OJ No 177 (Ont CA) (available on QL).
<i>Ledyit v. Bristol-Myers Squibb Canada Inc.</i> (2007), 2007 CarswellOnt 9244 (Ont Sup Ct); 2007 CarswellOnt 9243 (Ont Sup Ct); 58 CPC (6th) 90 (Ont Sup Ct); 2008 ONCA 372, 53 CPC (6th) 209.
<i>Maggisano v. Skyservice Airlines Inc.</i> , [2010] ONSC 7169, [2010] OJ No 5653; 2010 ONSC 6203, [2010] OJ No 4828 (available on QL).
<i>Peter v. Medtronic Inc.</i> (2007), 50 CPC (6th) 133 (Ont Sup Ct); [2008] OJ No 1700 (SCJ); (2008) 55 CPC (6th) 242 (Ont Sup Ct (Div Ct)); 2010 ONSC 3777, 267 OAC 126 (Ont Sup Ct (Div Ct)).
<i>Ragoonanan v. Imperial Tobacco Canada Ltd.</i> (2000), 51 OR (3d) 603 (Sup Ct); [2001] OJ No 4705 (Ont Sup Ct); [2005] OJ No 867 (Ont Sup Ct); [2005] 78 OR (3d) 98 (Ont Sup Ct); [2008] OJ No 1644 (Ont Sup Ct (Div Ct)).

<p>Robinson v. Medtronic Inc (2009), 80 CPC (6th) 87, [2009] OJ No 4366 (Ont Sup Ct); 2010 ONSC 3777, 79 CCLT (3d) 26, 97 CPC (6th) 392, [2010] OJ No 3056; 2010 ONSC 1987, 260 OAC 306, [2010] OJ No 1479; 2010 ONSC 1933, [2010] OJ No 1323; 2010 ONSC 1739, [2010] OJ No 1325; 2011 ONSC 3663, [2011] OJ No 2674 (available on QL).</p>
<p>Whiting v. Menu Foods Operating Limited Partnership, [2007] OJ No 3918 (Ont Sup Ct); (2007) 53 CPC (6th) 124 (Ont Sup Ct).</p>
<p>Williams v. Mutual Life Assurance Co. of Canada (2000), 51 OR (3d) 54 (Sup Ct); (2001) 6 CPC (5th) 194 (Ont Sup Ct).</p>
<p>Wilson v Servier Canada Inc. (2000), 50 OR (3d) 219 (Sup Ct); (2000), 7 CPC (5th) 107 (Ont Sup Ct); (2000), 52 OR (3d) 20 (Sup Ct); [2001] OJ No 1615 (Ont Supt Ct); [2001] OJ No 2880 (Ont Sup Ct); [2001] OJ No 4716 (Ont Sup Ct (Div Ct)); (2001), 20 CPC (5th) 284 (Ont Sup Ct); [2001] OJ No 4626 (Ont Sup Ct); [2001] OJ No 4636 (Ont Sup Ct); [2001] OJ No 4947 (Ont Sup Ct); [2002] OJ No 60 (Ont Sup Ct (Div Ct)); (2002), 58 OR (3d) 753 (Sup Ct); [2002] OJ No 1021 (Ont Sup Ct); (2002), 213 DLR (4th) 751 (Ont Sup Ct); (2002), 59 OR (3d) 656 (Sup Ct); [2002] OJ No 2138 (Ont Sup Ct); [2002] OJ No 3470 (Ont Sup Ct); [2002] OJ No 3722 (Ont Sup Ct); [2002] OJ No 3723 (Ont Sup Ct); [2002] OJ No 3856 (Ont Sup Ct); [2003] OJ No 155 (Ont Sup Ct); (2003), 33 CPC (5th) 345 (Ont Sup Ct); [2003] OJ No 157 (Ont Sup Ct); [2003] OJ No 179 (Ont Sup Ct); [2003] OJ No 280 (Ont Supt Ct); (2005), 252 DLR (4th) 742 (Ont Sup Ct).</p>
<p>Young v. Janssen Ortho Inc. (2003), 169 OAC 158 (Ont CA).</p>

SETTLED CASES

<p>Badali v. 686234 Ontario Ltd. et al.</p> <ul style="list-style-type: none"> April 2006 – Settlement achieved on behalf of individuals who resided at 125 Parkway Forest Drive in Toronto on December 11 and/or 12, 1998 when a carbon monoxide leak occurred at the building
<p>Bilodeau v. Maple Leaf Foods Inc.</p> <ul style="list-style-type: none"> December 2008 – National settlement achieved for approximately \$25 million on behalf of individuals who ingested Maple Leaf Food products possibly contaminated with <i>Listeria monocytogenes</i>
<p>Boulanger. v. Johnson Johnson Corporation et al.</p> <ul style="list-style-type: none"> January 2007 – National class action achieved for approximately \$8.25 million on behalf of users of Prepulsid, a prescription drug taken for gastroesophageal reflux disease, potentially resulting in serious heart conditions
<p>Coleman v. Bayer Inc.</p> <ul style="list-style-type: none"> May 2004 - National settlement on behalf of users of the drug Baycol potentially resulting in increased incidence of rhabdomyolysis
<p>Donnelly et al. v. United Technologies Corporation et al.</p> <ul style="list-style-type: none"> June 2008 - national settlement reached on behalf of owners of certain high-efficiency furnace models resulting in secondary heat exchange failures

<p><i>Frohlinger v. Nortel Networks Corp. (Nortel I and II)</i></p> <ul style="list-style-type: none"> January 2007 - North American wide settlement reached for \$2.5 billion on behalf of investors of Nortel shares who purchased artificially inflated Nortel shares during certain key periods
<p><i>Griffin et al. v. Dell Canada Inc.</i></p> <ul style="list-style-type: none"> May 2011 - National settlement achieved on behalf of owners of Defective Dell Inspiron Notebook computer models 1150, 5100, 5150 and 5160
<p><i>Hamilton v. Toyota Motor Sales, USA, Inc.,</i></p> <ul style="list-style-type: none"> February 2014 - National settlement achieved on behalf of owners of Toyota and Lexus Vehicles following a series of product recalls
<p><i>Lavier v. MyTravel Canada Holidays Inc.</i></p> <ul style="list-style-type: none"> May 2011 - National settlement achieved for \$2.25 million on behalf of all persons who vacationed at the Riu Resorts in Dominican Republic between November 1, 2004 and June 7, 2005 who were exposed to and suffered from an illness resulting from a viral outbreak
<p><i>Ledyit v. Bristol-Myers Squibb Canada Inc.</i></p> <ul style="list-style-type: none"> December 2007 - National class action settlement achieved on behalf of users of Serzone, a pharmaceutical antidepressant medication, linked to liver failure and other liver conditions
<p><i>Maggisano v. Skyservice Airlines Inc.</i></p> <ul style="list-style-type: none"> December 2010 - National class action settlement achieved on behalf of the passengers aboard Skyservice Flight 560 for approximately \$600,000
<p><i>Whiting v. Menu Foods Operating Limited Partnership</i></p> <ul style="list-style-type: none"> December 2008 – North American wide settlement achieved for approximately \$24 million on behalf of pet owners who purchased recalled dog and cat food potentially resulting in kidney failure
<p><i>Wilson et al. v. Servier Canada et al.</i></p> <ul style="list-style-type: none"> March 2005 - National settlement valued at approximately \$45 million on behalf of users of Ponderal and Redux, appetite suppressants to assist with weight loss, potentially resulting in Valvular Heart Disease (“VHD”) and the potentially life threatening Primary Pulmonary Hypertension (“PPH”)