

COUR SUPÉRIEURE

(Action collective)

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

N° : 500-06-000920-187

DATE : 23 octobre 2019

SOUS LA PRÉSIDENCE DE : L'HONORABLE PIERRE-C. GAGNON, J.C.S.

PAUL BENJAMIN

et

ADAM CHARLES BENJAMIN

Demandeurs

c.

CRÉDIT VW CANADA INC.

et

**SOCIÉTÉ DE LOCATION GM FINANCIAL
CANADA LTÉE**

et

TOYOTA CREDIT CANADA INC.

et

HONDA CANADA FINANCE INC.

et

**CORPORATION DE SERVICES FINANCIERS
MERCEDES BENZ CANADA**

et

BMW CANADA INC.

et

SERVICES FINANCIERS NISSAN CANADA

et

CANADIAN DEALER LEASE SERVICES INC.

et

COMPAGNIE DE GESTION CANADIAN ROAD

et

SCI LEASE CORP.

Défenderesses

**ORDONNANCE PRÉLIMINAIRE EN VUE
DU DÉBAT SUR L'APPROBATION DE LA
TRANSACTION AVEC SCI LEASE CORP.**

[1] La demande conjointe du 11 octobre 2019 donne suite à la conclusion, le 1^{er} octobre 2019, d'une transaction entre les demandeurs et l'une des défenderesses, SCI Lease Corp. (la « Transaction SCI »)¹.

[2] Il est demandé d'autoriser l'institution de l'action collective quant à la défenderesse SCI seulement, et uniquement pour fins d'autorisation de la transaction SCI.

[3] Préalablement, des avis doivent être transmis aux membres concernés. Ceux-ci doivent disposer d'un délai adéquat, soit pour s'exclure du groupe des membres, soit pour objecter à la Transaction SCI.

[4] Le Tribunal fixe les échéances suivantes :

- a) pour transmettre les avis à tous les membres concernés : le 29 novembre 2019;
- b) pour transmettre un document d'exclusion : 10 janvier 2020; et
- c) pour transmettre un document d'objection : 10 janvier 2010.

[5] Le Tribunal convoque l'audience sur la demande d'approuver la Transaction SCI au 4 février 2020, à 9 h 30 en salle 2.08 du Palais de justice de Montréal.

POUR CES MOTIFS, LE TRIBUNAL :

[6] **AUTORISE** l'exercice d'une action collective, uniquement pour fins d'approbation d'une transaction, au nom du groupe suivant :

Toutes les personnes physiques, personnes morales de droit privé, sociétés ou associations résidant ou ayant résidé au Québec, qui ont contracté avec SCI un bail de véhicule à long terme et qui se sont vu facturer des frais, à titre de cédant ou de

[6] **AUTHORIZES** the institution of a class action, for the purposes of settlement only on behalf of the following class :

All natural persons, private legal persons, companies or associations residing or having resided in Quebec, who contracted for the long-term lease of a vehicle with SCI and who were charged fees, in the capacity of assignor or assignee, to effect the

¹ Pièce R-1, annexée au présent jugement.

cessionnaire, pour effectuer la cession du bail conclu avec SCI depuis le 5 avril 2015 (le « Sous-Groupe SCI »);

assignment of the vehicle lease contracted with SCI since April 5, 2015 (the "SCI Sub-Class");

[7] **DÉSIGNE** Paul Benjamin et Adam Benjamin à titre de représentants du Sous-Groupe SCI pour les fins de la transaction uniquement;

[7] **APPOINTS** Paul Benjamin and Adam Benjamin as representatives of the SCI Sub-Class for the purposes of settlement only;

[8] **IDENTIFIE** pour les fins de la transaction seulement, la question commune à être traitée collectivement, comme suit :

[8] **IDENTIFIES** for the purposes of settlement only, the common question to be dealt with collectively as follows :

Les Membres du Sous-Groupe SCI ont-ils droit à une compensation pour les frais de cession qui leur ont été facturés par SCI pour effectuer la cession d'un bail à long terme durant la Période visée par l'action collective?

Are the SCI Sub-Class Members entitled to compensation for the Transfer Fees that were charged by SCI to effect the assignment of a long-term vehicle lease during the Class Period?

[9] **ORDONNE** que le présent jugement sera déclaré nul et sans effet advenant que la Transaction SCI est résolue selon ses dispositions et sur demande au Tribunal;

[9] **ORDERS** that the present judgment will be declared null and void in the event that the Settlement Agreement is terminated in accordance with its terms and upon request to this Court;

[10] **FIXE** au 4 février 2020 à 9 h 30 la date d'audition de la demande d'approbation de la Transaction SCI, en salle 2.08 du Palais de justice de Montréal;

[10] **SETS** the hearing date for the application for approval of the Settlement Agreement on February 4, 2020, at 9 :30 a.m. in Room 2.08 of the Montréal Courthouse;

[11] **APPROUVE** la forme et la teneur de l'*Avis d'autorisation d'exercice d'une action collective et d'audience pour approbation d'une entente de règlement*, aux membres du Sous-Groupe SCI, en versions française et anglaise, tel qu'annexé au présent jugement;

[11] **APPROVES** the form and content of the *Notice of settlement of a class action authorization and settlement approval hearing* to SCI Sub-Class Members, in its French and English versions, as appended to this judgment;

[12] **ORDONNE** à la défenderesse SCI Lease Corp. de transmettre tel *Avis* directement à chaque membre du Sous-Groupe SCI, au plus tard le 29 novembre 2019;

[12] **ORDERS** the defendant SCI Lease Corp. to send said *Notice* directly to each SCI Sub-Class Member, no later than November 29, 2019;

[13] **FIXE** l'échéance qui suit concernant les membres du Sous-Groupe SCI :

a) pour transmettre leur avis écrit d'exclusion de l'action collective : le 10 janvier 2020;

b) pour transmettre leur avis écrit d'objection à la Transaction SCI : le 10 janvier 2020;

[14] **ORDONNE** à SCI Lease Corp. de produire au dossier, au plus tard le 14 décembre 2019, une confirmation écrite que l'*Avis* a été transmis tel qu'ordonné ci-haut;

[15] **ORDONNE** aux avocats du Sous-Groupe SCI de faire rapport écrit des avis reçus des membres au plus tard le 20 janvier 2020;

[16] **SANS FRAIS DE JUSTICE.**

[13] **SETS** the following deadline affecting the members of the SCI Sub-Class :

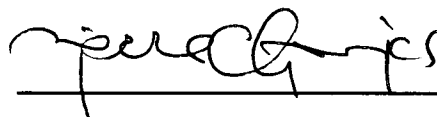
(a) to forward their written notice to opt-out of the class action : January 10, 2020;

(b) to forward their written notice of objection to the SCI Settlement : January 10, 2020;

[14] **ORDERS** SCI Lease Corp. to file in the record, by December 14, 2019 at latest, a written confirmation that the *Notice* was sent as ordered above;

[15] **ORDERS** counsel for the SCI Sub-Class to report in writing to the Court about the notices received from the Members by January 20, 2020 at latest;

[16] **WITHOUT COSTS.**



PIERRE-C. GAGNON, j.c.s.

Me Catherine McKenzie

Me Mounia Aber

IMK

Procureurs des demandeurs

Me Catherine Martin

Me Kristian Brabander

McCARTHY TÉTRAULT

Procureurs pour les défenderesses

Crédit VW Canada inc. et Services financiers

Nissan Canada inc.

Me Nick Rodrigo

DAVIES WARD PHILIPS VINEBERG

Procureurs de la défenderesse

Société de location GM Financial

Canada Itée

Me Yves Martineau

Me Guillaume Boudreau-Simard

STIKEMAN ELLIOTT

Procureurs de la défenderesse

Toyota Crédit Canada Itée

Me Laurence Bich-Carrière

Me Dominique Vallières

LAVERY, DE BILLY

Procureurs de la défenderesse

Honda Canada finance inc.

Me Anthony Franceschini

Me Laurent Nahmiash

INF

Procureurs des défenderesses

Corporation de services financiers Mercedes-Benz

Canada et de Compagnie de gestion Canadian Road

Me Sarah Woods

WOODS

Procureurs de la défenderesse

BMW Canada inc.

Me Jessica Harding

Me Éric Préfontaine

OSLER HOSKIN HARCOURT

Procureurs de la défenderesse

Canada Dealer Lease Services inc.

Me Maya Angenot

Me François-David Paré

NORTON ROSE FULBRIGHT CANADA

Procureurs de la défenderesse

SCI LEASE CORP.

C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

(Class Actions Division)
S U P E R I O R C O U R T

N° 500-06-000888-168

920-187

PAUL BENJAMIN
-and-
ADAM CHARLES BENJAMIN

Applicants

v.

CREDIT VW CANADA INC.
-and-
SOCIÉTÉ DE LOCATION GM FINANCIAL
CANADA LTÉE
-and-
TOYOTA CREDIT CANADA INC.
-and-
HONDA CANADA FINANCE INC.
-and-
CORPORATION DE SERVICES
FINANCIERS MERCEDES BENZ CANADA
-and-
BMW CANADA INC.
-and-
SERVICES FINANCIERS NISSAN CANADA
-and-
CANADIAN DEALER LEASE SERVICES INC.
-and-
COMPAGNIE DE GESTION CANADIAN
ROAD
-and-
SCI LEASE CORP.

Defendants

SETTLEMENT AGREEMENT

- A. **WHEREAS** on or around April 5th, 2018, the Applicant, Paul Benjamin, filed an *Application for Authorization to Institute a Class Action and to be Attributed the Status of Representative Plaintiff* which was later amended on October 4th, 2018 and reamended on February 19th, 2019 (the "**Re-Amended Application for**

Authorization”), seeking permission to institute a class action on behalf of the following groups (the **“Class Action”**):

*All natural persons, private legal persons, companies or associations residing or having resided in Quebec, who contracted for the long-term lease of a vehicle with one of the defendants and who were charged fees, in the capacity of assignor or assignee, to effect the assignment of the vehicle lease since April 5, 2015 (the **“Class”**).*

*All consumers residing or having resided in Quebec, who contracted for the long-term lease of a vehicle with one of the defendants and who were charged fees to effect the assignment of the vehicle lease that were not divulged, in full or in part, in the vehicle lease since April 5, 2015 (the **“Consumer Sub-Class”**).*

*Collectively, the **“Class”** or the **“Class Members”**.*

- B. **WHEREAS** the Class Action is instituted against ten defendants who acted directly, or through affiliated companies, as the lessor of long-term vehicle leases (« **Lease** ») in Québec, (collectively, the **“Defendants”**);
- C. **WHEREAS** SCI Lease Corp. (**“SCI”**), is one of the Defendants;
- D. **WHEREAS** the Applicants allege that the Defendants, including SCI, violated article 1872 of the *Civil Code of Québec* by charging fees to the Class Members to effect the assignment of a Lease (the **“Transfer Fees”**) that exceeded the reasonable expenses resulting from the assignment;
- E. **WHEREAS** on April 24, 2018, SCI filed an *Answer to Summons* stating its intention to contest the Application for Authorization;
- F. **WHEREAS** SCI and the Applicants wish to settle this Class Action without prejudice or admission whatsoever, by way of mutual concessions, pursuant to the terms hereof;

1. Definitions

The following terms are defined for the purposes of this Settlement Agreement, including the Recitals:

- a) **“Applicants”** refers to Paul Benjamin and Adam Benjamin;
- b) **“Approval Order”** means the order of the Court approving this Settlement Agreement;
- c) **“Class Counsel”** refers to the law firm IMK LLP;

- d) “**Class Member**” means a member of the Class that did not exclude themselves in accordance with the provisions of article 580 of the *Code of Civil Procedure*;
- e) “**Class Period**” refers to the period from April 5th, 2015 to July 31, 2019;
- f) “**Class Action**” means the legal proceedings in *Paul Benjamin v. Credit VW Canada inc. et al.* (Court File: 500-06-000920-187), pending in the Superior Court of Quebec, district of Montréal;
- g) “**Court**” means the Superior Court of Québec;
- h) “**Defendants**” refers to all ten defendants in the Class Action;
- i) “**SCI Affidavit**” refers to the affidavit of Alan H. Bird signed on August 19, 2019, and its Exhibits.
- j) “**SCI**” refers to the defendant SCI Lease Corp.
- k) “**SCI counsel**” refers to the law firm Norton Rose Fulbright Canada LLP;
- l) “**SCI Sub-Class Member**” means a Class Member who entered into a Lease with SCI and who was charged Transfer Fees, in the capacity of assignor or assignee, to effect the assignment of the Lease during the Class Period;
- m) “**Final**” means, when used in relation to a judgment or order, the time at which said judgment or order has been entered and all rights of appeal therefrom have been exhausted, such that the judgment or order has acquired the status of *res judicata*;
- n) “**Lease**” means a long-term vehicle lease entered into between a Class Member and one of the Defendants;
- o) “**Lease Transfer Agreement**” refers to the agreement entered into between a Class Member and one of the Defendants to effect the assignment of the Lease;
- p) “**Parties**” means, collectively, the Applicants and SCI;
- q) “**Pre-Approval Notice**” means the *Notice of settlement of a class action authorization and settlement approval hearing* that will be a) substantially in the form of Appendix A hereto and b) approved by the Court;
- r) “**Pre-Approval Order**” means the order of the Court approving the Pre-Approval Notice and authorizing the class action proposed in the Re-Amended Application for Authorization for the sole purpose of settlement;

- s) **"Released Claims"** means any and all claims, demands, rights, liabilities, and causes of action that either of the Applicants, or any SCI Sub-Class Member, has or may have against the Released Persons arising out of or in any way related to the claims asserted in the Class Action;
- t) **"Released Persons"** means SCI and its past and present partners, affiliates and predecessors, successors, assigns, parents, subsidiaries, insurers, officers, directors and employees;
- u) **"Settling Parties"** means, collectively, the Released Persons, the Applicants and all SCI sub-Class Members;
- v) **"Transfer Fees"** means all fees that were charged to the Class Members to effect the assignment of a Lease, whether they were characterized as assignment fees, administrative fees, documentation fees, or otherwise.

2. Recitals and Definitions Included

The Recitals and Definitions form an integral part of this Settlement Agreement.

3. Nullity If Not Approved

If this Settlement Agreement is not approved by the Court or the Settlement Agreement is terminated, it will become null and void, with the exception of paragraphs 4(1), 17 and 18, and will not generate any other rights or obligations either for the Parties or the Class Members; the Settling Parties will be restored to their respective positions in the Litigation before the Settlement Agreement was executed.

4. No Admission of Liability

(1) SCI denies the material factual allegations and legal claims asserted in the Re-Amended Application for Authorization, including any and all charges of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged in the Re-Amended Application for Authorization. Neither the Settlement Agreement, nor anything contained herein, shall be interpreted as a concession or admission of wrongdoing or liability by SCI.

(2) Nonetheless, SCI has concluded that further conduct of the Class Action and associated costs would be disproportionate with the amount of the claims at issue and that it is desirable that the Class Action against SCI be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

5. Application for Pre-Approval Order

The Plaintiff will apply to the Court for the Pre-Approval Order by December 11, 2019.

6. Communication of the Pre-Approval Notice

(1) After the Pre-Approval Order is entered, SCI will email a copy of the Pre-Approval Notice to each SCI Sub-Class Member, where possible, or send the notice by mail where no email address is on file within 30 days of the judgment ordering such notice or on the date fixed by the Court for the sending of such a notice.

(2) The Pre-Approval Notice will inform the SCI Sub-Class Members that the hearing on the approval of the Settlement Agreement will be held on a date to be determined by the Court.

7. Application for Approval Order

Within fifteen (15) days after communication of the Pre-Approval Notices to the SCI Sub-Class Members, the Plaintiff will apply to the Court for the Approval Order and request that the Court:

- a) declare that this Settlement Agreement is fair, reasonable and in the best interests of the SCI Sub-Class Members;
- b) approve this Settlement Agreement and order the Parties and the SCI Sub-Class Members to comply with it;
- c) approve the legal fees to be paid as part of the Settlement Agreement;
- d) order that the cheque in the amount of the Compensation as set forth under section 9 of this Settlement Agreement be sent by mail to the SCI Sub-Class Members within forty-five (45) days after the Approval Order;
- e) declare that the Class Action against SCI is settled out of Court; and
- f) order any other measure it should deem required to facilitate the approval, implementation or administration of this Settlement Agreement.

8. Releases

Upon the Approval Order becoming Final, the Applicants and each of the SCI Sub-Class Members will be deemed to have, and by operation of the Approval Order will have, fully, finally, and forever released, relinquished, and discharged the Released Persons from all Released Claims.

9. Compensation to the SCI Sub-Class Members

(1) Whereas the Applicants allege in the Re-Amended Application for Authorization that SCI has charged Transfer Fees of \$500 to SCI Sub-Class Members to effect the assignment of a Lease during the Class Period;

(2) Whereas the SCI Affidavit alleges that:

- a) SCI charged Transfer Fees of \$500 to all SCI Sub-class Members to effect the assignment of a Lease during the Class Period;
- b) the \$500 Transfer Fees is meant to cover the approximate cost of the actual total cost of effecting the assignment which includes fixed cost per Lease assignment of \$397.11;
- c) during the Class Period, SCI completed 281 lease transfers;

(3) Therefore, as full and final compensation for the Released Claims, each SCI Sub-Class Member will receive a direct payment from SCI in the total amount of **\$103** (the « **Compensation** »), for a total and final amount in Compensation to be paid by SCI to the SCI Sub-Class Members of **\$28,943**.

10. Behavioural Modification

SCI also agrees that it will modify its leases to include language substantially in the following terms:

You [the lessee] recognize that the fees of \$500 represent the reasonable expenses that SCI will incur for the lease transfer. You renounce through this agreement to the possibility of invoking art. 1872 of the Civil Code of Quebec with respect to the transfer fees charged to you by virtue of the present section.

11. Collective Recovery

The Parties agree that the present settlement provides for the collective recovery of the SCI Sub-Class Members' alleged claims.

12. Delivery of Compensation

(1) SCI will directly issue to each SCI Sub-Class Member a cheque in the amount of the Compensation by mail.

(2) The funds remaining from any SCI Sub-Class Members' uncashed cheques six months after they have been mailed will be donated to the Mile End Legal Clinic.

13. Class Counsel Fees and Expenses

(1) SCI agrees to pay Class Counsel, in full and final compensation for its fees, disbursements and judicial cost, the amount of twelve thousand five hundred dollars (\$12,500.00) plus applicable taxes (collectively, "**Class Counsel Fees**") payment of which shall be remitted to Class Counsel within thirty (30) days after the judgment of the Court approving such fees.

(2) Class Counsel will be responsible for filing and presenting an application before the Court requesting payment of its fees.

(3) This Settlement Agreement is in no way conditional upon the approval of Class Counsel's fees by the Court. Any order or proceeding relating to Class Counsel's fees, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Settlement Agreement.

14. Consent to Authorization and Common Issue

(1) SCI consents to authorize the Class Action proposed in the Re-Amended Application for Authorization against SCI, for settlement purposes only. The Parties agree that the authorized Class Action against SCI, subject to the Court's approval, will be based solely on the following common issue:

Are the SCI Sub-Class Members entitled to compensation for the Transfer Fees that were charged to them by SCI to effect the assignment of a long-term vehicle lease during the Class Period?

15. Other Costs

SCI will not be liable to pay any other costs or fees to the Applicants, to SCI Sub-Class Members or to Class Counsel, other than the Compensation and Class Counsel Fees as provided for in this Settlement Agreement.

SCI will assume the costs of sending notices to be made under this Agreement and as ordered by the Court.

16. Cooperation and Best Efforts

The Parties agree to cooperate to the extent reasonably necessary to give effect to and implement all terms and conditions of this Settlement Agreement and to exercise best efforts to fulfil the foregoing terms and conditions of this Settlement Agreement.

17. Negotiated Agreement

The Parties intend the Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Class Action. The Parties agree that the consideration provided to the SCI Sub-Class Members and the other terms of the Settlement Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

18. Not Admissible As Evidence

(1) Neither the Settlement Agreement, nor anything contained herein, nor any of the negotiations or proceedings connected with it, nor any related document, nor any other action taken to carry out the Settlement Agreement shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, regulatory or administrative action or proceeding against the Released Persons.

(2) Notwithstanding the above, the Settlement Agreement may be referred to or offered as evidence in a proceeding to approve or enforce the Settlement Agreement, to defend against the assertion of Released Claims, and as otherwise required by law.

19. Notices

Any notification, request, instruction or other document to be given by one Party to the other (other than class-wide notification) shall be in writing (including email) and transmitted to:

If to the Applicants: c/o M^e Catherine McKenzie
IMK LLP
Place Alexis Nihon | Tower 2
3500 De Maisonneuve Boulevard West, Suite 1400
Montréal, Québec H3Z 3C1
cmckenzie@imk.ca

If to the Defendant: c/o M^e François-David Paré and Maya Angenot
Norton Rose Fulbright Canada LLP
1 Place Ville Marie, 25th floor
Montréal, Québec, H3B 1R1
francois-david.pare@nortonrosefulbright.com;
maya.angenot@nortonrosefulbright.com

20. Jurisdiction of the Superior Court

The Court will retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement Agreement.

21. Governing Law

This Settlement Agreement is a transaction pursuant to sections 2631 and following of the *Quebec Civil Code* and will be construed and enforced in accordance with, and governed by the laws of the Province of Québec.

22. Miscellaneous Provisions

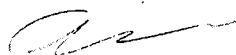
- a) The plural of any defined term in this Settlement Agreement includes the singular, and the singular of any defined term in this Settlement Agreement includes the plural, as the case may be.
- b) All of the Appendices to this Settlement Agreement are material and integral parts hereof and are fully incorporated by this reference.

- c) This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties.
- d) This Settlement Agreement and the Appendices attached constitute the entire agreement among the Parties, and supersedes prior exchanges, oral or in writing, between SCI Counsel and Class Counsel.
- e) Each counsel or other person executing this Settlement Agreement or any of its Appendices on behalf of any Party hereby warrants that such person has the full authority to do so.
- f) This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. A complete set of original counterparts will be filed with the Court.
- g) The Parties hereby acknowledge that they have requested that this Settlement Agreement be drawn in English. *Les Parties reconnaissent avoir exigé que la présente transaction soit rédigée en anglais.*

Signed in _____ on _____, 2019

PAUL BENJAMIN

Signed in Montreal on 2019-10-02, 2019



ADAM BENJAMIN

Signed in _____ on _____, 2019

Name:

Title:

Duly authorized representative of SCI Lease Corp.

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- g) The Parties hereby acknowledge that they have requested that this Settlement Agreement be drawn in English. *Les Parties reconnaissent avoir exigé que la présente transaction soit rédigée en anglais.*

Signed in Monrovia on Oct 2, 2019



PAUL BENJAMIN

Signed in _____ on _____, 2019

ADAM BENJAMIN

Signed in _____ on _____, 2019

Name:
Title:
Duly authorized representative of SCI Lease Corp.

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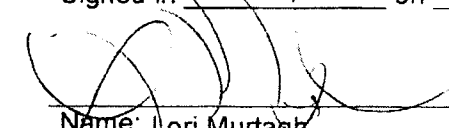
Signed in _____ on _____, 2019

PAUL BENJAMIN

Signed in _____ on _____, 2019

ADAM BENJAMIN

Signed in Markham, Ontario on October 2, _____, 2019



Name: Lori Murtagh
Title: Chief Risk Leader
Duly authorized representative of SCI Lease Corp.

**ACTION COLLECTIVE SUR LES FRAIS DE CESSION D'UN BAIL DE VÉHICULE
PAUL BENJAMIN ET ADAM BENJAMIN c. SCI LEASE CORP. ET AL.
Dossier de Cour n° 500-06-000920-187**

**AVIS D'AUTORISATION D'EXERCICE D'UNE ACTION COLLECTIVE ET
D'AUDIENCE POUR APPROBATION D'UNE ENTENTE DE RÈGLEMENT**

Veillez lire attentivement cet avis, car il pourrait avoir des conséquences sur vos droits.

QUI EST MEMBRE?

Cet avis est destiné à toutes les personnes du Québec qui, entre le 5 avril 2015 et le 31 juillet 2019, se sont vu facturer des frais pour effectuer la cession d'un bail de véhicule à long terme contracté avec SCI Lease Corp. (« **SCI** »).

(les « **Membres du Sous-Groupe SCI** »).

OBJECTIF DU PRÉSENT AVIS :

Le 5 avril 2018, Paul Benjamin et Adam Benjamin (les « **Représentants** ») a institué des procédures (la « **Demande en Autorisation** ») devant la Cour supérieure du Québec (le « **Tribunal** ») afin d'obtenir l'autorisation d'exercer une action collective contre SCI et neuf autres sociétés défenderesses qui ont agi à titre de locateur d'un bail de véhicule à long terme au Québec (les « **Défenderesses** »). Les Représentants demandent l'autorisation d'exercer l'action collective au nom de toutes les personnes qui, depuis le 5 avril 2015, se sont vu facturer des frais pour effectuer la cession d'un bail de véhicule à long terme contracté avec l'une des Défenderesses (les « **Membres du Groupe** »).

Les Représentants allèguent que les défenderesses, incluant SCI, ont enfreint l'article 1872 du *Code civil du Québec* en facturant aux Membres du Groupe des frais de cession qui excèdent les dépenses raisonnables résultant de la cession du bail.

Une entente de règlement a été conclue entre les Représentants et SCI (les « **Parties** ») au nom des Membres du Sous-Groupe SCI (l'« **Entente de Règlement** »). L'Entente de Règlement ne constitue pas une admission de responsabilité de la part de SCI.

Conformément à l'Entente de Règlement, chaque Membre du Sous-Groupe SCI recevra un montant total de 103 \$ pour valoir compensation complète et finale des réclamations alléguées dans l'action collective proposée (la « Compensation »). SCI va émettre un chèque de ce montant à chaque Membre du Sous-Groupe SCI, lequel sera transmis par la poste directement à chaque Membre du Sous-Groupe SCI.

Le 11 octobre 2019, les Parties ont présenté au Tribunal au nom des Membres du Sous-Groupe SCI une demande conjointe pour autorisation d'exercer une action collective à des fins de règlement seulement contre la SCI.

Le 23 octobre 2019, le Tribunal a autorisé les Représentants à instituer une action collective au nom des Membres du Sous-Groupe SCI dans le district judiciaire de Montréal contre SCI, à des fins de règlement seulement, et a identifié la question suivante comme étant la seule à être traitée collectivement :

Les Membres du Sous-Groupe SCI ont-ils droit à une compensation pour les frais de cession qui leur ont été facturés par SCI pour effectuer la cession d'un bail à long terme durant la Période visée par l'action collective?

POUR S'EXCLURE DU SOUS-GROUPE SCI DE L'ACTION COLLECTIVE :

Pour demeurer Membre du Sous-Groupe SCI, vous n'avez rien à faire.

Si vous souhaitez vous exclure du Sous-Groupe SCI, vous devez en aviser le greffier de la Cour supérieure du district de Montréal, avant le **10 janvier 2020**, par courrier recommandé, au 1, rue Notre Dame Est, à Montréal, H2Y 1B6. Tout Membre du Sous-Groupe SCI qui ne s'exclut pas avant la date limite sera lié par les jugements futurs dans l'action du Sous-Groupe SCI, y compris tout jugement approuvant l'Entente de Règlement. Veuillez vous assurer de faire référence au dossier de Cour n° 500-06-000920-187 dans votre correspondance.

AUDIENCE SUR L'APPROBATION DE L'ENTENTE DE RÈGLEMENT :

Le **4 février 2020**, le Tribunal entendra la Demande d'approbation de l'Entente de Règlement et la Demande d'approbation des honoraires des avocats des Représentants (les « **Demandes d'Approbation** »). L'audience se tiendra au **Palais de justice de Montréal**, situé au 1, rue Notre-Dame Est, à Montréal, H2Y 1B6, dans la salle 2.08, à partir de 9 h 30.

Lors de cette audience, le Tribunal déterminera si l'Entente de Règlement est juste, raisonnable, et dans le meilleur intérêt des Membres du Sous-Groupe SCI.

Lors de cette même audience, les avocats des Représentants vont demander l'approbation du Tribunal pour le paiement de leurs honoraires totalisant 12 500 \$ plus les taxes applicables. Ces honoraires n'auront aucun impact sur la Compensation aux Membres du Sous-Groupe SCI.

POUR S'OPPOSER AUX DEMANDES D'APPROBATION :

Si vous désirez faire part de vos commentaires sur l'Entente de Règlement ou vous opposer lors de l'audience aux Demandes d'Approbation ou à la disposition du reliquat des montants de la compensation de la façon prévue à l'Entente de règlement, vous pouvez communiquer vos motifs de contestation par écrit en les transmettant aux avocats des Représentants aux coordonnées ci-dessous, au plus tard le **10 janvier 2020**.

Vous pouvez également assister à l'audience du **4 février 2020**, que vous vous soyez formellement opposé par écrit ou non, et faire part au Tribunal de vos préoccupations.

QUITTANCES ET IMPACTS SUR D'AUTRES PROCÉDURES :

Si l'Entente de Règlement obtient l'approbation du Tribunal, vous serez liés par les termes et conditions de celle-ci, sauf si vous décidez de vous exclure du Sous-Groupe SCI en temps opportun. Cela signifie que vous ne pourrez présenter ou poursuivre aucune autre réclamation ou procédure judiciaire contre la SCI en lien avec les questions soulevées dans les présentes procédures. Si vous choisissez de vous exclure, vous ne pourrez pas bénéficier des avantages prévus à l'Entente de Règlement.

QUESTIONS ET INFORMATION SUPPLÉMENTAIRE :

Vous trouverez les versions intégrales de l'Entente de Règlement et des Demandes d'Approbation à l'adresse internet suivante : <https://imk.ca/paul-benjamin-c-vw-credit-canada-inc/>

Pour toute question concernant l'Entente de Règlement et les Demandes d'Approbation, veuillez communiquer avec l'un des avocats des Représentants :

Me Mouna Aber
IMK SENCRL
Place Alexis Nihon | Tour 2
3500, boul. De Maisonneuve O, bureau 1400
Montréal, Québec H3Z 3C1
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Tel: 514 934-7749
Fax: 514 221-4441

Veillez noter que le présent avis ne contient qu'un résumé des Demandes d'approbation. En cas de conflit entre cet avis et les demandes, les Demandes d'Approbation prévaudront.

CET AVIS A ÉTÉ AUTORISÉ PAR L'HONORABLE PIERRE-C GAGNON, J.C.S.

**VEHICLE LEASE TRANSFER FEES CLASS ACTION
PAUL BENJAMIN AND ADAM BENJAMIN V. SCI LEASE CORP. ET AL.
Court number n° 500-06-000920-187**

**NOTICE OF CLASS ACTION AUTHORIZATION AND
SETTLEMENT APPROVAL HEARING**

Read this notice carefully as it may affect your legal rights.

WHO IS A MEMBER?

This notice is intended for all persons in Québec who, between April 5, 2015 and July 30, 2019, were charged fees to transfer a long-term vehicle lease contracted with SCI Lease Corp. (“**SCI**”) (the “**SCI Sub-Class Members**”).

PURPOSE OF THIS NOTICE:

On April 5th, 2018, Paul Benjamin and Adam Benjamin (the “**Representatives**”) instituted proceedings (the “**Application for Authorization**”) in the Superior Court of Quebec (the “**Court**”) seeking permission to bring a class action against SCI and nine other defendants who acted as the lessor of long-term vehicle leases in Québec (the “**Defendants**”). The Representatives are seeking permission to bring the class action on behalf of all persons in Québec who since April 15, 2015, were charged fees to transfer a long-term vehicle lease contracted with one of the ten Defendants (the “**Class Members**”).

The Representatives allege that the Defendants, including SCI, acted in violation of article 1872 of the *Civil Code of Québec* by charging Class Members transfer fees that exceeded the reasonable expenses resulting from the lease transfer.

A Settlement Agreement has been reached between the Representatives and SCI (the “**Parties**”) for the SCI Sub-Class Members (the “**Settlement Agreement**”). The Settlement Agreement is not an admission of liability on the part of SCI.

Pursuant to the Settlement Agreement, as full and final compensation of the alleged claims in the proposed class action, each Member of the SCI Sub-Class will receive a total amount of \$103 (the “Compensation”). SCI will directly issue to each SCI Sub-Class Member a cheque in this amount, which will be mailed to the Class Members directly.

On October 11, 2019, the Parties presented the Court with a joint application for the SCI Sub-Class Members to authorize the proposed class action against SCI for settlement purposes only.

On October 23, 2019, the Court authorized the Representatives to institute a class action in the judicial District of Montreal on behalf of the SCI Sub-Class Members, for settlement purposes only, and identified the following principal issue to be dealt with collectively:

Are the SCI Sub-Class Members entitled to compensation for the transfer fees that were charged by SCI to effect the assignment of a long-term vehicle lease during the class period?

OPTING OUT OF THE CLASS ACTION:

If you wish to remain a SCI Sub-Class Member, you have nothing to do.

If you wish to opt out of the SCI Sub-Class, you must advise the clerk of the Superior Court for the District of Montreal by registered mail before **January 10, 2020**, at 1 Notre-Dame Street East, Montreal, Quebec, H2Y 1B6. Any SCI Sub-Class Member that does not opt out before the deadline will be bound by judgments to follow in the SCI Sub-Class action, including any judgment approving the Settlement Agreement. Please make sure to refer to file number n° 500-06-000920-187 in your correspondence.

APPROVAL HEARING ON THE SETTLEMENT AGREEMENT:

On **February 4, 2020**, the Court will hear an Application for Approval of the Settlement Agreement and an Application to Approve Class Counsel's Fees (the "**Applications for Approval**"). The hearing will take place at the **Montreal Courthouse** located at 1, rue Notre-Dame East, in Montreal, H2Y 1B6, in Room 2.08, starting at 9:30 am.

At this hearing, the Court will determine whether the Settlement Agreement is fair and reasonable and in the best interests of the SCI Sub-Class Members.

At the same hearing, counsel for the Representatives will ask the Court to approve the payment of \$12,500 for its fees plus applicable taxes. These fees will not be deducted from the Compensation to the SCI Sub-Class Members.

OPPOSING THE APPLICATIONS FOR APPROVAL:

If you wish to comment on the Settlement Agreement or make an objection at the hearing to the Applications for Approval or to the distribution of the remaining amounts of the uncashed compensation in the manner set out in the Settlement Agreement, you can communicate your reasons for contesting in writing by advising counsel below by **January 10, 2020**, at the latest.

You may also attend the hearing on **February 4, 2020**, whether or not you make a formal objection in writing and address the Court with your concerns.

RELEASE OF CLAIMS AND EFFECT ON OTHER PROCEEDINGS:

If the Settlement Agreement receives the Court's approval, you will be bound by the terms of the Settlement Agreement, unless you elect to opt-out of the SCI Sub-Class action in due time. This means that you will not be able to bring or maintain any other claim or legal proceedings against SCI in relation to the matters alleged in these proceedings. If you elect to opt-out, you will not be eligible for any of the benefits of the Settlement Agreement.

ADDITIONAL INFORMATION AND QUESTIONS:

The complete versions of the Settlement Agreement and the Applications for Approval can be found at: <https://imk.ca/en/paul-benjamin-v-vw-credit-canada-inc/>

For any questions concerning the Settlement Agreement and the Applications for Approval, please communicate with the Representatives' counsel:

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1400
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Fax: 514 221-4441

Please be advised that the present notice only contains a summary of the Applications for Approval. In case of conflict between this notice and the applications, the Applications for Approval will govern.

THIS NOTICE WAS AUTHORIZED BY THE HONOURABLE PIERRE-C GAGNON, J.C.S.