

CANADA

SUPERIOR COURT

(Class Action)

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

GERTRUDE GILLICH

Applicant

N° : 500-06-000989-190

-vs-

SCI LEASE CORP.

Defendant

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and among the Applicant Gertrude Gillich, on behalf of herself and the Settlement Class Members, and Defendant SCI Lease Corp (**SCI**), and resolves the Action. Subject to Court approval as required by the *Code of Civil procedure*, and as provided herein, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in this Settlement Agreement and upon the issuance by the Court of a Final Judgement Approving Settlement and the occurrence of the Effective Date, the Action shall be settled and terminated upon the terms and conditions contained herein.

RECITALS

- A. **WHEREAS** on March 14, 2019, the Applicant filed an Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff against various Defendants (the **Application for Authorization**) which asserted claims under the *Consumer Protection Act, CQLR, c. P-40.1* regarding fees paid by consumers in order to exercise their option to purchase their vehicle from the Defendants at the end of their lease (Buyback Fees);
- B. **WHEREAS** on December 20, 2019, the Applicant filed an Amended Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff (the **Amended Application for Authorization**), which asserted similar claims but only against the Defendants Mercedes-Benz West Island and SCI;
- C. **WHEREAS** the Parties have reached the resolution set forth in this Settlement Agreement, providing for, *inter alia*, the settlement of the Action between and among the Applicant, on behalf

of herself and the Settlement Class Members, and SCI on the terms and subject to the conditions set forth below;

- D. **WHEREAS** the Parties have determined that a Settlement of the Action on the terms reflected in this Settlement Agreement is fair, reasonable, and in the best interests of the Parties and the Settlement Class;
- E. **WHEREAS** SCI denies the allegations made by the Applicant in this Action, has not conceded or admitted, shall not be deemed to have conceded or admitted, and expressly denies any liability, including any liability for monetary compensation or compensation in kind to the Settlement Class;
- F. **WHEREAS** the Parties, to avoid a judgment being rendered on the merits of the Action and to avoid any uncertainty as to the judgment that could be rendered, have concluded that it is desirable that the claims in the Action be settled, without admission, on the terms reflected in this Settlement Agreement;
- G. **WHEREAS** sixty-five (65) Settlement Class Members have been identified by SCI and the Parties agree that the most effective method to notify the Settlement Class Members is on an individual basis via the email address on record with SCI, or alternatively, if no email address is on record, by mail.

NOW THEREFORE, this Agreement is entered into by and among the Parties, by and through their respective counsel and representatives, and in consideration of the mutual promises, covenants and agreements contained herein and for value received, the Parties agree that upon the Effective Date, the Action and all Released Claims shall be settled and terminated as between the Applicant and the Settlement Class Members on the one hand, and the Defendant SCI on the other hand, as detailed herein.

1. DEFINITIONS

1.1 As used in this Settlement Agreement and the attached Schedules, the following terms shall have the meanings set forth below, unless this Settlement Agreement specifically provides otherwise:

- (i) **“Action”** means the class action of *Gillich v. SCI Lease Corp. & al* (SC: 500-06-000989-190), but only as it pertains to the Defendant SCI Lease Corp.
- (ii) **“Agreement”** means this Settlement Agreement, including all schedules attached hereto.
- (iii) **“Applicant”** means Gertrude Gillich.

- (iv) **“Award Amount”** means the total amount payable to Settlement Class Members pursuant to the Settlement.
- (v) **“Buyback Fee”** means the fee paid by the Settlement Class Members in order to exercise their option to purchase their vehicle during or at the end of their lease.
- (vi) **“Class Counsel”** means LPC Avocat Inc.
- (vii) **“Class Notice”** or **“Notice”** means the forms of notice to be given to Settlement Class Members informing them about the authorization of the Action and the Settlement Agreement. Copies of the proposed Class Notices are attached respectively as **Schedules A** (English) and **B** (French) and will be submitted to the Court for approval.
- (viii) **“Court”** means the Superior Court of Quebec, district of Montreal, in which the Action was filed and where the Parties will seek approval of the Settlement Agreement.
- (ix) **“Defendant”** means SCI Lease Corp.
- (x) **“Effective Date”** means:
 - (a) If no appeal is taken from the Final Judgement Approving Settlement, thirty-one (31) Days after the issuance of the notice of judgment for the Final Judgement Approving Settlement; or
 - (b) If an appeal is taken from the final Judgement Approving Settlement, the date on which all appellate rights have expired, been exhausted, or been finally disposed of in a manner that affirms the Final Judgement Approving Settlement.
- (xi) **“Final Approval Hearing”** means the hearing to be conducted by the Court on March 30, 2020 or on such other date as the Court may elect to determine the fairness, adequacy, and reasonableness of the Settlement Agreement.
- (xii) **“Final Judgment Approving Settlement”** means the Final Judgement Approving Settlement to be rendered by the Court:
 - (a) Approving the Settlement Agreement as fair, adequate, and reasonable;
 - (b) Discharging the Released Parties of and from all further liability for the Released Claims;

- (c) Permanently barring and enjoining the Releasing Parties from instituting, filling, commencing, prosecuting, maintaining, continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on their behalf, or in any other capacity of any kind whatsoever, any action in any Court, before any regulatory authority or in any other tribunal, forum or proceeding of any kind against the Released Parties that asserts any Released Claims; and
 - (d) Issuing such other findings and determinations as the Court deems necessary and appropriate to implement the Settlement Agreement.
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- (xiii) “**Judgment on Class Notice**” means the judgment to be rendered by the Court with respect to the approval of the Class Notice.
 - (xiv) “**Notice Date**” means February 12, 2020, date by which the Class Notice must be sent to Settlement Class Members;
 - (xv) “**Objection Date**” means March 13, 2020, date by which the Settlement Class Members must file with the Court any objections to the Settlement Agreement.
 - (xvi) “**Opt-Out Date**” means March 13, 2020, date by which a Request for Exclusion must be filed with the Court in order for a Settlement Class Member to be excluded from the Settlement Class.
 - (xvii) “**Parties**” means the Applicant Gertrude Gillich and Defendant SCI Lease Corp.
 - (xviii) “**Request(s) for Exclusion**” means the written communication that must be filed with the Court and received on or before the Opt-Out Date by a Settlement Class Member who wishes to be excluded from the Settlement Class.
 - (xix) “**SCI Counsel**” means Norton Rose Fulbright Canada LLP.
 - (xx) “**Settlement**” means the settlement terms set forth in this Settlement Agreement.
 - (xxi) “**Settlement Class**” and “**Settlement Class Member(s)**” each means all consumers within the meaning of Quebec’s *Consumer Protection Act* who had a vehicle lease agreement with SCI and who, during the Settlement Class Period, paid a fee to exercise their option to purchase their vehicle (Buyback Fee).
 - (xxii) “**Settlement Class Period**” means the period March 14, 2016 to November 24, 2019.

1.2 Other capitalized terms in this Settlement Agreement but not specifically defined in Section 1.1 shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

2. SETTLEMENT RELIEF

2.1 SCI shall reimburse to each Settlement Class Member one hundred percent (100%) of the Buyback Fee paid by the Settlement Class Member during the Settlement Class Period.

2.2 The specific amount reimbursed to each Settlement Class Member will vary between \$31.50 and \$136.50, depending on the Buyback Fee they were charged.

2.3 The cheques reimbursing the Buyback Fees to the Settlement Class Members shall be issued via regular mail by SCI. The accompanying letter to be sent by SCI to the Settlement Class Members shall take the form provided for in **Schedule C** attached hereto and shall be sent by a date to be determined by the Court.

2.4 The Parties agree that the present Agreement provides for the collective recovery of the Settlement Class Members' alleged claims.

3. NOTICE TO THE SETTLEMENT CLASS

3.1 No later than the Notice Date, SCI shall cause the Class Notice (Schedules A and B) to be emailed to the Settlement Class Members, when SCI has those email addresses on record. SCI shall cause the Class Notice to be mailed to the Settlement Class Members when it does not have those Settlement Class Members' emails on record. SCI represents and confirms that it has on record a mailing address for each Settlement Class Member, as well as an email address for most.

3.2 At or prior to the Final Approval Hearing, SCI shall provide Class Counsel and the Court with a confirmation attesting that the Class Notice was sent to the Settlement Class Members, no later than the Notice Date.

3.3 The Class Notice shall also be prominently posted on Class Counsel's website at <https://lpclex.com/buyback/>.

4. OBJECTIONS, REQUESTS FOR EXCLUSION, AND MEDIA COMMUNICATIONS

(a) Objections

4.1 Unless otherwise authorized by the Court, any Settlement Class Member who intends to object to the fairness of the Agreement must do so in writing no later than the Objection Date. The written

objection must be filed with the Court and sent to Class Counsel and/or SCI's Counsel no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action; (b) the objector's name, address, email address, telephone number and, if represented by counsel, the name of his/her counsel; (c) a statement that the objector had a vehicle lease agreement with SCI and, between March 14, 2016 and November 24, 2019, exercised their option to purchase their vehicle during or at the end of their lease; (d) whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (e) the grounds supporting the objection; (f) copies of any documents upon which the objection is based; and (g) the objector's signature.

4.2 Any Settlement Class Member who files and sends a written objection, as described in the preceding section, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Agreement.

4.3 Unless otherwise authorized by the Court, any Settlement Class Member who fails to comply with the above provisions shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments.

(b) Requests for Exclusion (Opt-Out)

4.4 Any Settlement Class Member may request to be excluded from the Settlement Class. A Settlement Class Member who wishes to opt out of the Settlement Class must do so by sending to the clerk of the Superior Court at the Montreal Courthouse and to Class Counsel a written Request for Exclusion that is received no later than the Opt-Out Date. The Request for Exclusion must be personally signed by the Settlement Class Member requesting exclusion, include his or her email and mailing address, and contain a clear request to be excluded from the Settlement Class.

4.5 Any Settlement Class Member who does not file a timely written Request for Exclusion shall be bound by all subsequent proceedings, orders and the Final Judgement Approving Settlement in the Action.

4.6 Any Settlement Class Member who properly requests to be excluded from the Settlement Class shall not: (a) be bound by any orders or judgments entered in the Action; (b) be entitled to receive any amount from this Settlement, or be affected by the Agreement; (c) gain any rights by virtue of the Agreement; and (d) be entitled to object to any aspect of the Agreement.

5. RELEASES

- 5.1 The Agreement shall be the sole and exclusive remedy for any and all Released Claims of all Releasing Parties against all Released Parties. No Released Party shall be subject to liability of any kind to any Releasing Party with respect to any Released Claim. Upon the Effective Date, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim against any Released Party in any court or any forum.
- 5.2 The following terms have the meanings set forth herein:
- (i) **“Released Claims”** means any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature that could reasonably have been, or in the future might reasonably be asserted by the Applicant or Settlement Class Members or the Releasing Parties either in the Action or in any action or proceeding in this Court or in any other court or forum, against the Released Parties, including damages, costs, expenses, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity arising out of or relating to legal claims made by the Applicant or Settlement Class Members or the Releasing Parties arising out of or relating to the allegations in the Action, as they relate to the Settlement Class Period.
 - (ii) **“Released Parties”** means SCI, including all of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, insurers, representatives, licensees, licensors, subrogees and assigns.
 - (iii) **“Releasing Parties”** means the Applicant and each and every Settlement Class Member, including each of their respective spouses, executors, representatives, heirs, successors, bankruptcy trustees, guardians, agents, and assigns, and all those who claim through them or who assert claims for relief on their behalf.
- 5.3 On the Effective Date, each Releasing Party shall be deemed to have released and forever discharged each of the Released Parties of and from any and all liability for any and all Released Claims.
- 5.4 On the Effective Date, each of the Released Parties shall be deemed to have released and forever discharged each of the Releasing Parties and their respective counsel, including Class Counsel, for all claims arising out of or relating to the institution, prosecution and resolution of the Action, except to enforce terms and conditions contained in this Settlement Agreement.

5.5 The Parties agree that the Court shall retain exclusive and continuing jurisdiction to interpret, apply and enforce the terms, conditions, and obligations under the Settlement Agreement, including managing any ancillary matters that may arise from this Settlement Agreement.

6. FONDS D'AIDE AUX ACTIONS COLLECTIVES (CLASS ACTION FUND IN QUÉBEC)

6.1 This Settlement is subject to the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives* (R.S.Q., c. F-3.2.0.1.1, r. 2), the *Act Respecting the Fonds d'aide aux actions collectives* (R.S.Q., F-3.2.0.1.1) and the *Code of Civil Procedure* (R.S.Q., c. C-25.01). Any amounts that could be payable to the *Fonds d'aide aux actions collectives* would be deducted from the Award Amount.

7. FINAL JUDGMENT APPROVING SETTLEMENT

7.1 This Agreement is subject to and conditional upon the issuance by the Court of the Final Judgment Approving Settlement that grants final approval of the Agreement, and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder.

8. REPRESENTATIONS AND WARRANTIES

8.1 SCI represents and warrants: (1) that it has the requisite corporate power and authority to execute, deliver and perform the Agreement and to consummate the transactions contemplated hereby; (2) that the execution, delivery and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of SCI; and (3) that the Agreement has been duly and validly executed and delivered by SCI and constitutes its legal, valid and binding obligation.

8.2 The Applicant represents and warrants that she is entering into the Agreement on behalf of herself individually and as representative of the Settlement Class Members, of her own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. The Applicant represents and warrants that she has reviewed the terms of the Agreement in consultation with Class Counsel and believes them to be fair and reasonable.

8.3 The Parties warrant and represent that no promise, inducement or consideration for the Agreement has been made, except those set forth herein. No consideration, amount or sum paid, accredited, offered, or expended by Defendant in its performance of this Agreement constitutes a fine, penalty, punitive damage, or other form of assessment for any claim against it.

9. NO ADMISSIONS, NO USE

- 9.1 The Agreement and every stipulation and term contained in it is conditional upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this Agreement shall not be: (a) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by the Applicant, Defendant, any Settlement Class Member or Releasing Party or Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party; or (b) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission of any liability, fault or wrongdoing, or in any way referred to for any other reason, by the Applicant, Defendant, any Releasing Party or Released Party in the Action or in any other civil, criminal or administrative action or proceeding other than such proceedings as may be necessary to effectuate the provisions of the Agreement.

10. MISCELLANEOUS PROVISIONS

- 10.1 **Entire Agreement:** The Agreement, including all Schedules hereto, shall constitute the entire agreement among the Parties and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of the Agreement. The Agreement may not be changed, modified, or amended except in a writing signed by Class Counsel and SCI's Counsel and, if required, approved by the Court. The Parties contemplate that the Schedules to the Agreement may be modified by subsequent agreement of SCI's Counsel and Class Counsel, or by the Court. The Parties may make non-material changes to the Schedules to the extent deemed necessary, as agreed to in writing by all Parties.
- 10.2 **Governing Law and Jurisdiction:** The Agreement shall be construed under and governed by the laws of the Province of Quebec, Canada, applied without regard to conflict of laws provisions. The Parties hereby submit themselves exclusively to the Courts of the Province of Quebec, District of Montreal, concerning any and all matters related to the interpretation or application of this Agreement.
- 10.3 **Execution in Counterparts:** The Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures scanned to PDF and sent by e-mail shall be treated as original signatures and shall be binding.

10.4 **Notices:** Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by email to:

(a) If to Class Counsel:

Mtre. Joey Zukran

jzukran@lpclex.com

5800, Cavendish Boulevard, Suite 411

Montreal, Quebec, H4W 2T5

(b) If to SCI:

Mtre. Maya Angenot

maya.angenot@nortonrosefulbight.com

[1 Place Ville Marie, Suite 2500](#)

[Montreal, Quebec H3B 1R1](#)

10.5 **Good Faith:** The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

10.6 **Binding on Successors:** The Agreement shall be binding upon, and enure to the benefit of the heirs, successors and assigns of the Released Parties.

10.7 **Arms' Length Negotiations:** The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto, SCI's Counsel and the Class Counsel. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.

10.8 **Waiver:** The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.

10.9 **Variance:** In the event of any variance between the terms of this Agreement and any of the Schedules hereto, the terms of this Agreement shall control and supersede the Schedule(s).

- 10.10 **Schedules:** All Schedules to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.
- 10.11 **Modification in Writing:** This Agreement may be amended or modified only by written instrument signed by Class Counsel and SCI's Counsel. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.
- 10.12 **Integration:** This Agreement represents the entire understanding and agreement among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings related to the subject matter of this Agreement. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or undertaking concerning any part or all of the subject matter of this Agreement has been made or relied upon except as set forth expressly herein.
- 10.13 **Retain Jurisdiction:** The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the agreement embodied in this Agreement.
- 10.14 **Language:** The Parties acknowledge that they have required and consented to this Agreement and all related documents be drafted in English. *Les Parties reconnaissent avoir exigé et consentie à ce que la présente convention et tous les documents connexes soient rédigés en anglais.*
- 10.15 **Translation:** Nevertheless, a French translation of the Agreement is available. In the event of any dispute as to the interpretation or application of this Agreement, the English version shall govern.
- 10.16 **Transaction:** The present Agreement constitutes a transaction in accordance with Articles 2631 and following of the C.C.Q., and the Parties hereby renounce to any errors of fact, of law and/or calculation.
- 10.17 **Recitals:** The recitals to this Agreement are true and form part of the Agreement.
- 10.18 **Authorized Signatures:** Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Parties identified above and their law firms.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties hereto, Class Counsel and SCI's Counsel have executed this Agreement as of the date set forth below.

Date: Jan. 16, 2020

City: Kirkland

Gertrude Gillich

Gertrude Gillich

Applicant

Date: January 16, 2020

City: Montreal

[Signature]

Mtre. Joey Zukran

LPC Avocat Inc.

Counsel for Applicant

Date: Jan 16/2020

City: MARKHAM

[Signature]

Desmond Reynolds

Chief Financial Officer

SCI Lease Corp.

Date: Jan. 16, 2020

City: MONTREAL

[Signature] Norton Rose Fulbright
Canada LP

Mtre. Maya Angenot

Norton Rose Fulbright

Counsel for Defendant

SCHEDULE A

NOTICE OF AUTHORIZATION OF A CLASS ACTION AND SETTLEMENT APPROVAL HEARING AUTHORIZED BY THE QUÉBEC SUPERIOR COURT

This notice is intended for all persons who, between March 14, 2016 and November 24, 2019, were charged fees to exercise their option to purchase their vehicle during or at the end of their lease contracted with SCI Lease Corp. (buyback fees).

- On March 14, 2019, a Quebec consumer (the “**Representative Plaintiff**”) instituted class action proceedings in the Superior Court of Quebec (the “**Court**”) seeking permission to bring a class action against SCI Lease Corp. (“**SCI**”) and other defendants who acted as vehicle lessors, regarding fees paid by consumers in order to exercise their option to purchase their vehicle during or at the end of their lease (buyback fees).
- The Representative Plaintiff and SCI have reached a settlement in this matter. SCI denies any wrongdoing, and no court has concluded to any wrongdoing by SCI.
- On January 17, 2020, the Representative Plaintiff and SCI presented the Court with a *Joint Application for Authorization to Institute a Class Action for Settlement Purposes Only Against SCI Lease Corp.* Accordingly, on January 17, 2020, the Court authorized the Representative Plaintiff to institute the class action regarding buyback fees, for settlement purposes only.
- **The judgment authorizing this class action and the proposed settlement may affect your rights, whether you act or not. Please read this notice carefully.**

Your Rights Regarding This Class Action:	
OPT OUT	If you opt out, you will not receive any payment if the settlement is approved by the Court or if the Court grants a final decision in favour of the Representative Plaintiff. This option allows you to pursue your own lawsuit against SCI regarding the buyback fees which are the subject of the class action.
OBJECT	If you disagree with the proposed settlement, you can object to it and your objection will be considered by the Court when deciding whether to approve the settlement.
DO NOTHING	If you are a class member and you agree with the purpose of this class action and the proposed settlement, you have nothing to do to participate in this class action and to receive a payment if the settlement is approved by the Court.

These rights – **and the deadline for exercising them** – are explained in this notice.

QUESTIONS?

Contact the law firm LPC Avocat Inc. at 514-379-1572
or visit <https://lpclex.com/buyback/>

THE CLASS ACTION

1. Why are you receiving this notice?

On January 17, 2020, the Court authorized the Representative Plaintiff to bring a class action against SCI, in order to give effect to the settlement agreement reached between the Representative Plaintiff and SCI.

2. What is a class action?

It is a legal procedure instituted by an individual called the “Representative Plaintiff” on behalf of everyone who faces a similar problem, called the “class”. A class action allows the Court to rule on the dispute regarding all class members, except for those who choose to opt out.

3. What is this class action about?

The Representative Plaintiff instituted a class action against SCI (and others) regarding fees paid by consumers in order to exercise their option to purchase their vehicle during or at the end of their lease (buyback fees). The Representative Plaintiff argues that SCI contravened the *Consumer Protection Act* by not precisely disclosing the amount of the buyback fees in its motor vehicle lease agreements. SCI denies any wrongdoing, and no court has concluded to any wrongdoing by SCI.

This class action seeks to obtain a judgment ordering the payment of compensatory damages corresponding to the amount of buyback fees paid by consumers as well as punitive damages.

THE CLASS MEMBERS

4. Who is a class member?

You are a class member if you are a consumer, within the meaning of the *Consumer Protection Act*, who had a vehicle lease agreement with SCI and, between March 14, 2016 and November 24, 2019 (the “**Settlement Class Period**”) paid a “buyback” fee to exercise your option to purchase your vehicle (buyback) during or at the end of your lease.

5. How do I participate in this class action?

If you are a class member and agree with this class action and the proposed settlement, you have nothing to do to participate in this class action.

SETTLEMENT AGREEMENT APPROVAL HEARING

6. How much money will I receive under the proposed settlement?

The Settlement Agreement provides for the following monetary compensation, subject to Court approval:

SCI shall repay to each class member 100% of the buyback fee he or she paid during the Settlement Class Period, which shall be paid by cheque mailed to the address of each class member on record with SCI.

The amount paid to each class member will vary from \$31.50 to \$136.50, depending on the buyback fee they were charged. The Settlement Agreement and documents pertaining to this class action are available at: <https://lpclex.com/buyback/>.

7. What is the next step regarding the proposed settlement?

The Superior Court of Québec must approve the Settlement Agreement before it can take effect. The Court will review the terms of the Settlement Agreement to ensure that they are fair, reasonable and in the best interests of the class members.

The Settlement Approval Hearing will take place on **March 30, 2020 at 9:30 a.m.** before the Superior Court of Québec, at the Montreal Courthouse, 1 Notre-Dame Street East, in Montreal, Quebec, in courtroom **2.08**. At this hearing, the Court will hear any objection filed by class members regarding the proposed Settlement Agreement, in accordance with the deadlines and procedure set forth below. Class members who do not oppose the proposed settlement are not required to attend this hearing or to take any action to indicate that they intend to be bound by it.

OPTING OUT

This is your only chance to opt out from the class action.

8. What happens if I opt out?

If you decide to opt out of the class action, you retain your right to institute your own lawsuit against SCI regarding the described buyback fees and you will not be bound by the judgments rendered by the Court in this class action. Also, you will **not** be entitled to receive a payment if the Settlement Agreement is approved by the Court.

9. What happens if I do not opt out or if I do nothing?

If you do not opt out of the class action or if you do nothing, you will be entitled to receive a payment if the Settlement Agreement is approved by the Court. As such, you give up your right to institute your own lawsuit against SCI regarding the described buyback fees and will be bound by the judgments rendered by the Court in this class action.

10. How do I opt out?

If you do not wish to be part of this class action, you can opt out by sending to the clerk of the Superior Court a signed letter containing the following information:

- The class action file number and name: 500-06-000989-190 (*Gillich v. SCI Lease Corp. et al.*).
- Your name, current address and telephone number.
- Your statement: "I am a class member and I wish to opt out of the class action".
- Your signature.

You must send your letter by registered mail, with a copy by email to Class Counsel, by March 13, 2020 at the following address:

Clerk of the Superior Court of Québec
File: 500-06-000989-190 (*Gillich v. SCI Lease Corp. et al.*)
Montreal Courthouse
1, Notre-Dame East Street, Suite 1.120
Montréal (Québec) H2Y 1B6

OBJECTING TO THE PROPOSED SETTLEMENT

11. What should I do if I disagree with the proposed settlement?

If you disagree with the Settlement Agreement but you do not wish to opt out of the class action, you can object to the Settlement Agreement by delivering a written submission on or before **March 13, 2020**, filed with the Court and Class Counsel and containing the following information:

- A heading referring to this proceeding (*Gillich v. SCI Lease Corp. et al.* - 500-06-000989-190).
- Your name, current address, and telephone number and, if represented by counsel, the name of your counsel.
- A statement that you had a vehicle lease agreement with SCI and, between March 14, 2016 and November 24, 2019, exercised your option to purchase your vehicle (buyback) during or at the end of your lease.
- A statement whether you intend to appear at the Settlement Approval Hearing on March 30, 2020, either in person or through counsel.
- A statement of the objection and the grounds supporting the objection.
- Copies of any papers, briefs, or other documents upon which the objection is based.
- Your signature.

You must send your letter by registered mail, with a copy by email to Class Counsel (see contact information below), at the following address:

Clerk of the Superior Court of Québec
File: 500-06-000865-176
Montreal Courthouse
1, Notre-Dame East Street, Suite 1.120
Montréal (Québec) H2Y 1B6

Please note that the Court cannot change the terms of the settlement. Any objections will be used by the Court to consider whether to approve the settlement or not.

CLASS COUNSEL

12. Who are the lawyers working on this class action?

The law firm LPC Avocat Inc. represents the Representative Plaintiff, and therefore, the class members. You may contact LPC Avocat Inc. using the contact information found at the end of this notice.

13. Are there fees for the class members?

You do not have to pay the lawyers working on this class action.

FOR MORE INFORMATION

If you have questions, you can contact class counsel, the law firm LPC Avocat Inc., by mail, email or phone. Your name and any information provided will be kept confidential.

Mtre. Joey Zukran

LPC Avocat Inc.

5800 Cavendish boulevard, Suite 411

Montréal, Québec, H4W 2T5

Telephone: 514-379-1572

Email: jzukran@lpclex.com

This notice has been approved by the Superior Court of Quebec.^[A1]

SCHEDULE B

AVIS D'AUTORISATION D'UNE ACTION COLLECTIVE ET DE L'AUDIENCE
D'APPROBATION DU RÈGLEMENT
AUTORISÉ PAR LA COUR SUPÉRIEURE DU QUÉBEC

Le présent avis s'adresse à toutes les personnes qui, entre le 14 mars 2016 et le 24 novembre 2019, se sont vu facturer des frais pour exercer l'option d'achat de leur véhicule pendant ou à la fin de leur contrat de location conclu avec SCI Lease Corp. (frais de rachat).

- Le 14 mars 2019, une consommatrice québécoise (la « **Représentante** ») a entamé des procédures devant la Cour supérieure du Québec (le « **Tribunal** ») afin de demander l'autorisation d'intenter une action collective contre SCI Lease Corp. (« **SCI** ») et d'autres défenderesses ayant agi à titre de locataires de véhicules, relativement aux frais payés par les consommateurs pour exercer l'option d'achat de leur véhicule pendant ou à la fin de leur contrat de location (frais de rachat).
- La Représentante et SCI sont parvenues à un règlement dans cette affaire. SCI nie avoir commis une faute, et aucun tribunal n'a conclu à une faute de sa part.
- Le 17 janvier 2020, la Représentante et SCI ont présenté au Tribunal une Demande conjointe pour autorisation d'exercer l'action collective proposée contre SCI, à des fins de règlement seulement. Par conséquent, le 17 janvier 2020, le Tribunal a autorisé la Représentante à intenter l'action collective relativement aux frais de rachat, à des fins de règlement seulement.
- **Le jugement ayant autorisé cette action collective et le règlement proposé peuvent affecter vos droits, que vous agissiez ou non. Veuillez lire attentivement cet avis.**

Vos droits concernant cette action collective :	
S'EXCLURE	Si vous vous excluez, vous ne recevrez aucun paiement si le règlement est approuvé par le Tribunal ou si le Tribunal rend une décision finale en faveur de la Représentante. Cette option vous permet d'intenter votre propre poursuite contre SCI relativement aux frais de rachat faisant l'objet de l'action collective.
S'OPPOSER	Si vous n'êtes pas d'accord avec le règlement proposé, vous pouvez vous y opposer et votre opposition sera prise en considération par le Tribunal au moment de décider s'il y a lieu d'approuver ou non le règlement.
NE RIEN FAIRE	Si vous êtes membre du groupe et que vous êtes d'accord avec l'objet de l'action collective et le règlement proposé, vous n'avez rien à faire afin d'être inclus dans cette action collective et de recevoir un paiement si le règlement est approuvé par le Tribunal.

Ces droits - **et le délai pour les exercer** - sont expliqués dans le présent avis.

DES QUESTIONS ?

Communiquez avec le cabinet LPC Avocat Inc. au 514 379-1572
ou visitez <https://lpclex.com/fr/buyback/>

L'ACTION COLLECTIVE

1. Pourquoi recevez-vous cet avis ?

Le 17 janvier 2020, le Tribunal a autorisé la Représentante à intenter une action collective contre SCI afin de donner effet à l'entente de règlement conclue entre la Représentante et SCI.

2. Qu'est-ce qu'une action collective ?

Il s'agit d'une procédure judiciaire intentée par un individu appelé le « représentant » au nom de toutes les personnes qui sont confrontées à un problème similaire, appelées collectivement le « groupe ». Une action collective permet au Tribunal de statuer sur le litige concernant tous les membres du groupe, à l'exception de ceux ayant choisi de s'exclure.

3. Quel est l'objet de cette action collective ?

La Représentante a intenté une action collective contre SCI relativement aux frais payés par les consommateurs pour exercer l'option d'achat de leur véhicule à la fin de leur contrat de location (frais de rachat). La Représentante soutient que SCI a contrevenu à la *Loi sur la protection du consommateur* en ne précisant pas le montant des frais de rachat dans les contrats de location. SCI nie avoir commis une faute, et aucun tribunal n'a conclu à une faute de sa part.

Cette action collective vise à obtenir un jugement ordonnant le paiement de dommages-intérêts compensatoires correspondant aux frais de rachat payés par les consommateurs et de dommages-intérêts punitifs qui seront déterminés ultérieurement.

LES MEMBRES DU GROUPE

4. Qui est membre du groupe ?

Vous êtes membre du groupe si vous êtes un consommateur, au sens de la *Loi sur la protection du consommateur*, qui a conclu un contrat de location de véhicule avec SCI et, entre le 14 mars 2016 et le 24 novembre 2019 (« **Période pour fins de règlement** »), a exercé l'option d'achat de son véhicule (rachat) pendant ou à la fin de son contrat de location.

5. Comment puis-je participer à cette action collective ?

Si vous êtes membre du groupe et que vous êtes d'accord avec cette action collective et le règlement proposé, vous n'avez rien à faire pour participer à cette action collective.

AUDIENCE D'APPROBATION DE L'ENTENTE DE RÈGLEMENT

6. Quel est le règlement proposé ?

L'entente de règlement prévoit ce qui suit, sous réserve de l'approbation du Tribunal :

SCI remboursera à chaque membre du groupe 100 % des frais de rachat qu'il a payés au cours de la Période pour fins de règlement, montant qui sera payé par chèque envoyé par la poste à l'adresse de chaque membre du groupe figurant dans les registres de SCI.

Le montant payé à chaque membre variera entre 31,50 \$ et 136,50 \$, dépendamment des frais de rachat payés par celui-ci. L'entente de règlement et les documents relatifs à cette action collective sont disponibles au <https://lpclex.com/fr/buyback/>.

7. Quelle est la prochaine étape concernant le règlement proposé ?

La Cour supérieure du Québec doit approuver l'entente de règlement avant son entrée en vigueur. Le Tribunal examinera les modalités de l'entente de règlement pour s'assurer qu'elles sont justes, raisonnables et dans le meilleur intérêt des membres du groupe.

L'audience d'approbation du règlement aura lieu le **30 mars 2020 à 9 h 30** devant la Cour supérieure du Québec, au Palais de justice de Montréal, 1 rue Notre-Dame Est, à Montréal, Québec, dans la **salle 2.08**. Lors de cette audience, le Tribunal entendra toute opposition déposée par les membres du groupe à l'égard de l'entente de règlement proposée, conformément aux délais et à la procédure énoncés ci-dessous. Les membres du groupe qui ne s'opposent pas au règlement proposé ne sont pas tenus d'assister à l'audience ou de prendre des mesures pour indiquer qu'ils ont l'intention d'être liés par celui-ci.

S'EXCLURE

Cet avis constitue votre seule chance de vous exclure de l'action collective.

8. Que se passe-t-il si je m'exclus ?

Si vous décidez de vous exclure de l'action collective, vous conservez le droit d'intenter votre propre poursuite contre SCI relativement aux frais de rachat décrits et vous ne serez pas lié par les jugements rendus par le Tribunal dans cette action collective. De plus, vous n'aurez **pas** droit à un paiement si l'entente de règlement est approuvée par le Tribunal.

9. Que se passe-t-il si je ne m'exclus pas ou si je ne fais rien ?

Si vous ne vous excluez pas de l'action collective ou si vous ne faites rien, vous aurez droit à un paiement si l'entente de règlement est approuvée par le Tribunal. À ce titre, vous renoncez à votre droit d'intenter votre propre poursuite contre SCI relativement aux frais de rachat décrits et vous serez lié par les jugements rendus par le Tribunal dans cette action collective.

10. Comment puis-je m'exclure ?

Si vous ne désirez pas être partie à cette action collective, vous pouvez vous exclure en envoyant au greffier de la Cour supérieure une lettre signée contenant les renseignements suivants :

- Le numéro de dossier et le nom de l'action collective : 500-06-000989-190 (*Gillich c. SCI Lease Corp. et al.*).
- Votre nom, votre adresse actuelle et votre numéro de téléphone.
- Votre déclaration : « Je suis un membre du groupe et je souhaite m'exclure de l'action collective ».
- Votre signature.

Vous devez envoyer votre lettre par courrier recommandé, avec une copie par courriel aux Avocats du groupe, au plus tard le 13 mars 2020 à l'adresse suivante :

Greffier de la Cour supérieure du Québec
Dossier : 500-06-000989-190
Palais de justice de Montréal
1 rue Notre-Dame Est, bureau 1.120
Montréal (Québec) H2Y 1B6

S'OPPOSER AU RÈGLEMENT PROPOSÉ

11. Que dois-je faire si je suis en désaccord avec le règlement proposé ?

Si vous êtes en désaccord avec l'entente de règlement sans toutefois vouloir vous exclure de l'action collective, vous pouvez vous opposer à l'entente de règlement en transmettant une explication écrite au plus tard le **13 mars 2020**, déposée auprès du Tribunal et des Avocats du groupe et contenant les renseignements suivants :

- Un titre faisant référence à la présente instance (*Gillich c. SCI Lease Corp. et al.* 500-06-000989-190).
- Votre nom, votre adresse actuelle, votre numéro de téléphone et, si vous êtes représenté par un avocat, le nom de ce dernier.
- Une déclaration selon laquelle vous avez conclu un contrat de location de véhicule avec SCI et, entre le 14 mars 2016 et le 24 novembre 2019, avez exercé l'option d'achat de votre véhicule (rachat) à la fin de votre contrat de location.
- Une déclaration indiquant si vous avez l'intention de comparaître à l'audience d'approbation du règlement le 30 mars 2020, en personne ou par l'entremise d'un avocat.
- Une déclaration indiquant l'opposition et les motifs à l'appui de l'opposition.
- Une copie de tout document, mémoire ou autre documentation sur lequel l'opposition est fondée.
- Votre signature.

Vous devez envoyer votre lettre par courrier recommandé, avec une copie par courriel aux Avocats du groupe (voir les coordonnées ci-dessous), à l'adresse suivante :

Greffier de la Cour supérieure du Québec
Dossier : 500-06-000865-176
Palais de justice de Montréal
1 rue Notre-Dame Est, bureau 1.120
Montréal (Québec) H2Y 1B6

Veillez noter que le Tribunal ne peut pas modifier les modalités du règlement. Toute opposition sera utilisée par le Tribunal pour déterminer s'il y a lieu d'approuver ou non le règlement.

LES AVOCATS DU GROUPE

12. Qui sont les avocats qui travaillent sur cette action collective ?

Le cabinet d'avocats LPC Avocat Inc. représente la Représentante et, par conséquent, les membres du groupe. Vous pouvez communiquer avec LPC Avocat Inc. en utilisant les coordonnées indiquées à la fin du présent avis.

13. Y a-t-il des frais pour les membres du groupe ?

Vous n'avez pas à payer les avocats qui travaillent sur cette action collective.

POUR PLUS D'INFORMATION

Si vous avez des questions, vous pouvez communiquer avec les avocats du groupe, le cabinet LPC Avocat Inc., par courrier, par courriel ou par téléphone. Votre nom et tout renseignement fourni demeureront confidentiels.

M^e Joey Zukran

LPC Avocat Inc.

5800 boulevard Cavendish, bureau 411

Montréal, Québec, H4W 2T5

Téléphone : 514 379-1572

Courriel : jzukran@lpclex.com

Cet avis a été approuvé par la Cour supérieure du Québec.

SCHEDULE C
SCI'S LETTERHEAD

[Date]

[Name]

[Address]

By mail

**Re: Payment under the Settlement Agreement of Class Action no. 500-06-000989-190
(Gillich v. SCI Lease Corp.)**

Dear [Name]:

Following the notice to members you received on or about February 12, 2020, the Settlement Agreement between the Representative Plaintiff and SCI Lease Corp., was approved by the Court on the same terms as set out in the notice.

In accordance with the Settlement Agreement, you will find enclosed the payment to which you are entitled under this agreement. Please note that the enclosed cheque is only valid for 6 months.

If you have questions, you can contact the Representative Plaintiff's lawyers, the law firm LPC Avocat Inc., by mail, email or phone. Please do not contact SCI Lease Corp., nor any of the judges of the Superior Court:

Mtre. Joey Zukran
LPC Avocat Inc.
5800 Cavendish boulevard, Suite 411
Montréal, Québec, H4W 2T5
Telephone: 514-379-1572
Email: jzukran@lpclex.com

Best regards,

SCI LEASE CORP.

[Name of signatory]

This notice has been approved by the Superior Court of Quebec.

EN-TÊTE DE SCI

[Date]

[Nom]

[Adresse]

Par la poste

**Re: Paiement en vertu de l'Entente de règlement dans l'action collective
n° 500 06-000989-190 (Gillich c. SCI Lease Corp.)**

Cher/Chère [Nom] :

Suite à l'avis aux membres que vous avez reçu le ou vers le 12 février 2020, l'Entente de règlement entre la Représentante et SCI Lease Corp. a été approuvée par le Tribunal aux mêmes conditions que celles énoncées dans cet avis.

Conformément à l'Entente de règlement, vous trouverez ci-joint le paiement auquel vous avez droit en vertu de cette entente. Veuillez noter que le chèque ci-joint n'est valide que pour 6 mois.

Si vous avez des questions, vous pouvez contacter les avocats de la Représentante, le cabinet LPC Avocat inc., par courrier, par courriel ou par téléphone. Veuillez ne pas communiquer avec SCI Lease Corp. ou les juges de la Cour supérieure.

Me Joey Zukran
LPC Avocat inc.
5800, boulevard Cavendish, bureau 411
Montréal, Québec, H4W 2T5
Téléphone : 514-379-1572
Courriel : jzukran@lpclex.com

Sincères salutations,

SCI Lease Corp.

[Nom du signataire]

Cet avis a été approuvé par la Cour supérieure du Québec.