

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
Nº : 500-06-000949-186

Class Actions Division
SUPERIOR COURT

MOHAMED AZIZ RAHMANI

Plaintiff

v.

GROUPE ADONIS INC.

and

GROUPE PHOENICIA INC.

and

GHALEB INVESTMENTS INC.

and

**THE UNITED CO. FOR FOOD INDUSTRY -
MONTANA**

Defendants

AMICABLE SETTLEMENT AGREEMENT, TRANSACTION AND ACQUITTANCE

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SECTION 1 - PREAMBLE

A. WHEREAS the Proceedings allege that the Defendants were negligent in the manufacture and distribution of the Recalled Products and failed to implement adequate food safety control measures to prevent contamination with Hepatitis A;

B. WHEREAS the Proceedings were brought by the Plaintiff and the Plaintiff claims compensation for all damages suffered by the Class Members, allegedly as a result of the conduct alleged in the Proceedings;

C. WHEREAS the Defendants do not admit any alleged unlawful conduct in the Proceedings by signing this Settlement Agreement or otherwise, deny any liability arising out of such allegations, and each affirm that they have a full defense on the merit of the Proceedings;

D. WHEREAS the Plaintiff, Class Counsel and the Defendants agree that neither this Settlement Agreement nor any statements made during the negotiation thereof shall be considered or interpreted as an admission by the Defendants, evidence of the responsibility of the latter, or proof of the veracity of any allegation by the Plaintiff, each of said allegations being explicitly denied by the Defendants;

E. WHEREAS the Defendants enter into this Settlement Agreement in order to achieve a final resolution of all claims made or that could have been made by the Plaintiff and the Class Members in the Proceedings, and to avoid the costs, inconveniences and risks associated with a long and tedious litigation;

F. WHEREAS the Parties have undertaken, at arm's length from each other and each represented by their respective attorneys, discussions and negotiations which have led to this Settlement Agreement;

G. WHEREAS, at the end of these discussions and negotiations, the Parties have entered into this Settlement Agreement, which includes, subject to the approval of the Court, all the terms and conditions that must be binding on them and on each Class Member that the Plaintiff aims to represent;

H. WHEREAS Class Counsel has concluded, after reviewing and fully understanding each of the terms of this Settlement Agreement, that said Agreement is fair, reasonable and in the best interest of the Plaintiff and the Class he represents, and this, taking into account (i) their analysis of the facts and the law applicable to the Plaintiff's claims, (ii) the burden and costs inherent to the continuation of the Proceedings, (iii) the risks and uncertainties inherent to lawsuits and appeals, and (iv) the Settlement Amount;

I. WHEREAS the Parties thus wish to resolve and hereby settle, definitively and without admission of liability, the Proceedings brought against the Defendants;

J. WHEREAS the Proceedings have not yet been authorized;

K. WHEREAS the Parties recognize that the validity of this Settlement Agreement is conditional to the authorization of the Proceedings and the approval of the Agreement by the Court, and that said Agreement will not compromise the respective rights of the Parties in relation to the Proceedings in the event that said authorization is refused and/or that the Agreement is not approved, resiliated or does not come into effect for any other reason; and

IN WITNESS WHEREOF, THE PARTIES AGREE AS FOLLOWS :

SECTION 2 – DEFINITIONS

For the sole purposes of this Settlement Agreement, of which the preamble and annexes form an integral part :

(1) ***Abridged Notice of Approval Hearing*** means the abridged version of the Notice of Approval Hearing agreed upon by the Parties and enclosed hereto as Annexe B or that approved by the Court.

(2) ***Administration Fees*** means all fees, disbursements, expenses, costs, taxes and other amounts incurred or payable for the approval, implementation and application of this Settlement Agreement, including the costs of sending notices and managing the claims of Class Members, all of which will be fully borne by the Defendants.

(3) ***Approval Hearing*** means the hearing motioned by the Plaintiff seeking to obtain a Judgment of Approval.

(4) ***Claims Administrator*** means Intact Insurance and/or any employee of such company, the former having been proposed by the Parties to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement, or any other person or company identified by order of the Court for the purposes of administering the Settlement Agreement.

(5) ***Class*** means :

All persons residing in Quebec who have purchased and consumed the products listed below which have been manufactured, sold and/or distributed by the Defendants, and which have been the subject of various recalls due to their contamination by the Hepatitis A virus :

- The 1 kg Montana brand frozen strawberries from Egypt, sold in all Adonis establishments until April 20, 2018 with the code number 6222000401487;

- The 1L and 500ml bottled strawberry and banana "Jus d'Adonis", sold in all Adonis establishments until April 13, 2018;
- The 1L and 500ml bottled "Douceur aux fraises" smoothies, sold in all Adonis establishments until April 13, 2018; and
- The large and medium "Adonis", "Monsieur Twister" and "Saveur d'été" cocktails served in plastic glasses, sold in all Adonis establishments until April 13, 2018;

As well as their successors, beneficiaries, family members and dependents, or any other class to be determined by the Court;

(6) **Class Counsel** means the firm Lambert Avocat Inc.

(7) **Class Counsel Disbursements** means the expenses and applicable taxes incurred by Class Counsel in pursuing the Proceedings, totaling the sum of \$1,857.10.

(8) **Class Counsel Fees** means the sum of \$185,381.96, plus applicable taxes, payable to Class Counsel, subject to the approval of the Court.

(9) **Class Member(s)** means any member of the Class, but does not include any individual that validly opts out.

(10) **Court** means the Superior Court of Quebec.

(11) **Defendants** means the parties Groupe Adonis Inc., Groupe Phoenicia Inc. and Ghaleb Investments Inc.

(12) **Defendants' Attorneys** means Robinson Sheppard Shapiro S.E.N.C.R.L./LLP, attorneys for the defendants Groupe Adonis Inc. and Groupe Phoenicia Inc., and WEIDENBACH, LEDUC, PICHETTE, AVOCATS, attorneys for the defendant Ghaleb Investments Inc.

(13) **Definitive Judgment(s)** means any judgment rendered by the Court approving this Settlement Agreement in accordance with its terms, after the time limit for appealing such judgment has expired without an appeal having been brought or, if an appeal is pending or has been brought, after there has been confirmation of the final decision(s) of all such appeals.

(14) **Diffusion Plan** means the method by which the Notice of Approval Hearing, the Abridged Notice of Approval Hearing, and the Notice of Approval will be sent to Class Members.

(15) **Distribution Protocol** means the plan to distribute the Net Settlement Amount and accrued interest thereon, in whole or in part, subject to the approval of the Court.

(16) **Effective Date** means the date on which the final Judgments approving this Settlement Agreement will be notified by the Court, if applicable.

(17) **Judgment(s) of Approval** means any judgment or order rendered by the Court for the purposes of (i) approving this Settlement Agreement and (ii) terminating the Proceedings.

(18) **Judgment of Approval of Notices** means any judgment or order rendered by the Court for the purposes of approving the Notice of Approval Hearing and the Abridged Notice of Approval Hearing.

(19) **Net Settlement Amount** means the sum of \$560,000, equal to the Settlement Amount after deduction of amounts payable as Class Counsel Fees and Class Counsel Disbursements.

(20) **Notice of Approval** means the notice agreed upon by the Parties and enclosed hereto as Annex C or that approved by the Court for the purpose of providing Class Members with detailed information regarding (i) the approval of the Settlement Agreement by the Tribunal and (ii) the manner and timeframe within which Class Members may lodge claims.

(21) **Notice of Approval Hearing** means the notice agreed upon by the Parties and enclosed hereto as Annex A and B or that approved by the Tribunal for the purpose of communicating to Class Members detailed information regarding the manner and timeframe within which Class Members may opt out.

(22) **Opt-Out Deadline** means June 10th, 2021.

(23) **Party(ies)** means, as the case may be, the Defendants, the Plaintiff and/or the Class Members.

(24) **Plaintiff** means the party Mohamed Aziz Rahmani.

(25) **Proceedings** means the actions brought before the Superior Court of Quebec under file number 500-06-000949-186.

(26) **Recalled Products** means :

- The 1 kg Montana brand frozen strawberries from Egypt, sold in all Adonis establishments between January 15, 2018 and April 20, 2018 with the code number 6222000401487;

- The 1L and 500ml bottled strawberry and banana "Jus d'Adonis", sold in all Adonis establishments between January 15, 2018 and April 13, 2018;
- The 1L and 500ml bottled "Douceur aux fraises" smoothies, sold in all Adonis establishments until between January 15, 2018 and 13, 2018; and
- The large and medium "Adonis", "Monsieur Twister" and "Saveur d'été" cocktails served in plastic glasses, sold in all Adonis establishments until between January 15, 2018 and 13, 2018;

(27) **Settlement Agreement** means this agreement, including its preamble and annexes.

(28) **Settlement Amount** means the sum of \$775,000 in principal, costs and interest, excluding Administration Fees and the costs of publication of the Abridged Notice of Approval Hearing.

(29) **Signature Date** means the date appearing at the end of this Settlement Agreement and on which the Parties have signed said Agreement.

SECTION 3 – APPROVAL OF SETTLEMENT

3.1 Best Efforts

(1) The Parties will use their best efforts to implement the Settlement Agreement and to ensure the prompt, complete and definitive implementation of the Proceedings' termination.

3.2 Motion Seeking Approval of the Notice of Approval Hearing

(1) The Plaintiff shall motion before the Court, as soon as possible after the Signature Date, for a Judgment of Approval of Notices.

(2) The notices described in section 9.1(1) will be published in accordance with the Diffusion Plan enclosed hereto as Annex D.

3.3 Motion Seeking Approval of the Notice of Approval

(1) The Plaintiff shall bring an application to the Court for a Judgment of Approval as soon as possible after :

(a) the Judgment of Approval of Notices have been rendered;

(b) the Notice of Approval Hearing has been published in accordance with section 9.2(2).

(2) This Settlement Agreement will only become final on the Effective Date.

3.4 Pro forma authorization of the class action

(1) The Applicant shall also motion to the Court for authorizing the Proceedings as a class action for the purposes of settlement. This motion will be heard at the Approval Hearing.

3.5 Pre-Motion Confidentiality

(1) Until the presentation of the motion described in section 3.2, the Parties must maintain strict confidentiality on all terms of the Settlement Agreement and must not disclose these terms without the prior consent of the Defendants' Attorney and the Class Counsel, as the case may be.

SECTION 4 – SETTLEMENT BENEFITS

4.1 Payment of the Settlement Amount

(1) Nothing in this Settlement Agreement has any effect whatsoever on reimbursements already directly granted by the Defendants to Class Members who have purchased Recalled Products.

(2) The Settlement Amount and any other consideration to be provided in accordance with the terms of the Settlement Agreement will be provided in full settlement of the Acquitted Claims.

(3) The Settlement Amount includes all amounts, including interest, costs, Class Counsel Fees and Class Counsel Disbursements, but excludes the Administration Fees and costs of publication of the Abridged Notice of Approval Hearing, which will be borne entirely by the Defendants.

(4) The Defendants will not be required to pay any amount whatsoever in excess of the Settlement Amount, for any reason whatsoever, under or in the continuity of the Settlement Agreement or the Proceedings, except the Administration Fees, which will be borne entirely by the Defendants, and the reimbursements to Class Members which the Defendants have already made in accordance with section 4.1(1), which are not part of this Settlement Agreement. Without limiting the foregoing, the Defendants will not be required to make subsequent reimbursements to Class Members from the Signature Date.

(5) Within twenty (20) days of the Court's appointment of the Claims Administrator, the Defendants will make the Settlement Amount available to the Claims Administrator.

(6) The Claims Administrator shall maintain the funds in accordance with the manner provided for in the Settlement Agreement.

(7) The Claims Administrator may not use these sums, in whole or in part, except if in accordance with the Settlement Agreement or with a court order obtained after notice to the Parties.

4.2 Claims And Claimants

(1) Class Members will be eligible for the compensation provided for in the Settlement Agreement, subject to their right to opt out, in accordance with Section 5.

4.3 Distribution Protocol

(1) Class Counsel will draft a Distribution Protocol to be approved by the Court.

(2) Once approved by the Court, said Distribution Protocol will be made available to the Claims Administrator for the purpose of determining the amount to which each Class Member will be entitled to from the Net Settlement Amount.

4.4 Cy-près Distribution

(1) Any funds remaining following the distribution of the Net Settlement Amount, due to the small amount of claims made by Class Members, the expiration of checks and/or transfers sent for this purpose, or any other reason, must be distributed to Moisson Montreal.

(2) The *Act respecting the Fonds d'aide aux actions collectives*, CQLR, c. F-3.2.0.1.1 will apply to the portion of the balance, if any, attributable to Class Members.

SECTION 5 – OPTING OUT

5.1 Procedure

(1) Class Counsel will motion to the Court for approval of the following opt-out procedure in the Judgments of Approval of Notices, as provided for in section 3.2 :

(a) Putative Class Members who wish to opt out of the Proceedings must do so by the Opt-Out deadline, June 10th, 2021, 4:30 PM, by sending a written opt-out request to the Clerk of the Superior Court in the district of Montréal in the file 500-06-000949-186, with a copy to the Class Counsel. The opt-out request must be signed by the Class Member or the person designated by the latter and must include the following information :

- (i) the first and last name, current address and telephone number of the Class Member;
- (ii) a statement indicating that the Class Member wishes to opt out of the Proceedings.

(b) Persons who opt out of the Proceedings are not Class Members and will have no right to subsequently participate in the Proceedings or to participate in the distribution of funds received as a result of the Settlement Agreement.

(c) Within seven (7) days of the Opt-Out Deadline, Class Counsel must send a report to the Defendants containing the name of each person who has validly and punctually opted out of the Proceedings, as well as a summary of the information provided by such persons under section 5.1(1)(a) above.

(2) The Defendants reserve all their rights and defenses with regard to any possible Class Member who validly opts out of the Proceedings.

(3) As provided for by section 580 of the *Code of Civil Procedure*, a Class Member who has not discontinued an originating application having the same subject matter as the Proceedings before the expiry of the Opt-Out Deadline will be deemed to have opted out.

SECTION 6 - RESILIATION OF THE SETTLEMENT AGREEMENT

6.1 Right of Resiliation

(1) In the event that the Court refuses to approve this Settlement Agreement or any significant part thereof, the Plaintiff and each of the Defendants shall have the right to resiliate the Settlement Agreement by sending a written notice, in accordance with section 11.17.

(2) If the Settlement Amount is not paid in accordance with section 4.1(2), the Plaintiff will also have the right to resiliate this Settlement Agreement by sending a written notice in accordance with section 11.17.

(3) If the Settlement Agreement is resiliated, it will be void and have no force or effect, will not be binding on the Parties, and may not be used as evidence or otherwise in any dispute or in any other way for whatever reason. For greater certainty, in the event of resiliation in accordance with section 6, the positions of the Parties with respect to the Proceedings will return to the *status quo ante*.

(4) A judgment, ruling or determination rendered or rejected by the Court concerning :

- (a) the Class Counsel Fees or Class Counsel Disbursements;

- (b) the opt-out procedure; or
- (c) the Distribution Protocol

will not be considered as a significant modification of all or part of the Settlement Agreement and will not constitute grounds for resiliation of this Settlement Agreement.

6.2 In the Event of Resiliation of this Settlement Agreement

(1) In the event of resiliation :

- (a) no motion for authorization of the Proceedings as a class action brought in accordance with the Settlement Agreement or motion for approval of the Settlement Agreement that has not yet been heard shall proceed;
- (b) the Class Counsel and the Claims Administrator must destroy all documents and any other material transmitted by the Defendants within ten (10) days of the occurrence of such resiliation.

6.3 Allocation of the Settlement Amount Following Resiliation

(1) If the Settlement Agreement is not approved, resiliated or does not come into effect for any reason, Class Counsel shall, within thirty (30) days of the reception of the written notice given under of section 6.1(1), return to the Defendants any amount they have paid to Class Counsel.

SECTION 7 - ACQUITTANCES

7.1 Acquittance to the Defendants

(1) On the Effective Date, in consideration for payment of the Settlement Amount, and for any other valid consideration specified in the Settlement Agreement, all the Class Members who have not opted out of the Proceedings following section 5 of this document, including the Plaintiff, in his own name and as representative plaintiff representing all the Class Members, will be deemed to have given a complete, total, final and definitive acquittance to the Defendants, as well as to their subsidiaries, affiliated companies, related companies, successors, members, agents, representatives, administrators, officers, executives, employees, shareholders, heirs, as well as their insurers, for any proceeding, cause of action, claim, demand or damage of any nature, regarding the facts, circumstances and damages alleged in the Proceedings and their exhibits.

SECTION 8 – EFFECT OF THE SETTLEMENT

8.1 No Admission of Liability

(1) The Plaintiff and the Defendants expressly reserve all of their rights if the Settlement Agreement is not approved, resiliated or does not come into effect for any reason. In such cases, the Settlement Agreement and all its provisions, as well as all the negotiations, documents, discussions and procedures associated with it, and any action taken in execution of this Settlement Agreement, shall not be considered or interpreted as an admission (i) of violation of a statute or law, (ii) of fault, (iii) of liability of the Parties, or (iv) of the veracity of any of the claims or allegations made in the Proceedings or in any other document filed by the Plaintiff.

8.2 The Settlement Agreement Does Not Constitute Evidence

(1) The Parties agree that whether or not it is definitively approved, resiliated or does not come into effect for any reason, the Settlement Agreement and all of its provisions, as well as all negotiations, documents, discussions and procedures associated therewith, and any action taken in execution of this Settlement Agreement, may not be used as a reference, filed in evidence or received as evidence in any pending or future, civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce the Settlement Agreement, or to provide a defense against the presentation of Acquitted Claims, as necessary or otherwise required by the law.

SECTION 9 - NOTICES TO CLASS MEMBERS

9.1 Required Notices

(1) Subject to the approval of the Court in accordance with section 3.2, Class Members will be notified :

(i) of their right to opt out from the Proceedings;

(ii) of the date of the hearing on which the Court will be asked to approve the Settlement Agreement and the Class Counsel Fees and Class Counsel Disbursements;

The notice should inform Class Members that they can request a copy of the Settlement Agreement from Class Counsel and provide instructions directing them to the detailed version of the Notice of Approval Hearing, from which they can get more information.

(2) Subject to the approval of the Court in accordance with section 3.2, Class Members will receive a second Notice of Approval as well as the procedure to submit a claim from

the Claims Administrator in accordance with the Diffusion Plan enclosed hereto as Annex D.

9.2 Form and Distribution of Notices

(1) The Abridged Notice of Approval Hearing, Notice of Approval Hearing and Notice of Approval must be agreed upon by the Parties, conform in substance with the versions enclosed hereto as Annexes A, B and C respectively, and approved by the Tribunal or, if the Parties cannot agree on the form of the notices, in accordance with the version ordered by the Tribunal.

(2) Subject to the approval of the Court, notices to Class Members, as described in Sections 9.1(1) and 9.1(2), shall be published in accordance with Annex D enclosed hereto.

(3) If the Settlement Agreement is not approved, resiliated or does not come into effect for any reason, the Members of the proposed Settlement Class shall be notified of such event as described in section 9.1(1).

SECTION 10 – CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION FEES

10.1 Approval of the Class Counsel's Fees and Disbursements by the Court

(1) Class Counsel will motion to the Court for approval of Class Counsel Disbursements and Class Counsel Fees at the same time as they motion for approval of the Settlement Agreement.

(2) The Defendants will not oppose Class Counsel's motion for approval of Class Counsel Disbursements and Class Counsel Fees described in section 10.1(1).

(3) Within ten (10) days of the Effective Date of the Settlement Agreement, the Defendants shall pay Class Counsel the Class Counsel Disbursements and Class Counsel Fees approved by the Court.

SECTION 11 - GENERALITIES

11.1 Motions for Instructions

(1) Class Counsel or the Defendants may motion to the Court, as necessary, for instructions with respect to the interpretation, implementation and administration of the Settlement Agreement.

(2) All motions provided for in the Settlement Agreement must be made upon notice to the Parties, except for motions relating solely to the implementation and administration of the Distribution Protocol.

11.2 Headings, etc.

(1) In this Settlement Agreement :

- (a) the division of the Settlement Agreement into sections and the inclusion of headings serve only to facilitate consultation, and have no influence on the interpretation to be drawn from the Settlement Agreement; and
- (b) the expressions "this Settlement Agreement", "hereby", "hereunder", "herein", "hereto" and similar expressions refer to this Settlement Agreement as a whole, and not to any particular section of said Settlement Agreement.

11.3 Computation of Deadlines

(1) The method of computing deadlines for the purposes of this Settlement Agreement is that provided for in sections 82 and 83 of the *Code of Civil Procedure*.

11.4 Continuing Competence

(1) The Court shall exercise its jurisdiction over the implementation, administration, interpretation and enforcement of the terms of the Settlement Agreement.

11.5 Applicable Law

(1) The Settlement Agreement is governed and interpreted in accordance with Quebec law.

(2) The Parties agree to submit any dispute relating to the Settlement Agreement to the Superior Court of Quebec, district of Montreal, to the exclusion of any other judicial district.

11.6 Entire agreement

(1) This Settlement Agreement constitutes the entire agreement negotiated between the Parties, and it replaces all previous and contemporary agreements, commitments, negotiations, declarations, promises, term sheets and memoranda of understanding related to this Settlement Agreement. Neither Party shall be bound by any prior obligations, conditions or statements concerning the subject matter of this Settlement Agreement, unless these are expressly incorporated herein.

11.7 Amendments

(1) This Settlement Agreement may not be amended except in writing and with the consent of all Parties hereto, such amendments must otherwise be approved by the Court in advance.

11.8 Binding Effect

(1) This Settlement Agreement shall be binding and applicable for the benefit of the Plaintiff, the Class Members, the Defendants and all their successors and assigns. Without limiting the generality of the foregoing, every covenant and agreement made by the Plaintiff herein shall be binding upon all Parties. Likewise, every undertaking and agreement made herein by the Defendants shall be binding on all Parties.

11.9 Counterparts

(1) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

11.10 Negotiated Agreement

(1) This Settlement Agreement has been the subject of negotiations and discussions between the Parties, which have been represented and advised by competent attorneys, so that any law, case law or rule of interpretation which would or could result in any provision being interpreted against the drafter of the Settlement Agreement will have no effect or force. The Parties also agree that terms contained or not contained in previous versions of this Settlement Agreement, or any tentative agreement, will have no effect on the proper interpretation of this Settlement Agreement.

11.11 Language

(1) The parties acknowledge having required and consented to this Agreement being drawn up in French and in English. However, in the event of a dispute concerning the interpretation or application of the Settlement Agreement, only the original French version shall govern.

11.12 Preamble

(1) The preamble to this Settlement Agreement is true and forms part of the Settlement Agreement.

11.13 Annexes

(1) The annexes hereto form part of this Settlement Agreement.

11.14 Acknowledgments

(1) Each of the Parties hereby affirms and acknowledges the following :

- (a) the Party or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to the Party or its representative by their counsel; and
- (c) the Party or the Party's representative fully understands each term of the Settlement Agreement and its effects.

11.15 Authorized Signatures

(1) Each of the undersigned declares to be fully authorized to enter into the clauses of this Settlement Agreement and to sign it on behalf of the Parties identified above their signature and their respective law firms.

11.16 Transaction

(1) This Settlement Agreement constitutes a transaction in accordance with sections 2631 and following of the *Civil Code of Quebec*, and the Parties hereby renounce any error of fact, law and/or calculation in connection with the Settlement Agreement.

(2) The Settlement Agreement is not valid if not approved by the Court.

11.17 Notices

(1) When this Settlement Agreement requires a Party to transmit a notice or other communication or document to another Party, such notice, communication or document shall be sent by email, facsimile, or letter by overnight delivery, to representatives of the Party to whom notice is given, as set out below :

For the Plaintiff and Class Counsel in the Proceedings :

Lambert Avocat Inc.

A/S Mtre Jimmy Lambert
1111 St-Urbain, #204
Montreal (QC) H2Z 1Y6
Phone : (514) 526-2378
Fax : (514) 878-2378
Email : jlambert@lambertavocatinc.com

For the Defendants Groupe Adonis Inc. and Groupe Phoenicia Inc. :

Robinson Sheppard Shapiro S.E.N.C.R.L./LLP

A/S Mtre Jeanine Guindi

800, du Square-Victoria, #4600

Montreal (QC) H4Z 1H6

Phone : (514) 393-7669

Fax : (514) 878-1865

Email : jguindi@rsslex.com

For the Defendant Ghaleb Investments Inc. :

WEIDENBACH, LEDUC, PICHELINE, AVOCATS

A/S Mtre Émilie Laroche

2020, Robert-Bourassa boulevard, #100

Montreal (QC) H3A 2A5

Phone : (844) 893-1277, #84124

Fax : (514) 288-9999

Email : emilie.laroche@intact.net

11.18 Signatures

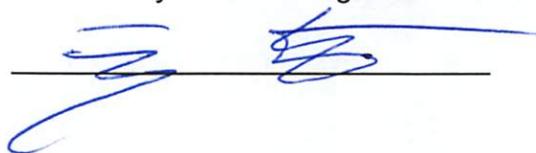
(1) Each of the persons who sign this Settlement Agreement on behalf of a Party, in their capacity as attorney or otherwise, hereby guarantee to have full authority to do so.

Signed on April 26, 2021, in Montreal,

Mohamed Aziz Rahmani, on his own behalf and on behalf of the Class, through his attorney and Class Counsel, Lambert Avocat Inc.

Name of Authorized Signatory : Mtre Jimmy Ernst Jr. Laguë Lambert

Signature of Authorized Signatory :



Signed on April 26, 2021, in Montreal,

Groupe Adonis Inc.

Name of Authorized Signatory :

Eric Provost

Signature of Authorized Signatory :

E. Provost

Signed on April 23, 2021, in Montreal,

Groupe Phoenicia Inc.

Name of Authorized Signatory :

LAURENT CARACI

Signature of Authorized Signatory :

Laurent Caraci

Signed on April , 2021, in Montreal,

Ghaleb Investments Inc.

Name of Authorized Signatory:

Signature of Authorized Signatory :

Signed on April __, 2021, in Montreal,

Groupe Phoenicia Inc.

Name of Authorized Signatory :

Signature of Authorized Signatory :

Signed on April 19, 2021, in Montreal,

Ghaleb Investments Inc.

Name of Authorized Signatory:

Signature of Authorized Signatory :

Dr. Moatasim Kamel Moussy

M. Moussy

