

**SUPERIOR COURT
(COMMERCIAL DIVISION)**

Canada
Province of Québec
District of Montréal
No: 500-11-051741-169
Date: January 29, 2021

Presiding: The Honourable Jean-François Buffoni, J.S.C.

In the matter of the *Companies' Creditors Arrangement Act* (the "CCAA") of:

Corporation Mount Real / Mount Real Corporation

Gestion MRACS Ltée / Gestion MRACS LTD.

Real Vest Investments Ltd.

Corporation Real Assurance Acceptation

Debtors

and

Raymond Chabot Inc.

Monitor

**SUPERIOR COURT
(CLASS ACTION DIVISION)**

Canada
Province of Québec
District of Montréal
No: 500-06-000453-080
Date: January 29, 2021

Presiding: The Honourable Jean-François Buffoni, J.S.C.

In the matter of the *Companies' Creditors Arrangement Act* (the "CCAA") of:

Andrée Ménard

Class Plaintiff

v.

Lino P. Matteo

Paul d'Andréa

B2B Trust

Deloitte LLP

BDO Dunwoody S.R.L.

Schwartz Levitsky Feldman S.R.L.

Defendants

and

Ernst & Young Inc., in the capacity of Liquidator of Services Financiers Penson Canada Inc.

Defendant in continuance of suit

and

Joseph Pettinicchio

Laurence Henry

Andris Spura

Lowell Holden

Mis en cause

and

Fonds d'aide aux actions collectives.

Mise en cause

and

Lino Annisi Palmieri

Mis en cause

ORDER

HAVING READ the *Request for Approval of the Report on the Administration and Distribution* (the "**Approval Application**"), the *Application in Opposition to Liberation of Monitor and to Approve Proof of Claim* of Lino Annisi Palmieri (the "**Application**") and the exhibits and the affidavits filed in support thereof;

CONSIDERING the submissions of counsel;

CONSIDERING the agreement reached between the Monitor and counsel for Lino Annisi Palmieri regarding the Application, which Class Counsel does not contest;;

CONSIDERING the absence of contestation of the Approval Application;

CONSIDERING the *Initial Order* rendered on December 1, 2016;

CONSIDERING the *Order Approving the Filing of a Plan of Arrangement, a Claims Procedure, a Claims Bar Date, a Claims Resolution Process, a Meeting of Creditors and a*

Date for Court Approval of the Plan rendered on December 1, 2016 (the “**Claims Process Order**”);

CONSIDERING the *Order Sanctioning the Amended Plan of Compromise and Arrangement and Issuing a Claims Bar Order and Injunction* rendered on April 26, 2017 (“**CCAA Approval Order**”);

CONSIDERING the Class Action Settlement Order rendered on April 26, 2017 (the “**Class Action Settlement Order**”);

CONSIDERING the provisions of the CCAA;

THE COURT:

- [1] **GRANTS** the Application in part;
- [2] **GRANTS** the Approval Application
- [3] **DECLARES** that all capitalized terms used but not otherwise defined in the present Order (this “**Order**”) shall have the meanings ascribed to them in the Claims Process Order;

Service

- [4] **ORDERS** that any prior delay for the presentation of the Approval Application and the Application is hereby abridged and validated so that the Approval Application and the Application are properly returnable today and hereby dispenses with any further service thereof;
- [5] **PERMITS** service of this Order at any time and place and by any means whatsoever;

Class Counsel

- [6] **PRAYS ACT** of the payment of \$149,713.96 made by Class Counsel to the *Fonds d'aide aux actions collectives*;
- [7] **DECLARES** that Class Counsel has fulfilled its obligations under the *Amended Plan of Compromise and Arrangement*, the CCAA Approval Order, and the Class Action Settlement Order;

Late Claim Acceptance

- [8] **ORDERS** that the Monitor accept the Proof of Claim of Lino Annisi Palmieri in the amount of CAD \$52,500.00 in the Class Action Claims category and of CAD \$153,635.69 in the Ordinary Claim category as having been received subsequent to the Claims Bar Date;

Approval of the Monitor's Final Report and Rendering of Account

- [9] **APPROVES** the Amended Monitor's Final Report dated January 28, 2021, Exhibit P-2A filed in support of the Approval Motion and the activities and conduct of the Monitor as described in such report;
- [10] **APPROVES** the Monitors' rendering of account;

Approval of the Fees and Disbursement of the Monitor

- [11] **APPROVES** the fees and disbursements of the Monitor approved by the Creditors' committee in the amount of \$87,456.61 and the additional fees and disbursements of the Monitor in the amount of \$83,740.35 for a total amount of \$171,196.96 (including taxes) as summarized in sections 3 and 4 and detailed in Schedule B of the Amended Monitor's Final Report (the "**Fees and Disbursements**");

Distribution

- [12] **PRAYS ACT** that the Monitor holds in trust an amount of \$172,641.71;
- [13] **ORDERS** the Monitor to pay, from the amount held in trust, as dividend to Lino Annisi Palmieri the amount of \$24,444.27 (representing 46.6% of the Claim) in satisfaction of his Claim in the Class Action category and the amount of \$1,444.77 (representing 0.94% of the Claim) in satisfaction of his Claim in the Ordinary Claim category, for a total amount of \$25,889.04 (the "**Dividend**");
- [14] **AUTHORIZES** the Monitor, after payment of the Dividend, to apply the remaining balance, including any amount to be recovered by the Monitor for overpayment of deductions at source, to the payment of the Fees and Disbursements;

Discharge of the Monitor

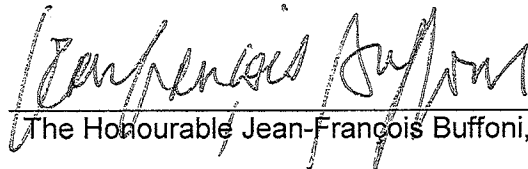
- [15] **ORDERS and DECLARES** that upon the filing of the Monitor's certificate substantially in the form of the certificate attached hereto as **Schedule "A"** (the "**Termination Certificate**") evidencing that all septs requires to complete the CCAA Proceedings have been completed:
- (a) the Monitor shall be discharged as monitor of the Debtors and shall have no further liabilities, obligations, responsibilities or duties with respect to the Debtors including, without limitation, any duties arising under the CCAA, the Initial Order, or any other order issued in the CCAA Proceedings or in the Class Action;
 - (b) the Monitor will have exercised its powers and performed its duties and functions, including but not limited to those under the CCAA, the Initial Order and all other orders issued in the CCAA Proceedings and the Class Action honestly, in good faith and in a commercially reasonable manner;
 - (c) the CCAA Proceedings will be deemed terminated without any other act or formality;

- (d) the Monitor and its respective affiliates and officers, directors, partners, employees and agents (collectively the "**Released Parties**") shall be released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the date of this Order in any way relating to, arising out of, or in respect of the CCAA Proceedings, the Class Action, or with respect to its conduct in the CCAA Proceedings or the Class Action (collectively, the "**Released Claims**"), and any such Released Claims shall be released, stayed, extinguished and further barred and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim or liability arising out of any gross negligence or willful misconduct on the part of the Released Parties; and
- (e) no action or proceeding arising from, relating to, or in connection with, the performance of the Monitor's duties and obligations as monitor of the Debtors shall be commenced or continued without the prior leave of the CCAA Court, on at least seven days' notice to the Monitor and on such terms as the CCAA Court may direct;

[16] **ORDERS** that, notwithstanding any provision of this Order and the termination of the CCAA Proceedings, nothing in this Order shall affect, vary, derogate from or amend any of the rights, approvals, and protections in favour of the Monitor pursuant to the Initial Order and pursuant to any other Order of the Court in the CCAA Proceedings;

General

- [17] **ORDERS** the provisional execution of this Order notwithstanding appeal, and without requirement to provide any security or provision for costs whatsoever;
- [18] **THE WHOLE** without costs.


The Honourable Jean-François Buffoni, J.S.C.

Schedule "A"

Termination Certificate

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Joseph Pettinicchio

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Mise en cause

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Lino Annisi Palmieri

Mis en cause

MONITOR'S TERMINATION CERTIFICATE

RECITALS :

- A. Pursuant to an Order of the Superior Court of Québec (Commercial Division) (the "**Court**") dated December 1, 2016, the Debtors commenced proceedings pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA Proceedings**") and Raymond Chabot Inc. was appointed as monitor of the Debtors (the "**Monitor**") in those proceedings.
- B. Pursuant to paragraph 15 of the Order dated January 29, 2021 (the "**Order**") in these CCAA Proceedings, the Monitor shall be discharged and the CCAA Proceedings shall be terminated upon the Monitor filing this Monitor's Termination Certificate with the Court.

THE MONITOR CERTIFIES THE FOLLOWING:

1. Pursuant to paragraph 15 of the Order, the Monitor hereby certifies that all steps required to complete the CCAA Proceedings have been completed.
2. This Certificate was issued by the Monitor at _____ on _____, 202__.

Raymond Chabot Inc., in its capacity as
Monitor of the Debtors and not in its personal
capacity

Name: Jean Gagnon, CPA, CA, CIRP, LIT
Title: Partner