

**NOTICE OF A HEARING FOR THE APPROVAL OF A SETTLEMENT OF A CLASS ACTION
CONCERNING THE WORK STOPPAGE OF MAY 2007 AT THE NOTRE-DAME-DES-NEIGES
CEMETERY**

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ADDDF and Paul Caghassi v. La Fabrique de la paroisse Notre-Dame de Montréal
(S.C. (district of Montreal): 500-06-000406-070)

The present notice may affect your rights. Please read attentively.

1. OBJECT OF PRESENT NOTICE

By a judgment rendered on August 26, 2009, subsequently rectified on October 8, 2009, the Honourable Sophie Picard, justice of the Superior Court in the judicial district of Montreal (the "Court"), authorized a class action (the "Action") for the following group:

"For the interruption of interment services:

Funeral contract holders (or their beneficiaries) concerning a deceased whose interment was delayed as a result of the interruption, by the Fabrique de la paroisse Notre-Dame de Montréal, of interment services at the Notre-Dame-des Neiges Cemetery, from May 16, 2007 to September 10, 2007."

"For the interruption of maintenance services:

Funeral contract holders (or their beneficiaries) concerning at least one plot granted to the Notre-Dame-des Neiges Cemetery in which a cadaver had already been interred prior to the interruption, by the Fabrique de la paroisse Notre-Dame de Montréal, of interment services at the Cemetery, from May 16, 2007 to September 10, 2007."

The plaintiffs instituted this Action against the Fabrique de la paroisse Notre-Dame de Montréal (the "Fabrique") following the interruption of its activities, between May 16, 2007 and September 10, 2007. The plaintiffs claim various damages in connection with the suspension of interment and maintenance services affecting certain plots in the Cemetery. The Fabrique denies having committed any fault whatsoever.

Since the authorization of the Action, the parties have come to a settlement, without acknowledging any liability on the part of the Fabrique. A transaction has been prepared by the parties in order to confirm the terms of said settlement. The content of the transaction must be approved by the Court.

The present notice constitutes a summary of the projected transaction. It also serves to communicate the date of the hearing in which said transaction shall be submitted for approval to the Court, in order to allow members to argue their rights in this regard.

2. MODALITIES OF THE PROPOSED TRANSACTION

The transaction provides for the payment of a total amount of \$1,158,248.00 in complete and final settlement of all claims linked to the Action. The amount is broken down as follows:

- i) \$850,000.00 for repair measures, of which a portion of up to \$350,000.00 for compensatory measures has been paid directly to members having disbursed additional expenses and in connection to the 1258 plots identified in Annex C of the Transaction;
- ii) \$250,000.00 for the plaintiffs' attorney fees, representing 21.58% of the total amount paid by the Fabrique in accordance with the transaction, in addition to the applicable taxes;
- iii) \$58,248.00 in reimbursement of various disbursements and advances made by the *Fonds d'Aide aux Recours Collectifs*;

A member will have the right to receive compensatory measures: (1) if he is the holder or beneficiary of a funeral contract connected to a plot identified in Annex C or again if he is the resource person identified in said contract; and (2) if he completes an affidavit in support of a reimbursement of expenses to this effect and forwards the affidavit to the Fabrique within the delay and to the address listed in the Transaction.

All members having right to a compensatory measure shall receive a cheque sent by the Fabrique to the address listed in his affidavit by post. If a member has moved since the start of the proceedings, he must communicate between now and midnight of July 16th, 2014 with the plaintiffs' attorneys by filling out the update your coordinates form available on their website www.bga-law.com/cnddn (the "web site") or by contacting them by email, by telephone or by fax in order to bring their coordinates to date.

All cheques that have been issued but not cashed within 6 months of the date of issuance shall be considered as being part of the residue and shall be paid to Maison Monbourquette or, failing that, to Accueil Bonneau, after the direct debits authorized by law have been effected.

No compensatory measure shall be paid to a group member in the event that the plot to which he is connected does not appear in Annex C of the Transaction. This Annex is available on the internet. However, all members of the group shall receive, directly or indirectly, the other repair measures provided for in the Transaction.

The foregoing is only a summary of the Transaction and does not provide a complete description. Members may obtain a copy of the proposed Transaction on the web site or at the Court's registry.

The modalities of the proposed Transaction are subject to the approval of the Court.

3. HEARING RELATED TO THE APPROVAL OF THE TRANSACTION

The hearing related to the approval of the Transaction shall take place on July 18, 2014 at 8:30 am in room 2.08 of the Montreal Courthouse, located at 1, Notre-Dame Street East, Montréal (Québec).

During the hearing, the Court shall hear comments and objections to the proposed transaction.

Any member of the group who wishes to comment on or to oppose the approval of the transaction must do so in writing (by post, email, or by fax) and submit the whole to the plaintiffs' attorneys, by midnight on July 16, 2014 at the latest.

All comments or objections must be forwarded to the Court or to BGA before midnight on July 16, 2014.

An opposition form is available on the web site. A member who does not oppose the approval of the transaction is not required to communicate his acceptance of same to the Court.

Though they are not required to do so, the members of the group, whether or not they have comments or objections, may attend the hearing related to the approval, in person or through an attorney.

4. EFFECT OF THE APPROVAL OF THE PROPOSED TRANSACTION

If the Transaction is approved by the Court, all members of the group shall be bound by its content, unless you have already opted out of the Action. This means that members will not be able to institute an action or make any other claim against the Fabrique with respect to the allegations and exhibits contained in the proceedings.

Furthermore, if a member has opted out of the group, he shall not be bound by the Transaction and shall not be eligible to benefit from any advantage whatsoever that may flow therefrom.

5. ADDITIONAL INFORMATION

For any additional information, please communicate with the plaintiffs' attorneys:

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PUBLICATION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE SUPERIOR COURT

**IN EVENT OF ANY DIVERGENCE BETWEEN THE NOTICE AND THE TEXT OF THE TRANSACTION, LATTER
SHALL PREVAIL**