

The Protocol was drafted in French between the parties. The English version is an unofficial translation of the French version. In the event of any discrepancy between the versions, the French version shall prevail.

**C A N A D A**

**PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL**

No.: 500-06-000480-091

**S U P E R I O U R C O U R T**  
(Class Action)

**ROSEMONT FLOODED CITIZENS'  
COMMITTEE**

Plaintiff

and

**EUGÈNE ROBITAILLE**

Designated Member

v.

**VILLE DE MONTRÉAL**

Defendant

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**PROTOCOL GOVERNING THE LIQUIDATION  
OF INDIVIDUAL CLAIMS**

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## 1. **PREAMBLE**

**WHEREAS** on February 22, 2011 and April 26, 2012, the Superior Court granted authorization for the Rosemont Flooded Citizens' Committee and Eugène Robitaille to institute a class action on behalf of the following individuals:

“Any natural and legal person (with fewer than 50 employees during the 12 months preceding this class action), owners, lessees or sublessees of real property located in the block bounded by De Bordeaux Street, 1<sup>st</sup> Avenue, St-Zotique and Bélanger streets, which had surface water infiltration or sewer back-ups on July 11 or 26, 2009, on July 18, 2011, or on August 21, 2011”.

**WHEREAS** the Parties have agreed to settle their dispute out of court, with no admission of responsibility, subject to Superior Court approval;

**WHEREAS** this Protocol governing the liquidation of individual claims (hereinafter the “**Protocol**”) is an integral part of the settlement agreement (hereinafter the “**Agreement**”) signed by the Parties on November 17 and December 12, 2022 and governs its execution;

**WHEREAS** it is in the interest of the Parties and the Members for individual claims to be processed quickly, efficiently and with a view to ensuring the prudent use of legal resources;

**IN LIGHT OF THE FOREGOING**, the Parties hereby agree as follows:

## 2. **GENERAL PROVISIONS**

- 2.1 The Court will appoint a Claims Administrator to apply this Protocol, to analyze the claims together with the Parties' attorneys, and to distribute the compensation and contributions to eligible Claimants (hereinafter the “**Administrator**”).
- 2.2 In completing any required form or notice referred to in this Protocol, Claimants must declare their understanding that these are official documents, that submitting such forms or notices to the Administrator is equivalent to filing them with the Court, and that any false statement constitutes perjury.
- 2.3 Any questions pertaining to the interpretation and application of this Protocol will be subject to the jurisdiction of the Court.

- 2.4 The terms defined in the Agreement have the same meaning in the Protocol. The masculine form of certain terms has been used only for the purpose of simplifying the text.

### **3. ROLE OF THE CLAIMS ADMINISTRATOR**

- 3.1 Help to finalize the Protocol and to draw up the appendices, including the *Claim Form for Damages* and the *Form to Request a Financial Contribution Toward the Cost of Work* (hereinafter the “**Forms**”) in order to implement this Protocol effectively.
- 3.2 Post the Forms and other relevant documents for the claims process on a page of its website created specifically for this class action.
- 3.3 Maintain an effective communication system, for written and telephone communications, allowing Members to ask any questions regarding their claims or to obtain assistance in completing the Forms, until the Administrator’s final distribution report is submitted.
- 3.4 Receive claims, verify their eligibility and make suggestions to the Parties’ attorneys as to whether a claim should be accepted in whole or in part, or be refused.
- 3.5 Review its suggestion when asked to do so or take notice of the agreement between the Parties, in accordance with the principles and the process referred to in the Protocol.
- 3.6 In the event that a claim is contested before the Adjudicator, receive the Adjudicator’s decision and then apply it.
- 3.7 Distribute the compensation to Claimants.
- 3.8 Report on his administration to the Parties’ attorneys prior to issuing any payment.
- 3.9 Withhold the amounts from claims to cover the legal fees of class counsel and the amount payable to the FAAC, and then pay these amounts.
- 3.10 Manage any cheque not cashed after 6 months from its issue date in accordance with sections 4-F, 5-B (III) and 5-C (III).
- 3.11 Prepare a final report on his administration and present this report to the Parties’ attorneys as well as to the Court.

#### **4. CLAIMS FOR MATERIAL AND MORAL DAMAGES**

##### **A-Claims submitted for material and moral damages**

- 4.1. To submit a claim, a Member will be required to duly complete and send to the Administrator, within 60 days of the last date of publication of a notice of approval of the Agreement, a Claim Form for damages, in accordance with **Appendix 1** (hereinafter the “**Claim Form**”), in addition to any other evidence and documentation required under this Protocol, as necessary, with all these documents constituting the “**Claim File**”.
- 4.2. Claimants will be able to complete the Claim Form online or obtain a copy from the Administrator, upon request.
- 4.3. The Administrator must provide a written acknowledgement of receipt of the Claim File to the Claimant as well as to the Parties’ attorneys, within 7 days of receipt of the documents.

##### **B- Administrator’s analysis of claim files**

- 4.4. Every Claimant must complete the Claim Form.
- 4.5. Every Claimant will be required to provide proof of identity (driver’s licence, health insurance card or birth certificate).
- 4.6. If the Claimant is not the Member for whom the Form is being filed, proof of identity for the Member being represented will have to be provided.
- 4.7. The following evidence will be required to establish that a Claimant is eligible for damages:
  - a) In the case of an owner or co-owner: No document is required to establish title of ownership since the Administrator will have in his possession the list of property owners for the block bounded by De Bordeaux street, 1st avenue, St-Zotique and Bélanger streets at the time that the Events occurred.

The Administrator will verify that the Claimant’s name appears on the list of property owners with regard to the Events for which a Claim is filed.

If the Claimant's name does not appear on the list, the Administrator will ask the Claimant to provide a deed of purchase and/or a deed of sale for the building, or any other document required by the Administrator to prove that he was the owner of the building at the time that the Events occurred.

- b) In the case of a lessee or sublessee: the lease or a proof of address (electricity, phone or cell phone bill, notice of assessment) for each year in respect of which a claim is being filed or any other document proving that he resided at the property during the years covered by the claim and that the Administrator will consider to be sufficient or, if no such documents are available, a written statement included with the Claim Form.
  - c) In the case of other building occupants, who are neither an owner nor a lessee:
    - i. For children of the owners or lessees or their dependant children living in the building in respect of which a claim is being filed on a date that one or more Events occurred: a birth certificate, Court order or other proof of legal guardianship and a proof of address (report card or any other document deemed satisfactory by the Administrator to prove that the child resided at the property during the years covered by the claim) or, if no such documents are available, a written statement included with the Claim Form.
    - ii. For adults: a proof of address (electricity, cable, phone or cell phone bill or notice of assessment) for each year in respect of which a claim is being made or any other document proving that the adult resided at the property during the years covered by the claim and that the Administrator will consider to be sufficient or, if no such documents are available, a written statement included with the Claim Form.
- 4.8. If the Claimant is acting as a legal representative for an adult Member with a legal disability: an official document issued by a public authority or a Court ruling confirming the mandate.
- 4.9. If the Claimant is acting on behalf of a Member who is deceased, the executor or liquidator of the estate will be able to submit a claim and will be responsible for taking all the necessary steps to ensure that amounts are allocated in accordance with the person's last will and

testament or the law, with no legal responsibility to the Parties. He will also be required to submit proof of his appointment as executor or liquidator for the estate, a ruling or any other official document issued by a public authority attesting to such appointment.

- 4.10. The following information and evidence will be required to establish which situation applies to the Claimant, in accordance with paragraph 12 of the Agreement:
- a) The Claimant must declare the date(s) of the flooding sustained on the Claim Form; for each date, the Claimant must explain the circumstances surrounding the flood, the floors and rooms that were flooded, how the water seeped into the building and the damage incurred;
  - b) The Claimant must indicate on the Claim Form the date of construction of the building in respect of which a Claim is being filed, if such date is known. The Administrator will verify the date of construction stated by the Claimant against the list of property owners. For buildings constructed before April 28, 1939, in the event of a discrepancy between the date indicated on the Claim Form and the date in the Administrator's records, sufficient proof will have to be provided to the Administrator to contradict the information on the list of property owners.

#### **I- MATERIAL DAMAGES**

- 4.11. Claimants will be required to complete their statement while providing the following evidence, as necessary:
- a) If the building in respect of which a claim is being filed has sustained flood damage due to a sewer back-up, with water flowing back through **Plumbing appliances in the basement**:
    - i. Photos of the Events or the areas affected at the time of the Events (or in the days that followed), including photographs establishing that the damages were sustained as a result of water flowing back through the Plumbing appliances located in the basement (e.g. a toilet, sink, bathtub, shower, wash basin, washing machine and related drain, floor drain, retention pit or cleanout);
    - ii. If no photos are available, a statement by the Claimant on the Claim Form, or any other evidence showing that the damages sustained were the result of water flowing back

through Plumbing appliances in the building's basement. The Administrator may require any other evidence, as necessary;

- iii. If the building was **constructed after April 28, 1939**, evidence that a backwater valve is (or more than one backwater valves are) installed on the plumbing line to protect Plumbing appliances located in the basement by submitting:

- A plumbing plan for the basement, as attested by a certified plumber, architect or engineer;

or

- An invoice, dated prior to the Event in respect of which the Claim is being filed, received from a certified plumber and indicating work to install, maintain or repair the backwater valve(s);

or

- A statement or a plumbing plan on the Claim Form indicating the plumbing layout in the basement.

- b) If the building in respect of which a claim is being filed has sustained damages due to **surface flooding**

- i. Photos of the Events or the areas affected at the time of the Events (or in the days that followed), including photos establishing that the damages were sustained as a result of surface water seeping into the building through a window, a window well, areaway, depressional area or any other opening, other than cracks or fissures to the building's foundation or understructure;

- ii. If no photos are available, a statement by the Claimant on the Claim Form, or any other evidence showing the Administrator that the damages sustained were the result of surface water seeping into the building through a window well, areaway, depressional area or any other opening, other than cracks or fissures to the building's foundation or understructure. The Administrator may require any other evidence, as necessary.

- c) If the building in respect of which a claim is being filed has sustained flood damage due to a sewer back-up, with water flowing back through **Plumbing appliances** located on the building's **main floor and/or an upper floor**:



- i. Photos of the Events or the rooms or areas affected at the time of the Events (or in the days that followed), including photos establishing that the damages were sustained as a result of water flowing back through the Plumbing appliances located on the main floor and/or an upper floor;
  - iii. If no photos are available, a statement by the Claimant on the Claim Form, or any other evidence showing the Administrator that the damages sustained during the Events were the result of water flowing back through Plumbing appliances located on the main floor and/or an upper floor. The Administrator may require any other evidence, as necessary.
- 4.12. It may be possible to establish an apportionment of responsibility in accordance with paragraphs 14 and 15 of the Agreement, as appropriate.
- 4.13. If the Claimant does not avail himself of the lump sum compensation payment for material damages referred to in paragraph 20 of the Agreement and intends to claim a higher amount of damages, he must indicate the amount to be claimed and provide the following evidence:
  - a) All supporting documents for amounts being claimed, notably bids, damage estimates, invoices, photos of damaged property;
  - b) A statement on the Claim Form as to whether the Claimant had property insurance and, if so, the amount of the deductible assumed by the Claimant as well as the amount of compensation received from the insurer, providing all supporting documents.

**I-I. Processing Claim Files in which the Claimant is availing himself of the lump sum compensation for material damages**

- 4.14. For Claim Files in which the Claimant is availing himself of the lump sum compensation provided for in paragraph 20 of the Agreement, the Administrator must analyze the Claim File within 30 days of receipt and ask the Claimant for any additional or missing documents, when necessary.
- 4.15. The Claimant will have to provide any additional or missing documents, as requested by the Administrator, within 15 days.

- 4.16. Within 60 days of the initial receipt of the Claim File, the Administrator will be required to provide written notification to the Claimant and the Parties' attorneys of his **"Recommendation for how to process the claim"** for material damages, i.e. whether to:
- a) Accept the claim, indicating the amount that the Claimant would be eligible to receive based on the Administrator's analysis of the Claim File;
  - b) Reject the claim, indicating the grounds for refusal;
  - c) Partially accept the claim, indicating the reasons supporting his decision and proposing an amount that the Claimant would be eligible to receive based on the Administrator's analysis of the Claim File.
- 4.17. Additional documents required and obtained by the Administrator will form part of the Claim File.
- 4.18. The Claim File must be remitted to the Parties' attorneys at the same time as the Administrator's recommendation for how to process the claim.

**I-II. Processing Claim Files in cases where the Claimant is not availing himself of the lump sum compensation for material damages**

- 4.19. Claim files in respect of which the Claimant is not availing himself of the lump sum compensation provided in paragraph 20 of the Agreement are not analyzed by the Administrator with regard to material damages. The Administrator will forward such files to the Parties' attorneys within 7 days of receipt of the Claim File.
- 4.20. In the event that a lump sum compensation payment is claimed for certain events, but not others, in a Claim File, the Administrator will only analyze those claims for Events in respect of which the Members are availing themselves of a lump sum payment and will make a partial recommendation on how to process the claim. The Defendant's attorneys will analyze the other claims.
- 4.21. Within 30 days of receipt of the Claim File, the defendant will send its **"Defendant's Position"** to class counsel as well as to the Administrator, as stipulated in paragraphs 4.32 and 4.33 below, with any necessary changes being made.

- 4.22. Thereafter, the claim will continue to be processed in accordance with the rules and procedures set out in paragraphs 4.35 and following of the Protocol.

## **II- PROCESSING OF MATERIAL DAMAGES WHEN SEVERAL CLAIMANTS ARE CO-OWNERS OR CO-LESSEES IN THE SAME BUILDING**

- 4.23. If several Claimants are co-owners of, or co-lessees in, the same building at the time of one or more of the Events, the Administrator will have to inform the Claimants and the Parties' attorneys of the situation as quickly as possible and therefore will have to consider dividing the compensation for material damages as provided in paragraphs 20.1 and 20.2 of the Agreement.
- 4.24. In such circumstances, the amount to be received for material damages will be shared equally, unless otherwise indicated by each of the Claimants, i.e. the co-owners or the co-lessees.
- 4.25. The owners and lessees at the same address will not share the compensation provided.
- 4.26. In the event that not all Members referred to in the situation outlined in paragraph 4.23 avail themselves of the lump sum compensation, the Claimants who claimed such compensation will be entitled to receive a share of the payment while Claimants who did not avail themselves of the lump sum compensation will be eligible to receive the amount proven, minus the amount granted to the other Claimants.

## **III-MORAL DAMAGES**

- 4.27. The Administrator will analyze all requests for moral damages.
- 4.28. The Claimant will provide the following to establish that a Member's basement was habitable:
- a) Photos of the basement at the time of the Events (or in the days that followed).
  - b) If no such photos are available, older and/or more recent photos of the basement with a statement by the Claimant of the date on which they were taken, to be included on the Claim Form or, if no older or more recent photographs are available, a detailed statement explaining how the basement is used. The

Administrator can require any additional details or evidence, as necessary.

- 4.29. To establish that a Claimant is eligible to receive moral damages as the person occupying the damaged premises, in accordance with paragraph 24 of the Agreement, photos or a statement on the Claim Form that the Claimant lived or had his room in the flooded area.
- 4.30. The Administrator will be required to provide written notification to the Parties' attorneys and the Claimant, within 60 days of receipt of the Claim File, indicating his **"Recommendation for how to process the claim"** in respect of moral damages, as described in paragraph 4.16 above.

### **C- The Parties' Processing of Claim files**

- 4.31. The defendant will be required to either send its position regarding the Administrator's recommendation for how to process the claim for material and/or moral damages to class counsel within 30 days of receipt of the recommendation, or provide notification that it is suspending its decision in accordance with the following.
- 4.32. Class counsel will notify the Claimant as soon as possible.

### **I- COMMUNICATION OF THE DEFENDANT'S POSITION**

- 4.33. In cases where the defendant's attorneys are able to take a position, they will be required to send the Defendant's position to the Administrator and class counsel, indicating whether the defendant agrees or disagrees with the Administrator's Recommendation.
- 4.34. In the event that the defendant disagrees with the Administrator's proposal, the defendant will indicate:
  - a) If the claim was completely rejected: the grounds for contesting, including documentary evidence, if applicable, notably regarding the fact that the Claimant does not qualify as a Member, the lack of causation, apportionment of responsibility and the amount of the claim, as the case may be;
  - b) If the claim was partially rejected: the grounds for contesting, including documentary evidence, if applicable, notably regarding apportionment of responsibility and the amount of the claim, as the case may be. The defendant's attorneys will be required to

propose the amount that the Member would be eligible to receive based on their analysis.

## **II- SUSPENSION OF THE DEFENDANT’S POSITION**

- 4.35. In cases where the defendant’s attorneys suspend their decision regarding their position at this stage, they must either ask class counsel to provide clarification or additional evidence or inform them that they wish to examine the Claimant.

### **II-I. Request for clarifications or additional evidence**

- 4.36. All such requests must be submitted within the same timeframe as indicated in paragraph 4.31 above.
- 4.37. The Claimant or his attorneys, as the case may be, will be required to provide clarifications or additional evidence within 15 days.
- 4.38. The defendant’s attorneys will be required to submit the Defendant’s position within 15 days of receipt of the clarifications or additional evidence, as stipulated in paragraph 4.33 or 4.34 above.

### **II-II. Examination**

- 4.39. No examination will take place for claims in respect of which the amount being claimed by the Claimant, or the amount recommended by the Administrator, is less than \$30,000.
- 4.40. For claims representing an amount of \$30,000 or more, the defendant’s attorneys will be able to examine the Claimant for a maximum of two hours. The matters to be discussed during the examination must be stated when the examination is requested.
- 4.41. The examination must take place within 30 days of receipt of the request for examination.
- 4.42. Additional evidence may be required as undertakings.
- 4.43. The defendant’s attorneys will be required to complete the defendant’s position and send it to class counsel within 15 days of receipt of the stenographic notes from the Claimant’s examination or the undertakings, as stipulated in paragraph 4.33 or 4.34 above.

#### **D-Claimant's position regarding the defendant's position**

- 4.44. Within 30 days of receipt of the defendant's position, the Claimant or his attorneys must take a position regarding the defendant's position by communicating the Member's position.
- 4.45. Once class counsel has informed the Claimant of the defendant's position, the Claimant will be able to ask class counsel or another attorney of his choice to represent him, or choose to represent himself. Regardless of the decision made, the Claimant will always be bound by the fee agreement with class counsel to be approved by the Court.
- 4.46. In a case where the Claimant and class counsel agree upon a representation mandate following the Administrator's recommendation or the defendant's position, a specific agreement will be signed in accordance with the terms and conditions to be determined between them.
- 4.47. If all parties agree on the claim and the related amount, the defendant's attorneys will send a cheque to the Administrator, within 30 days of receipt of the Member's position, to settle the claim. Interest and the additional indemnity will be calculated in accordance with paragraphs 25 to 27 of the Agreement and will cease to be calculated at the date on which such cheque is issued to the Administrator.
- 4.48. If the parties disagree, they must try to settle the claim out of court themselves or with the assistance of a mediator.

#### **E-Contested claims, the Adjudicator and decision-making process**

- 4.49. If the parties fail to reach an agreement within 30 days of the communication of the Member's position indicating that the parties disagree, the Administrator will appoint a mutually agreed-upon Adjudicator to reach a decision regarding the claim.
- 4.50. The Adjudicator will have the power of a special clerk under article 600 of the *Code of Civil Procedure*, as completed by the terms of this Protocol.
- 4.51. The defendant will assume the Adjudicator's costs.
- 4.52. Within 30 days of the Adjudicator's mandate, the defendant's attorneys will provide the **Adjudication File** to the Adjudicator, with

a copy being provided to the Claimant or his attorneys. The **Adjudication File** will include:

- a) The Claim File including any clarifications, additional evidence received and/or the stenographic notes from the examination and any undertakings received, as applicable;
  - b) The Administrator's recommendation;
  - c) The Parties' respective positions;
  - d) The defendant's attorneys will include written representations of a maximum of 5 pages with the Adjudication File.
- 4.53. The Claimant or his attorneys will be required to send written representations of a maximum of 5 pages to the Adjudicator and the defendant's attorneys within 20 days of receipt of the Adjudication File and the defendant's written representations.
- 4.54. The Adjudicator will base his decision on the Adjudication File and the written representations received from the Claimant and the attorneys, as the case may be, unless the Adjudicator or one of the parties requests a hearing, which can last no more than 3 hours.
- 4.55. The Adjudicator will provide a written decision within 30 days of receipt of the written representations made by the Claimant or his attorneys or the hearing that was held, as the case may be.
- 4.56. The Adjudicator's decision will be equivalent to a decision made by the Court and will be subject to appeal in accordance with the normal rules in the *Code of Civil Procedure*.

**F- Payment of claims to Members and amounts withheld**

- 4.57. The defendant's attorneys will send a cheque for each claim to the Administrator as settlement within 30 days of an agreement being reached by all the parties regarding the claim and its amount or of a final decision being made by the Adjudicator or the Court of Appeal. Interest and the additional indemnity will be calculated in accordance with paragraphs 25 to 27 of the Agreement and will cease to be calculated at the date on which a cheque is issued to the Administrator.
- 4.58. After receiving cheques issued by the defendant to settle the claims, the Administrator will verify the interest and additional indemnity

calculations. In the event of any calculation errors, the Administrator will notify the defendant's attorneys as soon as possible.

- 4.59. At least 15 days prior to paying any amount to the Claimants, class counsel or the FAAC, the Administrator will provide a report on the impending distribution to the Parties' attorneys, who will have said period to notify the Administrator if they disagree with the calculations, if applicable.
- 4.60. The Administrator will withhold from the amounts allocated to each Claimant those amounts to be paid to class counsel under paragraph 48 of the Agreement.
- 4.61. The Administrator will then withhold the amount payable to the FAAC following the deduction provided for in the preceding paragraph, in order to implement paragraph 49 of the Agreement.
- 4.62. The Administrator will provide the amount payable to each Claimant, either via cheque or Interac transfer, as specified on each Claim Form.
- 4.63. Any cheque that is not cashed within 6 months of being issued will be cancelled and the amount will be paid and added to the fund for contributions toward the cost of work described in section 5 A below.
- 4.64. The Administrator will pay to class counsel amounts withheld on claims for moral and material damages in accordance with paragraph 48 of the Agreement, as soon as possible after amounts are sent to the Claimants or as instructed by the Court.
- 4.65. The Administrator will send the amounts withheld under paragraph 49 of the Agreement to the FAAC as soon as possible after amounts are sent to the Claimants or as instructed by the Court.

## **5. CLAIMS FOR CONTRIBUTION TOWARD THE COST OF WORK**

### **A-General**

- 5.1 The defendant will pay an amount of \$100,000 to the Administrator for the management and distribution of contributions toward the cost of work.
- 5.2 The Administrator will pay to class counsel amounts withheld on contributions toward the cost of work in accordance with paragraph



48 of the Agreement, as soon as possible or as instructed by the Court.

- 5.3 In using the balance, priority will be placed on contributions toward the cost of installing backwater valves and carrying out other work in compliance with By-law 11-010 concerning the protection of buildings against sewer back-up (hereinafter "[By-law 11-010](#)").
- 5.4 If this amount is not fully used to help cover the cost of work in compliance with By-law 11-010, any remaining balance available will be paid to the Claimants who still own the building that was flooded during one or more Events and who wish to carry out demineralization work (work to remove concrete/remove asphalt/slabs from private land to green the space or install environmentally friendly paving stones/open honeycomb paving blocks).
- 5.5 A Claimant may be eligible for a contribution toward the cost of work even if his claim for material and/or moral damages has been refused, provided he meets the conditions indicated below.
- 5.6 The maximum financial contributions per building provided for in paragraphs 41 and 45 of the Agreement cannot be exceeded, despite the filing of several contribution requests by owners of the same building.
- 5.7 In the event of multiple requests by co-owners for the same work, the amount will be shared equally between them, unless otherwise indicated to the Administrator by all the co-owners. For claims for separate work on the same building, each claimant may receive a contribution for the eligible work carried out, without exceeding the maximum amount per building and reduced in proportion between the owners (*prorata*).
- 5.8 Claimants may nevertheless file a request for each of the two possible contributions toward the cost of work, one under section B and another under section C below.
- 5.9 Each Claimant will be responsible for obtaining any necessary permits from the borough to complete this work, notwithstanding this Agreement.
- 5.10 The Claimant will be required to duly complete and send to the Administrator, within 60 days of publication of the Notice of approval of the Agreement, a "**Notice of Intention**" in accordance with **Appendix 2**, if he wishes to carry out such work or a "**Claim for**

**contribution”** in accordance with **Appendix 4** if backwater valves have already been installed or other work has already been completed in compliance with By-law 11-010 between July 1, 2011 and the date on which the Agreement was approved.

- 5.11 The Claimant will also provide any evidence and documents required under this Protocol to the Administrator within that period of 60 days.
- 5.12 Each Claimant will provide proof of identity (driver's licence, health insurance card or birth certificate) in support of his claim.
- 5.13 If the Claimant is not the Member for whom the Claim has been filed, he must provide proof of identity for the Member being represented.
- 5.14 If the Claimant is acting as a legal representative for an adult Member with a legal disability, an official document issued by a public authority or a Court judgement confirming the mandate must be provided.
- 5.15 The Notice of intention form and form to Claim a contribution can be completed online or a copy can be obtained from the Administrator, upon request.
- 5.16 The Administrator must provide a written acknowledgement of receipt of the Notice of intention and Claim for contribution to the Claimant and the Parties' attorneys within 7 days of receipt.

## **B-Contributions for the installation of backwater valve(s) and other work in compliance with By-law 11-010**

### **I- FILING REQUESTS FOR CONTRIBUTION**

- 5.17 A Claimant is eligible to receive a financial contribution for such work provided that:
  - a) He is still the owner of the building on the block bounded by De Bordeaux street, 1st avenue, St-Zotique and Bélanger streets on the day on which the Agreement is approved by the Superior Court, in the event that he wants to have such work carried out. If the request pertains to backwater valves that have been installed, or other work that has been completed, in compliance with By-law 11-010, this obligation does not apply.

- b) He was the building owner when one or more of the Events occurred.
  - c) His property was flooded during one or more of the Events.
- 5.18 No document is required to establish title to property. The Administrator will verify that the Claimant's name appears on the list of property owners at the time of the Event(s) and on the date on which the Settlement was approved by the Court, for a property covered by the Claim. If a Claimant's name does not appear on the list, the Administrator will ask the Claimant to provide a copy of the deed of purchase and/or sale for the property or any other document required by the Administrator to prove that he was the owner of the building at the time that the Event(s) occurred.

#### **I-I. Claim to carry out such work**

- 5.19 A Claimant who wishes to carry out such work will be required to complete a Notice of intention in accordance with Appendix 2, providing the following evidence:
  - a) Photos of at least one of the Events and the rooms or areas in the building that were flooded at the time of the Event (or in the days that followed) to show that the building was flooded or had a sewer back-up.
  - b) If no such photos are available, a statement by the Claimant explaining the circumstances surrounding the flood, the floors and rooms that were flooded and how the water seeped into the building, or any other evidence demonstrating to the Administrator that the Claimant sustained damages as a result of the Events. The Administrator may require any other evidence, as necessary.
  - c) A detailed bid from a certified plumber, establishing the value of the work in compliance with By-law 11-010;
  - d) A **Plumber's Statement**, in accordance with **Appendix 3**, that the work in question is included in By-law 11-010, unless a backwater valve is (or backwater valves are) being installed, in which case such information indicated on a bid is sufficient.

## **I-II. Claim for such work that has already been completed**

- 5.20 A Claimant who has already had such work done between July 1, 2011, and the approval of the Agreement must complete a Claim for contribution in accordance with Appendix 4, providing the same evidence as in the preceding section. However, instead of a bid from a plumber, he must provide the invoice(s) submitted by a plumber holding an RBQ licence showing that the backwater valve(s) was (were) installed or that the other work was completed in compliance with By-law 11-010. The invoice(s) must indicate the date and value of the work.

## **II- PROCESSING OF REQUESTS BY THE ADMINISTRATOR**

### **II-I. Claim to carry out such work**

- 5.21 The Administrator must, within 30 days of the filing of the Notice of intention or the Claim for contribution as well as supporting evidence, analyze the documents and request any additional or missing documents from the Claimant. The Claimant or his attorneys, as the case may be, will have 15 days in which to provide additional evidence.
- 5.22 Where Claimants who have filed a Notice of intention are concerned, the Administrator will notify the Parties' attorneys and the Claimant of his "**Decision regarding eligibility**" within such period of 30 days.
- 5.23 The Administrator's decision is final and cannot be contested.
- 5.24 Within 6 months of sending a favourable decision regarding the Claimant's eligibility, the Claimant must have the work completed and send the Administrator the invoice(s) received from the plumber who submitted the bid and the plumber's statement in Appendix 3.
- 5.25 The defendant's attorneys will have 15 days to verify whether a grant has been requested and approved by the defendant for the same work and to send the evidence and the related amount of such grant to the Administrator.

### **II-II. Claim for such work that has already been completed**

- 5.26 Within 30 days of the Claim for contribution being filed, the Administrator must analyze such documents and request and obtain

any additional or missing documents from the Claimant. The Claimant or his attorneys, as the case may be, will have 15 days in which to provide additional evidence.

- 5.27 Within 15 days of the receipt of the documents, as the case may be, the Administrator will inform in writing the Parties' attorneys and the Claimant of his decision regarding the claim or refer the claim to the defendant's attorneys if he is not able to establish that the work was completed in compliance with By-law 11-010.
- 5.28 The defendant's attorneys will have 15 days to verify whether a grant has been requested and accepted by the defendant for this same work and to send the evidence and the related amount of such grant to the Administrator.

### **III- PAYMENT OF CLAIMS FOR CONTRIBUTIONS TOWARD THE COST OF WORK IN COMPLIANCE WITH BY-LAW 11-010**

- 5.29 The Administrator will calculate amounts to be paid as a contribution toward the cost of work required under By-law 11-010 according to the parameters in the Agreement and withhold such amounts until he has reached a decision regarding all claims files for work in compliance with By-law 11-010 since, in the event that the total amount of contributions exceeds the available amount, the Administrator will calculate a pro rata amount.
- 5.30 The Administrator's decision is final and cannot be contested.
- 5.31 Any cheque that is not cashed within 6 months of being issued will be cancelled and the amount will be paid and added to the funds available for contribution for demineralization work.

## **C-Contributions for demineralization work**

### **I- FILING OF REQUESTS FOR CONTRIBUTION**

- 5.32 A Claimant qualifies for a financial contribution for such work if:
  - a) He is still the owner of the building on the block bounded by De Bordeaux street, 1st avenue, St-Zotique and Bélanger streets on the date on which the Agreement was approved by the Superior Court.

b) He was the building owner when one or more of the Events occurred.

c) His property was flooded during one or more of the Events.

5.33 Paragraphs 5.18 to 5.19 above apply to this section, with the necessary changes being made. In this respect, a contractor will be required to provide a bid detailing the planned demineralization work, making it possible to establish the value of such work, in addition to photos of the areas which will be demineralized.

## **II- PROCESSING OF REQUESTS BY THE ADMINISTRATOR**

5.34 The Notices of intention to carry out demineralization work will only be examined by the Administrator if there are any funds remaining after payment of claims for contributions towards the cost of work in compliance with By-law 10-010.

5.35 If applicable, within 30 days of payment for contributions towards the cost of work in compliance with By-law 11-010, the Administrator must analyze requests for demineralization work, request and obtain any additional or missing documents from the Claimant and provide written notification to the Parties' attorneys and the Claimant of his decision regarding a Claimant's eligibility.

5.36 The Administrator's decision is final and cannot be contested.

5.37 Within 6 months of the Administrator sending its decision informing the Claimant that he qualifies for a contribution toward the cost of demineralization work, the Member will be required to submit the following evidence to the Administrator:

a) The invoice(s) received from the contractor that carried out the work;

b) Photos of the demineralized site.

5.38 Within 30 days after which the documents referred to in the preceding paragraph were sent, the Administrator must analyze such documents, request and obtain any additional or missing documents from the Claimant and provide written notification to the Parties' attorneys and Claimant of his decision regarding the claim. The Claimant will have 15 days in which to respond to any request made by the Administrator.

5.39 The Administrator's decision is final and cannot be contested.

### III- PAYMENT OF CLAIMS FOR A CONTRIBUTION TOWARD THE COST OF DEMINERALIZATION WORK

5.40 The Administrator will calculate the amount to be paid as a contribution toward the cost of demineralization work in accordance with the parameters in the Agreement.

5.41 In the event that the total amount of contributions for demineralization work exceeds the remaining amount that is available, the Administrator will be required to calculate a pro rata amount.

5.42 Any cheque that is not cashed within 6 months of being issued will be cancelled and the amount will become a balance.

## 6. ADMINISTRATOR'S REPORT

6.1 The Administrator will prepare a final report on his administration to be presented to the parties and the Court (hereinafter the "**Final Report**"), including the distribution of compensation to the Claimants, as soon as it can be determined whether a balance will remain after the amounts of compensation have been distributed.

6.2 The Final Report will cover the distribution made by the Administrator in respect of material and moral damages, contributions toward the cost of work in compliance with By-law 11-010 and demineralization work.

6.3 The Final Report will include:

- a) Work completed throughout the claims process as well as the claims;
- b) Statistics held regarding the publication of claims notices;
- c) The number of claims received for each claim component;
- d) Rejected claims and the grounds for refusal;
- e) The amounts paid to Members, attorneys and *the Fonds d'aide aux actions collectives*; and

f) Any remaining balance, if applicable.

- 6.4 The Administrator shall pay to the FAAC any amounts it is due arising from the application of paragraph 37 of the Agreement, section 1 (1<sup>o</sup>) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives* and article 596 C.C.P., if applicable, as soon as possible following the Judgment and as directed by the Court in this regard

## **7. CLOSING JUDGEMENT**

- 7.1 After they receive the Final Report, the parties will initiate proceedings as quickly as possible to obtain a closing judgement.
- 7.2 Once the Court provides a closing judgement discharging the Administrator, the Administrator will provide the parties with a complete copy of the contents of the database created for the claims process, including claims data and information on how claims were processed.