

Federal Court



Cour fédérale

Date: 20210203

Docket: T-1290-18

Citation: 2021 FC 113

[ENGLISH TRANSLATION]

Ottawa, Ontario, February 3, 2021

PRESENT: The Honourable Associate Chief Justice Gagné

CLASS PROCEEDING

BETWEEN:

**TIMOTHY J. BERNLOHR,
JOHN C. CHARLES, EUGENE I. DAVIS,
TODD DILLABOUGH,
JOSEPH C. KOLSHAK, SEAN MENKE,
MICHAEL ROUSSEAU AND
DONALD T. THOMAS**

Applicants

and

**FORMER EMPLOYEES OF AVEOS FLEET
PERFORMANCE INC. SUBJECT TO THE
WAGE RECOVERY APPEAL; ABDELAZIZ
AACHATI ET AL.**

Respondents

JUDGMENT AND REASONS

I. Overview

[1] The Court is considering a motion by the respondent Gilbert McMullen, representing the 1,961 former employees of Aveos Fleet Performance Inc., asking the Court to approve the out-of-court settlement agreement the parties entered into on November 2, 2020 [the Agreement], a copy of which is attached to this judgment (including its annexes A and B).

[2] The applicants were all former directors of Aveos at the time of its bankruptcy in 2012. As such, they were the subject of payment orders in favour of the respondents, issued by an inspector of the Employment and Social Development Canada Labour Program. These payment orders were subsequently confirmed on appeal by referee Pierre Flageole, appointed under the *Canada Labour Code*, RSC 1985, c L-2.

[3] In their application for judicial review of that decision, the applicants argue, among other things, that the referee erred in concluding that the claims made through the payment orders were not time-barred in April 2017, pursuant to subsection 119(3) of the *Canada Business Corporations Act*, RSC 1985, c C-44. In their view, it was wrong to equate the Notice of Investigation issued in December 2013 with a judicial application that interrupted the limitation period, pursuant to article 2890 of the *Civil Code of Québec*.

[4] On June 20, 2019, the Court granted leave to proceed with the application for judicial review brought by the applicants in the (reverse) class proceeding and appointed the respondent McMullen as representative of the class of respondents (*Federal Courts Rules*, SOR/98-106, r 334.14(2)).

[5] Since the notice to members attached to the Court's order authorizing the continuation of this class proceeding was transmitted, only three members have opted out: respondents Michael Fennessy, John Douglas FASTER and Peter Tsoukalas, who have been represented from the outset by Cavalluzzo LLP. They are, however, signatories to the Agreement and fully adhere to it.

[6] Again, I note that Trudel, Johnston & Lespérance provided *pro bono* representation to members of the McMullen class of respondents.

[7] That said, no member of the group of respondents opposed the Agreement.

II. Overview of Agreement

[8] The Agreement provides that the applicants will pay a lump sum of \$1,900,000 in full and final settlement of their dispute with the respondents. This amount will be shared among the respondents whose claims exceed \$25, up to the claims admitted for payment and, in the event of a shortfall, on a *pro rata* basis.

[9] If there is a remainder, an initial \$100,000 will be returned to the applicants, and any surplus [TRANSLATION] “will be used to effect a remedy to be determined by the parties, for the benefit of the members, and approved by the Federal Court”.

[10] The Notice to Member previously approved by the Court and forming Annex A to the Agreement requires members to confirm their address with the Labour Program, which will

administer payments to members. Counsel for the respondent McMullen will proceed with the calculation of the wages and compensation due to each of the respondents, in accordance with the calculation method adopted by referee Flageole and taking into account any applicable compensation. Once all claims have been received, they will confirm the amount to be paid to each of the respondents who have confirmed their address, in accordance with the terms of the Agreement.

[11] There are therefore no administration fees or professional fees to be paid out of the settlement amount.

III. Analysis

[12] A class action settlement, even in a reverse class proceeding like this, must be approved by the Court to ensure that it is fair, reasonable and in the best interests of the class as a whole (*McLean v Canada*, 2019 FC 1075 at paras 64–65 [*McLean*]; *Wenham v Canada (Attorney General)*, 2020 FC 588 at para 48 [*Wenham*]).

[13] The factors to be considered in the Court’s analysis have been reiterated by the Court on several occasions (see for example *Condon v Canada*, 2018 FC 522 at para 19, *McLean* at para 64 and *Wenham* at para 50). They are non-exhaustive, and their weight varies according to the circumstances:

- a. the likelihood of recovery or likelihood of success;
- b. the amount and nature of discovery, evidence or investigation;
- c. terms and conditions of the proposed settlement;

- d. the future expense and likely duration of litigation;
- e. the recommendation of neutral parties, if any;
- f. the number of objectors and nature of objections;
- g. the presence of arm's length bargaining and the absence of collusion;
- h. the information conveying to the Court the dynamics of, and the positions taken, by the parties during the negotiations;
- i. the degree and nature of communications by counsel and the representative plaintiffs with class members during the litigation; and
- j. the recommendation and experience of counsel.

[14] All settlements must be considered as a whole and in context. They require trade-offs on both sides and are rarely perfect, but they must nevertheless fall within a “zone or range of reasonableness” (*McLean* at para 76, citing *Ontario New Home Warranty Program v Chevron Chemical Co*, 46 OR (3d) 130 at para 89).

[15] In this case, the counsel for the parties are unanimous. The negotiations took place in harmony, each having shown good faith and agreed to compromise.

[16] The respondents were confident but realistic in considering their chances of success. The issue at the heart of the application for judicial review is one of limitation periods for which there is no real precedent, and which often results in an “all or nothing” outcome.

[17] Moreover, even if a judicial review is a summary proceeding, the amount at stake could have justified exhausting the avenues of appeal. The employer ceased operations in 2012 and the respondents have been awaiting payment of their wages and indemnities since then. A settlement definitively closes the door to legal proceedings, in everyone's interest.

[18] In order to assess the terms of the Agreement, the payment provided for therein must be compared with the best of the results that the respondents could expect with a final judgment. If they had been successful on all counts, they would have divided the sum of \$2,732,626.93. A quick calculation leads to the conclusion that if 100% of the respondents confirm their address with the Labour Program, they will all receive just over 69% of their admitted claim for payment.

[19] At the time of the hearing before the Court, 900 of the 1,961 respondents had confirmed their addresses. As a result, and if the trend continues, it is possible that those who confirm their address will receive close to 100% of their admitted claim.

[20] All of these factors, combined with the fact that no legal or management fees will be taken from the settlement amount, make this the best possible outcome to this application for judicial review, for everyone but particularly for the respondents. In fact, none of the factors under consideration suggest otherwise.

[21] In closing, it is important to note that by endorsing the Agreement, the Court is in no way ruling on the merits of referee Pierre Flageole's decision, and therefore does not decide the issues raised by the applicants' application for judicial review.

[22] With consent of the parties, no costs will be awarded in this application or on the merits of the case.

JUDGMENT in T-1290-18

THIS COURT’S JUDGMENT is as follows:

1. The Agreement is fair, reasonable and in the best interests of the respondent members.
2. The Agreement constitutes a full and final settlement of any dispute arising from the decision of referee Pierre Flageole.
3. The Agreement is to be implemented by the Labour Program of Employment and Social Development Canada, according to the terms and conditions contained therein.
4. The parties and the Labour Program representatives are required to comply with the Agreement.
5. The Labour Program representatives are required to cooperate with counsel for the respondents in the preparation of a Final Report to be submitted to the Court in connection with the administration of the Agreement.
6. The Court will reserve jurisdiction over this matter and may decide any question or disagreement that may arise in the administration of the Agreement.
7. No costs will be awarded.

“Jocelyne Gagné”

Associate Chief Justice

ANNEX “1”

[TRANSLATION]

COURT FILE NO.: T-1290-18

FEDERAL COURT

BETWEEN:

**TIMOTHY J. BERNLOHR, JOHN C. CHARLES, EUGENE I. DAVIS, TODD
DILLABOUGH, JOSEPH C. KOLSHAK, SEAN MENKE, MICHAEL ROUSSEAU AND
DONALD T. THOMAS**

Applicants

and

**FORMER EMPLOYEES OF AVEOS FLEET PERFORMANCE INC. SUBJECT TO
THE WAGE RECOVERY APPEAL; ABDELAZIZ AACHATI ET AL.**

Respondents

SETTLEMENT AGREEMENT

PREAMBLE

CONSIDERING the Notice of Application filed by the Applicants on July 3, 2018, requesting judicial review of a decision rendered by referee Pierre Flageole;

CONSIDERING the Motion of respondent Gilbert McMullen to have the proceeding authorized as a class proceeding and to appoint a representative respondent;

CONSIDERING that, by judgment dated June 20, 2019, the Court granted said Motion, authorized the proceedings to continue as a class proceeding and appointed Gilbert McMullen, represented by the firm Trudel Johnston & Lespérance (TJL), to represent all the respondents except those who had opted out of the proceedings;

CONSIDERING that three class members, namely Michael Fennessy, Peter Tsoukalas, and John Douglas Foster, have opted out of the class action and that they are all represented by Cavalluzzo LLP;

CONSIDERING that the parties have negotiated in good faith to conclude this settlement agreement;

AND CONSIDERING the provisions of the *Canadian Labour Code*, as they apply to payment orders issued by Employment and Social Development Canada (hereinafter, **the Labour Program**) in this case;

THE PARTIES AGREE AS FOLLOWS:

General Provisions

1. The preamble is an integral part of this agreement.
2. The Applicants will pay, from the funds held by the Labour Program, the lump sum of \$1,900,000, without interest, in full and final settlement of the dispute between them and the Respondents.
3. The lump sum will be shared among the Respondents up to the amount of their Claim accepted for payment, as defined below. If the lump sum is insufficient to pay the total amount of accepted Claims for payment, the sum will be distributed *pro rata* for the amounts owed for the Claims. However, members whose claim is less than \$25 will not receive any compensation, and their claim will be deemed reduced to zero dollars.
4. Any remainder from the \$1,900,000 lump sum after the end of the distribution process described below will first be reimbursed to the Applicants, up to an amount of \$100,000. This amount will be reimbursed, as provided for in paragraph 20 herein, in accordance with the irrevocable direction to pay dated February 12, 2017, provided to the Labour Program by the Applicants and which was filed as Exhibit A-3 in support of the notice of appeal of April 12, 2017, filed with the Minister of Labour.
5. The funds paid to the Labour Program by the Applicants in accordance with the payment orders, i.e. an amount of \$3,052,833.13, plus all interest generated on the funds, less the lump sum of \$1,900,000, will be reimbursed by the Labour Program for the benefit of the Applicants in accordance with the irrevocable direction to pay dated February 12, 2017, provided to the Labour Program by the Applicants and which was filed as Exhibit A-3 in support of the notice of appeal of April 12, 2017, filed with the Minister of Labour. This payment must be made no later than 60 days after the approval of this agreement by the Court.

Distribution process

6. The Labour Program will administer the payment of the amounts to be paid to members in accordance with the instructions provided by the parties in this agreement.
7. A notice to members will be published in accordance with the provisions of this settlement agreement and the publication plan ordered by the Federal Court.

8. That notice, a draft of which is attached to this agreement as Annex A, must first be approved by the Federal Court and will indicate:
 - a. that a settlement agreement has been reached between the parties;
 - b. the nature of the agreement and the mode of distribution it provides for;
 - c. that this agreement will be submitted for approval to the Federal Court at the date and time determined by the Court, in Montréal;
 - d. that they may submit to the Court their claims against the agreement;
 - e. that they must without fail confirm their postal addresses to the Labour Program by email, mail or telephone, in order to obtain their compensation;
 - f. that in the case of a deceased member, the liquidator of the estate must send the Labour Program his or her contact information, including the mailing address, and indicate that the member is deceased in order for the cheque to be made payable to the estate; and
 - g. that future communications concerning the appeal will be sent to the members by mail and that it is therefore essential to notify the Labour Program of any change of address.
9. The parties will propose to the Court the draft distribution plan attached to this agreement as Annex B. This draft provides that the notice will be sent by the Labour Program within 45 days of the judgment approving the notice, by regular mail to the last known address of each of the former Aveos employees. TJJ will also email the notice to anyone who has subscribed to a mailing list on the TJJ website.
10. Within 5 days of the judgment approving the notice to members and the distribution plan, TJJ will provide the Labour Program with a list of the mailing addresses of members on its mailing list and any updates received.
11. If the Court approves the agreement, for any correspondence not delivered by Canada Post and returned to the Labour Program when the notice is sent to the members, the Labour Program will make reasonable efforts to trace the recipients using the same tools and techniques as in their usual procedure, whether using Canada 411 or otherwise.
12. For envelopes not returned to its offices, but for which the recipients have not confirmed their address, the Labour Program will send out a second mailing in an attempt to contact them. The Labour Program may also request the collaboration of TJJ if these persons have subscribed to its mailing list and TJJ holds information allowing it to communicate with them other than by mail.
13. Cavalluzzo LLP must confirm to TJJ the exact amounts of payments made by the Union to each of the Union members having chosen to resign and to whom a share of the sum of \$2,036,655.47 had been paid.
14. TJJ will then finalize the calculation of the salary and allowances due to each employee who has confirmed their mailing address. To do this, TJJ will use the calculation method adopted by referee Pierre Flageole, except that it will also have to effect a set-off between the sums owed by each employee to Aveos as vacation or salary advances, on the one hand, and the sums owed by Aveos to these employees, on the other.

15. The Labour Program will provide the parties with a list of members who have confirmed their mailing address.
16. TJL will then calculate the **Claims Accepted for Payment**, that is, the amount that will actually be paid to each member of the class proceeding by sharing the lump sum among all the members who have confirmed their mailing address and whose claim is greater than or equal to \$25, and, as the case may be, prorated to the compensation owed to each member. Consequently, members who cannot be found or who do not confirm their mailing address before the calculation date will have their claim deemed reduced to zero dollars for the benefit of other members.
17. TJL will provide a copy of all these calculations to counsel for the other parties. They must validate these calculations before the list of Claims Accepted for Payment is sent to the Labour Program.
18. The Labour Program will send to each of the members who have confirmed their mailing address and whose claim is greater than or equal to \$25 a cheque for the amount calculated in accordance with the method provided for in clause 16 herein, as calculated by TJL, validated by the parties and forwarded to the Labour Program.
19. The Labour Program will have 180 days from the forwarding of the list of Claims Accepted for Payment to finalize the sending of cheques to members.

Remainder

20. At the end of the compensation distribution period, i.e. when all cheques have been sent to members who have confirmed their address, any remainder will be distributed within the following 60 days, as follows:
 - a. First, to the Applicants, up to an amount of \$100,000.
 - b. Second, any excess will be used to perform remedial action to be determined by the parties, for the benefit of the members, and approved by the Federal Court.

Release

21. The Respondents give full release in favour of the Applicants and waive any other benefit that may arise from the decision of referee Pierre Flageole.

Confidentiality

22. Unless the parties agree otherwise or unless otherwise provided for by law, the undertaking of confidentiality with respect to discussions and communications that arose orally or in writing during the negotiations leading to the settlement agreement, or relating to such negotiations, will continue in force and in perpetuity, notwithstanding the termination or voiding of the agreement.

Official Languages

23. As soon as practicable after the execution of this settlement agreement, the Applicants will arrange for the preparation of an authoritative English version for purposes of giving notice to class members and for use at the approval hearing. The English version shall be of equal weight and force at law as the French version.

Final provisions

24. This agreement is indivisible.
25. This agreement must be approved by the Federal Court, pursuant to section 334.29 of the *Federal Courts Rules*. A refusal by the Court to approve this agreement will result in its termination and nullity.
26. The agreement will become effective and binding as soon as it has been approved by the Court.
27. Following the judgment approving the agreement, the agreement will bind all members of the group without exception.
28. The parties will remain at the disposal of the Labour Program throughout the distribution process should any logistical issues or unforeseen situations arise in the execution of the Court order confirming the agreement.
29. Unless expressly stated otherwise in this settlement agreement, any modification or rewording of any of its provisions, or any addition thereto, will require the written approval of the parties, in which case the modification, rewording or addition is to be approved by the Court, unless it is not a substantive change.
30. The Federal Court retains all powers to resolve any dispute or any difficulty that may arise from the implementation of this agreement.
31. In the event of a dispute between the parties regarding the execution, interpretation or application of the Court's order confirming the agreement, the parties will refer the matter to the Court so that it may provide directions to the Labour Program.
32. Where the day or date on or by which any action required to be taken under this agreement expires or falls on a day that is not a business day, such action may be done on the next succeeding day that is a business day
33. All references to currency in this agreement are to the lawful money of Canada.
34. The parties agree that this document will be signed electronically and that each signed page may be added to the document to constitute a whole, which will then be considered an original.

Montréal, le 27 octobre 2020

Dentons Canada SENCLE

DENTONS CANADA S.E.N.C.R.L.

Procureurs des Demandeurs

Montréal, le 30 octobre 2020

Trudel Johnston & Lespérance

**TRUDEL JOHNSTON &
LESPÉRANCE**

Procureurs de Gilbert McMullen et des
Défendeurs

2 novembre 2020
Toronto, le ~~27 octobre 2020~~

Stephen J. Moreau

pour: **CAVALLUZZO LLP**

Procureurs des Défendeurs Michael
Fennessy, John Douglas Foster et Peter
Tsoukalas

ANNEX A

[In French as appears in original.]

PROJET D'AVIS AUX MEMBRES

ÉTIEZ-VOUS UN EMPLOYÉ D'AVEOS AU MOMENT DE SA FERMETURE? VOUS POURRIEZ RECEVOIR DE L'ARGENT

Une **entente de règlement** est intervenue dans l'action collective opposant les ex-administrateurs d'Aveos et les ex-employés d'Aveos à qui des sommes demeurent dues à la suite de la fermeture de la compagnie en mars 2012 (dossier T-1290-18). L'action collective découle de la contestation d'une décision de l'arbitre Pierre Flageole par les ex-administrateurs. Cette décision confirmait que les ex-administrateurs d'Aveos étaient responsables d'indemniser certains anciens employés pour des salaires et autres indemnités leur étant dus en raison de leur emploi chez Aveos.

Qui peut obtenir de l'argent? Toutes les personnes nommées comme défendeurs dans l'action collective parce que des salaires ou d'autres indemnités leur étaient dues par Aveos à la suite de la fermeture de la compagnie et à qui une somme supérieure à 25\$ est due.

Combien? Une somme totale de 1 900 000 \$ sera divisée entre les membres de l'action collective en proportion des sommes qui leur étaient dues par Aveos.

TJL représentait les membres gratuitement dans cette action collective. **Aucun honoraire** ne sera donc prélevé de cette somme. Cavalluzzo LLP assistait également TJL sans frais, en plus de représenter trois des défendeurs.

Le Programme du travail d'Emploi et Développement social Canada s'occupera de **distribuer** les indemnités. Vous n'aurez donc pas à remplir de formulaire pour réclamer la somme qui vous est due. **Cependant, il est primordial de confirmer votre adresse postale au Programme du travail puisque les prochaines communications, incluant le versement de l'indemnité par chèque, vous parviendront par courrier postal. Vous pouvez confirmer votre adresse par courriel, par téléphone ou par la poste, aux coordonnées suivantes :**

1. Par courriel à l'adresse suivante : QC-Travail-Labour-Aveos-GD@hrsdcc.gc.ca
2. Par téléphone au numéro suivant : 1-800-641-4049 en mentionnant que vous êtes un ANCIEN EMPLOYÉ D'AVEOS
3. Par la poste : en complétant et en retournant le bordereau ci-dessous.

Ancien employé d'Aveos Performance Aéronautique Inc.

Si vous choisissez de répondre par la poste, retournez à : Programme du travail, 200 boul. René-Lévesque Ouest, Tour Ouest, 4^e étage, Montréal, Qc, H2Z 1X4.

Prénom et nom : _____

Adresse : _____

Code postal : _____
Numéro de téléphone : _____

Aucun chèque ni aucun paiement ne sera envoyé aux membres n'ayant pas confirmé leur adresse postale auprès du Programme du travail.

Si vous représentez un **membre qui est décédé**, vous devez transmettre au Programme du travail les coordonnées du liquidateur de la succession, incluant son adresse postale, en indiquant que le membre est décédé afin que le chèque soit émis au nom de la succession.

L'entente doit être approuvée par un juge de la Cour fédérale. Pour lire l'entente, allez au : <https://tjl.quebec/recours-collectifs/aircanada/>.

Vous pouvez contester l'entente. Pour ce faire, vous devez envoyer vos motifs de contestation à TJL par courriel, fax ou courrier recommandé **avant le [7 jours avant l'audience]**. Les contestations seront transmises au juge et vous pourrez présenter votre contestation devant le juge pendant l'audition.

Quand? TJL soumettra l'entente à un juge de la Cour fédérale le [] à [] lors d'une audience qui se tiendra en format virtuel. Par conséquent, vous devez obligatoirement contacter le greffe de la Cour si vous souhaitez assister à l'audience par visioconférence ou par téléphone, ou encore faire des représentations orales au tribunal lors de l'audience d'approbation de l'entente. Le greffe vous informera de la marche à suivre pour ce faire.

Pour toutes questions, veuillez svp communiquer avec

Trudel Johnston & Lespérance
Avocats du représentant Gilbert McMullen
Téléphone: 514-871-8385
Courriel: info@tjl.quebec
Site web: www.tjl.quebec

[In English as appears in original.]

**WERE YOU AN AVEOS EMPLOYEE WHEN IT CLOSED?
YOU MAY RECEIVE MONEY**

A **settlement agreement** has been reached in the class action opposing the former directors of Aveos and the former employees of Aveos to whom sums are still owed following the company's closure in March 2012 (file T-1290-18). The class action stems from the former directors challenging a decision of referee Pierre Flageole. His decision confirmed that the former directors of Aveos were liable to compensate certain former employees for wages and other compensation owed to them as a result of their employment with Aveos.

Who can get money? All persons named as defendants in the class action because wages or other compensation were owed to them by Aveos following the company's closure and to whom an amount in excess of \$25 is owed.

How much? A total sum of \$1,900,000 will be divided among the class members in proportion to the amounts owed to them by Aveos.

TJL represented the members free of charge in this class action. **No fees** will be deducted from the settlement amount. Cavalluzzo LLP also assisted TJL without fees, in addition to representing three of the defendants.

The Labour Program of Employment and Social Development Canada will be responsible for distributing the compensations. Therefore, you will have no form to fill out to claim the amount owed to you. **However, it is crucial that you confirm your mailing address to the Labour Program since all further communications in this file, including the payment of compensation owed by cheque, will be sent by mail. You can confirm your mailing address by email, by phone or by regular mail:**

1. By email at the following email address: QC-Travail-Labour-Aveos-GD@hrsdc-rhdcc.gc.ca
2. By phone at: 1-800-641-4049 specifying that you are a FORMER AVEOS EMPLOYEE
3. By mail: by filling and returning the following slip:

Former Employee of Aveos Aeronautic Performance Inc.

If you choose to respond by mail, return to: Labour Program, 200 René-Lévesque Boulevard West, West Tower, 4th Floor, Montreal, QC H2Z 1X4.

Full name: _____

Address: _____

Postal code: _____

Phone number: _____

No cheque or payment will be sent to members who have not confirmed their mailing address to the Labour Program.

If you represent a **member who is deceased**, you must provide the Labour Program with the contact information for the person in charge of settling the estate (i.e., the liquidator of the succession), including mailing address, indicating that the member is deceased in order for the cheque to be made payable the estate.

The agreement must be approved by a judge of the Federal Court. To read the agreement, go to: <https://tjl.quebecieniclass-actions/aircanadai>.

You may challenge the agreement. To do so, you must send the grounds for challenging the agreement to TJL by email, fax or registered mail by **[7 days before hearing]** at the latest. Your challenge will be forwarded to the judge and you will be able to present your challenge before the judge during the hearing.

When? TJL will submit the agreement to a Federal Court judge on [] at [] during a hearing held virtually. Therefore, you must contact the Court Registry if you wish to attend the hearing by videoconference or telephone, or to make oral representations to the Court at the settlement approval hearing. The Court Registry will inform you of the procedure for doing so.

For any questions please contact:

Trudel Johnston & Lespérance

Gilbert McMullen's lawyers

Phone number: 514-871-8385

Fax: 514-871-8800

Email: info@tjl.quebec

Web site: www.tjl.quebec

[TRANSLATION]

ANNEX B
DRAFT PLAN FOR DISTRIBUTION OF THE NOTICE TO MEMBERS

1. Within 5 days of the judgment ordering the publication of a notice to members, TJL will provide the Labour Program with a list of the mailing addresses of members on its mailing list and any updates received.
2. Within 45 days of the judgment ordering the publication of a notice to members, the Labour Program will send the notice, the content of which will have been approved by the Court, via regular mail to the last known address of each of the former employees of Aveos.
3. TJL will email the notice to anyone who has subscribed to its mailing list on its website.
4. The IAMAW will publish a newsletter inviting its members to consult the notice.

FEDERAL COURT

SOLICITORS OF RECORD

DOCKET: T-1290-18

STYLE OF CAUSE: TIMOTHY J. BERNLOHR, JOHN C. CHARLES,
EUGENE I. DAVIS, TODD DILLABOUGH, JOSEPH
C. KOLSHAK, SEAN MENKE, MICHAEL
ROUSSEAU AND DONALD T. THOMAS v
FORMER EMPLOYEES OF AVEOS FLEET
PERFORMANCE INC. INVOLVED IN THE
APPEAL REGARDING WAGE RECOVERY;
ABDELAZIZ AACHATI ET AL.

PLACE OF HEARING: OTTAWA, ONTARIO

DATE OF HEARING: JANUARY 20, 2021

JUDGMENT AND REASONS: GAGNÉ A.C.J.

DATED: FEBRUARY 3, 2021

APPEARANCES:

Roger P. Simard FOR THE APPLICANTS

André Lespérance FOR THE RESPONDENT GILBERT MCMULLEN
Anne-Julie Asselin

Stephen J. Moreau FOR THE RESPONDENTS MICHAEL FENNESSY,
JOHN DOUGLAS FOSTER and
PETER TSOUKALAS

SOLICITORS OF RECORD:

Dentons Canada, LLP FOR THE APPLICANTS
Montréal, Quebec

Trudel Johnston & Lespérance FOR THE RESPONDENT GILBERT MCMULLEN
Montréal, Quebec

Cavalluzzo LLP FOR THE RESPONDENTS MICHAEL FENNESSY,
Toronto, Ontario JOHN DOUGLAS FOSTER and
PETER TSOUKALAS