CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-

SUPERIOR COURT
(CLASS ACTIONS)

JEAN-PIERRE OUELLET, a physical person domiciled and residing at 23, Avenue Springgrove, in the City of Outremont, judicial district of Montreal, Province of Quebec, H2V 3J1;

Plaintiff

v.

MOUNT-BRUNO C.C. INC., a moral person having its head office at 665, rue des Vingts, in the City of Saint-Bruno-de-Montarville, judicial district of Longueuil, Province of Québec, J3V 4P6;

-and-

GOLF MBCC INC., a moral person having its head office at 665, rue des Vingts, in the City of Saint-Bruno-de-Montarville, judicial district of Longueuil, Province of Québec, J3V 4P6;

Defendants

APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION TO APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFF
(ARTICLES 571 AND FOLLOWING C.C.P.)

TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN AND FOR THE DISTRICT OF MONTREAL, THE PLAINTIFF STATES AS FOLLOWS:

I. GENERAL PRESENTATION

1. Mount-Bruno C.C. Inc. (the "**Corporation**") and Golf MBCC Inc. ("**MBCC**") (together, the "**Defendants**") are structured as non-profit entities;

2. The Corporation's financial statements confirm its tax-exempt status. MBCC., also a non-profit corporation, was created and incorporated by the Corporation in or about 1985 for purpose of, *inter alia*, holding shares of former members and entering into agreements with individuals who joined the Club and thereby became shareholders following its creation, pursuant to which MBCC has the option to repurchase shares for $100. The Corporation owns the immovable property, lands, buildings, machinery, equipment, and other moveable property on which the Mount Bruno Country Club (the "**Club**") operates, as

outlined in Note 1 of the Financial Statements, the whole as it appears from the Financial Statements of Mont-Bruno C.C. Inc, dated December 31, 2024, filed in support hereof as **Exhibit P-1**;

3. The Defendants and the Club, an unincorporated association, are distinct legal and organizational entities. The Corporation is the owner of the assets; the Club is the operating body that manages golf activities and membership. Many members and former members, including past and present members of the Board of Directors, are unaware of this distinction, yet it is central to the rights and obligations arising from share ownership;

4. Since the creation of the Corporation, members invited to join the Club were required to acquire one common share of the Corporation, a requirement that did not apply to other membership categories. This structure originated in early-20th-century financing practices: the entrance fee, embodied in the purchase of the share, served not so much as a condition of membership but principally as the means to finance the acquisition of the land and the construction of the Club itself;

5. As with any such project, there was an inherent risk, and from the outset it was understood that if the venture failed, the founders would be reimbursed for at least a portion of their upfront contributions;

6. In short, the fundamental concept from the beginning was that if the Corporation's assets were ever liquidated or otherwise monetized, shareholders would share in the proceeds;

7. On April 26, 2025, an Annual and Special Meeting of Shareholders of the Corporation (the **"Notice"**) was held to adopt Special Resolutions concerning a 'Corporate Reorganization' (the **"Reorganization"**). Appendix 3 of the Notice states, *inter alia*, that the Defendants would (i) squeeze out/expropriate, without compensation, common shareholders who are no longer Club members; and (ii) cancel deferred shares without compensation, the whole as it appears from the Notice of Annual and Special General Meeting of Shareholders of Mont-Bruno C.C. Inc., dated April 10, 2025, filed in support hereof as **Exhibit P-2**;

8. Appendix 3 of the Notice states there are 625 common shares outstanding: 221 held by active members, 93 by former members, and 311 'held' by MBCC.; however, Note 7 of the 2024 Financial Statements lists 766 common shares outstanding. This discrepancy reveals deficient record-keeping and inconsistent, and negligent and misleading disclosure;

9. MBCC is said in Appendix 3 to hold an "option" over members' shares and to have worked to obtain surrender of former members' and estates' shares:

> The Club adopted the practice of requiring every new member to grant to Golf MBCC Inc. an option to acquire, in due time, its newly issued share, and Golf MBCC Inc. **<u>spared no effort in trying to convince former members and the estate of deceased members to surrender their shares.</u>**
>
> [Our emphasis]

10. Members, such as the Plaintiff and all others who became shareholders before the incorporation of MBCC, were never subject to this option and cannot be bound by it;

11. Indeed, the above statement in Appendix 3 is an acquiescence from the Defendants and the Board of Directors that individuals who were former members (or their successors or assigns) still clearly own their respective share;

12. In April 2025, the Defendants mailed letters enclosing a $100 cheque to former shareholders, asserting MBCC had an option under by-laws and a shareholders' agreement to purchase the shares for $100, the whole as it appears from the Letter from Ms. Louise Côté, dated April 17, 2025 filed in support hereof as **Exhibit P-3** (the **"April 17 Letter"**);

13. Some shareholders cashed the cheque; others, including the Plaintiff, did not;

14. However, despite repeated requests from both the Plaintiff and other former members, the Defendants cannot produce any "shareholders' agreement", as seen in the Email Correspondence between Ms. Louise Côté and the Plaintiff dated April 25, 2025, and May 7, 2025, filed in support hereof as **Exhibit P-4**;

15. After receiving the April 17 Letter, the Plaintiff also notified the Defendants by email that he intended to have his share repurchased at its fair value and expressly requested that the Defendants disclose what it considered to be the fair value of the share and the method by which such value had been determined;

16. During a meeting held on May 26, 2025, the Corporation's Honorary Secretary, Mr. Francois Dufresne, acknowledged he cannot locate any such shareholders' agreement;

17. Shortly thereafter, Mr. Dufresne, together with the Defendants, pivoted to a new position, asserting that the Plaintiff had in fact surrendered his share by virtue of an issuance letter he had signed in 1984 upon becoming a shareholder (the **"1984 Letter"**), the whole as it appears from the Letter from Mr. Gerald G. Arnold, dated February 6, 1984, filed in support hereof as **Exhibit P-5**;

18. The 1984 Letter states that the share is 'held in trust for the Club,' yet no trust deed, trustee identification, or governing terms have been produced, casting doubt on any legal effect of that wording;

19. Notwithstanding numerous demands to produce the shareholders' agreement referred to in the 1984 Letter, the Defendants have failed or refused to do so;

20. The Plaintiff clearly recalls inquiring with the then Secretary-Manager, Gerald G. Arnold, as to the meaning and purpose of the phrase "held in trust for the Club," and being advised that it was intended solely as a mechanism to prevent shareholders from selling their shares, which at the time could otherwise be transferred by endorsement and registration;

21. The Plaintiff believes that the Defendants' failure to produce the agreement referenced in the 1984 Letter is because it would confirm that a member retained shareholder status notwithstanding resignation, or that the share would devolve to the member's heirs upon death;

22. Following the meeting of May 26, 2025, Mr. Dufresne indicated the Special Resolutions had not yet been implemented and mentioned that at least 73 cheques remained uncashed,

confirming many shareholders still retain ownership and dispute the $100 acquisition;

23. On July 7, 2025, rather than providing the requested information, Mr. Dufresne, responded to the Plaintiff's email asserting that the Plaintiff was not a shareholder on the basis that he had "voluntarily resigned", the whole as it appears from the Letter from Mr. François Dufresne, dated July 7, 2025, filed in support hereof as **Exhibit P-6** (the **"July 7 Letter"**);

24. Inconsistently, while the Defendants assert that the Plaintiff is no longer a shareholder on the basis that he "voluntarily resigned" from the Club, it simultaneously seeks the approval of the remaining shareholders to adopt a special resolution expropriating the Plaintiff's share;

25. On August 5, 2025, the Plaintiff's counsel responded to the July 7 Letter, requesting, *inter alia*, the Corporation's minute book (including its share register), the Plaintiff' subscription documents, and any agreements between the Corporation and its shareholders to which the Plaintiff is a party, including any shareholder agreement; however, the Corporation provided no response to this request, the whole as it appears from the Letter from M[tre] Karim Renno, dated August 5, 2025, **Exhibit P-7** (the **"August 5 Letter"**);

26. To put matters succinctly, and as further detailed below, it appears that the Defendants have unlawfully expropriated the shares held by the proposed class members, obtained such shares through misrepresentations and/or behaved in an oppressive manner toward them;

27. Consequently, the Plaintiff wishes to institute a class action on behalf of the following class of which he is a member, namely:

> **Class:** All natural persons, entities, partnerships, organizations, and estates, who, prior to or following the creation of Golf MBCC Inc. in or about 1985, held common shares and/or deferred shares of Mount-Bruno C.C. Inc. and/or Golf MBCC Inc., including:
>
> (a) persons who acquired shares prior to the creation of Golf MBCC Inc. who are no longer members of the Mount Bruno Country Club and who have not validly surrendered or transferred their shares;
>
> (b) persons who acquired shares prior to the creation of Golf MBCC Inc. and who transferred their shares to Golf MBCC Inc., except where such transfer was truly voluntary, and including those who were induced or misled into doing so on the basis of alleged obligations under a shareholders' agreement;
>
> (c) persons who acquired shares following the creation of Golf MBCC Inc. and who did not execute a shareholder agreement, but who were nevertheless induced or led to believe that they were bound by such an agreement, including in connection with the transfer of their shares;
>
> (d) persons who, as of April 26, 2025, were no longer members of Mount Bruno Country Club, and/or did not receive proper notice of the Annual and Special Meeting of Shareholders at which the

Special Resolutions relating to the 'Corporate Reorganization' were adopted, and/or persons who had their common or deferred shares cancelled, redeemed or expropriated without compensation or for a nominal price;

(e) persons who were requested or induced to transfer their shares for $100 based on an alleged shareholders' agreement or option in favour of Golf MBCC Inc.;

together with their heirs, successors, assigns, and estates, who were resident in Québec at the time of the impugned events.

(hereinafter referred to as the "**Class**")

II. THE PARTIES

28. The Corporation was originally constituted in 1918 under the *Quebec Companies Act;*

29. In 1985, the Corporation was continued under the *Business Corporations Act* (Quebec) (the "**Act**"), and, at that time, caused the creation of MBCC;

30. Since its continuation, the Corporation has maintained an internal policy of having approximately 220 Senior Members;

31. In 1984, the Plaintiff became a Senior Member of the Club;

32. At the time of joining in 1984, the Plaintiff was required to purchase one common share of the Corporation, having a par value of $100;

33. From 1994-1998, the Plaintiff served on the Board of Directors of the Corporation, first as Captain and then as Honorary Secretary;

34. In or around February 2025, the Plaintiff formally resigned as a Senior Member of the Club;

35. Despite his resignation from membership, the Plaintiff remains a shareholder of the Corporation;

III. CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION (S. 575 CCP):

A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT

36. The Plaintiff submits that the facts alleged, if taken as true for purposes of authorization, clearly appear to justify the conclusions sought, as required at this preliminary stage;

37. The facts show a consistent pattern of false, misleading, and contradictory representations made by the Defendants concerning the Plaintiff's shareholder status and rights;

Misleading and False Representations

38. First, the Defendants launched a campaign offering $100 cheques to former members in an attempt to pressure them, through false pretenses, into surrendering their rights as shareholders;

39. The campaign misled individuals into believing either (i) that a shareholders' agreement was signed between the shareholder and the Defendants, thereby pushing the shareholder to accept grossly inadequate compensation by cashing the $100 cheque and extinguishing their ownership of the share or (ii) that they have been party to a shareholder agreement that allows their share to be purchased, creating uncertainty on the possession of this share;

Failure to Provide Notice Under Section 377

40. Second, the Defendants failed to provide mandatory shareholder notices and materials regarding corporate changes, contrary to explicit obligations under Section 377 of the Act:

> **377.** As soon as a corporation takes the action approved by a resolution giving rise to the right to demand a repurchase of shares, **it must give notice to all shareholders who informed the corporation of their intention to exercise that right.**
>
> The repurchase notice must mention the repurchase price offered by the corporation for the shares held by each shareholder and **explain how the price was determined.**
>
> If the corporation is unable to pay the full redemption price offered because there are reasonable grounds for believing that it is or would be unable to pay its liabilities as they become due, the repurchase notice must mention that fact and indicate the maximum amount of the price offered the corporation will legally be able to pay.

41. To the best of the Plaintiff's knowledge, no other current shareholder who had resigned as a Senior Member of the Club has received such Notice;

42. The Plaintiff reasonably believes the April 17 Letter was sent to him by mistake, since he had recently resigned as Senior Member and appears to have been incorrectly included on the mailing list;

43. In fact, the Plaintiff's spouse, Josée Laperrière, who was never a shareholder and who resigned as a member of the Club in 2023, also received the Notice, clearly demonstrating the Defendants' lack of diligence;

44. Moreover, due to the Defendants' negligence in failing to maintain a proper and accurate share register, there are no doubt individuals who in fact hold shares but are unaware that they are indeed shareholders;

45. A substantial number of shareholders who were no longer Club members did not receive notices of meeting for years. The pattern suggests only current members were regularly notified, leaving hundreds unnotified;

46. This suggests that only currently active members of the Club were meant to receive the Notice, thereby disregarding former Senior Members who nonetheless remain shareholders;

47. This failure to respect the obligations outlined under Section 377 of the Act thus applies to

the April 26, 2025 meeting involving the Reorganization;

48. Should this failure to provide notice to shareholders be linked to the Defendants' gross negligence in maintaining proper records or the deliberate failure to give notice required under Section 377 of the Act, the Defendants nonetheless fail to respect their obligations under the Act;

Corporate Reorganization- Squeeze-Out Without Compensation

49. As appears in the Notice, one of the purposes of the meeting of April 26, 2025, was to trigger the Reorganization, as set out in Appendix 3 of the Notice;

50. Essentially, the objective of this Reorganization was to squeeze out, or expropriate, without compensation, all common shareholders who were no longer members of the Club, and to cancel, also, without compensation or notices, all deferred shares;

51. The Defendants' failure to send the Notice to all shareholders, including the 93 former members listed in Appendix 3, prevented the shareholders from opposing the squeeze-out, from exercising their statutory repurchase rights under Section 389 of the Act, and from challenging the legality of cancelling their property without compensation;

Reliance on a Non-Existent Shareholders' Agreement

52. Third, the Defendants represented in their April 17 Letter that their position was based on an allegedly signed "shareholders' agreement";

53. While a form of a shareholder agreement may have been provided to a resigned member upon request, it is not a copy of any agreement signed by that member, and it remains unclear whether all members who became shareholders following the creation of MBCC executed such an agreement;

54. No executed shareholder agreement has been produced notwithstanding the Plaintiff's repeated requests, raising serious concerns that shareholders were provided with false or misleading information regarding their rights, obligations, and status as shareholders;

55. More specifically, the Defendants state in their Notice that:

> Since 1962, **and particularly since 1985 with the constitution of Golf MBCC Inc.**, a nonprofit corporation, the Club has attempted, with mitigated results, to control the ownership of its shares and find ways to ensure that its shares remain, at all limes, in the hands of its active members. The Club adopted the practice of requiring every new member to grant to Golf MBCC Inc. an option to acquire, in due time, its newly issued share, and Golf MBCC Inc. spared no effort in trying to convince former members and the estate of deceased members to surrender their shares.

56. However, in the 1984 Letter sent by Louise Côté acting on behalf of the Defendants and included in the correspondence at Exhibit P-4, Mr. Côté confirms that any later arrangements, such as the alleged shareholders' agreement, did not apply to the Plaintiff.

Côté states that when the Plaintiff became a Senior Member and shareholder in 1984, the then Secretary Manager stated, via the 1984 Letter, that although a share was issued and registered in the Plaintiff's name, it was being held in trust for the Club:

> Although the share is registered in your name **it is <u>held in trust</u> for the Club.** I would therefore ask you to **sign the enclosed documents where indicated and return all copies to me**. When a share has been issued I will inform you of the Certificate number for your records.

57. The Plaintiff has no recollection of the contents of any trust or shareholders' agreement;

58. Indeed, the Defendants effectively acknowledged this by shifting its position and subsequently asserting reliance on the documents referenced in the 1984 Letter;

59. In 1984, the Plaintiff recalls that Mr. Arnold expressly assured the Plaintiff that he was the owner of the share, and that its placement in "trust" was solely an administrative measure to prevent its sale and not evidence of any transfer of ownership or of any shareholders' agreement;

60. The Plaintiff, to this day and despite repeated requests, has never received a copy of any trust or shareholder agreement nor related documents from the Defendants;

61. It is important to note that during his tenure on the Corporation's Board of Directors, the issue of shares held by individuals who were no longer members of the Club was discussed on numerous occasions during board meetings. The Plaintiff distinctly remembers that no member of the Board at that time ever suggested, believed, or asserted that individuals that were no longer members of the Club had ceased to be shareholders;

62. In fact, the Defendants' Notice stating that they "spared no effort in trying to convince former members and the estate of deceased members to surrender their shares" is indeed proof that even the current Board of Directors believes that the Plaintiff and others in his position are bona fide and rightful shareholders;

<u>Contradictory Share and Financial Information Affecting Shareholders' Repurchase Rights</u>

63. Fourth, the Defendants present information that (i) is contradictory with regard to the number of common shares outstanding, (ii) highlights the broad impact of the failure to provide Notice to shareholders on their rights and (iii) presents the opportunity for the shareholders' repurchase rights under Section 389 of the Act;

64. Appendix 3 of the Notice outlines that:

> There is presently a total of **625 common shares outstanding,** of which **221 are held by active Senior, Emeritus and Honorary Members, 93 are held by former Members** and **311 are held by Golf MBCC Inc.**

65. Yet the 2024 Financial statements (Note 7) indicate 766 outstanding common shares;

66. This only further highlights the Defendants' negligence in maintaining accurate records;

67. Accepting that there are indeed 625 common shares outstanding, the following 3 categories, as outlined in their Notice, exist:

    1. 221 shares held by active Senior, Emeritus and Honorary Members;
    2. 93 shares are held by former Members;
    3. 311 shares are held by MBCC.

68. Assuming that only the active members of the Club received the Notice, then 404 shareholders may be entitled to demand repurchase under Section 389 of the Act, representing a potential liability exceeding $10 million;

69. Section 389 of the Act preserves repurchase rights for shareholders who were never properly notified, deeming them to have voted against the resolution:

> **389.** If shareholders **were unable to inform the corporation of their intention to exercise the right to demand the repurchase of their shares** within the period prescribed by section 376 **because the corporation failed to notify them of the possible adoption of a resolution giving rise to that demand**, they may **demand the repurchase of their shares as though they had informed the corporation and had voted against the resolution.** Shareholders entitled to vote may not exercise the right to demand the repurchase of their shares if they voted in favour of the resolution or were present at the meeting but abstained from voting on the resolution. A shareholder is presumed to have been notified of the proposed adoption of the resolution if notice of the shareholders meeting was sent to the address entered in the security register for that shareholder.

The Defendants' Own Financing Documents Indicate a Much Higher Share Value

70. Fifth, the Plaintiff further alleges that in a financing document circulated to all Club members in the fall of 2024 regarding a proposed $12.3 million golf course renovation, the Defendants represented that they would secure approximately $9 million in bank financing for the project, necessarily implying that the Defendants' land and buildings were pledged as security and that the lending institutions valued the Defendants' assets at approximately $20 million, the whole as it appears from the Golf Course Infrastructure Renovation Project Document, dated October 18 2024, filed in support hereof as **Exhibit P-8**;

71. This calculation indicates a significantly higher value per common share than what the Defendants now suggest;

72. The Plaintiff further alleges that he, along with many other current and former members, believes that the actual cost of the proposed golf course renovation will be substantially higher than the proposed $12.3 million, based, *inter alia,* on discussions with experienced golf-course architects who are familiar with the Club's existing course and infrastructure;

73. In such circumstances, there exists a foreseeable risk that the Defendants would be compelled to sell the Club in order to finance or mitigate the resulting financial shortfall, thereby improperly enriching current members to the detriment of *bona fide* shareholders;

74. Taken together, these facts, viewed in their totality, appear to justify the conclusions sought;

75. At the authorization stage, the Plaintiff is not required to prove the merits of his claim but only to demonstrate that the alleged facts, if ultimately accepted, support the requested conclusions - a threshold clearly met in the present case;

B) THE CLAIMS OF THE MEMBERS OF THE CLASS RAISE COMMON ISSUES:

76. All Class members have a common interest in establishing that the Defendants misrepresented their shareholder rights, failed to comply with statutory notice obligations, relied on a non-existent shareholders' agreement, and attempted to implement a squeeze-out transaction without fair value;

77. In this case, the legal and factual backgrounds at issue are common to all Class members, including whether the Defendants' conduct violated statutory rights under the Act and caused collective prejudice to shareholders;

78. The claims of every member of the Class are founded on very similar facts to the Plaintiff's claims;

79. By reason of the Defendants' unlawful, misleading, and negligent conduct, the Plaintiff and every Class member have suffered damages which they may collectively claim, including loss of share value, deprivation of repurchase rights, and impacts from improper cancellation or transfer of shares;

80. Individual questions, if any, pale by comparison to the numerous common questions that are significant to the outcome of the present Application;

81. **The recourses of the Class members raise identical, similar or related questions of fact or law, namely:**

    a) Did the Defendants oppress the class members by failing to give them access to the information related to their shareholding?

    b) Did the Defendants adopt and implement a squeeze-out, reorganization, cancellation, or forced transfer of common and/or deferred shares without fair value compensation?

    c) Did the Defendants fail to properly notify shareholders, including former members and estates, of meetings and special resolutions, thereby triggering statutory repurchase rights under Sections 377 and 389 of the Act?

    d) Did the Defendants misrepresent the existence, terms, or applicability of a shareholders' agreement or related trust agreement to induce shareholders to surrender their shares for $100 or to accept extinguishment of their rights?

e) What is the appropriate valuation date and methodology to determine the fair value of the Plaintiff's shares?

f) Are the costs of investigation, expert valuation and class counsel's extrajudicial fees recoverable on a collective basis?

g) Did the Defendants act negligently in not maintaining accurate shareholder records, including reporting contradictory numbers of outstanding common shares, and by failing to provide required the Notice of the April 26, 2025 meeting to shareholders?

C) THE COMPOSITION OF THE CLASS

82. The composition of the Class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings;

83. The number of persons included in the Class is potentially significant, particularly as many shareholdings have, over time, been transmitted through successions, meaning that estates, liquidators of estates, heirs, and other beneficiaries may now hold, or have an interest in, the affected shares. This further increases the size and complexity of the Class;

84. The names and addresses of all persons included in the Class are not known to the Plaintiff, however, some may be in the possession of the Defendants;

85. Class members are very numerous and are dispersed across Canada and elsewhere;

86. These facts demonstrate that it would be impractical, if not impossible, to contact each Class member to obtain mandates and to join them in one action;

87. In these circumstances, a class action is the only appropriate procedure for all the members of the Class to effectively pursue their respective rights and have access to justice without overburdening the court system;

D) THE REPRESENTATIVE PLAINTIFF

88. The Plaintiff requests that he be appointed the status of Representative Plaintiff for the following main reasons:

a) He is a member of the Class and has a personal interest in seeking the conclusions that he proposes herein;

b) He is competent, in that he has the potential to be the mandatary of the action if proceeds under article 91 of the *Code of Civil Procedure*;

c) His interests are not antagonistic to those of other Class members;

89. Additionally, the Plaintiff respectfully adds that:

a) He has the time, energy, will and determination to assume all the responsibilities incumbent upon him in order to diligently carry out the action;

b) He mandated his attorneys to file the present application for the sole purpose of having his rights, as well as the rights of other Class members, recognized and protected so that they can be compensated;

c) He cooperates and will continue to fully cooperate with his attorneys, who have experience in consumer protection-related class actions;

d) He understands the nature of the action;

90. As for identifying other Class members, the Plaintiff draws certain inferences from the situation and understands that there is, by all accounts, a very significant number of Class members in an identical position, including successors, estates, heirs, and beneficiaries. Considering the Defendants' failure to maintain proper records or refusal to provide the shareholder register, it would not be useful or practicable to attempt to identify each of them given their sheer numbers and dispersion;

91. For the above reasons, the Plaintiff respectfully submits that his interest and competence are such that the present class action could proceed fairly and in the best interest of Class members;

IV. DAMAGES

92. The Defendants must be held accountable for the breach of obligations imposed on them by legislation in Quebec, including:

a) The *Civil Code of Quebec*, notably Sections 6, 7 and 1457;

b) The *Quebec Business Corporations Act*, notably Sections 37, 223, 377, 389, 450, and 451;

93. The Defendants' misconduct, including misrepresentation regarding the existence of a shareholders' agreement, misrepresentation concerning the $100 payment, failure to keep proper corporate records, failure to provide mandatory notices, and oppressive conduct, is reprehensible and caused significant prejudice to the Plaintiff;

94. In addition, the Defendants' failure to give proper notice of repurchase rights, as required under Sections 377 and 389 of the Act, deprived the Plaintiff of the ability to exercise statutory protections and resulted in an unlawful deprivation of fair value for their shares;

95. The Defendants also engaged in conduct contrary to Section 223 of the Act concerning the validity of the squeeze-out transaction, further contributing to the legal invalidity of their corporate actions;

96. The Defendants' conduct further constitutes oppressive and unfairly prejudicial treatment within the meaning of Sections 450-451 of the Act, thereby justifying the Court's intervention to impose the appropriate remedies;

97. In light of the foregoing, the following damages may be claimed against the Defendants:

a) Compensatory damages, in an amount to be determined, representing the total losses suffered by the Plaintiff as a result of the Defendants' breach of statutory and civil obligations;

b) Punitive damages, in an amount to be determine, considering the Defendants' bad faith, misleading, and oppressive conduct;

c) A court order compelling the repurchase of the Plaintiff's share at fair value, pursuant to Sections 377 and 389 of the Act;

V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

98. The action that the Plaintiff wishes to institute on behalf of the members of the Class is an action in damages and for a declaratory judgment of extracontractual civil liability;

99. The conclusions that the Plaintiff wishes to introduce by way of an originating application are:

GRANT the Representative Plaintiff's action against the Defendants on behalf of all the Class members;

DECLARE the Defendants liable for the damages suffered by the Representative Plaintiff and each of the Class members;

CONDEMN the Defendants to pay the Representative Plaintiff and the Class members, in amount to be determined, representing the full extent of the losses suffered as a result of the Defendants' conduct;

CONDEMN the Defendants to pay the Representative Plaintiff and the Class members an amount to be determined on account of punitive damages, and **ORDER** collective recovery of these sums;

ORDER that the Defendants repurchase the Plaintiff's shares at fair value;

CONDEMN the Defendants to pay the costs incurred for any investigation necessary to establish their liability in the present proceeding, including the extrajudicial class counsel fees and extrajudicial disbursements, including expert fees, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay interest and the additional indemnity on the above sums according to law from the date of service of the *Application to Authorize the Bringing of a Class Action;*

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants to bear the costs of the present action including the cost of notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

RENDER any other order that this Honourable Court shall determine;

100. The interests of justice favour that this Application be granted in accordance with its conclusions;

VI. JURISDICTION

101. The Plaintiff suggests that this class action be exercised before the Superior Court in the district of Montreal, as a great number of the Class members, including the Plaintiff, reside in said district;

102. The proposed Class counsel has its office in the district of Montreal;

FOR THESE REASONS, MAY IT PLEASE THE COURT:

1. **GRANT** the present application;

2. **AUTHORIZE** the bringing of a class action in the form of an originating application in damages and declaratory judgment;

3. **APPOINT** the Plaintiff the status of representative plaintiff of the persons included in the Class herein described as:

   Class: All natural persons, entities, partnerships, organizations, and estates, who, prior to or following the creation of Golf MBCC Inc. in or about 1985, held common shares and/or deferred shares of Mount-Bruno C.C. Inc. and/or Golf MBCC Inc., including:

   (a) persons who acquired shares prior to the creation of Golf MBCC Inc. who are no longer members of the Mount Bruno Country Club and who have not validly surrendered or transferred their shares;

   (b) persons who acquired shares prior to the creation of Golf MBCC Inc. and who transferred their shares to Golf MBCC Inc., except where such transfer was truly voluntary, and including those who were induced or misled into doing so on the basis of alleged obligations under a shareholders' agreement;

   (c) persons who acquired shares following the creation of Golf MBCC Inc. and who did not execute a shareholder agreement, but who were nevertheless induced or led to believe that they were bound by such an agreement, including in connection with the transfer of their shares;

   (d) persons who, as of April 26, 2025, were no longer members of Mount Bruno Country Club, and/or did not receive proper notice of the Annual and Special Meeting of Shareholders at which the Special Resolutions relating to the 'Corporate Reorganization' were adopted, and/or persons who had their common or deferred shares cancelled, redeemed or expropriated without compensation or for a nominal price;

(e) persons who were requested or induced to transfer their shares for $100 based on an alleged shareholders' agreement or option in favour of Golf MBCC Inc.;

together with their heirs, successors, assigns, and estates, who were resident in Québec at the time of the impugned events.

(hereinafter referred to as the "**Class**")

4. **DECLARE** the nature of the action to be one of extracontractual civil liability;

5. **IDENTIFY** the principal questions of fact and law to be treated collectively as the following:

   a) Did the Defendants oppress the class members by failing to give them access to the information related to their shareholding?

   b) Did the Defendants adopt and implement a squeeze-out, reorganization, cancellation, or forced transfer of common and/or deferred shares without fair value compensation?

   c) Did the Defendants fail to properly notify shareholders, including former members and estates, of meetings and special resolutions, thereby triggering statutory repurchase rights under Sections 377 and 389 of the Act?

   d) Did the Defendants misrepresent the existence, terms, or applicability of a shareholders' agreement or related trust agreement to induce shareholders to surrender their shares for $100 or to accept extinguishment of their rights?

   e) What is the appropriate valuation date and methodology to determine the fair value of the Plaintiff's shares?

   f) Are the costs of investigation, expert valuation and class counsel's extrajudicial fees recoverable on a collective basis?

   g) Did the Defendants act negligently in not maintaining accurate shareholder records, including reporting contradictory numbers of outstanding common shares, and by failing to provide the required Notice of the April 26, 2025, meeting to shareholders?

6. **IDENTIFY** the conclusions sought by the class action to be instituted as being the following:

   GRANT the Representative Plaintiff's action against the Defendants on behalf of all the Class members;

   DECLARE the Defendants liable for the damages suffered by the Representative Plaintiff and each of the class members;

   CONDEMN the Defendants to pay the Representative Plaintiff and the Class members, in amount to be determined, representing the full extent of the losses suffered as a result of the Defendants' conduct;

CONDEMN the Defendants to pay the Representative Plaintiff and the Class members an amount to be determined on account of punitive damages, and **ORDER** collective recovery of these sums;

ORDER that the Defendants repurchase the Plaintiff's shares at fair value;

CONDEMN the Defendants to pay the costs incurred for any investigation necessary to establish their liability in the present proceeding, including the extrajudicial class counsel fees and extrajudicial disbursements, including expert fees, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to Authorize the Bringing of a Class Action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants to bear the costs of the present action including the cost of notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

7. **RENDER** any other order that this Honourable Court shall determine;

8. **ORDER** the publication of a notice to the Class members in accordance with article 579 C.C.P. pursuant to a further order of the Court, and **ORDER** the Defendants to pay for said publication costs;

9. **FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;

10. **DECLARE** that all members of the Class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;

11. **RENDER** any other order that this Honourable Court shall determine;

12. **THE WHOLE** with costs including publication fees.

Montréal, August 20, 2026

Renno Vathilakis Inc.

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JEAN-PIERRE OUELLET

Our file : 1972.1
BV0910

SUMMONS
(ARTICLES 145 AND FOLLOWING C.C.P)

Filing of a judicial application

Take notice that the Plaintiff has filed this Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff in the office of the Superior Court in the judicial district of Montreal.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Plaintiff's lawyer or, if the Plaintiff is not represented, to the Plaintiff.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgment may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the Plaintiff in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating Application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the plaintiff.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Exhibits supporting the application

In support of the Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff, the Plaintiff intends to use the following exhibits:

Exhibit P-1: **Copy of the financial Statements of Mont-Bruno C.C. Inc. as at December 31 2024, and dated March 21, 2025;**

Exhibit P-2: **Notice of Annual and Special General Meeting of Shareholders of Mont-Bruno C.C. Inc. to be held on April 26, 2025, and dated April 10, 2025;**

Exhibit P-3: **Letter from Ms. Louise Côté, dated April 17, 2025;**

Exhibit P-4: **Email Correspondence between Ms. Louise Côté and the Plaintiff, dated April 25, 2025 and May 7, 2025;**

Exhibit P-5: **Letter from Mr. Gerald G. Arnold, dated February 6, 1984;**

Exhibit P-6: **Letter from Mr. François Dufresne, dated July 7, 2025;**

Exhibit P-7: **Letter from Mtre Karim Renno, dated August 5, 2025;**

Exhibit P-8: **Golf Course Infrastructure Renovation Project Document, dated October 18 2024.**

These exhibits are available on request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

Montréal, August 20, 2026

Renno Vathilakis Inc.

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Me Priti Majumdar
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JEAN-PIERRE OUELLET

Our file : 1972.1
BV0910

NOTICE OF PRESENTATION
(Articles 146 and 574 al. 2 C.C.P)

To: **MOUNT-BRUNO C.C. INC.**
665, rue des Vingts
Saint-Bruno-de-Montarville
Longueuil, Quebec, J3V 4P6

GOLF MBCC INC.
665, rue des Vingts
Saint-Bruno-de-Montarville
Longueuil, Quebec, J3V 4P6

Defendants

TAKE NOTICE that the present *Application for the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff* will be presented before the Superior Court of the District of Montreal, located at 1 Notre-Dame Street East, Montréal, Québec, on a date and time to be set by the Court.

DO GOVERN YOURSELVES ACCORDINGLY.

Montréal, August 20, 2026

Renno Vathilakis Inc.

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JEAN-PIERRE OUELLET

Our file : 1972.1
BV0910

Nº 500-06

SUPERIOR COURT
DISTRICT OF MONTREAL
PROVINCE OF QUEBEC

JEAN-PIERRE OUELLET

Plaintiff

v.

MOUNT-BRUNO C.C. INC.

-and-

GOLF MBCC INC.

Defendants

APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION TO APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFF
(ARTICLES 571 AND FOLLOWING C.C.P.)

ORIGINAL

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