

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Class Action Division)

No.: 500-06-001368-253

DR. BRUCE J. GRIERSON, [REDACTED]

[REDACTED]

- and -

MARTINE CAPLETTE, [REDACTED]

[REDACTED]

- and -

JEAN-FRANCOIS TURGEON, [REDACTED]

[REDACTED]

- and -

JEAN GIROUX, [REDACTED]

[REDACTED]

- and -

YVES LANGLOIS, [REDACTED]

[REDACTED]

- and -

YVES PÉPIN, [REDACTED]

[REDACTED]

- and -

CHRISTIAN TURGEON, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Applicants

v.

RIO TINTO PLC, a legal corporation duly constituted, having a place of business at 6 St James's Square, City of London SW1Y 4AD, United Kingdom

-and-

RIO TINTO CANADA MANAGEMENT INC., a legal corporation duly constituted, having a place of business at 400-1190 Av. Des Canadiens-de-Montréal, City of Montréal, District of Montreal, Province of Québec, H3B 0E3, Canada

-and-

RIO TINTO FER ET TITANE INC., a legal corporation duly constituted, having a place of business at 1625, Marie-Victorin Road, Municipality of Sorel-Tracy, District of Richelieu, Province of Québec, J3R 1M6, Canada

Defendants

-and-

FONDS D'AIDE AUX ACTIONS COLLECTIVES, a legal person established in the public interest, having a place of business at 1, Notre-Dame East Street, suite bureau 10.30, City of Montreal, District of Montreal, Province of Québec, H2Y 1B6

MIS-EN-CAUSE

**APPLICATION FOR AUTHORIZATION TO BRING A CLASS ACTION FOR
SETTLEMENT PURPOSES AND TO APPROVE A SETTLEMENT AGREEMENT**

(Art. 574, 575 and 590 of the *Code of Civil Procedure*)

**TO THE ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING
IN THE CLASS ACTION DIVISION IN AND FOR THE DISTRICT OF MONTREAL, THE
APPLICANTS STATE THE FOLLOWING:**

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I. INTRODUCTION

1. Applicants are former employees of Defendant Rio Tinto Fer et Titane Inc. (“**RTFT**”) and/or of Defendant Rio Tinto Canada Management Inc. (“**RTCMI**”), which are fully owned Canadian subsidiaries of the Defendant Rio Tinto plc (“**Rio Tinto plc**”).
2. Applicants request the authorization to institute a class action on behalf of certain individuals with defined benefits entitlements under the *Multi-Employer Rio Tinto Canadian Business Units Pension Plan for Certain Non-Unionized Employees* (including predecessor pension plans, collectively the “**RTCBU Plan**”) and/or Supplementary Executive Retirement Plans supplementing entitlements under the RTCBU Plan (“**SERP**”).
3. These individuals form collectively the class (the “**Class**”) and are individually Class members (“**Class Members**”). As further detailed below at paragraph 252, the Class is divided into two sub-classes according to the moment when they started (or will start) receiving lifetime pension benefits from the RTCBU Plan and/or in accordance with a SERP.
4. The sole purpose of the class action proceedings that Applicants seek to initiate is to obtain Court approval of a settlement agreement concluded, *inter alia*, between the Applicants and the Defendants, on or about February 14, 2025 (the “**Settlement Agreement**”), disclosed in support hereof as **Exhibit P-1**.
5. The Settlement Agreement resolves a dispute regarding the indexation of the RTCBU Plan benefits, the central issue of which is the alleged halt of any pension indexation since January 1st, 2011, as is detailed below at paragraphs 97 and following.
6. The Settlement Agreement is the product of vigorous, adversarial negotiations which unfolded in the context of prior judicial proceedings initiated in 2023 by some of the Applicants, namely Dr. Bruce J. Grierson (“**Dr. Grierson**”), Ms. Martine Caplette (“**Ms. Caplette**”) and Mr. Jean-François Turgeon (“**Mr. J-F Turgeon**”), and six other Class Members¹ (the “**Prior Proceedings**”), as is detailed below at paragraphs 207 and following.
7. Although initiated by nine (9) individuals who are also Class Members, these nine (9) individuals instituted the Prior Proceedings with a view towards providing a

¹ Dr. Gilles Charette, Dr. James M. Cook, Mr. Victor Cormier, Mr. Roger Leblanc, Dr. Stephen Prest and Mr. Martin Thibodeau.

benefit for all Class Members, since they sought declaratory and injunctive relief to force the resumption of pension indexation for the benefit of all Class Members.

8. In bringing the present application (the “**Application**”), Applicants request the authorization to institute a class action and the approval of the Settlement Agreement, to give full effect to it and to extend its benefits to all Class Members.
9. In support of the conclusions sought, this Application sequentially sets out the following:
 - a. A description of the Parties and the RTCBU Plan (**Section II**, below) (paras. 12-96);
 - b. The factual context of the dispute concerning the indexation of the RTCBU Plan (**Section III**, below) (paras. 97-177);
 - c. The claims of the Applicants and other Class members against the Defendants (**Section IV**, below) (paras. 178-206);
 - d. The factual and procedural context leading to the Settlement Agreement, including the Prior Proceedings (**Section V**, below) (paras. 207-237);
 - e. The salient terms of the Settlement Agreement (**Section VI**, below) (paras. 238-275VI.A275);
 - f. The proposed Class Action and the authorization sought for the purposes of approving the Settlement Agreement (**Section VII**, below) (paras. 276-280276)280;
 - g. The grounds for approving the Settlement Agreement and the reasons that militate in favour of its approval (**Section VIII**, below) (paras. 281281-305305);
 - h. The approval of the Class Counsel Fees (**Section IX**, below) (paras. 306306-318318).
10. The allegations put forward in sections II, III, IV and V track those made in the originating application filed by the nine (9) individuals in the Prior Proceedings (more fully described below at paragraphs 217 and following) for the sole purpose of meeting the threshold and criteria required for the purpose of the present Application.
11. All amounts mentioned in this Application are in Canadian dollars, unless mentioned otherwise.

II. THE DEFENDANTS, THE RTCBU PLAN AND THE APPLICANTS

12. For the purposes of the Application, it is necessary to set out the respective role of the Defendants within the Rio Tinto group (**A**), describe the RTCBU Plan as

understood in the context of the proposed Class Action (**B**), and set out the individual case of each of the Applicants (**C**).

A. THE DEFENDANTS

i. Defendant RTFT

13. The corporate predecessor of Defendant RTFT is Québec Iron and Titanium Inc. (“**QIT**”), a corporation constituted under Québec laws in 1947 to exploit a titanium orebody near Havre St-Pierre, Québec.
14. During the 1980s, the ultimate beneficial ownership of QIT changed hands successively through a series of corporate mergers and acquisitions.
15. In 1981, Standard Oil acquired Kennecott Copper Corporation and, with it, QIT. In 1986, British Petroleum acquired Standard Oil and, with it, beneficial ownership and control of QIT. In 1989, Rio Tinto acquired all of BP's mining assets.
16. In 1997, QIT merged with another Rio Tinto entity, RTZ Canada (Québec Inc.), and begat RTFT, a corporation governed by the laws of Québec.
17. As of 2013, the corporation resulting from said merger changed its name to RTFT, as appears from the statement of information published by the Québec Registry of Enterprises, (“**REQ**”), disclosed in support hereof as **Exhibit P-2**.
18. RTFT is fully owned by the Rio Tinto group, as appears from a copy of Rio Tinto plc's annual report 2021, disclosed in support hereof as **Exhibit P-3**.
19. In the context of the present proceeding, Defendant RTFT will be referenced as QIT, RTFT or QIT/RTFT, depending on the respective period of the events in dispute described below.

ii. Defendant RTCMI

20. Defendant RTCMI is a corporation constituted under the laws of Ontario and presently governed by the CBCA, as appears from a copy of the statement of information of Rio Tinto Canada Management Inc on the REQ, disclosed in support hereof as **Exhibit P-4**.
21. RTCMI is the corporate successor of Rio Tinto Iron and Titanium Inc. (“**RTIT**”), an entity created and mandated by Rio Tinto in 1996 to assume oversight, management and governance functions over Rio Tinto corporate group's global portfolio of companies operating in the exploitation of titaniferous orebodies, chief among which was RTFT.
22. Upon RTIT's creation in 1996, its personnel were drawn from QIT, and QIT's executive officers assumed similar positions within RTIT, including *inter alia*

Dr. Grierson, as well as other Class members, including Dr. Jim Cook (“**Dr. Cook**”) and Dr. Stephen Prest (“**Dr. Prest**”).

23. The employment contracts of the affected QIT executives were formally transferred to RTIT during the late 1990s or early 2000s and RTIT guaranteed that QIT employees who accepted the invitation to become RTIT employees would see their pension entitlements remain unchanged. Similarly, the QIT employees transferred to RTIT continued to be covered by QIT’s personnel policies.
24. As of 1996, RTIT oversaw all aspects of QIT’s business, including the benefits component. Thus, the newly appointed RTIT executives remained directly involved in the application of the Indexation Policy (as this term is defined below at para. 100) following their transfer.
25. In 2008, shortly after Rio Tinto’s takeover of Alcan in 2007, RTIT started operating under the name Rio Tinto Canada Management Inc.

iii. Defendant Rio Tinto plc

26. As mentioned above, Rio Tinto plc is the parent company and beneficial shareholder of RTFT and RTCMI.
27. Rio Tinto plc is a corporation registered in the United Kingdom having its head office in London, as appears from an excerpt of Rio Tinto plc’s UK Companies House website, disclosed in support hereof as **Exhibit P-5**. As the ultimate corporate beneficial owner of RTFT and RTCMI, Rio Tinto plc has been an entity with potentially adverse interests to those of Applicants, since both Applicants and Rio Tinto plc have held competing expectations to a portion of the earnings generated by RTFT and RTCMI: Applicants as recipients of the biennial indexation and Rio Tinto plc as a recipient of corporate dividends.
28. Rio Tinto plc was at all times aware of the Indexation Policy (as this term is defined at para. 100100, below) since it acquired RTFT in 1989.

B. THE RTCBU PLAN AND RELATED PENSION PLANS

i. The RTCBU Plan

29. Defendants RTFT and RTCMI are employers with funding obligations under the RTCBU Plan, as appears from a copy of the RTCBU Plan, disclosed in support hereof as **Exhibit P-6**.
30. The RTCBU Plan is a registered pension plan, spawned by the merger of the following registered pension plans, effective as of December 31st, 2010:
 - a. The *Régime de retraite des cadres de QIT-Fer et Titane Inc.* established as at January 1st, 1957. Under this plan, QIT was the employing company with funding obligations;

- b. The *Pension Plan for Executive Salaried Employees of QIT-Fer et Titane Inc.*, which was established and funded initially by QIT. In January 2001, this plan was restated and renamed as the Pension Plan for Executive Salaried Employees of Rio Tinto Iron & Titanium Inc. RTIT then became the employer with funding obligations under this plan;
 - c. The *Rio Tinto Iron & Titanium and Canadian Exploration Salaried Pension Plan* was established in January 2000. As of January 1st, 2000, the QIT employees who were transferred to RTIT became members of this plan. After RTIT changed its name to RTCMI in 2007, this plan was subsequently renamed the *Rio Tinto Canadian Business Units Salaried Pension Plan*.
31. The RTCBU Plan is a pension plan supervised by *Retraite Québec*, as appears from the statement of information disclosed in support hereof as **Exhibit P-7**. Given Applicants' past employment relationships with Defendants QIT/RTFT and RTIT/RTCMI, each Plaintiff is directly and personally affected by the indexation of the pension entitlements under the RTCBU plan or lack of thereof.

ii. The Supplemental Executive Retirement Plans

32. In addition to the benefits under the registered RTCBU Plan, Applicants Dr. Bruce J. Grierson ("**Dr. Grierson**"), Ms. Martine Caplette ("**Ms. Caplette**") and Mr. Jean-François Turgeon ("**Mr. J-F Turgeon**") and other Class Members were also granted benefits under a Supplementary Executive Retirement Plan ("**SERP**" or "**SERPs**") during their employment period.
33. The SERPs were designed to supplement the retirement entitlements received under the RTCBU Plan and they each contain provisions stipulating that the indexation of the benefits thereunder is linked in lockstep to the indexation of defined benefits under the RTCBU Plan.

C. THE APPLICANTS: THE PROPOSED CLASS REPRESENTATIVES

34. As stated above, all Applicants are former employees of RTFT and/or RTCMI.
35. They are all are retirees and current beneficiaries of the defined-benefits component of the RTCBU Plan, though their retirement dates vary.
36. They each have a claim regarding the indexation of these pension benefits based on the causes of action identified below at paragraphs 178 to 206.178206

i. Dr. Bruce J. Grierson

37. Dr. Grierson joined QIT as a Development Engineer in 1961.
38. In 1974, Dr. Grierson was appointed as the founding Managing Director of QIT's subsidiary, Richard's Bay Minerals, and was located in South Africa until his return to Canada in 1981.

39. In 1984, Dr. Grierson became CEO of QIT and assumed substantially identical functions for RTIT as of 1998. In 1986, he was promoted to the function of Chairman of QIT, which he exercised until his retirement in 2001.
40. In the early 1980s, Dr. Grierson presided over the establishment of the Indexation Policy (as this term is defined below at para. 100). As the CEO of QIT/RTFT and RTIT between 1984 and 2001, Dr. Grierson also exercised the powers delegated by the Board of Directors to oversee the application of the Indexation Policy and of the corporate practice and processes put in place to consider and protect the retirees' interest in receiving protection from inflation.
41. Dr. Grierson, together with the rest of the QIT management team, presided over a multi-year transition from 1975 to 2000 to eradicate QIT's total dependency on the sales of its principal product to titanium pigment producers using the sulfate process. By using newly developed proprietary technology and acquiring new orebodies, QIT was able to create new product lines to sell to titanium pigment producers using the chloride process. This allowed QIT to remain the dominant global supplier of titanium feedstocks.
42. Between 1981 and 2000, Dr. Grierson held a seat on the QIT/RTFT/RTIT Board of Directors and participated in its meetings.
43. Dr. Grierson retired in 2001.
44. His leadership at the helm of QIT, in concert with a large group of committed executives, insured the sustainability of the Rio Tinto titanium Canadian business in the years to come, saved the company from certain demise in the context of the contracting and dwindling of the sulfate slag industry in the 1990s and set the stage for the enduring financial profitability era the company enjoyed in the 2000s.
45. Dr. Grierson is a beneficiary of a SERP payable entirely by RTFT, the whole pursuant to a retirement agreement he concluded with RTFT on January 31st, 1996 (the "**Grierson Retirement Agreement**"), disclosed in support hereof as **Exhibit P-8**.
46. Under s. 10 of the Grierson Retirement Agreement, RTFT explicitly undertook to index the benefits under Dr. Grierson's SERP upon each indexation of the benefits under the RTCBU Plan, and to apply (and pay) proportionally the same increase to Dr. Grierson's benefits under the SERP as the one that Defendants were bound to apply under the RTCBU Plan.
47. Dr. Grierson is one of the retirees who initiated the Prior Proceedings, detailed below at paragraphs 217 and following.

ii. Ms. Martine Caplette

48. Ms. Caplette started working for QIT in 1976 as a secretary, a position she held until 1980.

49. Between 1980 and 1987, she served as an Assistant Administrator – Employee Benefits and then as an Administrator – Employee Benefits until 1992. Between 1992 and 1995 she worked as a Manager – Employee Benefits.
50. Between 1995 and 2008, she held various positions as Director for employee benefits and compensation. Between 2008 and 2011 she worked for RTCMI as Global Practice Principal Adviser – Global Benefits Practice.
51. During her functions with the department of employment benefits, Ms. Caplette worked actively to implement the Indexation Policy by liaising with the internal corporate bodies and officers within RTFT and RTCMI.
52. Ms. Caplette retired in 2011. She is a member and beneficiary of the RTCBU Plan.
53. Ms. Caplette is also the beneficiary of a SERP payable by RTCMI, pursuant to a retirement agreement entered into with RTCMI on September 1st, 2011 (the “**Caplette Retirement Agreement**”), disclosed in support hereof as **Exhibit P-9**.
54. Section 10 of the Caplette Retirement Agreement (P-9) also contains an undertaking by which RTCMI explicitly undertook to index the benefits under Ms. Caplette’s SERP upon each indexation of the benefits under the RTCBU Plan, and to apply (and pay) proportionally the same increase to Ms. Caplette’s benefits under that SERP as the one that Rio Tinto was bound to apply under the RTCBU Plan.
55. Ms. Caplette is one of the retirees who initiated the Prior Proceedings, detailed below at paragraphs 217 and following.

iii. Mr. Jean-François Turgeon

56. Mr. J-F Turgeon joined QIT as a research chemist in 1989. He was promoted to the position of Vice-President, Technology in 2000.
57. He was later appointed President and COO of RTFT in 2006. In 2010, he became the CEO for RTIT(UK) and RTFT, a position that he held until his departure from RTFT and RTIT(UK) in 2013.
58. Mr. J-F Turgeon’s leadership was instrumental to steer RTFT and RTIT through the global liquidity crisis of 2008 and through the recovery period that followed, thus contributing actively to the financial success of Rio Tinto’s Canadian titanium business in the 2010s and beyond.
59. Mr. J-F Turgeon left RTFT and RTIT on January 1st, 2014 for another producer of Titanium Dioxide (“**TiO₂**”).
60. Mr. J-F Turgeon retired in April 2024 and then became a beneficiary of the RTCBU Plan.

61. Mr. J-F Turgeon is also a beneficiary of a SERP payable entirely by RTIT, pursuant to a retirement agreement he concluded with RTIT on January 1st, 2000 (the “**J-F Turgeon Retirement Agreement**”), as appears from the Turgeon Retirement Agreement disclosed in support hereof as **Exhibit P-10**.
62. Section 10 of the J-F Turgeon Retirement Agreement (P-10) also contains an undertaking by which RTIT explicitly undertook to index the benefits under Mr. J-F Turgeon’s SERP upon each indexation of the benefits under the RTCBU Plan, and to apply (and pay) proportionally the same increase to Mr. J-F Turgeon’s benefits under that SERP as the one that Rio Tinto was bound to apply under the RTCBU Plan.
63. Mr. J-F Turgeon is one of the retirees who initiated the Prior Proceedings, detailed below at paragraphs 217 and ff.

iv. Jean Giroux

64. Plaintiff Mr. Jean Giroux (“**Mr. Giroux**”) joined QIT in May 1986 as a geologist.
65. Mr. Giroux was tasked by QIT to prospect and identify sources of titanium for QIT to open a third mining sites, in addition to the ones of Havre-Saint-Pierre and South Africa.
66. Mr. Giroux was appointed Chief Geologist in 1996 and, in 1991, was promoted to Exploration Manager.
67. Mr. Giroux’s works led to the identification of a source of titanium in Madagascar. He was further entrusted with the setting up and opening the QIT Madagascar mine. For this purpose, Mr. Giroux lived as an expatriate in Madagascar from 1987 and 1989 and then from 1997 until 2010.
68. Upon his return in Québec, Mr. Giroux integrated the RTIT Technology Center and became responsible for the mineral processing department.
69. During his employment at QIT, Mr. Giroux became aware that QIT pension benefits were indexed every two years at a level 50% of the CPI. Mr. Giroux was further aware that the indexation was contingent on QIT’s commercial performance.
70. Mr. Giroux retired in September 2021 and then became a beneficiary of the RTCBU Plan.
71. Mr. Giroux was never informed by Defendants that his pension benefits would not be indexed.

v. Yves Langlois

72. Mr. Yves Langlois is a metallurgical engineer. He joined QIT on August 28, 1989, after having worked at two other steel mills in the Sorel-Tracy region, Sidbec-Dosco, now Arcelor-Mittal, and the Forges de Sorel.
73. In 1995, Mr. Langlois was appointed Assistant Superintendent of QIT's smelter plant, and, in 1998, Mr. Langlois was promoted to Superintendent of the said smelter plant.
74. In December 2007, after having acted as the director of the UGS plant for one and a half years, Mr. Langlois returned to the QIT smelter plant as its executive director.
75. Throughout his career at QIT, Mr. Langlois was tasked with important mandates, including negotiations with unions and the elimination of certain positions.
76. Mr. Langlois was generally aware of QIT's pension benefits before joining QIT, since it was common knowledge in the Sorel-Tracy region and one of his relatives was a former QIT employee.
77. Mr. Langlois was also made aware of QIT's benefits during his recruitment and hiring process. Mr. Langlois was then informed of the indexation of QIT's pension benefits.
78. While working at QIT, Mr. Langlois became aware that the indexation of the pension benefits depended on the company's performance.
79. Mr. Langlois retired on March 1st, 2014, and started receiving benefits from the RTCBU Plan on September 1st, 2015.
80. At no point was Mr. Langlois informed that the RTBCU Plan pension benefits would no longer be indexed.

vi. Yves Pépin

81. Plaintiff Yves Pépin ("**Mr. Pépin**") is a process engineer by training who joined QIT in July 1992. Mr. Pépin had previously worked at Tioxyde Canada (Sorel) and Petro-Canada (Montréal-Est).
82. Mr. Pépin then integrated the QIT Technology Centre and was one of the research engineers whose work contributed to the creation of the UGS process.
83. After acting as the Technical Superintendent of the UGS Plant for a year, Mr. Pépin returned to the Technology Centre and was promoted, in 2000, to the role of Manager TiO₂ Group to pursue UGS process development and was the process lead during the numerous expansion phases of the UGS plant. His role was then enlarged to also include technical support to QIT clients for TiO₂ products
84. In 2006, Mr. Pépin was appointed Director TiO₂, Quality & Product Stewardship. In addition to his research activities, Mr. Pépin was the Director Quality

for the whole Sorel-Tracy site and remained in that position until the integration of PMQ to QIT, in 2011.

85. In 2011, Mr. Pépin refocused his endeavours on the activities pertaining to TiO₂ as Director TiO₂ & Product Stewardship at the Technology Centre. Over the years, Mr. Pépin took part in the prospection and development of new markets for TiO₂ products abroad as well as the development of new TiO₂ products.
86. In the context of his hiring, Mr. Pépin was informed of QIT's pension benefits, including the indexation of these benefits on a two-year cycle.
87. Mr. Pépin also became aware that the indexation was only contingent on QIT's profitability.
88. Mr. Pépin retired in November 2023 and then became a beneficiary of the RTCBU Plan.
89. Mr. Pépin was never informed that his pension benefits would not be indexed.

vii. Christian Turgeon

90. Christian Turgeon ("**Mr. C. Turgeon**") joined QIT in January 1988 as an informatic analyst, after having been an intern during his studies.
91. In the 2000s, Mr. C. Turgeon was appointed Director of Informatic Services of RTFT.
92. In 2010, Mr. C. Turgeon was transferred from RTFT to RTCMI, in Montreal. Mr. C. Turgeon had then been reassured that his pension benefits would remain unchanged.
93. Mr. C. Turgeon became aware of the indexation of pension benefits while working at QIT.
94. Mr. C. Turgeon retired on June 1st, 2021 and then became a beneficiary of the RTCBU Plan.
95. At no point was Mr. C. Turgeon informed by Defendants that his pension benefits would not be indexed.
96. Mr. C. Turgeon is not related to Mr. J-F Turgeon.

III. THE FACTS GIVING RISE TO THE CAUSES OF ACTIONS OF APPLICANTS' AND CLASS MEMBERS' CLAIMS

97. During the 1980s, 1990s and 2000s, Applicants and other Class Members supported Rio Tinto's Canadian titanium-producing business and successfully steered it through some of the most troublesome times for titanium production in Québec,

including a major production technology overhaul in the 1990s and a liquidity crisis in the 2000s.

98. During their employment with RTFT and/or RTCMI, Applicants and other Class Members were led to believe that their financial fortunes, including a sizeable portion of their retirement benefits, were tied in lockstep to the fortunes of the titanium business they were tasked to mind, manage and safekeep.
99. In particular, they were led to believe that they would reap – during their retirement years – a portion of the earnings generated by RTFT and RTCMI, by way of biennial, special contributions by these entities to the RTCBU Plan. These special biennial contributions were meant to increase Applicants’ defined benefits under the RTCBU Plan and offset partially the inflation creeping up on retirees’ purchasing power.
100. Starting in the 1980s, Defendants consistently applied and abided by an indexation policy (the “**Indexation Policy**”).
101. The Indexation Policy provides for biennial special contributions by RTFT and RTCMI to the RTCBU Plan and correlative increases in the Class Members’ retirement benefits equal to 50 % of the increase in the Consumer Price Index (the “**CPI**”), provided that the Canadian titanium business unit is shown to be profitable on the short-term and on the long-term, based on the current financial results, the yearly budget and the five-year forecast.
102. Defendants not only established and maintained a series of corporate practices and processes in furtherance of the Indexation Policy, but also repeatedly represented to Applicants and other Class Members that their pension benefits would be indexed biennially by 50 % of the CPI, barring any material threat to the company’s short or long-term profitability.
103. These representations were made by Defendants and understood by Applicants and the Class Members as an incentive to ensure a sustainable and ongoing profitability of Rio Tinto’s Canadian titanium business and a share in the financial profitability that Applicants’ management and governance efforts would ultimately bring about on the long-term.
104. The Indexation Policy and the indexation practices and processes that had been previously applied and followed, as well as Defendants’ representations, gave rise to:
 - a. An implicit contractual obligation, binding upon RTFT and RTCMI as funding employers under the RTCBU Plan, to index biennially the Applicants’ and other Class Members pension benefits, barring any material threat to the company’s short or long-term profitability;
 - b. A reasonable expectation by Applicants and other Class Members that (i) the Indexation Policy would be followed going forward during their retirement, (ii) the corporate indexation practices and process would remain

in effect and (iii) Applicants' pension benefits under the RTCBU Plan would continue to be indexed biennially by 50 % of the CPI, barring any material threat to the short or long-term profitability of Rio Tinto's Canadian titanium business.

105. Defendants' actions leading up to the halt of the indexation of their retirement benefits, the indexation halt itself and Defendants' subsequent failure to communicate full information to the Class Members on this respect conduct constitute breaches of contract, as well as oppression of a part of the Class members' interests within the meaning of the *Canada Business Corporations Act* ("CBCA") and the *Québec Business Corporations Act* ("QBCA"), as is more amply set out below at **Sections IV** and **V**.
106. The following paragraphs set out in more detail: the previous discretionary indexation applied between the 1960s and the early 1980s (**Sub-Section III.A**, below); the adoption of the Indexation Policy and its parameters (**Sub-Section III.B**, below); the application of the Indexation Policy and representations made by Defendants to the Class members in that regard (**Sub-Section III.C**, below); and the indexation halt in 2012 (**Sub-Section III.D**, below).

A. 1960s to 1982: THE ABROGATION OF THE PREVIOUS DISCRETIONARY INDEXATION POLICY

107. The 1970s and early 1980s were a highly inflationary era in which QIT retirees were suffering financial hardship associated with the correlative decrease in the value of their pension entitlements.
108. At that time, the applicable pension indexation policy at QIT provided the company with full discretion over indexation of pension benefits to offset inflation. The decision to index (or not) the benefits under the RTCBU Plan was governed by no other conditions, rules or processes than QIT's unfettered exercise of discretion.
109. Similarly, the indexation – when granted – was not conceived as a measure tied to the ongoing profitability of the company nor as a measure incentivising performance and success, but rather as a discretionary bonus that QIT could decide in its unfettered discretion to grant or not.
110. In recognition of the shortcomings of such a discretionary system and to increase the engagement of its employees, managers and officers in the success of the business and their fidelity, QIT management recognized the need for a new structured policy which allowed QIT employees and future retirees to better plan their retirement and tied their individual fortunes to those of the company.
111. For these reasons, between 1982 and 1984, the QIT Board of Directors abrogated the previous discretionary indexation policy and approved the new structured Indexation Policy with retroactive effect to 1981.

B. 1982-1984: THE ADOPTION OF THE NEW INDEXATION POLICY, THE ESTABLISHMENT OF THE QIT PENSION BOARD AND THE INTERNAL INDEXATION PROCESS

i. The Adoption of the Indexation Policy

112. The Indexation Policy was adopted by QIT management under Dr. Grierson's watch as QIT's CEO. Dr. Grierson was personally involved in the conception of the Indexation Policy and in the establishment of the internal procedures and bodies responsible for its implementation.
113. The Indexation Policy, in effect since 1981, provides for stepwise indexation of the benefits under the RTCBU Plan equivalent to 50% of the increase in the CPI during the two-year period preceding the indexation. The indexation was provided triennially until 1990 and biennially thereafter.
114. In practice, the indexation is made by way of a special contribution from the responsible employer (RTFT and RTCMI) to the trust fund of the RTCBU Plan, for subsequent distribution by the trust fund to Applicants and other members of the RTCBU Plan.
115. The indexation of pension benefits under the Indexation Policy is subject to a single condition, that is the financial capacity of the funding employer (presently RTFT and RTCMI) to pay the special contribution from its earnings while preserving short-term and long-term profitability, the whole based on the company's current financial statements, yearly budget and five (5) year forecast.
116. Under the Indexation Policy, if this profitability condition is met, the funding employer (RTFT and/or RTCMI) is bound to grant the indexation and has no discretion to refuse doing so. The purpose of the new Indexation Policy was twofold: (i) to partially protect the retirees against indexation and to allow them to plan their retirement accordingly and (ii) to fidelity, performance and creativity amongst non-unionized employees.

ii. The Establishment of the QIT Pension Board

117. Concurrently with the Indexation Policy, QIT established, in the early 1980s, a new internal corporate body called the QIT Pension Board (the "**QIT Pension Board**").
118. The QIT Pension Board was created as a subset of the QIT Board of Directors and was tasked *inter alia* with overseeing the biennial indexation process.
119. More importantly, the QIT Pension Board was also established to consider the pensioners' interests to receive protection from inflation, as a group of corporate stakeholders with interests distinct from those of the shareholders.
120. The following three (3) corporate officers had a seat on the QIT Pension Board:

- c. The President or Chief Operating Officer;
 - d. The Chief Financial Officer; and
 - e. The Vice-President, Human Resources.
121. The composition of the QIT Pension Board further ensured that the pensioners' interests were properly considered and that the profitability condition was adequately assessed by the company's officers with knowledge of the production and financial forecasts.
122. Since the establishment of the QIT Pension Board, the scope of its mandate extended to cover all new pension plans incorporated within the RTCBU Plan. This continued even as some officers, management and salaried employees migrated from RTFT to RTIT (now RTCMI) in the late 1990s.
123. The QIT Pension Board, its role and its status remain in full force and effect to the present date, although Applicants recently learned that Defendants have unfairly disregarded and bypassed its authority.

iii. The Indexation Process

124. The financial reporting period for QIT (and later RTFT, RTIT and RTCMI) starts on the 1st of January of each calendar year. As such, each biennial indexation granted between 1982 and 2011 was effective as at 1st of January of each indexation cycle.
125. During this period, the internal corporate process preceding each such indexation cycle was initiated every other fall season by the company's Director, Employee Benefits, who relied upon the independent advice of an external actuary to issue a report presented to the QIT Pension Board.
126. In particular, the review and determination of the indexation of the RTCBU Plan benefits under the Indexation Policy was carried out in accordance with the following steps:
- a. **Financial Analysis:** QIT's Director, Employee Benefits, worked with an actuary from the private firm Mercer, generally Mr. Vincent Sirois, to prepare a financial analysis report demonstrating (i) the impact of inflation on the pensioners' purchasing power and (ii) the cost for QIT (later RTFT and RTCMI) associated with funding the indexation of the benefits under the RTCBU Plan up to 50 % of the CPI index;
 - b. **Determination of profitability:** The financial analysis was presented, with a recommendation, to the QIT Pension Board, which considered inter alia (i) the biennial inflation figures, (ii) the cost of indexation, (iii) QIT's current financial statements, (iv) its yearly budget and (v) its five-year financial forecast.

The profitability analysis was centered primarily on the projected profit margin, the current **earnings** before interest, tax, depreciation, and amortization (“**EBITDA**”) and the projected EBITDA over the years to follow.

- c. **QIT Board Approval – through the CEO:** The recommendation of the QIT Pension Board was conveyed to the CEO, who was invested with decision-making authority on indexation by QIT’s Board of Directors. The CEO was authorized to approve individual expenditures and commitments within the **context** of the company’s financial plans, which could total several hundreds of million dollars (USD).

127. The above-mentioned process was consistently applied between 1984 and 2011, as more amply set out below.

C. 1984-2011: THE CONSISTENT APPLICATION OF THE INDEXATION POLICY, THE INDEXATION PRACTICE AND THE DEFENDANTS’ REPRESENTATIONS

i. The Indexation Practice

128. QIT granted the first indexation under the Indexation Policy in 1984. At that time, the increase in pension benefits to 50 % of the CPI took effect with retroactive application to cover the period between 1981 and 1985.

129. The Indexation Policy was consequently applied and followed triennially until 1990 and then biennially until 2011, pursuant to the abovementioned internal review and approval process, resulting in an increase in pension benefits on all but two occasions.

130. The indexation of the pension benefits was interrupted only twice between 1981 and 2011 when the ongoing profitability and viability of QIT’s business were threatened by the following extraordinary events:

- a. In 1992, QIT was afflicted by a precipitous loss of business when the market for its sulfatable slag, made from its Lac Tio ore, declined more rapidly than anticipated, while QIT did not have the capability of diverting sales into the growing market for chlorinatable slag. As a result, the application of the Indexation Policy in early 1992s, then yielded a conclusion (supported by all intervenors in the process) that QIT could not grant the indexation given the prevailing long-term profitability forecast. That conclusion was reviewed late that year, however, as profitability concerns were dispelled.

- b. In 2008, RTFT and RTCMI were significantly affected by the global liquidity crisis that sent shockwaves throughout the industry. Like the manufacturing process crisis discussed above, the global liquidity crisis also cast doubt on the profitability of the company. The application of the Indexation Policy at that time led to a conclusion that RTFT and RTCMI could not index the pension benefits in 2008.

131. On both occasions, the Indexation Policy and the internal review process described above were followed by the respective internal corporate intervenors, and the indexation halt was considered necessary to ensure the survival of Rio Tinto's Canadian titanium business units.
132. However, on both occasions, indexation was reinstated and backdated to retroactively cover the period since indexation was interrupted.
133. Thus, in July 1992, the indexation of the RTCBU Plan's benefits covered the period January 1990 to January 1992 and covered 50% of the CPI increase for that period. Likewise, in 2009, the indexation of the RTCBU Plan's benefits covered the period from 2006 to 2009.
134. The existence and application of the Indexation Policy in accordance with the indexation process described above, was at all relevant times known to Rio Tinto plc.

ii. The Defendants' Representations

135. Before and after QIT was acquired by Rio Tinto in 1989 and until 2011, the Defendants consistently represented to Class Members (including Applicants) that the pension benefits under the RTCBU Plan would be indexed partially (50 % of the CPI) on a biennial basis, pursuant to the Indexation Policy.
136. For example, as early as March 1987, QIT new hires were provided with a circular informing them that pension benefits are indexed to help retirees cover the cost of living, as appears from the QIT circular, titled "Staff News", dated March 1987,
Exhibit P-11:

3. Pension adjustments: Benefits currently paid to pensioners are adjusted to partially recognize increases in the cost of living. This adjustment is based on 50% of the increase in the Consumer Price Index between the year following the employee's retirement date, starting with January 1st, 1981, and January 1st, 1987.

[Emph. added]

137. In addition to the foregoing, between the 1980s and the early 2010s, Defendants' representatives systematically advertised the benefits package to prospective non-unionized employees and advised them that their pension benefits under the RTCBU Plan would be indexed partially every two years to offset the effect of inflation, barring an unforeseen problem affecting the company's short and long-term profitability.
138. As a result, the non-unionized employees hired by QIT, RTIT, RTFT and/or RTCMI since 1987 joined the work force of those entities with the expectation that the Indexation Policy would apply to their retirement entitlements, in accordance with the Defendants' representations and the terms of the Indexation Policy.

139. This expectation was confirmed over the years by the numerous other assurances and representations made by QIT officers and managers.
140. For example, in January 1992, Mr. Button, then QIT Senior VP Finance and Rio Tinto plc secondee, sent a memorandum to Dr. Grierson reiterating QIT's "traditional [indexation] practice," to which he referred as a "custom of regularly increasing pensions by 50% of the rise in the CPI," as appears from a copy of Mr. Button's memorandum to Dr. Grierson dated January 9, 1992, disclosed in support hereof as **Exhibit P-12**.
141. At the time, Mr. Button and, by corollary, his principals at Rio Tinto plc, were aware that the indexation practice in accordance with the Indexation Policy could give rise to a "legal obligation" on an "ongoing basis" and he reported the value of the liability attached to such a legal obligation, as appears from Mr. Button's memorandum (P-12).
142. With full knowledge of the legal obligations created by the Indexation Policy, by the consistent indexation practice and by Defendants' representations to the beneficiaries of the RTCBU Plan, Defendants continued to apply the Indexation Policy and to fund biennially the cost of the indexation up to 50 % of the CPI index.
143. Following each such indexation cycle, many RTCBU Plan beneficiaries (including Applicants) generally received a formal notice from QIT (later RTCMI) confirming such.
144. Many of those notices informed the retirees that indexation was a measure taken to offset the cost-of-living increases affecting them, as appears from a copy of various notices sent to RTCBU Plan members between 1992 and 2011, disclosed in support hereof as **Exhibit P-13**, *en liasse*.
145. One such notice also contained a forward-looking statement regarding future indexations and an undertaking to review periodically the evolution of inflation to assess whether future indexation adjustments would be needed to protect pensioners from increases in the cost of living, as appears from a copy of the notice titled "Ajustement des prestations de retraite," dated March 1st, 2002, disclosed in support hereof as **Exhibit P-14**:

Le premier versement de la rente ajustée, ajouté à l'ajustement rétroactif, vous parviendra lors du versement en avril 2002. Nous tenons à vous informer de notre intention de continuer à surveiller l'évolution de l'inflation périodiquement afin d'évaluer si des ajustements doivent être apportés aux rentes versées, ceci dans le but de réduire l'impact financier de l'inflation.

[Emph. added]

146. The statements contained in the indexation notices (P-13 and P-14) confirm the terms of the Indexation Policy and advise that the Defendants will continue to abide by its terms.
147. The beneficiaries of the RTCBU Plan, including many Class Members, relied on these representations and were justified in believing that Defendants would continue to evaluate the impact of inflation on the pensioners' cost of living depending on the financial and inflationary circumstances arising every two (2) years and that Defendants would grant the biennial indexation, except if the profitability of Rio Tinto's Canadian titanium business were found to be at risk.
148. In addition to the foregoing, Defendants also made specific assurances to some Applicants and Class Members regarding the indexation of their pension benefits under the RTCBU Plan, including the following.
149. During the late 1990s, the employment relationship of Applicants Drs. Grierson, Cook and Prest were transferred from RTFT to RTIT (later RTCMI), although RTFT also remained liable to fund the indexation as Applicants' initial employer. In the context of this transition, Applicants were told that their previous employee benefits – including the entitlement to receive the biennial indexation – would remain unchanged and binding upon the new employer, RTIT and later RTCMI.
150. On April 26, 2001, Defendants issued a pamphlet titled "Rewarding Performance" to the attention, inter alia, of the executive officers and managers of the Canadian titanium business units, including Applicants (the "**Remuneration Pamphlet**"), as appears from the Remuneration Pamphlet, disclosed in support herewith as **Exhibit P-15**.
151. The Remuneration Pamphlet (P-15) specifically listed the pension benefits as part of the "Rio Tinto Total Remuneration Package" and specifically advised Rio Tinto's executives and managers, including some Applicants, that the "current arrangements" (which include the indexation of the pension benefits in accordance with the Indexation Policy) would "continue to apply" and that any proposed changes would be brought to the attention of the beneficiaries, including Applicants.
152. On August 9, 2002, Mr. Gary O'Brien, then Senior VP Finance of RTFT and RTIT and Rio Tinto plc secondee, confirmed to Dr. Prest that, despite his transition to Diavik Diamond Mines Inc. (a separate entity in the Rio Tinto group) the practice of RTIT (now RTCMI) of indexing pension benefits biennially would continue to be honoured, as appears from a copy of the email sent by Mr. O'Brien to Dr. Prest disclosed in support hereof as **Exhibit P-16**.
153. Given the foregoing, the Class Members had a reasonable expectation, before, upon and after their retirement, that the Indexation Policy described above, as well as an indexation process practice that duly considers their interests as corporate stakeholders would be followed and applied as they had since the early 1980s, and that the benefits under the RTCBU Plan would continue to be indexed on a going-forward basis.

154. Furthermore, RTFT and RTCMI were and remain bound by a contractual legal obligation to fund each biennial indexation by way of a special contribution to the RTCBU pension trust fund.

D. 2012: THE HALT OF THE INDEXATION OF RTCBU PLAN BENEFITS

155. As of January 2013, RTFT and RTCMI stopped applying the Indexation Policy under the RTCBU Plan, as well benefits under the SERPs and did not index the retirement benefits under the RTCBU Plan and the correlative SERPs since January 2011.

156. However, most Applicants and Class Members found out that the indexation had been halted long after January 2013 and could not have found out earlier.

157. Indeed, at no time since January 2013 did the Defendants adequately inform the Class Members that their retirement benefits would not be indexed, whether on an individual or collective basis.

158. Moreover, Applicants and other Class members could not reasonably have learned of the indexation halt when it was enacted in January 2013 since their pension benefit slips do not report a breakdown of the indexation granted biennially.

159. Even when they learned that Defendants halted the indexation of their pension benefits as of 2013, the Class Members remained unaware (and could not have discovered) that the indexation halt was a permanent measure, as is more amply set out below.

E. THE *DE FACTO* ABROGATION OF THE INDEXATION POLICY BY DEFENDANTS

160. In 2007, the Rio Tinto group of companies acquired Alcan Inc. in the context of a highly leveraged buyout that increased the parent companies' liabilities.

161. That same year, RTFT and RTCMI discontinued defined retirement benefits under the RTCBU Plan for all new hires at RTFT or RTCMI.

i. The Abolishment of Key Positions within the Indexation Process

162. As of 2007, the positions of key intervenors in the indexation process within RTFT and RTCMI were abolished.

163. One of those key positions was that of Director of Employee Benefits at RTFT, the corporate officer tasked with preparing the financial analysis (known as the "business case") which initiated each biennial indexation process, including the assessment of inflation on the pensioners' purchasing power.

164. Ms. Caplette held that position until it was abolished in 2008 and replaced by a new role: Manager, Compensation and Benefits RTFT. Ms. Caplette was then transitioned to RTCMI, in the position of Principal Adviser, Global Benefits Practice and the supervision of the Indexation Policy application remained with her.

165. Upon Ms. Caplette's retirement in 2011, the functions of supervising the application of the Indexation Policy have not been fulfilled within RTFT or RTCMI.
166. As of 2011, a new group of Rio Tinto representatives started overseeing the indexation process within RTFT and RTCMI. That group included an in-house actuary, based in Quebec and reported directly to and took instructions directly from Rio Tinto plc, which thereby engaged its civil liability in the province of Quebec.
167. The involvement of external independent actuaries in the indexation process was concurrently ended and their duties and functions were devolved to RTCMI employees who reported directly to Rio Tinto plc through their superiors.

ii. The Defendants Halt the Indexation in Violation of the Indexation Policy

168. The abolishment of the role of the independent actuaries and of the position of Director, Employee Benefits meant the *de facto* abrogation of the first step of the indexation process under the Indexation Policy.
169. The next step, the determination of profitability and the affordability of the indexation for RTFT and RTCMI, was *de facto* abrogated in 2012.
170. Rather than performing this analysis, Rio Tinto plc decided in 2012 to no longer index the RTCBU Plan. This measure was imposed upon RTFT and RTCMI, through an internal actuary who replaced the independent actuary firm Mercer.
171. From thereon, RTFT and RTCMI did not abide by the Indexation Policy.
172. Under the Indexation Policy, the issue of pension indexation should have been considered in the fall of 2012 in accordance with the process described above, with an input from the external independent actuaries, the RTFT Pension Board and the approval of RTFT CEO.
173. That process should also have been followed during the months preceding each subsequent indexation cycle starting on January 1st of 2015, 2017, 2019, 2021 and 2023.
174. However, RTFT and RTCMI did not abide by the Indexation Policy at each of these occasions.

F. THE RISE IN RIO TINTO PLC'S FINANCIAL PERFORMANCE AND THE CLASS MEMBERS' DWINDLING PURCHASING POWER SINCE THE INDEXATION HALT

175. Since 2012, Defendants' titanium business has posted excessively favourable earnings and financial results, leading Rio Tinto plc to issue dividends which increased by 74 % over the past six (6) years alone and reached a record high of \$16.8 billion in 2021.

176. In contradiction, since 2011, the retired Class Members experienced a steep decrease in their purchasing power even as inflation rose by 30.89 % over that period, with a record increase of at least 6 % in 2022 alone.
177. This increase in the cost of living from December 2010 (when the CPI stood at 117,5) to October 2022 (when the CPI rose to 153,8) means that a person with a weekly income of \$1,000 in early 2011 would need \$1,309 per week in October 2022 to have the same purchasing power.

IV. THE CLAIMS OF THE APPLICANTS AND OTHER CLASS MEMBERS AGAINST THE DEFENDANTS

178. The Applicants assert two (2) causes of action:

- a. Defendants violated the Class members' reasonable expectations and unfairly disregarded and prejudiced their interests as corporate stakeholders of RTFT, RTCMI and Rio Tinto plc, pursuant to ss. 450 QBCA *et seq.* and ss. 241 CBCA *et seq.* (**Sub-Section IV.A**, below); and
- b. Defendants violated the implicit contractual obligation to index the RTCBU Plan as per the Indexation Policy (**Sub-Section IV.B**, below).

the whole as is more amply set out below.

A. CLASS MEMBERS HAVE AN OPPRESSION CLAIM AGAINST THE DEFENDANTS

179. The Applicants and the other Class Members have standing to assert an oppression claim (i), they had reasonable expectations regarding the application of the Indexation Policy (ii) and the Defendants violated those reasonable expectations (iii).

i. The Class Members Have Standing to Bring an Oppression Claim

180. All Defendants are affiliated corporate bodies for the purposes of the QBCA and the CBCA.

181. Dr. Grierson and several other Class members are former officers and directors of RTFT and/or RTCMI, within the meaning of s. 439 QBCA and s. 238 CBCA and, as such, have standing as of right to act against the Defendants under the oppression provisions of those corporate statutes.

182. In addition, all Class Members are corporate stakeholders sufficiently interested in the affairs of the Defendants to bring the present application under ss. 439 QBCA and following, as well as ss. 239 CBCA and following.

183. The application of the Indexation Policy and the entitlement to indexation are directly related to the financial performance of RTFT and RTCMI. As a result, the Class

Members' claims are based on elements internal to these corporations, being the finances, management, governance and allocation of RTFT and RTCMI's earnings.

184. Moreover, the abrogation of the Indexation Policy was implemented through a corporate restructuring of the internal decision-making organs, as the oversight and responsibility for the indexation was transferred from the Canadian titanium business units business to the parent company and beneficial shareholder of the entire group of Rio Tinto companies, Rio Tinto plc.
185. Therefore, the Class Members' underlying claims are intimately related to the internal affairs and management of RTFT, RTCMI and Rio Tinto plc, as the impugned conduct involves management's halt of the Indexation Policy and its non-disclosure of the halt of the Indexation Policy.
186. Given the foregoing, the Class members are proper persons and are sufficiently interested in the internal affairs and management of the Defendants to bring the present application under ss. 439 QBCA et seq. and ss. 239 CBCA et seq.
187. In the alternative and *de bene esse*, the Class members are entitled to an order authorizing them *nunc pro tunc* to act as applicants under s. 439(3) QBCA and as complainants under s. 238(d) CBCA.

ii. Class Members Had a Reasonable Expectations regarding the Indexation of their Pension Benefits

188. The Class Members had a reasonable expectation that the Indexation Policy would continue to apply through a process and practice that duly consider (at the Canadian business unit level) their interests to receive a measure of protection from inflation as an allocation of a fraction of the earnings of RTFT and RTCMI on a biennial basis.
189. Class Members also reasonably expected that their defined benefits under the RTCBU Plan and correlated SERPs would be indexed biennially by an amount equivalent to 50 % of the CPI index, where the corresponding special contribution to the RTCBU Plan trust fund and the increase in the benefits under the correlated SERPs does not exceed the net earnings of RTFT and RTCMI for the previous, current or upcoming reporting periods.
190. Class Members had a reasonable expectation that the biennial indexation of their pension benefits under the RTCBU Plan and the correlated SERPs would be in fact granted on the January 1st, 2013, and biennially thereafter.
191. The Class Members reasonable expectations to have their retirement benefits indexed further arise from the multi-billion-dollar earnings posted by Rio Tinto's global titanium group (in which RTFT and RTCMI are significant players and wealth contributors) as well as the relatively low value of the special biennial contribution that Defendants are bound to make to the trust fund of the RTCBU Plan and to their correlated SERPs,.

192. The Class Members also reasonably expected that Defendants would be transparent and forthcoming in their dealings with their pension benefits.
193. The Class Members' reasonable expectations were maintained and confirmed by RTFT, RTCMI and/or Rio Tinto plc both before and after their retirement, *inter alia* given the following.

iii. The Violation of the Class Members' Reasonable Expectations

194. Defendants violated Class Members' reasonable expectations *inter alia* by permanently halting the indexation of their pension benefits and unfairly prejudiced the Class Members by depriving them of protection against indexation.
195. Defendants de facto abrogated the Indexation Policy and ceased applying it as of 2012, in violation of the established practice and the indexation process observed internally within RTFT and RTCMI for almost three (3) decades and this, without considering the reasonable expectations of the Class Members in this regard.
196. Defendants also violated Class members' reasonable expectations and unfairly and prejudicially disregarded their interests by abolishing the position of Director, Employee Benefits, and replacing the role and functions of the independent external actuaries with those of an internal actuary who reported directly to Rio Tinto plc.
197. Defendants further violated the Class members' reasonable expectations by circumventing the role and function of the RTFT Pension Board and that of the RTFT CEO within the indexation process.
198. Rather than abiding by the Indexation Policy and the long-standing practice and process in that regard, RTFT and RTCMI followed the corporate directive of Rio Tinto plc, the corporate group's ultimate beneficial shareholder, with interests adverse to those of the pensioners.
199. Defendants repeated their oppressive conduct upon each biennial indexation cycle since 2011.

B. THE BREACH OF A CONTRACTUAL OBLIGATION UNDER THE RTCBU PLAN AND OF DEFENDANTS' OBLIGATION OF GOOD FAITH

200. The Indexation Policy, the indexation process and the indexation practice described above gave rise to an implicit contractual obligation binding upon RTFT and RTCMI as the funding employers under the RTCBU Plan.
201. In particular, RTFT and RTCMI are bound by a successive obligation towards the Applicants to make a special contribution to the trust fund of the RTCBU Plan on the 1st of January of every second year following 2011, in an amount equal to 50 % of the increase in the CPI index during the preceding biennial period applied to the total value of the defined benefits portion of the RTCBU Plan.

202. This contractual obligation remains binding upon RTFT and RTCMI, but subject to a single resolutive condition affecting only the discrete biennial performance of such obligation, if and when it is shown that paying the special contribution would put RTFT or RTCMI's profitability at risk.
203. Rio Tinto plc's incursion into the internal indexation process and practice followed by RTFT and RTCMI constitutes an extracontractual fault that engages Rio Tinto plc's liability towards the Class members.
204. Furthermore, through their actions, omissions and representations described above, Defendants have induced Applicants into believing that such an obligation existed, was recognized by Defendants and was binding upon them.
205. The Class Members acted in reliance upon these representations by performing their services for the benefit of the Defendants and their shareholders and remaining loyal to them. In addition, many Class members structured their financial affairs in reliance upon the biennial indexation of their pension benefits, barring any unforeseen financial concern affecting the profitability of RTFT and RTCMI.
206. As a result, Defendants' halt of the indexation after 2011 and their *de facto* abrogation of the Indexation Policy also constitutes a breach of an implicit contractual term and of Defendants' duty of good faith that justify the relief sought below.

V. **THE FACTUAL AND PROCEDURAL CONTEXT PRE-DATING THE SETTLEMENT**

207. The absence of indexation since January 1st, 2011, gave rise to multiple questions and growing dissatisfaction by RTFT/RTCMI retirees (**A**). This ultimately led to the institution of the Prior Proceedings by nine Class Members (**B**).

A. THE GROWING DISSATISFACTION REGARDING THE INDEXATION HALT

208. Between 2013 and 2020, several Class Members attempted, through various communications and exchanges with Defendants' representatives, to shed light on Defendants' decision not to index and were induced to believe that indexation would continue to be assessed on a biennial (or perhaps even more frequent) basis going forward. Defendants did not inform the Class Members, on an individual basis or collectively, of the changes implemented regarding the Indexation Policy or, more generally, the indexation of the RTCBU Plan pension benefits.
209. On or around 2018, Ms. Caplette, Mr. Roger Leblanc ("**Mr. Leblanc**") and Mr. Jean Péroquin ("**Mr. Péroquin**"), who are also Class Members, began meeting to discuss the absence of indexation. Their group, which other retirees progressively joined, became informally known as the *Groupe des retraité(e)s de RTFT/RTIT pour la restauration de l'indexation* (the "**GRRI**").

210. On or around September 9, 2020, Mr. Leblanc and Mr. Péroquin, on behalf of the GRRRI, wrote a letter to the president of the RTFT pension committee alleging that the GRRRI contacted 302 members under the RTCBU Plan with defined benefit entitlements and that the GRRRI had received a mandate from the above-mentioned members of the RTCBU to pursue measures relating to the indexation of pension benefits under the RTCBU Plan.
211. In 2021, Dr. Grierson and other retired RTFT executives agreed to join the efforts to obtain the restoration of the indexation.
212. On September 9, 2021, Dr. Grierson, on behalf of a group of retired RTFT executives, sent a letter to Rio Tinto plc seeking the restoration of indexation of pension benefits under the RTCBU Plan and SERPs, disclosed in support hereof as **Exhibit P-17**.
213. On September 28, 2021, Mr. James Martin, Chief People Officer Rio Tinto plc, responded to Dr. Grierson and confirmed that the Indexation Policy had not been used for several years, as appears from a copy of Mr. James Martin's letter to Dr. Grierson dated September 28, 2021, disclosed in support hereof as **Exhibit P-18**.
214. On November 4, 2021, a group of retirees including Dr. Cook and Ms. Caplette met with a delegation of Defendants' representatives including Mr. Ivan Vella, Chief Executive Aluminium and Executive Committee member, Mr. Stéphane Leblanc, Managing Director, Rio Tinto Iron and Titanium, and Ms. Sinead Kaufman, Rio Tinto Chief Executive, Minerals, to discuss the indexation halt in the context of the Indexation Policy.
215. During that meeting, Mr. Stéphane Leblanc, who assumed the functions of CEO for RTFT as of January 2015, said that he was unaware of any issues regarding the indexation of the RTCBU Plan's benefits.
216. Dr. Grierson's exchanges with Mr. Stausholm and Mr. Martin and the November 2021 meeting with Defendants' representatives marked the first occasion when Dr. Grierson and other former RTFT executives started suspecting that (i) the decision-making power over pension indexation had been transferred away from the Canadian business unit level and into the hands of the corporate group's ultimate shareholder, Rio Tinto plc, and (ii) the Indexation Policy had not been followed since 2015 (and probably since 2012).

B. THE PRIOR PROCEEDINGS

217. On August 26, 2022, Dr. Grierson, Ms. Caplette, Mr. J-F Turgeon, Dr. Cook, Dr. Prest, Dr. Gilles Charette, Mr. Victor Cormier, Mr. Leblanc and Mr. Martin Thibodeau (collectively referenced as the "**GR9**") formally put Rio Tinto on notice, as appears from a copy of GR9's letter of demand, dated August 26, 2022, disclosed in support hereof as **Exhibit P-19**.

218. Pursuant to their letter of demand (P-19), the GR9 requested Rio Tinto to index the benefits accruing under the RTCBU Plan as of January 1st, 2023, to 50 % of the CPI, retroactively to the last indexation period, being January 1st, 2011, and to apply and respect the Indexation Policy going forward.
219. Pursuant to their letter of demand (P-19), the GR9 also requested the copies of the relevant documents showing their entitlement to indexation, including the minutes of QIT's Board of Directors from the 1980s, the period in which the Indexation Policy was adopted.
220. The Defendants responded to the GR9's letter of demand, refuting the GR9's allegations, refusing the GR9's request and advising (through their then attorneys of record) that the minutes of QIT's Board of Directors from the 1980s are "*not available*," as appears from a letter from Norton Rose Fulbright dated October 17, 2022, a copy of which is disclosed as **Exhibit P-20**.
221. On March 28, 2023, the GR9 filed an *Originating Application for the Issuance of Rectification Orders, Declaratory and Injunctive Relief and Award in Damages* against RTFT, RTCMI and Rio Tinto plc in the Québec Superior Court, Court File No. 500 11-062170-234, modified on July 13, 2023, and again on September 21, 2023, a copy of which is disclosed as **Exhibit P-21** (the "**GR9's Originating Application**").
222. The proceedings instituted by the GR9 in March 2023 are referenced in this Application as the "**Prior Proceedings**."
223. In the context of the Prior Proceedings, the GR9 are seeking, *inter alia*, a declaratory judgment and injunctive remedies (notably an order forcing RTFT, RTCMI and Rio Tinto plc to index pension benefits under the RTCBU Plan biennially at 50% of the CPI), to the benefit of **all** members of the RTCBU Plan and/or SERPs, including *inter alia* the following:
- a. A judicial declaration that Defendants are liable to pay to the trust account of the RTCBU Plan a special contribution equivalent to the indexation of the defined pension benefits under that plan by 50 % of the increase in the CPI Index for the period between January 1st, 2011 and the judgment to be rendered;
 - b. A judicial declaration that the Defendants are liable to index the defined pension benefits of the RTCBU Plan on a going forward basis in accordance with the Indexation Policy.
224. Thus, the Prior Proceedings seek to provide a resolution of the indexation dispute not only for the benefit of the GR9 members personally, but also for all individuals with defined benefit entitlements under the RTCBU Plan and/or the SERPs.
225. As such, the conclusions sought therein are for the benefit of all Class Members.

226. On or about August 11, 2023, Defendants filed an Application for Partial Dismissal of the Modified Originating Application for the Issuance of Rectification Orders, Declaratory and Injunctive Relief and Award in Damages and for Transfer to the Civil Division of the Superior Court (the “**Partial Dismissal Application**”). By this application, Defendants requested that the dismissal of the oppression claim of the GR9, as disclosed in its originating application.
227. On January 8 and 9, 2024, the honourable Martin F. Sheehan, J.S.C., heard the Partial Dismissal Application.
228. On February 5, 2024, Sheehan J. dismissed the Partial Dismissal Application.
229. On March 7, 2024, the Parties filed in the Court record a case protocol which established all preliminary steps leading to the inscription of the Prior Proceedings for proof and hearing, except for the identity of Defendants’ representatives to be examined on discovery, which issue remained to be determined (the “**Case Protocol**”).
230. On July 31st, 2024, the Parties filed in the Court record a version of the Case Protocol which determined (by consent) the identity of the Defendants’ representatives to be examined upon discovery.
231. Over the months of April through June 2024, Defendants’ counsel examined on discovery all members of the GR9 and obtained the responses to the undertakings requests that Defendants had made during these examinations, in accordance with the Case Protocol.
232. On October 30, 2024, the Defendants’ attorneys notified the *Defense of Rio Tinto Fer et Titane Inc., Rio Tinto Canada Management Inc. and Rio Tinto plc* (the “**Defence**”), disclosed in support hereof as **Exhibit P-22**.
233. During the months of December 2024 and January 2025, the Applicants examined on discovery the Defendants’ representatives, in accordance with the Case Protocol.
234. On January 30, 2025, the Defendants filed the Defence (P-22) in the Court record. The Defence spans over 58 pages and 430 paragraphs and is supported by 91 exhibits and two (2) expert reports.
235. The Defence denies most allegations of the GR9’s Originating Application (P-22), which allegations overlap the allegations made in the factual background sections of this application.
236. The Defence (P-19) raises *inter alia* the following grounds of contestation to GR9’s Originating Application:
 - a. The Indexation Policy, as alleged by the GR9, did not exist (Defence, para. 222);

- b. Any indexation granted between 1980 and 2011 was granted on a strictly *ad hoc* (meaning voluntary and discretionary, according to Defendants) and an automatic non-discretionary indexation was never guaranteed nor promised (Defence, paras. 182 to 322);
- c. The decision not to grant indexation since 2011 was made for valid commercial reasons, including the funded status of the RTCBU Plan and the indexation practices prevailing in the Canadian market (Defence, paras. 323 to 353);
- d. The Defendants RTFT and RTCMI did not make any representations guaranteeing indexation (Defence, paras. 354 *et seq.*);
- e. The GR9's claims are prescribed (Defence, paras. 394 to 399);
- f. The GR9 members are not entitled to an oppression remedy, among others because they are not proper complainants, they have no reasonable expectations and because their reasonable expectations (if any) were not defeated (Defence paras. 403 to 421).

237. The GR9 deny these grounds of contestation and have actively pursued the advancement of the Prior Proceedings until the very signature of the Settlement Agreement, even as they participated in parallel mediation proceedings and negotiated the settlement of their dispute, as explained below.

VI. THER TERMS OF THE SETTLEMENT AGREEMENT

A. THE MEDIATION AND NEGOTIATIONS LEADING TO THE SETTLEMENT AGREEMENT

238. On or around June 6, 2024, the parties to the Prior Proceedings agreed to hold a mediation no later than August 31st, 2024, on the condition that the Prior Proceedings would continue to progress in accordance with the Case Protocol. The mediation, as well as the negotiations between the parties that followed the mediation, and the resulting Term Sheet (described below at paragraphs 239-250) were on a without admission basis.

239. On August 29 and 30, 2024, the GR9 and Defendants participated in mediation and carried out negotiations to settle the Prior Proceedings under the guidance of the mediator and with the assistance of their respective counsel, in good faith and at arm's length.

240. The mediation was held in Montreal at the mediator's offices, in his presence. The GR9 attended the mediation sessions, as did representatives of the Defendant entities.

241. Accordingly, the GR9 and their counsel engaged in arm's length negotiations with the Defendants and their legal counsel to resolve all issues arising from the Prior

Proceedings, including the declaratory and injunctive conclusions sought for the benefit of all Class Members.

242. At the end of the second day of mediation, the parties to the Prior Proceedings arrived at principles of settlement pursuant to which the Defendants would pay a cash amount to benefit certain affected RTCBU Plan members and enact a policy setting out the terms and conditions upon which defined pension benefits under the RTCBU Plan may be indexed going forward, the whole in exchange for releases that would fully and finally resolve all issues arising out of the Prior Proceedings (the “**Litigation Issues**”).
243. The parties to the Prior Proceedings also agreed, in principle, that a class action authorization and settlement approval request would be the only feasible manner to give effect to the principles of settlement and resolve the Litigation Issues for the benefit of the Class Members, *inter alia* considering:
- a. The significant number of beneficiaries of the defined benefits component of the RCBU Plan, being 982 as at December 31st, 2023;
 - b. The excessive difficulty (likely impossibility) associated with contacting each said beneficiary individually, and the impracticability of expanding the contractual circle of any potential settlement agreement to include directly all RTCBU Plan and SERP members as signatories;
 - c. The advanced age of many RTCBU Plan members (or their surviving spouses, when relevant), which creates a significant time pressure to resolve effectively and efficiently the issues arising from the Prior Proceedings and to allow RTCBU Plan and SERP members to benefit from the settlement during their life time;
 - d. The fact that, with the exception of the GR9 members and to the best of the Applicants’ knowledge, no RTCBU Plan member or SERP beneficiary has taken legal action or hired counsel to act against the Defendants regarding the indexation of pension benefits;
 - e. The grounds of contestation of the Defendants;
 - f. The releases sought by Defendants, which are essential terms of the principles of settlement and of any full and final resolution of the Litigation Issues.
244. In the months following the mediation session, counsel for the GR9 and Defendants vigorously negotiated the terms of a settlement term sheet and worked intensely to resolve all issues pending between the parties and to determine the terms of the proposed settlement, while continuing to litigate the Prior Proceedings.

245. In parallel to those exchanges between counsel, the parties to the Prior Proceedings also had direct discussions regarding certain terms of the settlement and the contemplated settlement agreement.
246. Their lawyers held multiple meetings to discuss the terms of the proposed settlement.
247. On or around December 17, 2024, after extensive negotiations that lasted for almost three (3) months, the parties to the Prior Proceedings entered into a term sheet setting out the main terms of the contemplated settlement agreement (the “**Term Sheet**”).
248. Following the execution of the Term Sheet, the undersigned counsel held discussions with the proposed Class Representatives (Mr. Pépin, Mr. C. Turgeon, Mr. Langlois and Mr. Giroux) who are not GR9 members and negotiated vigorously the terms of the Settlement Agreement with Defendants’ counsel.
249. In negotiating the Term Sheet and the Settlement Agreement, the Parties considered the following benefits that were granted or to be granted by Defendants in favour of RTFT/RTCMI pensioners who were members of the RTCBU Plan, announced after the institution of the Prior Proceedings and prior to the conclusion of the Term Sheet and the Settlement Agreement:
- a. **Hardship Program:** a temporary hardship program for which the retired members of the RTCBU Plan can apply up until March 31st, 2025, and pursuant to which retirees can receive a one-time cash payment (the “**Hardship Program**”). The net present value of the Hardship Program is estimated (by Defendants) at CA \$1.5 million;
 - b. **Medical Program:** An enhancement to the medical coverage available to members of the RTCBU Plan during retirement, the net present value of which is estimated (by Defendants) at CA \$3.5 million (the “**Medical Program**”).
250. The execution by all parties of the Settlement Agreement (P-1) was completed on or about February 14, 2025.

B. THE TERMS OF THE SETTLEMENT AGREEMENT

251. The Settlement Agreement, which was entered into on a without-admission basis by all parties, resolves all Litigation Issues and provides for the release of all claims by Class Members related to the Litigation Issues, in exchange of the following consideration to be granted by Defendants to the Class Members (the “**Settlement Consideration**”):
- a. An amount of \$13.5 million, to be augmented in accordance with the para. 215.b, below, if applicable, which is to be distributed to the first sub-group of Class members (as described below), in accordance with a mutually-

established distribution formula set out at Schedule “D” of the Settlement Agreement and Appendix 1 thereto (the “**Settlement Amount**”);

- b. To the extent any amount is left unclaimed, after July 30, 2025, out of the amount of CA \$1.5 million allocated to the Hardship Program, that unclaimed amount shall be used to increase of the Settlement Amount for those Settling RTCBU Plan Retirees (as this term is defined in the Settlement Agreement) earning less than \$50,000 per year as a retirement benefit as at December 31st, 2023;
- c. The adoption of a written policy, called the “**Use of Surplus and Indexation Policy**,” which shall set out a procedure to assess potential indexation of defined benefits conditional upon the existence of surplus in the RTCBU Plan.

252. To extend the scope of the benefits under the Settlement Agreement to all Class Members, the Settlement Agreement provides for the filing of an application to authorize a class action and approve a class action settlement with respect to the following groups:

- a. Sub-group 1: “**RTCBU Plan Retirees**”, which means:
 - i. the retired members under the RTCBU Plan who, on December 31st, 2023, were in receipt of a lifetime defined benefit pension from the RTCBU Plan or in accordance with a SERP, with the exception of those retired members who began receiving their pension payments between January 1st, 2023 and December 31st, 2023;
 - ii. the former members who had defined benefit entitlements under the RTCBU Plan or the Predecessor Plans and who: (i) withdrew the present value of their pension benefits from such registered plan upon their termination of employment and (ii) were only in receipt of a lifetime pension in accordance with a SERP on December 31st, 2023, with the exception of those retired members who began receiving their pension payments between January 1st, 2023 and December 31st, 2023; and
 - iii. the surviving spouses of retired or former members in Sub-group 1(i) or Sub-group 1(ii) above if such surviving spouses were in receipt of a lifetime pension from the RTCBU Plan or a SERP on December 31st, 2023.

The RTCBU Plan Retirees who will not have opted out are referenced as the “**Settling RTCBU Plan Retirees**.”

- b. Sub-group 2: All individuals with defined benefit entitlements under the RTCBU Plan, who will be subject to the Use of Surplus and Indexation Policy once adopted.

253. The above-mentioned sub-division of the Class Members reflects the fact that the Settlement Amount is meant to provide individual lump sum amounts instead of an indexation of pension benefits to retirees who were in receipt of a lifetime pension prior to January 1, 2023, and thus provide partial form of compensation for the absence of indexation.
254. The members of the RTCBU Plan who did not receive a monthly lifetime pension as of January 1st, 2023 will not participate in the distribution of the Settlement Amount, as they did not suffer from any absence of indexation as per the alleged Indexation Policy. For example, those Class Members who are still in the employ of a Rio Tinto entity are generally protected against the effects of inflation by the periodic adjustment of their salaries, which serve as the basis for the calculation of their defined benefits.
255. All Class Members will benefit from the adoption of the Use of Surplus and Indexation Policy for potential indexation awards for years 2024 and beyond.
256. The Settlement Agreement also provides that the class counsel fees will be paid directly by Defendants and that such payment is an additional payment, distinct from the Settlement Amount that shall in no way decrease or affect the Settlement Amount.
257. The following elements of the Settlement Agreement are explained in more detail below: the Settlement Amount (**Section VI.A**, below); the Use of Surplus and Indexation Policy (**Section VI.B**, below); the Class Counsel fees (**Section VI.C**, below).

C. THE SETTLEMENT AMOUNT

258. The Settlement Amount is meant to provide individual lump sum amounts instead of an indexation of pension benefits to retirees who were in receipt of a lifetime pension prior to January 1, 2023, and thus provide partial form of compensation for the absence of indexation.
259. As mentioned above, the Settlement Amount is composed of an amount of \$13.5 million, to be increased by the amount left over from the estimated net present value of the Hardship Program (\$1.5 million) that will not have been claimed by July 30, 2025, if any.
260. The Settlement Amount is to be distributed to each Settling RTCBU Plan Retiree (as this term is defined in the Settlement Agreement) on a *pro rata* basis, in accordance with a formula prepared by the actuary expert retained by Class Counsel, Mr. Guy Martel, set out at Schedule D of the Settlement Agreement (P-1) and Appendix 1 thereof.
261. The distribution formula has two (2) components:

- a. A component accounting for retirees' past losses, which are equal to the additional pension amounts that would have been paid until 2023, if each retiree's pensions would have been indexed at 50% of the CPI every two (2) years since 2011 ("**Past Losses**");
- b. A component accounting for the future impact of Past Losses, corresponding to the additional pension amount that each Settling RTCBU Plan Retiree would receive over their actuarial lifespan if indexation equal to 50 % of the CPI had been granted every two years between 2011 and 2023.
- c. The present value of this additional pension for the life of each Settling RTCBU Plan Retiree and their surviving spouse, if applicable, is calculated as at January 1st, 2024. The calculation considers:
 - The age and sex of each Settling RTCBU Plan Retiree and that of their spouse;
 - The form of pension chosen;
 - The actuarial assumptions and discount rates applicable, prescribed as at December 31st, 2023, in accordance with Section 3500 of the Canadian Institute of Actuaries Standards of Practice.

(the "**Future Impact of Past Losses**")

262. At its simplest iteration, the distribution formula can be written as a fraction:

$$\frac{\text{Past Losses} + \text{Future Impact of Past Losses for each Settling RTCBU Retiree} \times \$13.5 \text{ million}}{\text{Past Losses} + \text{Future Impact of Past Losses for all Settling RTCBU Retirees}}$$

263. Should any additional amount become available after the end of the Hardship Program on July 30, 2025, that amount will be distributed as Settlement Amount in accordance with the formula set out above, but only to those Settling RTCBU Plan Retirees earning less than \$50,000 per year as a retirement benefit as at December 31st, 2023.

264. The Settlement Agreement also provides that the Applicants' actuary expert, Mr. Guy Martel, will be involved at various stages of the distribution process to monitor compliance with the distribution formula.

D. THE USE OF SURPLUS AND INDEXATION POLICY

265. The Use of Surplus and Indexation Policy is primarily a prospective element of the Settlement Consideration that purports to benefit all Class Members.

266. It sets out the terms and conditions upon which the indexation of defined benefits under RTCBU Plan may be granted following the adoption of the policy. The policy provides that if participating employers use surplus to take any contribution holidays,

an equal amount will be used to fund the indexation of the pensions in payment and deferred pensions.

267. Pursuant to s. 6.1 of the Settlement Agreement, the Defendants will amend the RTCBU Plan to set out the permissible uses of any available surplus in the pension fund of the RTCBU Plan that exceeds the thresholds provided at ss. 146.6 and 146.7 of the *Supplement Pension Plan Act* (the “**Available Surplus**”).
268. The contemplated amendment of the RTCBU Plan is subject to regulatory approval. It will provide for the right of the RTCBU Plan sponsor to use any Available Surplus to take contribution holidays and fund benefit improvements.
269. The RTCBU Plan amendment is subject to regulatory approval, which shall be sought by Defendants in substantial accordance with the steps set out in the table at **Exhibit P-23**.
270. Pursuant to s. 6.2 of the Settlement Agreement, the sponsor of the RTCBU Plan will not adopt the Use of Surplus and Indexation Policy until the RTCBU Plan amendment is approved for registration by the regulatory authorities.
271. Under the Use of Surplus and Indexation Policy (Schedule “E” of the Settlement Agreement), the RTCBU Plan sponsor and other participating employers may use up to 20 % of the Available Surplus to reduce their contributions payable to the pension fund of the RTCBU Plan and an equal amount (20 % of the Available Surplus) to index the defined benefit pensions in payment and defined benefit deferred pensions, in accordance with the methodology set out therein.

E. CLASS COUNSEL FEES

272. On or shortly after September 1st, 2024, Class Counsel started (i) negotiating the Term Sheet (an essential term of which was the institution of the present Application), (ii) working on the structure and contents of the Settlement Agreement and (iii) preparing the class action that is the subject of the present Application.
273. The Settlement Agreement provides that the Defendants will pay the legal fees incurred by Class Counsel between September 1st, 2024 and the judgment to be rendered declaring the closure of the present contemplated class action (the “**Class Counsel Legal Fees**”), subject to the following conditions, among others:
 - a. The Class Counsel Legal Fees, which are to be invoiced on an hourly basis, are estimated to be CA \$400,000.00, plus expert fees estimated between CA \$27,112.50 and CA \$32,112.50, disbursements and taxes (the “**Estimate**”), or as determined by the Court as part of the judgment to be rendered on the present Application;
 - b. Within thirty (30) days of the Effective Date (as this term is defined at s. 1.1.1(r) of the present Settlement Agreement), the Defendants shall pay to

Class Counsel in trust such amount in line with the Estimate as approved by the Court on account of the Class Counsel Legal Fees;

- c. Upon receiving such payment, Class Counsel will reimburse the Class Representatives for the legal fees the Class Representatives already paid to Class Counsel, if any, on account of Class Counsel Legal Fees.

274. The discussions on the Estimate of Class Counsel Legal Fees took place **months after** an agreement was reached on the Settlement Amount. As such, the payment of Class Counsel Legal Fees is **not** included in the Settlement Amount and is to be paid to Class Counsel separately from the Settlement Amount.

275. Furthermore, the approval of the Settlement Agreement is not contingent on the outcome of the Court's approval of Class Counsel Legal Fees. As such, the Settlement Agreement shall not be null or terminated if the Court approves the payment, by Defendants, of an amount of Class Counsel Legal Fees that is higher or lower than the Estimate.

VII. THE CONDITIONS REQUIRED FOR THE EXERCISE OF A CLASS ACTION

276. The authorization to institute a class action on behalf of the Class Members is sought solely for the purpose of requesting and securing approval of the Settlement Agreement in the interest of all Class Members.

277. Applicants submit that the conditions required for the exercise of a class action set out at Article 575 C.C.P. are met, *inter alia* in that:

- a. **Common issues (Art. 575 (1) C.C.P.):** The facts set out above show that the individual claims of Class Members give rise to identical, similar or related issues. All Class Members are members of the defined benefit component of the RTCBU Plan and/or the SERPs. They all have claims for past, present or future indexation of their pension benefits. The issues common to all Class Members include the following:

- Was there an indexation policy in effect between 1984 and the present date requiring the indexation of the defined pension benefits of the RTCBU Plan and the SERPs up to 50 % of the CPI, provided the funding employers are profitable?
- Did the Defendants act oppressively towards the Class Members by halting the indexation of defined pension benefits under the RTCBU Plan and the SERPs?
- Did RTFT and RTCMI commit a breach of contract and did Rio Tinto plc commit an extracontractual fault by halting the indexation of defined pension benefits under the RTCBU Plan and the SERPs?
- What is the quantum of Class Members' entitlement to indexation?

- b. **Legal Syllogism (Art. 575 (2) C.C.P.):** The allegations of fact above, although contested on the merits by Defendants in the context of the Prior Proceedings, are sufficient to demonstrate on a *prima facie* basis that the Applicants have an arguable case against the Defendants in relation to an oppression remedy and breach of an implicit contractual obligation to index the Applicants' defined pension benefits.
- c. **The Composition of the Class (Art. 575(3) C.C.P.):** Applicants do not have the contact information for all Class Members and have no personal knowledge of the number of Class Members. It would be impossible to advance the resolution of the Litigation Issues through a joint mandate or any other type of mandate that would encompass the hundreds of pensioners affected by the indexation halt since 2011.
- d. **The Adequacy of the Proposed Class Representatives (Art. 573(4) C.C.P.):** All Applicants are Class Members. They understand the facts in dispute, the nature of the class action and their roles. They are also signatories of the Settlement Agreement, they understand its terms and the benefits it will confer upon the Class Members, if approved. The makeup of the group of seven (7) Applicants reflects substantially the makeup of the Class Members and of the two (2) sub-groups. Applicants can ensure an adequate representation of Class Members and will collaborate with the undersigned attorneys to meet all milestones leading to the settlement approval sought.

278. More importantly, the contemplated class action and settlement approval proceeding constitutes the only effective legal and procedural vehicle to secure access to justice for all Class Members, resolve all Litigation Issues in favor of the Class and extend the benefits contemplated in the Settlement Agreement to all Class Members.

279. These benefits can only carry meaning for each individual Class Member if they are enjoyed during their lifetime.

280. Many Class Members are well into their golden age. The concomitant authorization to institute a class action and approval of the Settlement Agreement is necessary to secure at least two (2) of the three (3) pillar objectives of the class action litigation: judicial economy and access to Justice for all Class Members during their lifetime.

VIII. THE SETTLEMENT APPROVAL SOUGHT

281. The Settlement Agreement (P-1) is fair, equitable in the best interests of the Class Members and satisfies the criteria developed by the case law for the approval of class action settlements.

i. The Advantages Conferred to each Class Member

282. Based on an estimation validated by Class Counsel's actuary expert, the Settlement Amount represents approximately 28.8% of the Settling RTCBU Plan Retirees'

claims for the indexation that was not awarded during the period 2011 to 2024 (including the future effects of their Past Losses).

283. The Settlement Amount is to be paid to each Settling RTCBU Plan Retiree, without any requirement by any of them to submit a claim (see Settlement Agreement, s. 5.4.1.).
284. There is no comparable judicial precedent on the merits for a class action instituted to recover pension benefits based on the oppression remedy.
285. As at the present date, and to the best of the Applicants' knowledge, no Class Member (other than the GR9) has initiated any legal claim or proceeding against the Defendants for the recovery of past, unawarded indexation or to force the Defendants to award future indexation.
286. It is unlikely that any compensation for Class Members' claims in connection with the past indexation of the RTCBU Plan and/or SERPs would ever have become available, but for the GR9's efforts in litigating the Prior Proceedings, engaging in mediation and negotiating the Settlement Agreement.
287. The Use of Surplus and Indexation Policy creates a possibility that indexation will be granted in the future, whereas no indexation of defined benefits under the RTCBU Plan has been granted since 2011.
288. The Use of Surplus and Indexation Policy also provides stability and predictability as regards pension indexation of the RTCBU Plan and the SERPs.
289. These advantages are significant, given the position Rio Tinto has taken in the context of the Prior Proceedings.
290. The Settlement Consideration is a significant concession by Rio Tinto, especially as compared to Rio Tinto's denial of any indexation policy and any future obligation arising from past indexations, plus its grounds of defence detailed in its defence in the Prior Proceedings.
291. The Settlement Agreement provides for the adoption of accessible, written set of rules that would govern future indexation. Unless the Settlement Agreement is approved, indexation may not be granted for an indefinite period, well past the Class Members' lifetime.

ii. The Claims Process and the Administration Fees

292. The distribution of the Settlement Amount requires no claims process and no action by any Class Member.
293. The Settlement Amount is to be distributed to each Settling RTCBU Plan Retiree in accordance with the following schedule:

- a. By the Effective Date (as this term is defined at s. 1.1.1(r) of the Settlement Agreement), the Defendants will provide Applicants' counsel, and their expert, Mr. Martel, the calculations of the distribution to each Settling RTCBU Plan Retiree based on the pre-established distribution formula;
 - b. Thirty (30) days after the Effective Date, the Defendants will disburse the Settlement Amount to Telus Health for the purpose of distribution to the Settling RTCBU Plan Retirees;
 - c. Sixty (60) days after receipt of the Settlement Amount, Telus Health shall distribute it to the Settling RTCBU Plan Retirees in accordance with the pre-established distribution formula.
294. The Settlement Amount is to be deposited in the bank account in which each retiree receives their pension payments (Schedule G of the Settlement Agreement).
295. All the costs of administering the distribution protocol shall be paid by Rio Tinto in addition to and separately from the Settlement Amount (per s. 5.5.1 of the Settlement Agreement).

iii. The Risks Related to Continuing Litigating

296. Rio Tinto filed a voluminous defense (P-20) in the Prior Proceedings, supported by multiple exhibits and two (2) expert reports and raising a multitude of grounds of contestation, including prescription of the GR9's claims, as reported above at paragraph 236.
297. The documents recording the meetings of QIT's Board of Directors during the 1980s (when the Indexation Policy was adopted) are not available.
298. The evidence at trial would involve witness testimony on events that occurred more than thirty (30) years ago to be given by numerous witnesses and would require many trial days.
299. Given the relatively slow pace of the Prior Proceedings and the Applicants' and many Class Members' advanced age, there is a risk that continuing the Prior Proceedings would not produce tangible results within the lifetime of many (perhaps most) Class Members.

iv. The Scope of the Release

300. The release is limited to the claims by Class Members who will not have opted out, arising out of or related to the indexation of the RTCBU Plan, the predecessor plans and the SERPs (see s. 1.1.1 u), ii) and kk) of the Settlement Agreement).
301. The release excludes *inter alia* any claims for the application or enforcement of the Use of Surplus and Indexation Policy.

v. *The Views of Class Members*

302. The Class Members will have an opportunity to opt out from the proposed class action and will be advised of the hearing on the present Application (see Schedule B of the Settlement Agreement).
303. Applicants, who represent a diversity of views and backgrounds reflective of the overall composition of the Class, are in favour of the Settlement Agreement. Indeed, the Settlement Agreement was signed by all Applicants, including four individuals who are not part of the GR9 and are not parties to the Prior Proceedings.

vi. *The Integrity of the Judicial Process and Absence of Collusion*

304. The Settlement Agreement does not raise issues of public order.
305. The Settlement Agreement was entered into after two (2) years of forceful litigation in the context of the Prior Proceedings. It is the product of vigorous, adversarial, arms-length negotiations in the context of a 2-day mediation session and ensuing forceful settlement negotiations that continued for five (5) months, while the litigation of the Prior Proceedings progressed in parallel.

IX. THE APPROVAL OF THE CLASS COUNSEL FEES

306. As mentioned above, the Settlement Agreement provides that the Defendants shall pay the Class Counsel Legal Fees incurred by Applicants between September 1st, 2024, and the final resolution of the present matter.
307. The Class Counsel Legal Fees have been (and will continue to be) billed on an hourly basis. The redacted monthly invoices issued to Class Counsel's clients in the context of the present matter, since September 1st, 2024, are disclosed in support hereof as **Exhibit P-24**.
308. As at the present date, the Class Counsel Legal Fees are in the amount of CA \$356,141.50 (for fees between September 1, 2024 and February 28, 2025, excluding costs and taxes), plus expert fees in the amount of CA \$ 9,222.50 (for fees between September 1, 2024 and March 12, 2025, excluding taxes). These amounts are to be augmented considering the fees and costs to be incurred going forward until the end of the present matter.
309. The Class Counsel Legal Fees submitted for approval have only been and will continue to be) incurred to advance the principles of settlement, the Term Sheet, the Settlement Agreement and the present proceedings.
310. Class Counsel are experienced litigators in class action disputes, corporate litigation, oppression remedies and employment law.

311. The participation in the mediation process and the ensuing gruelling negotiations with Defendants' counsel involved legal work with a high degree of difficulty and complexity under harsh time constraints.
312. The issue in dispute straddled multiple legal fields and areas of expertise, including corporate law, contract law, employment law, pension law and actuarial science, and arise from facts that occurred over four (4) decades.
313. The negotiation of the Settlement Agreement involved legal services, legal advice, counselling and representation for thirteen (13) physical persons, being the GR9 and the four (4) class representatives who are not parties to the Prior Proceedings.
314. Since September 1st, 2024, Class Counsel have dedicated significant time and efforts to the negotiation of the Term Sheet, the Settlement Agreement and the preparation and filing of class action proceedings. As at February 28, 2025, Class Counsel have dedicated a total of 484.25 hours to this matter (P-24).
315. The resolution of this dispute carries a special importance for all Class Members. The indexation of their pension benefits is part of their remuneration for a lifetime of loyal services rendered to Rio Tinto.
316. For Class Members, the indexation of their pension benefits and the receipt of their share of the Settlement Amount will have a palpable positive impact on their purchasing power.
317. Indexation also carries a powerful symbolic value for Class Members – it represents their capacity keep up with the changing economic times after their retirement.
318. Given the above circumstances, Class Counsel submit that their fees are a fair and reasonable remuneration for the services they rendered to the Class and should be approved by the Court.

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

GRANT the present *Application for Authorization to Bring a Class Action for Settlement Purposes and to Approve a Settlement Agreement* (the "**Application**");

AUTHORIZE the class action for the sole purpose of approving the Settlement Agreement dated February 14, 2025 (Exhibit P-1);

APPOINT for the sole purpose of obtaining the approval the Settlement Agreement dated February 14, 2025, Applicants Bruce J. Grierson, Martine Caplette, Jean-François Turgeon, Jean Giroux, Yves Langlois, Yves Pépin and Christian Turgeon as representative plaintiffs of the following class:

- i) **Sub-group 1: "RTCBU Plan Retirees"** which means:
 - i. the retired members under the RTCBU Plan who, on December 31st,

2023, were in receipt of a lifetime defined benefit pension from the RTCBU Plan or in accordance with a SERP, with the exception of those retired members who began receiving their pension payments between January 1st, 2023 and December 31st, 2023;

- ii. the former members who had defined benefit entitlements under the RTCBU Plan or the Predecessor Plans and who: (i) withdrew the present value of their pension benefits from such registered plan upon their termination of employment and (ii) were only in receipt of a lifetime pension in accordance with a SERP on December 31st, 2023, with the exception of those retired members who began receiving their pension payments between January 1st, 2023 and December 31st, 2023; and
 - iii. the surviving spouses of retired or former members in Sub-group 1(i) or Sub-group 1(ii) above if such surviving spouses were in receipt of a lifetime pension from the RTCBU Plan or a SERP on December 31st, 2023.
- ii) **Sub-group 2:** all individuals with defined benefit entitlements under the RTCBU Plan, who will be subject to the Use of Surplus and Indexation Policy once adopted, as per subsection 6.2 of the Settlement Agreement dated February 19, 2025 (Exhibit P-1);

DECLARE that Bruce J. Grierson, Martine Caplette, Gilles Charette, James Cook, Victor Cormier, Stephen Prest, Roger Leblanc, Martin Thibodeau and Jean-François Turgeon are not deemed to opt out of class action, notwithstanding the proceedings initiated by them in the matter 500-11-062170-234;

TAKE ACT of the undertaking of Bruce J. Grierson, Martine Caplette, Gilles Charette, James Cook, Victor Cormier, Stephen Prest, Roger Leblanc, Martin Thibodeau, Jean-François Turgeon and the Defendants (Rio Tinto plc, Rio Tinto Canada Management Inc. and Rio Tinto Fer et Titane Inc.) to file a notice of out-of-court settlement in the proceedings in the court file within thirty (30) days of the Effective Date, as defined in the Settlement Agreement dated February 14, 2024 (Exhibit P-1);

APPROVE the Settlement Agreement dated February 19, 2025;

DECLARE that any capitalized terms in this Judgment shall have the same meaning as that ascribed to them in the Settlement Agreement, unless otherwise stipulated;

DECLARE that, as of the Effective Date, the Settlement Agreement is: a) valid, fair and reasonable and in the best interest of Class Members; b) is hereby approved pursuant to Article 590 of the *Code of Civil Procedure*; and c) shall be implemented in accordance with all its terms.

DECLARE that, as of the Effective Date, the Settlement Agreement constitutes a transaction within the meaning of Articles 2631 and following of the *Civil Code of Québec*

and that this Judgment and the Settlement Agreement are binding upon all parties and all Class Members who have not excluded themselves in a timely manner;

ORDER and **DECLARE** that the Release shall become effective pursuant to the terms and conditions provided for in the Settlement Agreement;

DECLARE that, as of the Effective Date, all Class Members, unless they opted out prior to the opt-out date to be determined by this Court, are deemed to have elected to participate in the settlement and shall be bound by the Settlement Agreement and this Judgment;

APPROVE the form, content and mode of dissemination of the *Letter to Settling RTCBU Plan Retirees re Consideration Award* (Schedule G to Settlement Agreement);

AUTHORIZE the Defendants to provide to Class Counsel and their actuary expert, Mr. Guy Martel, for their eyes only, the calculations of Settlement RTCBU Plan Members' Consideration pursuant to the formula set out in section 4 of Schedule D of the Settlement Agreement, on an anonymized basis, and **TAKE ACT** of the Defendants' undertaking to provide said calculations on the Effective Date and of class counsel's undertaking to provide any comments thereon within 30 days from receipt;

ORDER the Defendants to disburse the Settlement Amount, including the Contingent Settlement Amount (if any), to Telus Health at the latest thirty (30) days after the Effective Date for the purpose of distribution to the Settling Class Members in accordance with the Distribution Protocol;

ORDER the Defendants to cause Telus Health, sixty (60) days after receipt of the Settlement Amount (including the Contingent Settlement Amount, if any) to distribute the Consideration calculated pursuant to Article 4 of the Distribution Protocol to each Settling RTCBU Plan Retiree (or their mandators, heirs, successors or assigns where applicable), subject to any applicable taxes and withholdings;

ORDER the Defendants to cause Telus Health, within sixty (60) days following the Distribution Date, to submit a report to them on the distribution of the Consideration to Settling RTCBU Plan Retirees (or their mandators, heirs, successors or assigns where applicable), confirming the Consideration distributed to each Settling RTCBU Plan Retiree and whether any remaining balance (*reliquat*) remains from the Settlement Amount or the Contingent Amount (if any) (the "**Telus Distribution Report**");

ORDER the Defendants to provide a copy of the Telus Distribution Report to the Class Representatives, their counsel and their expert;

ORDER the Defendants to submit to the Court, within thirty days of the receipt of the Telus Distribution Report, a report on the distribution of the Settlement Amount and the Contingent Supplemental Amount (if any) to Settling RTCBU Plan Retirees;

ORDER that any judgment on this application will be declared null and void if the Settlement Agreement is terminated pursuant to its terms;

APPROVE the Class Action Legal Fees submitted by Class Counsel and **ORDER** the Defendants to pay same to Class Counsel in trust;

THE WHOLE without legal costs unless contested.

MONTRÉAL, March 18, 2025

Woods s.e.n.c.r.l./LLP

Woods LLP

Lawyers for Bruce J. Grierson, Martine Caplette, Jean Giroux, Yves Langlois, Yves Pépin, Christian Turgeon, Jean-François Turgeon

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Code BW 0208 / Our reference: 6973-1

SUMMONS
(articles 145 and following CCP)

Filing of a judicial application

Take notice that the plaintiffs have filed this originating application in the office of the Superior Court in the judicial district of Montréal.

Exhibits supporting the application

In support of the originating application, the plaintiffs intend to use the following exhibits:

Exhibit P-1	Settlement Agreement dated February 14, 2024; original English version (P-1A) and French translation (P-1B), <i>en liasse</i> ;
Exhibit P-2	RTFT's statement of information published by the Québec Registry of Enterprises;
Exhibit P-3	Rio Tinto Plc's Annual report 2021;
Exhibit P-4	Copy of the statement of information of Rio Tinto Canada Management Inc on the Québec Registry of Enterprises;
Exhibit P-5	Excerpt from of UK Companies House Website – Rio Tinto plc;
Exhibit P-6	RTCBU Plan;
Exhibit P-7	Copy of statement of information of the RTCBU Plan on Retraite Québec's website;
Exhibit P-8	Grierson Retirement Agreement;
Exhibit P-9	Caplette Retirement Agreement;
Exhibit P-10	J-F Turgeon Retirement Agreement;
Exhibit P-11	QIT circular, titled "Staff News," dated March 1987;
Exhibit P-12	Mr. Button's January 9, 1992 memorandum to Dr. Grierson;
Exhibit P-13	Various notices sent to RTCBU Plan members between 1992 and 2011;
Exhibit P-14	Notice titled "Ajustement des prestations de retraite," dated March 1 st , 2002;
Exhibit P-15	Rio Tinto Remuneration Pamphlet, dated April 26, 2001;

Exhibit P-16	Email sent by Gary O'Brien to Stephen Prest dated August 9, 2002;
Exhibit P-17	Dr. Grierson's letter to Rio Tinto plc dated September 9, 2021;
Exhibit P-18	Mr. James Martin's letter to Dr. Bruce Grierson dated September 28, 2021;
Exhibit P-19	Copy of GR9's letter of demand, dated August 26, 2022;
Exhibit P-20	Copy of Norton Rose's letter dated October 17, 2022;
Exhibit P-21	<i>Re-Modified Originating Application for the Issuance of Rectification Orders, Declaratory and Injunctive Relief and Award in Damages</i> against RTFT, RTCMI and Rio Tinto plc dated September 21, 2023 and filed in the Québec Superior Court File No. 500 11-062170-234;
Exhibit P-22	Defence of Rio Tinto Fer et Titane Inc., Rio Tinto Canada Management Inc. and Rio Tinto plc dated October 30, 2024 and filed in the Québec Superior Court File No. 500 11-062170-234;
Exhibit P-23	Timeline for the procedural and regulatory steps;
Exhibit P-24	Class counsel monthly invoices (redacted) since September 1 st , 2024.

The plaintiffs will send the exhibits to the defendants as soon as possible.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1, Notre-Dame Ouest Street, Montreal, Québec, H2Y 1B6 within 15 days of service of this 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 judgement 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. However, in family matters or if you have no domicile, residence, or establishment in Québec, it must be filed within 3 months after service; or
- 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.

Where to file the judicial application

Unless otherwise provided, the judicial application is heard in the judicial district where your domicile is located, or failing that, where your residence or the domicile you elected or agreed to with plaintiff is located. If it was not filed in the district where it can be heard and you want it to be transferred there, you may file an application to that effect with the court.

However, if the application pertains to an employment, consumer, or insurance contract or to the exercise of a hypothecary right on the immovable serving as your main residence, it is heard in the district where the employee's, consumer's or insured's domicile or residence is located, whether that person is the plaintiff or the defendant, in the district where the immovable is located or, in the case of property insurance, in the district where the loss occurred. If it was not filed in the district where it can be heard and you want it to be transferred there, you may file an application to that effect with the special clerk of that district and no contrary agreement may be urged against you. 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.

Transfer of application to the 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.

Convening 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.

Notice of presentation of an application

Applications filed in the course of a proceeding and applications under Book III or V of the Code – but excluding applications pertaining to family matters under article 409 and applications pertaining to securities under article 480 – as well as certain applications under Book VI of the Code, including applications for judicial review, must be

accompanied by a notice of presentation, not by a summons. In such circumstances, the establishment of a case protocol is not required.

MONTRÉAL, March 18, 2025

Woods s.e.n.c.r.l./LLP

Woods LLP

Lawyers for Bruce J. Grierson, Martine Caplette, Jean Giroux, Yves Langlois, Yves Pépin, Christian Turgeon, Jean-François Turgeon

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NOTICE OF PRESENTATION

To: Mtre. Julie Himo
Mtre. Corina Manole
TORYS LAW FIRM LLP
1 Place Ville-Marie, Suite 2880
Montreal (Québec) H3B 4R4
jhimo@torys.com
cmanole@torys.com
notifications-mtl@torys.com

Lawyers for the Defendants

TAKE NOTICE that the present *Application for Authorization to Bring a Class Action for Settlement purposes and to Approve a Settlement Agreement* will be presented for adjudication before one of the Honourable Judges of the Superior Court at the courthouse of Montreal, located at 1, Notre-Dame Ouest Street, Montreal, Québec, H2Y 1B6, on a date to be determined by the coordinating judge of the Class Actions chamber.

MONTRÉAL, March 18, 2025

Woods s.e.n.c.r.l./LLP

Woods LLP

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No.: 500-06-001368-253

**SUPERIOR COURT
DISTRICT OF MONTREAL
PROVINCE OF QUÉBEC**

DR. BRUCE J. GRIERSON, an individual residing at 71 First Street, City of Oakville, Province of Ontario, L6J 3R5 *et al.*

Applicants

v.

RIO TINTO PLC, a legal corporation duly constituted, having a place of business at 6 St James's Square, City of London SW1Y 4AD, United Kingdom *et al.*

Defendants

**APPLICATION FOR AUTHORIZATION TO BRING A
CLASS ACTION FOR SETTLEMENT PURPOSES
AND TO APPROVE A SETTLEMENT AGREEMENT**

Nature: Class Action

Amount: \$ 13.5M (approx.)

ORIGINAL

Mtre. Louis Sévéno
Mtre. Bogdan-Alexandru Dobrota
Mtre. Laurence Ste-Marie
File No.: 6973-1

**Woods LLP
Barristers & Solicitors**

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