

CANADA

SUPERIOR COURT
(Class Actions)

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SHAY ABICIDAN

NO: 500-06-001026-190

Plaintiff

-vs-

TURO INC.

Defendant

SETTLEMENT AGREEMENT

This settlement agreement is entered into on September 23 and 27, by and between Shay Abicidan, individually and as proposed representative of the Class Action as defined below (the "**Plaintiff**"), and Turo Inc. (the "**Defendant**").

I. PREAMBLE

WHEREAS on December 4, 2019, the Plaintiff, both individually and on behalf of the Class Members, commenced the Class Action by filing an *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative* (the "**Application**") against the Defendant;

WHEREAS the Plaintiff by the Application seeks permission to institute the Class Action on behalf of the following class:

Every consumer, pursuant to the terms of Québec's *Consumer Protection Act*, who, since November 4th, 2016, while located in the province of Québec, made a booking for anywhere in the world using Turo's website or mobile application and who paid a price higher than the price initially advertised by Turo at the first step (excluding the QST or the GST);

WHEREAS the Plaintiff namely alleges in the Application that the Defendant unlawfully charged Class Members a higher price than the one it advertises or displays at the first step of a vehicle booking (excluding the applicable taxes and optional costs or services) on both its website (www.turo.com) and mobile application in violation of section 224 c) of the *Consumer Protection Act*, C.Q.L.R., c. P-40.1 (the "**CPA**") and section 54 of the *Competition Act*, R.S.C., 1985, c. C-34 (the "**Competition Act**") (collectively included as part of the "**Claims**");

WHEREAS the Class Action has not yet been authorized;

WHEREAS the Defendant denies any wrongdoing or liability including any liability for monetary compensation, reparation in kind or injunctive relief in relation to the alleged non-compliance with the CPA and the Competition Act, and the Defendant asserts that it has good and reasonable defences to raise in respect of the Claims made in this Class Action;

WHEREAS, the Plaintiff and the Defendant (collectively, the “**Parties**”) have nevertheless entered into negotiations on a without prejudice basis and as a result of these negotiations, have entered into this Settlement, which embodies all of the terms and conditions of said agreement between the Parties, both individually and on behalf of the Class Members, subject to Court approval;

WHEREAS this Settlement was entered into after extensive arm’s length discussions and negotiations between the Parties, as represented by Class Counsel and Defence Counsel;

WHEREAS this Settlement and Court approval thereof does not constitute any admission of liability on the part of the Defendant or an acknowledgement by the Defendant that any damages were caused to Class Members covered by the Class Action;

WHEREAS the Parties have reviewed and fully understand the terms of this Settlement and, having regard to their analysis of the facts and law applicable to the Plaintiff’s Claims and Defendant’s defences, the burdens and expense of litigation, including the risk and uncertainty associated with the proposed authorization of the Class Action, protracted trials and appeals, the value of the settlement, as well as the fair, cost-effective and assured method of compensation provided for in this Settlement, have concluded that this Settlement is fair, reasonable and in the best interests of the Class Members and the administration of justice;

WHEREAS the Parties desire to compromise and settle all issues pertaining to the Claims, and to ensure that there are no further proceedings, actions or disputes with regard to the Claims and the Class Action, and intend that this Settlement be so construed;

WHEREAS this Settlement shall be submitted to the Court for approval;

WHEREAS the Fonds d’aide aux actions collectives (the “**Fonds**”) constituted pursuant to the *Act respecting the Fonds d’aide aux actions collectives*, C.Q.L.R., c. F-3.2.0.1.1 (the “**Act respecting the Fonds**”) has provided no assistance to the Plaintiff in connection with the Class

Action, and therefore no reimbursement is required pursuant to section 30 of the Act respecting the Fonds;

AND WHEREAS for the purposes of settlement only and contingent on approval by the Court as provided for in this Settlement, the Defendant will not oppose authorization of the Class Action;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and the final judgments approving the terms and conditions of this Settlement, it is agreed by the Parties that the Class Action as against the Defendant be definitively settled on the terms and conditions contained herein;

II. DEFINITIONS

1. In this Settlement, in addition to the terms that are defined elsewhere herein, the following terms have the meanings specified below. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

- (a) **“Approval Application”** means the application brought in the Class Action for approval of this Settlement and ancillary relief including the approval of the Approval Notices pursuant to paragraph 27 of this Settlement;
- (b) **“Approval Judgment”** means the final Court judgment approving this Settlement. The Parties agree that the judgment approving this Settlement will become final upon expiry of a period of thirty (30) days after it is rendered by the Québec Superior Court or if an appeal is filed, when such appeal is dismissed by the Court of Appeal and no other appeal can be brought;
- (c) **“Approval Notice”** means the notice to the Settlement Class advising that the Settlement has been approved by the Approval Judgment and in the form attached as Schedules “C” and “D”;
- (d) **“Approved Class Counsel Fees”** means the amounts representing all fees and disbursements payable to Class Counsel in accordance with paragraphs 43 to 47 of the Settlement;
- (e) **“Charity”** means the charitable organization to be chosen by the Parties or, if the Parties cannot agree, by the Court;

- (f) **“Claims”** means the allegations of non-compliance with section 224 c) of the CPA and section 54 of the Competition Act and any and all claims, allegations, demands, rights, actions, suits, damages, including namely compensatory, moral or punitive or costs of any kind whatsoever, debts, liabilities, dues, accounts, covenants, contracts, proceedings and/or causes of action of any kind whatsoever, whether direct or indirect, known or unknown, asserted or un-asserted, matured or un-matured, under or pursuant to any statute, regulation, common law or equity, that the Settlement Class Members ever had and now have against the Defendant in relation to the facts alleged or conclusions sought in the Application or in any other proceedings filed in this Class Action, the supporting exhibits, the documents exchanged between the Parties over the course of this Class Action, including any claims arising out of the display of prices on the Defendant’s website or mobile application before the end of the Class Period all of which Claims are contested by the Defendant;
- (g) **“Class”** means all consumers, pursuant to the terms of the Québec CPA, who, since November 4th, 2016 until the Practice Change Date, while located in the province of Québec, for a purpose other than business, made a vehicle booking for anywhere in the world using Defendant’s website or mobile application and who paid a price higher than the price initially advertised by the Defendant at the first step (excluding the QST or the GST);
- (h) **“Class Action”** means the proceeding commenced by the Application in the above-mentioned file N° 500-06-001026-190 of the Québec Superior Court, District of Montréal, including the Exhibits filed and any other related proceedings;
- (i) **“Class Counsel”** means LPC Avocat Inc.;
- (j) **“Class Counsel Fees”** means an amount not exceeding one hundred seventy-two thousand and eight hundred dollars (\$172,800.00) plus GST & QST and two thousand five hundred dollars (\$2,500.00) in disbursements plus GST & QST, payable by the Defendant to Class Counsel in respect of all fees, costs, disbursements, and taxes on disbursements or fees reasonably incurred by Class Counsel, on its own behalf and on behalf of any and all other counsel, experts

and/or consultants acting for or engaged by the Plaintiff in relation to the Class Action;

- (k) **“Class Counsel Fees Application”** means the application to the Court by Class Counsel for the approval of Class Counsel Fees;
- (l) **“Class Member”** means a natural person who falls within the definition of the Class;
- (m) **“Class Period”** means the period from November 4th, 2016 to the date of the Practice Change;
- (n) **“Court”** means the Superior Court of Québec and as the case may be to the Québec Court of Appeal;
- (o) **“Defence Counsel”** means Gowling WLG (Canada) LLP;
- (p) **“Effective Date of the Settlement”** means the next business day after the day on which all appellate rights with respect to the Approval Judgment have expired or have been exhausted in such manner as to permit the consummation of the Settlement in accordance with the terms and conditions herein;
- (q) **“Eligible Account”** means an account used by a Class Member as a Guest to effectuate a vehicle booking during the Class Period through Defendant’s website or mobile application that satisfies at least two (2) out of the three (3) following conditions as identified by the Defendant: a) the Guest’s most recent login at the time of a vehicle booking was effectuated using a Québec IP address, b) the Guest who requested the vehicle booking has a Québec driver’s licence as per the information that was provided to the Defendant, or c) the Guest who requested the vehicle booking resides in the province of Québec as per the contact information that was provided to the Defendant (an **“Account”**) and such Account remains active and linked to a valid associated email address or valid phone number tied to a text-enabled mobile phone in the Guest’s name as per the Defendant’s latest information available at the time of the deposit of the Settlement Credits. There can only be one (1) Eligible Account per Guest for the purpose of this Settlement;

- (r) **“Fonds Levy”** means the amounts payable to the Fonds pursuant to the Act respecting the Fonds, the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, C.Q.L.R., c. F-3.2.0.1.1, r. 2, and applicable Québec law;
- (s) **“Guest”** means the natural person that has completed at least one vehicle booking on Defendant’s website or mobile application during the Class Period;
- (t) **“Notices”** means the Pre-Approval Notice, and/or the Approval Notice with the forwarding emails to be sent to the Settlement Class Members, as attached as Schedules “A” to “D”;
- (u) **“Opt Out Period”** means a period of thirty (30) days from the date of the Pre-Approval Notice sent by email;
- (v) **“Practice Change”** means the business practice change described in paragraph 8 of the Settlement;
- (w) **“Practice Change Date”** means the Practice Change effected on March 31, 2021;
- (x) **“Pre-Approval Application”** means the application that will be brought in the Class Action to approve the form and means of the Pre-Approval Notice and for authorization of the Class Action for settlement purposes only, to obtain the Pre-Approval Judgment, and any other ancillary relief, pursuant to paragraph 22 of this Settlement;
- (y) **“Pre-Approval Notice”** means the notice to the Settlement Class of the authorization for settlement purposes, of the date and time for the hearing for approval of the Settlement, and of related relief, to be disseminated in the manner provided for in this Settlement and in the form attached as Schedule “A” and “B”;
- (z) **“Pre-Approval Judgment”** means the order made by the Court in the Class Action authorizing the Class Action for settlement purposes only, appointing the Plaintiff as representative of the Class Action, approving the form and means of the Pre-Approval Notice, pursuant to this Settlement;
- (aa) **“Preamble”** means the above preamble to the Settlement;

- (bb) **“Registered Guest”** means a Defendant’s guest with an active account linked to a valid associated email address or valid phone number tied to a text-enabled mobile phone in the guest’s name as per the Defendant’s latest information available;
- (cc) **“Released Persons”** means the Defendant, and each of its past and present parents, subsidiaries, affiliates, related companies, divisions, associates, partners, divisions, insurers, shareholders, predecessors, successors, assigns, officers, directors, agents, managers, servants, employees, counsels, attorneys, advisors, consultants, representatives, mandataries, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers, insurers, estate trustees, and each of their respective predecessors, successors, heirs and assigns;
- (dd) **“Releasing Persons”** means the Plaintiff, on behalf of himself and the Class Members, and each and every Class Member who have not validly opted out from the Class Action in accordance with this Settlement, as well as their respective spouses, heirs, executors, successors, representatives, agents, parents, mandataries, tutors, curators and assigns;
- (ee) **“Schedules”** means all the documents that the Parties have attached to the Settlement (Schedules "A" to "D");
- (ff) **“Settlement”** means this settlement agreement including the Preamble and the Schedules;
- (gg) **“Settlement Class”** or **“Settlement Class Members”** means all Class Members that have an Eligible Account and who have not validly opted out from the Class Action in accordance with this Settlement;
- (hh) **“Settlement Credit”** means a specific redeemable credit offered by the Defendant to a Settlement Class Member pursuant to this Settlement and apportioned from the Settlement Value as defined herein;
- (ii) **“Settling Parties”** means, collectively, the Released Persons, the Plaintiff and the Releasing Persons;

- (jj) “**Trip Fees**” means a fee charged by the Defendant to Guests to essentially cover costs associated with running the vehicle booking platform;

III. SCOPE AND EXTENT OF THE SETTLEMENT

2. Through this Settlement, the Settling Parties wish to settle among themselves any and all Claims on a without admission basis and agree that the Practice Change and the redeemable Settlement Credits are *inter alia* the considerations justifying the Settlement.

3. This Settlement is for settlement purposes only, and is conditional upon the Court approving it in its entirety as a full and final settlement with the Approval Judgment, failing which the Settlement will be null and void and will not give rise to any right or obligation in favour of or against the Settling Parties.

4. Neither the fact of, nor any provision contained in, this Settlement nor any action taken hereunder will constitute, or be construed as, an admission of the validity of any Claim or any factual allegation that was or could have been made by the Plaintiff, the Class Members, or by the Defendant in the Class Action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Defendant.

5. Any documents or information provided by the Defendant to the Plaintiff and or Class Counsel during the negotiations or in the carrying out of this Settlement on a without prejudice basis shall not be referred to or used as evidence in any future civil, criminal or administrative action or proceeding.

6. This Settlement will not be offered or be admissible in evidence by or against any of the Settling Parties or cited or referred to in any action or proceeding other than for settlement purposes in the Class Action, except (1) in any action or proceeding brought by or against any of the Settling Parties to enforce or otherwise implement the terms of this Settlement, or (2) in any action involving any of the Settlement Class Members to support a defence of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any similar theory of claim preclusion or similar defence or counterclaim.

7. Until the filing of the Pre-Approval Application, it was the Parties’ intention to keep confidential the fact that a settlement occurred as well as the terms and conditions of the Settlement and not to disclose them without obtaining prior written consent of both Class Counsel and Defence Counsel.

IV. SETTLEMENT CONSIDERATIONS

8. **Practice Change.** As a condition *sine qua non* for the Plaintiff's acceptance of this Settlement, the Defendant has agreed to implement a business practice change to its mobile and desktop on-line transaction process pursuant to which a reservation price for a vehicle booking announced to a Quebec Resident based on all reasonably available information, including but not limited to, IP and customer's addresses, device and browser locale and other user login information at the first step of said process will be equal to or higher than the price ultimately paid except for taxes and optional costs or services (such as post-trip cleaning fees, prepaid fuel services, etc.) ("all-in"). For greater clarity, the "all-in" price must include the Trip Fees, as well as all amounts the consumer will have to pay to make a booking, including any mandatory fees that are not optional (the "**Practice Change**").

9. The Defendant agrees to provide one (1) Settlement Credit to all Eligible Accounts of each Settlement Class Member. The Defendant will be responsible for managing the distribution of the Settlement Credits and for all costs related thereto except as otherwise provided for in this Settlement Agreement.

10. The Settlement Credits will be offered out of a global settlement value of seven hundred thirty-five thousand five hundred and forty-four dollars (\$735,544.00) (the "**Settlement Value**") based on the first vehicle bookings effectuated out of the Class Members' Accounts during the Class Period.

11. The Class Counsel Fees that shall be paid by the Defendant will be deducted from the Settlement Value, the balance of which will be offered as Settlement Credits to the Settlement Class Members with Eligible Accounts;

12. Within sixty (60) days after the Effective Date of the Settlement, the Defendant will deposit to each Settlement Class Member with an Eligible Account, a Settlement Credit in the amount of sixteen dollars and fifty cents (\$16.50) to be used toward a future vehicle booking on the Defendant's website or mobile application.

13. Each Settlement Class Member is entitled to one (1) Settlement Credit only. For greater certainty, each Settlement Class Member will receive one (1) Settlement Credit only, no matter how many vehicle bookings the Settlement Class Member effectuated over the Class Period through the Defendant's website or mobile application.

14. The Settlement Credit shall entitle a Settlement Class Member to obtain a discount toward a future vehicle booking on the Defendant's website or mobile application <https://turo.com>, subject to the following terms and conditions:

- (a) the Settlement Credit may only be used in the thirty-six (36) months following the date it is deposited in the Eligible Account of the Settlement Class Member. After the expiration of the thirty-six (36) months, no Settlement Class Member may use any Settlement Credit and no Settlement Class Member has any entitlement to any new Settlement Credit;
- (b) the Settlement Credit when used to effectuate a vehicle booking, in all instances, must be applied in full. For greater clarity, the full value of the Settlement Credit must be used up or exhausted in a single vehicle booking;
- (c) the Settlement Credit cannot be used to purchase gift cards, gift certificates, or any product redeemable for cash;
- (d) the Settlement Credit is transferable by way of a one-time transfer to another Registered Guest, and is not further transferable thereafter;
- (e) the Settlement Credit cannot be aggregated with any other discount coupon, promotion or credit or redeemed for cash;
- (f) the Settlement Credit does not apply to taxes.

15. As per this Settlement, the Settling Parties agree that there will be no other award, relief or damages either of compensatory, moral or of punitive nature to the Settlement Class Members nor any other compensation to the Plaintiff as representative of the Class Action.

16. Approximately ten (10), twenty-two (22) and thirty-four (34) months after the deposit date of the Settlement Credits, the Defendant shall send a bilingual reminder email (French and English) to all Settlement Class Members who have not used their Settlement Credits, the form and content of which shall be determined by the Parties.

17. The Defendant will remove the unused Settlement Credits from the Settlement Class Members' Eligible Accounts no less than thirty-six (36) months after the deposit of the Settlement Credits (the dollar value of which shall be referred to as the "**Balance**").

18. Although the Parties agree that the Settlement is subject to the *Act respecting the Fonds d'aide aux actions collectives*, C.Q.L.R., c. F-3.2.0.1.1, the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, C.Q.L.R., c. F-3.2.0.1.1, r. 2 and the *Code of Civil Procedure*, C.Q.L.R. c. C-24.01, they further agree that pursuant to Québec law, including case law, the compensation offered to the Settlement Class Members through the issuance of Settlement Credits does not entitle the Fonds to withhold any percentage except as specified in the paragraph below.

19. No more than ninety (90) days after removing any unused Settlement Credits from the Eligible Accounts of Settlement Class Members to whom a Settlement Credit was deposited as per this Settlement, the Defendant agrees to pay the Fonds Levy to the Fonds out of the Balance and, as the case may be, to pay to the Charity an amount of money equivalent to the nominal value of the remainder of the Balance (after having applied the Fonds Levy to the Balance).

20. The Fonds shall not be entitled to any other payment whatsoever under the terms of this Settlement. Should the Court determine that any other amounts are owed to the Fonds in connection with this Settlement, the Defendant has the right to declare that this Settlement will become null and void and paragraph 48 of this Settlement will apply.

21. The Settling Parties agree that the considerations described above are reasonable considering the average "Trip Fee" charged by the Defendant and proportional to the risks and uncertainties of pursuing the Class Action and consider that the agreement evidenced by the Settlement is fair and reasonable in the circumstances and in the best interests of the Settlement Class Members;

V. IMPLEMENTATION OF THE SETTLEMENT

22. At a time mutually agreed by the Parties after this Settlement is executed, Class Counsel will bring before the Court the Pre-Approval Application seeking orders that:

- (a) authorize the Class Action for settlement purposes only on the basis of the following collective issue: "During the Class Period, did Turo's alleged practice violate section 224 c) of the CPA or section 54 of the Competition Act?";
- (b) appoint the Plaintiff as representative for the Class Action;

- (c) define the Class for the purposes of the Settlement;
- (d) establish how Class Members wishing to be excluded from the application of this Settlement may opt out from the Class Action;
- (e) establish how Settlement Class Members may comment on or object to the Settlement; and
- (f) approve the form and means by which Pre-Approval Notice will be disseminated, in accordance with this Settlement.

23. Class Counsel will promptly provide Defence Counsel with copies of any comments or objections received in response to the Pre-Approval Notice.

24. The Parties agree that the Notice(s) will be emailed by the Defendant directly to any Eligible Account as set out below and at its own cost. The Parties agree that sufficient time will be provided to Defendant to implement the internal steps to proceed with the sending of the Notices. The Defendant declares that it has the email addresses of all Class Members.

25. The Pre-Approval Notice will be attached to an email in substantially the same form as Schedules "A" and "B". The email and Pre-Approval Notice provide information pertaining to the date and place where the Approval Application to approve the Settlement and Class Counsel Fees will be heard by the Court. It also includes information about the Settlement Credits and the right of exclusion (opt out).

26. The Pre-Approval Notice will provide the URL (by hyperlink) to Class Counsel's firm website where Class Members can obtain information pertaining to the Settlement and other information if they so choose.

27. At a time mutually agreed by the Parties, Class Counsel will then bring before the Court the Approval Application seeking orders that:

- (a) approve the Settlement;
- (b) approve Class Counsel Fees; and
- (c) approve the form and means by which Approval Notices will be disseminated, in accordance with this Settlement.

28. The Approval Notice will be attached to an email in substantially the same form as Schedules "C" and "D", which will advise that the Settlement has been approved by the Court by the Approval Judgment.

29. The Settling Parties acknowledge that the form and transmission method of the Notices are fundamental terms of this Settlement and the failure of any Court to approve the form, transmission method and content of the Notices as agreed upon, shall give rise to a right of termination pursuant to paragraphs 48 and following of this Settlement.

30. Class Counsel will be responsible at its own cost for posting copies of the Notices and of the Settlement on its firm website, subject to the review of the content by Defence Counsel, similar to the current "Settlements" section and webpages currently on Class Counsel's website including essentially the terms of the settlements, and on the class action registry of the Superior Court of Québec.

31. Class Counsel will post the Settlement and the French and English versions of the Pre-Approval Notices, for a period of at least forty-five (45) days following Pre-Approval Judgment on its firm website.

32. The Settling Parties agree that a specific and direct emailing to the Settlement Class with the Notices and the websites' references as contemplated instead of newspapers or press releases are an appropriate and complete method to properly notify and inform the Settlement Class Members in accordance with the principles of proportionality.

33. Given the nature of the Settlement that is based on providing Settlement Credits to Eligible Accounts and the required time for Defendant to send the Notices, the Settling Parties, subject to the entire Court's discretion and availability of course, are aiming to proceed with the Pre-Approval hearing in Fall 2021 and with the hearing for the approval of the Settlement on a date to be confirmed by the Court with a view to obtain an Approval Judgment on the Settlement and then proceed with sending the Approval Notices (Schedules "C" and "D").

34. The Parties shall use their best efforts to implement this Settlement and its approval by the Court, promptly, completely and finally. The Parties undertake to cooperate in that context and make and deploy the efforts and means required to support and demonstrate the fairness and reasonableness of the Settlement in order to obtain the Court's approval with respect to same.

VI. RIGHT OF EXCLUSION (OPTING OUT)

35. Class Members who would otherwise be Settlement Class Members but who do not wish to participate or be bound by the terms of this Settlement, have the right to exclude themselves (opt out) of the Class.

36. A Class Member wishing to exercise the Class Member's right of exclusion must do so in accordance with the instructions and the Opt Out Period as explained in Schedules "A" and "B".

37. Class Members with an Eligible Account who have not exercised the right of exclusion on or before the Opt Out Period as provided in Schedules "A" and "B" will be irrevocably deemed to have chosen to participate in the Settlement, and as Settlement Class Members will be bound by the Settlement following its approval by the Court and by all judgments or orders subsequently issued by the Court, if any.

VII. RIGHT OF WITHDRAWAL

38. Class Counsel will communicate to Defence Counsel, upon receipt and at the latest five (5) days after the Opt Out Period, copies of all right of exclusions (opt outs) received and a list of the Class Members who have exercised such a right.

39. If requested by the Court, Class Counsel shall provide a report to the Court regarding the exclusions (opt outs) received, including those which were rejected as invalid, and file copies of the exclusions (opt outs) with the Court.

40. Should these exclusions (opt outs) received represent more than fifty (50) Eligible Accounts, then the Defendant will be entitled to terminate and put an end to the Settlement at no cost, without being bound to do so. This right of withdrawal may be exercised at Defendant's sole discretion and will not require consultation with or consent of the Plaintiff or of the Plaintiff's Class Counsel.

41. This Defendant's right of withdrawal must be exercised no later than ten (10) business days after Class Counsel sends to Defence Counsel copies of the rights of exclusions received with the list of the Class Members that have exercised such a right.

42. This Defendant's right of withdrawal will be exercised by means of a letter (embodied in an email) sent by Defence Counsel to Class Counsel and by the communication of a copy of such letter to the Court through an email.

VIII. APPROVED CLASS COUNSEL FEES

43. At the same time as the Approval Application, Class Counsel may seek approval of Class Counsel Fees in the amount agreed upon of one hundred seventy-two thousand and eight hundred dollars (\$172,800.00) plus GST & QST and two thousand five hundred dollars (\$2,500.00) plus GST & QST in disbursements.

44. The Defendant will not make any representations with respect to the approval of Class Counsel Fees, other than that it has agreed to pay them, subject to Court approval.

45. Within thirty (30) days of the execution of this Settlement, the Defendant, as part of the Settlement, agrees to deposit the amounts specified in paragraph 43 into a dedicated and separately identifiable interest-bearing instrument (such as a Guaranteed Investment Certificate - GIC) held by Defence Counsel, at a recognized Canadian banking institution. Once the Approval Judgment (including the Approved Class Counsel Fees) becomes final, Defence Counsel within 2 (two) weeks will remit to Class Counsel the Approved Class Counsel Fees approved by the Court and the interest accumulated thereon. In the event the Settlement or the total amount of Class Counsel Fees is not approved by the Court, the Class Counsel Fees or the unapproved portion thereof and all interest thereon shall be returned to the Defendant. The Defendant shall not pay more than the amounts specified in paragraph 43 and 45 on account of legal fees, costs or expenses of any kind attributable to the Plaintiff, Class Counsel or the Settlement Class Members in the Class Action. Class Counsel and Releasing Persons agree and recognize that they will not, directly or indirectly, claim from Defendant any other fee or disbursement of any kind or based on any source.

46. The Settlement is in no way conditional upon the approval of Class Counsel Fees by the Court. Any order or proceeding relating to Class Counsel Fees, or any appeal from any order relating thereto or reversal or modification thereof shall not operate to terminate or cancel the Settlement.

47. Each of the Parties and their counsel represent and warrant that they have made no agreement with or promise for Plaintiff, any Class Representative, or any other Class Member,

to receive any payments or value in respect of this Class Action or this Settlement, other than to participate as a Settlement Class Member in the herein Settlement provisions.

IX. RIGHT OF TERMINATION

48. If the Approval Application is not granted in full or if it is reversed or modified on appeal or if the Court declines to approve this Settlement in its entirety (except for the approval of Class Counsel Fees) for any reason, this Settlement shall be considered terminated (except if the Settling Parties mutually agree otherwise) and shall be null and void and have no further force or effect, shall not be binding on the Settling Parties and shall not be used as evidence or otherwise in any litigation as specified in paragraphs 6 and 65.

49. If this Settlement is terminated pursuant to paragraph 48 above or further to the exercise of Defendant's right of withdrawal as per paragraph 40, all the obligations contained herein immediately cease to exist and the Settling Parties are returned to the positions they were respectively in prior to the execution of this Settlement (including the return to the Defendant of any amount paid under this Settlement) except for the terms and conditions contained in this paragraph, paragraphs 3, 4, 5, 48, 50, 54, 55, 64 and 65 and the definitions, that are maintained and continue to have effect (with the required adaptations as the case may be).

50. In that event, the Settling Parties shall take all measures and make all representations necessary to ensure that each Settling Party is returned to the same procedural position in the Class Action as if the Settlement had not been negotiated, made or filed with the Court, including but not limited to filing any withdrawal from judgments already rendered such as the Pre-Approval Judgment. The Defendant is reserving its right to contest the authorization of the Class Action in such a case.

X. RELEASE OF CLAIMS

51. Effective on the Effective Date of the Settlement, the Releasing Persons hereby fully and finally release, acquit, remise and forever discharge the Released Persons from any and all Claims as defined herein in the Settlement.

XI. SCHEDULES

52. The following Schedules form an integral part of the Settlement and are incorporated as if they were recited at length therein:

- **Schedule "A"**: the Pre-Approval Notice of approval hearing and forwarding email;
- **Schedule "B"**: *l'avis de pré-approbation de l'audition d'approbation et le courriel de transmission;*
- **Schedule "C"**: the Approval Notice of the Settlement approval and forwarding email;
- **Schedule "D"**: *l'avis d'approbation de l'entente de règlement et le courriel de transmission;*

XII. GENERAL

53. The Parties may publicly comment on the Settlement, without disparaging the other Party.

54. No Class Counsel or any one employed by Class Counsel may divulge any confidential information obtained in the course of the Class Action to anyone for any purpose. No Settlement Class Member will have any claim against the Plaintiff, Class Counsel, Defence Counsel based on the payments or other benefits made or provided substantially in accordance with this Settlement or further to any orders or judgments rendered by the Court in relation to this Class Action.

55. All agreements made and orders entered during the course of the litigation relating to the confidentiality of information shall survive this Settlement.

56. Nothing in this Settlement shall limit the ability of Class Counsel to provide notice of this Settlement or otherwise communicate with Settlement Class Members concerning their entitlements under the Settlement, either by email or by telephone, and such communications shall not lose their privilege unless otherwise ordered by any Court and any such claims are hereby released.

57. Each counsel or other person executing this Settlement or any of its Schedules on behalf of any Party hereby warrants that such person has the full authority to do so.

58. The Preamble forms an integral part of this Settlement.

59. All settlement amounts specified herein are in Canadian dollars.

60. The division of this Settlement into headings is for convenience of reference only and shall not in no way define, extend or describe the scope of the Settlement or the intent of any provision thereof.

61. In the event of a discrepancy between the wording of the Notices and the Settlement, the wording of the Settlement will take precedence.

62. This Settlement and its Schedules will constitute the entire agreement of the Settling Parties and will not be subject to any change, modification, amendment, or addition without the express written consent of counsel on behalf of all Parties to the Settlement.

63. Class Counsel, on behalf of the Settlement Class Members, is expressly authorized by the Plaintiff to take all appropriate action required or permitted to be taken by the Class Members pursuant to the Settlement to effect its terms, and is expressly authorized in case of a technical difficulty in the course of the implementation of the Settlement to enter into any modifications or amendments to the Settlement with Defendant's prior approval on behalf of the Settlement Class Members which Class Counsel deems appropriate.

64. The Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Claims and the litigation pertaining to the Class Action. The Settlement shall not be deemed an admission by any Party as to the merits of any claim or defence.

65. Neither the Settlement, nor any fact performed or document executed pursuant to or in furtherance of the Settlement, is or may be deemed to be or may be used as an admission, an admission or evidence of the validity of any released Claims or of any wrongdoing or liability whatsoever of the Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal.

66. Nothing contained in this Settlement shall be construed as giving any consumer other than the Settling Parties any legal or equitable right, remedy or claim under or with respect to the Settlement.

67. This Settlement and the Schedules hereto shall be construed and enforced in accordance with, and governed by, the laws of Québec.

68. Unless otherwise ordered by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Settlement.

69. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement and the Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

70. Except as otherwise provided herein, the Parties shall bear their own respective costs.

71. The Parties each acknowledge that they have had an adequate opportunity to read and consider this Settlement, and to obtain such advice in regard to this Settlement as they each considered advisable.

72. The Settlement constitutes a transaction pursuant to Articles 2631 and following of the *Civil Code of Québec*, C.Q.L.R. c. CCQ-1991 and the Settling Parties are hereby renouncing to any errors of fact, law and/or calculation.

73. The Parties acknowledge that they have requested that the Settlement be drawn in English. *Les parties reconnaissent avoir exigé que la présente transaction soit rédigée en anglais.* The Defendant shall assume the translation costs for the translation of the Settlement Agreement and the Notices.

74. The Settlement may be signed in several copies which, together, shall be deemed to constitute one and the same agreement, and any signature transmitted by electronic means in a PDF format shall be deemed to constitute a signature.

75. Whenever, under the terms of this Settlement, a person is required to provide notice or otherwise communicate with the Class Counsel or the Defence Counsel, such notice or communication will be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing:

As to Class Counsel:

Joey Zukran
LPC Avocat Inc.
276, rue St-Jacques, suite 801
Montréal, Québec, H2Y 1N3
Telephone: 514-379-1572
Fax: 514-221-4441
Email: jzukran@lpclex.com

As to Defence Counsel:

Paule Hamelin
Gowling WLG LLP
1, Place Ville Marie, 37th Floor
Montréal, Québec H3B 3P4
Telephone: 514-392-9411
Email: paule.hamelin@gowlingwlg.com

IN WITNESS THEREOF, the Parties hereto have executed this Settlement as follows:

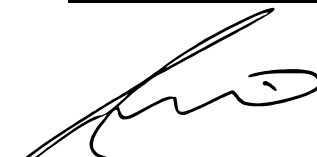
AGREED AND EXECUTED

IN MONTRÉAL
ON 23/09, 2021



SHAY ABICIDAN

IN MONTRÉAL
ON September 23, 2021



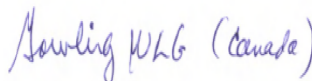
LPC AVOCAT INC.
PER: JOEY ZUKRAN
Attorney for Plaintiff

IN SAN FRANCISCO
ON 09 / 27 / 2021, 2021



TURO INC.
PER: Alex Benn

IN MONTRÉAL
ON September 29,, 2021



GOWLING WLG (CANADA) LLP
Attorneys for Turo Inc.

SCHEDULE A

Subject line	Important: You may be eligible for a class action settlement with Turo
Preheader	Please review to see if you're impacted by the class action proceeding
Copy	<p>Hi {first_name},</p> <p>We wanted to let you know that, according to our records, you paid a higher price than the price initially advertised (excluding the QST or the GST) for a trip you booked on Turo between November 4, 2016 and March 31, 2021, when you lived in the province of Québec. If our records are correct, please carefully read the linked notice of a class action proceeding on behalf of Québec residents against Turo, and a proposal for the Court to approve a settlement with Turo.</p> <p>If approved by the Court, the proposed settlement will provide impacted customers with one "settlement credit" in the amount of \$16.50 CAD to be used toward a future booking on Turo within 36 months. Please review the notice for details of the settlement approval.</p> <p>Please click here to read the pre-approval notice.</p> <p>Thanks for being a valued Turo customer, and we look forward to fueling your next adventure in Québec and beyond.</p> <p>Best regards, Team Turo</p>

Notice of Settlement Approval Hearing

The Class Action Proceeding

On December 4, 2019, a class action lawsuit was filed by a Québec consumer (“the “Plaintiff”) against the Defendant Turo Inc. (“Turo”). The Plaintiff claims that since November 4, 2016, Turo charged a higher price than the one it advertised or displayed at the first step of a vehicle booking (excluding the applicable taxes and optional costs or services) on both its website (www.turo.com) and mobile application, contrary to section 224 c) of the *Consumer Protection Act*, C.Q.L.R., c. P 40.1 and section 54 of the *Competition Act*, R.S.C., 1985, c. C-34. These allegations were never proven in Court and were contested by Turo.

The class action lawsuit is more fully described in the *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative* that is available on Class Counsel’s website: www.lpclex.com/turo.

On " • ", 2021, the Superior Court of Québec authorized the Class Action against Turo for settlement purposes only.

The Turo Settlement Approval Hearing

The purpose of this notice is to inform you that the parties have reached a Settlement Agreement, without any admission of liability on the part of Turo.

The Settlement Agreement is subject to Court approval. The Superior Court of Québec will hold a hearing on " • " at 9:00, in room " • " of the Montréal Courthouse located at 1 Notre-Dame Street East in Montréal, or via TEAMS to determine whether the Court will approve the Settlement Agreement. The date and time of the settlement approval hearing may be subject to adjournment by the Court without further publication notice to the Class Members, other than such notice which will be posted on Class Counsel’s website www.lpclex.com/turo.

You may attend the hearing if you wish but you have no obligation to do so. If you agree with the proposed settlement and wish to be bound by it, you have nothing at all to do.

Summary of the Turo Settlement Agreement

Turo has agreed to provide Settlement Class Members (as detailed in the Settlement Agreement) with one (1) Settlement Credit in the amount of **\$16.50 CAD** to be used toward a future vehicle booking on its website or mobile application. The Settlement Credit must be used within thirty-six (36) months of the date of deposit in an Eligible Account and must be applied in full in one single vehicle booking. The Settlement Credit is transferable by way of a one-time transfer to another Registered Guest and is no further transferable thereafter. The Settlement Credit cannot be used to purchase gift cards, gift certificates, or any product redeemable for cash. The Settlement Credit cannot be combined with any other offer, discount or coupon.

Additionally, Turo has implemented a business practice change for the users accessing its website or mobile application from Québec pursuant to which the price displayed for the first step of a vehicle booking on its website and mobile application is inclusive of the applicable Trip Fees, resulting in pricing that is “all-inclusive”, except for taxes and optional costs or services.

As part of the Settlement Agreement, Turo will receive from the Plaintiff and the other class members who have not validly opted out from the Class Action in accordance with this Settlement, a full release of any and all claims made in the *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative* against Turo.

Turo also agrees to pay Class Counsel Fees of \$172,800.00 plus GST & QST and \$2,500.00 in disbursements, subject to Court approval.

Right of Exclusion (Opt Out)

If you do not wish to be bound by the Class Action against Turo and the Settlement Agreement, you must send, by no later than " • ", to the clerk of the Superior Court of Québec a signed request of exclusion containing all of the following information:

1. The name and Court docket number of this case, which is: *Abicidan vs. Turo Inc.* (500-06-001026-190);
2. Your name, address, phone number(s) and email address associated with your Turo account; and
3. Specific confirmation that you wish to exclude yourself (opt out) of the Class Action against Turo and the *Turo Settlement Agreement*.

The request for exclusion (opt out) must be sent by mail to the Court with copy to Class Counsel at the following addresses:

To: Grefe de la Cour supérieure du Québec PALAIS DE JUSTICE DE MONTRÉAL 1 Notre-Dame Street East Montréal (Québec) H2Y 1B5	With Copy to : Me Joey Zukran LPC Avocat Inc. Email: jzukran@lpclex.com
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If you opt-out from the Class Action against Turo and the Settlement Agreement, you will not be eligible to receive the Settlement Credit in the amount of sixteen dollars and fifty cents (\$16.50) and you will be solely responsible for ensuring and prosecuting your own rights and recourses against Turo at your own costs and within any applicable legal time periods.

Right to Object, to comment on the settlement or to Intervene

The parties' attorneys will make representations to the Court in support of the Settlement Agreement during the above-mentioned settlement approval hearing. If you wish, you can also come to Court to present your comments or objections with regards to the Settlement Agreement. You have no obligation to do so.

To exercise your Right to Object, you must submit a signed objection letter that briefly states your name, contact information (including the email address associated with your Turo account), the reasons why you object, whether your intent is to be present in Court during the settlement

approval hearing and if you intend to be represented by independent counsel (providing the name and contact information of said counsel, if known).

The objection notice must be sent by no later than " • ", to class counsel by email to jzukran@lpclex.com.

As a Class Member, you have the right to intervene in the present Class Action in the manner provided by law. No Class Member other than the Plaintiff or an intervenor may be required to pay legal cost arising from the Class Action.

For More Information

For more information and to access a copy of the complete terms of the Settlement Agreement and the Court judgment(s), you can access the following website: www.lpclex.com/TURO. If you have questions, you can contact the Representative's lawyers, the law firm LPC Avocat Inc., by mail, email or phone. Your name and any information provided will be kept confidential. Please do not contact TURO or their lawyers, nor any of the judges of the Superior Court.

Mtre Joey Zukran
LPC Avocat inc.
276 Saint-Jacques Street, Suite 801
Montreal, Quebec, H2Y 1N3
Tel: 514-379-1572
Fax: 514-221-4441
Email: jzukran@lpclex.com
Website: www.lpclex.com

This notice has been approved by the Superior Court of Québec

SCHEDULE B

Subject line	Important : Vous pourriez être admissible à une indemnité dans le cadre du règlement d'une action collective avec Turo
Preheader	Veillez vérifier si vous êtes concerné par cette action collective
Copy	<p>Bonjour {first_name},</p> <p>Selon les renseignements dont nous disposons, vous avez payé un prix plus élevé que le prix initialement indiqué (excluant la TVQ ou la TPS) pour un voyage que vous avez réservé sur Turo entre le 4 novembre 2016 et le 31 mars 2021, alors que vous résidiez au Québec. Si ces informations sont correctes, nous vous invitons à prendre connaissance de l'avis d'action collective au nom des résidents du Québec contre Turo et d'une proposition à la Cour pour l'approbation d'un règlement avec Turo.</p> <p>S'il est approuvé par la Cour, le règlement proposé permettra aux clients concernés d'obtenir un « crédit aux fins de règlement » d'un montant de 16.50 \$ CA à utiliser pour une réservation future sur Turo. Veuillez consulter l'avis pour connaître les détails de l'approbation du règlement.</p> <p>Cliquez ici pour consulter l'avis.</p> <p>Nous vous remercions de votre fidélité et nous nous réjouissons de faire partie de vos aventures au Québec et partout ailleurs.</p> <p>Meilleures salutations, L'équipe Turo</p>

AVIS D'AUDIENCE POUR APPROBATION DU RÈGLEMENT

La procédure d'action collective

Le 4 décembre 2019, une procédure d'action collective a été déposée par un consommateur québécois (le « Demandeur ») contre la défenderesse Turo Inc. (« Turo »). Le Demandeur allègue que depuis le 4 novembre 2016, Turo a facturé un prix plus élevé que celui annoncé ou affiché à la première étape d'une réservation d'un véhicule (excluant les taxes applicables et les coûts ou services optionnels) par l'intermédiaire de son site Web (www.turo.com) et/ou de son application mobile, contrairement à l'article 224 c) de la *Loi sur la protection du consommateur* RLRQ, c. P-40.1 et de l'article 54 de la *Loi sur la concurrence* L.R.C. (1985), ch. C-34. Ces allégations n'ont jamais été prouvées en Cour et sont contestées par Turo.

L'action collective est plus amplement décrite dans la Requête en autorisation d'exercer une action collective et pour attribution du statut de représentant qui est disponible sur le site Web de l'Avocat du groupe.

Le " • " 2021, la Cour supérieure du Québec a autorisé l'action collective à l'encontre de Turo pour des fins de règlement uniquement.

L'audience sur l'approbation du règlement Turo

Le but de cet avis est de vous informer que les parties ont conclu une Entente de règlement, sans aucune admission de responsabilité de la part de Turo.

L'Entente de règlement est sujette à l'approbation de la Cour. La Cour supérieure du Québec tiendra une audience le " • " 2021, à 9 h, en salle " • " du Palais de justice de Montréal situé au 1, rue Notre-Dame Est à Montréal, ou via Teams, pour déterminer si elle approuvera l'Entente de règlement. Les date et heure prévues par la Cour pour l'audience d'approbation du règlement pourraient faire l'objet d'une remise par la Cour sans qu'il n'y ait d'autre avis de publication aux Membres du groupe sauf pour les avis qui seront affichés sur le site Web de l'Avocat du groupe www.lpclex.com/turo.

Vous pouvez assister à l'audience si vous le souhaitez, mais vous n'avez aucune obligation de ce faire. Si vous êtes d'accord avec le règlement proposé et souhaitez être lié par celui-ci, vous n'avez rien à faire.

Résumé de l'Entente de règlement Turo

Turo accepte d'octroyer aux Membres du groupe du règlement (tel que précisé dans l'Entente de règlement), un (1) Crédit pour fins de règlement unique d'une somme de **16,50 \$ CA** à être utilisé lors d'une prochaine réservation d'un véhicule sur son site Web ou son application mobile. Ce Crédit pour fins de règlement doit être utilisé dans les trente-six (36) mois de la date de son dépôt dans un Compte éligible et doit être appliqué en une seule et unique fois lors d'une réservation future d'un véhicule. Ce Crédit pour fins de règlement peut être cédé une seule et unique fois à un autre utilisateur inscrit et ne pourra être cédé par la suite. Ce Crédit pour fins de règlement ne peut être utilisé pour l'achat de cartes-cadeaux, certificats-cadeaux, ou n'importe quel autre produit remboursable en argent comptant. Ce Crédit pour fins de règlement ne peut être combiné avec aucune autre offre, rabais ou coupon.

De plus, Turo a mis en œuvre une nouvelle pratique commerciale pour les utilisateurs accédant son site Web ou son application mobile à partir du Québec selon laquelle le prix annoncé ou affiché à la première étape d'une réservation d'un véhicule sur son site Web ou son application mobile comprend les Frais de voyage applicables, représentant ainsi un prix « tout compris » à l'exception des taxes applicables et des autres coûts et services optionnels.

L'Entente de règlement prévoit que Turo recevra du Demandeur et des autres membres du groupe qui ne se sont pas valablement exclus de l'action collective conformément à l'Entente de règlement, une quittance complète pour toutes les réclamations faites dans la Requête en autorisation d'exercer une action collective et pour attribution du statut de représentant à l'encontre de Turo.

Turo consent également à payer les Frais juridiques de l'avocat du groupe de 172 800.00\$ plus la TPS et la TVQ ainsi que 2 500\$ à titre de déboursés, le tout selon l'approbation de la Cour.

Droit d'exclusion

Si vous ne souhaitez pas être lié par cette action collective contre Turo et cette Entente de règlement, vous devez envoyer, au plus tard le " • " 2021, au greffier de la Cour supérieure du Québec une demande d'exclusion contenant toutes les informations suivantes :

1. Le nom et le numéro de dossier de Cour de cette affaire, lequel est : *Abicidan c. Turo Inc.* (500-06-001026-190);
2. Vos nom, adresse, numéro(s) de téléphone et adresse(s) courriel associés à votre compte Turo; et
3. Une confirmation spécifique que votre volonté est de vous exclure de l'action collective contre Turo et de l'Entente de règlement Turo.

La demande d'exclusion doit être envoyée par courrier à la Cour avec une copie aux avocats du groupe aux adresses suivantes :

<u>À</u> : Greffier de la Cour supérieure du Québec PALAIS DE JUSTICE DE MONTRÉAL 1, rue Notre-Dame Est Salle 2.120 Montréal (Québec) H2Y 1B5	<u>AVEC COPIE À</u> : Me Joey Zukran LPC Avocat inc. Courriel: jzukran@lpclex.com
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Si vous décidez de vous exclure de l'action collective contre Turo et de l'Entente de règlement, vous ne serez pas éligible à recevoir ce Crédit aux fins de règlement au montant de seize dollars et cinquante cents (16,50\$) et vous aurez l'entière responsabilité de veiller à l'exercice de vos propres droits et recours à l'encontre de Turo, à vos propres frais et à l'intérieur des délais légaux applicables.

Droit d'objection, droit de soumettre des arguments en lien avec le règlement et droit d'intervention

Les avocats des parties feront les représentations à la Cour à l'appui de l'Entente de règlement à l'audience sur l'approbation du règlement mentionnée ci-dessus. Si vous le souhaitez, vous

pouvez aussi vous présenter à la Cour pour soumettre vos arguments ou vos objections (« droit d'objection ») relativement à l'Entente de règlement. Vous n'avez aucune obligation de ce faire.

Pour exercer votre droit d'objection, vous devez soumettre un avis d'objection signé lequel doit brièvement contenir votre nom, vos coordonnées (incluant votre adresse courriel associée à votre compte Turo), les raisons pour lesquelles vous vous objectez, si vous entendez être présent à la Cour durant l'audience sur l'approbation de l'Entente de règlement et si vous entendez être représenté par un avocat indépendant (fournir le nom et les coordonnées de cet avocat si connus).

L'avis d'objection doit être envoyé au plus tard le " • " 2021 à l'Avocat du groupe par courriel au jzukran@lpclex.com.

En tant que Membre du groupe, vous avez le droit d'intervenir dans la présente action collective, de la manière prévue par la loi. Aucun Membre du groupe autre que le Demandeur ou un intervenant ne peut être tenu de payer les frais de justice découlant de l'action collective.

Pour plus d'information

Pour plus d'information et pour obtenir une copie complète des modalités de l'Entente de règlement et des jugements rendus par la Cour, vous pouvez accéder au site Internet suivant : WWW.LPCLEX.COM/TURO. Si vous avez des questions, vous pouvez communiquer avec l'avocat du représentant, le bureau d'avocats LPC Avocat Inc., par courrier, courriel ou téléphone. Votre nom et toute information seront conservés de façon confidentielle. Bien vouloir ne pas contacter Turo ou leurs avocats, ou tout juge de la Cour supérieure.

Me Joey Zukran
LPC Avocat inc.
276, rue Saint-Jacques, bureau 801
Montréal, Québec, H2Y 1N3
Tél: 514-379-1572
Fax: 514-221-4441
Courriel: jzukran@lpclex.com
Site Web: www.lpclex.com

Cet avis a été approuvé par la Cour supérieure du Québec.

SCHEDULE C

Subject line	Important: Notice of the approval of a class action settlement with Turo
Preheader	Please review to see if you're impacted by the class action proceeding
Copy	<p>Hi {first_name},</p> <p>On date, 2021, the Superior Court of Quebec approved the class action Settlement with Turo.</p> <p>We wanted to let you know that, according to our records, you paid a higher price than the price initially advertised (excluding the QST or the GST) for a trip you booked on Turo between November 4, 2016 and March 31,2021, when you lived in the province of Québec. If our records are correct, please carefully read the linked notice of a class action proceeding on behalf of Québec residents against Turo which has been settled with approval from the Court.</p> <p>Consistent with the approved settlement, Turo will deposit directly into your account one Settlement Credit in the amount of \$16.50 CAD to be used toward a future booking on Turo within 36 months.</p> <p>Please click here to review the notice containing details of the settlement approval.</p> <p>Thanks for being a valued Turo customer, and we look forward to fueling your adventure in Québec and beyond.</p> <p>Best regards, Team Turo</p>

Notice of Settlement Approval

The Turo Settlement Approval

On or about " ", Turo sent a notice informing you that the parties reached a Settlement Agreement, without any admission of liability and that a settlement approval hearing was to take place.

We are pleased to inform you that on " • ", the Superior Court of Québec approved the Settlement Agreement with Turo. Turo will deposit directly into your account one Settlement Credit in the amount of \$16.50 CAD to be used toward a future booking on Turo.

Summary of the Turo Settlement Agreement

Turo has agreed to provide Settlement Class Members (as detailed in the Settlement Agreement) with one (1) Settlement Credit in the amount of **\$16.50 CAD** to be used toward a future vehicle booking on its website or mobile application. The Settlement Credit must be used within thirty-six (36) months of the date of deposit in an Eligible Account and must be applied in full in one single vehicle booking. The Settlement Credit is transferable by way of a one-time transfer to another Registered Guest and is no further transferable thereafter. The Settlement Credit cannot be used to purchase gift cards, gift certificates, or any product redeemable for cash. The Settlement Credit cannot be combined with any other offer, discount or coupon.

Additionally, Turo has implemented a business practice change for the users accessing its website or mobile application from Québec pursuant to which the price displayed for the first step of a vehicle booking on its website and mobile application is inclusive of the applicable Trip Fees, resulting in pricing that is "all-inclusive", except for taxes and optional costs or services.

FOR MORE INFORMATION

For more information and to access a copy of the complete terms of the Settlement Agreement and the Court judgment(s), you can access the following website: WWW.LPCLEX.COM/TURO.

You may also contact Class Counsel:

Joey Zukran
LPC Avocat Inc.
276, rue St-Jacques, suite 801
Montréal, Québec, H2Y 1N3
Telephone: 514-379-1572
Fax: 514-221-4441
Email: jzukran@lpclex.com

This notice has been approved by the Superior Court of Québec.

SCHEDULE D

Subject line	Important : Avis d'approbation du règlement d'une action collective
Preheader	Veillez vérifier si vous êtes concerné par cette action collective
Copy	<p>Bonjour {first_name},</p> <p>Selon les renseignements dont nous disposons, vous avez payé un prix plus élevé que le prix initialement indiqué (excluant la TVQ ou la TPS) pour un voyage que vous avez réservé sur Turo entre le 4 novembre 2016 et le 31 mars 2021, alors que vous résidiez au Québec. Si ces informations sont correctes, nous vous invitons à prendre connaissance de l'avis d'action collective au nom des résidents du Québec contre Turo, dont le règlement a été approuvé par la Cour.</p> <p>Conformément au règlement approuvé, nous déposerons directement dans votre compte un « crédit aux fins de règlement » d'un montant de 16.50 \$ CA à utiliser pour une réservation future sur Turo. Veuillez consulter l'avis pour connaître les détails de l'approbation du règlement.</p> <p>Cliquez ici pour consulter l'avis.</p> <p>Nous vous remercions de votre fidélité et nous nous réjouissons de faire partie de vos aventures au Québec et partout ailleurs.</p> <p>Meilleures salutations, L'équipe Turo</p>

AVIS D'APPROBATION DE L'ENTENTE DE RÈGLEMENT

L'approbation du règlement

Le • , 2021, Turo a transmis un avis vous informant que les parties avaient conclu une Entente de règlement, sans aucune admission de responsabilité et qu'une audience sur l'approbation du règlement allait se tenir.

Nous sommes heureux de vous informer que le " • ", la Cour supérieure du Québec a approuvé l'Entente de règlement avec Turo. Turo déposera directement dans votre compte un Crédit pour les fins de règlement de 16.50\$ CA à être utilisé lors d'une prochaine réservation d'un véhicule avec Turo.

Résumé de l'Entente de règlement

Turo accepte d'octroyer aux Membres du groupe de règlement (tel que précisé dans l'Entente de règlement), un (1) Crédit pour fins de règlement unique d'une somme de **16,50\$ CA** à être utilisé lors d'une prochaine réservation d'un véhicule sur son site Web ou son application mobile. Ce Crédit pour fins de règlement doit être utilisé dans les trente-six (36) mois de la date de son dépôt dans un Compte éligible et doit être appliqué en une seule et unique fois lors d'une réservation future d'un véhicule. Ce Crédit pour fins de règlement peut être cédé une seule et unique fois à un autre utilisateur inscrit et ne pourra être cédé par la suite. Ce Crédit pour fins de règlement ne peut être utilisé pour l'achat de cartes-cadeaux, certificats-cadeaux, ou n'importe quel autre produit remboursable en argent comptant. Ce Crédit pour fins de règlement ne peut être combiné avec aucune autre offre, rabais ou coupon.

De plus, Turo a mis en œuvre une nouvelle pratique commerciale pour les utilisateurs accédant son site Web ou son application mobile à partir du Québec selon laquelle le prix annoncé ou affiché à la première étape d'une réservation d'un véhicule sur son site Web ou son application mobile comprend les Frais de voyage applicables, représentant ainsi un prix « tout compris » à l'exception des taxes applicables et des autres coûts et services optionnels.

Pour plus d'information

Pour plus d'information et pour obtenir une copie complète des modalités de l'Entente de règlement Turo et des jugements rendus par la Cour, vous pouvez accéder au site Internet suivant : WWW.LPCLEX.COM/TURO.

Vous pouvez également contacter l'Avocat du groupe :

Me Joey Zukran
LPC Avocat inc.
276, rue Saint-Jacques, bureau 801
Montréal, Québec, H2Y 1N3
Tél: 514-379-1572
Fax: 514-221-4441
Courriel: jzukran@lpclex.com
Site Web: www.lpclex.com

Cet avis a été approuvé par la Cour supérieure du Québec

TITLE	Quebec class action settlement
FILE NAME	Abicidan (Quebec)...d 2021-09-23).pdf
DOCUMENT ID	0a082323840f52f93f90adccc4d809693aa19f49
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
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