

C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

No: 500-06-000824-165

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

ANTONIO BRAMANTE

Representative Plaintiff

v.

McDONALD'S RESTAURANTS OF
CANADA LIMITED

Defendant

SETTLEMENT AGREEMENT

- A. **WHEREAS** on November 15, 2016, the Representative Plaintiff, Antonio Bramante, filed an *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff*;
- B. **WHEREAS** on November 14, 2018, the Court authorized a class action on behalf of the following group:

English:

Every consumer pursuant to the Québec Consumer Protection Act who, since November 15th, 2013 purchased in Québec for a child under 13 years of age then present inside a McDonald's restaurant, a toy or Happy Meal, during an advertising campaign directed at children taking place inside the restaurant.

French:

Tout consommateur au sens de la Loi sur la protection du consommateur du Québec qui, depuis le 15 novembre 2013, a acheté au Québec pour un enfant de moins de 13 ans alors présent dans un restaurant McDonald, un jouet ou un Joyeux festin, durant une campagne publicitaire destinée aux enfants à l'intérieur de tel magasin

Collectively, the "Class" or the "Class Members".

- C. **WHEREAS** on January 17, 2019 the Court approved the notice plan to Class Members;
- D. **WHEREAS** on or around February 12, 2019 the Representative Plaintiff, Antonio Bramante, filed an Originating Application instituting a class action on behalf of the Class authorized by the Court on November 14, 2018 (the "**Class Action**");
- E. **WHEREAS** from approximately April 1, 2019 to April 30, 2019 the Defendant, McDonald's Restaurants of Canada Limited ("**McDonald's**") published the notices in conformity with the Court's January 17, 2019 order;
- F. **WHEREAS** no Class Members excluded themselves from the Class Action;
- G. **WHEREAS** the Originating Application alleges, *inter alia*, that McDonald's violated section 248 of the *Consumer Protection Act* ("**CPA**") by displaying toys in its restaurants in Quebec;
- H. **WHEREAS** McDonald's takes the position that the toy displays in its restaurants are permitted by section 90 of the *Regulation respecting the Application of the Consumer Protection Act*, and therefore it denies that it has violated section 248 of the CPA as alleged by the Representative Plaintiff;
- I. **WHEREAS** the Representative Plaintiff and McDonald's wish to settle this Class Action without prejudice or admission whatsoever, by way of mutual concessions, pursuant to the terms hereof;
- J. **WHEREAS** the Representative Plaintiff and McDonald's signed a Term Sheet of Settlement on November 25, 2019 with the understanding that they would sign a longer form settlement agreement thereafter;

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definitions

The following terms are defined for the purposes of this Settlement Agreement, including the Recitals:

- a) "**Representative Plaintiff**" means Antonio Bramante;
- b) "**Approval Order**" means the order of the Court approving this Settlement Agreement;
- c) "**Class Counsel**" refers to the law firm LPC AVOCAT INC.;
- d) "**Class Counsel Fees**" has the meaning set out in section 12 of this Settlement Agreement;



- e) "**Class Member**" means a member of the Class that did not exclude themselves in accordance with the provisions of article 580 of the *Code of Civil Procedure*;
- f) "**Class Period**" refers to the period from November 15, 2013 until April 15, 2020;
- g) "**Class Action**" means the legal proceedings in *Bramante v. Les Restaurants McDonald du Canada Limitée* (Court File: **500-06-000824-165**), pending in the Superior Court of Quebec, district of Montréal;
- h) "**Court**" means the Superior Court of Québec;
- i) "**Compensation**" has the meaning set out in section 9 of this Settlement Agreement;
- j) "**Defendant**" refers to McDonald's Restaurants of Canada Limited;
- k) "**Defendant counsel**" refers to the law firm IMK LLP;
- l) "**Final**" means, when used in relation to a judgment or order, the time at which said judgment or order has been entered and all rights of appeal therefrom have been exhausted, such that the judgment or order has acquired the status of *res judicata*;
- m) "**Objection**" means an objection to the Settlement Agreement by a Class Member made in the manner and within the time frame specified by the Court, or if none is specified by the Court, by applicable legislation, in accordance with article 590 of the *Code of Civil Procedure*, based on the terms and conditions proposed in section 6.2 of this Settlement Agreement;
- n) "**Opt-out**" or "**Opting-out**" or "**Opted-out**" means an action taken by a Class Member to exclude themselves from this Class Action made in the manner and within the time frame specified by the Court, or if none is specified by the Court, by applicable legislation, in accordance with article 580 of the *Civil Code of Procedure*, based on the terms and conditions proposed in section 6.1 of this Settlement Agreement;
- o) "**Party**" means either the Representative Plaintiff or McDonald's, and "**Parties**" means, collectively, the Representative Plaintiff and McDonald's;
- p) "**Practice Change**" or "**Practice Changes**" has the meaning set out in section 10 of this Settlement Agreement;
- q) "**Pre-Approval Notice**" means the *Notice of settlement of a class action and settlement approval hearing* that will be a) substantially in the form of Schedule "A" hereto and b) approved by the Court;

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- r) "**Pre-Approval Order**" means the order of the Court approving the Pre-Approval Notice;
- s) "**Released Claims**" means any and all claims, obligations, actions, or causes of action, whether in law, statute or in equity, and whether known or unknown, present or contingent, suspected or unsuspected, or asserted or unasserted for any injury, damage or loss whatsoever which the Releasing Parties may now or hereafter have, own, or claim to have against the Released Parties relating to events that occur prior to the implementation of the Practice Change defined in sections 10(a) and (b), whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts, including, but not in any sense limited to, all claims that were or could have been asserted in the Class Action for any reason;
- t) "**Released Parties**" means Les Restaurants McDonald du Canada Limitée and its franchisees, and each of those entities' respective past and present parent companies, affiliates, subsidiaries and predecessors, successors, assigns, insurers, officers, directors, employees, agents, representatives, independent contractors, suppliers, principals, owners and shareholders;
- u) "**Releasing Parties**" means the Representative Plaintiff and any Class Member, and each of those individual's successors, predecessors, beneficiaries, executors, trustees, administrators, subrogees, agents, representatives, partners, heirs, and assigns.
- v) "**Settling Parties**" means, collectively, the Defendant, the Representative Plaintiff, and all Class Members.

2. Recitals and Definitions Included

The Recitals and Definitions form an integral part of this Settlement Agreement.

3. Nullity If Not Approved

If this Settlement Agreement is not approved by the Court and it cannot be amended in a way that satisfies the Court as set out herein, it will become null and void, with the exception of sections 4 and 18 of this Settlement Agreement and will not generate any other rights or obligations either for the Parties or the Class Members; the Settling Parties will be restored to their respective positions in the Class Action before the Settlement Agreement was executed.

4. No Admission of Liability

- a) McDonald's denies the material factual allegations and legal claims asserted in the Originating Application, including any and all charges of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged therein.



Neither the Settlement Agreement, nor anything contained herein, shall be interpreted as a concession or admission of wrongdoing or liability by McDonald's.

- b) Nonetheless, McDonald's has concluded that further conduct of the Class Action and associated costs would be disproportionate with the amount of the claims at issue and that it is desirable that the Class Action against it be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

5. Application for Pre-Approval Order

The Plaintiff will apply to the Court for the Pre-Approval Order by January 31, 2020.

6. Communication of the Pre-Approval Notice

- a) After the Pre-Approval Order is entered, McDonald's will post the Pre-Approval Notice approved therein in all of its restaurants in Quebec, and in the other locations contained in the Pre-Approval Order (i.e. McDonald's website and McDonald's Facebook page), in accordance with the terms of the Pre-Approval Order beginning on a date between April 1 to April 15, 2020 and for thirty (30) days after posting, or on such other later date as determined by the Court.
- b) Class Counsel will post the Pre-Approval Notice on its Facebook page and will also email a copy of the Pre-Approval Notice to each of the potential Class Members that have registered on Class Counsel's website, within thirty (30) days of the judgment ordering such notice or on the date fixed by the Court for the sending of such a notice.
- c) The Pre-Approval Notice will inform the Class Members that the hearing on the approval of the Settlement Agreement will be held on a date to be determined by the Court and the way they can either Opt-out of the Class or register their Objection to the settlement if they have one.

6.1 Opting-out of the Class Action

The Pre-Approval Notice will inform Class Members wishing to exercise his or her right to Opt-out of the Class Action that they must send by registered or certified mail addressed to the clerk of the Court, a written request to Opt-out of the Class Action duly signed by the Class Member containing the following information:

- a) The Court docket number of the Class Action (C.S.M. 500-06-000824-165);
- b) The name and contact information (including email address) of the Class Member who is exercising his or her right of exclusion;
- c) The request to Opt-out must be sent to the following address and received by the Court by June 15, 2020:



Greffe de la Cour supérieure du Québec
PALAIS DE JUSTICE DE MONTRÉAL
1 Notre-Dame Street East, Room 1.120
Montreal, Quebec, H2Y 1B5

Reference:

Bramante v. McDonald's Restaurants of Canada Ltd.
C.S.M. no. 500-06-000824-165

With a copy to Class Counsel by mail or email:

LPC Avocats
Mtre. Joey Zukran
5800 boul. Cavendish, Suite 411
Montreal, Quebec, H4W 2T5
Email: jzukran@lpclex.com

Class Members who have not exercised the right to Opt-out according to the above Opt-out procedure by June 15, 2020 will be irrevocably deemed to have chosen to participate in this Settlement Agreement and will be bound by the terms of the Settlement Agreement following its approval by the Court and by all judgments or orders subsequently issued by the Court, if any.

Within five (5) business days after June 15, 2020, Class Counsel shall inform Defendant's Counsel of any Class Member who has exercised his or her right to Opt-out and provide them with a copy of all requests received up to June 15, 2020 upon their written request.

6.2 Objecting to the Settlement Agreement

Class Members who so wish may raise an Objection before the Court at the hearing to approve the Settlement Agreement. In this regard, Class Members who wish to raise an Objection are required to inform Class Counsel in writing, via email to jzukran@lpclex.com, of the reasons for their Objection by June 15, 2020, by communicating a document containing the following information (Class Members who wish to raise an Objection may use the Objection Form appended hereto as Schedule "B" to formulate their Objection, but are not bound to do so):

- i. The Court docket number of the Class Action (500-06-000824-165);
- ii. The name and contact information (including email address) of the Class Member who is raising an Objection;
- iii. An affirmation that the Class Member is part of the Class Action;
- iv. A brief description of the reasons for the Class Member's Objection;
- v. The Class Member's signature.



Within five (5) business days of receiving any Objection(s), Class Counsel shall provide Defendant's Counsel with a copy of the Objection(s) upon their written request. All Objections will be provided to the judge who will hear the approval of this Settlement Agreement by Class Counsel as Exhibits in support of the Application to approve the Settlement Agreement.

7. Application for Approval Order

Within thirty (30) days after communication of the Pre-Approval Notice to the Class Members as described in section 6, the Representative Plaintiff will apply to the Court for the Approval Order and request that the Court:

- a) declare that this Settlement Agreement is fair, reasonable and in the best interests of the Class Members;
- b) approve this Settlement Agreement and order the Parties and the Class Members to comply with it;
- c) approve the Compensation as set forth in section 9 of this Settlement Agreement and the Class Counsel Fees as set forth in section 12 of this Settlement Agreement to be paid as part of the Settlement Agreement;
- d) order that the Compensation as set forth under section 9 of this Settlement Agreement be paid to the designated charities within thirty (30) days of the final judgment approving the Settlement Agreement;
- e) order that the practice changes set forth under section 10 of this Settlement Agreement be put in place by September 30, 2020, or within forty-five (45) days of the final judgment approving the Settlement Agreement if that date is later;
- f) order that the Class Counsel Fees due to Class Counsel as set forth under section 12 of this Settlement Agreement be paid within thirty (30) days of the final judgment approving the Settlement Agreement;
- g) declare that the Class Action against McDonald's is settled out of Court; and
- h) order any other measure it should deem required to facilitate the approval, implementation or administration of this Settlement Agreement.

8. Releases

Upon the Approval Order becoming Final, the Releasing Parties will be deemed to have, and by operation of the Approval Order will have, fully, finally, and forever released, relinquished, and discharged the Released Parties from all Released Claims.



9. Compensation

- a) Whereas the Representative Plaintiff alleges, *inter alia*, in the Originating Application that McDonald's is violating section 248 of the CPA when it displays toys in its restaurants in conjunction with its Happy Meal campaigns.
- b) Whereas the Representative Plaintiff is claiming reimbursement for the Happy Meals and/or toys that he purchased as a result of the alleged violation.
- c) Whereas the Representative Plaintiff agrees that it would be impractical to determine how many Happy Meals and/or toys were purchased for a child under 13 years of age then present inside a McDonald's restaurant with a Class Member in the Province of Quebec and who prior to the purchase would have seen the display during the Class Period, even if a breach of s. 248 of the CPA was established.
- d) Whereas the Representative Plaintiff also agrees that in the circumstances it would be impractical to establish a distribution mechanism to Class Members and that other honourable solutions exist to ensure that Class Members are indirectly compensated.
- e) The Parties have therefore agreed to the following indirect Compensation:

McDonald's will make an all-inclusive lump sum payment of CAD \$1,000,000 which will be divided equally among the below-referenced registered charities as follows:

- \$250,000.00: Fondation CHU Ste-Justine (<https://www.fondationstejustine.org/>);
- \$250,000.00: Montreal Children's Hospital Foundation (<https://fondationduchildren.com/en/about-us/pk-subban/>);
- \$250,000.00: Jewish General Hospital Foundation, with the funds going to the Children and Adolescent Care Programs (<https://www.igh.ca/about-us/foundation/>);
- \$250,000.00: Fondation CHU de Québec, with the funds going to the Neonatal Intensive Care Unit at the Centre Hospitalier de l'Université Laval et Centre mère-enfant Soleil (<https://fondationduchudequebec.org/cmef/>).

10. Practice Changes

McDonald's also agrees that, by September 30, 2020, or within forty-five (45) days of the final judgment approving the Settlement Agreement if that date is later, it will for all of its Quebec restaurants (collectively, the "Practice Change" or "Practice Changes"):



- a) Change the physical toys for images of the toys, which will be approximately the same size as the physical toys, in its restaurant toy/book displays;
- b) Place the images of the toys above the images of the books in its restaurant toy/book displays (i.e. inverting the current placement where the book images are above the toys in the display);
- c) Subject to any legal prohibition on McDonald's ability to sell books or toys in its restaurants, commit to displaying images of both books and toys in its toy/book displays for at least two (2) years following the implementation of the Practice Changes in sections 10(a) and 10(b) above;
- d) Age-gate the English and French language pages concerning the Happy Meal toys on its company website; and
- e) Not use interactive toy/book displays as long as s. 248 CPA remains in force.

11. Delivery of Funds

Defendant's Counsel will pay the amounts to the above-mentioned charities within the time period set out in section 7(d) of this Settlement Agreement.

12. Class Counsel Fees and Expenses

- a) McDonald's agrees to pay Class Counsel:
 - i. CAD \$415,000 plus applicable taxes, in full and final compensation for its fees for which Class Counsel will provide an invoice;
 - ii. CAD \$25,000 for disbursements, judicial and other costs which will be detailed to the Court in Class Counsel's materials for approval of the Class Counsel Fees.
- b) The payments identified in section 12(a)(i)-(ii) collectively are the "**Class Counsel Fees**," payment of which shall be remitted to Class Counsel within thirty (30) days after the judgment of the Court approving such fees.
- c) Class Counsel will be responsible for filing and presenting an application before the Court requesting payment of its fees.
- d) This Settlement Agreement is in no way conditional upon the approval of Class Counsel Fees by the Court. The Approval Order relating to Class Counsel Fees shall not operate to terminate or cancel the Settlement Agreement. If there is any appeal relating to Class Counsel's Fees, this will in no way operate to delay or affect the rest of this Settlement Agreement, which will come into force as provided herein.



Within thirty (30) business days of the signing of this Settlement Agreement, McDonald's will deposit the amounts listed in section 12(a) in trust into an interest-bearing financial instrument (such as a GIC) held by Defendant's Counsel, at a recognized Canadian banking institution. Within five (5) business days of such deposit, Defendant's Counsel will provide Class Counsel with notice of such investment. Once the judgment on the Approval Order becomes final, Defendant's Counsel will remit the amounts approved by the Court of the deposit listed in section 12(a) and the interest accumulated thereon to Class Counsel, who will remit the interest to the Representative Plaintiff, if this is approved by the Court during the hearing of Settlement Approval and Class Counsel Fees. If this is not approved by the Court, the interest will be retained by Class Counsel. The Parties agree not to appeal any decision on this issue.

In the event this Settlement Agreement or the total amount of Class Counsel Fees is not approved by the Court, the deposited funds or the unapproved portion thereof and all interest thereon shall be returned no more than five (5) business days later to McDonald's.

13. Other Costs

McDonald's will assume the cost of providing the Pre-Approval Notices to be made under this Settlement Agreement and as ordered by the Court.

McDonald's will not be liable to pay any costs or fees to the Representative Plaintiff, to the Class Members or to Class Counsel other than the Compensation and Class Counsel Fees as provided for in this Settlement Agreement.

14. Further Lawsuits and Non-Disparagement

The Representative Plaintiff and Class Counsel agree that they will not institute any further lawsuits against McDonald's.

The Parties agree that neither Party shall, directly or indirectly, disparage or make any statements, whether written or oral, or commit any acts that are critical of, derogatory to, or otherwise present in a negative light, the other Party including that Party's parent, or franchisees, employees, directors, officers, principals or owners.

15. Press Release

The Representative Plaintiff and Class Counsel agree with McDonald's to a pre-determined press release regarding the settlement which is annexed to this Settlement Agreement as Schedule "C". Either Party can issue Schedule "C" to the media, a first time within ten (10) days after the Pre-Approval Order and a second time within ten (10) days after the Approval Order. There will be no further press releases unless agreed to by the Parties. The Parties will not solicit any media or any interviews concerning the settlement. The Parties may share Schedule "C" in connection with any unsolicited media requests. Any unsolicited media interviews will be limited to the points agreed on in the press



release appended hereto as Schedule "C" and subject to the terms of this Settlement Agreement.

The settlement terms, including this Settlement Agreement, will be posted on Class Counsel's website and Facebook page and Class Counsel is free to discuss the terms with Class Members.

16. Cooperation and Best Efforts

The Parties agree to cooperate to the extent reasonably necessary to give effect to and implement all terms and conditions of this Settlement Agreement and to exercise best efforts to fulfil the foregoing terms and conditions of this Settlement Agreement.

17. Negotiated Agreement

The Parties intend the Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Class Action. The Parties agree that the consideration provided to the Class Members and the other terms of the Settlement Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

18. Not Admissible as Evidence

- a) Neither the Settlement Agreement, nor anything contained herein, nor any of the negotiations or proceedings connected with it, nor any related document, nor any other action taken to carry out the Settlement Agreement shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, regulatory or administrative action or proceeding against the Released Persons.
- b) Notwithstanding the above, the Settlement Agreement may be referred to or offered as evidence in a proceeding to approve or enforce the Settlement Agreement, to defend against the assertion of Released Claims, and as otherwise required by law.

19. Notices

Any notification, request, instruction or other document to be given by one Party to the other (other than class-wide notification) shall be in writing (including email) and transmitted to:

If to the Representative Plaintiff: c/o M^e Joey Zukran
LPC AVOCAT INC.
5800 blvd. Cavendish, Suite 411
Montreal, Quebec, H4W 2T5
jzukran@lpclex.com



If to the Defendant: c/o M^e Catherine McKenzie
IMK LLP
Place Alexis Nihon | Tower 2
3500 De Maisonneuve Boulevard West, Suite 1400
Montréal, Québec H3Z 3C1
cmckenzie@imk.ca

20. Jurisdiction of the Superior Court

The Court will retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement Agreement.

21. Governing Law

This Settlement Agreement is a transaction pursuant to articles 2631 and following of the *Civil Code of Quebec* and will be construed and enforced in accordance with and governed by the laws of the Province of Québec.

22. Miscellaneous Provisions

- a) The plural of any defined term in this Settlement Agreement includes the singular, and the singular of any defined term in this Settlement Agreement includes the plural, as the case may be.
- b) All of the Schedules to this Settlement Agreement are material and integral parts hereof and are fully incorporated by this reference.
- c) This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties.
- d) This Settlement Agreement and the Schedules attached constitute the entire agreement among the Parties, and supersedes prior exchanges, oral or in writing, between McDonald's Counsel and Class Counsel, including, without limitation, the Term Sheet of Settlement.
- e) Each counsel or other person executing this Settlement Agreement or any of its Schedules on behalf of any Party hereby warrants that such person has the full authority to do so.
- f) This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. A complete set of original counterparts will be filed with the Court.



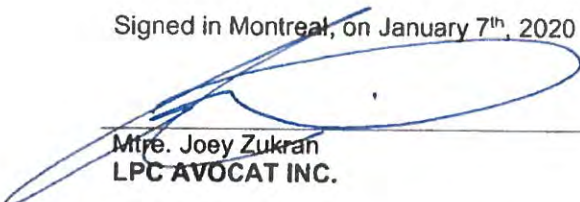
- g) The Parties hereby acknowledge that they have requested that this Settlement Agreement be drawn in English. *Les Parties reconnaissent avoir exigé que la présente transaction soit rédigée en anglais.*

Signed in Montreal, on January 7th, 2020



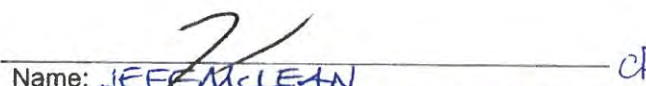
Antonio Bramante

Signed in Montreal, on January 7th, 2020



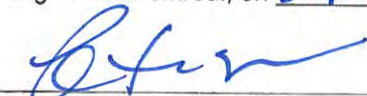
Mtre. Joey Zukran
LPC AVOCAT INC.

Signed in TORONTO on JANUARY 8, 2020



Name: JEFF MCLEAN CP
Title: SENIOR VICE PRESIDENT & CHIEF FINANCIAL OFFICER
Duly authorized representative of McDonald's
Restaurants of Canada Limited

Signed in Montreal, on JANUARY 8 2020



Mtre. Catherine McKenzie
IMK LLP

LA COUR SUPÉRIEURE A ORDONNÉ CET AVIS DE RÈGLEMENT DANS L'ACTION COLLECTIVE CONTRE LES RESTAURANTS McDONALD DU CANADA LIMITÉE

Un règlement proposé a été conclu dans le cadre d'une action collective contre les Restaurants McDonald du Canada Limitée (« **McDonald's** ») concernant tous les consommateurs qui ont acheté, entre le 15 novembre 2013 et le 15 avril 2020 au Québec, un jouet ou un Joyeux Festin pour une personne de moins de 13 ans présente dans un restaurant McDonald lors d'une campagne publicitaire destinée aux personnes de moins de 13 ans ayant pris place à l'intérieur de ce restaurant.

Conformément au règlement, McDonald's : (i) fera un paiement de 1 000 000 CAD \$ qui sera divisé également entre quatre fondations caritatives d'hôpitaux au Québec, soit la Fondation CHU Ste-Justine, la Fondation de l'Hôpital de Montréal pour enfants, la Fondation de l'Hôpital Général Juif et la Fondation du CHU de Québec; (ii) s'engagera à modifier certaines pratiques en ce qui concerne la publicité de ses campagnes pour les Joyeux Festins au Québec; et (iii) paiera les honoraires des procureurs du groupe d'un montant de 415 000 \$, taxes en sus, ainsi que les débours encourus jusqu'à un maximum de 25 000 \$. Il s'agit des seuls montants qui seront payés par McDonald's en vertu de la proposition de règlement qui doit encore être approuvée par le Tribunal.

Veillez lire le présent avis attentivement, car il peut affecter vos droits.

Si vous êtes en accord avec ce règlement, vous n'avez rien à faire.

Si vous désirez **vous exclure de la présente action collective**, vous devez aviser le greffier de la Cour supérieure du Québec du district de Montréal par courrier recommandé au 1, rue Notre Dame est, Montréal, Québec, H2Y 1B6 au plus tard le **15 juin 2020**. Assurez-vous de mentionner le numéro de dossier 500-06-000824-165 dans votre correspondance.

Si vous désirez vous **opposer au règlement**, vous avez jusqu'au **15 juin 2020** pour remplir le formulaire d'objection disponible sur le site des procureurs du groupe (www.lpclex.com/mcdonalds) ou pour les aviser par courriel (jzukran@lpclex.com).

L'audience pour approuver la proposition de règlement aura lieu au Palais de justice de Montréal le **18 juin 2020 à 9h30 en salle 2.08** et vous n'êtes **pas** tenu d'y assister si vous êtes en accord avec ce règlement.

Pour plus d'information ou de détails sur le règlement proposé, vous pouvez contacter les procureurs du groupe identifiés ci-dessous. Votre nom et l'information fournie resteront confidentiels. Veuillez ne pas contacter McDonald's ou les juges de la Cour supérieure. Le code QR visible plus bas vous donne accès direct à l'avis officiel détaillé de la Cour supérieure.

LPC Avocat inc.

Me Joey Zukran
5800, boulevard Cavendish, Bureau 411
Montréal (Québec) H4W 2T5

Téléphone : (514) 379-1572
Courriel: jzukran@lpclex.com
Site Internet: www.lpclex.com

THE SUPERIOR COURT HAS ORDERED THIS NOTICE OF A SETTLEMENT OF A CLASS ACTION IN *BRAMANTE v. McDONALD'S RESTAURANTS OF CANADA LIMITED*

A proposed settlement has been reached in a class action lawsuit against McDonald's Restaurants of Canada Limited ("**McDonald's**") regarding all consumers who purchased, between November 15, 2013 and April 15, 2020 in the Province of Québec, a toy or a Happy Meal for a person under 13 years of age present inside a McDonald's restaurant during an advertising campaign directed at persons under 13 years of age taking place inside the restaurant.

Pursuant to the settlement, McDonald's: (i) will make a payment of CAD \$1,000,000 to be divided equally among four charitable hospital foundations in the Province of Québec, namely the Fondation CHU Ste-Justine, the Montreal Children's Hospital Foundation, the Jewish General Hospital Foundation and the Fondation CHU de Québec; (ii) will make certain practice changes in relation to the advertising of its Happy Meal campaigns in the Province of Québec; and (iii) on top of the payment to the hospital foundations will pay legal fees to class counsel in the amount of CAD \$415,000 plus taxes and disbursements of up to CAD \$25,000. These are the only amounts that McDonald's must pay under the settlement that is still subject to Court's approval.

Your legal rights might be affected by the settlement. Read this notice carefully.

If you agree with this settlement, there is nothing for you to do.

If you wish to **opt-out of the class action**, you have until **June 15, 2020** to advise the registry of the Superior Court of Quebec, District of Montreal, at 1 Notre Dame Street East, Montreal, Quebec, H2Y 1B6, by registered mail. Please make sure to include file no. 500-06-000824-165 in your correspondence.

If you wish to **object to the settlement** you have until **June 15, 2020** to complete the objection form available on class counsel's website (www.lpclex.com/mcdonalds) or to advise class counsel by email (jzukran@lpclex.com).

The hearing to approve this settlement it will take place on **June 20, 2020 in room 2.08** at the Montreal Courthouse and you are **not** obligated to attend if you agree with this settlement.

For further information or details about the proposed settlement, you may contact class counsel identified below. Your name and any information provided will be kept confidential. Please do not contact McDonald's, or the judges of the Superior Court. The QR code appearing below will give you direct access to the full Settlement Agreement.

LPC Avocat Inc.

Me Joey Zukran
5800 Cavendish boulevard, Suite 411
Montreal, Quebec, H4W 2T5

Phone: (514) 379-1572
Email: jzukran@lpclex.com
Website: www.lpclex.com

Bramante v. Les Restaurants McDonald du Canada Limitée

Superior Court of Quebec no. 500-06-000824-165

OBJECTION FORM

Please use this form only if you object to the Court approving this Settlement Agreement or if you wish to make representations regarding the Settlement Agreement. Do not use this form if you wish to exclude yourself from the group covered by the class action.

IDENTIFICATION

Family name: _____ First name: _____

Home address: _____

Email address: _____

Phone number: _____

BY SIGNING THIS OBJECTION FORM YOU AFFIRM THAT YOU ARE MEMBER OF THE CLASS ACTION DESCRIBED AS FOLLOWS:

“Every consumer pursuant to the Québec Consumer Protection Act who, since November 15th, 2013 purchased in Québec for a child under 13 years of age then present inside a McDonald’s restaurant, a toy or Happy Meal, during an advertising campaign directed at children taking place inside the restaurant.”

REASONS FOR OBJECTING TO THE SETTLEMENT

[Please attach an additional page if the space above is insufficient.]

Signature: _____ Date: _____

Please send your duly completed form to the following address by June 15, 2020 at the latest:

LPC AVOCATS

Me Joey Zukran
5800 blvd. Cavendish, Suite 411
Montreal, Québec, H4W 2T5
Telephone: 514 379-1572
Fax: 514 221-4441
jzukran@lpclex.com

Bramante c. Les Restaurants McDonald du Canada Limitée

Cour supérieure du Québec no. 500-06-000824-165

FORMULAIRE D'OBJECTION

Veillez utiliser le présent formulaire uniquement si vous vous objectez à ce que le Tribunal approuve le Règlement ou si vous désirez faire valoir vos prétentions sur le Règlement. N'utilisez pas le présent formulaire si vous désirez vous exclure du groupe visé par l'action collective.

RENSEIGNEMENTS PERSONNELS

Nom de famille : _____ Prénom : _____

Adresse résidentielle : _____

Adresse courriel : _____

Numéro de téléphone : _____

EN SIGNANT CE FORMULAIRE D'OBJECTION, VOUS AFFIRMEZ ÊTRE MEMBRE DE L'ACTION COLLECTIVE DÉCRIT COMME SUIT :

« Tout consommateur au sens de la Loi sur la protection du consommateur du Québec qui, depuis le 15 novembre 2013, a acheté au Québec pour un enfant de moins de 13 ans alors présent dans un restaurant McDonald, un jouet ou un Joyeux festin, durant une campagne publicitaire destinée aux enfants à l'intérieur de tel magasin »

MOTIFS D'OBJECTION OU PRÉTENTION À L'ÉGARD DE LA TRANSACTION

[Veillez joindre une page additionnelle si l'espace ci-dessus est insuffisant.]

Signature : _____ Date : _____

Veillez envoyer votre formulaire dûment rempli à l'adresse suivant au plus tard le 15 juin 2020 :

LPC AVOCATS

Maître Joey Zukran
5800, boul. Cavendish, bureau 411
Côte St-Luc (Québec) H4W 2T5
Téléphone : 514 379-1572
Télec. : 514 221-4441
jzukran@lpclex.com

C A N A D A

PROVINCE DE QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Class Action)

NO: 500-06-000824-165

ANTONIO BRAMANTE

Representative Plaintiff

vs.

MCDONALD'S RESTAURANTS OF
CANADA LIMITED

Defendant

SETTLEMENT AGREEMENT
SCHEDULE "C" – PRESS RELEASE BY CLASS COUNSEL

Montréal, le [Date]: Le 14 novembre 2018, la Cour supérieure du Québec a autorisé un demandeur à intenter, à titre de représentant des membres du groupe, une action collective contre les Restaurants McDonald du Canada Limitée (« **McDonald's** »). L'action collective alléguait que McDonald's n'avait pas respecté la *Loi sur la protection du consommateur* (« **LPC** ») en ce qui a trait à l'affichage des jouets des Joyeux Festins dans ses restaurants situés au Québec. McDonald's a toujours nié ces prétentions et réitère s'être conformée aux dispositions applicables de la LPC. McDonald's et le demandeur ont décidé de régler hors cours l'action collective, et ce sans admission de responsabilité aucune, au moyen de concessions mutuelles, tel que plus amplement détaillé à l'Avis de règlement dont copie est disponible sur le site internet des procureurs du représentant (www.lpclex.com/mcdonalds). Les parties ont estimé que la poursuite de l'action collective, et les coûts associés, ne serait pas à leur bénéfice, et que le Règlement constitue une résolution acceptable de ce dossier pour chacune d'elles.

Pour toute question, veuillez contacter :

Procureurs du représentant des membres du groupe:

M^e Joey Zukran
LPC AVOCAT INC.
5800 blvd. Cavendish, Suite 411
Montréal, Quebec, H4W 2T5
jzukran@lpclex.com

Procureurs de McDonald's:

Me Catherine McKenzie
IMK LLP
Place Alexis Nihon | Tour 2
3500 De Maisonneuve Boulevard Ouest, Suite 1400
Montréal, Québec H3Z 3C1
cmckenzie@imk.ca

Montreal, [Date]: On November 14, 2018, the Superior Court of Quebec authorized a representative plaintiff to bring a class action lawsuit against McDonald's Restaurants of Canada Limited ("**McDonald's**"). It was alleged that McDonald's did not comply with the Quebec *Consumer Protection Act* ("**CPA**") with regard to the display of Happy Meal toys inside its Quebec restaurants. McDonald's has always denied these allegations and reiterates that it has complied with the provisions of the CPA. The representative plaintiff and McDonald's have agreed to settle the class action on a without prejudice or admission basis, by way of mutual concessions, as more fully outlined in the Settlement Agreement, a copy of which is posted online on the Class Counsel's website (www.lpclex.com/mcdonalds). The parties concluded that further conduct of the class action and the associated costs would be of little benefit to either party, and that the Settlement Agreement provides for a mutually acceptable resolution of the matter.

For any inquiries, contact:

Class Counsel:

M^e Joey Zukran
LPC AVOCAT INC.
5800 blvd. Cavendish, Suite 411
Montreal, Quebec, H4W 2T5
jzukran@lpclex.com

Counsel for McDonald's:

Me Catherine McKenzie
IMK LLP
Place Alexis Nihon | Tower 2
3500 De Maisonneuve Boulevard West, Suite 1400
Montréal, Québec H3Z 3C1
cmckenzie@imk.ca