

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Class Actions)

NO: 500-06-001073-200

(ENGLISH TRANSLATION)

ELISABETTA BERTUCCI

Plaintiff

v.

**SOCIÉTÉ DES LOTERIES DU QUÉBEC
INC. (LOTO-QUÉBEC)**

and

**LA SOCIÉTÉ DES CASINOS DU
QUÉBEC INC.**

Defendants

and

IGT CANADA SOLUTIONS ULC

Impleaded Party

SETTLEMENT AGREEMENT, TRANSACTION AND RELEASE

(Art. 590 *CCP* and art. 2631 *CCQ*)

I. PREAMBLE

- A. WHEREAS** on February 10, 2021, The Honorable Martin F. Sheehan, JSC, authorized Elisabetta Bertucci (the "**Plaintiff**") to institute a class action against the Société des Loteries du Québec inc. and the Société des casinos du Québec inc. (collectively, "**Loto-Québec**") in Superior Court file number 500-06-001073-200 on behalf of the following class:

All persons who, between July 9, 2019 and the date of publication of the notices to members of the judgment authorizing the class action, paid a sum of money to Loto-Québec to play Texas Hold'em Poker on the OK Poker platform;

- B. WHEREAS** on February 15, 2021, the Plaintiff filed an originating application to bring a class action against Loto-Québec on behalf of the Class (the “**Class Action**”);
- C. WHEREAS** the members of the Class have been duly notified that they had until April 29, 2021, to opt out of the Class Action;
- D. WHEREAS** the Plaintiff alleges that between July 9, 2019, and May 18, 2020, only players using an iPad could see the muck cards discarded by the winners of uncontested hands in the hand history on the OK Poker platform and, therefore, players using an iPad would have obtained an unfair advantage over players using a computer to play Texas Hold'em Poker on the OK Poker platform, which, according to the Plaintiff, would constitute a fault under the Civil Code of Quebec and/ or a violation of sections 41, 221(g) or 228 of the Consumer Protection Act and that the members of the Class would be entitled to claim compensatory and punitive damages in this regard (the “**Claims**”);
- E. WHEREAS** on March 31, 2021, Loto-Québec filed a third-party claim to bring the OK Poker platform provider, IGT Canada Solutions ULC (“**IGT**”, and collectively with Loto-Québec, the “**Defendants**”) in the Class Action;
- F. WHEREAS** the Defendants deny any fault or liability with respect to the Claims and the facts alleged in the Class Action, and they have asserted and/or intend to assert numerous means of defence;
- G. WHEREAS** on April 27, 2022, after extensive independent and good faith discussions and negotiations between the Plaintiff and the Defendants (collectively, the “**Parties**”), represented by Class Counsel, Counsel for Loto-Québec and Counsel for IGT, the Parties have entered into an agreement in principle to settle the Class Action amicably, completely and definitively between themselves and with respect to the members of the Settlement Class, including all Claims arising therefrom or relating thereto directly or indirectly;
- H. WHEREAS** this Settlement, Transaction and Release Agreement (the “**Settlement Agreement**”) provides for details regarding the implementation and terms of the agreement in principle reached on April 27, 2022;
- I. WHEREAS** this Settlement Agreement is entered into without admission of any kind, both as to the facts alleged in the Class Action and with respect to the Claims and any similar individual or collective claim;
- J. WHEREAS** according to Loto-Québec's estimate, the Settlement Class is comprised of approximately 24,546 members;

- K. WHEREAS** this Settlement Agreement provides that \$171,822 CAD shall be divided equally between class Members claiming a Cheque and Members claiming a Credit (as defined hereunder), up to a maximum of \$45 CAD per member, and that Class Counsel Fees and Expenses and Settlement Administration Fees will be paid in addition to the benefits provided to Class Members.
- L. WHEREAS** after analyzing the Class Action and the Claims, and taking into account the risks, burdens of proof and costs associated with litigation, including the risk, uncertainty and long delays in first instance and on appeal, and since the method of settlement of the Claims provided for in this Settlement Agreement is fair, equitable and cost-effective, Plaintiff and Class Counsel conclude that it is fair, reasonable and in the best interest of Settlement Class Members;
- M. WHEREAS** the Defendants conclude that this Settlement Agreement is desirable to avoid the time, risk and expense associated with defending the Class Action and to fully and finally resolve the pending and potential Claims brought by the members of the Settlement Class in relation to the Class Action;
- N. WHEREAS** the Parties wish to settle the Class Action and settle all matters relating to the Claims and the Class Action and to ensure that no other proceedings, actions or disputes will be brought regarding the Claims and the Class Action, and that they have the intention that this Settlement Agreement be so construed;
- O. WHEREAS** the Parties agree that the settlement contemplated by this Settlement Agreement constitutes a fair, reasonable and adequate resolution of the Claims;
- P. WHEREAS** the Parties seek and intend to obtain Court approval of the Class Action Settlement Agreement;
- Q. WHEREAS** the Parties expressly acknowledge that this Settlement Agreement and its approval by the Court, if any, do not constitute and shall not be considered or construed as an admission, acknowledgment or proof of fault, violation of a law, liability or the existence of damages of any kind by the Defendants;

FOR THESE REASONS, in consideration of the covenants, understandings, releases and reservations set forth and the terms of this Settlement Agreement, and subject to the Final approval of this Settlement Agreement by the Court, the Parties agree as follows:

II. DEFINITIONS

1. For the purposes of this Settlement Agreement, in addition to terms that are defined elsewhere, the following terms have the meaning given to them below. The plural also includes the singular and vice versa.

- (a) **“Active Settlement Class Members”** means all Settlement Class Members except Self-Excluded Settlement Class Members;
- (b) **“Application for Class Counsel Fees and Expenses”** means the application made in Court by Class Counsel for Class Counsel Fees and Expenses, which can be done simultaneously with the Application for Settlement Approval;
- (c) **“Application for Settlement Approval”** means the application made by the Plaintiff in the Class Action for approval of the Settlement Agreement and ancillary remedies, pursuant to paragraph 15 of this Settlement Agreement;
- (d) **“Approval Order”** means the order of the Court approving the present Settlement Agreement;
- (e) **“Approved Fees”** means the total amount of Class Counsel Fees and Expenses, if any, approved and awarded to Class Counsel by the Court;
- (f) **“Bounce Back”** means an email that is returned to the sender because it cannot be delivered for any reason whatsoever;
- (g) **“Cheque”** means a Cheque issued by the Settlement Administrator to a Self-Excluded Settlement Class Member pursuant to paragraphs 25 and following of this Settlement Agreement;
- (h) **“Claims for Cheque”** means all claims for Cheque submitted by an Active Settlement Class Member to the Settlement Administrator pursuant to this Settlement Agreement;
- (i) **“Claims for Credit”** means all claims for Credit submitted by an Active Settlement Class Member to the Settlement Administrator pursuant to this Settlement Agreement;
- (j) **“Class”** means all persons who, between July 9, 2019, and the date of publication of the notices to members of the judgment authorizing the class action, namely March 15, 2021, paid an amount to Loto-Québec to play Texas Hold'em Poker on the OK Poker platform;
- (k) **“Class Action Webpage”** means the webpage <https://lpclex.com/fr/poker/> linked by Class Counsel to their firm's website;
- (l) **“Class Counsel”** means the law firm of LPC Avocats Inc.;
- (m) **“Class Counsel Fees and Expenses”** means an amount not to exceed \$90,000 CAD, plus applicable sales taxes, payable by the Defendants with

respect to all fees, costs, disbursements, and taxes requested by Class Counsel, in their own name and in the name of any other lawyer, expert and/or consultant acting for or engaged by the Plaintiff in relation to the Class Action, as well as any amounts to be reimbursed to the Fonds d'aide aux actions collectives (the "**Fonds**");

- (n) "**Class Member**" means any person who falls within the definition of the Class;
- (o) "**Class Period**" means the period from July 9, 2019 to March 15, 2021;
- (p) "**Counsel for IGT**" means the law firm of Osler, Hoskin & Harcourt LLP;
- (q) "**Counsel for Loto-Québec**" means the law firm of Torys LLP;
- (r) "**Court**" means the Superior Court of Québec.
- (s) "**Credit**" means a Credit issued by the Defendants to a Settlement Class Member pursuant to paragraphs 19 and following of this Settlement Agreement. The Credit will be applied to the Espacejeux account of Settlement Members claiming a Credit and can be used for any online game available on lotoquebec.com or cashed out.
- (t) "**Deadline for Submitting a Claim**" means sixty (60) days after the Post-Approval Notice is sent by the Settlement Administrator and is the date on which all Claims for Credit and all Claims for Cheque must be received by the Settlement Administrator to be considered valid. The Deadline for submitting a Claim for Credit will be clearly stated on the Settlement Administrator Webpage and on the Post-Approval Notice;
- (u) "**Effective Date of the Settlement**" means the business day following the date on which all appeal rights relating to the last approval order issued in the Class Action have expired (including the 30-day appeal period) or have been exhausted so as to permit the Settlement Agreement to be implemented in accordance with its terms;
- (v) "**Final**" means, when this term is used to describe a judgment or an order, the moment when this judgment or order was rendered and when all rights of appeal arising therefrom have been exhausted, such that this judgment or this order has acquired the res judicata status;
- (w) "**Hearing on the Approval of the Settlement Agreement**" designates the hearing to be held before the Court to seek approval of this Settlement Agreement;

- (x) **“List of Active Settlement Class Members”** means the list prepared by Loto-Québec of Active Settlement Class Members, their names and the email address associated with their respective Espacejeux account;
- (y) **“List of Self-Excluded Settlement Class Members”** means the list prepared by Loto-Québec of Self-Excluded Settlement Class Members, their respective names and mailing addresses;
- (z) **“List of Members Claiming a Credit”** means the list prepared by the Settlement Administrator of Members requesting a Credit;
- (aa) **“List of Members Claiming a Cheque”** means the list prepared by the Settlement Administrator of Members requesting a Cheque;
- (bb) **“Loto-Québec Self-Exclusion Program”** means the program by which a person authorizes Loto-Québec to block his Espacejeux account for a fixed time period ranging from three months to five years;
- (cc) **“Members Claiming a Cheque”** means Active Settlement Class Members claiming a Cheque under this Settlement Agreement, following its approval by the Court, by following the procedure set forth in paragraphs 25 and following of this Settlement Agreement after receiving the Post-Approval Notice;
- (dd) **“Members Claiming a Credit”** means Active Settlement Class Members claiming a Credit under this Settlement Agreement, following its approval by the Court, by following the procedure set forth in paragraphs 19 and following of this Settlement Agreement after receiving the Post-Approval Notice;
- (ee) **“Post-Approval Notice”** means the notice, substantially in the form of Schedule B, that will be provided to Active Settlement Class Members advising them that the Settlement Agreement has been approved by the Court in the manner described in paragraph 17 of this Settlement Agreement, or in any other form, or by any other means approved by the Court;
- (ff) **“Pre-Approval Application”** means the application that will be made in the Class Action to have the form and manner of the Pre-Approval Notice approved, to obtain the Pre-Approval Order and any other incidental relief, pursuant to paragraph 9 of this Settlement Agreement;
- (gg) **“Pre-Approval Notice”** means the notice, substantially in the form of Schedule A, that will be provided to Settlement Class Members prior to the Settlement Approval Hearing in the manner described in paragraph 12 of

this Settlement Agreement, all as approved and ordered by the Court, or in any other form, or by any other means approved by the Court;

- (hh) **“Pre-Approval Order”** means the order of the Court approving the Pre-Approval Notice;
- (ii) **“Proportional Value of Settlement Amount”** means the Settlement Amount divided equally between Members claiming a Cheque and Members claiming a Credit, up to a maximum of \$45 CAD per member.
- (jj) **“Released Claim”** means any claim, demand or cause of action of any kind, whether known or not, whether crystallized or not, whether tort, contractual or extracontractual, based on a statute of federal or provincial jurisdiction, which the Plaintiff or any Class Member has had, currently has or may have against the Released Persons arising out of, or in any way related to, the Class Action allegations and the Claims;
- (kk) **“Releasing Persons”** means Plaintiff, on behalf of itself and the Settlement Class, and all Settlement Class Members, as well as their, heirs, liquidators, assigns, representatives, agents, mandataries, guardians, curators and respective assigns;
- (ll) **“Released Persons”** means the Defendants, including IGT, and each of their parent companies, as well as their subsidiaries, affiliates, related companies, divisions, associates, partners, insurers, shareholders, predecessors, successors, assigns, officers, directors, agents, managers, servants, employees, attorneys, advisers, consultants, representatives, agents, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and their respective past and present predecessors, heirs and assigns;
- (mm) **“Self-Excluded Settlement Class Members”** means any person who falls within the definition of the Settlement Class and who, as of the date of the Pre-Approval Notice, is registered in the Loto-Québec Self-Exclusion Program and to whom Loto-Québec is committed not to communicate during the period of self-exclusion determined as well as for a period of twelve months following this period;
- (nn) **“Settlement”** means the settlement provided for in this Settlement Agreement;
- (oo) **“Settlement Administrator”** means Velvet Payments and/or any employee of such company, such company having been appointed by the Parties to administer the Settlement Amount in accordance with the terms of this Settlement Agreement, or such other person or company as may be

identified by court order for the purposes of administering the Settlement Agreement;

- (pp) **“Settlement Administration Fees”** means (a) the amount of \$21,483.36 CAD, plus applicable sales taxes, payable by the Defendants to the Settlement Administrator upon receipt of an offer of service and supporting invoice(s) for fees, disbursements, expenses, costs and other amounts incurred in administering the Settlement Amount (the **“Administration Fees Payable by the Defendants”**) and, if applicable, (b) any other additional amount required for the administration of the Settlement payable by Class Counsel to the Settlement Administrator out of the Approved Fees (the **“Additional Administration Fees”**);
- (qq) **“Settlement Agreement”** means the present Settlement Agreement, Transaction and Release, including its preamble, definitions and schedules;
- (rr) **“Settlement Amount”** means the amount of \$171,822 CAD. For greater clarity, this amount excludes Class Counsel Fees and Expenses and Settlement Administration Fees, which will be paid in addition to the benefits provided to Class Members.
- (ss) **“Settlement Class”** means all persons who fall within the definition of the Class who have not made a valid request to be excluded from the Class Action;
- (tt) **“Settlement Class Members”** means any person who falls within the definition of the Settlement Class;
- (uu) **“Settlement Administrator Webpage”** means the web page www.velvetpayments.com/poker linked by the Settlement Administrator from its website;
- (vv) **“Settling Parties”** means, collectively, the Releasing Persons, the Plaintiff and the Released Persons.
- (ww) **“Withholding of the Fonds”** means, if applicable, the amounts due to the Fonds pursuant to the Act respecting the Fonds d'aide aux actions collectives, CQLR c F-3.2.0.1.1, the Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives, CQLR c F-3.2.0.1.1, r.2, and applicable laws in Québec.

III. PREAMBLE, DEFINITIONS AND SCHEDULES INCLUDED

- 2. The preamble, definitions and schedules form an integral part of this Settlement Agreement.

IV. BEST EFFORTS

3. The Parties undertake to use their best efforts to obtain the approval of this Settlement Agreement by the Court.

V. NULLITY IN CASE OF REFUSAL OF APPROVAL

4. This Settlement Agreement is entered into for settlement purposes only and is subject to a final Approval Order by the Court.
5. In the event that the Court refuses to approve this negotiated Settlement Agreement, it will terminate, become null and void and will not create any rights or other obligations for the Parties or the Settlement Class Members. The Parties will be returned to their positions as they were prior to the signing of this Settlement Agreement.
6. Notwithstanding the foregoing, paragraphs 4, 7, 49, 50 and 53 shall survive the termination of this Settlement Agreement.

VI. NO ADMISSION OF LIABILITY

7. Neither the existence of this Settlement Agreement, nor the contents hereof, nor any action taken hereunder constitutes or shall be construed as an admission of the validity of any claim or allegation of fact which has been or could have been made by Plaintiff, Class Members or Defendants, or as an admission by Defendants with respect to any defect or wrongdoing, violation of any law or liability of any kind.

VII. NOT ADMISSIBLE AS EVIDENCE

8. The Settlement Agreement or any other reference herein, any negotiation or proceeding related thereto, any other document related thereto, any other action taken to bring the Settlement Agreement to fruition shall not be filed or admitted into evidence, referred to or cited by any Settling Party 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 Agreement; 2) in any action relating to any of the Settlement Class Members in support of a defense of res judicata, collateral estoppel, release, good faith settlement, bar or reduction of judgment, any other theory of estoppel or estoppel relating to any matter in dispute, or other similar defense or counterclaim.

VIII. PROCESS OF PRE-APPROVAL

9. Following the execution of this Settlement Agreement, the Plaintiff will submit the Pre-Approval Application to seek orders to notably:
 - (a) approve the form and means of dissemination of the Pre-Approval Notice in accordance with this Settlement Agreement;
 - (b) authorize Loto-Québec to send the Pre-Approval Notice by individualized email to Self-Excluded Settlement Class Members;
 - (c) determine how Settlement Class Members may submit comments or objections to the Settlement Agreement, and the time limit to do so.
10. Plaintiff will submit the Pre-Approval Request within twenty (20) days of the execution of this Settlement Agreement or as soon as the Court permits.
11. Upon request, Class Counsel will promptly provide Counsel for Loto-Québec and Counsel for IGT with a copy of all comments or objections received following the publication of the Pre-Approval Notice.

IX. COMMUNICATION AND DISTRIBUTION OF THE PRE-APPROVAL NOTICES

12. The Pre-Approval Notice will be disseminated within ten (10) days of the date of the Pre-Approval Order, in substantially the same form as set forth in Schedule A to this Settlement Agreement, or in any other form dictated by the Court, as follows:
 - (a) Loto-Québec will send a bilingual copy (in French and English) of the Pre-Approval Notice to each Settlement Class Member by email, to the email address associated with their Espacejeux account, no attempt of subsequent notice being required in the event of a Bounce Back;
 - (b) Class Counsel will post the Settlement Agreement, together with the French and English versions of the Pre-Approval Notice, on the Class Action Webpage for at least forty-five (45) days following the Pre-Approval Order;
 - (c) Class Counsel will publish the Settlement Agreement, as well as the French and English versions of the Pre-Approval Notice in the Class Action Registry of the Superior Court of Quebec and in the National Directory of Class Actions of the Canadian Bar Association; and
 - (d) Class Counsel will send an email to all persons who have registered on their Class Action Web Page (www.lpclex.com/poker) up to the date of the judgment approving the Pre-Approval Notices, informing them of the settlement and containing a hyperlink to the Pre-Approval Notice.

13. The Pre-Approval Notice will provide the URL (with a hyperlink to the Pre-Approval Notice emailed) of the Class Action Webpage. On this webpage, Settlement Class Members will have access to Class Counsel contact information, the Pre-Approval Notice and other information.
14. Distribution of the Pre-Approval Notice as described above will be made at least thirty (30) days prior to the Settlement Approval Hearing. Settlement Class Members shall have at least thirty (30) days following the communication and posting of the Pre-Approval Notice to provide comments or objections regarding the Settlement Agreement to Class Counsel in accordance with the modalities set forth in Schedule A hereto.

X. APPLICATION FOR APPROVAL

15. At least thirty (30) days following the communication and posting of the Pre-Approval Notice, or as soon as the Court permits, the Plaintiff shall submit the Application for Settlement Approval to the Court and request that it:
 - (a) declare that this Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class Members;
 - (b) approve this Settlement Agreement and direct that the Parties and Settlement Class Members comply with it;
 - (c) approve Class Counsel Fees and Expenses;
 - (d) declare that the Class Action is settled out of court;
 - (e) authorize Loto-Québec to disclose to the Settlement Administrator the List of Active Settlement Class Members and the List of Self-Excluded Settlement Class Members; and
 - (f) make any order it deems necessary to facilitate the approval, enforcement or administration of this Settlement Agreement.

XI. COMMUNICATION OF THE POST-APPROVAL NOTICE

16. Within ten (10) days of the Effective Date of the Settlement, Loto-Québec will provide the Settlement Administrator with the List of Active Settlement Class Members and the List of Self-Excluded Settlement Class Members;
17. The Post-Approval Notice will state, among other things:
 - (a) the approval of the Settlement Agreement by the Court; and

- (b) the nature of the Settlement Agreement and the procedure to be followed by Settlement Class Members in order to claim a Credit or, in the case of Self-Excluded Settlement Class Members, a Cheque.
- 18. The Post-Approval Notice in a form substantially identical to that set forth in Schedule B to this Settlement Agreement, or in such other form as the Court directs, will be disseminated within the fifteen (15) days following the Effective Date of the Settlement as follows:
 - (a) the Settlement Administrator will send a bilingual copy (in English and French) of the Post-Approval Notice (1) in a form substantially identical to that set forth in Schedule B.1, to each Active Settlement Class Member and (2) in a form substantially identical to that set forth in Schedule B.2, to each Self-Excluded Settlement Class Member. The dissemination of the Post-Approval Notice will be done by email to the email address associated with their Espacejeux account, all using the information contained in the List of Active Settlement Class Members provided by Loto-Québec and, respectively in the List of Self-Excluded Settlement Class Members, no subsequent notification attempt being required in the event of a Bounce Back. The Post-Approval Notice sent to Active Settlement Class Members shall include a hyperlink and a clear message indicating that Active Settlement Class Members have sixty (60) days to click on the hyperlink included in the Post-Approval Notice in order to claim a Credit under this Settlement Agreement. The Post-Approval Notice sent to Self-Excluded Settlement Class Members shall include a hyperlink and a clear message that Self-Excluded Settlement Class Members have sixty (60) days to click on the hyperlink included in the Post-Approval Notice in order to claim a compensation equivalent to the Proportional Value of Settlement Amount, which shall be paid to them in the manner set forth in paragraphs 25 through 27 below.
 - (b) Class Counsel will publish the French and English versions of the Post-Approval Notice in the Class Action Registry of the Superior Court of Quebec.

XII. DISTRIBUTION OF CREDITS AND CHEQUES

A. Active Settlement Class Members

- 19. The recovery of claims under this Settlement Agreement is collective, but Active Settlement Class Members will be subject to an individual claims process. The Post-Approval Notice will provide Active Settlement Class Members with a hyperlink to click on if they wish to claim a Credit. This process will allow the Settlement Administrator to immediately identify each Active Settlement Class

Member who clicks on such hyperlink as a Member Claiming a Credit. Active Settlement Class Members eligible for credit will not be required to provide any further information or take any further action. If the Settlement Administrator receives a Bounce Back using the email addresses contained in the Active Settlement Class Members List, no further action will be required on the part of the Settlement Administrator or the Parties to communicate with such member.

20. From the date of the Post-Approval Notice, Active Settlement Class Members will have sixty (60) days to click on the hyperlink to indicate that they wish to claim a Credit and be considered as Member Claiming a Credit. The Settlement Administrator will re-send the Post-Approval Notice thirty (30) days after the initial dissemination date to Active Class Members who have not yet submitted a Claim for Credit. All Claims for Credit from Active Settlement Class Members must be submitted and received by the Settlement Administrator by the Deadline for Claiming a Credit. The Deadline for Claiming a Credit will be clearly stated in the Post-Approval Notice, on the Class Action webpage and on the Settlement Administrator webpage. Active Settlement Class Members who do not Claim a Credit by the Deadline to Claim a Credit will no longer be eligible to receive Credit under this Settlement Agreement but will be bound by the remaining terms and conditions.
21. For greater clarity, Active Settlement Class Members whose Espacejeux accounts are closed or suspended at the date of the Post-Approval Notice, or are closed or suspended between this date and the date set forth at paragraph 23 below, will be precluded from claims and receiving a Credit, but shall remain bound by the other terms and conditions of this Settlement Agreement and the Deadline for Submitting a Claim are not required to claim the Credit. The Proportional Value of the Settlement Amount that they might otherwise claim or receive will be distributed as provided in paragraph 29 below.
22. The Settlement Administrator will provide Counsel for Loto-Québec, within five (5) Days after the Deadline for submitting a Claim for Credit, with the List of Members claiming a Credit.
23. Within sixty (60) Days following Loto-Québec's receipt of the List of Members Claiming a Credit from the Settlement Administrator, each Member claiming a Credit will receive a Credit applied to their Espacejeux account that can be used any online game available on lotoquebec.com or cashed in a value equivalent to the Proportional Value of the Settlement Amount.
24. For greater clarity, before applying the Credits as described in paragraph 23 above, Loto-Québec shall verify whether any Members on the List of Members Claiming a Credit have enrolled in Loto-Québec's Self-Exclusion Program since the first date of dissemination of the Post-Approval Notice. If so, they shall be

treated as Members Claiming a Cheque and shall instead receive a Cheque as provided by paragraph 27 below.

B. Self-Excluded Settlement Class Members

25. The recovery of claims under this Settlement Agreement is collective, but Self-Excluded Settlement Class Members will be subject to an individual claims process. The Post-Approval Notice will provide Self-Excluded Settlement Class Members with a hyperlink to click on if they wish to claim a Cheque. This claim process will allow the Settlement Administrator to immediately identify each Self-Excluded Settlement Class Member who clicks on the hyperlink as a Member claiming a Cheque. Members requesting a Cheque shall provide their mailing address to the Settlement Administrator to enable the mailing of Cheques as provided in paragraph 27 below. If the Settlement Administrator receives a Bounce Back using the email addresses contained in the List of Self-Excluded Settlement Class Members, no further action shall be required by the Settlement Administrator or the Parties to contact said Self-Excluded Settlement Class Members.
26. From the date of the Post-Approval notice, Self-Excluded Settlement Class Members shall have sixty (60) days to click on the hyperlink to claim a Cheque and be considered a Member Claiming a Cheque. The Settlement Administrator shall send a reminder email with the Post-Approval Notice thirty (30) days after the Post-Approval Notice is first sent to Self-Excluded Settlement Class Members who have not yet submitted a Claim for Cheque. All Claims for Cheque from Self-Excluded Class Members must be submitted to and received by the Settlement Administrator by the Deadline for Submitting a Claim. The Deadline for Submitting a Claim will be clearly indicated in the Notice of Approval of the Settlement Agreement, on the Class Action Web Page and on the Settlement Administrator's Web Page. Self-Excluded Settlement Class Members who do not submit a Cheque Claim by the Deadline for Submitting a Claim will no longer be eligible to receive compensation under this Settlement Agreement but will be bound by the other terms and conditions.
27. The Settlement Administrator shall provide Loto-Québec's Counsel, five (5) days after the Deadline for Submitting a Claim, with the List of Members Claiming a Cheque. Within sixty (60) Days of Loto-Québec's receipt of the List of Members Claiming a Cheque from the Settlement Administrator, a Cheque in the amount of the Proportional Value of Settlement Amount in Canadian Dollars shall be mailed by the Settlement Administrator to each Member Claiming a Cheque.
28. The cost of the mailing described in paragraph 27 shall be included in the Settlement Administration Fee.

C. Balance of the Settlement Amount

29. If the maximum of \$45 CAD per member described in paragraph 1(ii) is reached and, as a result, a portion of the secured value of the Settlement Amount remains undistributed to Settlement Class Members, the Defendants agree to pay this remaining balance, in the form of a *cy-pres* distribution, to the organization *Jeu: Aide et Référence* within thirty (30) days following the expiry of the delay provided for in paragraph 23.

XIII. ADMINISTRATION OF THE SETTLEMENT

30. Promptly after the Pre-Approval Order, the Settlement Administrator will perform its processing and administrative obligations under this Settlement Agreement.
31. The Defendants agree to pay the Settlement Administrator the Administration Fee payable by the Defendants in an amount not exceeding \$21,483.36 CAD within [30] days of receipt of invoice(s), proof(s) of fees, disbursements, expenses, costs and other amounts incurred in administering the Settlement Amount.
32. Class Counsel undertake, if applicable, to pay the Administrator Additional Administration Fees out of the Approved Fees and Expenses to the extent that an additional amount to the Administration Fees payable by the Defendants would be required to implement the Settlement.

XIV. WEBSITE OF THE CLASS ACTION

33. Throughout the period that the Class Action Webpage is required to remain “live” pursuant to this Settlement Agreement, Class Counsel and the Defendants will agree to the content posted on this page. The Parties agree that the Class Action Webpage will be similar and in the same format as the “Settlements” section and the current Class Counsel website pages (which include an image and a summary of the terms of the settlement). In addition to any other information required in this Settlement Agreement, the web page must explain how persons who consider themselves Settlement Class Members may contact Class Counsel to obtain or provide additional information or documents.

XV. CLASS COUNSEL FEES AND EXPENSES

34. The Defendants agree to pay Class Counsel, in full and final compensation for their legal fees, disbursements and costs, the sum of \$90,000 CAD plus taxes, or any other lesser amount that the Court will approve, payment of which must be remitted to Class Counsel within [ten] days from the date on which the judgment of the Court approving such fees, disbursements and legal costs shall be Final. In the event that amounts are owed by Class Counsel to the Fonds to repay advances or other payments made by the Fonds, such amounts will be paid by Class Counsel from the Class Counsel Fees and Expenses.

35. Class Counsel will be responsible for filing and submitting the Fees and Expenses Application to the Court requesting payment of their fees, disbursements and expenses.
36. This Settlement Agreement will not be void if the Court does not approve Class Counsel Fees, or if they are approved for less than the amount set forth in paragraph 34 hereof. Any order or proceeding regarding Class Counsel Fees and Expenses, or any appeal of any order relating thereto or any rescission or variation thereof, shall not terminate or void the Settlement Agreement.
37. For clarity, if Class Counsel Fees and Expenses are not approved or are approved for less than the amount set out in paragraph 34 hereof, the Settlement Amount will not be increased.
38. The Defendants will not contest the Fees and Expenses Application and will not make any representations other than that they have agreed to pay this amount.

XVI. RELEASE

39. From and after the Effective Date of the Settlement, Releasing Persons fully, finally and forever discharge, acquit, and discharge Released Persons from Released Claims.

XVII. NO OTHER AMOUNT TO PAY

40. Other than paragraphs 23, 27, 29, 31 and 34, Defendants shall not be liable to pay any other amounts, costs or fees to Plaintiff, Settlement Class Members, Class Counsel or the Settlement Administrator.

XVIII. GENERAL PROVISIONS

41. The Parties and their attorneys represent and warrant that they have not entered into any agreement with the Plaintiff, a representative of the Settlement Class or any other Settlement Class Member and that they have not promised any payment or other value in connection with this matter or this Settlement, except with respect to participation, as Settlement Class Members, in the Credits and distribution provisions of this Settlement Agreement.
42. The Parties agree that they will not issue any press release, joint or individual, regarding this Settlement Agreement or any other matter relating thereto. The Parties further agree that they will not otherwise seek media coverage in connection with the Settlement Agreement. No press releases will be issued by Class Counsel in connection with this Settlement Agreement, including on social media platforms, and Class Counsel will not otherwise seek media coverage in connection with the Settlement Agreement. Notwithstanding the foregoing, Class

Counsel and Defendants may comment on the settlement, without disparaging the other Party, if requested by media representatives in unsolicited interviews. Any such comments will be limited to promoting the virtues of the settlement and encouraging Settlement Class Members to timely claim their Credit or Cheque.

43. Each person, acting as attorney or otherwise, who signs this Settlement Agreement or any of its Schedules on behalf of a Party hereby warrants that it has full authority to do so.
44. This Settlement Agreement, including its Schedules, shall constitute the entire agreement between the Settling Parties and shall not be subject to any change, amendment or addition and modification without the express written consent of all Parties to the Agreement. This Settlement Agreement supersedes all prior negotiations and proposed agreements, written or oral.
45. Class Counsel, on behalf of the Settlement Class Members, are expressly authorized by Plaintiff to take all appropriate actions required or permitted by the Settlement Class under the Settlement Agreement to give effect to its terms, and are expressly authorized to make, on behalf of the Settlement Class Members, any amendment to the Settlement Agreement that Class Counsel deems appropriate.
46. The Parties acknowledge that they intend to implement the Settlement Agreement. They agree to cooperate to the extent reasonably necessary to enforce all terms and conditions of the Settlement Agreement.
47. It is the intention of the Parties that this Settlement Agreement constitute the final and complete resolution of all disputes between them with respect to the Claims and the Class Action. This Settlement Agreement shall not be deemed to be an admission by either Party of the merits of any claim or defense.
48. The Parties agree that the consideration provided to Settlement Class Members and the other terms of the Settlement Agreement were independently negotiated and in good faith, and reflect a settlement reached on a voluntary basis, after consultation with competent legal counsel.
49. Neither the Settlement Agreement nor any document executed pursuant to or in connection with the Settlement Agreement shall or may be deemed to be an acknowledgment or proof of the validity of any Released Claim or any fault or liability of any of the Defendants and may not be used as such. Neither the Settlement Agreement, nor any document executed pursuant to or in connection with the Settlement Agreement is or may be deemed to be acknowledgment or evidence of default, omission, fault or liability of any of the Defendants in any civil, criminal or administrative proceeding before a court, administrative body or other judicial entity and may not be used as such.

50. The Defendants have vigorously denied and continue to deny each of the allegations of liability and wrongdoing; they assert that they have strong factual and legal defenses to all alleged Claims and state that such Claims are without merit. Nevertheless, the Defendants have concluded that the legal action may be long and costly and that it is desirable to settle this litigation fully and definitively in the manner and under the conditions set out in the Settlement Agreement. Without admission of fault or liability of any kind, the Defendants accept the terms of the Settlement Agreement provided that all matters relating to the subject matter of the Class Action are hereby fully resolved.
51. Unless otherwise ordered by the Court, the Parties may mutually agree to reasonable extensions of time for the enforcement of any of the provisions of this Settlement Agreement.
52. The section headings contained in this Settlement Agreement are inserted for convenience only and do not in any way define, expand or describe the scope of the Settlement Agreement or the subject matter of any provision of same.
53. Except as otherwise provided herein, the Parties shall bear their own respective costs.
54. The calculation of time for the periods and deadlines provided for in this Settlement Agreement is made in accordance with article 83 of the *Code of Civil Procedure*, CQLR c. C-25.01.
55. This Settlement Agreement binds the Settlement Parties and inure to the benefit of them and, to the extent possible, their parent companies, as well as their subsidiaries, affiliates, related companies, divisions, associates, partners, insurers, shareholders, predecessors, successors, assigns, officers, directors, agents, managers, servants, employees, lawyers, advisers, consultants, representatives, agents, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, as well as their respective predecessors, heirs, successors and assigns, past, present and future.
56. The Court retains jurisdiction with respect to the implementation and enforcement of the provisions of the Settlement Agreement and the Parties submit to the jurisdiction of the Court for these purposes.
57. Any dispute or disagreement regarding the interpretation, application or implementation of this Settlement Agreement must be submitted to the Court by application, on reasonable notice.
58. The Parties acknowledge that they have had sufficient opportunity to read and consider this Settlement Agreement and to obtain such advice as they deem advisable with respect thereto.

59. This Settlement Agreement may be executed by the Parties hereto in counterparts, each of which shall constitute an original document and which together shall constitute one and the same instrument. The Parties agree that this provision also applies to copies sent by facsimile and e-mail.
60. This Settlement Agreement, including its Schedules, shall be interpreted and applied in accordance with the laws of Quebec and is governed by them.
61. The Parties have negotiated and considered in detail the terms of this Settlement Agreement, and the rule that any provision creating uncertainty or ambiguity shall be construed against its author shall not apply to the construing of this Settlement Agreement by a court or other adjudicating body. The wording of all parts of the Settlement Agreement, including its Schedules, shall be interpreted fairly.
62. The Settlement Agreement constitutes a transaction under articles 2631 and following of the *Civil Code of Québec*, CQLR c. CCQ-1991.
63. This Settlement Agreement is available in English and French. In the event of any inconsistency between the two versions, the French version of this Settlement Agreement shall prevail.
64. Whenever, under the terms of this Settlement Agreement, a person is required to give notice to or otherwise communicate with Class Counsel, Counsel for Loto-Québec or Counsel for IGT, the notice or communication will be sent to the persons and addresses listed below, unless such persons or their successors notify the other Parties in writing.

Class Counsel :

Joey Zukran
LPC Avocat Inc.
276, Saint-Jacques street, suite 801
Montréal (Québec) H2Y 1N3
Phone : 514.379.1572
Fax. : 514.221.4441
Email jzukran@lpclex.com

Counsel for Loto-Québec :

Sylvie Rodrigue, Ad. E.
Société d'avocats Torys S.E.N.C.R.L.
1, Place Ville Marie, suite 2880
Montréal (Québec) H3B 4R4
Phone : 514.868.5601
Fax : 514.868.5700
Email srodrigue@torys.com

Counsel for IGT :

Jessica Harding
Osler, Hoskin & Harcourt,
S.E.N.C.R.L./s.r.l.
1000, de la Gauchetière street West,
suite 2100
Montréal (Québec) H3B 4W5
Phone : 514.904.8108
Fax : 514.904.8101
Email jharding@osler.com

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as follows:

City : _____ Date : _____

City: _____ Date : _____

(signed) _____
LPC AVOCAT INC.
Class Counsel
Repr. par : Joey Zukran

(signed) _____
ELISABETTA BERTUCCI
Plaintiff

City : _____ Date : _____

City : _____ Date : _____

(signed) _____
SOCIÉTÉ D'AVOCATS TORYS S.E.N.C.R.L.
Defense Counsel
Repr. by : Sylvie Rodrigue, Ad. E.

(signed) _____
**SOCIÉTÉ DES LOTERIES DU QUÉBEC (LOTO-
QUÉBEC) and LA SOCIÉTÉ DES CASINOS DU
QUÉBEC INC.**
Defendants
Repr. by : Kevin Taylor

City : _____ Date : _____

City : _____ Date : _____

(signed) _____
OSLER, HOSKIN & HARCOURT,
S.E.N.C.R.L./S.R.L.
Counsel for IGT
Repr. by : Jessica Harding

(signed) _____
IGT CANADA SOLUTIONS ULC
Impleaded Party
Repr. by :