

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

(Class Action)
SUPERIOR COURT

NO : 500-06-000797-163

DAN ABICIDAN

Representative Plaintiff

v.

**IKEA CANADA LIMITED PARTNERSHIP
ET ALS.**

Defendants

ADDENDA TO THE IKEA SETTLEMENT AGREEMENT

WHEREAS the Settlement Agreement executed by the parties on May 14, 2021 (the «**Settlement Agreement**»);

WHEREAS the *Application to Approve a Class Action Settlement and for Approval of Class Counsel's Fees* was presented before the Superior Court on June 30, 2021;

WHEREAS one of the issues to be determined by the Court is whether the Class definition at section 2.11 of the Settlement Agreement should be clarified;

WHEREAS the Representative Plaintiff and the Defendants believe it is appropriate to modify the Settlement Agreement in order to avoid the risks and delays which might be associated with the determination by the Court of the issue;

WHEREAS the modification of the Settlement Agreement provided for in the present Addenda does not affect or prejudice in any way the rights and obligations of the Class Members;

NOW THEREFORE, the parties hereto respectively declare as follows:

1. The Settlement Agreement is amended by inserting the underlined text in section 2.11 as follows:

2.11. "**Class**" means all consumers within the meaning of Quebec's *Consumer Protection Act* who between January 1, 2002 and June 28, 2016 purchased IKEA's children chests of drawers taller than 60 cm (23½ inches), or adult chests of drawers taller than 75 cm (29½ inches), recalled by IKEA Canada, namely the following models:

Askvoll, Brimnes, Brusali, Busunge, Hemnes, Hurdal, IKEA Ps 2012, Koppang, Kullen, Malm, Nornas, Stockholm, Stuva, Sundvik, Tarva, Trogen, Trysil, Tyssedal, Undredal, Alesund, Alleby, Alvesta, Aneboda, Angus, Ånes, Arup, Askedal, Aspelund, Balstar, Bankeryd, Bergsmo, Bialitt, Birkeland, Blimp, Boj, Brett, Boksta, Bjorn, Borkvalla, Diktad, Edland, Elis, Engan, Eksil, Fjell, Fjord, Flaten, Fridolin, Granås, Gute, Haddal, Hajdeby, Hensvik, Herrestad, Holleby, Hovdal, Hopen, Hostelnd, Kabin, Kirkenes, Knot, Kusk, Kurs, Kviby, Leksvik, Lo, Lomen, Mac, Mast, Mammut, Mandal, Meråker, Midsund, Natura, Narvik, Nordli, Nordnes, Nyvoll, Ottenby, Rakke, Ramberg, Ranvik, Rodd, Robin, Rustik, Sala, Skarnes, Sandefjord, Stranda, Sveio, Stavanger, Tassa, Tovik, Trandum, Trondheim, Varde, Vajer, Vallvik, Vestby, Vinstra, Visdalen, Vollen (hereinafter the "Chests of Drawers"). Are excluded from the Class all Class Members who timely and validly request exclusion/opt-out, as set forth below.

2. The Settlement Agreement is amended by completely deleting section 5.5.
3. No other provisions of the Settlement Agreement are to be affected or otherwise modified by the present Addenda.

IN WITNESS WHEREOF, the Parties hereto through their attorneys have signed on the dates and at the places detailed below.

ON BEHALF OF PLAINTIFF,
Dan Abicidan

Montreal, Quebec, Canada

June 30, 2021



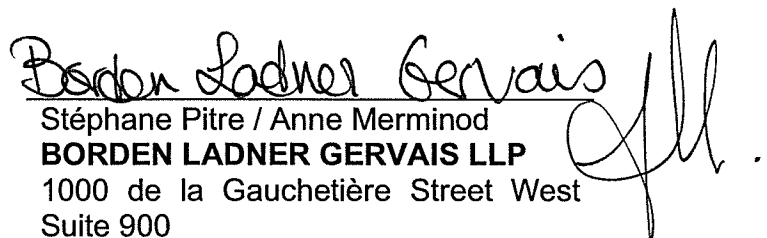
Joey Zukran
LPC AVOCATS INC.
276 Saint-Jacques Street, Suite 801
Montréal, Québec, H2Y 1N3
Tel: 514-379-1572
Fax: 514-221-4441
Email: jzukran@lpclex.com

Class Counsel

ON BEHALF OF DEFENDANTS,
IKEA Canada Limited Partnership,
1137446 Ontario Inc., IKEA Limited,
IKEA Properties Limited, and Inter IKEA
Systems B.V.

Montreal, Quebec, Canada

June 30, 2021



Stéphane Pitre / Anne Merminod
BORDEN LADNER GERVAIS LLP
1000 de la Gauchetière Street West
Suite 900
Montréal, Québec, H3B 5H4
Tel: 514-879-1212
Fax: 514-954-1905
Email: amerminod@blg.com
Counsels for Defendants

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DISTRICT OF MONTREAL

DAN ABICIDAN

Representative Plaintiff

-vs-

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ADDENDA TO THE IKEA SETTLEMENT AGREEMENT

ORIGINAL

Me Joey Zukran
LPC AVOCAT INC.
276, rue Saint-Jacques, Suite 801
Montréal, Québec, H2Y 1N3
Telephone: (514) 379-1572 - Fax: (514) 221-4441
Email: izukran@lpclex.com

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N/D: JZ-108
