

CANADA

SUPERIOR COURT
(Class Actions Division)

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N°: 500-06-001146-212

ALEXANDER MARTIN-BALE

Applicant

v.

LOWE'S COMPANIES CANADA, ULC

Defendant

TRANSACTION AGREEMENT

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I. PREAMBLE

WHEREAS on or about May 5, 2021, the Applicant (as defined below) filed an Application (as defined below) against the Defendant (as defined below) before the Court (as defined below) for the purposes of instituting the Proposed Class Action (as defined below) on behalf of the Class (as defined below);

WHEREAS by way of the Application, the Applicant essentially alleges that the Defendant acted in violation of the *Consumer Protection Act*, ch. P-40.1 of Quebec and the C.C.Q. (as defined below) when it unilaterally cancelled orders due to an alleged error in pricing or by listing incorrect prices on the Websites (as defined below);

WHEREAS the Defendant denies any wrongdoing of any kind and all liability, including any liability for monetary compensation or reparation in kind to the Class Members (as defined below) and opposes the authorization of the Proposed Class Action;

WHEREAS the Applicant, representing all Class Members, and the Defendant have agreed to enter into a binding settlement in order to achieve a full and final resolution of the Proposed Class Action and all related claims or causes of action without any admission on either side;

WHEREAS the Parties (as defined below) anticipate that the contemplated settlement will afford significant benefits to the Class Members, that it will be just, reasonable and appropriate, and that it will be in the Class Members' best interest;

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 the Class Members;

WHEREAS for the purpose of settlement only and contingent on approvals by the Court as provided for in this Transaction (as defined below), the Defendant will not oppose authorization of the Proposed Class Action.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE UPON THE FOLLOWING:

II. DEFINITIONS

Unless a different meaning is indicated by the context, the following definitions shall apply to the Transaction, including its preamble and Schedules. Words or phrases importing a number shall be construed such that the singular includes the plural and vice-versa. Similarly, words or phrases importing the masculine gender shall be construed as including the feminine gender and vice-versa, where appropriate:

"**Applicant**" means Alexander Martin-Bale;

"**Application**" means the *Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff* filed by the Applicant on or about May 5, 2021 before the Superior Court of Quebec, Judicial District of Montreal, in the court file bearing docket number 500-06-001146-212;

"**Bounce Back**" means an email that is returned to the sender because it cannot be delivered for any reason whatsoever;

"**C.C.P.**" means the *Code of Civil Procedure*, ch. C-25.01.

"**C.C.Q.**" means the *Civil Code of Québec*, ch. CCQ-1991.

"**Class**" means the class proposed by the Applicant in the Application, namely:

All consumers who, on May 1, 2021, purchased one or more items from one or more of the following websites: www.lowes.ca, www.rona.ca or www.renodepot.com and whose purchase was unilaterally cancelled by Lowe's thereafter;

"Class Counsel" means the law firm LPC Avocat Inc.;

"Class Counsel Fees" means the amounts representing all fees and disbursements, inclusive of all applicable taxes, payable to Class Counsel in accordance with section X of the Transaction;

"Class Member" means a member of the Class that did not exclude himself or herself in accordance with section of VI the Transaction and article 580 C.C.P. and who meets the following criteria:

- a) he or she ordered one or more items bearing the Product Codes from one or more of the Websites on May 1, 2021;
- b) his or her order(s) was/were subsequently unilaterally cancelled by the Defendant due to a pricing error; and
- c) his or her order(s) was/were to be delivered to an address located in the Province of Quebec;

"Counsel for the Defendant" means Stikeman Elliott LLP;

"Court" means the Superior Court of Quebec sitting in the Judicial District of Montreal;

"Credit" means a redeemable credit, in the form of a gift card, that can be exchanged for goods at the participating LOWE'S stores or on www.lowes.ca for the Class Members who ordered from www.lowes.ca or at the participating RONA and/or RENO-DÉPÔT stores for the Class Members who ordered from www.rona.ca or www.renodepot.com, subject to the terms detailed in section IX;

"Exclusion Period" means a period of thirty (30) days following completion of the publication and dissemination the Notice of Hearing to Approve the Transaction in accordance with section V.11 of the Transaction, during which time the Class Members who so desire may exercise their Right of Exclusion;

"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*;

"Fonds d'aide" means the Fonds d'aide aux actions collectives created pursuant to the *Act respecting the Fonds d'aide aux actions collectives*, chapter F-3.2.0.1.1;

"Notice of Hearing to Approve the Transaction" means the notice informing the Class Members of the hearing to obtain the Court's approval of the Transaction (Schedule A (both in French and in English) hereto);

"Notice of the Approval of the Transaction" means the notice informing the Class Members that the Transaction has been approved by the Court (Schedule B (both in French and in English) hereto);

"Notices" means (i) the Notice of Hearing to Approve the Transaction; and (ii) the Notice of the Approval of the Transaction;

"Objection" means an objection by a Class Member to the Transaction made in the manner and within the time frame specified by the Court, or if none is specified by the Court, by the applicable legislation, in accordance with article 590 C.C.P., based on the terms and conditions set forth in section VII.22 of the Transaction;

"Parties" means, collectively, the Applicant and the Defendant;

"Product Code" means, individually, each product SKU in the list below, which Lowe's declares are the only ones that were listed with a pricing error on May 1, 2021:

- a) SKU 330009246 Bosch 11321EVS Demolition Hammer
- b) SKU 330609676 Bosch Bulldog™ Rotary Hammer - 36 V - 1 1/8"
- c) SKU 330658625 Bosch Electric High-Pressure Washer - 1.54 GPM - Green
- d) SKU 330658628 Bosch StarlockPlus(R) Oscillating Multi-Tool Kit Corded - 32 pc
- e) SKU 330746850 Bosch Blaze Outdoor Connected Laser Measure with Camera - 400 ft.

"Product Codes" means, collectively, all product SKUs in the list below, which Lowe's declares are the only ones that were listed with a pricing error on May 1, 2021:

- a) SKU 330009246 Bosch 11321EVS Demolition Hammer
- b) SKU 330609676 Bosch Bulldog™ Rotary Hammer - 36 V - 1 1/8"
- c) SKU 330658625 Bosch Electric High-Pressure Washer - 1.54 GPM - Green
- d) SKU 330658628 Bosch StarlockPlus(R) Oscillating Multi-Tool Kit Corded - 32 pc
- e) SKU 330746850 Bosch Blaze Outdoor Connected Laser Measure with Camera - 400 ft.

"Price Difference" means the full amount in Canadian dollars of the difference between the erroneous price (excluding taxes) at which an item bearing a Product Code was listed on the Websites on May 1, 2021 and the price (excluding taxes) at which such item should have been listed on the Websites at that same date, namely:

- a) \$850.00 for SKU 330009246 Bosch 11321EVS Demolition Hammer
- b) \$700.00 for SKU 330609676 Bosch Bulldog™ Rotary Hammer - 36 V - 1 1/8"
- c) \$140.00 for SKU 330658625 Bosch Electric High-Pressure Washer - 1.54 GPM – Green
- d) \$180.00 for SKU 330658628 Bosch StarlockPlus(R) Oscillating Multi-Tool Kit Corded - 32 pc
- e) \$269.01 for SKU 330746850 Bosch Blaze Outdoor Connected Laser Measure with Camera - 400 ft.

"Proposed Class Action" means the class action sought by the Applicant by way of the Application;

"Released Claims" means any and all claims, demands, rights, liabilities, and causes of action of any nature whatsoever, known or unknown, matured or unmatured, past, present or future, at law, whether in tort, contract or under any other right at law, existing under federal or provincial law, that either of the Applicant or any Class Member, has or may have, directly or indirectly, against the Released Persons arising out of or in anyway related to the facts or causes of action alleged in the Application, including supporting exhibits;

"Right of Exclusion" means the right of a Class Member to exclude himself or herself from the Transaction in accordance with the terms and conditions set forth in section VI of the Transaction and article 580 C.C.P.;

"Released Persons" means the Defendant and its past and present partners, affiliates and predecessors, successors, assigns, parents, subsidiaries, insurers, officers, directors and employees, including Rona Inc.;

"Schedules" means any and all of the documents that the Parties have attached to the Transaction, together with any other document that the Parties may attach hereto with the Court's approval. It is understood that the Parties may, without the Court's approval or authorization, make amendments to the form and content of the Schedules, provided such amendments comply with the provisions of the Transaction;

"SKU" means the stock keeping unit;

"Transaction" means this transaction agreement, including the Schedules and subsequent amendments thereto, together with any other subsequent agreement that the Parties may see fit to add hereto subject to the Court's approval;

"Undeliverable" means mail that is returned to the sender because it cannot be delivered for any reason whatsoever;

"Website" or **"Websites"** means one or more of www.lowes.ca, www.rona.ca and www.renodelpot.com.

III. SCOPE AND EXTENT OF THE TRANSACTION

1. The preamble, definitions and Schedules form an integral part of this Transaction.
2. Through the Transaction, the Parties wish to settle among themselves and on behalf of the Class Members the Released Claims in accordance with the terms and conditions of the Transaction.
3. The Transaction is conditional upon the Court approving it in its entirety, except for section X, failing which the Transaction will become null and void and will not give rise to any right or obligation in favour of or against the Parties and the Class Members.
4. The Parties undertake to cooperate and make and deploy all efforts and means necessary or useful to justify the Transaction and to support and demonstrate its fairness and reasonableness with a view to obtaining Court's approval of the Transaction and to make joint representations to the Court during the hearings for the purposes of obtaining the Pre-Approval Order (as defined below) and the Approval Order (as defined below).

IV. NO ADMISSION OF LIABILITY

5. The Defendant denies the material factual allegations and legal claims asserted in the Application, including any and all charges of wrongdoing or liability arising out of

any of the conduct, statements, acts or omissions alleged in the Application, including supporting exhibits.

6. Whether this Transaction is terminated, nullified or approved, this Transaction and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Transaction, and any action taken to carry out this Transaction, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Defendant, or of the veracity of the conduct, statements, acts or omissions alleged in the Application, including supporting exhibits.
7. Nonetheless, the Defendant has concluded that further conduct of the Proposed Class Action and associated costs and inconveniences would be disproportionate with the amount of the claims at issue and that it is desirable that the Proposed Class Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Transaction.

V. PROCEDURE FOR PRE-APPROVAL ORDER

8. Within twenty (20) days following execution by the Parties of the Transaction, the Applicant will apply to the Court to obtain:
 - a) an order of the Court authorizing the Proposed Class Action for the purposes of settlement only; and
 - b) an order of the Court approving the Notice of Hearing to Approve the Transaction, in the form substantially similar to Schedule A (English) and Schedule A (French);(together, the "**Pre-Approval Order**").
9. During the hearing, Class Counsel and Counsel for the Defendant will make joint representations to the Court with a view to obtaining the Pre-Approval Order.
10. The Parties acknowledge that the Court may amend the wording and the terms for the dissemination and publication of the Notice of Hearing to Approve the Transaction, which will not be grounds for termination or nullity of the Transaction, unless such amendments entail a substantive change to the terms and conditions of the Transaction.
11. The Notice of Hearing to Approve the Transaction will be published and disseminated in the following manner:
 - a) within fifteen (15) days following the Pre-Approval Order becoming Final, Class Counsel will create a bilingual webpage on Class Counsel's website (i.e., www.lpclex.com) providing access to an electronic copy of the Notice of Hearing to Approve the Transaction and the Transaction;
 - b) within fifteen(15) days following the Pre-Approval Order becoming Final, the Defendant will email an electronic copy of the Notice of Hearing to Approve the Transaction to the email addresses used by each Class Member to make their

purchase(s) on May 1, 2021, or to the last known email address of each Class Member, it being understood that no additional step will be required from the Defendant should the Defendant receive a Bounce Back. Lowe's declares that it is in possession of such email addresses for the Class Members.

- c) filing, along with an electronic copy of the Transaction, on the Quebec Class Action Registry of the Court.
12. It is understood that should the Court (i) refuse to grant the Pre-Approval Order; or (ii) refuse to authorize the publication and dissemination of the Notice of Hearing to Approve the Transaction unless substantive changes to the terms and conditions of the Transaction are made; or (iii) make changes to the Notice of Hearing to Approve the Transaction and the terms for the publication and dissemination that substantially increase costs; or (iv) require any other changes that have an impact on the implementation and execution of the Transaction, the Transaction will be null and void and will not give rise to any right or obligation in favor of or against the Parties.

VI. EXCLUSION FROM THE TRANSACTION

13. The Class Members each have a Right of Exclusion.
14. The exercise of a Right of Exclusion entails the loss of any benefit from the Transaction and the loss of the status of Class Member.
15. The Class Member wishing to exercise his or her Right of Exclusion must send, by registered or certified mail to the clerk of the Superior Court of Quebec sitting in the Judicial District of Montreal, or to Class Counsel by email (JZUKRAN@LPCLEX.COM), a written request duly signed by the Class Member containing the following information:
- a) the Court docket number: S.C.M. no. 500-06-001146-212;
 - b) the name and contact information of the Class Member who is exercising his or her Right of Exclusion, including the Class Member's email address; and
 - c) his or her signature.
16. The written request of the Class Member wishing to exercise his or her Right of Exclusion must be sent to the following address and received by the Court prior to the expiry of the Exclusion Period:

Grefe de la Cour supérieure du Québec
Palais de Justice de Montréal
1 Notre Dame Street East
Room 1.120
Montreal, Quebec, H2Y 1B5

Ref: Martin-Bale v. Lowe's Company Canada, ULC
S.C.M. no. 500-06-001146-212

Please also send a copy to Class Counsel by email to:
JZUKRAN@LPCLEX.COM

17. The Class Members who have not exercised their Right of Exclusion according to the above-referenced procedure will be irrevocably deemed to have chosen to participate in the Transaction and will be bound by the terms of the Transaction following its approval by the Court and by all orders subsequently rendered by the Court, if any.
18. Within ten (10) days following the expiry of the Exclusion Period, Class Counsel shall, upon request, inform Counsel for Defendant of any Class Member who has exercised his or her Right of Exclusion and provide a copy of all Requests for Exclusion received during the Exclusion Period.

VII. PROCEDURE FOR APPROVAL ORDER

19. Within thirty (30) days following the expiry of the Exclusion Period, the Applicant will apply to the Court to obtain:
 - a) an order of the Court approving the Transaction in accordance with article 590 C.C.P.; and
 - c) an order of the Court approving the Notice of the Approval of the Transaction, in the form substantially similar to Schedule B (English) and Schedule B (French);

(together, the "**Approval Order**")
20. The application prepared by the Applicant in accordance with section 19 of the Transaction will be served by Class Counsel on the Defendant and the Fonds d'aide in accordance with the provisions of the C.C.P., the *Act respecting the Fonds d'aide aux actions collectives* and the *Regulation of the Superior Court in civil matters* in sufficient time before the hearing.
21. During the hearing, Class Counsel and Counsel for the Defendant will make joint representations to the Court with a view to obtaining the Approval Order. For greater certainty, Counsel for the Defendant will make no representations with respect to Class Counsel Fees other than that they have agreed to pay the amounts negotiated and provided for in this Transaction.
22. The Class Members wishing to raise an Objection before the Court during the hearing may do so by informing Class Counsel and Counsel for the Defendant in writing, using the addresses indicated in section XV.51 of the Transaction, at least five (5) days before the hearing, by communicating a document containing the following information:
 - a) the Court docket number: S.C.M. no. 500-06-001146-212; and
 - b) the name and contact information of the Class Member who is raising an Objection, including the Class Member's email address;

- a) the grounds for the Objection; and
 - b) his or her signature.
23. The Parties acknowledge that the Court may amend the wording and the terms for the publication and dissemination of the Notice of the Approval of the Transaction, which will not be grounds for termination or nullity of the Transaction, unless such amendments entail a substantive change to the terms and conditions of the Transaction.
24. The Notice of the Approval of the Transaction will be published and disseminated in the following manner:
- a) within twenty (20) days following the Approval Order becoming Final, on the bilingual website created by Class Counsel for this case (i.e., www.lpclex.com) providing access to an electronic copy of the Notice of the Approval of the Transaction;
 - b) within ninety (90) days following the Approval Order becoming Final, the Defendant will email an electronic copy of the Notice of the Approval of the Transaction to the email addresses used by each Class Member to make their purchase(s) on May 1, 2021, or to the last known email address of each Class Member who ordered from www.lowes.ca, along with the Credit as contemplated in section IX.30 of the Transaction, it being understood that no additional step will be required from the Defendant should the Defendant receive a Bounce Back. Lowe's declares that it is in possession of the email addresses for such Class Members;
 - c) within ninety (90) days following the Approval Order becoming Final, the Defendant will mail a copy of the Notice of the Approval of the Transaction to the billing address of the order by each Class Member who ordered from www.rona.ca or www.renodepot.com, along with the Credit as contemplated in section IX.31 of the Transaction, it being understood that no additional step will be required from the Defendant should the mail be Undeliverable. Lowe's declares that it is in possession of the addresses for such Members;
 - d) filing on the Quebec Class Action Registry of the Court.
25. Notwithstanding article 591 C.C.P., the Notices will be the only notices Class Members will receive in regard to the Transaction, and no notice will be published or disseminated to the Class Members thereafter.
26. It is understood that should the Court refuse to grant the Approval Order or refuse to approve the Transaction in whole or in part, except for section X.36, the Transaction will be null and void and will not give rise to any right or obligation in favour of or against the Parties.

VIII. RELEASE AND DISCHARGE

27. The Applicant, in his own name and on behalf of all Class Members, and on behalf of their agents, mandataries, representatives, heirs, successors and assigns, if any,

will be deemed to have, and by operation of the Approval Order, will have, fully, finally and irrevocably released, relinquished, and discharged the Released Persons from any and all Released Claims.

IX. COMPENSATION TO CLASS MEMBERS

28. In consideration for the Released Claims, each Class Member will be entitled to receive a Credit in the amount of the Price Difference for each item bearing the Product Codes said Class Member ordered on the Websites on May 1, 2021, up to a maximum of one (1) item per Class Member for each Product Code, regardless of the number of items ordered by such Class Member bearing a particular Product Code.
29. For greater certainty:
 - a) a Class Member in the situation of the Applicant, who ordered two (2) items, each bearing a distinct Product Code (i.e. one (1) SKU330009246 and one (1) SKU330658625), will receive a Credit in the amount the Price Difference for each item he or she ordered (i.e. \$850 for SKU330009246 and \$140 for SKU330658625, for a total of Credit of \$990);
 - b) a Class Member who purchased two (2) or more items bearing the same Product Code by way of a unique order or multiple orders, and one (1) item bearing another Product Code (i.e. two (2) or more SKU330009246 and one (1) SKU330658625), will receive a Credit in the amount of the Price Difference for one (1) item for each Product Code relating to his or her order(s) (i.e. \$850 for SKU330009246 and \$140 for SKU330658625, for a total of Credit of \$990).
30. The Credits will be sent by email to the Class Members who ordered from www.lowes.ca within ninety (90) days following the Approval Order becoming Final, along with an electronic copy of the Notice of the Approval of the Transaction as contemplated in section VII.24 b) of the Transaction. For greater certainty, the Defendant will email the Credits to the email addresses used by each Class Member to make their purchase(s) on May 1, 2021, or to the last known email address of each Class Member, it being understood that no additional step will be required from the Defendant should the Defendant receive a Bounce Back.
31. The Credits will be sent by regular mail to the Class Members who ordered from www.rona.ca or www.ronadepot.com within ninety (90) days following the Approval Order becoming Final, along with a copy of the Notice of the Approval of the Transaction as contemplated in section VII.24 c) of the Transaction. For greater certainty, the Defendant will mail the Credits to the billing address of the order by such Class Members, it being understood that no additional step will be required from the Defendant should the mail be Undeliverable.
32. Anyone who thinks that they are entitled to the Credit as a result of the Transaction, but who did not receive the Notice of the Approval of the Transaction, may send an email to Class Counsel (JZUKRAN@LPCLEX.COM) within six (6) months after the Notice of the Approval of the Transaction is sent. In that email, they must provide their new email address and the previous email address that they used to purchase an item bearing the Product Code(s) ordered on the Websites on May 1, 2021,

along with the document demonstrating their purchase(s) and subsequent cancellation by the Defendant. Class Counsel will then contact the Defendant, who must reply within 30 days, to verify whether said Class Member is entitled to a Credit and will then contact the Class Member within 30 days to confirm whether a Credit will be provided to them.

33. The Credits will be subject to the following terms and conditions:
- a) the Credits do not expire;
 - b) the Credits are non-cash convertible;
 - c) the Credits are non-refundable;
 - d) the Credits are non-transferable; and
 - e) the Credits will be subject to standard terms and conditions relating to gift cards.
34. Following the execution and implementation of the Transaction, there shall be no surplus amount remaining for remittance, reparation or compensation to any Class Member or any third party, including the Fonds d'aide, and there shall be no benefit to Class Members, Class Counsel or the Applicant other than the Credits issued and the payment of the Class Counsel Fees in accordance with the Transaction.
35. It is expressly agreed and understood by the Parties, and it constitutes for the Defendant a principal consideration for its consent to enter into the Transaction, that unused, unredeemed or unclaimed Credits shall not constitute, nor may they under any circumstances give rise to, a remaining balance for any purpose, including for a claim for reparation or compensation by Class Members. For greater certainty and without limitation, the Defendant may terminate the Transaction in the event any court recognizes the existence of a remaining balance.

X. CLASS COUNSEL FEES

36. The Defendant agrees to pay to Class Counsel, in full and final compensation for the Class Counsel Fees, the amount of forty thousand one hundred and fifty dollars (\$40,150.00) in fees, plus GST and QST, and the amount of three thousand dollars (\$3,000.00) in disbursements, inclusive of any and all applicable taxes, or any lesser amount approved by the Court, payment of which shall be remitted by the Defendant to Class Counsel within thirty (30) days following the order of the Court approving the Class Counsel Fees becoming Final.
37. Class Counsel will be responsible for applying to the Court to obtain approval of Class Counsel Fees. For greater certainty, Counsel for the Defendant will make no representations with respect to Class Counsel Fees other than that they have agreed to pay the amounts negotiated and provided for in this Transaction.
38. It is understood that the Transaction is in no way conditional upon the approval by the Court of the Class Counsel Fees. 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 nullify the Transaction.

XI. OTHER FEES OR COSTS

39. Other than the compensation expressly provided for in the Transaction, the Defendant will not be liable to pay any other costs, fees or disbursements to the Applicant, to Class Members or to Class Counsel. For greater certainty, the costs associated with the implementation and execution of the Transaction that have not been specifically provided for in the Transaction, if any, will be borne by the person who has incurred them, and their reimbursement may not be claimed from any of the Parties.

XII. TERMINATION

40. In the event that:

- a) the Court does not authorize the Proposed Class Action as a class proceeding for the purpose of settlement only;
- b) the Court declines to approve the Transaction or any material part hereof or approves this Transaction in a materially modified form;

this Transaction shall be automatically terminated and, except as provided for in section 42 of the Transaction, it shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

41. In the event that:

- a) there is an appeal from the Approval Order;
- b) a court recognizes the existence of a remaining balance as contemplated in sections IX.34 and IX.35 of the Transaction;

the Defendant shall have, in its sole discretion, the option of declaring this Transaction null and void. In such circumstances, except as provided for in section 42 of the Transaction, it shall have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

42. If the Transaction is terminated:

- a) no application to authorize the Proposed Class Action as a class proceeding on the basis of this Transaction shall proceed and the Parties shall return to their state prior to the execution of this Transaction;
- b) any and all orders authorizing the Proposed Class Action on the basis of this Transaction shall be set aside and declared null and void and of no force or effect, and all persons shall be estopped from asserting otherwise;
- c) any prior authorization of the Proposed Class Action, including the definitions of the Class and the common issues alleged in the Application, shall be deemed null and of no effect and without prejudice to any position that any of the

Parties may later take on any issue in these proceedings or any other litigation; and

- d) within ten (10) days of such termination having occurred, Class Counsel shall destroy all documents or other materials relating to the Transaction provided by the Defendant or containing or reflecting information derived from such documents or other materials received from the Defendant, if any, and, to the extent Class Counsel has disclosed any documents or information provided by the Defendant to any other person, shall recover and destroy such documents or information. Class Counsel shall provide the Defendant with a written confirmation of such destruction.

XIII. ADMISSIBILITY AS EVIDENCE

- 43. Neither the Transaction, nor anything contained herein, nor any of the negotiations or proceedings connected to it, nor any related document, nor any other action taken to carry out the Transaction 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.
- 44. Notwithstanding the above, the Transaction may be referred to or offered as evidence in a proceeding to approve or enforce the Transaction, to defend against the assertion of Released Claims, and as otherwise required by law.

XIV. MEDIA

- 45. Except for notices required to be sent pursuant to this Transaction or as may be required by law, the Parties do not believe it is necessary to issue a press release or make any unsolicited statement concerning this Transaction.
- 46. The Parties agree that they will not otherwise make disparaging comments about, or that would damage the reputation of, the other and any unsolicited comments made to the media, if any, in relation to the Transaction, including by way of written or verbal communications to journalists, reporters or commentators, will be solely to promote the virtues of this Transaction.

XV. FINAL PROVISIONS

- 47. The Transaction and the Schedules hereto constitute the full and entire Transaction between the parties.
- 48. The Transaction and the Schedules hereto supersede all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements and agreements in principle in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Transaction, unless expressly incorporated herein.
- 49. This Transaction may be amended or modified only by a written instrument signed by or on behalf of all Parties.

50. The Court has exclusive jurisdiction regarding the implementation, execution, interpretation, management and application of the Transaction and its Schedules, and any litigation that may arise therefrom. The Transaction and its Schedules will be governed by and construed in accordance with the laws in force in the Province of Quebec, Canada, and the Parties submit to the exclusive jurisdiction of the Superior Court of Quebec, in the Judicial District of Montreal, in this regard.
51. 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 Defendant:

Me Frédéric Paré
Me Alexa Teofilovic
Stikeman Elliott LLP
1155, René-Lévesque Blvd. W.
Suite 4100
Montreal, Quebec, H3B 3V2
fpare@stikeman.com
ateofilovic@stikeman.com

If to the Applicant:

Me Joey Zukran
LPC Avocat Inc.
276 St-Jacques Street
Suite 801
Montreal, Quebec, H2Y 1N3
jzukran@lpclex.com

52. Each counsel or other person executing this Transaction or any of its appendices on behalf of any Party hereby warrants that such person has the full authority to do so.
53. The Parties agree that the consideration provided to the Class Members and the other terms of the Transaction 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.
54. The Parties agree that the Transaction is a transaction within the meaning of articles 2631 and ff. C.C.Q.
55. This Transaction 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.
56. The Parties hereby acknowledge that they have requested that this Transaction be drawn in English. / Les Parties reconnaissent avoir exigé que la présente transaction soit rédigée en anglais.

[signature page follows]

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED:

Montreal, February 22, 2022



ALEXANDER MARTIN-BALE

Montreal, February 24, 2022



LOWE'S COMPANIES CANADA, ULC

By: Christopher West
Title: Senior Vice President, Merchandising

SCHEDULE "A"

Subject line	Important : Vous pourriez être admissible à une indemnité dans le cadre du règlement d'une action collective avec Lowe's Canada
Email body	<p>Bonjour {first_name},</p> <p>Selon nos dossiers, le 1^{er} mai 2021, vous avez acheté un article sur un ou plusieurs des sites Web suivants : www.lowes.ca, www.rona.ca ou www.renodepot.com et votre achat a été unilatéralement annulé par nous par la suite d'une erreur de prix. Si ces informations sont correctes, nous vous invitons à prendre connaissance de l'avis d'action collective au nom des consommateurs du Québec contre Lowe's Canada et d'une proposition de règlement avec Lowe's Canada qui sera soumise à la Cour pour approbation.</p> <p>S'il est approuvé par la Cour, le règlement proposé fournira aux clients touchés un crédit d'un montant entre 140,00 \$ et 850,00 \$, selon l'article acheté. Ces crédits, sous la forme d'une carte-cadeau, peuvent être échangés contre des articles dans les magasins LOWE'S participants ou sur le site www.lowes.ca pour les membres admissibles du groupe qui ont passé une commande sur www.lowes.ca.</p> <p>Veillez cliquer ici pour consulter l'avis pour les détails de l'approbation du règlement.</p> <p>Meilleures salutations,</p> <p>Lowe's Canada</p>

AVIS D'AUDIENCE POUR APPROBATION DU RÈGLEMENT

La procédure d'action collective

Le 5 mai 2021, un consommateur québécois (le « Demandeur ») a intenté une action collective contre Lowe's Companies Canada, ULC (« Lowe's Canada »). Le Demandeur allègue que Lowe's Canada a agi en violation du paragraphe c de l'article 224 de la *Loi sur la protection du consommateur*, RLRQ, c. P-40.1 en annulant unilatéralement les achats de certains articles et en vendant ensuite ces articles à un prix supérieur à celui qu'annoncé. Ces allégations n'ont jamais été prouvées en Cour et sont contestées par Lowe's Canada.

Le [date], 2022, la Cour supérieure du Québec a autorisé l'action collective contre Lowe's Canada aux fins de règlement uniquement.

Vous êtes un membre du groupe si vous êtes un consommateur qui, le 1^{er} mai 2021, a acheté un ou plusieurs articles sur un ou plusieurs des sites Web suivants : www.lowes.ca, www.rona.ca ou www.renodepot.com (les « sites Web ») et dont l'achat a été unilatéralement annulé par Lowe's Canada par la suite, en raison d'une erreur de prix.

L'audience sur l'approbation du règlement Lowe's Canada

Le but de cet avis est de vous informer que les parties ont conclu une Transaction, sans aucune admission de responsabilité de la part de Lowe's Canada.

La Transaction est sujette à l'approbation de la Cour. La Cour supérieure du Québec tiendra une audience pour déterminer si elle approuvera la Transaction le **26 avril 2022, à 9 h 30, en salle 2.08** du Palais de justice de Montréal situé au 1, rue Notre-Dame Est à Montréal et via Teams sur un lien qui sera affiché d'ici là sur le site Web des Avocats du Groupe, www.lpclex.com/fr/lowes. Les date et heure prévues par la Cour pour l'audience d'approbation de la Transaction 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 des Avocats du Groupe www.lpclex.com/fr/lowes.

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 la Transaction avec Lowe's Canada

Conformément aux modalités de la Transaction, chaque membre du groupe aura le droit de recevoir un crédit correspondant à la différence de prix pour chaque article portant les codes de produit que ledit membre du groupe a commandé sur les sites Web le 1^{er} mai 2021, jusqu'à concurrence d'un (1) article par membre du groupe pour chaque code de produit, quel que soit le nombre d'articles commandés par ledit membre du groupe portant un code de produit particulier.

Le terme « Différence de prix » est défini dans la Transaction comme signifiant le montant total en dollars canadiens de la différence entre le prix erroné (hors taxes) auquel un article portant un code de produit était affiché sur les sites Web le 1^{er} mai 2021 et le prix (hors taxes) auquel cet article aurait dû être affiché sur les sites Web à cette même date.

Les montants des crédits varient entre **140,00 \$ à 850,00 \$**, selon l'article acheté. Les parties ont négocié que les honoraires des avocats du groupe s'ajouteront à ces crédits, ce qui signifie qu'ils n'auront pas d'incidence sur la valeur totale des crédits qui seront émis aux membres du groupe. Les avocats du groupe demanderont à la Cour d'approuver leurs honoraires extrajudiciaires au montant de 40 150,00 \$ plus TPS et TVQ, plus des débours de 3 000,00 \$ taxes comprises.

Dans le cadre de la Transaction, Lowe's Canada recevra du Demandeur et des autres membres du groupe qui ne se sont pas valablement exclus de l'action collective conformément à la Transaction, une quittance complète de toutes les réclamations faites dans la demande en autorisation d'exercer une action collective contre Lowe's Canada.

Droit d'exclusion

Si vous ne souhaitez pas être lié par cette action collective contre Lowe's Canada et cette Transaction, vous devez envoyer, au plus tard le **25 avril 2022**, 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 : *Martin-Bale c. Lowe's Companies Canada ULC* (500-06-001146-212);
2. Vos nom, adresse de facturation, numéro(s) de téléphone et adresse(s) courriels associés à votre commande; et
3. Une confirmation spécifique que votre volonté est de vous exclure de l'action collective contre Lowe's Canada et de la Transaction.

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

<u>À:</u> Grefe de la Cour supérieure du Québec PALAIS DE JUSTICE DE MONTRÉAL 1, rue Notre-Dame Est Salle 1.120 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 Lowe's Canada et de la Transaction, vous ne serez pas éligible à recevoir une quelconque indemnité et vous aurez l'entière responsabilité de veiller à l'exercice de vos propres droits et recours à l'encontre de Lowe's Canada, à vos propres frais et à l'intérieur des délais légaux applicables.

Droit d'objection, droit de soumettre des arguments en lien avec la Transaction et droit d'intervention

Les avocats des parties feront les représentations à la Cour à l'appui de la Transaction à l'audience sur l'approbation de la Transaction 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 la Transaction. 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 commande), les raisons pour lesquelles vous vous objectez, si vous entendez être présent à la Cour durant l'audience sur l'approbation de la Transaction 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 **25 avril 2022** 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 la Transaction et des jugements rendus par la Cour, vous pouvez accéder au site Internet suivant : www.lpclex.com/fr/lowes. Si vous avez des questions, vous pouvez communiquer avec l'avocat du Demandeur, 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 Lowe's Canada 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.

Subject line	Important: You may be eligible for compensation in a class action settlement with Lowe's Canada
Email body	<p>Hi {first_name},</p> <p>According to our records, on May 1, 2021, you purchased an item from one or more of the following websites: www.lowes.ca, www.rona.ca or www.renodepot.com and your purchase was unilaterally cancelled by us thereafter, as a result of a pricing error. If our records are correct, please carefully read the linked notice of a class action proceeding on behalf of Québec consumers against Lowe's Canada, and a proposed settlement with Lowe's Canada that will be submitted to the Court for approval.</p> <p>If approved by the Court, the proposed settlement will provide impacted customers with a credit in amounts ranging from \$140.00 to \$850.00, depending on the item purchased. These credits, in the form of a gift card, can be exchanged for goods at the participating LOWE'S stores or on www.lowes.ca for the Class Members who ordered from www.lowes.ca.</p> <p>Please click here to read the notice for details of the settlement approval.</p> <p>Best regards,</p> <p>Lowe's Canada</p>

Notice of Settlement Approval Hearing

The Class Action Proceeding

On May 5, 2021, a class action lawsuit was filed by a Québec consumer (the "Plaintiff") against Lowe's Companies Canada, ULC ("Lowe's Canada"). The Plaintiff alleged that Lowe's Canada acted in violation of paragraph c of section 224 of the *Consumer Protection Act*, C.Q.L.R., c. P-40.1 by unilaterally cancelling the purchases of certain items and then selling these items for a price higher than advertised. These allegations were never proven in Court and are contested by Lowe's Canada.

On [date], 2022, the Superior Court of Québec authorized the Class Action against Lowe's Canada for settlement purposes only.

You are a Class Member if you are a consumer who, on May 1, 2021, purchased one or more items from one or more of the following websites: www.lowes.ca, www.rona.ca or www.renodepot.com (the "**Websites**") and whose purchase was unilaterally cancelled by Lowe's Canada thereafter, as a result of a pricing error.

The Lowe's Canada 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 Lowe's Canada.

The Settlement Agreement is subject to Court approval. The Superior Court of Québec will hold a hearing to determine whether the Court will approve the Settlement Agreement on **April 26, 2022 at 9:30 a.m.**, in **room 2.08** of the Montréal Courthouse located at 1 Notre-Dame Street East in Montréal and via TEAMS on a link that will be posted by then on the Class Counsel's website, www.lpclex.com/lowes. 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.

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 Transaction with Lowe's Canada

Pursuant to the terms of settlement, each Class Member will be entitled to receive a Credit in the amount of the Price Difference for each item bearing the Product Codes said Class Member purchased on the Websites on May 1, 2021, up to a maximum of one (1) item per Class Member for each Product Code, regardless of the number of items ordered by such Class Member bearing a particular Product Code.

The term "Price Difference" is defined in the Transaction as meaning the full amount in Canadian dollars of the difference between the erroneous price (excluding taxes) at which an item bearing a Product Code was listed on the Websites on May 1, 2021 and the price (excluding taxes) at which such item should have been listed on the Websites at that same date. The Credit amounts range from **\$140.00 to \$850.00**, depending on the item purchased. The parties have negotiated that Class Counsel fees will be on top of these credits, meaning that they will not impact the full value of the Credits to be issued to Class Members. Class Counsel will seek Court approval of its

extrajudicial fees in the amount of \$40,150.00 plus GST and QST, plus disbursements of \$3,000.00 inclusive of taxes.

As part of the Transaction, Lowe's Canada 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 Lowe's Canada.

Right of Exclusion (Opt-Out)

If you do not wish to be bound by the Class Action against Lowe's Canada and the settlement thereof, you must send, by no later than **April 25, 2022** 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: *Martin-Bale v. Lowe's Companies Canada ULC* (500-06-001146-212);
2. Your name, billing address, phone number(s) and email address associated with your order; and
3. Specific confirmation that you wish to exclude yourself (opt out) of the Class Action against Lowe's Canada and the settlement thereof.

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

To:	With Copy to :
Grefe de la Cour supérieure du Québec PALAIS DE JUSTICE DE MONTRÉAL 1 Notre-Dame Street East, Room 1.120 Montréal (Québec) H2Y 1B5	Mtre Joey Zukran LPC Avocat inc. Email: jzukran@lpclex.com

If you opt-out from the Class Action against Lowe's Canada and the settlement thereof, you will not be eligible to receive any compensation and you will be solely responsible for ensuring and prosecuting your own rights and recourses against Lowe's Canada at your own costs and within any applicable legal time periods.

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

The parties' attorneys will make representations to the Court in support of the Transaction 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 Transaction. 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 order), 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 **April 25, 2022** to class counsel by email: 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 Transaction and the Court judgment(s), you can access the following website: www.lpclex.com/lowes. If you have questions, you can contact the Plaintiff'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 Lowe's Canada 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.

Subject line	Important : Vous pourriez être admissible à une indemnité dans le cadre du règlement d'une action collective avec Lowe's Canada
Email body	<p>Bonjour {first_name},</p> <p>Selon nos dossiers, le 1^{er} mai 2021, vous avez acheté un article sur un ou plusieurs des sites Web suivants : www.lowes.ca, www.rona.ca ou www.renopot.com et votre achat a été unilatéralement annulé par nous par la suite d'une erreur de prix. Si ces informations sont correctes, nous vous invitons à prendre connaissance de l'avis d'action collective au nom des consommateurs du Québec contre Lowe's Canada et d'une proposition de règlement avec Lowe's Canada qui sera soumise à la Cour pour approbation.</p> <p>S'il est approuvé par la Cour, le règlement proposé fournira aux clients touchés un crédit d'un montant entre 140,00 \$ et 850,00 \$, selon l'article acheté. Ces crédits, sous la forme d'une carte-cadeau, peuvent être échangés contre des articles dans les magasins RONA et/ou RENO-DÉPÔT participants pour les membres du groupe qui ont passé une commande sur www.rona.ca ou www.renopot.com.</p> <p>Veillez cliquer ici pour consulter l'avis pour les détails de l'approbation du règlement.</p> <p>Meilleures salutations,</p> <p>Lowe's Canada</p>

AVIS D'AUDIENCE POUR APPROBATION DU RÈGLEMENT

La procédure d'action collective

Le 5 mai 2021, un consommateur québécois (le « Demandeur ») a intenté une action collective contre Lowe's Companies Canada, ULC (« Lowe's Canada »). Le Demandeur allègue que Lowe's Canada a agi en violation du paragraphe c de l'article 224 de la *Loi sur la protection du consommateur*, RLRQ, c. P-40.1 en annulant unilatéralement les achats de certains articles et en vendant ensuite ces articles à un prix supérieur à celui qu'annoncé. Ces allégations n'ont jamais été prouvées en Cour et sont contestées par Lowe's Canada.

Le [date], 2022, la Cour supérieure du Québec a autorisé l'action collective contre Lowe's Canada aux fins de règlement uniquement.

Vous êtes un membre du groupe si vous êtes un consommateur qui, le 1^{er} mai 2021, a acheté un ou plusieurs articles sur un ou plusieurs des sites Web suivants : www.lowes.ca, www.rona.ca ou www.renodepot.com (les « sites Web ») et dont l'achat a été unilatéralement annulé par Lowe's Canada par la suite, en raison d'une erreur de prix.

L'audience sur l'approbation du règlement Lowe's Canada

Le but de cet avis est de vous informer que les parties ont conclu une Transaction, sans aucune admission de responsabilité de la part de Lowe's Canada.

La Transaction est sujette à l'approbation de la Cour. La Cour supérieure du Québec tiendra une audience pour déterminer si elle approuvera la Transaction le **26 avril 2022, à 9 h 30, en salle 2.08** du Palais de justice de Montréal situé au 1, rue Notre-Dame Est à Montréal et via Teams sur un lien qui sera affiché d'ici là sur le site Web des Avocats du Groupe, www.lpclex.com/fr/lowes. Les date et heure prévues par la Cour pour l'audience d'approbation de la Transaction 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 des Avocats du Groupe www.lpclex.com/fr/lowes.

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 la Transaction avec Lowe's Canada

Conformément aux modalités de la Transaction, chaque membre du groupe aura le droit de recevoir un crédit correspondant à la différence de prix pour chaque article portant les codes de produit que ledit membre du groupe a commandé sur les sites Web le 1^{er} mai 2021, jusqu'à concurrence d'un (1) article par membre du groupe pour chaque code de produit, quel que soit le nombre d'articles commandés par ledit membre du groupe portant un code de produit particulier.

Le terme « Différence de prix » est défini dans la Transaction comme signifiant le montant total en dollars canadiens de la différence entre le prix erroné (hors taxes) auquel un article portant un code de produit était affiché sur les sites Web le 1^{er} mai 2021 et le prix (hors taxes) auquel cet article aurait dû être affiché sur les sites Web à cette même date.

Les montants des crédits varient entre **140,00 \$ à 850,00 \$**, selon l'article acheté. Les parties ont négocié que les honoraires des avocats du groupe s'ajouteront à ces crédits, ce qui signifie qu'ils n'auront pas d'incidence sur la valeur totale des crédits qui seront émis aux membres du groupe. Les avocats du groupe demanderont à la Cour d'approuver leurs honoraires extrajudiciaires au montant de 40 150,00 \$ plus TPS et TVQ, plus des débours de 3 000,00 \$ taxes comprises.

Dans le cadre de la Transaction, Lowe's Canada recevra du Demandeur et des autres membres du groupe qui ne se sont pas valablement exclus de l'action collective conformément à la Transaction, une quittance complète de toutes les réclamations faites dans la demande en autorisation d'exercer une action collective contre Lowe's Canada.

Droit d'exclusion

Si vous ne souhaitez pas être lié par cette action collective contre Lowe's Canada et cette Transaction, vous devez envoyer, au plus tard le **25 avril 2022**, 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 : *Martin-Bale c. Lowe's Companies Canada ULC* (500-06-001146-212);
2. Vos nom, adresse de facturation, numéro(s) de téléphone et adresse(s) courriels associés à votre commande; et
3. Une confirmation spécifique que votre volonté est de vous exclure de l'action collective contre Lowe's Canada et de la Transaction.

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

<u>À:</u> Greffe de la Cour supérieure du Québec PALAIS DE JUSTICE DE MONTRÉAL 1, rue Notre-Dame Est Salle 1.120 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 Lowe's Canada et de la Transaction, vous ne serez pas éligible à recevoir une quelconque indemnité et vous aurez l'entière responsabilité de veiller à l'exercice de vos propres droits et recours à l'encontre de Lowe's Canada, à vos propres frais et à l'intérieur des délais légaux applicables.

Droit d'objection, droit de soumettre des arguments en lien avec la Transaction et droit d'intervention

Les avocats des parties feront les représentations à la Cour à l'appui de la Transaction à l'audience sur l'approbation de la Transaction 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 la Transaction. 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 commande), les raisons pour lesquelles vous vous objectez, si vous entendez être présent à la Cour durant l'audience sur l'approbation de la Transaction 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 **25 avril 2022** 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 la Transaction et des jugements rendus par la Cour, vous pouvez accéder au site Internet suivant : www.lpclex.com/fr/lowes. Si vous avez des questions, vous pouvez communiquer avec l'avocat du Demandeur, 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 Lowe's Canada 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.

Subject line	Important: You may be eligible for compensation in a class action settlement with Lowe's Canada
Email body	<p>Hi {first_name},</p> <p>According to our records, on May 1, 2021, you purchased an item from one or more of the following websites: www.lowes.ca, www.rona.ca or www.renodepot.com and your purchase was unilaterally cancelled by us thereafter, as a result of a pricing error. If our records are correct, please carefully read the linked notice of a class action proceeding on behalf of Québec consumers against Lowe's Canada, and a proposed settlement with Lowe's Canada that will be submitted to the Court for approval.</p> <p>If approved by the Court, the proposed settlement will provide impacted customers with a credit in amounts ranging from \$140.00 to \$850.00, depending on the item purchased. These credits, in the form of a gift card, can be exchanged for goods at the participating RONA and/or RENO-DÉPÔT stores for the Class Members who ordered from www.rona.ca or www.renodepot.com.</p> <p>Please click here to read the notice for details of the settlement approval.</p> <p>Best regards,</p> <p>Lowe's Canada</p>

Notice of Settlement Approval Hearing

The Class Action Proceeding

On May 5, 2021, a class action lawsuit was filed by a Québec consumer (the "Plaintiff") against Lowe's Companies Canada, ULC ("Lowe's Canada"). The Plaintiff alleged that Lowe's Canada acted in violation of paragraph c of section 224 of the *Consumer Protection Act*, C.Q.L.R., c. P-40.1 by unilaterally cancelling the purchases of certain items and then selling these items for a price higher than advertised. These allegations were never proven in Court and are contested by Lowe's Canada.

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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 Lowe's Canada.

The Settlement Agreement is subject to Court approval. The Superior Court of Québec will hold a hearing to determine whether the Court will approve the Settlement Agreement on **April 26, 2022 at 9:30 a.m., in room 2.08** of the Montréal Courthouse located at 1 Notre-Dame Street East in Montréal and via TEAMS on a link that will be posted by then on the Class Counsel's website, www.lpclex.com/lowes. 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.

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 Transaction with Lowe's Canada

Pursuant to the terms of settlement, each Class Member will be entitled to receive a Credit in the amount of the Price Difference for each item bearing the Product Codes said Class Member purchased on the Websites on May 1, 2021, up to a maximum of one (1) item per Class Member for each Product Code, regardless of the number of items ordered by such Class Member bearing a particular Product Code.

The term "Price Difference" is defined in the Transaction as meaning the full amount in Canadian dollars of the difference between the erroneous price (excluding taxes) at which an item bearing a Product Code was listed on the Websites on May 1, 2021 and the price (excluding taxes) at which such item should have been listed on the Websites at that same date. The Credit amounts range from **\$140.00 to \$850.00**, depending on the item purchased. The parties have negotiated that Class Counsel fees will be on top of these credits, meaning that they will not impact the full value of the Credits to be issued to Class Members. Class Counsel will seek Court approval of its extrajudicial

fees in the amount of \$40,150.00 plus GST and QST, plus disbursements of \$3,000.00 inclusive of taxes.

As part of the Transaction, Lowe's Canada 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 Lowe's Canada.

Right of Exclusion (Opt-Out)

If you do not wish to be bound by the Class Action against Lowe's Canada and the settlement thereof, you must send, by no later than **April 25, 2022** 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: *Martin-Bale v. Lowe's Companies Canada ULC* (500-06-001146-212);
2. Your name, billing address, phone number(s) and email address associated with your order; and
3. Specific confirmation that you wish to exclude yourself (opt out) of the Class Action against Lowe's Canada and the settlement thereof.

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

<u>To:</u> Greffe de la Cour supérieure du Québec PALAIS DE JUSTICE DE MONTRÉAL 1 Notre-Dame Street East, Room 1.120 Montréal (Québec) H2Y 1B5	<u>With Copy to:</u> Mtre Joey Zukran LPC Avocat inc. Email: jzukran@lpclex.com
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If you opt-out from the Class Action against Lowe's Canada and the settlement thereof, you will not be eligible to receive any compensation and you will be solely responsible for ensuring and prosecuting your own rights and recourses against Lowe's Canada at your own costs and within any applicable legal time periods.

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

The parties' attorneys will make representations to the Court in support of the Transaction 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 Transaction. 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 order), 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 **April 25, 2022** to class counsel by email: 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 Transaction and the Court judgment(s), you can access the following website: www.lpclex.com/lowes. If you have questions, you can contact the Plaintiff'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 Lowe's Canada 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.