

**Subject: Tim Hortons App - Action collective nationale autorisée et audience d'approbation de la transaction – National Class Action Authorized and Settlement Approval Hearing**

*\*La version française suit la version anglaise\**

**National Class Action Regarding the Collection of Geolocation Data from Canadian Resident Users of the Tim Hortons Application**

A proposed settlement (the "**Settlement**") has been reached, subject to its approval by the Superior Court of Quebec (the "**Court**"), between Mr. Holcman (the "**Applicant**") and Restaurant Brands International Inc., Restaurant Brands International Limited Partnership and The TDL Group Corp. (the "**Defendants**") in the context of a class action (the "**Class Action**"), a Settlement to which the representative plaintiffs in the Other Class Actions are participating, as is further defined below. The practice at issue concerns the collection of geolocation data from Canadian Resident users of the Tim Hortons application (the "**App**") between April 1, 2019 and September 30, 2020, which the Applicant alleges constituted a breach of such users' privacy rights under applicable privacy legislation and was contrary to Tim Hortons' representations with respect to the collection of geolocation data.

This Settlement may affect your rights, whether you act or not. Please read this notice carefully.

\*All capitalized terms have the meaning set out in the Transaction Agreement, which contains the complete terms and conditions of the Settlement and is available [here](#).

**BASIC INFORMATION**

The purpose of this notice is to inform you that the Applicant and the Defendants have reached a Settlement putting an end to the Class Action and will ask the Superior Court of Quebec to approve it.

If you have received this notice by email, it is because during the Class Period, you, as a Canadian Resident, have used the App and had your geolocation data collected at least once. As a result, you may be eligible to receive compensation under the Settlement.

The Superior Court of Quebec will hold a hearing to determine whether it will approve the Settlement (the "**Hearing to Approve the Transaction**"). You may attend the hearing, which will take place on September 6, 2022 at 9:00 a.m. in room 16.11 of the Montreal Courthouse, located at 1 Notre-Dame Street East in Montreal, Quebec. This hearing will also take place virtually through the Teams application.

**What was the purpose of the Class Action?**

According to the Applicant, the Defendants collected geolocation data of users of the Tim Hortons App who are Canadian residents without adequate notice to users and obtaining appropriate consent and was contrary to the Defendants' representations with respect to the collection of geolocation data. The Applicant claims that the Defendants' practice at issue constituted breaches of the Civil Code of Quebec, of the Quebec Charter of Human Rights and Freedoms, of federal and provincial privacy legislation, of provincial consumer protection legislation, of the Competition Act, breach of contract, intrusion upon seclusion, statutory privacy torts and breach of trust. The *Amended Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff* is available [here](#).

These allegations have not been proven in Court and are contested by the Defendants, whose position is that they have complied at all times with all applicable legislation.

**Who are the Group Members?**

You are a group member if you meet all of the following conditions:

1. You are a Canadian Resident; and

2. You used the App and had your geolocation information collected by any of the Defendants at least once between April 1, 2019 and September 30, 2020.

## SETTLEMENT SUMMARY

### What does the Settlement provide for?

Without any admission of liability, for the purpose of avoiding a trial and the additional costs and expenses related thereto, the Defendants agree to the following:

1. Provide each Eligible Member with one credit to be used to make a purchase of one free Hot Beverage and one free Baked Good from any participating Tim Hortons store within Canada in the form of a single, one-time use only, non-transferable, non-refundable and non-cash convertible credit, redeemable at check-out, whether with a coupon or using the Tim Hortons App (each, a "**Credit**"). "**Baked Good**" means a baked good that has a maximum retail value of \$2.39 CAD plus taxes each, such as, by way of example, a croissant, a muffin, a cookie, a bun, a biscuit or a doughnut. "**Hot Beverage**" means a hot beverage that has a maximum retail value of \$6.19 CAD plus taxes each, such as, by way of example, a brewed coffee, a hot latte, a hot cappuccino, a hot espresso, a hot cortado, a hot tea or a hot chocolate.
2. Each Credit will be deposited on the Tim Hortons App, and applied directly to each Eligible Members' Account, where such Account is active at the time of the distribution of Credits. Once deposited in an Eligible Member's Active Account, the Credit must be redeemed within twelve (12) months of its deposit, after which period the Credit will expire and be removed from the Eligible Members' Accounts. If an Eligible Member with an Active Account fails to redeem the Credit during this initial period of twelve (12) months, such Eligible Member may, during a subsequent period of twelve (12) months, contact the Defendants' guest services (contact information to be included in the Notice of Approval of the Transaction) and provide the email address linked to such Account. Upon validation that the claim is an original claim made by an Eligible Member, a Credit will be issued by email to such Eligible Member. Such a Credit will expire at a date twenty-four (24) months from its initial issuance.
3. Should an Eligible Member no longer have an Account on the App, a Credit may be issued to the email address on file. Where an Eligible Member no longer has an Account and does not receive an email with a Credit, such Eligible Member will be able to contact the Defendants' guest services (contact information to be included in a subsequent notice). Upon validation that the claim is an original claim made by an Eligible Member, a Credit will be issued by email to such Eligible Member. In all cases, each Credit will expire twenty-four (24) months from its initial issuance.
4. Within ninety (90) days from the Settlement entering into effect, the Defendants shall take the appropriate measures to permanently delete any geolocation information about group members that may be in their possession and shall instruct its third-party vendor, Radar Labs Inc., to do the same.
5. The Applicant and the Defendants have agreed on an amount of class counsel fees of CAD \$1,500,000 plus GST and HST. These fees represent any and all claimable judicial fees for this Class Action and the Other Class Actions. They are inclusive of all extra-judicial fees, expert fees, costs and disbursements and will need to be approved by the Court.

### Am I eligible to receive reparation?

If you are a group member and you do not exclude yourself from this Class Action and Settlement, you are eligible to receive a Credit. Following the approval of the Settlement by the Superior Court of Quebec,

as the case may be, the Credits will be deposited on the Tim Hortons App, and applied directly to each Eligible Members' Account. For more details, please see sections 35 to 38 of the Transaction Agreement.

#### **OTHER CLASS ACTIONS**

Please further note that there are three other proposed class actions based on similar or identical facts which have been filed in some common law provinces, namely in the following Court files (the "**Other Class Actions**"):

1. *Wai Lam Jacky Law v. Restaurant Brands International Inc. et al.* (British Columbia Supreme Court No. VLC-S-S-207985), on behalf of a putative national class;
2. *William Jung v. Restaurant Brands International Inc. et al.* (Ontario SCJ No. CV-20-00648562-00CP), on behalf of a putative national class excluding residents of Quebec; and
3. *Ashley Sitko and Ashley Cadeau v. Restaurant Brands International Inc.* (Ontario SCJ No. CV-20-00643263-00CP), on behalf of a putative national class (process to commence claim not completed).

The Parties have agreed that the Other Class Actions will be dismissed or permanently stayed, with prejudice as against all defendants identified in each of the Other Class Actions, following the Court's orders authorizing a national class for settlement purposes and approving the proposed Settlement.

#### **INTERVENTION**

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

#### **OPTING OUT**

If it is approved and comes into effect, the Settlement will be binding upon all group members who do not opt out.

If you do not wish to be bound by this Settlement for any reason whatsoever, you must take steps to exclude yourself from the group, which will result in your exclusion from the Settlement.

##### **What happens if I exclude myself?**

If you exclude yourself:

1. You will not receive any benefits under the Settlement if it is approved and comes into effect;
2. You will not be bound by the Class Action or the Settlement and could exercise valid rights of action; and
3. You will not be able to object to this Settlement.

##### **What happens if I do not exclude myself?**

If you do not exclude yourself:

1. You are eligible to receive benefits under this Settlement if it is approved and comes into effect;
2. You will be bound by the Class Action and the Settlement;

3. You will give up the right to take your own legal action against the Defendants if the Settlement comes into effect, as you will have released the Defendants by operation of law in the context of the present Class Action and Settlement; and
4. You will be able to object to the Settlement.

If you do not exclude yourself and the Settlement is approved, you give up the right to take legal action against the Defendants with respect to the collection of your geolocation data between April 1, 2019 and September 30, 2020.

**How can I exclude myself?**

To exclude yourself, you must send a written request for exclusion (“**Request for Exclusion**”) either:

(i) by mail addressed to the clerk of the Superior Court of Quebec, duly signed by yourself and containing the Court docket number of the Class Action (500-06-001081-203);

or

(ii) by email to Class Counsel using the contact information below.

The Request for Exclusion must, in all cases, be received before **August 31, 2022** and contain the following information:

1. Your name and contact information;
2. Your Account number or the email address linked to your Account.

Where the Request for Exclusion is sent by mail to the clerk of the Superior Court of Quebec, such Request for Exclusion must be received before **August 31, 2022** at the following address:

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

**Reference:**

**Class Action – SCM file no. 500-06-001081-203**  
**Holcman v. Restaurant Brands International Inc., Restaurant Brands International Limited Partnership and The TDL Group Corp.**

Where the Request for Exclusion is sent by email to Class Counsel, such Request for Exclusion must be received before **August 31, 2022** and it will be filed by Class Counsel with the clerk of the Superior Court of Quebec on your behalf.

**LPC Avocats Inc.**  
**Mtre JOEY ZUKRAN**  
276 St-Jacques Street, Suite 801  
Montreal, Quebec, H2Y 1N3  
Email: [jzukran@lpclex.com](mailto:jzukran@lpclex.com)

## OBJECTION TO THE SETTLEMENT

If you do not exclude yourself from the Class Action and this Settlement, you can tell the Court that you do not agree with this Settlement.

### **How can I tell the Court that I do not agree with this Settlement?**

If you wish to raise an objection, you are required to inform Class Counsel in writing of your objection at least ten (10) Days before the Hearing to Approve the Transaction, by communicating a document containing the following information:

- (a) The Court and Court docket number of the class action(s) concerned;

**Reference:**

**Class Action – SCM file no. 500-06-001081-203  
Holcman v. Restaurant Brands International Inc., Restaurant Brands International Limited  
Partnership and The TDL Group Corp.**

- (b) Your name and contact information;
- (c) Your Account number or the email address linked to your Account; and
- (d) A brief description of the reasons for your objection.

To present your objection to the Court, you may appear at the hearing that will be held on September 6, 2022 at 9:00 a.m. in room 16.11 of the Montreal Courthouse, located at 1 Notre-Dame Street East in Montreal, Quebec. This hearing will also take place virtually through the Teams application.

### **Do I need a lawyer in order to object to the Settlement?**

No. You can object to the Settlement without a lawyer. If you wish to be represented by a lawyer, you may hire one at your own expense.

### **If I object to the Settlement and it is approved, will I still be eligible for a Credit?**

Yes. If, despite your objection, the Settlement is still approved, you can still receive a Credit if you are eligible.

## FOR MORE INFORMATION

### **How can I obtain more information?**

For more information and access to the text of the Settlement, the schedules and the various forms, please go to the following websites:

- Class Counsel: [WWW.LPCLEX.COM](http://WWW.LPCLEX.COM) / [WWW.CLG.ORG](http://WWW.CLG.ORG)

You may also call LPC Avocats at (514) 379-1572 or Consumer Law Group 1-888-909-7863 for more information. Your name and any information provided will be kept confidential.

If approved, another notice (email) will be published in accordance with the Settlement.

In case of discrepancies between this notice and the Settlement, the Settlement shall prevail.

**The publication of this notice has been approved by the Court.**