

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Class action)

No.: 500-06-001203-229

BETWEEN

KARINE PEILLON

(the “**Applicant**”)

v.

AND

PEOPLES TRUST COMPANY

**PEOPLES CARD SERVICES LIMITED
PARTNERSHIP**

(collectively, “**Peoples Trust**”)

AND

COUCHE-TARD INC.

ALIMENTATION COUCHE-TARD INC.

THE JEAN COUTU GROUP (PJC) INC.

WAL-MART CANADA CORP.

CANADIAN TIRE CORPORATION, LIMITED

BEST BUY CANADA LTD.

SHOPPERS DRUG MART INC.

PARKLAND CORPORATION (a.d.b.a. Ultramar,
Crevier, Crevier Express, Sergaz, Dépanneur du
coin, Dépanexpress and Marché Express)

GIANT TIGER STORES LIMITED

METRO INC. (a.d.b.a. SuperC)

SOBEYS CAPITAL INCORPORATED

LOBLAWS INC. (a.d.b.a. Provigo and Maxi)

DOLLARAMA L.P.

STAPLES CANADA ULC (a.d.b.a. Bureau en
Gros)

HOME DEPOT OF CANADA INC.

CANADA POST CORPORATION

(collectively, the “**Retailers**”)

(Peoples Trust and the Retailers are collectively
hereinto referred as the “**Defendants**”)

CLASS ACTION SETTLEMENT AGREEMENT

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I. PREAMBLE

- A. WHEREAS** this Class Action Settlement Agreement is entered into by and among (i) the Applicant, Karine Peillon, and the Class, and (ii) the Defendants;
- B. WHEREAS** the Applicant filed an *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff* on or about October 25, 2022, against the Defendants before the Superior Court of Québec, Judicial District of Montreal, in the court file bearing the docket number 500-06-001203-229 and that this application was amended on July 3, 2023, on February 18, 2025 and again on March 31, 2025;
- C. WHEREAS** the Applicant alleges in her Application for Authorization that the prices advertised to consumers on the Prepaid Cards did not include the activation fees and that the sale price was not indicated clearly and legibly, and therefore violated sections 12, 40, 41, 223, 223.1, 224 c) and 228 of the *Consumer Protection Act*, CQLR c. P-40.1;
- D. WHEREAS** the Defendants contest that the Application for Authorization is well founded, and they (a) deny the allegations of liability with respect to any and all facts and claims alleged in the Application for Authorization, (b) deny that the Applicant and the putative Class Members have suffered the damages they allege, and (c) deny that the Application for Authorization satisfies the requirements for the Class Action to be authorized under applicable law;
- E. WHEREAS** the Defendants deny any wrongdoing of any kind and all liability, including any liability for monetary compensation or reparation in kind to the Class Members (as defined hereinafter), and oppose the authorization of the Class Action, including any of the relief sought;
- F. WHEREAS** on March 31, 2025, the Parties began arguing the authorization hearing before the Superior Court of Quebec, and subsequently asked the Court to postpone the hearing given that an agreement in principle had been reached during the hearing;
- G. WHEREAS** the settlement set forth in this Settlement Agreement is a product of sustained arm's-length negotiations conducted since the filing of the Application for Authorization, and is entered into by the Parties without any admission, but rather to avoid the costs and delays inherent to litigation;
- H. WHEREAS** the Defendants agree, without any admission of fault or wrongdoing, to modify how certain activation fees charged to consumers are displayed on the packaging of the Prepaid Cards as detailed hereinafter;
- I. WHEREAS** the Parties believe and confirm that the settlement set forth in this Settlement Agreement, in its entirety, is fair, reasonable and in the best interests of the Parties and of the Class Members; and

J. **WHEREAS**, for the purpose of settlement only and contingent on approvals by the Court as provided for in this Settlement Agreement, the Defendants will not oppose authorization of the Class Action.

IN LIGHT OF THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:

II. DEFINITIONS

1. Unless a different meaning is specifically indicated by the context, the following definitions shall apply to the Settlement Agreement:
 - (a) **“Administration Expenses”** means all fees, costs, and expenses of the Settlement Administrator to perform the various administrative tasks related to the administration of this settlement and the implementation of the terms and conditions of this Agreement and will be paid out of and deducted from the Settlement Amount pursuant to article 598 C.C.P.;
 - (b) **“Agreement”** or **“Settlement Agreement”** means this Class Action Settlement Agreement, including its Preamble and Schedules;
 - (c) **“Application for Authorization”** means the *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff* filed in the Action on or about October 25, 2022, as amended from time to time;
 - (d) **“Approved Claimant”** means a Class Member who has not submitted a Request for Exclusion, who has completed and submitted a valid Claim Form on or before the Claim Deadline, and whose claim has been approved and validated by the Settlement Administrator. Any dispute regarding an assessment by the Settlement Administrator of the admissibility and validity of a claim submitted by a Class Member shall be referred to the Settlement Administrator for final determination. The Settlement Administrator's decision upon such a review shall be final and binding for all legal intents and purposes;
 - (e) **“Business Practice Changes”** has the meaning ascribed to this expression in Section IV.C below;
 - (f) **“Charities”** means the non-profit organizations chosen by the Parties and approved by the Court in the event that the Distribution Fund is distributed on a *cy-près* basis in whole or in part, as more fully provided in paragraph 14 below;
 - (g) **“Claim Deadline”** means the deadline by which a Class Member must complete and submit their Claim Form, which is no later than 11:59 P.M. (Eastern Standard Time) on the 60th day following the Post-Approval Notice Date;

- (h) “**Claim Form**” means the online claim form in English and French, as approved by the Court, in the form provided in **Schedules H and I**, attesting that a Class Member has purchased at least one Prepaid Card in Québec during the Class Period. No proof of purchase is required in that regard. The Claim Form shall be uploaded on the Settlement website by the Settlement Administrator on or before the Post-Approval Notice Date;
- (i) “**Class Action**” or “**Action**” means all proceedings, exhibits and related materials filed in the matter of *Peillon v. Peoples Trust Company et al.*, bearing docket number 500-06-001203-229 in the archives of the Court;
- (j) “**Class Counsel**” means LPC Avocats;
- (k) “**Class Counsel Fees and Expenses**” means the amount for Class Counsel fees and expenses that are described more particularly in Section V of this Agreement, and that will be paid, as a first charge, out of and deducted from the Settlement Amount pursuant to article 598 C.C.P. and subject to Court approval;
- (l) “**Class Members**” or “**Class**” means all consumers who purchased a Prepaid Card issued by Peoples Trust from anywhere in the province of Québec during the Class Period;
- (m) “**Class Period**” means the period between May 9, 2019 and the date of the Pre-Approval Judgment;
- (n) “**C.C.P.**” means the *Code of Civil Procedure* of Québec;
- (o) “**Counsel for the Defendants**” means the counsel for each of the Defendants, as set out in the table below:

Defendant	Firm
Peoples Trust Company	Borden Ladner Gervais LLP
Peoples Card Services L.P.	Borden Ladner Gervais LLP
Giant Tiger Stores Ltd.	Davies Ward Phillips & Vineberg LLP
Parkland Corporation	Torys Law Firm LLP
Sobeys Capital Incorporated	Stikeman Elliott LLP
Staples Canada ULC	Audren Rolland LLP
Canada Post Corporation	Fasken Martineau DuMoulin LLP

Home Depot of Canada Inc.	McCarthy Tétrault LLP
Dollarama L.P.	Davies Ward Phillips & Vineberg LLP
Loblaws Inc.	McCarthy Tétrault LLP
Métro Inc.	Blake, Cassels & Graydon LLP
Shoppers Drug Mart Inc.	McCarthy Tétrault LLP
Best Buy Canada Ltd.	Blake, Cassels & Graydon LLP
Canadian Tire Corporation, Limited.	Davies Ward Phillips & Vineberg LLP
Wal-Mart Canada Corp.	Blake, Cassels & Graydon LLP
The Jean Coutu Group (PJC) Inc.	Blake, Cassels & Graydon LLP
Alimentation Couche-Tard Inc.	Davies Ward Phillips & Vineberg LLP
Couche-Tard Inc.	Davies Ward Phillips & Vineberg LLP

- (p) “**Court**” means the Superior Court of Québec sitting in the District of Montréal;
- (q) “**Days**” means calendar days, except that, when computing any period of time prescribed or allowed by this Agreement, the day of the act, event or default from which that period of time begins to run will not be included and the last day will be, unless it is a Saturday, a Sunday, or a legal holiday, in which case the period shall run until the end of the next day, which is not a Saturday, Sunday, or legal holiday;
- (r) “**Distribution Fund**” means the Settlement Amount, plus any interest generated thereon from the time that the Settlement Amount is paid by Peoples Trust to the Settlement Administrator in trust, minus the Class Counsel Fees and Expenses as approved by the Court, and the Administration Expenses;
- (s) “**Effective Date**” means, if no appeal is taken from the Final Judgment Approving the Settlement, forty (40) Days after the Court renders the Final Judgment Approving the Settlement as contemplated herein; or, if an appeal is taken from the Final Judgment Approving the Settlement, the date on which all appeal rights have expired, have been exhausted, or have been

finally disposed of in a manner that affirms the Final Judgment Approving the Settlement as contemplated herein;

- (t) **“Final Approval Hearing”** means the hearing to be conducted by the Court on such date as the Court may order, to determine, *inter alia*, the fairness and reasonableness of the Agreement, to approve the Class Counsel Fees and Expenses, to discharge the Released Parties of and from any and all further liability for the Released Claims, and to rule on the other matters relevant to the Final Judgment Approving the Settlement;
- (u) **“Final Judgment Approving the Settlement”** means the final judgment approving the Settlement to be rendered by the Court after the Final Approval Hearing, providing *inter alia* as follows:
 - (i) approving the Agreement as fair and reasonable;
 - (ii) approving the Post-Approval Notice Program, the Post-Approval Notice and the Claim Form, and the delays applicable to the same;
 - (iii) determining the Class Counsel Fees and Expenses, unless presented in whole or in part at a later date, at Class Counsel’s discretion or as ordered by the Court;
 - (iv) discharging the Released Parties of and from any and all further liability for the Released Claims, and permanently barring and enjoining the Releasing Parties from instituting, filing, commencing, maintaining, prosecuting or continuing to prosecute any action or proceeding of any kind in which any Released Claim is asserted in whole or in part against any Released Party before any Court, forum, regulatory authority or other tribunal, and from participating directly or indirectly in any such action or proceeding, whether individually, as a class member, collectively, representatively, derivatively, or in any other capacity whatsoever; and
 - (v) issuing such other findings, determinations, and orders as the Court or the Parties deem necessary and appropriate to implement the Agreement.
- (v) **“Fonds d’aide”** means the Fonds d’aide aux actions collectives created pursuant to the *Act respecting the Fonds d’aide aux actions collectives*, CQLR c. F-3.2.0.1.1;
- (w) **“Interac E-Transfer”** means an electronic transfer of funds made by the Settlement Administrator to an Approved Claimant via the Interac Canadian interbank network. There shall be a maximum of one Interac E-Transfer per Approved Claimant no matter how many Prepaid Cards the said Approved Claimant has purchased during the Class Period (unless a redistribution is subsequently ordered by the Court). The dollar value of each Interac E-

Transfer shall be equal to the Distribution Fund divided by the number of Approved Claimants, with a minimum value of \$3.00 and a maximum value of \$100.00 per Interac E-Transfer;

- (x) **“Notice”** or **“Class Notice”** means the Notice, as approved by the Court, that will be published for the benefit of the Class Members in accordance with the Notice Program described in Section VII herein, and includes the Pre-Approval Notice, the Post-Approval Notice, and any other notice the Court may order to be published for the benefit of the Class Members, in case the Agreement is terminated or otherwise;
- (y) **“Notice Date”** means five (5) Days after the date of the Court’s Pre-Approval Judgment, or any other date set by the Court, by which the Settlement Administrator and the Parties shall cause the Class Notice, in both French and English, to be published in accordance with the Notice Program;
- (z) **“Notice Program”** means the notice program set forth in **Schedule A** approved by the Court;
- (aa) **“Objection Deadline”** means the date by which Class Members may file an objection to the Settlement with the Court or notify Class Counsel of same by e-mail, and shall be no later than thirty (30) Days after the Notice Date. It is understood by the Parties that the Court, in its discretion, may allow an objection to be filed or presented by a Class Member after the Objection Deadline up to and including on the date of the Final Approval Hearing;
- (bb) **“Opt-Out Deadline”** means the postmark or e-mail date by which a Request for Exclusion may be submitted to the Court for a Class Member to be excluded from the Class Action and shall be stated in the Class Notice. This date shall be no later than thirty (30) Days after the Notice Date;
- (cc) **“Payment Network Operators”** means the operators of the American Express, Visa and Mastercard payment networks as well as their parent companies or entities, subsidiaries, divisions, departments, and affiliates, and any of their respective past, present and future shareholders, directors, officers, employees, partners, agents, mandataries, representatives, attorneys, insurers, predecessors, successors, and assigns;
- (dd) **“Pre-Approval Application”** means the application in which the Applicant will, *inter alia*, ask the Court to authorize the Class Action for settlement purposes only between the Parties, to modify the class description in line with the definition of the Class and the Class Period in this Agreement, to approve the Notice and the Notice Program, and to appoint the Settlement Administrator;
- (ee) **“Pre-Approval Judgment”** means the judgment in which the Court will rule on the Pre-Approval Application and, *inter alia*, authorize the Class Action

for settlement purposes only between the Parties, modify the class description in line with the definition of the Class and the Class Period in this Agreement, approve the Notice and the Notice Program, including the Opt-Out Deadline and Objection Deadline, and appoint the Settlement Administrator;

- (ff) **“Pre-Approval Notice”** means the Notice to be published for the benefit of the Class Members in accordance with the provisions of the Pre-Approval Judgment, including a Long-form Notice in English and French (in the forms provided in **Schedules B** and **C**, subject to Court approval) and a Short-form Notice in English and French (in the forms provided in **Schedules D** and **E**, subject to Court approval);
- (gg) **“Pre-Approval Notice Date”** means five (5) Days after the date of the Pre-Approval Judgment, or any other date set by the Court, by which the Settlement Administrator and the Parties shall cause the Pre-Approval Notice to be published in accordance with the Notice Program;
- (hh) **“Prepaid Cards”** means the prepaid cards such as the *“Vanilla,” “Perfect Gift”* and *“American Express”* cards issued and/or distributed by Peoples Trust;
- (ii) **“Post-Approval Notice”** means the Notice to be published for the benefit of the Class Members in accordance with the provisions of the Final Judgment Approving the Settlement, in English and French (in the forms provided in **Schedules F** and **G**, subject to Court approval);
- (jj) **“Post-Approval Notice Date”** means ten (10) Days after the Effective Date, or any other date set by the Court, by which the Settlement Administrator and Class Counsel shall cause the Post-Approval Notice to be published in accordance with the Notice Program and the Settlement Administrator shall upload the Claim Form on the Settlement website;
- (kk) **“Released Claims”** means any and all claims, demands, rights, actions, suits, allegations, and/or causes of action of whatever kind or nature that are, could have been, or in the future might be asserted by any Releasing Party against any Released Party in the Class Action or in any other action or proceeding, arising out of or related to, directly or indirectly, the allegations, facts, circumstances and causes of action made or asserted, or that could have been made or asserted, in the Class Action;
- (ll) **“Released Parties”** means the Defendants, their parent companies or entities, subsidiaries, divisions, departments, and affiliates, and any of their respective past, present and future shareholders, directors, officers, employees, partners, agents, mandataries, representatives, attorneys, insurers, predecessors, successors, and assigns, as well as any of their respective affiliates, franchisees, independent retailers, wholesalers,

licensees and all other natural or legal persons, corporations, partnerships, associations or other entities who operate or have operated stores in which Prepaid Cards were sold, and any Payment Network Operators, licensors, distributors, program managers, and all other persons or corporations involved in the distribution of the Prepaid Cards purchased by the Class Members. It is expressly understood that, to the extent a Released Party is not a Party to the Agreement, any such Released Party is an intended third-party beneficiary of the Agreement;

- (mm) **“Releasing Parties”** means the Applicant and each and every Class Member who has not submitted a valid Request for Exclusion, including each of their respective liquidators, executors, representatives, heirs, spouses, trustees, guardians, mandataries, agents, affiliates, predecessors, successors, and assigns, and each of their respective past, present and future employees, partners, mandataries, agents, attorneys, insurers, representatives and subrogees, and all those claiming through them or asserting duplicative claims for relief on their behalf;
- (nn) **“Request for Exclusion”** means the written communication that must be submitted to the Court pursuant to article 580 C.C.P. and postmarked on or before the Opt-Out Deadline by a Class Member who wishes to be excluded from the Class, which may also be sent to Class Counsel via e-mail;
- (oo) **“Settlement”** means the settlement set forth in this Agreement;
- (pp) **“Settlement Administrator”** means the firm Concilia Services Inc., as proposed by the Applicant and Class Counsel, subject to Court approval, to administer the Claims process or any part of the Notice Program, or both, in accordance with the terms of this Settlement Agreement, subject to the approval of the Court;
- (qq) **“Settlement Amount”** means the total, all-inclusive amount of **\$5,500,000.00** to be paid by Peoples Trust, solely, to the Settlement Administrator in trust on or before the Settlement Amount Payment Date, plus any interest accumulated thereon. The Settlement Amount is paid to the Class Members in the form of a collective recovery and constitutes the amount recovered collectively within the meaning of articles 593, 595 and 598 C.C.P. The Settlement Amount is all-inclusive and shall cover all amounts payable, including without limitation: (1) the Class Counsel Fees and Expenses as a first charge; (2) the Administration Expenses, including all costs related to the Notice Program, and all costs related to the distribution of the Distribution Fund; (3) the amount payable to the Fonds d’aide, if any; and (4) any other fees, costs, taxes, or expenses that may arise from the Settlement or the Class Action;
- (rr) **“Settlement Amount Payment Date”** means January 30, 2026.

III. **CONDITIONAL AUTHORIZATION FOR SETTLEMENT PURPOSES ONLY**

2. This Agreement and every term and condition contained therein are made for Settlement purposes only and are subject to and conditional upon this Agreement not being terminated, as provided in Section IX below, the Parties' continued performance of their obligations hereunder, the issuance by the Court of the Final Judgment Approving the Settlement as contemplated herein, and the occurrence of the Effective Date.
3. Neither the fact of this Agreement, nor any provision contained herein, nor any action taken hereunder shall constitute or be construed as an admission, in this Class Action or in any other action or proceeding, of the validity of any claim, allegation or cause of action made by the Applicant in the Class Action, nor of any wrongdoing or liability on the part of any Released Party, nor of the propriety of authorizing a class action for any purpose other than the Settlement.
4. As part of the Pre-Approval Application, the Applicant will seek authorization of the Action as a class action for Settlement purposes only, approval of the Applicant as an adequate Class representative, of the Notice Program and the Class Notice, and the appointment of the Settlement Administrator. The Defendants hereby consent to the said authorization, without admission and for Settlement purposes only.
5. Regardless of whether the Effective Date occurs, the Parties' agreement to class action authorization for Settlement purposes only, and any statements or submissions made by the Parties in connection with seeking the Court's approval of this Agreement, shall not be deemed to be a stipulation as to the propriety of class action authorization or any admission of fact or law regarding any request for class action authorization in this Action or in any other action or proceeding, whether or not involving the same or similar claims.
6. The Court's authorization of the Class Action pursuant to this Agreement shall not be deemed to be an adjudication of any fact or issue for any purpose other than the accomplishment of the provisions of this Agreement and shall not be considered *res judicata* unless and until the Court enters a Final Judgment Approving the Settlement and the Effective Date occurs.
7. In the event that the Court fails to render the Pre-Approval Judgment or the Final Judgment Approving the Settlement as contemplated herein; or, if rendered, one of the said judgments is reversed, vacated, or modified in any material respect by another court; or the Effective Date does not occur for any reason; or the Agreement is otherwise terminated or rendered null and void — then:
 - (a) this Agreement, including the Parties' agreement to class action authorization for settlement purposes only, shall be null and void for all legal intents and purposes whatsoever and will not constitute, be construed as,

or be admissible in evidence as an admission of any kind or be used for any purpose in the Class Action or any other action;

- (b) the Pre-Approval Judgment, if rendered, shall be vacated for all legal intents and purposes whatsoever, and thereafter no class or classes will remain authorized;
- (c) any Administration Expenses, other fees, costs, taxes, or expenses incurred up until that point shall be paid out of the Settlement Amount and the remaining balance shall be returned forthwith to Peoples Trust by the Settlement Administrator, including interest; and
- (d) the Parties shall retain all the rights they had immediately preceding the execution of this Agreement, including the Applicant's right to seek authorization of the same Class in the Class Action, and Defendants' right to oppose such authorization on any available grounds.

IV. SETTLEMENT RELIEF AND RELEASES

A. Settlement Amount

- 8. The maximum amount of the Defendants' monetary obligations under this Agreement shall be the Settlement Amount.
- 9. The Defendants shall not be required to pay any other amount of any kind to the Applicant, the Class Members, Class Counsel, the Settlement Administrator, the Fonds d'aide, or any other person or entity whatsoever, including without limitation any other amount on account of capital, interest, additional indemnity, costs, Class Counsel Fees and Expenses, Administration Expenses, advances or other expenditures by the Fonds d'aide, and/or taxes of any kind.
- 10. On or before the Settlement Amount Payment Date, Peoples Trust shall pay the amount of \$5,500,000.00 to the Settlement Administrator in trust. The Settlement Administrator shall forthwith issue a formal receipt and release to Peoples Trust evidencing the said payment and shall deposit that amount in an interest-bearing account for the benefit of the Class Members and beneficiaries of the payments provided for in this Agreement.

B. Distribution of the Distribution Fund

- 11. Class Counsel and the Settlement Administrator shall be solely responsible for the distribution of the Distribution Fund to the Approved Claimants in accordance with the provisions of this Agreement, and for the payment, out of the Settlement Amount, of the Class Counsel Fees and Expenses, as approved by the Court, and the Administration Expenses. The Defendants shall have no responsibility whatsoever in that regard and shall be fully released of any further obligations under this Settlement upon making the payment provided in paragraph 10 above.

12. On or before the Post-Approval Notice Date, Class Counsel and the Settlement Administrator shall cause the Post-Approval Notice to be published for the benefit of the Class Members in accordance with the Notice Program, and the Settlement Administrator shall upload the Claim Form on the Settlement website.
13. The maximum net amount to be paid to the Class Members is the Distribution Fund, which the Settlement Administrator shall pay equally among the Approved Claimants by means of Interac E-Transfers, as follows:
 - (a) if the number of Approved Claimants is such that the value of each Interac E-Transfer is between \$3.00 and \$100.00, the Settlement Administrator shall cause an Interac E-Transfer to be sent to each Approved Claimant within a delay of thirty (30) days following the Claim Deadline;
 - (b) if the number of Approved Claimants is such that the value of each Interac E-Transfer equals the maximum amount of \$100.00 and, after all reasonable efforts have been made to distribute Interac E-Transfers to the largest possible number of Approved Claimants, there remains an undistributed balance of the Distribution Fund, the said remaining balance, subject to Court approval, shall be distributed *cy-près* to the Charities by the Settlement Administrator within the delay ordered by the Court, as provided under Section 14 below and in accordance with the provisions of art. 596 para. 3 C.C.P.;
 - (c) if the number of Approved Claimants is such that the value of each Interac E-Transfer would be equal to an amount of less than \$3.00, the Parties, taking into account the costs and expenses that would be incurred in that regard, have agreed that the distribution of an Interac E-Transfer to each Approved Claimant would be impracticable, inappropriate and too costly. Consequently, subject to Court approval, if this occurs, the Distribution Fund shall be distributed *cy-près* to the Charities by the Settlement Administrator within the delay ordered by the Court, as provided under Section 14 below and in accordance with the provisions of art. 597 C.C.P.
14. In the event that the Distribution Fund, in whole or in part, must be distributed *cy-près* to the Charities under the provisions of paragraph 13 above, the following rules shall apply, subject to Court approval:
 - (a) the Settlement Administrator shall advise the Parties forthwith that the Distribution Fund, subject to Court approval, must be distributed *cy-près* to Charities, in whole or in part, under the provisions of paragraph 13(c) above, and shall inform them of the amount to be so distributed;
 - (b) within a delay of 30 days following this notice, the Applicant shall select, in her discretion, a Charity or Charities to whom 50% of the *cy-près* distribution shall be made, and Peoples Trust shall do likewise for the other 50% of the *cy-près* distribution;

- (c) within a delay of thirty (30) days following these selections, the Applicant shall file an application with the Court to approve the *cy-près* distribution in accordance with the Applicant's and Peoples Trust's choice in that regard, and subject to any terms and conditions to be imposed by the Court. The Defendants shall be notified of that application and may make representations to the Court in that regard;
- (d) within the delay provided by the Court, the Settlement Administrator shall proceed to the *cy-près* distribution by paying the amounts owing to the Fonds d'aide pursuant to the percentage determined under the *Regulation Respecting the Percentage Withheld by the Class Action Assistance Fund*, CQLR c. F-3.2.0.1.1, r. 2., then to the Charities, the whole after payment of Class Counsel Fees and Expenses and of any applicable Administration Expenses.

15. Once the Settlement Administrator has distributed the Distribution Fund as described above, the Settlement Administrator shall submit a report to the Court and the Parties forthwith confirming the same and the details of the said distribution, and the Parties shall diligently apply to the Court for a closing judgment.

C. Business Practice Changes

16. As a condition *sine qua non* for the Applicant's acceptance of this Agreement, Peoples Trust will ensure that the packaging of any prepaid card issued during any printing cycle occurring at the earliest 12 months after Effective Date will include the following feature:

- (a) the font size of the Activation fees will be equal or greater than the font size used to indicate the nominal value of the Prepaid Cards; and
- (b) the Activation fees and the nominal value of the Prepaid Cards will be displayed in the same area on the packaging of the Prepaid Cards;

in a format similar to the sample packaging included at **Schedule J** hereof (the "**Business Practice Changes**").

17. Current inventories of the Released Parties will be sold as is, and the new prepaid cards will be distributed and sold in the normal course of business in accordance with the Business Practice Changes. No other changes to the display or sale of Prepaid Cards are required.
18. The Business Practice Changes shall remain in effect so long as the legislative provisions raised in the Class Action also remain in effect and are not otherwise repealed or amended.

19. The Applicant and Class Counsel acknowledge that the Business Practice Changes resolve all legal claims made in the Class Action and are in compliance with the law.

D. Releases

20. The Agreement shall be the sole and exclusive remedy for all Released Claims of all Releasing Parties against all Released Parties. No Released Party shall be subject to liability of any kind to any Releasing Party with respect to any Released Claim.
21. Upon the Effective Date, each and every Releasing Party shall be deemed to have released and forever discharged each of the Released Parties of and from any and all liability for any and all Released Claims, and shall be permanently barred and enjoined from instituting, filing, commencing, maintaining, prosecuting or continuing to prosecute any action or proceeding of any kind in which any Released Claim is asserted in whole or in part against any Released Party before any Court, forum, regulatory authority or other tribunal, and from participating directly or indirectly in any such action or proceeding, whether individually, as a class member, collectively, representatively, derivatively or in any other capacity whatsoever. For certainty, the release will cover any future claim that the Releasing Party could have during the transition period required to implement the Business Practice Changes and for the natural run-off of stocks, except for claims resulting from any alleged breach of Section 16 hereof.
22. Upon the Effective Date, each of the Released Parties shall be deemed to have released and forever discharged each of the Releasing Parties and their respective counsel, including Class Counsel, for all claims arising out of or relating to the institution, prosecution and resolution of the Class Action, except to enforce the terms and conditions contained in this Agreement.

E. No Admission

23. Whether or not consummated, this Agreement is not and may not be construed as, offered or received in evidence as, or deemed to be evidence of a presumption, a concession or an admission of any kind by any Released Party of the truth of any fact alleged or of the validity of any claim or cause of action that has been, could have been, or in the future might be asserted by a Releasing party or any person, whether in the context of a litigation or otherwise, nor of any liability, fault or wrongdoing of any kind by any Released Party.

V. CLASS COUNSEL FEES AND EXPENSES

24. As part of the application for approval of the Settlement Agreement detailed at paragraph 1(u), or as a separate application subsequently presented, Class Counsel will ask for the Court's approval of Class Counsel fees in the amount of 30% plus taxes of the Settlement Amount, plus disbursements. The approved amount of Class Counsel Fees and Expenses shall be paid by the Settlement

Administrator in accordance with the Court's judgment, once the said judgment is no longer subject to being appealed and becomes final and executory.

25. The Class Counsel Fees and Expenses are inclusive of all judicial and extrajudicial legal fees, costs, and disbursements of any kind, as well as any advances received from the Fonds d'aide incurred up to and including the Effective Date.
26. Class Counsel will make representations before the Court to obtain approval of the Class Counsel Fees and Expenses. The Defendants shall take no position with regards to the approval of the Class Counsel Fees and Expenses, during the Final Approval Hearing or at another hearing in which the Applicant will seek approval of the Class Counsel Fees and Expenses, other than that Peoples Trust has agreed to pay them out of the Settlement Amount as fair and reasonable in the circumstances.
27. In consideration of the payment of the Class Counsel Fees and Expenses, as approved by the Court, and of the terms and conditions of this Agreement, Class Counsel shall not claim any other fee, cost, expense, or disbursement of any kind whatsoever from any Released Party or Class Member. Furthermore, Class Counsel undertakes not to institute any new action in which any Released Claim is asserted against any Released Party before any Court, forum, regulatory authority or other tribunal, or to participate directly or indirectly in any such action, whether as counsel of record, counsel, mandatary, or advisor, except for claims resulting from any alleged breach of Section 16 hereof.
28. The Parties recognize and agree that the approval of the Settlement Agreement is not conditional upon the approval of Class Counsel Fees and Expenses.

VI. SETTLEMENT ADMINISTRATOR

29. The Parties have retained Concilia Services Inc. as the Settlement Administrator to help implement the terms and conditions of the Agreement, subject to Court approval.
30. The Settlement Administrator shall assist with various administrative tasks related to the administration of the Settlement and the implementation of the terms and conditions of this Agreement, including, without limitation:
 - (a) causing the Class Notice to be published pursuant to the Notice Program;
 - (b) answering written inquiries from Class Members and/or forwarding such inquiries to Class Counsel, and answering telephone calls until a closing judgment is rendered;
 - (c) preparing a report on the dissemination of the Class Notice, to be filed prior to the Final Approval Hearing, confirming the last date on which the Pre-Approval Notice was published;

- (d) proceeding with the distribution of the Distribution Fund in accordance with the terms and conditions set forth herein; and
 - (e) otherwise assisting with the administration of the Settlement and the implementation of the terms and conditions of this Agreement.
31. The Settlement Administrator shall accurately and objectively describe the provisions of this Agreement in communications with Class Members and train and instruct its employees and agents to do so; shall provide prompt, accurate and objective responses to inquiries from Class Counsel and/or the Defendants or Counsel for the Defendants; and shall keep a clear and careful record of all communications with Class Members, all expenses incurred, all data obtained, and all of the tasks they have performed in the context of the Settlement.

VII. NOTICE PROGRAM

A. Pre-Approval Notice

32. No later than the Pre-Approval Notice Date, the Settlement Administrator and the Parties shall cause the Pre-Approval Notice to be published in accordance with the Notice Program.
33. The Parties agree that the Notice Program provides the most efficient means to effect notice to the Class under the circumstances of this case.
34. At or prior to the Final Approval Hearing, the Parties and the Settlement Administrator shall provide the Court with a report attesting that the Pre-Approval Notice has been published in accordance with the Notice Program.

B. Objections

35. Unless otherwise authorized by the Court, any Class Member who intends to object to the approval of the Agreement must do so in writing no later than the Objection Deadline.
36. The written objection must be filed with the Court or sent to Class Counsel by e-mail (jzukran@lpclex.com) by no later than the Objection Deadline. The written objection must include:
- (a) A heading which refers to the Class Action: *Peillon v. Peoples Trust Company et al.* (S.C.M., no. 500-06-001203-229);
 - (b) The objector's name, address, telephone number and e-mail address and, if represented by counsel, the name of his or her counsel;
 - (c) A statement that the objector purchased a Prepaid Card in Québec during the Class Period;

- (d) A statement that the Class Member is objecting to the approval of the Agreement and the grounds supporting the objection;
 - (e) Copies of any papers, briefs, or other documents upon which the objection is based;
 - (f) Whether the objector intends to appear at the Final Approval Hearing, either in person, remotely or through counsel; and
 - (g) The objector's signature.
37. Any Class Member who files or sends a written objection no later than the Objection Deadline, as described above, may appear at the Final Approval Hearing, either in person, remotely or through counsel hired at the Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Agreement.
38. Unless otherwise authorized by the Court, any Class Member who fails to comply with the above provisions shall waive and forfeit any and all rights he or she may have to object and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments entered in the Action.

C. Requests for Exclusion (to Opt-Out)

39. Any Class Member may request to be excluded (to opt-out) from the Class Action.
40. A Class Member who wishes to opt-out of the Class must do so by sending to the clerk of the Court a written Request for Exclusion that is postmarked no later than the Opt-Out Deadline. The Request for Exclusion may also be sent to Class Counsel via e-mail (jzukran@lpclex.com), and Class Counsel will then file it in the Court record.
41. The Request for Exclusion must be personally signed or emailed by the Class Member requesting exclusion, include his or her e-mail address and/or mailing address, and contain a statement that indicates a desire to be excluded from the Class Action.
42. Any Class Member who does not file or send a timely written Request for Exclusion shall be bound by all subsequent proceedings, orders and the Final Judgment Approving the Settlement in the Action, unless they already have pending litigation or arbitration against the Defendants relating to the Released Claims.
43. Any Class Member who properly requests to be excluded from the Class Action shall not be bound by any orders or judgments entered in the Action, gain any rights by virtue of the Agreement, nor be entitled to object to any aspect of the Agreement.

D. Post-Approval Notice and Claim Form

44. No later than the Post-Approval Notice Date, the Parties and the Settlement Administrator shall cause the Post-Approval Notice to be published in accordance with the Notice Program, and the Settlement Administrator shall cause the Claim Form to be uploaded on the Settlement website.
45. The Parties agree that the Notice Program provides the most efficient means to effect notice to the Class under the circumstances of this case.
46. At or prior to the request to obtain a closing judgment, the Settlement Administrator and Class Counsel shall provide the Court with a report attesting that the Post-Approval Notice has been published in accordance with the Notice Program.

E. Media Communications

47. Following the issuance of the Pre-Approval Judgment and following the issuance of the Final Judgment Approving the Settlement, Class Counsel may issue a press release.
48. Any such press release shall only include information relating to the Class Action or this Agreement available in the public record. The Parties agree not to make any disparaging comments about the other, and any other statements or communications to the media or the public generally pertaining to the Class Action, this Agreement or its terms, shall be limited to promoting the virtues of this Agreement. Only the name of the Peoples Trust will appear in any press release, class notice, banner, or ad related to the notice program or the settlement. The press release may refer to generic categories of businesses (e.g. grocery stores, convenience stores, pharmacies, gas stations, etc.), but the Retailers must not be identified using their specific names in the press release.
49. The Defendants may make such disclosures regarding the Class Action and the terms of the Agreement as they deem necessary in their filings with regulators, or to their auditors, or as otherwise required by law.
50. Nothing herein shall prevent Class Counsel from responding to Class Members' inquiries regarding the Agreement in a manner consistent with the terms and conditions of this Agreement.

VIII. REPRESENTATIONS AND WARRANTIES

51. The Defendants represent and warrant (a) that they have the requisite corporate power and authority to execute, deliver and perform the Agreement and to consummate the transactions contemplated hereby; (b) that the execution, delivery and performance of the Agreement and the consummation by them of the transactions contemplated herein have been duly authorized by necessary corporate action on the part of the Defendants; and (c) that the Agreement has

been duly and validly executed and delivered by the Defendants and constitutes their legal, valid, and binding obligation.

52. The Applicant represents and warrants (a) that she is entering into the Agreement without the receipt of any consideration other than what is provided in the Agreement or disclosed to and authorized by the Court; and (b) that she has reviewed the terms of the Agreement in consultation with Class Counsel and believes them to be fair and reasonable.
53. The Parties warrant and represent that no promise, inducement or consideration for the Agreement has been made, except those set forth herein.

IX. TERMINATION OF AGREEMENT

54. Peoples Trust may unilaterally withdraw from and terminate this Agreement if more than 500 Class Members have submitted valid and timely Requests for Exclusion.
55. Peoples Trust may exercise their right to terminate under this Section by giving notice thereof to the Court, Class Counsel and the other Defendants before the date of the Final Approval Hearing.
56. If Peoples Trust elects to terminate the Agreement pursuant to this Section, the Agreement, subject to paragraph 58 hereto, and all related documents exchanged or signed by the Parties or submitted to the Court, shall be null and void for all legal intents and purposes whatsoever and shall have no effect of any kind on the Class Action or its adjudication.
57. In the event of termination, the Settlement Administrator shall provide information regarding the termination to the Class Members under the same conditions as those provided in the Notice Program, which costs shall be borne by the Defendants. The Defendant(s) terminating the Agreement will be responsible for all Administration Expenses up until the termination date.
58. In the event of termination, all Parties shall be restored to their respective positions as of immediately prior to the date of execution of this Agreement. Upon termination, Section III herein shall survive and be binding on the Parties, but this Agreement shall otherwise be null and void for all legal intents and purposes whatsoever.

X. MISCELLANEOUS

59. *Entire Agreement* — The Agreement, including its Preamble and Schedules, shall constitute the entire Agreement between the Parties with regard to its provisions and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of the Agreement.

60. *Modification* — The Agreement may not be changed, modified, or amended except in writing signed by Class Counsel and Counsel for the Defendants and, if required, approved by the Court. The Parties contemplate that the Schedules to the Agreement may be modified by subsequent agreement of Counsel for the Defendants and Class Counsel, or by the Court. The Parties may make non-material changes to the Schedules to the extent deemed necessary, as agreed to in writing by all Parties.
61. *Notices* — Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by e-mail to:
- (a) To the attention of the Applicant, Class Members or Class Counsel:
- (i) Mtre. Joey Zukran
LPC Avocats
276 Rue Saint-Jacques, Suite 801
Montréal, Québec H2Y 1N3
Telephone: 514.379.1572
E-mail: jzukran@lpclex.com
- (b) To the attention of the Defendants or Counsel for the Defendant(s):
- (i) For Peoples Trust
- Mtre. Patrick Plante
Borden Ladner Gervais LLP
1000, rue De La Gauchetière Ouest, Suite 900
Montréal, Québec H3B 5H4
Telephone: 514.954.2571
E-mail: pplante@blg.com
- (ii) Giant Tiger Stores Ltd.
- Mtre. Julie Girard
Davies Ward Phillips & Vineberg LLP
1501 McGill College Avenue, 27th Floor
Montréal, Québec H3A 3N9
Telephone: 514.841.6506
E-mail: jgirard@dwpv.com
- (iii) Parkland Corporation
- Mtre. Christopher Richter
Torys Law Firm LLP
1000, rue de la Gauchetière West, Suite 4000
Montréal, Québec H3B 4W5
Telephone : 514.868.5600
E-mail : crichter@torys.com

- (iv) Sobeys Capital Incorporated

Mtre. Yves Martineau
Stikeman Elliott LLP
1100 René-Lévesque Blvd. West, Suite 4100
Montréal, Québec H3B 3V2
Telephone : 514.397.3000
E-mail : ymartineau@stikeman.com

- (v) Staples Canada ULC

Mtre. Emmanuelle Rolland
Audren Rolland LLP
393, rue Saint-Jacques, Suite 248
Montréal, Québec H2Y 1N9
Telephone: 514.974.3145
E-mail: erolland@audrenrolland.com

- (vi) Canada Post Corporation

Mtre. Noah Boudreau
Fasken Martineau DuMoulin LLP
800, rue du Square Victoria, Suite 3500
Montréal, Québec H3C 0B4
Telephone : 514.397.7400
E-mail : nboudreau@fasken.com

- (vii) Home Depot of Canada Inc.

Mtre. Jean Lortie
McCarthy Tétraut LLP
1000, rue de la Gauchetière West, Suite MZ400
Montréal, Québec H3B 0A2
Telephone : 514.397.4100
E-mail : jlortie@mccarthy.ca

- (viii) Dollarama L.P.

Mtre. Jean-Philippe Groleau
Davies Ward Philipps & Vineberg LLP
1501, Avenue McGill College, Suite 2600
Montréal, Québec H3A 3N9
Telephone: 514.841.6400
E-mail: jpgroleau@dwpv.com

- (ix) Loblaws Inc.

Mtre. Sarah Woods
McCarthy Tétraut LLP
1000, rue de la Gauchetière West, Suite MZ400
Montréal, Québec H3B 0A2
Telephone : 514.397.4100
E-mail : swoods@mccarthy.ca

(x) Métro Inc.

Mtre. Claude Marseille
Blake, Cassels & Graydon LLP
1, Place Ville-Marie, Suite 3000
Montréal, Québec H3B 4N8
Telephone: 514.982.4000
E-mail: claudio.marseille@blakes.com

(xi) Shoppers Drug Mart Inc.

Mtre. Sarah Woods
McCarthy Tétraut LLP
1000, rue de la Gauchetière West, Suite MZ400
Montréal, Québec H3B 0A2
Telephone : 514.397.4100
E-mail : swoods@mccarthy.ca

(xii) Best Buy Canada Ltd.

Mtre. Claude Marseille
Blake, Cassels & Graydon LLP
1, Place Ville-Marie, Suite 3000
Montréal, Québec H3B 4N8
Telephone: 514.982.4000
E-mail: claudio.marseille@blakes.com

(xiii) Canadian Tire Corporation, Limited

Mtre. Julie Girard
Davies Ward Philipps & Vineberg LLP
1501, Avenue McGill College, Suite 2600
Montréal, Québec H3A 3N9
Telephone: 514.841.6400
E-mail: jgirard@dwpv.com

(xiv) Wal-Mart Canada Corp.

Mtre. Claude Marseille
Blake, Cassels & Graydon LLP

1, Place Ville-Marie, Suite 3000
Montréal, Québec H3B 4N8
Telephone: 514.982.4000
E-mail: claire.marseille@blakes.com

- (xv) The Jean Coutu Group (PJC) Inc.

Mtre. Claude Marseille
Blake, Cassels & Graydon LLP
1, Place Ville-Marie, Suite 3000
Montréal, Québec H3B 4N8
Telephone: 514.982.4000
E-mail: claire.marseille@blakes.com

- (xvi) Alimentation Couche-Tard Inc.

Mtre. Julie Girard
Davies Ward Philipps & Vineberg LLP
1501, Avenue McGill College, Suite 2600
Montréal, Québec H3A 3N9
Telephone: 514.841.6400
E-mail: jgirard@dwpv.com

- (xvii) Couche-Tard Inc.

Mtre. Julie Girard
Davies Ward Philipps & Vineberg LLP
1501, Avenue McGill College, Suite 2600
Montréal, Québec H3A 3N9
Telephone: 514.841.6400
E-mail: jgirard@dwpv.com

62. *Good Faith* — The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purposes of this Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.
63. *Binding on Heirs, Successors and Assigns* — The Agreement shall be binding upon and enure to the benefit of the heirs, successors and assigns of the Parties.
64. *Arms' Length Negotiations* — The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement have been made by mutual understanding after arms'-length and good faith negotiations.
65. *"Contra Proferentem" Rule Excluded* — This Agreement shall not be construed against any Party on the basis that it was the drafter or participated in the drafting of the Agreement, the Parties agreeing that the drafting of this Agreement has been a mutual undertaking.

66. *Waiver* — The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.
67. *Schedules* — All Schedules to this Agreement are material and integral parts hereof and are incorporated by reference as if fully rewritten herein. In the event of any variance between the terms of this Agreement and those of any of the Schedules hereto, the terms of this Agreement shall control and supersede the terms of the said Schedule or Schedules that vary therefrom.
68. *Taxes* — No opinion concerning the tax consequences of the Agreement to any Class Member is or will be given by the Defendants, Counsel for the Defendants, Class Counsel or the Applicant, nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of the Agreement as to any Class Member. Each Class Member, including the Applicant, is responsible for his or her tax reporting and other obligations respecting the Agreement, if any.
69. *Governing Law* — The Agreement shall be construed under and governed by the laws applicable in Québec, applied without regard to conflict of laws provisions.
70. *Jurisdiction* — The Parties hereby submit to the exclusive jurisdiction of the Court concerning any and all matters related to the interpretation or application of this Agreement. The Court shall retain exclusive and continuing jurisdiction to interpret, apply, and enforce the terms, conditions, and obligations under the Agreement, including managing any ancillary matters that may arise from this Agreement.
71. *Language* — The Parties acknowledge that they have required and consented that this Agreement and all related documents be drafted in English. *Les parties reconnaissent avoir exigé et consenti à ce que la présente convention et tous les documents connexes soient rédigés en anglais.* Nevertheless, Defendants have procured a French translation of the Agreement at their cost. In the event of any dispute as to the interpretation or application of this Agreement, the English version shall govern.
72. *Transaction* — This Agreement constitutes a transaction in accordance with the provisions of articles 2631 and following of the *Civil Code of Québec*, and the Parties hereby waive any error of fact, law, or calculation as a basis for attacking its validity.
73. *Execution in Counterparts* — The Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures scanned to PDF or using an e-signature software, such as the DocuSign signature software, and sent by e-mail shall be treated as original signatures and shall be binding.
74. *Authorized Signatures* — Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, on behalf of the Parties identified above and their law firms.

[Signature page follows]

**IN WITNESS THEREOF, THE PARTIES HAVE SIGNED ON THE DATES SPECIFIED
HEREUNDER.**

On

KARINE PEILLON

On

On

PEOPLES TRUST COMPANY

By:

PEOPLES CARD SERVICES L.P.

represented by its general partner

PEOPLES CARD SERVICES LTD.

By:

On

On

PEOPLES TRUST COMPANY

By:

PEOPLES CARD SERVICES L.P.

represented by its general partner

PEOPLES CARD SERVICES LTD.

By:

On

On

COUCHE-TARD INC.

By:

ALIMENTATION COUCHE-TARD INC.

By:

On

On

THE JEAN COUTU GROUP (PJC) INC.

By:

WAL-MART CANADA CORP.

By:

On

On

**CANADIAN TIRE CORPORATION,
LIMITED**

By:

BEST BUY CANADA LTD.

By:

On

On

SHOPPERS DRUG MART INC.

By:

PARKLAND CORPORATION

By:

On

On

GIANT TIGER STORES LIMITED

By:

METRO INC.

By:

On

On

SOBEYS CAPITAL INCORPORATED

By:

LOBLAWS INC.

By:

On

On

DOLLARAMA L.P. represented by its
general partner **DOLLARAMA GP INC.**
By:

STAPLES CANADA ULC
By:

On

On

HOME DEPOT OF CANADA INC.
By:

CANADA POST CORPORATION
By:

SCHEDULES TO THE CLASS ACTION SETTLEMENT AGREEMENT

Notice Program

- A. Notice Program (Pre-Approval and Post-Approval).

Pre-Approval Notice

- B. Long Form, in English.
- C. Long Form, in French.
- D. Short Form, in English.
- E. Short Form, in French.

Post-Approval Notice and Claim Form

- F. Post-Approval Notice, in English.
- F.1 Post-Approval Notice, Short Form, in English.
- G. Post-Approval Notice, in French.
- G.1 Post-Approval Notice, Short Form, in French.
- H. Claim Form, in English.
- I. Claim Form, in French.

Business Practice Changes

- J. *En liasse*, pictures of the Peoples Trust gift cards showing the Business Practice Changes.

NOTICE PROGRAM

The Short-Form Notice and Long-Form Notice to Class Members in English and French (collectively, the “**Notice**”) shall be distributed in the manner described below.

For the purposes of this Notice Program, the dedicated settlement website (the “**Settlement Website**”) shall contain the Notice, the Settlement Agreement, and all relevant documents in that regard, and shall be found at the following URLs:

www.quebecprepaidcardsettlement.com

(in English)

www.règlementcarteprépayée.com

(in French)

I. PRE-APPROVAL NOTICE PROGRAM

A. Publication of the Pre-Approval Notice by Class Counsel

No later than the Pre-Approval Notice Date, Class Counsel:

1. shall prominently post the Pre-Approval Notice and the Agreement on its bilingual website dedicated to this class action (www.lpclex.com/fr/cartesprepayees and www.lpclex.com/prepaidcards) for a minimum period of 30 Days;
2. shall send the Short-Form Notice in English and French via e-mail to all persons who subscribed to any of Class Counsel’s mailing lists. The email will include a hyperlink to the Long-Form Notice in English and French;
3. shall issue a press release or an email to the press containing a link to the Short-Form Notice in English and French and promoting the virtues of the Settlement; and
4. shall upload the Short-Form Notice, the Long-Form Notice and the Agreement on the Quebec Class Action Registry.

B. Publication of the Pre-Approval Notice by the Settlement Administrator

No later than the Pre-Approval Notice Date, the Settlement Administrator:

5. shall place an online advertisement including a hyperlink to the Settlement Website, for a period of 30 Days, on the following websites and applications, in English and French:
 - (a) Meta platform (Facebook, Instagram and Threads); and
 - (b) Google (Display Network and Search Network).

6. shall publish the Pre-Approval Notice, the Settlement Agreement and all relevant documents in that regard on the Settlement Website; and
7. place the short-form Pre-Approval Notice in the Saturday editions of the following newspapers or media publications (minimum ¼ page): Le Journal de Montréal, Le Journal de Québec, Montreal Gazette, and La Presse.

II. POST-APPROVAL NOTICE PROGRAM

A. Publication of the Post-Approval Notice by Class Counsel

No later than the Post-Approval Notice Date, Class Counsel:

8. shall prominently post the Post-Approval Notice on its website for a minimum period of 60 Days;
9. shall send the Post-Approval Notice containing a hyperlink to the Claim Form in English and French via e-mail to all persons who subscribed to any of Class Counsel's mailing lists;
10. shall issue a press release or an email to the press containing a link to Post-Approval Notice with a hyperlink to the Claim Form in English and French and promoting the virtues of the Settlement; and
11. shall upload the Post-Approval Notice on the Quebec Class Action Registry.

B. Publication of the Post-Approval Notice by the Settlement Administrator

No later than the Post-Approval Notice Date, the Settlement Administrator:

12. shall place an online advertisement including a hyperlink to the Settlement Website, for a period of 60 Days, on the following websites and applications, in English and French:
 - (a) Meta platform (Facebook, Instagram and Threads); and
 - (b) Google (Display Network and Search Network);
13. shall publish the Post-Approval Notice and the Claim Form and all relevant documents in that regard on the Settlement Website; and
14. place the short-form Post-Approval Notice with a QR code linking to the Claim Form in the Saturday editions of the following newspapers or media publications (minimum ¼ page): Le Journal de Montréal, Le Journal de Québec, Montreal Gazette, and La Presse.

PROGRAMME DE DIFFUSION DES AVIS

L'Avis abrégé et l'Avis détaillé destinés aux Membres du groupe, en anglais et en français (collectivement, les « **Avis** »), seront diffusés de la façon décrite ci-après.

Aux fins du présent Programme de diffusion des avis, le site Web dédié au règlement (le « **Site Web du règlement** ») contiendra notamment l'Avis, l'Entente de règlement ainsi que l'ensemble des documents pertinents à cet égard. Le Site Web du règlement sera accessible aux adresses suivantes :

www.QuebecPrepaidCardSettlement.com

(en anglais)

www.ReglementCartePrepayee.com

(en français)

I. PROGRAMME DE DIFFUSION DE L'AVIS DE PRÉAPPROBATION

A. Publication de l'Avis de préapprobation par les Avocats du groupe

Au plus tard à la Date de l'avis de préapprobation, les Avocats du groupe:

1. Publieront, de façon bien en vue, l'Avis de préapprobation et l'Entente de règlement sur leur site Web bilingue dédié à la présente Action collective (www.lpclex.com/fr/cartesprepayees et www.lpclex.com/prepaidcards) pour une période minimale de trente (30) Jours;
2. transmettront l'Avis abrégé, en anglais et en français, par courriel à toutes les personnes inscrites à l'une ou l'autre des listes de diffusion des Avocats du groupe, lequel courriel contiendra un hyperlien vers l'Avis détaillé, en anglais et en français;
3. diffuseront un communiqué de presse ou un courriel aux médias contenant un lien vers l'Avis abrégé, en anglais et en français, et faisant la promotion des avantages du Règlement; et
4. téléverseront l'Avis abrégé, l'Avis détaillé et l'Entente de règlement au Registre des actions collectives du Québec.

B. Publication de l'Avis de préapprobation par l'Administrateur du règlement

Au plus tard à la Date de l'avis de préapprobation, l'Administrateur du règlement :

5. diffusera une publicité en ligne comprenant un hyperlien vers le Site Web du règlement, pour une période de trente (30) Jours, sur les plateformes et réseaux suivants, en anglais et en français :
 - (a) la plateforme Meta (Facebook, Instagram et Threads); et
 - (b) Google (Réseau Display et Réseau de recherche).
6. publiera l'Avis de préapprobation, l'Entente de règlement ainsi que tous les documents pertinents à cet égard sur le Site Web du règlement; et
7. publiera l'Avis de préapprobation abrégé dans les éditions du samedi des journaux ou médias suivants, dans un format minimal d'un quart (1/4) de page : *Le Journal de Montréal*, *Le Journal de Québec*, *Montreal Gazette* et *La Presse*.

II. PROGRAMME DE DIFFUSION DE L'AVIS POST-APPROBATION

A. Publication de l'Avis post-approbation par les Avocats du groupe

Au plus tard à la Date de l'avis post-approbation, les Avocats du groupe :

8. publieront de façon bien en vue l'Avis post-approbation sur leur site Web pour une période minimale de soixante (60) Jours;
9. transmettront l'Avis post-approbation, contenant un hyperlien vers le Formulaire de réclamation en anglais et en français, par courriel à toutes les personnes inscrites à l'une ou l'autre des listes de diffusion des Avocats du groupe;
10. diffuseront un communiqué de presse ou un courriel aux médias contenant un lien vers l'Avis post-approbation, incluant un hyperlien vers le Formulaire de réclamation en anglais et en français, et faisant la promotion des avantages du Règlement; et
11. téléverseront l'Avis post-approbation au Registre des actions collectives du Québec.

B. Publication de l'Avis post-approbation par l'Administrateur du règlement

Au plus tard à la Date de l'avis post-approbation, l'Administrateur du règlement :

12. diffusera une publicité en ligne comprenant un hyperlien vers le Site Web du règlement, pour une période de soixante (60) Jours, sur les plateformes et réseaux suivants, en anglais et en français :

- (a) la plateforme Meta (Facebook, Instagram et Threads); et
 - (b) Google (Réseau Display et Réseau de recherche).
13. publiera l’Avis post-approbation, le Formulaire de réclamation ainsi que tous les documents pertinents à cet égard sur le Site Web du règlement; et
14. publiera l’Avis post-approbation abrégé, accompagné d’un code QR menant au Formulaire de réclamation, dans les éditions du samedi des journaux ou médias suivants, dans un format minimal d’un quart ($\frac{1}{4}$) de page : *Le Journal de Montréal*, *Le Journal de Québec*, *Montreal Gazette* et *La Presse*.

SCHEDULE B
PRE-APPROVAL NOTICE TO CLASS MEMBERS — LONG FORM
NOTICE OF AUTHORIZATION OF A CLASS ACTION
AND OF A SETTLEMENT APPROVAL HEARING

(Peoples Trust Company et al., S.C.M. no. 500-06-001203-229)

If you purchased a prepaid card such as the “Vanilla,” “Perfect Gift” or “American Express” cards anywhere in the province of Quebec between May 9, 2019 and [date of pre-approval judgment], you may be a member of this Class Action

On October 25, 2022, a Quebec consumer (the “**Plaintiff**”) filed an *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff* (the “**Application for Authorization**”) (as amended) against certain defendants including Peoples Trust Company and Peoples Card Services Limited Partnership (together, the “**Defendants**”), regarding the prices displayed on certain prepaid cards sold across Quebec in retail stores, gas stations and pharmacies. The Plaintiff notably alleged that the total sale price advertised by the Defendants for the prepaid cards did not include the activation fees and that the total sale price was not indicated clearly and legibly.

The Defendants deny any liability or wrongdoing and were prepared to vigorously contest the proposed Class Action, and no Court has concluded that there was any wrongdoing by the Defendants.

The parties have reached a settlement before the Class Action was authorized, without admission of any liability or wrongdoing by the Defendants. This settlement is subject to the approval of the Superior Court of Quebec. The settlement approval hearing will take place on **March 16, 2026, at 9:15 a.m in room 15.02** of the Montreal Courthouse located at 1 Notre-Dame East Street, Montreal, QC, H2Y 1B6.

The proposed Settlement and the judgment that will be rendered by the Court following the settlement approval hearing may affect your rights. Please read this notice carefully.

I. THE CLASS ACTION

A. What is the purpose of this notice?

The purpose of this notice is to advise you that on [date of pre-approval judgment], the Court authorized this Class Action for settlement purposes only, approved this notice, and scheduled the hearing date for the Plaintiff’s application to have the settlement approved (the “**Final Approval Hearing**”), and to advise you of your rights in that regard. The Court has not taken a position as to the truth or merits of the claims or defences asserted by either side and the allegations made by the Plaintiff have not been proven in Court.

B. What is this Class Action about?

The Plaintiff claims that the Defendants did not properly display the total price of the prepaid cards on their packaging, shelf-labels, in-store displays, or otherwise, and that it charged a total price higher than the one displayed for these products or allowed by law by charging an activation fee to the Class Members.

C. Who is a Class Member?

You are a Class Member if you are a consumer who purchased in Quebec between May 9, 2019 and [date of pre-approval judgment], a prepaid card such as the “Vanilla,” “Perfect Gift” or “American Express” cards issued and/or distributed by Peoples Trust (a “**Prepaid Card**”).

II. THE SETTLEMENT

D. What is the proposed settlement?

The Settlement Agreement provides for the following, subject to Court approval following the Settlement approval hearing described above:

1. Peoples Trust has agreed to pay a total amount of **\$5,500,000.00** to settle the claim (the “**Settlement Amount**”). After deduction of the following fees and expenses, the balance, called the “**Distribution Fund**”, will be distributed to the Class Members by means of Interac E-Transfers:
 - (a) Class Counsel’s fees of 30% plus taxes of the Settlement Amount (\$1,650,000.00 plus GST and QST) and expenses up to a maximum amount of \$10,000.00 plus applicable taxes, subject to Court approval; and
 - (b) the Settlement Administrator’s fees and expenses.
2. the remaining amount in the Distribution Fund will be distributed equally by the Settlement Administrator among the Approved Claimants, by Interac E-Transfers sent to each one by email. The value of each Interac E-Transfer will be equal to the Distribution Fund divided by the total number of Approved Claimants, with a **minimum value of \$3.00** and a **maximum value of \$100.00** for each Interac E-Transfer depending on the total number of Approved Claimants;
3. if there is any money remaining after all admissible claims have been paid, and after any redistribution ordered by the Court, the remaining funds will be distributed indirectly (or “*cy-près*”) to the Class by donating them to charitable organizations approved by the Court (subject to any amounts which must be paid by law to the Fonds d’aide);

4. if, depending on the total number of Approved Claimants, the value of each Interac E-Transfer would fall below \$3.00, then no Interac E-Transfer will be made since the costs involved would be disproportionately high, and the Distribution Fund will be distributed indirectly (or “*cy-près*”) to the Class by donating it to charitable organizations approved by the Court (subject to any amounts which must be paid by law to the Fonds d’aide).

As a condition of the Settlement, the Peoples Trust also begun implementing the following business practice changes, which are permanent. The price displayed for a Prepaid Card, on its packaging, will show the activation fee (before taxes) in a font size that will be equal to or greater than the Prepaid Card’s nominal value.

The Defendants agreed to settle the Class Action in exchange for a full and final release of all the Released Claims (as defined in the Settlement Agreement), including any claim related to the allegation that the price they charged for the Prepaid Cards exceeded the price displayed for that product or allowed by law. This full and final release will be binding on all the Class Members who do not opt out of the Class Action.

The Settlement Agreement and documents pertaining to this Class Action are available at the Settlement Website: www.quebecprepaidcardsettlement.com.

Interac E-Transfers as described above will only be issued if the Court grants final approval of the Settlement and after the time for appeals has ended and any appeals are resolved. **Please be patient.**

E. How do Class Members qualify for compensation?

If the Settlement Agreement is approved by the Court, a Class Member can receive one Interac E-Transfer if they meet the following conditions:

1. they are a consumer;
2. they purchased a Prepaid Card in the province of Quebec between May 9, 2019 and [date of pre-approval judgment];
3. they did not submit a Request for Exclusion;
4. they complete the Claim Form on the Settlement website by the date specified in that Claim Form, and attests that they purchased at least one Prepaid Card in Quebec during the Class Period, specifying the city in which the purchase was made (no receipts are required);
5. their claim is validated and accepted by the Settlement Administrator.

A Class Member who meets these conditions is an “**Approved Claimant**” under the Settlement. There is a maximum of one Interac E-Transfer for each Approved Claimant regardless of the number of Prepaid Card they purchased during the Class Period, unless a redistribution is ordered by the Court.

F. What are the next steps regarding the proposed Settlement?

The Superior Court of Quebec must approve the Settlement before it can take effect. The Court will review the terms of the Settlement to ensure that they are fair, reasonable and in the best interests of the Class Members.

The Final Approval Hearing will take place on **March 16, 2026, at 9:15 in room 15.02** of the Montreal Courthouse located at 1, Notre-Dame Street East, Montreal, QC, H2Y 1B6, or via a TEAMS link to be posted on the Settlement Website.

At the Final Approval Hearing, the Court will consider any objection filed by Class Members regarding the proposed Settlement Agreement, in accordance with the deadlines and procedure described below. Class Members who do not object to the proposed Settlement are not required to attend this hearing or to take any action to indicate that they intend to be bound by it.

III. OPTING-OUT: THIS IS YOUR ONLY CHANCE TO OPT-OUT OF THE CLASS ACTION

G. What happens if I opt-out?

If you decide to opt out (exclude yourself) of the Class Action, you retain your right to institute your own lawsuit regarding the activation fees of the Prepaid Cards against the Defendants at your own expense and you will not be bound by the judgments rendered by the Court in this Class Action. Also, you will not be entitled to receive compensation if the settlement is approved by the Court.

H. What happens if I do not opt out or if I do nothing?

If you do not opt out of the Class Action or if you do nothing, you have the right to claim the compensation provided for in the settlement, and give up your right to institute your own lawsuit regarding the activation fees of the Prepaid Cards against the Defendants. You will be bound by the judgments rendered by the Court in this Class Action.

I. How do I opt out?

If you do not wish to be part of this Class Action, you can opt out by sending to the clerk of the Superior Court of Quebec a signed letter containing the following information (or via email to class counsel: jzukran@lpclex.com):

1. A heading referring to this proceeding (*Peillon v. Peoples Trust Company et al.*, S.C.M. no. 500-06-001203-229);
2. Your name, current mailing address and email address;
3. Your statement: "I am a class member and I wish to opt out of the class action"; and
4. Your signature.

You must send your letter by **March 16, 2026**, to the following address (or by email to Class Counsel who will file it in Court on your behalf):

TO: Clerk of the Superior Court of Quebec
File: 500-06-001203-229
Montreal Courthouse
1, Notre-Dame East Street, Suite 1.120
Montreal (Quebec) H2Y 1B6

IV. OBJECTING TO THE PROPOSED SETTLEMENT

J. What should I do if I disagree with the proposed settlement?

If you disagree with the Settlement Agreement but you do not wish to opt out of the Class Action, you can object to the Settlement Agreement by delivering a written submission on or before **March 16, 2026**, filed with the Court, and containing the following information:

1. A heading referring to this proceeding (*Peillon v. Peoples Trust Company et al.*, S.C.M. no. 500-06-001203-229);
2. Your name, current address, email address and telephone number and, if represented by counsel, the name, address, email address and telephone number of your counsel;
3. A statement confirming that you purchased a Prepaid Card in Quebec during the Class Period;
4. A statement confirming whether you intend to appear at the Final Approval Hearing, either in person or through counsel;
5. A statement of the objection and the grounds supporting the objection;
6. Copies of any papers, briefs, or other documents upon which the objection is based; and
7. Your signature.

You must send your letter by email to: 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 costs arising from the class action.

The Court cannot change the terms of the settlement. Any objections will be used by the Court to consider whether to approve the Settlement or not.

V. CLASS COUNSEL

K. Who are the lawyers working on this Class Action?

The law firm LPC Avocats represents the Plaintiff and the Class Members. You may contact them using the contact information found at the end of this notice.

L. Are there fees for the Class Members?

You do not have to pay the lawyers working on this Class Action. Class Counsel have taken this case on a contingency agreement. If the Settlement is approved by the Court, Class Counsel will be paid from the amount provided in the Settlement Agreement, subject to Court approval.

VI. FOR MORE INFORMATION

If you have questions, you can contact Class Counsel. Your name and any information provided will be kept confidential. **Please do not contact any of the Defendants, nor any of the judges of the Superior Court of Quebec:**

Mtre Joey Zukran / Mtre Léa Bruyère
LPC Avocats
276 Saint-Jacques Street, Suite 801
Montreal, Quebec, H2Y 1N3
Telephone: (514) 379-1572
Email: jzukran@lpclex.com / lbruyere@lpclex.com

You may also contact the Settlement Administrator:

Concilia Services Inc.
5900 Andover Avenue, Suite 1
Montreal (Québec) H4T 1H5
Tel: 1-888-440-1005 (toll free)
Email: prepaid@conciliainc.com

Settlement Website: www.quebecprepaidcardsettlement.com.

This notice has been approved by the Superior Court of Quebec. In the event of discrepancy between this notice and the Settlement Agreement, the latter prevails.

ANNEXE C
AVIS DE PRÉAPPROBATION AUX MEMBRES DU GROUPE – AVIS DÉTAILLÉ
AVIS D’AUTORISATION D’UNE ACTION COLLECTIVE
ET D’UNE AUDIENCE D’APPROBATION DU RÈGLEMENT

(Compagnie de fiducie Peoples et al., C.S.M. no. 500-06-001203-229)

Si vous avez acheté une carte prépayée telle que les cartes « Vanilla », « Perfect Gift » et « American Express » au Québec entre le 9 mai 2019 et le [date du jugement de pré-approbation], vous êtes possiblement membre de cette Action collective

Le 25 octobre 2022, une consommatrice au Québec (la « **demanderesse** ») a déposé une Demande en autorisation d’exercer une action collective et pour désignation du statut de représentante (la « **Demande d'autorisation** ») (amendée par la suite) contre certaines défenderesses, incluant la Compagnie de fiducie Peoples et Services de Cartes Peoples S.E.C. (collectivement, les « **Défenderesses** »), concernant les prix affichés sur certaines Cartes prépayées vendues dans des magasins de détail, des stations-service et des pharmacies partout au Québec. La demanderesse allègue, entre autres, que le prix total de vente annoncé des cartes prépayées n’incluait pas les frais d’activation et que ce prix n’était pas indiqué clairement et lisiblement.

Les Défenderesses nient toute responsabilité ou faute et étaient prêts à contester vigoureusement l’Action collective proposée, et aucun tribunal n’a conclu qu’il y avait eu faute ou inconduite de la part des Défenderesses.

Les parties sont parvenues à un règlement avant que l’Action collective soit autorisée, sans admission de responsabilité ou de faute de la part des Défenderesses. Le règlement est soumis à l’approbation de la Cour supérieure du Québec. L’audience d’approbation du règlement aura lieu le **16 mars 2026, à 9h15, en salle 15.02** du palais de justice de Montréal situé au 1, rue Notre-Dame Est, Montréal (Québec) H2Y 1B6.

Le Règlement proposé et le jugement qui sera rendu par la Cour après l’audience d’approbation du Règlement pourraient avoir une incidence sur vos droits. Veuillez lire attentivement le présent avis.

I. L’ACTION COLLECTIVE

A. Quel est le but du présent avis ?

Le présent avis a pour objet de vous informer que le [date du jugement de pré-approbation], la Cour a autorisé la présente Action collective aux seules fins de règlement, a approuvé le présent avis et a fixé la date de l’audience relative à la demande de la Demanderesse visant à faire approuver le règlement (l’« **Audience d’approbation définitive** »), ainsi que de vous informer de vos droits à cet égard. La Cour ne s’est pas prononcée sur la véracité ni sur le bien-fondé des allégations ou des moyens de défense avancés par l’une ou l’autre des parties, et les allégations formulées par la Demanderesse n’ont pas été prouvées devant la Cour.

B. De quoi traite cette Action collective ?

La Demanderesse allègue que les Défenderesses n'ont pas adéquatement affiché le prix total des cartes prépayées sur leur emballage, leurs étiquettes de rayon, leurs présentoirs en magasin ou autrement, et qu'ils ont facturé un prix total supérieur à celui affiché pour ces produits ou permis par la loi en imposant des frais d'activation aux Membres du Groupe.

C. Qui est un Membre du Groupe ?

Vous êtes un membre du groupe si vous êtes un consommateur ayant acheté au Québec, entre le 9 mai 2019 et le **[date du jugement de pré-approbation]**, une carte prépayée telle que les cartes « Vanilla », « Perfect Gift » et « American Express » émise et/ou distribuée par Peoples Trust (une « **Carte prépayée** »).

II. LE RÈGLEMENT

D. Quel est le règlement proposé ?

L'Entente de règlement prévoit ce qui suit, sous réserve de l'approbation de la Cour après l'Audience d'approbation du règlement décrite ci-dessus :

1. Peoples Trust accepte de verser un montant total de **5 500 000 \$** pour régler la réclamation (le « **Montant du Règlement** »). Après déduction des frais suivants, le solde, appelé le « **Fonds de distribution** », sera distribué aux Membres du Groupe au moyen de Virements Interac :
 - (a) les Honoraires des Avocats du Groupe de 30% plus taxes du Montant de Règlement (1 650 000 \$ plus TPS et TVQ) et leurs débours jusqu'à concurrence d'un montant maximal de 10 000,00 \$, plus les taxes applicables, sujet à l'approbation de la Cour; et
 - (b) les honoraires et dépenses de l'Administrateur du règlement.
2. le solde du Fonds de distribution sera distribué également par l'Administrateur du Règlement entre les Réclamants approuvés, au moyen de Virements Interac envoyés à chacun d'eux par courriel. La valeur de chaque Virement Interac correspondra au Fonds de distribution divisé par le nombre total de Réclamants approuvés, avec une **valeur minimale de 3,00 \$ et maximale de 100 \$** pour chaque Virement Interac selon le nombre total de Réclamants approuvés;
3. s'il reste de l'argent après que toutes les réclamations admissibles auront été payées, le solde sera distribué indirectement (ou « *cy-près* ») au Groupe en faisant un don à des organismes de bienfaisance approuvés par la Cour (sous réserve des sommes qui doivent être versées par la loi au Fonds d'aide);

4. si, selon le nombre total de Réclamants approuvés, la valeur de chaque Virement Interac tombe en deçà de 3,00 \$, aucun Virement Interac ne sera effectué puisque les coûts en jeu seraient disproportionnellement élevés, et le Fonds de distribution sera distribué indirectement (ou « *cy-près* ») au Groupe en le faisant don à des organismes de bienfaisance approuvés par la Cour (sous réserve des sommes qui doivent être versées par la loi au Fonds d'aide).

À titre de condition du règlement, Peoples Trust a également commencé à mettre en œuvre les modifications suivantes à ses pratiques commerciales, lesquelles sont permanentes. Le prix affiché pour une Carte prépayée, sur son emballage, fera apparaître les frais d'activation (avant taxes) dans une police de caractères dont la taille sera égale ou supérieure à la valeur nominale de la Carte prépayée.

Les Défendeurs ont accepté de régler l'Action Collective en échange d'une quittance complète et finale de toutes les Réclamations Quittancées (telles que définies dans l'Entente de Règlement), y compris toute réclamation liée à l'allégation selon laquelle le prix qu'ils exigeaient pour les Cartes prépayées était supérieur au prix annoncé pour ce produit ou permis par la loi. Cette quittance complète et finale liera tous les Membres du groupe qui ne s'excluront pas de l'action collective.

L'Entente de Règlement et les documents relatifs à cette Action Collective sont disponibles sur le Site Web du Règlement : www.règlementcarteprépayée.com.

Les Virements Interac décrits ci-dessus ne seront effectués que si la Cour approuve le Règlement par jugement final et après la fin du délai d'appel et le règlement de tout appel. **Nous vous prions d'être patient.**

E. Comment les membres du groupe sont-ils admissibles à une indemnisation?

Si l'Entente de règlement est approuvée par la Cour, un Membre du groupe peut recevoir un Virement Interac s'il remplit les conditions suivantes:

1. la personne est un consommateur ;
2. la personne a acheté une Carte prépayée dans la province de Québec entre le 9 mai 2019 et le **[date du jugement de pré-approbation]** ;
3. la personne n'a pas soumis une Demande d'exclusion ;
4. la personne remplit le Formulaire de réclamation sur le site du Règlement avant la date indiquée dans ce Formulaire de réclamation, et attestent qu'elle a acheté au moins une Carte prépayée au Québec durant la Période visée par l'Action collective, en précisant la ville où l'achat a été effectué (aucun reçu n'est requis) ; leur réclamation est validée et acceptée par l'Administrateur du Règlement.

Un Membre du Groupe qui remplit ces conditions est un « **Réclamant approuvé** » aux termes du Règlement. Il y aura un maximum d'un Virement Interac pour chaque Réclamant approuvé, quel que soit le nombre de Cartes prépayées achetées pendant la

Période visée par l'Action collective, à moins que la redistribution ne soit ordonnée par la Cour.

F. Quelle est la prochaine étape concernant le Règlement proposé ?

La Cour supérieure du Québec doit approuver le Règlement avant qu'il prenne effet. La Cour examinera les termes et modalités du règlement pour s'assurer qu'ils sont justes, raisonnables et dans l'intérêt des Membres du groupe.

L'Audience d'approbation finale aura lieu le **16 mars 2026 à 9h15, en salle 15.02** du Palais de justice de Montréal située au 1, rue Notre-Dame Est, à Montréal (Québec) H2Y 1B6, ou par l'intermédiaire d'un lien TEAMS qui sera affiché sur le site Web du règlement.

À l'Audience d'approbation finale, la Cour entendra toute opposition déposée par un ou des Membres du Groupe à l'égard de l'Entente de Règlement proposée, conformément aux délais et à la procédure décrits ci-après. Les Membres du Groupe qui ne s'opposent pas au Règlement proposé ne sont pas tenus d'assister à l'audience ni de prendre une mesure quelconque pour indiquer qu'ils ont l'intention d'être liés par celui-ci.

III. S'EXCLURE : C'EST VOTRE SEULE CHANCE DE VOUS RETIRER DE L'ACTION COLLECTIVE

G. Que se passe-t-il si je m'exclus ?

Si vous décidez de vous exclure de l'action collective, vous conservez votre droit d'intenter votre propre poursuite à vos frais contre les Défendeurs concernant les frais d'activation des Cartes prépayées et vous ne serez pas lié par les jugements rendus par la Cour dans le cadre de cette action collective. De plus, vous n'aurez pas droit à une indemnisation si le Règlement est approuvé par la Cour.

H. Que se passe-t-il si je ne m'exclus pas ou si je ne fais rien

Si vous ne vous excluez pas de l'action collective ou si vous ne faites rien, vous avez le droit de réclamer l'indemnisation prévue dans le règlement et vous renoncez à votre droit d'intenter votre propre poursuite contre les Défenderesses concernant les frais d'activation des Cartes prépayées. Vous serez lié par les jugements rendus par la Cour dans cette action collective.

I. Comment puis-je m'exclure ?

Si vous ne désirez pas être partie à cette Action collective, vous pouvez vous en exclure en envoyant au greffier de la Cour supérieure du Québec une lettre signée contenant les renseignements suivants (ou par courriel aux Avocats du groupe : jzukran@lpclex.com):

1. Un titre faisant référence à la présente instance (*Peillon c. Compagnie de fiducie Peoples et al.*, C.S.M. no. 500-06-001203-229);
2. Votre nom, votre adresse postale actuelle et votre adresse de courriel;

3. Votre déclaration: « Je suis membre du groupe et je souhaite m'exclure de l'action collective »; et
4. Votre signature.

Vous devez envoyer votre lettre au plus tard le **16 mars 2026** à l'adresse suivante (ou par courriel aux Avocats du Groupe qui la déposeront à la Cour en votre nom) :

À: Greffier de la Cour supérieure du Québec
Dossier : 500-06-001203-229
Palais de justice de Montréal
1, rue Notre-Dame Est, Bureau 1.120
Montréal (Québec) H2Y 1B6

IV. OPPOSITION AU RÈGLEMENT PROPOSÉ

J. Que dois-je faire si je suis en désaccord avec le règlement proposé ?

Si vous n'êtes pas d'accord avec l'Entente de Règlement mais vous ne voulez pas vous exclure de l'action collective, vous pouvez vous opposer à l'Entente de Règlement en déposant une explication écrite au plus tard le **16 mars 2026**, auprès de la Cour, contenant les renseignements suivants :

1. Un titre faisant référence à la présente instance (*Peillon c. Compagnie de fiducie Peoples et al.*, C.S.M. no. 500-06-001203-229);
2. Votre nom, votre adresse actuelle, votre adresse courriel et votre numéro de téléphone et, si vous êtes représenté par un avocat, le nom, l'adresse, l'adresse courriel et le numéro de téléphone de votre avocat;
3. Une déclaration confirmant que vous avez acheté une Carte prépayée au Québec durant la Période visée par l'Action collective;
4. Une déclaration confirmant, si c'est le cas, que vous avez l'intention de comparaître à l'Audience d'approbation définitive, en personne ou par l'entremise d'un avocat;
5. Un exposé de l'opposition et des motifs à l'appui de celle-ci;
6. Copies de tous documents, mémoires ou autres pièces sur lesquels l'objection est fondée; et
7. Votre signature.

Vous devez envoyer votre lettre par courriel à l'adresse 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 la Demanderesse ou un intervenant ne peut être tenu de payer les frais juridiques découlant de l'action collective.

La Cour ne peut pas modifier les termes et modalités du règlement. Toute opposition sera considérée par la Cour pour déterminer s'il y a lieu d'approuver ou non le règlement.

V. AVOCATS DU GROUPE

K. Qui sont les avocats qui travaillent sur cette action collective ?

Le cabinet LPC Avocats représente la demanderesse et les Membres du Groupe. Vous pouvez les contacter en utilisant les coordonnées figurant à la fin de cet avis.

L. Y a-t-il des frais pour les membres du groupe?

Vous n'avez pas à payer les avocats qui travaillent sur cette Action collective. Les Avocats du Groupe ont pris cette affaire en vertu d'une entente à pourcentage. Si le Règlement est approuvé par la Cour, les Avocats du Groupe seront payés à même le montant prévu dans l'Entente de Règlement, sujet à l'approbation de la Cour.

VI. POUR PLUS D'INFORMATIONS

Si vous avez des questions, vous pouvez communiquer avec les Avocats du Groupe. Votre nom et toute information fournie seront gardés confidentiels. **Veillez ne pas contacter les Défendeurs, ni aucun des juges de la Cour supérieure du Québec :**

Me Joey Zukran / Me Léa Bruyère

LPC Avocats

276, rue Saint-Jacques, bureau 801

Montréal (Québec) H2Y 1N3

Téléphone : 514-379-1572

Courriel : jzukran@lpclex.com / lbruyere@lpclex.com

Vous pouvez également communiquer avec l'Administrateur du Règlement :

Services Concilia inc.

5900, avenue Andover, bureau 1

Montréal (Québec) H4T 1H5

Tél. : 1-888-440-1005 (sans frais)

Courriel : prepayee@conciliainc.com

Site Internet du Règlement : www.règlementcarteprepayee.com.

Le présent avis a été approuvé par la Cour supérieure du Québec. En cas de divergence entre le présent avis et l'Entente de Règlement, cette dernière a préséance.

SCHEDULE D — SHORT FORM NOTICE (PRE-APPROVAL)

AUTHORIZATION OF A CLASS ACTION AND OF A SETTLEMENT APPROVAL HEARING BEFORE THE SUPERIOR COURT OF QUEBEC

(Peoples Trust Company et al., S.C.M. no. 500-06-001203-229)

If you purchased a prepaid card such as the “Vanilla,” “Perfect Gift” or “American Express” cards in Quebec between May 9, 2019 and [date of pre-approval judgment], you may be a member of this class action

A proposed settlement has been reached in a class action about prices displayed and charged by the Defendants (consisting of, among others, retailers, pharmacies and gas stations across Quebec) for prepaid cards such as the “Vanilla,” “Perfect Gift” or “American Express” cards issued and/or distributed by Peoples Trust (the “**Prepaid Cards**”). The Applicant alleged that the total sale price advertised by the Defendants for the Prepaid Cards did not include the activation fees and that the total sale price was not indicated clearly and legibly. The Defendants deny any liability or wrongdoing and no Court has concluded in any wrongdoing on their part. The Court will hold a hearing on **March 16, 2026**, to decide whether to approve the Settlement before any compensation is provided to Class Members.

Am I a Class Member? You are a Class Member if you are a consumer who purchased a Prepaid Card in the province of Quebec between May 9, 2019 and [date of pre-approval judgment]. More information about the Class Action is available on the **Settlement website**:

www.QuebecPrepaidCardSettlement.com

What can I get from the Settlement? Subject to Court approval, Peoples Trust has agreed to pay a total amount of \$5,500,000.00 (the “**Settlement Amount**”) to settle the claims. The amount distributed to Class Members who file valid claims as approved by the Settlement Administrator (the “**Approved Claimants**”) is the Settlement Amount minus (a) Class Counsel fees of 30% of the Settlement Amount plus taxes (\$1,650,000 plus taxes), (b) plus legal expenses up to \$10,000, plus taxes, subject to Court approval and (c) the Settlement Administrator’s fees and expenses. The remaining amount after deducting these fees and expenses constitutes the “**Distribution Fund**”.

Each Class Member may obtain a payment in the form of an **Interac E-Transfer equal to the Distribution Fund divided by the total number of Approved Claimants, between a minimum of \$3.00 and a maximum of \$100.00**, depending on the total number of Approved Claimants. Each Approved Claimant can only get one Interac E-Transfer regardless of the number of Prepaid Cards they purchased during the Class Period, unless the Court orders a redistribution. If the total number of Approved Claimants results in Interac E-Transfers worth less than \$3.00 each, no Interac E-Transfers will be made and the Distribution Fund will be paid to charities approved by the Court.

In addition to paying the Settlement Amount, the Peoples Trust have voluntarily implemented business practice changes, detailed in the Settlement Agreement, regarding how they display the price of the Prepaid Cards. The price displayed for a Prepaid Card, on its packaging, will show the activation fee (before taxes) in a font size that will be equal to or greater than the Prepaid Card’s nominal value.

What are my Options?

1. If you wish to be bound by the proposed Settlement and are a Class Member, you may claim compensation as detailed below (see the next section: “How do I Claim Compensation?”).
2. If you do not wish to participate in the Settlement, you may exclude yourself from the class (“opt out”) by **March 16, 2026**, by sending a written notice to the Court (or by email to Class Counsel: jzukran@lpclex.com). If you exclude yourself, you cannot obtain compensation if this Settlement is approved.
3. Class Members have the right to object to the Settlement, and the Court will consider any objection in whether to approve the Settlement or not. Your objection must be received in writing by the Court (or sent via email to Class Counsel) by **March 16, 2026**. Please note that the Court cannot change the terms of the Settlement.
4. 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 Applicant or an intervenor may be required to pay legal costs arising from the class action.

The Court will hold a hearing on **March 16, 2026, at 9:15 a.m., in room 15.02** of the Montreal Courthouse (1 Notre-Dame Street East, Montreal, QC, H2Y 1B6) or in any other room designated by the Court, or via a TEAMS link available on the Settlement Website. At this hearing, the Court will consider whether the Settlement is fair and reasonable. You may attend the hearing and you may hire your own lawyer, but you are not required to do so.

How do I claim compensation? If the Settlement is approved by the Court and you are eligible to receive compensation, a notice will be published to inform Class Members of the Settlement and the manner in which to seek compensation. An online Claim Form will be made available on the Settlement website, which you will have to complete and submit by the Claim Deadline specified in the Claim Form, and attest that you purchased at least one Prepaid Card in Quebec during the Class Period, specifying the city in which the purchase was made. The claims will be validated and approved by the Settlement Administrator.

What If I have questions? This notice is a summary. A detailed notice, as well as the Settlement Agreement and other documents filed in this lawsuit can be found online at the Settlement website.

For more information, you may call or write to Class Counsel Mtre. Joey Zukran at (514) 379-1572 or jzukran@lpclex.com.

ANNEXE E – AVIS ABRÉGÉ (PRÉAPPROBATION)

AUTORISATION D'UNE ACTION COLLECTIVE ET D'UNE AUDIENCE D'APPROBATION DU RÈGLEMENT DEVANT LA COUR SUPÉRIEURE DU QUÉBEC

(Compagnie de fiducie Peoples et al., C.S.M. no. 500-06-001203-229)

Si vous avez acheté une carte prépayée telle que les cartes « Vanilla », « Perfect Gift » et « American Express » au Québec entre le 9 mai 2019 et le [date du jugement de pré-approbation], vous êtes possiblement membre de cette action collective

Un projet de règlement a été conclu dans le cadre d'une action collective à propos des prix affichés et facturés par les Défenderesses (composés notamment de détaillants, de pharmacies et de stations-service partout au Québec) pour des cartes prépayées telles que les cartes « Vanilla », « Perfect Gift » ou « American Express » émises et/ou distribuées par Peoples Trust (les « **Cartes prépayées** »).

La Demanderesse allègue que le prix total de vente annoncé par les Défenderesses pour les Cartes Prépayées n'incluait pas les frais d'activation et que le prix total de vente n'était pas indiqué de manière claire et lisible. Les Défenderesses nient toute responsabilité ou faute et aucun tribunal n'a conclu à une faute de leur part. La Cour tiendra une audience le **16 mars 2026** afin de décider si elle approuve le règlement, avant que toute indemnisation ne soit versée aux Membres du groupe.

Suis-je Membre du Groupe ? Vous êtes un Membre du Groupe si vous êtes un consommateur qui a acheté une Carte prépayée n'importe où dans la province de Québec entre le 9 mai 2019 et le [date du jugement de pré-approbation]. De plus amples renseignements sur la définition du Groupe de l'Action collective sont disponibles sur le **Site Internet du règlement** :

www.RèglementCartePrépayée.com

Que puis-je obtenir du règlement ? Sous réserve de l'approbation de la Cour, Peoples Trust a convenu de payer un montant total de 5 500 000 \$ (le « **Montant du Règlement** ») pour régler les réclamations. Le montant distribué aux Membres du Groupe qui déposent des réclamations valides approuvées par l'Administrateur du Règlement (les « **Réclamants approuvés** ») correspond au Montant du Règlement moins : (a) les Honoraires des Avocats du Groupe de 30% du Montant du Règlement plus taxes (1 650 000 \$ plus TPS et TVQ), (b) leurs débours jusqu'à concurrence de 10 000 \$ plus taxes, sujet à l'approbation de la Cour et (c) les honoraires et frais de l'Administrateur du Règlement. Le solde après déduction de ces frais est le « **Fonds de distribution** ».

Chaque Membre du Groupe peut obtenir un paiement sous forme de **Virement Interac correspondant au Fonds de distribution divisé par le nombre total de Réclamants approuvés, entre un minimum de 3,00 \$ et un maximum de 100 \$ chacun**, selon le nombre total de Réclamants approuvés. Chaque Réclamant approuvé ne peut obtenir qu'un seul Virement Interac quel que soit le nombre de Cartes prépayées qu'il a achetées pendant la Période visée par l'action collective, à moins que la Cour n'ordonne une redistribution. Si le nombre total de Réclamants approuvés entraîne des Virements Interac de moins de 3,00 \$ chacun, aucun Virement Interac ne sera effectué et le Fonds de distribution sera versé à des organismes de bienfaisance approuvés par la Cour.

En plus de payer le Montant du Règlement, Peoples Trust a volontairement mis en œuvre des changements de pratiques commerciales, décrits en détail dans l'Entente de Règlement, concernant la façon dont le prix des Cartes prépayées sont affichés. Le prix affiché pour une Carte prépayée, sur son emballage, indiquera les frais d'activation (avant taxes) dans une police de caractères dont la taille sera égale ou supérieure à la valeur nominale de la Carte prépayée.

Quelles sont mes options ?

1. Si vous souhaitez être lié par le Règlement proposé et êtes un Membre du Groupe, vous pouvez demander une indemnisation tel qu'indiqué ci-après (voir la section suivante : « Comment puis-je demander une indemnisation ? »).

2. Si vous ne souhaitez pas participer au Règlement, vous pouvez vous exclure du groupe au plus tard le **16 mars 2026**, en envoyant un avis écrit d'exclusion à la Cour (ou par courriel aux Avocats du Groupe : jukran@lpclex.com). Si vous vous excluez, vous ne pouvez pas obtenir de compensation du présent Règlement s'il est approuvé.

3. Les Membres du Groupe ont aussi le droit de s'opposer au Règlement, et la Cour tiendra compte de votre opposition pour décider d'approuver ou non le Règlement, si vous êtes un Membre du Groupe. Votre opposition doit être reçue par écrit par la Cour (ou transmise par courriel aux Avocats du Groupe) au plus tard le **16 mars 2026**. Veuillez noter que la Cour ne peut modifier les termes et modalités du Règlement.

4. 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, sauf la demanderesse ou un intervenant, ne peut être tenu de payer les frais de justice découlant de l'action collective.

La Cour tiendra une audience le **16 mars 2026 à 9h15, en salle 15.02** du Palais de justice de Montréal (1, rue Notre-Dame Est, Montréal (Québec) H2Y 1B6) ou dans toute autre salle désignée par la Cour, ou au moyen d'un lien TEAMS disponible sur le Site Internet du Règlement. Lors de cette audience, la Cour examinera si le règlement est équitable et raisonnable. Vous pouvez assister à l'audience et vous pouvez engager votre propre avocat, mais vous n'êtes pas tenu de le faire.

Comment puis-je demander une indemnisation ? Si le règlement est approuvé par la Cour et que vous êtes admissible à une indemnisation, un avis sera publié afin d'informer les Membres du Groupe de la façon de demander une indemnisation. Un Formulaire de Réclamation sera accessible sur le Site Internet du règlement, que vous devrez remplir et soumettre au plus tard à la date limite indiquée dans le Formulaire de réclamation, et attester que vous avez acheté au moins une Carte prépayée au Québec pendant la Période visée par l'Action collective, en précisant la ville dans laquelle l'achat a été effectué. Les réclamations seront validées et approuvées par l'Administrateur du Règlement.

Que faire si j'ai des questions ? Le présent avis est un résumé. Un avis détaillé ainsi que l'Entente de Règlement et les autres documents déposés dans le cadre de la présente poursuite peuvent être consultés en ligne sur le Site Internet du règlement.

Pour obtenir de plus amples renseignements, vous pouvez communiquer avec les Avocats du Groupe ou les écrire. Me Joey Zukran au 514-379-1572 ou à jzukran@lpclex.com.

SCHEDULE F TO THE SETTLEMENT AGREEMENT

NOTICE OF THE APPROVAL OF A CLASS ACTION SETTLEMENT AGREEMENT CONCERNING PREPAID CARDS ISSUED BY PEOPLES TRUST (S.C.M. no. 500-06-001203-229)

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

On **XX**, the Superior Court of Quebec approved the settlement in the class action commenced against Peoples Trust Company and other merchants such as retailers, pharmacies and gas stations (collectively the “**Defendants**”) by a consumer (the “**Plaintiff**”) in docket number 500-06-001203-229, on behalf of the following Class:

All consumers who purchased a Prepaid Card issued by Peoples Trust from anywhere in the province of Quebec from May 9, 2019, to **[date of pre-approval judgment]**.

WHEN AND HOW TO MAKE A CLAIM - IMPORTANT DATES:

To obtain compensation from the settlement, Class Members must **complete and submit the online Claim Form by no later than XX**:

[insert call to action box here where members can click and be directed to the online claim form]

WHAT COMPENSATION YOU CAN RECEIVE FROM THE SETTLEMENT:

Each Class Member who timely submits a valid Claim Form may obtain a payment in the form of an **Interac E-Transfer equal to the Distribution Fund divided by the total number of Approved Claimants, between a minimum of \$3.00 and a maximum of \$100.00**, depending on the total number of Approved Claimants. Each Approved Claimant can only get one Interac E-Transfer regardless of the number of Prepaid Cards they purchased during the Class Period, unless the Court orders a redistribution. If the total number of Approved Claimants results in Interac E-Transfers worth less than \$3.00 each, no Interac E-Transfers will be made and the Distribution Fund will be paid to charities approved by the Court.

HOW TO OBTAIN THE COMPENSATION:

To claim and receive the compensation, Class Members are required to complete and submit a Claim Form **by XX, 2026**. In the Claim Form, Class Members must attest under penalty of perjury in which city they purchased a Prepaid Card in Quebec between May 9, 2019, and **[date of pre-approval judgment]**, as well as the approximate month/year of purchase. Each Class Member may submit only one (1) Claim Form.

In order to receive any compensation from the settlement, a Class Member must have a valid e-mail address and a bank account capable of receiving payments via Interac E-Transfer, as E-Transfer is the only method through which compensation will be sent. Compensation can only be deposited for a period of thirty (30) days after the Interac E-Transfer is sent, after which it automatically expires.

SUMMARY OF THE CASE:

The Plaintiff notably alleged that the total sale price advertised by the Defendants for the Prepaid Cards did not include the activation fees and that the total sale price was not indicated clearly and legibly. The Defendants deny any liability or wrongdoing and were prepared to vigorously contest the proposed Class Action, and no Court has concluded that there was any wrongdoing by the Defendants. Nevertheless, as a condition of the Settlement, the Peoples Trust has also begun implementing the following business practice changes, which are permanent. The price displayed for a Prepaid Card, on its packaging, will show the activation fee (before taxes) in a font size that will be equal to or greater than the Prepaid Card's nominal value.

FURTHER INFORMATION:

A complete copy of the Settlement Agreement, and detailed information on how to obtain or file a Claim Form are available on the following Settlement Web Site: www.quebecprepaidcardsettlement.com.

For any assistance completing the Claim Form, contact the Settlement Administrator:

Concilia Services Inc.

5900 Andover Avenue, Suite 1
Montreal (Québec) H4T 1H5
Phone: 1-888-440-1005 (toll free)
Email: prepaid@conciliainc.com

The law firm representing the Plaintiff and the Class Members is:

LPC Avocats

Mtre Joey Zukran / Mtre Lea Bruyere
276 Saint-Jacques Street, Suite 801
Montreal, Quebec, H2Y 1N3
Phone: 514.379.1572
E-mail: jzukran@lpclex.com / lbruyere@lpclex.com

THE DEFENDANTS ARE NOT RESPONSIBLE FOR THE ADMINISTRATION OF THE SETTLEMENT OR THE DISTRIBUTION OF THE AMOUNTS MADE AVAILABLE UNDER THE SETTLEMENT. PLEASE CONTACT THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL – NOT THE COURT OR THE DEFENDANTS OR THEIR LAWYERS – FOR FURTHER INFORMATION.

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

This notice has been approved by the Superior Court of Quebec.

SCHEDULE F.1

NOTICE OF APPROVAL OF A CLASS ACTION SETTLEMENT CONCERNING PREPAID CARDS ISSUED BY PEOPLES TRUST (S.C.M. 500-06-001203-229)

On **XX**, the Superior Court of Quebec approved the settlement in the class action commenced against Peoples Trust Company and other merchants such as retailers, pharmacies and gas stations (collectively the “**Defendants**”) by a Quebec consumer, on behalf of all consumers who purchased a Prepaid Card issued by Peoples Trust from anywhere in the province of Quebec from May 9, 2019, to **[date of Pre-approval judgment]**, 2026 (the “**Class Members**”).

HOW TO MAKE A CLAIM

To receive compensation from the settlement, Class Members must **complete and submit** the online Claim Form by no later than 11:59 p.m. EST on **[DATE]**. To access the Claim Form and for more information, please visit the Settlement Website:

www.QuebecPrepaidCardSettlement.com

COMPENSATION FOR CLASS MEMBERS

The Settlement Amount of **\$5,500,000.00**, less court-approved class counsel fees and administration expenses, will be distributed to approved claimants (the “**Distribution Fund**”). Each Class Member who timely submits a valid Claim Form may obtain a payment in the form of an Interac E-Transfer equal to the Distribution Fund divided by the total number of Approved Claimants, between a minimum of **\$3.00** and a maximum of **\$100.00**, depending on the total number of Approved Claimants. Each Approved Claimant can only get one Interac E-Transfer regardless of the number of Prepaid Cards they purchased during the Class Period, unless the Court orders a redistribution. If the total number of Approved Claimants results in Interac E-Transfers worth less than \$3.00 each, no Interac E-Transfers will be made and the Distribution Fund will be paid to charities approved by the Court.

For more information, visit the Settlement Website by scanning on the **QR code** below, or contact the Claims Administrator at **1-888-440-1005** (prepaid@conciliainc.com).

This notice is a summary. A detailed notice, as well as the complete Settlement and other documents related to this lawsuit, can be found online on the Settlement Website www.QuebecPrepaidCardSettlement.com.

For more information, you may also call or write to Class Counsel: Mtre Joey Zukran (jzukran@lpclex.com), Mtre Léa Bruyère (lbruyere@lpclex.com), (514) 379-1572.



ANNEXE G À L'ENTENTE DE RÈGLEMENT

AVIS D'APPROBATION D'UNE ENTENTE DE RÈGLEMENT D'UNE ACTION COLLECTIVE CONCERNANT DES CARTES PRÉPAYÉES ÉMISES PAR PEOPLES TRUST (C.S.M. n° 500-06-001203-229)

VEUILLEZ LIRE LE PRÉSENT AVIS ATTENTIVEMENT, CAR IL POURRAIT AVOIR UNE INCIDENCE SUR VOS DROITS

Le **XX**, la Cour supérieure du Québec a approuvé l'entente de règlement de l'action collective intentée contre Compagnie de fiducie Peoples et d'autres commerçants tels que des détaillants, des pharmacies et des stations-service (collectivement les « **Défenderesses** ») par une consommatrice (la « **Demanderesse** ») dans le dossier portant le numéro 500-06-001203-229 au nom du Groupe suivant :

Tous les consommateurs ayant acheté une Carte prépayée émise par Peoples Trust n'importe où dans la province de Québec entre le 9 mai 2019 et le [date du jugement de pré-approbation].

QUAND ET COMMENT FAIRE UNE RÉCLAMATION - DATES IMPORTANTES :

Pour obtenir une compensation du règlement, les Membres du groupe doivent **remplir et soumettre le Formulaire de réclamation en ligne au plus tard le XX** :

[insérer ici une boîte d'appel à l'action où les membres peuvent cliquer et être dirigés vers le formulaire de réclamation en ligne]

QUELLE COMPENSATION VOUS POUVEZ RECEVOIR DU RÈGLEMENT :

Chaque Membre du groupe qui soumet dans les délais un Formulaire de réclamation valide peut obtenir un paiement sous forme d'un **virement Interac égal au Fonds de distribution divisé par le nombre total de Réclamants approuvés, entre un minimum de 3,00 \$ et un maximum de 100 \$**, selon le nombre total de Réclamants approuvés. Chaque Réclamant approuvé ne peut obtenir qu'un seul virement Interac, peu importe le nombre de Cartes prépayées qu'il a achetées au cours de la Période visée par l'Action collective. Si le nombre total de Réclamants approuvés donne lieu à des virements Interac d'une valeur inférieure à 3,00 \$ chacun, aucun virement Interac ne sera effectué et le Fonds de distribution sera versé à des organismes de bienfaisance approuvés par la Cour.

COMMENT OBTENIR UNE COMPENSATION :

Pour réclamer et recevoir la compensation, les Membres du groupe doivent remplir et soumettre un Formulaire de réclamation au plus tard le **XX 2026**. Dans le Formulaire de réclamation, les Membres du groupe doivent attester, sous peine de parjure, dans quelle ville ils ont acheté une Carte prépayée au Québec entre le 9 mai 2019 et le [date du

jugement de pré-approbation], ainsi que le mois/année approximatif de l'achat. Chaque Membre du groupe ne peut soumettre qu'un (1) seul Formulaire de réclamation.

Afin de recevoir une compensation du règlement, un Membre du groupe doit avoir une adresse courriel valide et un compte bancaire capable de recevoir des paiements via virement Interac, car le virement Interac est le seul mode par lequel la compensation sera envoyée. La compensation ne peut être déposée que pendant une période de trente (30) jours suivant l'envoi du virement Interac, après quoi elle expire automatiquement.

RÉSUMÉ DE CETTE CAUSE :

La Demanderesse a notamment allégué que le prix de vente total annoncé par les Défenderesses pour les Cartes prépayées n'incluait pas les frais d'activation et que le prix de vente total n'était pas indiqué de manière claire et lisible. Les Défenderesses nient toute responsabilité ou faute et étaient prêts à contester vigoureusement l'Action collective proposée, et aucun Tribunal n'a conclu qu'il y avait une quelconque faute de la part des Défenderesses. Néanmoins, à titre de condition du Règlement, Peoples Trust a également commencé à mettre en œuvre les modifications suivantes à ses pratiques commerciales, lesquelles sont permanentes. Le prix affiché pour une Carte prépayée, sur son emballage, montrera les frais d'activation (avant taxes) dans une police de caractères dont la taille sera égale ou supérieure à la valeur nominale de la Carte prépayée.

RENSEIGNEMENTS SUPPLÉMENTAIRES :

Une copie complète de l'Entente de règlement, ainsi que des informations détaillées sur la manière d'obtenir ou de déposer un Formulaire de réclamation, sont disponibles sur le site Web du Règlement suivant : ReglementCartePrepayeeQuebec.com.

Pour obtenir de l'aide afin de compléter le Formulaire de réclamation, contactez l'Administrateur du règlement :

Services Concilia inc.

5900, avenue Andover, bureau 1
Montréal (Québec) H4T 1H5
Téléphone : 1-888-440-1005 (sans frais)
Courriel : prepayee@conciliainc.com

Le cabinet d'avocats qui représente la demanderesse et les Membres du groupe est :

LPC Avocats

Me Joey Zukran/Me Léa Bruyère
276, rue Saint-Jacques, bureau 801
Montréal, Québec, H2Y 1N3
Téléphone : 514.379.1572
Fax : 514.221.4441
Courriel : jzukran@lpclex.com / lbruyere@lpclex.com

LES DÉFENDERESSES NE SONT PAS RESPONSABLES DE L'ADMINISTRATION DU RÈGLEMENT NI DE LA DISTRIBUTION DES MONTANTS MIS À DISPOSITION EN VERTU DU RÈGLEMENT. VEUILLEZ COMMUNIQUER AVEC L'ADMINISTRATEUR DU RÈGLEMENT OU LES AVOCATS DU GROUPE – ET NON AVEC LE TRIBUNAL, LES DÉFENDERESSES OU LEURS AVOCATS – POUR OBTENIR DE PLUS AMPLES RENSEIGNEMENTS.

En cas de conflit entre les dispositions du présent avis et l'Entente de règlement, les modalités de l'Entente de règlement prévaudront.

La Cour supérieure du Québec a approuvé le présent avis.

SCHEDULE F.2

AVIS D'APPROBATION D'UNE ENTENTE DE RÈGLEMENT D'UNE ACTION COLLECTIVE CONCERNANT DES CARTES PRÉPAYÉES ÉMISES PAR PEOPLES TRUST (C.S.M. 500-06-001203-229)

Le [XX], la Cour supérieure du Québec a approuvé le règlement intervenu dans l'action collective intentée contre Compagnie de fiducie Peoples et d'autres commerçants tels que des détaillants, des pharmacies et des stations-service (collectivement les « **Défenderesses** ») par une consommatrice du Québec, au nom de tous les consommateurs ayant acheté une Carte prépayée émise par Peoples Trust n'importe où au Québec entre le 9 mai 2019 et le [date du jugement de pré-approbation] (les « **Membres du groupe** »).

COMMENT FAIRE UNE RÉCLAMATION

Pour recevoir une compensation en vertu du règlement, les Membres du groupe doivent remplir et soumettre le Formulaire de réclamation en ligne au plus tard à 23 h 59 (HE) le [DATE]. Pour accéder au Formulaire de réclamation et pour obtenir de plus amples renseignements, veuillez visiter le site Web du règlement :

www.ReglementCartePrepayee.com

COMPENSATION POUR LES MEMBRES DU GROUPE

Le Montant du règlement de **5 500 000 \$**, moins les honoraires des Avocats du groupe et les frais d'administration approuvés par la Cour, sera distribué aux réclamants approuvés (le « **Fonds de distribution** »). Chaque Membre du groupe qui soumet en temps utile un Formulaire de réclamation valide peut recevoir un paiement sous forme de virement Interac égal au Fonds de distribution divisé par le nombre total de Réclamants approuvés, entre un minimum de **3,00 \$** et un maximum de **100 \$**, selon le nombre total de Réclamants approuvés. Chaque Réclamant approuvé ne peut recevoir qu'un seul virement Interac, peu importe le nombre de Cartes prépayées qu'il a achetées pendant la Période du recours, à moins qu'une redistribution ne soit ordonnée par la Cour. Si le nombre total de Réclamants approuvés entraîne des virements Interac d'une valeur inférieure à **3,00 \$**, chacun, aucun virement Interac ne sera effectué et le Fonds de distribution sera versé à des organismes de bienfaisance approuvés par la Cour.

Pour plus d'information, visitez le site Web du règlement en scannant le **code QR** ci-dessous ou contactez l'Administrateur du règlement au **1-888-440-1005** (prepayee@conciliainc.com).

Le présent avis est un résumé. Un avis détaillé, ainsi que l'Entente de règlement complète et les autres documents relatifs à cette action collective, sont disponibles en ligne sur le site Web du règlement : www.ReglementCartePrepayee.com.

Pour obtenir de plus amples renseignements, vous pouvez également communiquer avec les Avocats du groupe par téléphone ou par écrit : Me Joey Zukran (jzukran@lpclex.com), Me Léa Bruyère (lbruyere@lpclex.com), au (514) 379-1572.



SCHEDULE H TO THE SETTLEMENT AGREEMENT

CLAIM FORM

Prepaid Cards Settlement (Peoples Trust Company et al., S.C.M. no. 500-06-001203-229)

INSTRUCTIONS — TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY TO DETERMINE IF YOU QUALIFY UNDER THIS SETTLEMENT.

I. WHO IS ELIGIBLE TO MAKE A CLAIM

In order to receive compensation under this Settlement, a person must:

1. have purchased, anywhere in Quebec, between May 9, 2019 and [date of pre-approval judgment], a prepaid card such as the “Vanilla,” “Perfect Gift” and “American Express” cards issued and/or distributed by Peoples Trust (a “Prepaid Card”); and
2. have purchased the Prepaid Card as a consumer (*i.e.* not as a company); and
3. not have opted-out of the Class Action; and
4. complete the Claim Form by **XX** (the “Claim Deadline”) in compliance with the instructions below, attesting that he or she purchased at least one Prepaid Card in Quebec during the Class Period, specifying the city in which the purchase was made, and providing a valid email address where an Interac e-Transfer can be sent. **No other proof of purchase is required.**

The Settlement Administrator will review all the Claim Forms duly submitted on or before the Claim Deadline to determine the validity of the claim of each claimant. All Class Members whose claims are validated and approved by the Settlement Administrator are “**Approved Claimants**” under the Settlement. Any dispute regarding an assessment by the Settlement Administrator respecting the validity and approval of a claim submitted by a Class Member shall be referred to the Settlement Administrator for reassessment, and the Settlement Administrator’s decision on the said reassessment shall be final.

II. COMPENSATION DETAILS

5. Each Approved Claimant (as defined above) will receive one Interac e-Transfer by email.
6. The dollar value of each Interac e-Transfer will be equal to the Distribution Fund (as defined in the Settlement Agreement) divided by the total number of Approved Claimants, with a **minimum value of \$3.00 and a maximum value of \$100.00 per Interac e-Transfer** depending on the total number of Approved Claimants.

7. There will be a maximum of one Interac e-Transfer for each Approved Claimant no matter how many Prepaid Cards they purchased in Quebec during the Class Period, unless the Court orders a redistribution.
8. Compensation in the form of an Interac e-Transfer can only be sent to a valid e-mail address.
9. If the number of Approved Claimants is such that the value of each Interac e-Transfer would be less than \$3.00, no Interac e-Transfer will be sent to any Approved Claimant, and the Distribution Fund will instead be distributed to charities approved by the Court.

PLEASE CONTACT CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR — NOT THE COURT, THE DEFENDANTS, OR THEIR COUNSEL — FOR ANY FURTHER INFORMATION.

CLAIM FORM

PREPAID CARD SETTLEMENT (Peoples Trust Company et al., S.C.M. no. 500-06-001203-229)

To seek compensation under this Settlement, please provide all the information listed below. Failure to do so may result in the rejection of your claim. **The Claim Deadline is XX.**

The compensation that is provided in response to your claim will be sent in the form of an Interac e-Transfer with a value between \$3.00 and \$100.00 depending on the total number of Approved Claimants. There will be a maximum of one Interac e-Transfer for each Approved Claimant no matter how many Prepaid Cards they purchased during the Class Period.

A valid email address is required to receive compensation. A verification email and/or phone verification may be required before the claim form can be completed. Your claim may be subject to identity verification, and you may be asked to provide additional information or supporting documentation as necessary to verify your Claim.

First Name: (required)	
Last Name: (required)	
Address: (required)	
City: (required)	
Province: (required)	
Postal Code: (required)	
Phone number: (will be verified when your claim is submitted) (required)	
E-mail address: (will be verified when your claim is submitted) (required)	

<p>Confirm that you have purchased at least one Prepaid Card during the Class Period by checking the box and indicate the name of the city and province or territory of purchase:</p>	<p><input checked="" type="checkbox"/> I purchased at least one Prepaid Card in the province of Québec between May 9, 2019, and [date of pre-approval judgment].</p> <p>Indicate the name of the city in which the purchase was made and the approximate month/year:</p> <p>City: (required)</p> <p>Month/Year of purchase: (mm/yyyy) (required)</p>
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Acknowledgement and Certification:

By signing and dating this form below, I acknowledge that I have read the terms and conditions herein and that I am qualified to seek compensation under this Settlement. I further attest that I have not submitted, and will not in the future submit, any other Claim Form seeking compensation from this settlement.

I solemnly declare under penalty of perjury that I have purchased at least one Prepaid Card in Quebec between May 9, 2019, and **[date of pre-approval judgment]**, as described above and that the information provided above is true, complete and accurate.

FULL NAME: (required)
(in lieu of signature) _____

DATE: (required) _____

If you have any questions while completing the Claim Form, please contact the Settlement Administrator at:

Concilia Services Inc.
5900 Andover Avenue, Suite 1
Montreal (Québec) H4T 1H5
Tel: 1-888-440-1005 (toll free)
Email: prepaid@conciliainc.com

PLEASE CONTACT CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR — NOT THE COURT, THE DEFENDANTS, OR THEIR COUNSEL — FOR ANY FURTHER INFORMATION.

ANNEXE I À L'ENTENTE DE RÈGLEMENT

FORMULAIRE DE RÉCLAMATION

Règlement – Cartes prépayées

(Peoples Trust Company et al., C.S.M. no. 500-06-001203-229)

INSTRUCTIONS — MODALITÉS ET CONDITIONS

VEUILLEZ LIRE CES MODALITÉS ET CONDITIONS ATTENTIVEMENT POUR DÉTERMINER SI VOUS VOUS QUALIFIEZ SOUS CETTE ENTENTE DE RÈGLEMENT.

I. QUI EST ÉLIGIBLE À PRÉSENTER UNE RÉCLAMATION ?

Pour recevoir une compensation sous ce Règlement, une personne doit :

1. avoir acheté, n'importe où au Québec, une Carte prépayée entre le 9 mai 2019 et le [date du jugement de préapprobation], une carte prépayée telle que les cartes « *Vanilla* », « *Perfect Gift* » et « *American Express* », émises et/ou distribuées par Peoples Trust (une « **Carte prépayée** »); et
2. avoir acheté la Carte prépayée en tant que consommateur (c.-à-d. non en tant qu'entreprise); et
3. ne pas s'être exclu(e) de l'action collective; et
4. remplir le Formulaire de réclamation au plus tard le **XX** (la « **Date limite de réclamation** ») conformément aux instructions ci-dessous, attestant qu'il ou elle a acheté au moins une Carte prépayée au Québec durant la Période visée par l'Action collective, en précisant la ville où l'achat a été effectué et en fournissant une adresse courriel valide à laquelle un virement Interac peut être envoyé. Aucune autre preuve d'achat n'est requise.

L'Administrateur du Règlement examinera tous les Formulaires de réclamation dûment soumis le ou avant la Date limite de réclamation afin de déterminer la validité de la réclamation de chaque réclamant. Tous les Membres du Groupe dont les réclamations sont validées et admises par l'Administrateur du Règlement sont des « **Réclamants approuvés** » dans le cadre du Règlement. Tout conflit concernant l'évaluation par l'Administrateur du Règlement de la validité et de l'admissibilité d'une réclamation soumise par un Membre du Groupe sera soumis à l'Administrateur du Règlement pour révision, et la décision de l'Administrateur du Règlement sur ladite révision sera finale.

II. DÉTAILS SUR LA COMPENSATION

5. Chaque Réclamant approuvé (tel que défini ci-dessus) recevra un Virement Interac par courriel.
6. La valeur monétaire de chaque virement Interac sera égale au Fonds de distribution (tel que défini dans l'Entente de règlement) divisé par le nombre total

de Réclamants approuvés, avec **un montant minimum de 3,00 \$ et maximum de 100 \$ par virement Interac** selon le nombre total de Réclamants approuvés.

7. Il y aura un maximum d'un virement Interac pour chaque Réclamant approuvé, peu importe le nombre de Cartes prépayées qu'il a achetées au Québec au cours de la Période visée par l'Action collective, à moins que la Cour n'ordonne une redistribution.
8. La compensation sous la forme d'un virement Interac ne peut être envoyée qu'à une adresse courriel valide.
9. Si le nombre total de Réclamants approuvés donne lieu à des virements Interac d'une valeur inférieure à 3,00 \$ chacun, aucun virement Interac ne sera effectué à quelque Réclamants approuvés que ce soit et le Fonds de distribution sera versé à des organismes de bienfaisance approuvés par la Cour.

VEUILLEZ COMMUNIQUER AVEC L'ADMINISTRATEUR DU RÈGLEMENT OU LES AVOCATS DU GROUPE — ET NON AVEC LA COUR, LES DÉFENDERESSES OU LEURS AVOCATS — POUR OBTENIR D'AUTRES RENSEIGNEMENTS.

FORMULAIRE DE RÉCLAMATION

Règlement – Cartes prépayées

(Peoples Trust Company et al., C.S.M. no. 500-06-001203-229)

Pour demander une compensation dans le cadre de ce Règlement, veuillez fournir toute l'information demandée ci-après, à défaut de quoi votre réclamation pourrait être rejetée. **La Date limite de réclamation est le XX.**

La compensation fournie à la suite de votre réclamation sera envoyée sous forme de Virement Interac d'une valeur entre 3,00 \$ et 100 \$ selon le nombre total de Réclamants approuvés. Il y aura un maximum d'un Virement Interac par Réclamant approuvé peu importe le nombre de Cartes prépayées achetées au cours de la Période visée par l'Action collective.

Une adresse courriel valide doit être fournie pour recevoir une compensation. **Un courriel de validation peut vous être envoyé avant de compléter le formulaire de réclamation.**

Prénom : (obligatoire)	
Nom de famille : (obligatoire)	
Adresse : (obligatoire)	
Ville : (obligatoire)	
Province : (obligatoire)	
Code postal : (obligatoire)	
Numéro de téléphone : (obligatoire)	
Adresse courriel : (sera vérifiée lorsque votre réclamation est soumise) (obligatoire)	

<p>Confirmez que vous avez acheté au moins une Carte prépayée pendant la Période visée par l'Action collective en cochant la case et indiquez le nom de la ville et de la province ou du territoire d'achat :</p>	<p><input type="checkbox"/> J'ai acheté au moins une Carte prépayée dans la province de Québec entre le 9 mai 2019 et le [date du jugement de pré-approbation]</p> <p>Indiquez le nom de la ville où l'achat a été effectué et le mois/l'année approximatifs.</p> <p>Ville : (obligatoire)</p> <p>Mois/année de l'achat : (mm/yyyy) (obligatoire)</p>
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Reconnaissance et attestation :

En signant et datant ci-dessous le présent formulaire, je reconnais que j'ai lu les modalités et conditions des présentes et que j'ai la qualité requise pour demander une compensation dans le cadre du présent règlement. J'atteste de plus que je n'ai pas déjà présenté et que je ne présenterai pas d'autres Formulaires de réclamation en vue d'obtenir une compensation dans le cadre du présent règlement.

Je déclare solennellement, sous peine de parjure, que j'ai acheté au moins une Carte prépayée au Québec entre le 9 mai 2019 et le **[date du jugement de pré-approbation]**, tel que décrit ci-dessus et que les informations fournies ci-dessus sont vraies, complètes et exactes.

NOM COMPLET : (obligatoire)

(tenant lieu de signature)

DATE : (obligatoire)

Pour toute question concernant la manière de remplir le Formulaire de réclamation, veuillez communiquer avec l'Administrateur du Règlement :

Services Concilia inc.
5900, avenue Andover, bureau 1
Montréal (Québec) H4T 1H5
Tél : 1-888-440-1005 (sans frais)
Courriel : prepayee@conciliainc.com

VEUILLEZ COMMUNIQUER AVEC L'ADMINISTRATEUR DU RÈGLEMENT OU LES AVOCATS DU GROUPE — ET NON AVEC LA COUR, LES DÉFENDERESSES OU LEURS AVOCATS — POUR OBTENIR D'AUTRES RENSEIGNEMENTS.