

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

No: 500-06-001243-233

SUPERIOR COURT  
(Class action)

---

**DAPHNA OHAYON**

Plaintiff

v.

**DOLLARAMA S.E.C.**

**DOLLARAMA INC.**

**DOLLARAMA GP INC.**

**SHOPPERS DRUG MART INC.**

**LOBLAW COMPANIES LIMITED**

**AMAZON.COM.CA**

Defendants

---

## **NATIONAL SETTLEMENT AGREEMENT**

---

This National Settlement Agreement is entered into by the Plaintiff on behalf of herself and the Class Members, on the one hand, and the Defendants Dollarama S.E.C., Dollarama Inc. and Dollarama GP Inc. (together, “**Dollarama**” or the “**Settling Defendants**”), on the other hand, to resolve the Action in full as among the Plaintiff, the Class Members and the Settling Defendants.

Subject to Court approval as required by the *Code of Civil Procedure of Québec* and as provided herein, the Parties hereby stipulate and agree that, in consideration for the mutual concessions, promises and covenants set forth in this Agreement and upon the issuance by the Court of a Final Judgment Approving the Settlement and the occurrence of the Effective Date, the Action shall be settled and terminated upon the terms and conditions contained herein.

### **I. RECITALS**

A. WHEREAS, on May 29, 2023, the Plaintiff filed the Application for Authorization, as amended thereafter, which asserts claims at law, in contract and in equity in

relation to the prices advertised and charged by Dollarama for products subject to Environmental Handling Fees (“EHF”) it sold in Canada, including without limitation, claims under the *Consumer Protection Act*, CQLR, c. P-40.1 and the regulations adopted thereunder, the *Order in Council Respecting the Policy on Accurate Pricing for Merchants Who Use Optical Scanner Technology*, CQLR c. P-40.1, r. 2 (the “**Accurate Pricing Policy**”), the *Competition Act*, RSC 1985, c. C-34, the *Civil Code of Québec*, the *Regulation Respecting the Recovery and Reclamation of Products by Enterprises*, CQLR c. Q-2, r. 40.1 and other similar statutory and regulatory provisions across Canada, and the *Scanner Price Accuracy Voluntary Code* issued by the Retail Council of Canada, the whole as more fully detailed in the Application for Authorization.

- B. WHEREAS the Application for Authorization has not been adjudicated.
- C. WHEREAS the Parties have reached the resolution set forth in this Agreement providing for, *inter alia*, the settlement of the action between the Plaintiff, on behalf of herself and the Class Members, and Dollarama, on the terms and subject to the conditions set forth below.
- D. WHEREAS the Parties have determined that a settlement of the action on the terms reflected in this Agreement is fair, reasonable, adequate, and in the best interests of the Parties and the Class Members.
- E. WHEREAS Dollarama denies the allegations made by the Plaintiff in its proceedings, has not conceded or admitted, shall not be deemed to have conceded or admitted, and hereby expressly denies any liability or wrongdoing of any kind regarding the Plaintiff’s allegations in the Application for Authorization or otherwise.
- F. WHEREAS the Parties, to avoid the costs and delays of protracted litigation, and any uncertainty as to the judgment that could be rendered herein, have concluded that it is desirable that the claims in the action be settled, without admission, on the terms and conditions reflected in this Agreement.
- G. WHEREAS Dollarama consents to the authorization of the action as a class action solely for the purposes of implementing this Agreement, and contingent on the Court’s approval as provided for in this Agreement, on the express understanding that such authorization shall not limit or affect the respective rights of the Parties in any way in the event that this Agreement is not approved or that it is terminated.

H. WHEREAS the Parties assert that the Plaintiff is an adequate Class representative for settlement purposes.

NOW, THEREFORE, this Agreement is entered into between the Parties, through their respective counsel and representatives, and in consideration of the mutual concessions, promises and covenants contained herein and for value received, the Parties agree that upon the Effective Date, the Action and all Released Claims shall be fully settled and terminated for all legal intents and purposes whatsoever among the Releasing Parties, on the one hand, and the Released Parties, on the other hand, as detailed herein.

## II. DEFINITIONS

1. As used in this Agreement and the attached schedules, the following terms shall have the meanings set forth below unless this Agreement specifically provides otherwise:

1.1 “**Agreement**” means this National Settlement Agreement, including its Recitals and Schedules.

1.2 “**Application for Authorization**” means the *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff* dated May 29, 2023 filed by the Plaintiff in the Action, as amended thereafter.

1.3 “**Business Practice Changes**” has the meaning ascribed to this expression in paragraph 10 below.

1.4 “**Claim Form**” means the online claim form transmitted by the Settlement Administrator to the email address provided by a Class Member by the Email Address Due Date, attesting that the said Class Member has purchased at least one product subject to an Environmental Handling Fee from Dollarama in Canada during the Class Period. No proof of purchase is required in that regard. The Claim Form must be transmitted in such manner by the Settlement Administrator on or before the Claim Form Transmission Deadline for the Settlement Administrator.

1.5 “**Claim Form Deadline**” means the deadline by which the Claim Form must be completed and submitted by the Class Member, which is no later than 11:59 P.M. Eastern Standard Time on the 60<sup>th</sup> day following the Claim Form Transmission Deadline for the Settlement Administrator.

- 1.6 **“Claim Form Transmission Deadline for the Settlement Administrator”** means the deadline, which is no later than 5 Days after the Effective Date, by which the Settlement Administrator must send the Claim Form to the email addresses provided by the Class Members by the Email Address Due Date.
- 1.7 **“Class Action”** means all proceedings, exhibits and related materials filed in the matter of *Ohayon v. Dollarama S.E.C. et al.*, bearing number 500-06-001243-233 in the Superior Court of Quebec for the Judicial District of Montreal.
- 1.8 **“Class Counsel”** means LPC Avocats.
- 1.9 **“Class Counsel Fees and Expenses”** means the Class Counsel fees and expenses in the amount of \$825,000.00 plus GST and QST, as described more particularly in Section XI of this Agreement.
- 1.10 **“Class Members”** and **“Class”** means all natural and legal persons who purchased a product subject to an Environmental Handling Fee from Dollarama in Canada during the Class Period.
- 1.11 **“Class Notice”** or **“Notice”** means the Long-Form Notice and the Short-Form Notice, in English and in French, as well as any notice ordered to be published for the benefit of the Class Members in case of the termination of the Agreement.
- 1.12 **“Class Period”** means:
- a. for Class Members who purchased a product subject to an Environmental Handling Fee from Dollarama in Québec: the period between December 11, 2019 and July 4, 2023, and
  - b. for Class Members who purchased a product subject to an Environmental Handling Fee from Dollarama elsewhere in Canada: between May 29, 2021 and July 4, 2023.
- 1.13 **“Court”** means the Superior Court of Québec for the Judicial District of Montréal, in which the Application for Authorization was filed and where the Parties will seek approval of the Agreement.
- 1.14 **“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 the designated period of time begins to run shall not be included, and the last day of the period shall be included, unless it is a Saturday, a Sunday, or a legal holiday in Québec, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday in Québec.

- 1.15 **“Dollarama’s Counsel”** means Blake, Cassels & Graydon LLP.
- 1.16 **“Distribution Fund”** means the Settlement Amount minus the Class Counsel Fees and Expenses and the Notice and Administration Expenses, to be distributed equally to Settlement Class Members as Gift Cards.
- 1.17 **“Effective Date”** means:
- a. if no appeal is taken from the Final Judgment Approving the Settlement, 40 Days after the Court renders the Final Judgment Approving the Settlement; or
  - b. 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.
- 1.18 **“Email Address Due Date”** means the date by which Class Members must provide a valid e-mail address to the Settlement Administrator as provided for in the Class Notice, which is no later than 11:59 P.M. Eastern Standard Time on the date that is 45 Days after the Notice Date.
- 1.19 **“Environmental Handling Fee”** or **“EHF”** means:
- a. In Alberta: a fee payable by a manufacturer, distributor or retailer of a designated material as determined by the Alberta Recycling Management Authority pursuant to subsection 11.1(1) of the *Designated Material Recycling and Management Regulation*, Alta Reg. 93/2004 or any other waste collection and management regulations enabled by the *Environmental Protection and Enhancement Act*, RSA 2000, c. E-12.
  - b. In British Columbia: the costs related to the collection and management of a designated product, as determined by an agency

within the context of a collection and management plan implemented by the above-mentioned agency pursuant to subsections 2(1) and 2(2) of the *Recycling Regulation*, BC Reg. 449/2004 or any other waste collection and management regulations enabled by the *Environmental Management Act*, SBC 2003, c. 53.

- c. In Manitoba: the costs related to the recovery and reclamation of a designated product as determined by the operator of a waste reduction and prevention program pursuant to section 14 of the *Waste Reduction and Prevention Act*, CCSM c. W40, or any of its regulations regarding waste collection and management, including the *Electrical and Electronic Equipment Stewardship Regulation*, Man. Reg. 17/2010, the *Household Hazardous Material and Prescribed Material Stewardship Regulation*, Man. Reg. 16/2010, the *Packaging and Printed Paper Stewardship Regulation*, Man. Reg. 195/2008, the *Tire Stewardship Regulation, 2006*, Man. Reg. 222/2006, the *Used Oil, Oil Filters and Containers Stewardship Regulation*, Man. Reg. 86/97.
- d. In New Brunswick: the costs related to the recovery and reclamation of a designated material as determined by an agent referred to in section 37.1 of the *Designated Materials Regulation*, NB Reg. 2008-54, and part of a stewardship program plan under this above-mentioned regulation or any other waste collection and management regulations enabled by the *Clean Environment Act*, RSNB 1973, c. C-6.
- e. In Newfoundland and Labrador: the costs related to the waste management of a designated product, as determined by an agent referred to in subsections 31(2), 31.21(1) and 31.37(1) of the *Waste Management Regulations*, 2003, NLR 59/03, and part of a stewardship plan developed and implemented by the said agent under the provisions of the above-mentioned regulation or any other waste collection and management regulations enabled by the *Environmental Protection Act*, SNL 2002, c. E-14.2.
- f. In the Northwest Territories: a non-refundable fee determined by the Chief Environmental Protection Officer added to the price of a designated material and associated with a program in respect of

the reduction of the waste of the designated material or the recovery of the designated material, pursuant to subsection 3(1) of the *Electronics Recycling Regulations*, NWT Reg. 071-2015. Dollarama does not sell any of the said designated materials, such that Dollarama does not collect and has not collected EHF's in the Northwest Territories at any relevant time herein.

- g. In Nova Scotia: the costs related to the waste-resource management of a designated material, as determined by a person party to an agreement with the Resource Recovery Fund Board referred to in section 12 of the *Solid Waste-Resource Management Regulations*, NS Reg. 25/96, and implementing and operating an industry stewardship program under the provisions of the above-mentioned regulation or any other waste collection and management regulations enabled by the *Environment Act*, SNS 1994-95, c. 1.
- h. In Ontario: the costs related to the recovery and reclamation of a designated product as determined by the operator of a resource recovery and waste reduction program pursuant to subsections 68(1) and 69(1) of the *Resource Recovery and Circular Economy Act, 2016*, S.O. 2016, c. 12, Sched. 1, or any of its regulations regarding waste collection and management including *Batteries*, O. Reg. 30/20, *Blue Box*, O. Reg. 391/21, *Electrical and Electronic Equipment*, O. Reg. 522/20, *Hazardous and Special Products*, O. Reg. 449/21, *Subject Waste Program*, O. Reg. 323/22, and *Tires*, O. Reg. 225/18.
- i. In Prince Edward Island: the costs related to the collection and recycling of a designated material, as determined by an agent referred to in sections 23, 36, 49, 62, 75, 84.4, 88, 101, 110.4 of the *Materials Stewardship and Recycling Regulations*, PEI Reg. EC349/14, and part of a stewardship plan developed and implemented by the said agent under the provisions of the above-mentioned regulation or any other waste collection and management regulations enabled by the *Environmental Protection Act*, RSPEI 1988, c. E-9.
- j. In Québec: the costs related to the recovery and reclamation of a product covered under Chapter VI of the *Regulation Respecting the*

*Recovery and Reclamation of Products by Enterprises*, CQLR c. Q-2, r. 40.1, as determined by an organization referred to in section 4 of the said regulation and part of a recovery and reclamation program developed and implemented by such an organization in accordance with the provisions of the said regulation;

- k. In Saskatchewan: the costs related to the recovery and reclamation of a prescribed product as determined by the operator of a product stewardship program pursuant to section 46 of the *Environmental Management and Protection Act*, 2010, SS 2010, c. E-10.22, or any of its regulations regarding waste collection and management including the *Agricultural Packaging Product Waste Stewardship Regulations*, RRS c. E-10.22, Reg. 4, the *Electronic Equipment Stewardship Regulations*, RRS c. E-10.22 Reg. 6, the *Household Hazardous Waste Products Stewardship Regulations*, RRS c. E-10.22 Reg. 8, the *Household Packaging and Paper Stewardship Program Regulations*, RRS c. E-10.22 Reg. 9, the *Scrap Tire Management Regulations*, 2017, Sask. Reg. c. E-10.22 Reg. 5, and the *Used Petroleum and Antifreeze Products Stewardship Regulations*, RRS c. E-10.22 Reg. 7.
  - l. In Yukon: a non-refundable fee collected by the producer of a designated material pursuant to subsection 5.03(1) of the *Designated Materials Regulation*, YOIC 2003/184, and of the amount set out in the schedule of the above-mentioned regulation, or any non-refundable fee collected pursuant to any other waste collection and management regulations enabled by the *Environment Act*, RSY 2002, c. 76.
- 1.20 **“Final Approval Hearing”** means the hearing to be conducted by the Court on such date as the Court may order to determine, notably, the fairness, adequacy, and reasonableness of the Agreement and to determine the Class Counsel Fees and Expenses.
- 1.21 **“Final Judgment Approving the Settlement”** means the final judgment approving the settlement to be rendered by the Court after the Final Approval Hearing, providing notably as follows:
- a. approving the Agreement as fair, adequate, and reasonable;



- b. determining the Class Counsel Fees and Expenses;
- c. discharging the Released Parties of and from any and all further liability for the Released Claims;
- d. 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
- e. declaring that the injunctive relief sought in the Class Action is without object as a reason of the Business Practice Changes implemented by Dollarama;
- f. ordering the Settlement Administrator, on or before the Claim Form Transmission Deadline for the Settlement Administrator or any other deadline ordered by the Court, to transmit the Claim Form to Class Members for which a valid email address was received by the Email Address Due Date;
- g. providing for the payment of the Residual Settlement Amount, if any, to the charities designated by the Parties, each having its own choice in that regard and subject to Court approval, following payment to the Fonds d'aide aux actions collectives, if any, provided for at s. 1(1) of the *Regulation Respecting the Percentage Withheld by the Fonds d'aide aux actions collectives*, RLRQ c. F-3.2.0.1.1, r. 2; and
- h. issuing such other findings, determinations and orders as the Court or the Parties deem necessary and appropriate to implement the Agreement.

- 1.22 “**Gift Card**” means a gift card with a value equal to the Gift Card Value issued to a Settlement Class Member, which has the following characteristics:
- a. issued on an electronic support (transferable on the Dollarama mobile application) in principle, or on a physical support for those Settlement Class Members that make a specific request for a physical card to be sent by mail;
  - b. redeemable in any Dollarama store in Canada;
  - c. maximum of one Gift Card per Settlement Class Member, no matter how many products subject to EHF's the said Settlement Class Member purchased from Dollarama during the Class Period;
  - d. non-transferable to a person other than the Settlement Class Member to whom it has been issued;
  - e. non-cash convertible;
  - f. subject to be used in multiple distinct transactions until the full Gift Card Value is spent by the Settlement Class Member; and
  - g. not subject to an expiry date.
- 1.23 “**Gift Card Value**” means the dollar value of one Gift Card, which is calculated as the Distribution Fund divided equally among all Settlement Class Members whose claims have been filed and approved, with a maximum value of \$15.00 per Gift Card.
- 1.24 “**Long-Form Notice**” means the proposed Notice in the form provided in **Schedule A** (English) and **Schedule B** (French), which will be submitted to the Court for approval.
- 1.25 “**Notice and Administration Expenses**” means all fees, costs and expenses of the Settlement Administrator, more fully described in Section VI herein, including without limitation all notice expenses and the costs of administering the publication of the Class Notice, of completing the Notice Program, of sending the Claims Form to the Settlement Class Members, and other related costs, fees and expenses, excepting only the postage fees related to the mailing of physical Gift Cards to Settlement Class Members who have specifically chosen this option, if any, which will be

paid by Dollarama. The Notice and Administration Expenses shall amount to a fixed price of \$175,000 plus GST and QST, paid to the Settlement Administrator out of the Settlement Amount.

- 1.26 “**Notice Date**” means 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.
- 1.27 “**Notice Program**” means the notice program set forth in **Schedule C** and described in Section VII herein.
- 1.28 “**Objection Deadline**” means the date by which Class Members may file an objection to the Settlement with the Court or notify Class Counsel by email or mail of same, and shall be no later than later than 45 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.
- 1.29 “**Opt-Out Deadline**” means the postmark date by which a Request for Exclusion may be submitted to the Court in order 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 45 Days after the Notice Date.
- 1.30 “**Parties**” means the Plaintiff and the Settling Defendants.
- 1.31 “**Pre-approval Application**” means the application in which, notably, the Plaintiff will 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.
- 1.32 “**Pre-approval Judgment**” means the judgment in which the Court rules on the Pre-Approval Application and, notably, authorizes the Class Action for settlement purposes only between the Parties, modifies the class description in line with the definition of the Class and the Class Period in this Agreement, approves the Notice and the Notice Program, and appoints the Settlement Administrator.

- 1.33 **“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 before this Court or any other court, forum, regulatory authority or tribunal of any kind, including without limitation any claims for loss, damages, compensation, statutory indemnity, expenses, injunctive relief, penalties, punitive damages, judicial or extrajudicial costs and/or attorneys’ fees, whether known or unknown, suspected or unsuspected, in law, under contract or in equity, based on the law applicable in any Province or Territory in Canada (including a law of the Parliament of Canada or any regulation adopted thereunder), 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. Without limiting the generality of the foregoing, and for the avoidance of doubt, the Parties hereby confirm and acknowledge that the Released Claims include, without limitation, any claim arising out of or related to any allegation that the price or the EHF charged by Dollarama for any product subject to EHF exceeded the price or the EHF, as the case may be, that was expressed, indicated, or advertised for the same (on its packaging, a shelf-label, an in-store display or advertisement, or in any other manner whatsoever including on a technological support) or allowed by law.
- 1.34 **“Released Parties”** means the Settling 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, licensees, licensors, predecessors, successors, and assigns. 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.
- 1.35 **“Releasing Parties”** means the Plaintiff and each and every Class Member, 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.

- 1.36 **“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 email.
- 1.37 **“Residual Settlement Amount”** means the amount of the Distribution Fund that is left over, if any, following the issuance of the Gift Cards at the maximum amount of \$15.00 to each Settlement Class Member.
- 1.38 **“Settlement”** means the settlement set forth in this Agreement.
- 1.39 **“Settlement Administrator”** means Concilia Services Inc. (formerly known as Velvet Payments Inc.), subject to Court approval.
- 1.40 **“Settlement Amount”** means the total, all-inclusive amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00), being the maximum amount of the Settling Defendants’ monetary obligations under this Agreement, inclusive, without limitation, of capital, interest, additional indemnity, judicial and extrajudicial fees, costs and taxes of all kinds, and excepting only postage fees related to the mailing of physical Gift Cards to Settlement Class Members who will have chosen that option, if any, which will be paid by the Settling Defendants over and above the Settlement Amount.
- 1.41 **“Settlement Class Member”** means a Class Member that:
- a. purchased a product subject to an Environmental Handling Fee from Dollarama in Canada during the Class Period; and
  - b. has not submitted a Request for Exclusion; and
  - c. has provided a valid email address to the Settlement Administrator by the Email Address Due Date as described in the Notice; and
  - d. has completed and submitted the Claim Form sent by the Settlement Administrator at the said email address by or before the date indicated in the Claim Form.

1.42 “**Settling Defendants**” means Dollarama S.E.C., Dollarama Inc. and Dollarama GP Inc.

1.43 “**Short-Form Notice**” means the proposed Notice in the form provided at **Schedule D** (English) and **Schedule E** (French), which will be submitted to the Court for approval.

2. Other capitalized terms in this Agreement but not specifically defined in this section shall have the meanings ascribed to them elsewhere in this Agreement, including by reference to capitalized terms indicated in parentheses.

**III. CONDITIONAL AUTHORIZATION OF THE CLASS ACTION FOR SETTLEMENT PURPOSES ONLY**

3. This Agreement is for settlement purposes only, and neither the fact of this Agreement, nor any provision contained therein, nor any action taken thereunder shall constitute or be construed as an admission (a) of the validity of any claim, allegation or cause of action made by the Plaintiff in the Class Action, nor (b) of any wrongdoing or liability on the part of any Released Party or their counsel, nor (c) of the propriety of authorizing a class action for any other purpose in the Class Action or in any other action or proceeding.

4. As part of the Pre-Approval Application, the Plaintiff will seek authorization of the Class Action for settlement purposes only, approval of the Class Notice and of the Notice Program, and the appointment of the Settlement Administrator. The Settling Defendants hereby consent, solely for the purposes of the Agreement, to the authorization of the Class Action as a class action and to the approval of the Plaintiff as an adequate representative of the Class — provided, however, that if the Court fails to approve this Agreement, or if the Agreement otherwise fails to be consummated by the Effective Date, then all Parties shall retain all rights they had immediately preceding the execution of this Agreement, including the Settling Defendants’ right to object to the authorization of the Class Action as a class action, and this Agreement 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 in any other pending or future action.

5. 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 the law of the case, or *res judicata*, unless and until the Court enters a Final Judgment Approving the Settlement and the Effective Date occurs.

6. 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 any other action or proceeding, whether or not involving the same or similar claims.
7. In the event the Court does not render a Final Judgment Approving the Settlement, or the Effective Date does not occur, or the Agreement is otherwise terminated or rendered null and void, the Parties' agreement to class action authorization for settlement purposes shall be null and void, the Court's authorization order shall be vacated, and thereafter no class or classes will remain authorized — provided, however, that the Plaintiff may thereafter seek authorization of the same Class in the Class Action, and the Settling Defendants may oppose such authorization on any available grounds.

#### **IV. SETTLEMENT RELIEF**

8. The maximum amount of the Settling Defendants' monetary obligations under this Agreement is the Settlement Amount, excepting only the cost of postage related to mailing physical Gift Cards to Settlement Class Members who will have opted specifically to receive such physical gift cards, if any. The Settling Defendants shall not be required to pay any other amount, costs or fees of any kind to the Plaintiff, the Class Members, Class Counsel, or the Settlement Administrator.
9. The Gift Cards are the consideration to Settlement Class Members for this Settlement. The maximum amount to be distributed to Settlement Class Members by the Settling Defendants is the Distribution Fund.
10. The Settling Defendants, without any admission of liability or wrongdoing of any kind, and as an essential condition for the Plaintiff's acceptance of this Agreement, have also implemented Business Practice Changes as follows:
  - 10.1 On June 13, 2023, a memorandum was issued to all store managers, supervisors, territory managers and operations managers in Québec to modify the shelf-labels for products subject to EHF's, to display the total

price payable for the same including EHF's (before taxes) and to put more emphasis on the said total price than on the amounts of which it is composed, before store opening that day. On June 23, 2023, a similar memorandum was issued to all store managers, supervisors, territory managers and operations managers in Alberta, Manitoba, New Brunswick, Newfoundland, Nova Scotia, Ontario, Prince Edward Island, Saskatchewan and Yukon, and on July 4, 2023, another similar memorandum was issued to all store managers, supervisors, territory managers and operations managers in British Columbia. Copies of the said memoranda and a picture of the label is attached *en liasse* as **Schedule F** to this Agreement.

- 10.2 Dollarama has taken all reasonable means to insure that, henceforth, the price expressed, indicated, or advertised for any product subject to EHF's sold by Dollarama, including on a technological support, displays the total price payable for the same including EHF's (before taxes), and that more emphasis is put on the said total price than on the amounts of which it is composed.
  - 10.3 Between June 2, 2023 and July 30, 2023, Dollarama has made the necessary arrangements with the manufacturers of products subject to EHF's who pre-printed the Dollarama price on their packaging, to remove the said pre-printed Dollarama price from the same. Due to the lead time required to clear existing inventories, Dollarama estimates that new products subject to EHF's without a Dollarama price pre-printed on the packaging should be delivered to its stores during the first quarter of 2024. Sample pictures of the new Dollarama packaging for products subject to EHF's are attached *en liasse* as **Schedule G** to this Agreement. Dollarama has also stopped adding a Dollarama price sticker on the packaging of products subject to EHF's that did not have such a pre-printed Dollarama price.
11. The Plaintiff and Class Counsel acknowledge and concede that the Business Practice Changes currently implemented by Dollarama are in compliance with the law and that the injunctive relief sought in the Class Action is without object, for all legal intents and purposes whatsoever.



**V. DISTRIBUTION OF GIFT CARDS TO SETTLEMENT CLASS MEMBERS**

12. Each Settlement Class Member is eligible to obtain a Gift Card with a Gift Card Value of a maximum amount of up to \$15.00. The maximum amount to be distributed by way of Gift Cards to the Settlement Class Members by the Settling Defendants is equal to the Distribution Fund, apportioned equally among the Settlement Class Members.
13. The Gift Cards shall be issued by Dollarama electronically via email (Settlement Class Members will have the option to then upload the Gift Card amount on their Dollarama mobile application account or use the barcode in their email to redeem it in-store), or as a physical Gift Card by mail for a Settlement Class Member who specifically chooses that option.
14. The Gift Cards shall be issued within 60 Days of the Claim Form Deadline.
15. The Residual Settlement Amount, if any, and subject to Court approval, shall be paid to a charitable organization or charitable organizations to be chosen by the Parties, subject to Court approval, after payment of any amounts owing to the Fonds d'aide aux actions collectives pursuant to the *Regulation Respecting the Percentage Withheld by the Fonds d'aide aux actions collectives*, CQLR c. F-3.2.0.1.1, r. 2, if any. Any such distribution of the Residual Settlement Amount, if any, shall be made within 12 months after the distribution of all Gift Cards to Settlement Class Members by Dollarama.
16. The Fonds d'aide aux actions collectives will be entitled to claim the percentage provided for at s. 1(1) of the *Regulation Respecting the Percentage Withheld by the Fonds d'aide aux actions collectives*, RLRQ c. F-3.2.0.1.1, r. 2, on the Québec residents portion of the Residual Settlement Amount. The Québec residents' portion of the Residual Settlement Amount shall be equivalent to 22.08% of the Residual Settlement Amount, representing the proportion of Québec's population to the total population of Canada per Statistics Canada population estimates as of the fourth quarter for the year 2023.

**VI. RETENTION OF THE SETTLEMENT ADMINISTRATOR**

17. The Parties have retained Concilia Services Inc. (formerly Velvet Payments Inc.) as the Settlement Administrator to help implement the terms and conditions of the Agreement, subject to Court approval.

18. All Notice and Administration Expenses shall be paid out of the Settlement Amount, excepting only the cost of postage related to mailing physical Gift Cards to Settlement Class Members who have opted to receive such physical gift cards, if any, which cost will be paid by the Settling Defendants over and above the Settlement Amount.
19. 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:
  - 19.1 Causing the Class Notice to be published pursuant to the Notice Program;
  - 19.2 Answering written inquiries from Class Members and/or forwarding such inquiries to Class Counsel, and answering telephone calls until a closing judgment is rendered;
  - 19.3 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 Class Notice was published and the total number of Class Members who registered by submitting a valid email address on or before the Email Address Due Date;
  - 19.4 Developing, transmitting and processing the Claim Form;
  - 19.5 Sending at least two email reminders, prior to the Claim Form Deadline, to Class Members who submitted a valid email address by the Email Address Due Date, inviting the said Class Members to complete the Claim Form to receive the Gift Card;
  - 19.6 Preparing an administration report following the issuance of the Gift Cards and for the purposes of the closing judgment to be rendered, if any;
  - 19.7 Otherwise assisting with the administration of the Settlement and the implementation of the terms and conditions of this Agreement.
20. The Settlement Administrator shall abide by the following performance standards:
  - 20.1 To accurately and objectively describe the provisions of this Agreement in communications with Class Members, and to train and instruct its employees and agents to do so.

20.2 To provide prompt, accurate and objective responses to inquiries from Class Counsel and/or Dollarama's Counsel.

20.3 To keep a clear and careful record of all communications with Class Members, all expenses, all data obtained, and all tasks performed in administering the Class Notice.

## **VII. CLASS NOTICE**

### **A. Notice Program and Publication of the Class Notice**

21. No later than the Notice Date, the Settlement Administrator shall cause the Class Notice to be published in accordance with the Notice Program set out in **Schedule C**.

22. The Class Notice may also be sent via e-mail to all persons who subscribed to Class Counsel's mailing list or that requested a copy from Class Counsel.

23. The Class Notice shall also be prominently posted on the website of Class Counsel ([www.lpclex.com/dollaramaehf](http://www.lpclex.com/dollaramaehf)).

24. The Parties agree that the Notice Program provides for the most efficient means to effect notice to the Class under the circumstances of this case.

25. At or prior to the Final Approval Hearing, the Settlement Administrator shall provide the Court with a report attesting that the Class Notice has been published in accordance with the Notice Program.

### **B. Long-Form Notice**

26. The Long-Form Notice shall be in substantially the form of **Schedule A** (in English) and **Schedule B** (in French), agreed to by the Parties and to be approved by the Court.

27. At a minimum, the Long-Form Notice shall:

27.1 Include a short, plain statement of the background of the Class Action and the Agreement;

27.2 Describe the proposed Settlement relief as set forth in this Agreement, including the amount of Class Counsel Fees and Expenses;

27.3 Describe the Settlement process;

- 27.4 Explain the scope of the releases provided in this Agreement;
- 27.5 State that the implementation of the Settlement is contingent on the Court's final approval of the Agreement;
- 27.6 Provide the contact information of Class Counsel;
- 27.7 Explain that any judgment or order entered in the Class Action, whether favourable or unfavourable to the Class, shall include and be binding on all Class Members;
- 27.8 Inform Class Members that, if they do not exclude themselves from the Class Action (opt-out), they will be bound by the Settlement, and explain the procedure for opting out of the Class Action including the applicable deadline;
- 27.9 Explain the procedure for objecting to the Agreement including the applicable deadline; and
- 27.10 Explain the procedure for intervening; and
- 27.11 Provide any other information required by the Court.

**C. Short-Form Notice**

- 28. The Short-Form Notice shall be in substantially the form attached hereto as **Schedule D** (in English) and **Schedule E** (in French).
- 29. At a minimum, the Short-Form Notice shall:
  - 29.1 Include the telephone number and email address to contact Class Counsel;
  - 29.2 Include the definition of the Class;
  - 29.3 Include a brief description of the proposed Settlement relief as set forth in this Agreement; and
  - 29.4 Inform Class Members of their right to object to the Agreement or to opt-out of the Class Action and the deadlines to exercise these rights.

## **VIII. OBJECTIONS AND REQUESTS FOR EXCLUSION**

### **A. Objections**

30. 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.
31. The written objection must be filed with the Court or notified to Class Counsel by email ([jzukran@lpclex.com](mailto:jzukran@lpclex.com)) by no later than the Objection Deadline. The written objection must include:
  - 31.1 A heading which refers to the Class Action;
  - 31.2 The objector's name, address, telephone number and email address and, if represented by counsel, of his or her counsel;
  - 31.3 A statement that the objector purchased a product subject to an Environmental Handling Fee from Dollarama in Canada during the Class Period;
  - 31.4 A statement that the Class Member is objecting to the approval of the Agreement and the grounds supporting the objection;
  - 31.5 Copies of any papers, briefs, or other documents upon which the objection is based;
  - 31.6 Whether the objector intends to appear at the Final Approval Hearing, either in person, remotely or through counsel; and
  - 31.7 The objector's signature.
32. Any Class Member who files or notifies 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.
33. 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 appear separately and/or to object, and shall be bound by all the terms of

this Agreement and by all proceedings, orders and judgments entered in the Action.

**B. Requests for Exclusion (to Opt-Out)**

34. Any Class Member may request to be excluded (to opt-out) from the Class Action.
35. 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 email ([jzukran@lpclex.com](mailto:jzukran@lpclex.com))
36. The Request for Exclusion must be personally signed by the Class Member requesting exclusion, include his or her email address and mailing address, and contain a statement that indicates a desire to be excluded from the Class Action.
37. 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 he or she has already pending litigation or arbitration against the Settling Defendants relating to the Released Claims.
38. 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.

**IX. MEDIA COMMUNICATIONS**

39. Following the issuance of the Pre-approval Judgment, the Parties agree that they may issue a joint press release or separate press releases.
40. The Settling Defendants and Class Counsel may post the joint or separate press releases on their websites, if they so choose.
41. 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, and shall be limited to promoting the virtues of this Agreement.

42. The Settling Defendants may make such disclosures regarding the Class Action and the terms of the Agreement as they deem necessary in their filings with regulators, to their auditors, or as otherwise required by law.
43. 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.

**X. RELEASES**

44. 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.
45. Upon the Effective Date, each 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.
46. Upon the Effective Date, each and every Releasing Party 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.
47. 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.

**XI. CLASS COUNSEL FEES AND EXPENSES**

48. Subject to Court approval, the Settling Defendants agree to pay Class Counsel Fees and Expenses, which are to be deducted and paid from the Settlement Amount.

49. During the Final Approval Hearing, Class Counsel will make representations before the Court to obtain approval of the Class Counsel Fees and Expenses, which includes all legal fees, judicial and extrajudicial costs and disbursements of any kind, as well as any reimbursement of payments received from the Fonds d'aide aux actions collectives incurred up to and including the date of the Final Judgment Approving the Settlement. The Settling Defendants shall take no position with regards to the approval of the Class Counsel Fees and Expenses during the Final Approval Hearing, other than that they have agreed to pay them as fair and reasonable in the circumstances.
50. No later than 10 Days before the Effective Date, Class Counsel shall provide the Settling Defendants with an invoice for the amount of the Class Counsel Fees and Expenses approved by the Court, to be paid by the Settling Defendants to Class Counsel, along with the wire transfer and payment information.
51. On the Effective Date, the Settling Defendants will pay to Class Counsel the amount of the Class Counsel Fees and Expenses if and as approved by the Court in the Final Judgment Approving the Settlement. Class Counsel undertakes to then reimburse all advances received by the Fonds d'aide within 10 days thereof.
52. In consideration for the payment of the Class Counsel Fees and Expenses, as approved by the Court, Class Counsel shall not claim any other fee, cost, expense, or disbursement of any kind whatsoever from the Settling Defendants or the Class Members.
53. Furthermore, Class Counsel 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 as counsel, counsel of record, mandatary, advisor, individually, as a class member, collectively, representatively, derivatively or in any other capacity whatsoever.

## **XII. FINAL JUDGMENT APPROVING THE SETTLEMENT**

54. This Agreement is subject to and conditional upon the issuance by the Court of the Final Judgment Approving the Settlement, granting full and final approval of the Agreement and the Settlement provided therein, and providing the relief



specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing obligations hereunder. This Agreement is also subject to and conditional upon the occurrence of the Effective Date.

**XIII. REPRESENTATIONS AND WARRANTIES**

55. The Settling 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 actions contemplated herein have been duly authorized by necessary corporate action on the part of the Settling Defendants; and (c) that the Agreement has been duly and validly executed and delivered by the Settling Defendants and constitutes their legal, valid and binding obligation.
56. The Plaintiff 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.
57. The Parties warrant and represent that no promise, inducement or consideration for the Agreement has been made, except those set forth herein.

**XIV. NO ADMISSION**

58. The Agreement and every term and condition contained therein is conditional upon final approval of the Court and the occurrence of the Effective Date, and is made for settlement purposes only.
59. Whether or not consummated, this Agreement is not, may not and shall not be construed as, offered in evidence as, received in evidence as, and/or deemed to be evidence of a presumption, a concession or an admission by any Released Party of the truth of any fact alleged nor of the validity of any claim or cause of action that has been, could have been, or in the future might be asserted in any litigation, nor of any liability, fault or wrongdoing of any kind whatsoever by any Released Party.

**XV. TERMINATION OF THIS AGREEMENT**

60. Either Party may terminate this Agreement by providing written notice to the other Parties within 10 Days of the occurrence of any of the following:
- 60.1 the Court does not authorize the class action for settlement purposes as contemplated herein, or the Court's order authorizing the class action for settlement purposes is reversed, vacated, or modified in any material respect by another court; or
  - 60.2 the Court does not enter the Final Judgment Approving the Settlement in its entirety, or, if entered, such judgment is reversed, vacated, or modified in any material respect by another court, such that the Effective Date does not occur.
61. The Settling Defendants may unilaterally withdraw from and terminate this Agreement if more than 500 Class Members have submitted valid and timely Requests for Exclusion. The Settling Defendants may exercise their right to terminate under this provision by giving notice thereof to the Court and Class Counsel on or before the date of the Final Approval Hearing. If the Settling Defendants elect to terminate the Agreement pursuant to this paragraph 61, the Agreement, subject to paragraph 64 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.
62. Neither the refusal of the Court to grant the Class Counsel Fees and Expenses nor the amount of any Class Counsel Fees and Expenses finally awarded by the Court shall provide a basis for termination of this Agreement by the Plaintiff or Class Counsel.
63. 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. The Settling Defendants will be responsible for all Notice and Administration Expenses up until the termination date.
64. In the event this Agreement is terminated for any reason, 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.

**XVI. MISCELLANEOUS**

65. *Entire Agreement* — The Agreement, including the Recitals and all Schedules hereto, 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.
66. *Modification* — The Agreement may not be changed, modified, or amended except in a writing signed by Class Counsel and Dollarama's Counsel and, if required, approved by the Court. The Parties contemplate that the Schedules to the Agreement may be modified by subsequent agreement of Dollarama's Counsel 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.
67. *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 email to:
- 67.1 If to Class Counsel:  
Mtre. Joey Zukran, at [jzukran@lpclex.com](mailto:jzukran@lpclex.com)
- 67.2 If to Dollarama's Counsel:  
Mtre. Claude Marseille, Ad. E., at [claudemarseille@blakes.com](mailto:claudemarseille@blakes.com),  
Mtre. Anthony Cayer, at [anthony.cayer@blakes.com](mailto:anthony.cayer@blakes.com), and  
Mtre. Cristina Cataldo, at [cristina.cataldo@blakes.com](mailto:cristina.cataldo@blakes.com)
68. *Suspension of Proceedings* — Upon the execution of this Agreement, all proceedings in this Action shall be suspended until further order of the Court, except for proceedings to seek authorization of the class action for settlement purposes only and approval of the Class Notice, and proceedings that may be necessary to implement the Agreement or comply with or effectuate the terms of this Agreement.
69. *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.

70. *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.
71. *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 negotiation, with consideration by, and participation of, the Parties hereto, Dollarama's Counsel and Class Counsel. 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.
72. *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.
73. *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.
74. *Taxes* — No opinion concerning the tax consequences of the Agreement to any Class Member is or will be given by Dollarama, Dollarama's Counsel, Class Counsel or the Plaintiff, 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 Plaintiff, is responsible for his or her tax reporting and other obligations respecting the Agreement, if any.
75. *Governing Law* — The Agreement shall be construed under and governed by the laws applicable in Québec, applied without regard to conflict of laws provisions.
76. *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.

77. *Language* — The Parties acknowledge that they have required and consented to 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, the Settling Defendants shall procure a French translation of the Agreement. In the event of any dispute as to the interpretation or application of this Agreement, the English version shall govern.
78. *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 and renounce to any errors of fact, of law and/or of any calculation.
79. *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 e-signature software, and sent by e-mail shall be treated as original signatures and shall be binding.
80. *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 WHEREOF**, each of the Parties hereto, Class Counsel and Dollarama's Counsel have executed this Agreement as of the date set forth below.

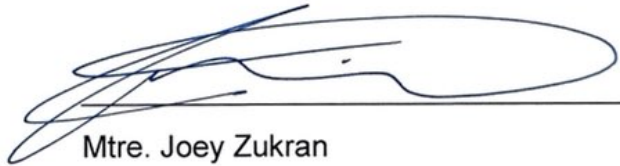
Date: \_\_\_\_\_

\_\_\_\_\_  
Mtre. Claude Marseille, Ad. E.  
Blake, Cassels & Graydon LLP  
Attorneys for Dollarama S.E.C., Dollarama  
Inc. and Dollarama GP Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Mr. Neil Rossy  
President and Chief Executive Officer,  
Dollarama S.E.C. acting and represented  
by its general partner Dollarama GP Inc.,  
and Dollarama Inc. as he so declares

Date: January 30, 2024

  
\_\_\_\_\_  
Mtre. Joey Zukran  
LPC Avocats  
Class Counsel

Date: Jan 30th 2024


  
\_\_\_\_\_  
Ms. Daphna Ohayon  
Plaintiff

**IN WITNESS WHEREOF**, each of the Parties hereto, Class Counsel and Dollarama's Counsel have executed this Agreement as of the date set forth below.

Date: \_\_\_\_\_

\_\_\_\_\_  
Mtre. Claude Marseille, Ad. E.  
Blake, Cassels & Graydon LLP  
Attorneys for Dollarama S.E.C., Dollarama  
Inc. and Dollarama GP Inc.

Date: 30/01/2024

  
\_\_\_\_\_  
Mr. Neil Bossy  
President and Chief Executive Officer,  
Dollarama S.E.C. acting and represented  
by its general partner Dollarama GP Inc.,  
and Dollarama Inc. as he so declares

Date: \_\_\_\_\_

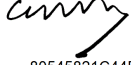
\_\_\_\_\_  
Mtre. Joey Zukran  
LPC Avocats  
Class Counsel

Date: \_\_\_\_\_

\_\_\_\_\_  
Ms. Daphna Ohayon  
Plaintiff

**IN WITNESS WHEREOF**, each of the Parties hereto, Class Counsel and Dollarama’s Counsel have executed this Agreement as of the date set forth below.

1/30/2024 | 12:51 PM EST  
Date: \_\_\_\_\_

DocuSigned by:  
  
80545821C44D44F...

\_\_\_\_\_  
Mtre. Claude Marseille, Ad. E.  
Blake, Cassels & Graydon LLP  
Attorneys for Dollarama S.E.C., Dollarama  
Inc. and Dollarama GP Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Mr. Neil Rossy  
President and Chief Executive Officer,  
Dollarama S.E.C. acting and represented  
by its general partner Dollarama GP Inc.,  
and Dollarama Inc. as he so declares

Date: \_\_\_\_\_

\_\_\_\_\_  
Mtre. Joey Zukran  
LPC Avocats  
Class Counsel

Date: \_\_\_\_\_

\_\_\_\_\_  
Ms. Daphna Ohayon  
Plaintiff



**SCHEDULES TO THE  
NATIONAL SETTLEMENT AGREEMENT**

- A. Draft Long Form Notice to the Class Members, in English.
- B. Draft Long Form Notice to the Class Members, in French.
- C. Proposed Notice Program.
- D. Draft Short Form Notice to the Class Members, in English.
- E. Draft Short Form Notice to the Class Members, in French.
- F. *En liasse*, Memoranda sent by Dollarama to its store managers, supervisors, territory managers and operations managers in Canada in June and July 2023 regarding the modification of the shelf-labels for products subject to EHF's offered for sale in its stores, and pictures of the new label.
- G. *En liasse*, sample pictures of new Dollarama packaging for products subject to EHF's.
- H. French translation of the Agreement.