

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

Nº: 500-06-001321-245

SUPERIOR COURT  
(Class Actions)

JOYCE ROMANO

Representative Plaintiff

v.

**DANONE INC.**  
and  
**WAL-MART CANADA CORP.**  
and  
**JORIKI INC.**  
and  
**INTACT COMPAGNIE D'ASSURANCE**

Defendants

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**ADDENDUM TO THE SETTLEMENT AGREEMENT**

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**WHEREAS** the Settlement Agreement executed by the Parties was filed into the Court record on November 6, 2025 (the “**Settlement Agreement**”);

**WHEREAS** the Parties believe it is appropriate to modify the Settlement Agreement in order to increase the Settlement Amount by \$1 million;

**WHEREAS** the modification to the Settlement Agreement provided for herein does not prejudice, in any way, the rights and obligations of the Class Members;

**NOW THEREFORE**, the Parties hereto respectively declare as follows:

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

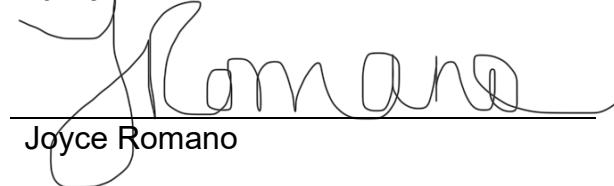
(eee) **Settlement Amount or Settlement Fund** means the fixed amount of CDN \$7,500,000 that the Defendants, except Wal-Mart, will pay pursuant to this Settlement Agreement, inclusive of all Compensatory Payments for Approved Claims, payments for the Provincial Health Insurer Claims, Administration Expenses, Class

Counsel Fees and Disbursements, plus any applicable taxes, interest and costs.

2. The Settlement Agreement is further amended by inserting the underlined text in section 3.2 under the heading "Settlement Amount", at clause 14, as follows:
  14. The Defendants, except Wal-Mart, shall pay the full Settlement Amount of CDN 7,500,000.
3. The remaining provisions of the Settlement Agreement continue to apply, with the necessary adjustments taking into account the present Addendum;
4. The additional payment of \$1 million by the Defendants to the Settlement Amount shall be payable within thirty (30) days from the discontinuance of the BC Proceeding (Court File No. VLC-S-S-244861);
5. Class Counsel will file an application asking the Court to approve this Addendum including the difference in Class Counsel Fees and Disbursements that result from the amendment to section 1 (eee) and the Defendants will take no position on this request, other than that they have agreed to pay these amounts, the whole pursuant to section 10 of the Settlement Agreement;
6. No other provisions of the Settlement Agreement are to be affected or otherwise modified by the present Addendum;

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

**Plaintiff**



Joyce Romano

Montreal, January 8, 2026

Place and Date

**Class Counsel:**

LPC Avocats



Joey Zukran

Montreal, January 8, 2026

Place and Date

**Danone Inc.**

  
Isabelle Rayle-Doiron

Boucherville, Quebec - 2026-01-08

Place and Date

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**Danone Inc. Counsel:**  
McCarthy Tétrault LLP

  
Emmanuelle Poupart

Montreal, QC - 2026-01-12

Place and Date

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**Wal-Mart Canada Corp.**

Caroline Mostyn  
Caroline Mostyn  
Assistant General Counsel

**Wal-Mart Canada Corp. Counsel:**  
Fasken Martineau DuMoulin

Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.  
Noah Boudreau and Mirna Kaddis

Mississauga, Ontario January 9, 2026 | 09:01 CST  
Place and Date

Montréal, Québec January 9, 2026 10:37 EST  
Place and Date

**Intact Insurance Company**



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Marla Cox

**Intact Insurance Company Counsel:**

A.I.I.A. Services Juridiques



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Christina Parent-Roberts

Toronto, ON / January 9, 2026

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Place and Date

Montréal, Québec / January 12, 2026

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Place and Date