

C A N A D A

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.

Settling Defendants

NATIONAL SETTLEMENT AGREEMENT

TABLE OF CONTENTS

I.	PREAMBLE	1
II.	DEFINITIONS	3
III.	CONDITIONAL AUTHORIZATION FOR SETTLEMENT PURPOSES ONLY	13
IV.	SETTLEMENT RELIEF AND RELEASES	15
	A. Settlement Amount	15
	B. Distribution of the Distribution Fund	15
	C. Business Practice Changes	18
	D. Releases	19
	E. No Admission	20
V.	CLASS COUNSEL FEES AND EXPENSES	20
VI.	SETTLEMENT ADMINISTRATOR	21
VII.	NOTICE PROGRAM	22
	A. Pre-Approval Notice	22
	B. Objections	22
	C. Requests for Exclusion (to Opt-Out)	23
	D. Post-Approval Notice and Claim Form	24
	E. Media Communications	24
VIII.	REPRESENTATIONS AND WARRANTIES	25
IX.	TERMINATION OF AGREEMENT	25
X.	MISCELLANEOUS	26

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**”), on the other hand, to resolve the Action in full as among the Plaintiff, the Class Members and Dollarama.

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 fully settled and terminated upon the terms and conditions contained herein.

I. PREAMBLE

- A. WHEREAS, on May 29, 2023, the Plaintiff filed the Application for Authorization, asserting claims in relation to the prices advertised and charged by Dollarama for products subject to Environmental Handling Fees (“**Ecofees**”) it sold in Canada, including claims under the *Consumer Protection Act*, CQLR, c. P-40.1 (“**CPA**”); the regulations adopted under the *CPA*, including 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*, R.S.C. 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 Dollarama denies any liability or wrongdoing of any kind regarding the Plaintiff’s allegations and shall not be deemed to have conceded or admitted to any such any liability or wrongdoing by reason of this Settlement;
- C. WHEREAS the Application for Authorization has not been adjudicated;
- D. WHEREAS on January 30, 2024, the Parties concluded a National Settlement Agreement providing, *inter alia*, that persons who wished to file a claim had to pre-register with the Settlement Administrator by sending their email addresses to the same, and that the Distribution Fund would be paid to the Approved Claimants via

Gift Cards with a maximum value of \$15.00, as appears from the Court record (the “**Initial Settlement**”);

- E. WHEREAS by judgment dated April 17, 2024, the Court refused to approve the Initial Settlement, for the reasons detailed therein (the “**Initial Judgment**”);
- F. WHEREAS by judgment dated June 4, 2024, the Court ordered the Settlement Administrator to inform the persons who had provided their email addresses that the Court had not approved the Initial Settlement, and to destroy the list of these persons’ email addresses without keeping a copy, as appears from the Court record, the Settlement Administrator having complied with the said orders;
- G. WHEREAS in August and September, 2024, the Parties participated in private mediation sessions (the “**Mediation**”) presided by retired Chief Justice, the Honourable François Rolland, O.C., Ad. E. (the “**Mediator**”);
- H. WHEREAS the Parties, represented by experienced counsel and with the assistance and support of the Mediator, have proceeded to good faith, arms-length negotiations in order to settle the Class Action, and have carefully reviewed the relevant legal, factual, financial and practical considerations in coming to this Settlement, including, without limitation, the following:
 - i. Ecofees are mandatory and their amount is set by regulation. The Class Members could not forego the payment of Ecofees or reduce their amount by purchasing the same products elsewhere. As such, this case challenged how Ecofees were displayed by Dollarama regarding its products subject to Ecofees during the Class Period, not the requirement to charge Ecofees;
 - ii. Dollarama remits 100% of the Ecofees it collects from its clients to the organizations responsible for recovering and recycling products subject to Ecofees in Canada, retailers being mere collection agents in that regard. As such, Dollarama made no revenue or profit whatsoever on the Ecofees it collected from the Class Members;
 - iii. the Ecofees Dollarama collected from Class Members were between 8 ¢ and 60 ¢ per sale, the maximum purchase price of an item subject to Ecofees at Dollarama being \$5.00;
 - iv. while the Parties disagree on the legal requirements regarding the labelling of the price of products subject to Ecofees, any such disagreement has become moot given the permanent Business Practice Changes

implemented by Dollarama, without admission, in the context of this Settlement;

- I. WHEREAS, having due regard to all applicable considerations herein, including those listed above, the Parties, represented by experienced counsel and with the assistance and support of the Mediator, have concluded that it is desirable that the Class Action be settled on the terms and conditions reflected in this Agreement in order to avoid the costs, delays and uncertainty of protracted litigation, that these terms and conditions are fair, reasonable, adequate, and in the best interests of the Parties and the Class Members, and that they address the issues raised by the Court in the Initial Judgment;
- J. 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 is terminated;
- K. WHEREAS the Parties assert that the Plaintiff is an adequate Class representative for settlement purposes.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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 **"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, more fully described in Section VI below, and will be paid out of and deducted from the Settlement Amount pursuant to article 598 C.C.P. For the avoidance of doubt, the Parties declare and acknowledge that the Administration Expenses of \$143,718.75 incurred under the Initial Settlement have already been paid by Dollarama, with portions thereof benefitting this Agreement.
 - 1.2 **"Agreement"** or **"Settlement Agreement"** means this National Settlement Agreement, including its Preamble and Schedules.

- 1.3 “**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.
- 1.4 “**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 reassessment, and the Settlement Administrator’s decision on the said reassessment shall be final.
- 1.5 “**Business Practice Changes**” has the meaning ascribed to this expression in paragraphs 17 and 18 below.
- 1.6 “**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 15 below.
- 1.7 “**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. (local time for the Class Member) on the 60th day following the Post-Approval Notice Date.
- 1.8 “**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 product subject to Ecofees from Dollarama in Canada 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.
- 1.9 “**Class Action**” or “**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 archives of the Court.
- 1.10 “**Class Counsel**” means LPC Avocats.

- 1.11 **“Class Counsel Fees and Expenses”** means the Class Counsel fees and expenses, subject to Court approval, that are described more particularly in Section V of this Agreement, and that will be paid out of and deducted from the Settlement Amount pursuant to article 598 C.C.P.
- 1.12 **“Class Members”** and **“Class”** means all natural and legal persons who purchased a product subject to Ecofees from Dollarama in Canada during the Class Period.
- 1.13 **“Class Period”** means:
- a. for Class Members who purchased a product subject to Ecofees 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 Ecofees from Dollarama elsewhere in Canada: between May 29, 2021 and July 4, 2023.
- 1.14 **“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.
- 1.15 **“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.
- 1.16 **“Dollarama”** means, collectively, Dollarama S.E.C., Dollarama Inc. and Dollarama GP Inc.
- 1.17 **“Dollarama’s Counsel”** means Blake, Cassels & Graydon LLP.
- 1.18 **“Distribution Fund”** means the Settlement Amount, plus any interest generated thereon from the time that the Settlement Amount is paid by Dollarama to the Settlement Administrator in trust as more fully provided in Section IV below, minus the Class Counsel Fees and Expenses and the Administration Expenses as approved by the Court.

1.19 **“Effective Date”** means, if no appeal is taken from the Final Judgment Approving the Settlement, 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.

1.20 **“Environmental Handling Fees” or “Ecofees”** mean:

- 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 Ecofees 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 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.

- I. 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.
- 1.21 **“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, 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.
- 1.22 **“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. approving the Post-Approval Notice Program, the Post-Approval Notice and the Claim Form, and the delays applicable to the same;
 - c. 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;
 - d. 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;

- e. declaring that the injunctive relief sought in the Class Action is without object by reason of the Business Practice Changes implemented by Dollarama;
 - f. issuing such other findings, determinations and orders as the Court or the Parties deem necessary and appropriate to implement the Agreement;
- 1.23 **“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 products subject to Ecofees the said Approved Claimant has purchased from Dollarama during the Class Period. 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 \$10.00 per Interac E-Transfer.
- 1.24 **“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.
- 1.25 **“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.
- 1.26 **“Notice Program”** means the notice program described in Section VII herein set forth in **Schedule A**.
- 1.27 **“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 email or mail, and shall be no 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.

- 1.28 “**Opt-Out Deadline**” means the postmark or email 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.
- 1.29 “**Parties**” means the Plaintiff and Dollarama.
- 1.30 “**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.
- 1.31 “**Pre-Approval Judgment**” means the judgment in which the Court will rule on the Pre-Approval Application and, notably, 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.
- 1.32 “**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).
- 1.33 “**Pre-Approval Notice Date**” means 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.
- 1.34 “**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).
- 1.35 “**Post-Approval Notice Date**” means 10 business 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.

- 1.36 **“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 and all 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 Ecofees charged by Dollarama for any product exceeded the price or the Ecofees, as the case may be, that were 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.
- 1.37 **“Released Parties”** means Dollarama, 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.
- 1.38 **“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.

1.39 **“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 mail or email.

1.40 **“Settlement”** means the settlement set forth in this Agreement.

1.41 **“Settlement Administrator”** means Concilia Services Inc., subject to Court approval.

1.42 **“Settlement Amount”** means the total, all-inclusive amount of \$2,643,718.75, composed (a) of an amount of \$2,500,000.00 to be paid by Dollarama to the Settlement Administrator in trust on or before the Settlement Amount Payment Date, as more fully provided in Section IV below, and (b) an additional amount of \$143,718.75 already paid by Dollarama to the Settlement Administrator on account of the Administration Expenses incurred under the Initial Settlement. 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 of the *Code of Civil Procedure of Quebec*, as if this amount was awarded to the Class on the merits.

1.43 **“Settlement Amount Payment Date”** means 5 business Days after the Effective Date, or any other date set by the Court.

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 FOR SETTLEMENT PURPOSES ONLY

3. 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.

4. 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 Plaintiff 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.
5. As part of the Pre-Approval Application, the Plaintiff will seek authorization of the Action as a class action for Settlement purposes only, approval of the Plaintiff as an adequate Class representative, of the Notice Program and the Class Notice, and the appointment of the Settlement Administrator. Dollarama hereby consent to the said authorization, without admission and for Settlement purposes only.
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 this Action or in any other action or proceeding, whether or not involving the same or similar claims.
7. 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.
8. 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:
 - 8.1 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;

- 8.2 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;
- 8.3 any Administration Expenses incurred shall be paid out of the Settlement Amount and the remaining balance shall be returned forthwith to Dollarama by the Settlement Administrator, including interest; and
- 8.4 the Parties shall retain all the rights they had immediately preceding the execution of this Agreement, including the Plaintiff's right to seek authorization of the same Class in the Class Action, and Dollarama's right to oppose such authorization on any available grounds.

IV. SETTLEMENT RELIEF AND RELEASES

A. Settlement Amount

- 9. The maximum amount of Dollarama's monetary obligations under this Agreement shall be the Settlement Amount, excluding internal costs incurred by Dollarama pursuant to the Notice Program.
- 10. Dollarama shall not be required to pay any other amount of any kind to the Plaintiff, the Class Members, Class Counsel, the Settlement Administrator, the Class Action Assistance Fund, 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 Class Action Assistance Fund, and/or taxes of any kind.
- 11. On or before the Settlement Amount Payment Date, Dollarama shall pay the amount of \$2,500,000.00 to the Settlement Administrator in trust. The Settlement Administrator shall forthwith issue a formal receipt and release to Dollarama 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

- 12. 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 Distribution Fund and as approved by the Court, of the Class Counsel Fees and Expenses and the

Administration Expenses. Dollarama 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 11 above.

13. 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.
14. 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:
 - 14.1 if the number of Approved Claimants is such that the value of each Interac E-Transfer is between \$3.00 and \$10.00, the Settlement Administrator shall cause an Interac E-Transfer to be sent to each Approved Claimant within a delay of 30 days following the Claim Deadline;
 - 14.2 if the number of Approved Claimants is such that the value of each Interac E-Transfer equals the maximum amount of \$10.00 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 15 below and in accordance with the provisions of art. 596, par. 3 C.C.P.;
 - 14.3 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 15 below and in accordance with the provisions of art. 597 C.C.P.

15. 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 14 above, the following rules shall apply, subject to Court approval:
 - 15.1 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 14 above, and shall inform them of the amount to be so distributed;
 - 15.2 within a delay of 30 days following this notice, the Plaintiff shall select, in her discretion, a Charity or Charities to whom 50% of the *cy-près* distribution shall be made, and Dollarama shall do likewise for the other 50% of the *cy-près* distribution;
 - 15.3 within a delay of 30 days following these selections, the Plaintiff shall file an application with the Court to approve the *cy-près* distribution in accordance with the Parties' choice in that regard, and subject to any terms and conditions to be imposed by the Court. Dollarama shall be notified of that application and may make representations to the Court in that regard;
 - 15.4 within the delay provided by the Court, the Settlement Administrator shall proceed to the *cy-près* distribution by paying the amounts owing to the Class Action Assistance Fund 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 Administrative Expenses. The Class Action Assistance Fund shall be entitled to claim the said percentage on the Québec residents' portion of the Distribution Fund, which shall be equivalent to 22% of the Distribution Fund, representing the proportion of Québec's population to the total population of Canada per Statistics Canada population estimates as of the 4th quarter for the year 2023.
16. 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 Plaintiff shall diligently apply to the Court for a closing judgment.

C. Business Practice Changes

17. Dollarama, without any admission of liability or wrongdoing of any kind, and as a condition *sine qua non* for the Plaintiff's acceptance of this Agreement, has also implemented the following Business Practice Changes:

17.1 in June and July 2023, memoranda were issues to all store managers, supervisors, territory managers and operations managers in provinces in which Ecofees have been implemented, to modify the shelf-labels for products subject to Ecofees such that they display the total price payable for same including Ecofees (before taxes) and to put more emphasis on the said total price than on the amounts of which it is composed, before store opening on the relevant day:

- a. on June 13, 2023, a memorandum to that effect was issued to all store managers, supervisors, territory managers and operations managers in Québec;
- b. on June 23, 2023, a memorandum to that effect 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
- c. on July 4, 2023, a memorandum to that effect 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 new label are attached *en liasse* as **Schedule J** to this Agreement;

17.2 between June 2, 2023 and July 30, 2023, Dollarama made the necessary arrangements with the manufacturers of products subject to Ecofees who pre-printed the Dollarama price directly on their packaging, to remove the said pre-printed Dollarama price from same. When the current inventories of products bearing the pre-printed Dollarama price are depleted, none of the product packaging subject to Ecofees will include a pre-printed Dollarama price. Sample pictures of the new Dollarama packaging for

products subject to Ecofees are attached *en liasse* as **Schedule K** to this Agreement.

- 17.3 Dollarama has also stopped adding a Dollarama price sticker directly on the packaging of products subject to Ecofees that did not have such a pre-printed Dollarama price.
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. As such, Dollarama has taken all commercially reasonable means and will take all commercially reasonable means in the future to insure that:
- 18.1 the price expressed, indicated, or advertised for any product subject to Ecofees sold by Dollarama in Canada, including on a technological support, displays the total price payable for same including Ecofees (before taxes), and that more emphasis is put on said total price than on the amounts of which it is composed; and that
- 18.2 no price will be pre-printed and no price sticker will be apposed directly on the packaging of a product subject to Ecofees sold by Dollarama in Canada, unless it displays the total price payable for said product including Ecofees (before taxes) and more emphasis is put on the total price than on the amounts of which it is composed.
19. The Plaintiff and Class Counsel acknowledge and concede that the Business Practice Changes 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.
20. The payment by Dollarama of the Settlement Amount together with the Business Practice Changes are the consideration to the Class Members for this Settlement.

D. Releases

21. 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.
22. 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.

23. 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

24. 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

25. Subject to Court approval, the Plaintiff shall ask the Court to approve Class Counsel Fees for a total amount of \$800,000.00 plus taxes, as well as Class Counsel Expenses not exceeding \$25,000.00 plus taxes (collectively the "Class Counsel Fees and Expenses"). The amounts approved by the Court in that regard, inclusive of taxes, shall be paid out of and deducted from the Settlement Amount and 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.
26. 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 reimbursement of payments received from the Class Action Assistance Fund incurred up to and including the Effective Date.

27. Class Counsel will make representations before the Court to obtain approval of the Class Counsel Fees and Expenses. Dollarama 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 Plaintiff will seek approval of the Class Counsel Fees and Expenses, other than that they have agreed to pay them out of the Settlement Amount as fair and reasonable in the circumstances.
28. In consideration for 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 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 of record, counsel, mandatary, advisor, individually, as a class member, collectively, representatively, derivatively or in any other capacity whatsoever.

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:
 - 30.1 causing the Class Notice to be published pursuant to the Notice Program;
 - 30.2 answering written inquiries from Class Members and/or forwarding such inquiries to Class Counsel, and answering telephone calls until a closing judgment is rendered;
 - 30.3 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 Pre-Approval Notice was published;

- 30.4 proceeding to the distribution of the Distribution Fund in accordance with the terms and conditions set forth herein;
- 30.5 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 Dollarama or Dollarama's Counsel; 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 for 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 notified to Class Counsel by email (jzukran@lpclex.com) or by mail by no later than the Objection Deadline. The written objection must include:
 - 36.1 A heading which refers to the Class Action (*Ohayon v. Dollarama S.E.C. et al.*, SCM no. 500-06-001243-233);

- 36.2 The objector's name, address, telephone number and email address and, if represented by counsel, of his or her counsel;
 - 36.3 A statement that the objector purchased a product subject to an Environmental Handling Fee from Dollarama in Canada during the Class Period;
 - 36.4 A statement that the Class Member is objecting to the approval of the Agreement and the grounds supporting the objection;
 - 36.5 Copies of any papers, briefs, or other documents upon which the objection is based;
 - 36.6 Whether the objector intends to appear at the Final Approval Hearing, either in person, remotely or through counsel; and
 - 36.7 The objector's signature.
- 37. 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.
 - 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 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.

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 email (izukran@lpclex.com) or by mail, and Class Counsel will then file it in the Court record.

41. 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.
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 Dollarama 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 web site.
45. 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.
46. At or prior to the Final Approval Hearing, 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, the Parties may issue a joint press release or separate press releases. Dollarama and Class Counsel may post the joint or separate press releases on their websites, if they so choose.
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.

49. Dollarama 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. Dollarama 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 Dollarama; and (c) that the Agreement has been duly and validly executed and delivered by Dollarama and constitutes their legal, valid and binding obligation.
52. 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.
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. Dollarama may unilaterally withdraw from and terminate this Agreement if more than 500 Class Members have submitted valid and timely Requests for Exclusion.
55. Dollarama may exercise their right to terminate under this Section by giving notice thereof to the Court and Class Counsel on or before the date of the Final Approval Hearing.
56. 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.

57. If Dollarama elect to terminate the Agreement pursuant to this Section, the Agreement, subject to paragraph 59 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.
58. 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. Dollarama will be responsible for all Administration Expenses up until the termination date.
59. 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

60. *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, including the Initial Agreement.
61. *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.
62. *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:
 - 62.1 If to Class Counsel:
Mtre. Joey Zukran, at jzukran@lpclex.com, and
Mtre. Lea Bruyere, at lbruyere@lpclex.com

62.2 If to Dollarama's Counsel:

Mtre. Claude Marseille, Ad. E., at claudemarseille@blakes.com,

Mtre. Anthony Cayer, at anthony.cayer@blakes.com, and

Mtre. Cristina Cataldo, at cristina.cataldo@blakes.com

63. *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.
64. *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.
65. *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.
66. *Arms' Length Negotiations and Recourse to Mediation* — 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 and mediation sessions before the Mediator, with consideration by and participation of the Parties, Dollarama's Counsel and Class Counsel, and with the assistance and support of the Mediator.
67. *"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.
68. *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.
69. *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.

70. *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.
71. *Governing Law* — The Agreement shall be construed under and governed by the laws applicable in Québec, applied without regard to conflict of laws provisions.
72. *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.
73. *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, Dollarama have procured a French translation of the Agreement, reviewed by Class Counsel, attached herewith as **Schedule L**. In the event of any dispute as to the interpretation or application of this Agreement, the version that best reflects the intention of the Parties shall govern.
74. *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.
75. *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.
76. *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.

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: Sept. 29, 2024



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: _____

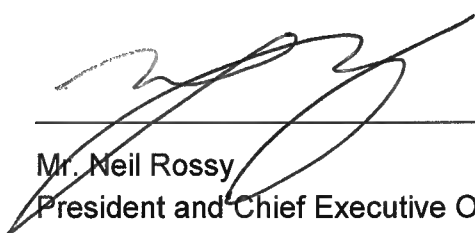
Ms. Daphna Ohayon
Plaintiff

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: 24 sept 2024



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

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.

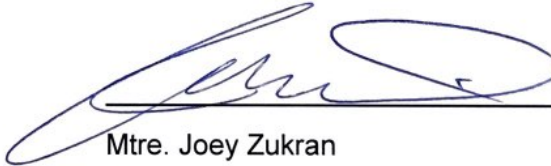
Date: _____

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: September 24, 2024



Mtre. Joey Zukran
LPC Avocats
Class Counsel

Date: Sept 24 - 2024



Ms. Daphna Ohayon
Plaintiff

SCHEDULES TO THE NATIONAL 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. In English.
- G. In French.
- H. Claim Form, in English.
- I. Claim Form, in French.

Business Practice Changes

- J. 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 Ecofees offered for sale in its stores, and pictures of the new label, *en liasse*.
- K. sample pictures of new Dollarama packaging for products subject to Ecofees, *en liasse*.

Translation

- L. French translation of the Settlement Agreement.