

SETTLEMENT AGREEMENT AND RELEASE

I.	RECITALS	3
II.	DEFINITIONS.....	6
III.	SCOPE AND EXTENT OF THE AGREEMENT	11
IV.	NO ADMISSION OF LIABILITY.....	11
V.	PRE-APPROVAL PROCESS	12
A.	Pre-Approval Application and Pre-Approval Order.....	12
B.	Delivery of Documents, Records or Information to the Settlement Administrator 13	
C.	Pre-Approval Notice	14
D.	Confidentiality.....	14
VI.	APPROVAL PROCESS.....	15
VII.	COMPENSATION TO CLASS MEMBERS.....	16
A.	Determination of the Compensation Amount	16
B.	Removal of Duplicates	17
C.	Distribution to Class Members	17
D.	Other Class Members	19
E.	Plaintiff's Personal Claim	20
F.	No Remaining Balance	20
VIII.	SETTLEMENT ADMINISTRATION AND PROCESSING.....	21
A.	Settlement Administrator's Obligations	21
B.	Settlement Webpage.....	21
C.	Closing Judgment	22
D.	Settlement Not Approved	22
IX.	CLASS COUNSEL FEES AND EXPENSES AND THE FONDS' DISBURSEMENTS	22
A.	Class Counsel Fees and Expenses and the Fonds' Disbursements	22
B.	Payment of Class Counsel Fees and Expenses and the Fonds' Disbursements 24	
X.	NO OTHER FEES	24
XI.	TERMINATION OF THIS AGREEMENT	25
A.	Right of Termination.....	25
B.	Effect of termination	25

XII.	RELEASE AND DISMISSAL	26
A.	Release	26
B.	No Further Claims	27
XIII.	FINAL PROVISIONS	27
A.	Confidentiality of the Settlement.....	27
B.	Entire Agreement	28
C.	Binding Effect	28
D.	Disputes and Applicable Law	29
E.	Miscellaneous	30
F.	Notice	32

This Settlement Agreement and Release (this “**Agreement**”) is entered into as of September 5, 2024 by and between Dominique Lavoie, individually and as representative of the Class defined below (the “**Plaintiff**”), and Wal-Mart Canada Corp. (“**Walmart Canada**” and, collectively with the Plaintiff, the “**Parties**”);

I. RECITALS

- A. **WHEREAS** on April 7, 2021, the Plaintiff filed an *Application to authorize the bringing of a class action and to appoint the status of representative plaintiff* in the Québec Superior Court file no. 500-06-001142-211 (the “**Application for Authorization**”) against Walmart Canada in relation to a pricing error on www.walmart.ca where approximately 10,000 items of the “Home Department” were erroneously priced at CA\$3.49 (collectively, the “**Items**”, and each an “**Item**”) on April 4th or 5th, 2021 (the “**Pricing Error**”);
- B. **WHEREAS** the Plaintiff alleges that Walmart Canada acted in violation of the *Consumer Protection Act*, C.Q.L.R., c. P-40.1 (the “**CPA**”) by cancelling orders for Items affected by the Pricing Error (the “**Claims**”);
- C. **WHEREAS** on April 8, 2021, the Plaintiff amended the Application for Authorization to allege that Walmart Canada, after removing the Items from its website, relisted them at their correct prices, further acting in violation of the CPA (the “**Amended Application for Authorization**”);
- D. **WHEREAS** on March 30, 2022, the Court granted the Amended Application for Authorization and appointed the Plaintiff as representative of a class defined as “[a]ll consumers domiciled or residing in Québec who, on April 4th or 5th, 2021, placed an order for an item priced at CA\$3.49 from the www.walmart.ca website and who, after receiving a purchase confirmation from Wal-Mart at the price initially advertised,

subsequently had their purchase cancelled by Wal-Mart” (the “**Authorization Judgment**”);

E. **WHEREAS** on June 13, 2022, the Plaintiff served and then filed his *Originating Application* (the “**Class Action**”);

F. **WHEREAS** on June 16, 2022, the Court ordered the dissemination of notices of authorization of the Class Action using the Email Addresses (*as defined below*) and set the opt-out deadline to September 2, 2022 (the “**Opt-Out Deadline**”), which notices were sent on July 13, 2022 (the “**Notices of Authorization**”);

G. **WHEREAS** the Parties are not aware of any opt-outs received by the Court or Class Counsel following the expiration of the Opt-Out Deadline;

H. **WHEREAS** on October 28, 2022, Walmart Canada notified a *Defence*, denying liability for the Claims and the Class Action (the “**Defence**”);

I. **WHEREAS** the Plaintiff believes that the Claims and the Class Action are valid and well-founded;

J. **WHEREAS** Walmart Canada denies any wrongdoing or liability in relation to the Claims and the Class Action and raised numerous affirmative defences, as appears from the Defence;

K. **WHEREAS** based on an analysis of the Claims, taking into account the risks, burdens and expense of litigation, including the risk and uncertainty associated with a protracted trial and possible appeals, as well as the fair, cost-effective and assured method of resolving the Claims provided for in this Agreement, the Plaintiff and Class Counsel (*as defined below*) have concluded that this Agreement and the settlement it contains (the “**Settlement**”) provides benefits to the Class Members (*as defined below*) and is fair, reasonable and in the best interest of the Class Members;

- L. **WHEREAS** Walmart Canada has similarly concluded that this Agreement is desirable in order to avoid the time, risks and expense of defending the Class Action and to resolve fully and finally the pending and potential claims raised by the Class Members, and it has concluded that this Agreement in its entirety is fair and reasonable;
- M. **WHEREAS** the Parties wish to compromise and settle all issues pertaining to the Claims of the Class Members and ensure that there are no further proceedings, actions or disputes between them with regard to the Claims and the Pricing Error, and intend that this Agreement be so construed;
- N. **WHEREAS** this Agreement was entered into after extensive arm's length discussions and negotiations between the Parties, as represented by Class Counsel and Defence Counsel (*as defined below*);
- O. **WHEREAS** Walmart Canada represents that 1,158 unique email addresses placed at least one Order (*as defined below*) for an Item, out of which 769 email addresses were used to place one Order and 389 email addresses to place multiple Orders;
- P. **WHEREAS** this Agreement provides for the payment by Walmart Canada of a fixed and maximum all-inclusive amount of five hundred and thirty thousand Canadian dollars (CA\$530,000), allocated as payment to the following (the "**Settlement Amount**"):
- a) Class Counsel Fees and Expenses (*as defined below*);
 - b) Fonds' Disbursements (*as defined below*);
 - c) Plaintiff's Personal Claim (*as defined below*);
 - d) Settlement Expenses (*as defined below*);

e) Walmart Gift Cards (*as defined below*) to Class Members, based on the Compensation Amount (*as defined below*).

Q. **WHEREAS** the Parties agree that the Class will be adequately informed of the Settlement by notices sent to the email addresses that received the Notices of Authorization;

R. **WHEREAS** the Parties wish and intend to seek the Court's approval of the Settlement in the Class Action;

S. **WHEREAS** the Plaintiff and Class Counsel undertake to reimburse any advances received by the Fonds (*as defined below*), including the Fonds' Disbursements, in connection with the Class Action pursuant to section 30 of the *Act respecting the Fonds d'aide aux actions collectives*, CQLR, c. F-3.2.0.1.1 (the "**Act respecting the Fonds**");

NOW THEREFORE it is agreed that in consideration of the promises and mutual covenants set forth in this Agreement, the Claims and the Class Action will be settled and compromised under the terms and conditions contained herein.

II. DEFINITIONS

1. In this Agreement, in addition to the terms that are defined elsewhere herein, the following terms have the meanings specified below. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

(a) "**Approval Application**" means the application brought by the Plaintiff in the Class Action for approval of the Settlement and for approval of the amounts of Class Counsel Fees and Expenses and the Fonds' Disbursements pursuant to paragraphs **14** to **18** of this Agreement;

- (b) **“Approval Order”** means the Court order approving this Agreement and the Settlement herein;
- (c) **“Class”** or **“Class Members”** means the class authorized by the Court pursuant to the Authorization Judgment, but excluding individuals, if any, who have already opted-out by the September 2, 2022, opt-out deadline;
- (d) **“Class Counsel”** means LPC Avocats;
- (e) **“Class Counsel Fees and Expenses”** means the amount approved by the Court of no more than one hundred and fifty-nine thousand Canadian dollars (CA\$159,000) plus GST and QST thereon (calculated at the date of invoicing) in fees, and eight thousand five hundred Canadian dollars (CA \$8,500) plus GST and QST thereon for disbursements and expenses, payable by Walmart Canada from the Settlement Amount in respect of all fees, disbursements, and taxes on disbursements or fees requested by Class Counsel, on their own behalf and on behalf of any and all other counsel, experts and/or consultants acting for or engaged by the Plaintiff in relation to the Class Action, as approved by the Court;
- (f) **“Compensation Amount”** means the amount available for the issuance of Walmart Gift Cards and is equal to the Settlement Amount after deduction of Class Counsel Fees and Expenses, Fonds’ Disbursements, Plaintiff’s Personal Claim and Settlement Expenses;
- (g) **“Court”** means the Superior Court of Québec, sitting in and for the District of Montréal;
- (h) **“Defence Counsel”** means Torys Law Firm LLP;

- (i) **“Effective Date of the Settlement”** means the next business day after the day on which all appellate rights with respect to the Approval Order in the Class Action have expired (including a 30-day appeal period) or have been exhausted in such manner as to permit the consummation of the Settlement in accordance with the terms and conditions of the Agreement;
- (j) **“Email Address”** means the email address used by a Class Member to place an Order;
- (k) **“Fonds”** means the Fonds d’aide aux actions collectives constituted pursuant to the *Act respecting the Fonds*;
- (l) **“Fonds’ Disbursements”** means an all-inclusive amount of three thousand five hundred Canadian dollars (CA\$3,500) advanced by the Fonds to Plaintiff and Class Counsel for the Class Action, excluding any fee advances received by Class Counsel, and which must be reimbursed to the Fonds;
- (m) **“Fonds Levy”** means the amounts payable to the Fonds pursuant to the *Act respecting the Fonds*, the *Regulation respecting the percentage withheld by the Fonds d’aide aux actions collectives*, CQLR, c. F-3.2.0.1.1, r. 2, and applicable Québec law, if any;
- (n) **“Lost Value”** means the difference between the correct price (excluding applicable taxes) on April 4th or 5th, 2021 of an Item for which a Class Member placed an Order, and CA\$3.49;
- (o) **“Order”** means an order placed on www.walmart.ca on April 4th or 5th, 2021 for an Item, that was subsequently cancelled by Walmart Canada;

- (p) **“Plaintiff’s Personal Claim”** means an amount of two thousand Canadian dollars (CA\$2,000), included in the Settlement Amount, determined and pre-approved by the Parties as part of the confidential settlement negotiations leading to the Settlement, to which the Plaintiff is entitled as a reimbursement of certain disbursements and expenses incurred, which will not be reduced by any *pro rata* reduction provided in this Settlement or in any other manner whatsoever, save and except for a decision of the Court;
- (q) **“Pre-Approval Application”** means the application that will be brought by the Plaintiff in the Class Action in order to ask the Court to approve the form and means of dissemination of the Pre-Approval Notice, to obtain the Pre-Approval Order pursuant to paragraphs **5** to **7** of this Agreement;
- (r) **“Pre-Approval Notice”** means the notice to the Class of the date and time for the Settlement approval hearing and of related relief, to be disseminated in the manner described in paragraph **10** of this Agreement and in the form attached as **Schedule A** (long form) and **Schedule B** (short-form) to this Agreement, or by such other means or in such other form as may be approved by the Court;
- (s) **“Pre-Approval Order”** means the order made by the Court in the Class Action appointing the Settlement Administrator, approving the form and means of the Pre-Approval Notice, pursuant to this Agreement, and providing other ancillary conclusions pursuant to paragraphs **5** to **7** of this Agreement;
- (t) **“Releasees”** means Walmart Canada, and each of its past and present parents, subsidiaries, affiliates, related companies, divisions, associates, partners, insurers, shareholders, predecessors, successors, assigns,

officers, directors, agents, managers, servants, employees, attorneys, advisors, consultants, representatives, mandataries, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers and estate trustees, and each of their respective predecessors, successors, heirs and assigns;

- (u) **“Releasors”** means the Plaintiff, on behalf of himself and the Class Members, and each and every Class Member, as well as their respective spouses, heirs, executors, successors, representatives, agents, parents, mandataries, tutors, curators and assigns;
- (v) **“Settlement Administrator”** means Concilia Services Inc., subject to approval by the Court;
- (w) **“Settlement Amount”** mean the all-inclusive fixed amount of five hundred and thirty thousand Canadian dollars (CA\$530,000) for payment of all of the obligations of Walmart Canada hereunder, including the Class Counsel Fees and Expenses, Compensation Amount, Fonds’ Disbursements, Plaintiff’s Personal Claim and Settlement Expenses;
- (x) **“Settlement Expenses”** means all costs whatsoever incurred for the implementation and execution of the Settlement; without limiting the generality of the foregoing, this includes the cost of translation of this Agreement or any related documents and all of the fees and disbursements of the Settlement Administrator, settlement administration costs, fees and costs for the dissemination of any notices as provided in this Agreement or ordered by the Court;
- (y) **“Settlement Webpage”** means the bilingual webpage specific to the Class Action and the present Settlement Agreement, maintained by Class

Counsel on Class Counsel's website (www.lpclex.com/walmart), on which relevant documents and information will be made publicly available; and

(z) **"Settling Parties"** means, collectively, the Releasees and the Releasers.

(aa) **"Walmart Gift Card"** means an electronic gift card issued by Walmart Canada to a Class Member pursuant to paragraphs **24** to **28** of this Agreement, and subject to the terms and conditions set out in paragraph **29**;

III. SCOPE AND EXTENT OF THE AGREEMENT

2. This Agreement is for settlement purposes only and is conditional upon the making of a final Approval Order by the Court and the occurrence of the Effective Date. Neither the fact of, nor any provision contained in, this Agreement nor any action taken hereunder will constitute, or be construed as, an admission of the validity of any claim or any factual allegation that was or could have been made by the Plaintiff, the Class Members, or by Walmart Canada in the Class Action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Walmart Canada in relation to the Claims or the Pricing Error.

IV. NO ADMISSION OF LIABILITY

3. Neither this Agreement, nor any fact performed or document executed pursuant to or in furtherance of this Agreement, is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any released Claims, or of any wrongdoing or liability whatsoever of any of the Releasees, or is or may be deemed to be or may be used as an admission of, or evidence of, any fault, omission, wrongdoing or liability of any of the Releasees in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal.

4. Walmart Canada has denied vigorously, and continues to deny each and every allegation of liability and wrongdoing, and asserts that it has substantial factual and legal defences to all Claims and that the said Claims are without merit. Nevertheless, Walmart Canada has concluded that further conduct of this litigation would be protracted and expensive, and that it is desirable that it be fully and finally settled in the manner and upon the terms and conditions set out in this Agreement. Without admitting any wrongdoing or liability whatsoever, Walmart Canada accepts the terms of this Agreement provided that all issues relating to the subject matter of the litigation are hereby completely resolved.

V. PRE-APPROVAL PROCESS

A. PRE-APPROVAL APPLICATION AND PRE-APPROVAL ORDER

5. Following the execution of this Agreement, the Plaintiff will bring the Pre-Approval Application presentable, if need be, at a date to be set by the Court as soon as is convenient for the Parties and the Court, requesting that the Court:

- (a) approve the form and means by which the Pre-Approval Notice will be disseminated, in accordance with this Agreement;
- (b) appoint the Settlement Administrator;
- (c) order Walmart Canada to provide to the Settlement Administrator such personal information regarding Class Members as is necessary to implement this Agreement; and
- (d) approve the procedure and deadline for commenting on or raising an objection to this Settlement pursuant to paragraph 17 of this Agreement;

6. Class Counsel and Defence Counsel will make joint representations to the Court with a view to obtaining the Pre-Approval Order as described in paragraph 5 of this Agreement.

7. Class Counsel and the Settlement Administrator will provide Defence Counsel with copies of any comments or objections received in response to the Pre-Approval Notice.

B. DELIVERY OF DOCUMENTS, RECORDS OR INFORMATION TO THE SETTLEMENT ADMINISTRATOR

8. Within fifteen (15) days following the Pre-Approval Order, Walmart Canada will provide on a confidential basis to the Settlement Administrator a list of all Class Members identified in its business records, based on the Orders, and their Email Addresses with duplicates removed pursuant to paragraphs 21 to 23 of this Agreement.

9. If at any point in the settlement process the Settlement Administrator will require other documents, records or information from Walmart Canada, the Settlement Administrator may make a request to Walmart Canada, through Defence Counsel, seeking such information. Walmart Canada will then expeditiously provide the additional material to the Settlement Administrator or provide a written explanation to the Settlement Administrator as to why such material is not available, cannot be reasonably provided or will not assist the Settlement Administrator in the fulfillment of its duties pursuant to this Agreement. If documents, records or information requested by the Settlement Administrator pursuant to this paragraph are not provided to the Settlement Administrator within twenty-five (25) days of the request, the Settlement Administrator and/or Class Counsel may seek directions from the Court in respect of that request on reasonable notice to Defence Counsel.

C. PRE-APPROVAL NOTICE

10. The Pre-Approval Notice will be disseminated within thirty (30) days from the date when the Pre-Approval Order is made, or as ordered by the Court, in substantially the same form as **Schedules A and B attached** to this Agreement, in both English and French, or in some other form or manner as directed by the Court, as follows:

- (a) the Settlement Administrator will deliver a bilingual email (French and English) containing a link to the Pre-Approval Notice to every Class Member, using their Email Addresses;
- (b) Class Counsel will post the Settlement Agreement and the French and English versions of the Pre-Approval Notice on the Settlement Webpage and on the Class Action Registry of the Superior Court of Québec.

11. The Pre-Approval Notice will provide the URL (by hyperlink where possible) for the Settlement Webpage where Class Members can obtain more information about the Class Action, the Settlement, the contact information for Class Counsel, as well as obtain the Settlement Agreement, Pre-Approval Notice, and other relevant information or documents.

12. Within thirty (30) days from the date the Pre-Approval Order is made, the Settlement Administrator will provide written confirmation to the Parties that the Pre-Approval Notices were disseminated in accordance with subparagraph **10(a)** of this Agreement.

D. CONFIDENTIALITY

13. Until the Pre-Approval Application is filed by Class Counsel, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior written consent of the Parties, except as required for the purposes

of financial reporting, communications with insurers and auditors, the preparation of financial records (including tax returns and financial statements), negotiations in any parallel or related legal proceedings, and/or as necessary to give effect to the terms of the Settlement or as otherwise required by law.

VI. APPROVAL PROCESS

14. The Plaintiff will present the Approval Application as soon as the Court permits, requesting that the Court:

- (a) declare that this Agreement is fair, reasonable and in the best interest of the Class Members; and
- (b) approve this Agreement and order the Parties, the Settlement Administrator and the Class Members to comply with it.

15. At the Settlement approval hearing, Class Counsel and Defence Counsel will make joint representations to the Court with a view to obtaining the Approval Order as described in paragraph **14** of this Agreement.

16. The Approval Application will be served by Class Counsel on the Fonds at least five (5) days before the Settlement approval hearing.

17. Class Members who wish to comment upon the Settlement or raise an objection during the Settlement approval hearing may do so by communicating to Class Counsel in writing, using the address indicated at paragraph **81** of this Agreement, by the objection deadline which the parties shall ask the Court to set as at least five (5) days before the Settlement approval hearing, a document containing the following information:

- (a) the style of cause and docket number of the Class Action: *Lavoie v. Wal-Mart Canada Corp.*, S.C.M. no. 500-06-001142-211;

- (b) their full name, current address, and telephone number;
- (c) their Email Address(es);
- (d) the reason(s) for their objection or their comments;
- (e) the full name and current address, telephone number and email address of their attorney (if any);
- (f) confirmation as to whether they intend to be present at the Settlement approval hearing.

18. Class Counsel will promptly provide to the Court and Defence Counsel a copy of any such document received.

VII. COMPENSATION TO CLASS MEMBERS

A. DETERMINATION OF THE COMPENSATION AMOUNT

19. Within seven (7) days after the Effective Date of the Settlement, the Parties will compute the Compensation Amount, and the value of each Walmart Gift Card in accordance with this Agreement.

20. If the amounts of Class Counsel Fees and Expenses, and the Fonds' Disbursements have not been finally determined by the Court before the Effective Date of the Settlement, the Parties shall deem Class Counsel Fees and Expenses and the Fonds' Disbursement equal to the maximum amounts such fees and disbursement could be pursuant to this Agreement for the purpose of determining the Compensation Amount, in application of paragraph **40** of this Agreement.

B. REMOVAL OF DUPLICATES

21. Multiple email addresses used by the same Class Members to place multiple Orders (“**Duplicates**”) will be removed from the tally of Email Addresses, such that each Class Member will be entitled to one (1) Walmart Gift Card only, no matter how many email addresses they used to place Orders.

22. Duplicates will be identified by Walmart Canada’s records of Orders placed for an Item affected by the Pricing Error (including billing addresses, shipping addresses, and customer names). A list of Duplicates will be provided by Walmart Canada to Class Counsel. For greater certainty, the first Email Address used to place an order by a Class Member will remain on the list of Email Addresses. Subsequent email addresses used by a Class Member will be replaced on the list of Email Addresses by their first Email Address used. The result of this operation will be that the Lost Value and number of Orders placed using subsequent email addresses will be included for the purpose of determining the value of each Gift Card in accordance with sections **24** and following of this Agreement, but subsequent email addresses used to place Orders will not be eligible to receive a Walmart Gift Card, with it being agreed that the first Email Address used by a Class Member to place an Order will receive the Walmart Gift Card for that Class Member.

23. Once Duplicates have been removed from the list of Email Addresses, Walmart Canada will prepare a list of Class Members (each with a single Email Address) who will be eligible to receive a Walmart Gift Card.

C. DISTRIBUTION TO CLASS MEMBERS

24. Class Members will receive a Walmart Gift Card, which is assigned to an individual Email Address. The maximum value of each Gift Card for each Class Member will be the amount of their Lost Value, such that no Class Member may receive, through this Settlement, a Walmart Gift Card bearing an amount greater than their Lost Value.

25. Class Members who placed two or more Orders shall receive a maximum Walmart Gift Card amount of 1.5 times the maximum Walmart Gift Card amount of a Class Member who placed only one order, in accordance with the formula contained in paragraph **26** below.

26. The amount of Walmart Gift Cards to which all Class Members are entitled is determined using the following formula:

$$\text{Compensation Amount} = \underbrace{\text{LESSER OF}(X \text{ or } Y)}_{\substack{\text{for each Class Member} \\ \text{who placed one Order}}} + \underbrace{\text{LESSER OF}(1.5X \text{ or } Y)}_{\substack{\text{for each Class Member} \\ \text{who placed more than one Order}}}$$

X: value of each Walmart Gift Card to Class Members who placed one Order

Y: Lost Value for each Class Member

27. Within sixty (60) days after the Effective Date of the Settlement, Walmart Canada will communicate to the Settlement Administrator a list of Walmart Gift Cards to be issued to each Class Member, the amount of which will be determined in accordance with the preceding paragraph of this Agreement (the “**List of Walmart Gift Cards**”).

28. Within five (5) days of the reception of the List of Walmart Gift Cards, the Settlement Administrator will send the Walmart Gift Cards to each Class Member at their Email Addresses and to any other email addresses provided to the Settlement Administrator for a Class Member pursuant to paragraph **30** of this Agreement. The form and content of the email shall be determined by the Parties.

29. The Walmart Gift Cards shall be subject to the following terms and conditions:

- (a) Walmart Gift Cards do not expire;

- (b) Walmart Gift Cards are valid only for purchases at Walmart Canada stores (excluding licensees), online on the www.walmart.ca website, and on the Walmart Canada Marketplace;
- (c) Walmart Gift Cards are transferable in that Class Members can forward or print the email containing the Walmart Gift Card, which can then be used by anyone the Class Members selects;
- (d) If used online, Walmart Gift Cards need to be manually added as a payment method by Class Members during the check-out process;
- (e) Walmart Gift Cards cannot be returned or redeemed for cash;
- (f) Walmart Gift Cards cannot be redeemed to purchase gift cards;
- (g) Walmart Gift Card balances cannot be applied towards credit card balances;
- (h) Returns of merchandise purchased with a card will be credited to a gift card only; and
- (i) Walmart is not responsible for lost or stolen Walmart Gift Cards or Walmart Gift Card balances. Walmart will not re-issue a Walmart Gift Card in the event that a Walmart Gift Card is lost or stolen, and will not re-credit a Walmart Gift Card balance in the event that all or part of the Walmart Gift Card balance is stolen;

D. OTHER CLASS MEMBERS

30. Anyone who thinks that they are entitled to a Gift Card pursuant to this Agreement but did not receive notification from the Settlement Administrator (for example, because they have since changed their email address) may send an email to Class

Counsel within ninety (90) days of the Effective Date of the Settlement. In that email, they must provide their new email address and their Email Address which they believe entitles them to a Gift Card. In that case, Class Counsel will contact Defence Counsel, who must reply within ten (10) days, to verify whether said Class Member is entitled to the compensation according to Walmart Canada's business records. The Parties will then inform the Settlement Administrator accordingly.

E. PLAINTIFF'S PERSONAL CLAIM

31. If the Plaintiff's Personal Claim is approved by the Court, Walmart Canada will issue a cheque in the amount approved directly to the Plaintiff within thirty (30) days after the Effective Date of the Settlement.

F. NO REMAINING BALANCE

32. Subject to paragraph **33** of this Agreement, after this Agreement has been implemented and executed, there will be no balance remaining to any Class Member, the Fonds or Class Counsel pursuant to this Settlement.

33. The Parties agree, and the following constitutes for Walmart Canada a principal consideration of its consent to enter into this Agreement, that issuance of the Walmart Gift Cards to Class Members is not subject to the Fonds Levy and that any unused, unredeemed or unclaimed Walmart Gift Cards will not constitute, nor give rise to, under any circumstances, a remaining balance for any purpose, including any reparation or compensation to any Class Member or the Fonds.

VIII. SETTLEMENT ADMINISTRATION AND PROCESSING

A. SETTLEMENT ADMINISTRATOR'S OBLIGATIONS

34. Promptly after the Pre-Approval Order, the Settlement Administrator will carry out the settlement administration and processing obligations assigned to it under this Agreement.

35. The Settlement Administrator shall communicate to the Parties its final report regarding administration of the Settlement Agreement, no more than one hundred and twenty (120) days after the Effective Date of the Settlement (the “**Administration Report**”).

B. SETTLEMENT WEBPAGE

36. Class Counsel shall ensure that the current Settlement Webpage (www.lpclex.com/walmart) is maintained in both English and French containing relevant information and relevant documents concerning the Class Action and the Settlement Agreement, including but not limited to the Pre-Approval Notices in both English and French, and a copy of this Agreement. The Settlement Webpage shall be maintained for a period of at least thirty (30) days following the date of the closing judgment, as provided in paragraph **38** of this Agreement.

37. During the period in which the Settlement Webpage must remain “live” pursuant to this Agreement, Class Counsel and Walmart Canada will agree upon its content. The Parties agree that the Settlement Webpage shall be in the same format and similar to the other settlement pages on Class Counsel’s website.

C. CLOSING JUDGMENT

38. Within thirty (30) days of the reception of the Administration Report, the Parties will submit a joint application for a closing judgment to the Court, suggesting that a decision be made by the Court on docket.

D. SETTLEMENT NOT APPROVED

39. In the event that approval of the Settlement is refused by the Court or on appeal from the Court in a final decision, Walmart Canada will pay the Settlement Expenses incurred up to the date of the Settlement approval hearing only.

IX. CLASS COUNSEL FEES AND EXPENSES AND THE FONDS' DISBURSEMENTS

A. CLASS COUNSEL FEES AND EXPENSES AND THE FONDS' DISBURSEMENTS

40. Class Counsel shall seek approval of its fees and disbursements in the following amounts, which may be presented with the Approval Application at Class Counsel's discretion:

- (a) Class Counsel Fees and Expenses in the maximum agreed amount of one hundred and fifty-nine thousand Canadian dollars (CA\$159,000) in fees, and eight thousand five hundred Canadian dollars (CA \$8,500) in expenses, in both cases plus GST and QST thereon (calculated at the date of invoicing); and
- (b) Fonds' Disbursements in the all-inclusive amount of no more than three thousand five hundred Canadian dollars (CA\$3,500).

41. Walmart Canada will not make any representations regarding the Class Counsel Fees and Expenses and the Fonds' Disbursements, other than that they have

agreed to pay them up to the amounts approved by the Court as part of the Settlement, which are fair and reasonable in the circumstances, or to answer any questions from the Court.

42. Each of the Parties and their counsel represent and warrant that they have made no agreement with, or promise for, Plaintiff or any other Class Member to receive any payments or value in respect of this case or this Settlement, other than what is set out in this Agreement.

43. The Parties agree that the approval of Class Counsel Fees and Expenses, and the Fonds' Disbursements is to be considered by the Court separately from its consideration of the fairness, reasonableness and adequacy of the Settlement, and that the Settlement is not conditional upon the approval of Class Counsel Fees and Expenses and the Fonds' Disbursements.

44. In the event that any or all of the Class Counsel Fees and Expenses and the Fonds' Disbursements (i) are fully or partially rejected or otherwise reduced by the Court; (ii) have not been approved by the Court by the day the Approval Order is issued or (iii) a decision regarding Class Counsel Fees and Expenses and the Fonds' Disbursement is appealed, Class Counsel agrees to not delay, defer or postpone the implementation of the Settlement, that the Effective Date shall occur notwithstanding any such delay, full or partial dismissal by the Court or appeal and is not a cause of termination of this Agreement or the Settlement.

45. In the event that a situation contemplated at paragraph **44** of this Agreement occurs, and notwithstanding the result of any appeal, the difference between (i) the maximum Class Counsel Fees and Expenses and the Fonds' Disbursements and (ii) the amounts approved by the Court will not be included in the Settlement Amount or the Compensation Amount. For greater certainty, following the distribution of the Walmart Gift

Cards set out in paragraphs **24** and following of this Agreement, Class Members will not receive any additional benefits if Class Counsel Fees and Expenses or Fonds' Disbursements are reduced at a later time.

B. PAYMENT OF CLASS COUNSEL FEES AND EXPENSES AND THE FONDS' DISBURSEMENTS

46. No later than thirty (30) days after the Effective Date or after final Court approval of Class Counsel Fees and Expenses and the Fonds' Disbursements, whichever is later, Class Counsel will issue an invoice in the amounts of Class Counsel Fees and Expenses and the Fonds' Disbursements approved by the Court (the "**Class Counsel Invoice**").

47. Walmart Canada will pay to Class Counsel the amount of the Class Counsel Invoice within 30 (thirty) days of reception of said invoice. This payment shall be made from and form part of the Settlement Amount.

48. In consideration of payment of Class Counsel Fees and Expenses and the Fonds' Disbursements, Class Counsel will not, directly or indirectly, claim from Walmart Canada any other fees, costs or disbursements of any kind or based on any source, nor will Class Counsel participate or be involved, directly or indirectly, in any class action arising in whole or in part from any of the facts or causes of action alleged in this case, including in this Settlement.

X. NO OTHER FEES

49. Walmart Canada has no obligation whatsoever to pay any other amounts as part of the Settlement beyond the Settlement Amount, adjusted, if necessary, as provided in paragraph **40** and following of this Agreement.

XI. TERMINATION OF THIS AGREEMENT

A. RIGHT OF TERMINATION

50. In the event that the Approval Application is not granted in full or if it is reversed or modified on appeal, either Party may terminate the Agreement by delivering a written notice to the other Party pursuant to paragraph **81** of this Agreement, within thirty (30) days following the date upon which the Court's decision in that regard becomes final.

51. In the event that the Court recognizes the right of the Fonds to a Fonds Levy on the value of the Compensation Amount and the Walmart Gift Cards, Walmart Canada shall have, in its sole discretion, the right to terminate this Agreement by delivering a written notice pursuant to paragraph **81** to the other Party, within thirty (30) days following the date upon which the Court's decision in that regard becomes final, i.e., after all appellate rights have expired.

B. EFFECT OF TERMINATION

52. If this Agreement is terminated for any reason:

- (a) it, and all orders made pursuant to it, shall have no further force or effect, and shall not be binding on the Settling Parties, with the exception of paragraphs **2**, **3**, **55** and **56** of this Agreement;
- (b) Walmart Canada will be responsible to pay the Settlement Expenses incurred up to the date of the termination pursuant to this Agreement; and
- (c) the Parties, Class Counsel and Defence Counsel shall:
 - (i) take all measures and make all representations necessary to ensure that each Party is returned to the same procedural position in the

Class Action as if the Agreement had not been negotiated, made or filed with the Court, including but not limited to bringing such applications as may be required to annul or vacate any orders already made; and

- (ii) within ten (10) business days of such termination, make reasonable efforts to destroy all documents or other materials provided by a Party or its counsel under this Agreement or containing or reflecting information derived from such documents or other materials received from a Party or its counsel and, to the extent that any documents or information provided by a Party or its counsel have been disclosed to any third party for the purposes of the Settlement, shall make reasonable efforts to recover and destroy such documents or information. Class Counsel or Defence Counsel shall provide a written confirmation of such destruction upon request.

XII. RELEASE AND DISMISSAL

A. RELEASE

53. Effective on the Effective Date of the Settlement, the Releasors hereby fully and finally release, acquit, remise and forever discharge the Releasees from any and all claims, demands, rights, actions, suits, debts, liabilities, dues, accounts, covenants, contracts, proceedings and causes of action of any kind whatsoever, whether direct or indirect, known or unknown, asserted or un-asserted, matured or un-matured, under or pursuant to any statute, regulation, common law or equity, that the Class Members ever had, now have or will have in the future against Walmart Canada in relation to any Claims regarding the Pricing Error, the fact that the Orders were cancelled by Walmart Canada

or otherwise were affected by the Pricing Error or in relation to any issue, matter or dispute that was raised or could have been raised in the Class Action.

B. NO FURTHER CLAIMS

54. None of the Releasors shall make or maintain any claim, action or proceeding (including by way of counterclaim, third party claim or claim in warranty), in any jurisdiction, against any person, corporation, other entity, government or government agency in which any claim with respect to or in relation to the Claims, the Pricing Error, the fact that the Orders were cancelled by Walmart Canada or otherwise were affected by the Pricing Error and any matter or dispute that was raised or could have been raised in the Class Action, could arise against any of the Releasees (including, without limitation and where applicable, the past, present and future parents, subsidiaries, affiliates, related companies, divisions, associates, partners, insurers, shareholders, predecessors, successors, assigns, officers, directors, agents, managers, servants, employees, attorneys, advisors, consultants, representatives, mandataries, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers and estate trustees of any Releasees, and each of their respective predecessors, successors, heirs and assigns) for contribution or indemnity or any other relief over.

XIII. FINAL PROVISIONS

A. CONFIDENTIALITY OF THE SETTLEMENT

55. The Parties and Class Counsel agree that they will not issue any press release, whether joint or individual, concerning this Agreement or anything related thereto. The Parties further agree that they will not otherwise seek to obtain media coverage in relation to the Settlement Agreement, other than the notices to members as provided herein and that Class Counsel and Defence Counsel will have the right to comment on the Settlement, without disparaging the other Party, if solicited by the press.

Notwithstanding the above, Class Counsel will have the option to post links to the Settlement Webpage announcing the Settlement and/or the Court's approval of the Settlement on its firm's social media accounts.

56. Class Counsel agrees not to disclose any confidential information obtained in the course of the settlement negotiations to anyone for any purpose, other than documents filed publicly, and agrees to ensure that no such disclosure shall be made by anyone employed by Class Counsel.

57. Nothing in this Agreement shall limit the ability of Class Counsel to provide notice of this Settlement or otherwise communicate with Class Members concerning their entitlements under the Agreement, either by email or by telephone, and such communications shall not lose their privilege unless otherwise ordered by any Court.

58. All agreements made and orders entered during the course of the litigation relating to the confidentiality of information shall survive this Agreement.

B. ENTIRE AGREEMENT

59. This Agreement and its Schedules will constitute the entire agreement of the Settling Parties and will not be subject to any change, modification, amendment, or addition without the express written consent of counsel on behalf of all Parties to the Agreement. This Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral.

C. BINDING EFFECT

60. Each counsel or other person executing this Settlement Agreement or any of its Schedules on behalf of any Party hereby warrants that such person has the full authority to do so.

61. Class Counsel is expressly authorized by the Plaintiff, on behalf of the Class Members, to take all appropriate action required or permitted to be taken by the Class pursuant to the Agreement to effect its terms, and is expressly authorized to enter into any modifications or amendments to the Agreement with Defence Counsel on behalf of the Class Members which Class Counsel deems appropriate.

62. Effective on the Effective Date of the Settlement, this Agreement will be binding upon and inure to the benefit of the Settling Parties and, to the extent applicable, their respective past, present and future parents, subsidiaries, affiliates, related companies, divisions, associates, partners, insurers, shareholders, predecessors, successors, assigns, officers, directors, agents, managers, servants, employees, attorneys, advisors, consultants, representatives, mandataries, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers and estate trustees, and each of their respective predecessors, successors, heirs and assigns.

D. DISPUTES AND APPLICABLE LAW

63. Any disputes or controversies arising with respect to the interpretation, enforcement, or implementation of this Agreement must be made by application to the Court on reasonable notice.

64. This Agreement and the Schedules hereto shall be construed and enforced in accordance with, and governed by, the laws of Québec.

65. The computation of time with respect to all time periods and deadlines provided for under this Agreement shall be done in accordance with article 83 of the *Code of Civil Procedure*, CQLR, c. C-25.01.

66. The Agreement constitutes a transaction pursuant to articles 2631 and following of the *Civil Code of Québec*, CQLR, c. CCQ-1991.

E. MISCELLANEOUS

67. The Parties acknowledge that it is their intent to consummate the Agreement, and they agree to co-operate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement, including but not limited to providing the Settlement Administrator with all necessary information or information that will substantially facilitate the discharge of its responsibilities.

68. The Parties agree that the consideration provided to the Class Members and the other terms of the Agreement were negotiated at arm's length and in good faith and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

69. The Preamble, as well as all of the Schedules and definitions to this Agreement are material and integral parts hereof and are fully incorporated herein by reference.

70. The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, extend or describe the scope of the Agreement or the intent of any provision thereof.

71. Except as otherwise provided herein, the Parties shall bear their own respective costs.

72. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Agreement and the Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Agreement.

73. Nothing contained in this Agreement shall be construed as giving any consumer or user of www.walmart.ca, other than the Class Members, any legal or equitable right, remedy or claim under or with respect to the Agreement.

74. In the event that any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision if the Parties mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

75. Unless otherwise ordered by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement.

76. The Parties each acknowledge that they have had an adequate opportunity to read and consider this Agreement, and to obtain legal advice in regard to this Agreement.

77. This Agreement may be executed in counterparts by the Parties hereto, and may be executed by electronic signature. Each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. The Parties agree that this may include counterparts exchanged via facsimile or email.

78. The Parties have negotiated and fully reviewed the terms of this Agreement, and the rule that uncertainty or ambiguity is to be construed against the drafter will not apply to the construction of this Agreement by a court of law or any other adjudicating body. The language in all parts of the Agreement and its Schedules shall be interpreted according to its fair meaning.

79. The Parties agree that the Plaintiff, Walmart Canada, Class Counsel, and Defence Counsel are in no way liable for any taxes any Class Members may be required to pay as a result of receiving any benefits under this Settlement Agreement. No opinion concerning the tax consequences of this Settlement Agreement to any Class Member is given or will be given by the Parties or their respective counsel, nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of this Settlement Agreement as to any Class Member. Each Class Member is responsible for their tax reporting and other obligations respecting this Settlement Agreement, if any.

80. The Parties acknowledge that they have requested that the Agreement be drawn in English. *Les parties reconnaissent avoir exigé que la présente transaction soit rédigée en anglais.* A French translation will be posted with this English version.

F. NOTICE

81. Whenever, under the terms of this Agreement, a person is required to provide notice or otherwise communicate with the Settlement Administrator, Class Counsel, or Defence Counsel, such notice or communication will be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing:

As to Class Counsel:

Mtre Joey Zukran / Mtre Léa Bruyère
LPC Avocats
276 Saint-Jacques Street, Suite 801
Montréal (Québec) H2Y 1N3
Telephone: 514-379-1572
Fax: 514-221-4441
Email: jzukran@lpclex.com / lbruyere@lpclex.com

As to the Settlement Administrator:

Concilia Services Inc.
5900 Andover, Suite 1
Montréal (Québec) H4T-1H5
Telephone: 1-888-770-6892
Email : walmart@conciliainc.com

As to Defence Counsel:

Mtre Christopher Richter / Mtre Matthew Angelus / Mtre
Karl Boulanger
Torys Law Firm LLP
1, Place Ville-Marie, Suite 2880
Montréal (Québec) H3B 4R4
Telephone: 514-868-5600
Email: crichter@torys.com / mangelus@torys.com /
kboulanger@torys.com

(the signature page follows)

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as follows:

In _____ On: _____

LPC Avocats, Class Counsel
Per: Joey Zukran

**DOMINIQUE
LAVOIE**
Digitally signed by DOMINIQUE
LAVOIE
DN: cn=DOMINIQUE LAVOIE,
c=CA,
email=dec_911@hotmail.com
Date: 2024.09.05 17:10:17 -0400

Dominique Lavoie, Plaintiff

In _____ On: _____

WAL-MART CANADA CORP.
Per:

Authorized Signatory

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as follows:

In _____ On: _____

LPC Avocats, Class Counsel
Per: Joey Zukran

Dominique Lavoie, Plaintiff

In St. George, Ontario On September 10, 2024 | 14:25 CDT **WAL-MART CANADA CORP.**
Per: Caroline Mostyn
Assistant General Counsel
Caroline Mostyn
Authorized Signatory

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as follows:

In Montreal On: September 5, 2024



LPC Avocats, Class Counsel
Per: Joey Zukran

Dominique Lavoie, Plaintiff

In _____ On: _____

WAL-MART CANADA CORP.
Per:

Authorized Signatory

SCHEDULE A – SETTLEMENT AGREEMENT

NOTICE OF SETTLEMENT APPROVAL HEARING

Class Action Regarding a Pricing Error Occurring on April 4 and 5, 2021

Following the authorization of a class action by the Superior Court of Québec (the “**Court**”) in file number 500-06-001142-211 by judgment on March 30, 2022 (and rectified on May 30, 2022) (the “**Class Action**”), a settlement (the “**Settlement**”) has been reached, subject to Court approval, between the representative plaintiff (the “**Plaintiff**”) and Wal-Mart Canada Corp. (“**Walmart Canada**”). The Class Action alleges that the cancellation by Walmart Canada of orders placed on April 4 and 5, 2021, on www.walmart.ca for items which were listed, in error at \$3.49, contravened the Québec *Consumer Protection Act*.

The Court has made no determination regarding the merits of those allegations, which Walmart Canada denies.

If you have not opted out of this Class Action on or before September 2, 2022, in accordance with the Court’s judgment of June 16, 2022, this Settlement may affect your rights, whether you act or not. Please read this notice carefully.

BASIC INFORMATION

Why have I received this email?
--

You are receiving this email because, according to Walmart Canada's records, on April 4 or 5, 2021, you placed an order for an item priced in error at \$3.49 on www.walmart.ca while you were domiciled or residing in the province of Québec and, after receiving a purchase confirmation at the price initially advertised, subsequently had your purchase cancelled.

The purpose of this notice is to inform you that the Plaintiff and Walmart Canada have reached a Settlement putting an end to the Class Action. Both parties believe that the Settlement is the best solution to dispose fairly and equitably of the dispute, and that the Settlement is in the best interests of those involved. They will ask the Court to approve it.

The Court will hold a hearing to determine whether it will approve the Settlement. You may attend the hearing which will take place on **Tuesday, November 26, 2024 at 9:15 a.m.** in **room 17.09** of the Montréal Court House, located at **1 Notre-Dame Street East** in Montréal (the “**Hearing**”).

What was the purpose of the Class Action?
--

The Plaintiff alleged that Walmart Canada carried out two prohibited business practices by charging, for goods or services, a higher price than that advertised and by advertising goods or services of which Walmart Canada had an insufficient quantity to meet public demand in violation of the Québec *Consumer Protection Act*. These allegations have not been proven in Court and are contested by Walmart Canada, whose position is that it has complied at all times with all applicable legislation.

Who are the Class members?

You are eligible to receive benefits under the Settlement Agreement (available at www.lpclex.com/walmart) if you are a Class member.

You are a Class member if you are a consumer who placed an order for an item priced in error at \$3.49 on www.walmart.ca while you were domiciled or residing in the province of Québec and, after receiving a purchase confirmation at the price initially advertised, subsequently had your purchase cancelled.

If you are a Class member, you are eligible to receive a compensation, as described below.

SETTLEMENT SUMMARY

What does the Settlement provide for?
--

Walmart Canada has agreed to pay a maximum all-inclusive amount of \$530,000 (the “**Settlement Amount**”) to settle the Class Action.

Each Class member will receive a single electronic Wal-Mart Canada gift card, in an amount to be determined (a “**Gift Card**”). Class members who placed multiple orders will obtain only one Gift Card of an amount 1.5x greater than those who placed one order. Preliminary evaluations indicate that Gift Cards could be worth up to approximately \$266 (or \$400 for those who place more than one order). No Class member will receive a Gift Card for an amount greater than the value of their order(s) less \$3.49.

Class members will receive only one Gift Card, no matter how many orders they placed, how many items they purchased or how many email addresses they used to place an order. The Gift Card has no expiration date and is not convertible to cash. Further terms and conditions are set out in the Settlement Agreement.

In exchange, each Class member will provide a full and complete release of their claims against Walmart Canada. The Settlement Agreement does not constitute an admission of liability by Walmart Canada, who has agreed to settle only for the purpose of avoiding a trial and the additional costs and expenses related thereto.

The Settlement also provides that Class counsel will seek Court approval of (i) its fees of \$159,000, plus taxes; (ii) its expenses and disbursements of \$8,500, plus taxes; (iii) \$3,500 advanced by the *Fonds d'aide aux actions collectives* and (iv) \$2,000 in reimbursement of disbursements and expenses incurred by the Plaintiff. Each of these amounts is deducted from the Settlement Amount prior to the determination of the value of the Gift Card for each Class Member.

OBJECTING TO THE SETTLEMENT OR COMMENTING ON IT

You can advise the Court that you do not agree with this Settlement.

How can I advise the Court that I do not agree with this Settlement?

To present your objection to the Court or comment on the Settlement, you must send a document to Class counsel at the address set out below by November 20, 2024. Your document must contain the following information:

1. The style of cause and docket number of the Class Action: *Lavoie v. Wal-Mart Canada Corp.*, S.C.M. 500-06-001142-211;

2. Your full name and current address and telephone number;
3. The e-mail address associated with your order(s) on www.walmart.ca on April 4 or 5, 2021;
4. The grounds for your objection to the Settlement or the comments you wish to make about it;
5. The full name and current address, telephone number and email address of your attorney (if any);
6. Confirmation as to whether you intend to be present at the upcoming hearing.

Do I need a lawyer in order to object to or comment on the Settlement?

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

If I object to the Settlement or comment on it and it is approved, will I still be eligible for a Gift Card?

Yes. If, despite your objection or comments, the Settlement is still approved, you can still receive compensation pursuant to the Settlement if you are eligible.

FOR MORE INFORMATION

How can I obtain more information?

This notice is only a summary of the Settlement Agreement. For more information and access to the text of the Settlement Agreement and its schedules, please go to the following website: www.lpclex.com/walmart. You may also contact Class counsel:

Mtre. Joey Zukran
LPC AVOCATS
276 Saint-Jacques Street, Suite 801
Montréal, Québec, H2Y 1N3
Tel: 514.379.1572
jzukran@lpclex.com

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

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

SCHEDULE B – SETTLEMENT AGREEMENT

[Bilingual Short Form Notice by email]

Subject line: Audience d'approbation du règlement d'une action collective (erreur de prix chez Walmart Canada) - Class Action Settlement Approval Hearing (Walmart Canada Pricing Error)

NE PAS RÉPONDRE - Ceci est un message automatisé.

Nous vous contactons pour vous informer que suite à l'autorisation d'une action collective par la Cour supérieure du Québec (la « **Cour** ») dans le dossier numéro 500-06-001142-211 par jugement le 30 mars 2022 (tel que rectifié le 30 mai 2022) (l'« **Action collective** »), une Entente de règlement (l'« **Entente** ») est intervenue, sous réserve de l'approbation de la Cour, entre le demandeur (le « **Demandeur** ») et la Compagnie Walmart du Canada (« **Walmart Canada** »). L'Action collective allègue que l'annulation par Walmart Canada de commandes passées les 4 et 5 avril 2021 sur le site www.walmart.ca pour des articles qui étaient affichés, par erreur au prix de 3,49 \$, a contrevenu à la *Loi sur la protection du consommateur* du Québec.

La Cour ne s'est pas prononcée sur le bienfondé de ces allégations que Walmart Canada nie.

Vous pourriez être admissible à des avantages en vertu de cette Entente, car, selon les dossiers de Walmart Canada, le 4 ou le 5 avril 2021, vous avez passé une commande pour un article dont le prix était affiché par erreur à 3,49 \$ sur le site www.walmart.ca alors que vous étiez domicilié ou résidiez dans la province de Québec, et, qu'après avoir reçu une confirmation d'achat au prix initialement affiché, avez ensuite vu votre achat annulé.

Veuillez lire attentivement l'*Avis d'audience d'approbation de l'Entente de règlement* détaillé disponible [ici](#). L'avis détaillé explique la procédure à suivre pour s'opposer ou commenter l'Entente avant la date limite du 20 novembre 2024.

L'Entente proposée prévoit que chaque membre du Groupe admissible recevra une seule Carte-cadeau de Walmart Canada (sous réserve de certaines conditions) d'un montant à déterminer. Les membres du Groupe qui ont passé plusieurs Commandes obtiendront une Carte-cadeau Walmart Canada d'un montant 1,5 fois plus élevé que ceux qui ont passé une seule Commande. Les évaluations préliminaires indiquent que les Cartes-cadeaux de Walmart Canada pourraient être évaluées à environ **266 \$** (ou **400 \$** pour ceux qui ont passé plus d'une commande). Aucun membre du Groupe ne recevra une Carte-cadeau d'un montant supérieur à la valeur de sa (ses) commande(s) moins 3,49 \$.

La Cour tiendra une audience pour déterminer si elle approuve l'Entente. Vous pouvez assister à l'audience qui aura lieu le mardi 26 novembre 2024 à 9 h 15 en salle 17.09 du Palais de justice de Montréal, situé au 1, rue Notre-Dame Est à Montréal.

Les détails relatifs à l'approbation de l'Entente se trouvent dans l'avis détaillé accessible à l'adresse www.lpclex.com/fr/walmart. Vous pouvez également contacter les Avocats qui représentent les membres du Groupe :

Me Joey Zukran
LPC Avocats
276, rue Saint-Jacques, bureau 801
Montréal, Québec, H2Y 1N3
Tél. : 514.379.1572
jzukran@lpclex.com

Nous vous remercions.

DO NOT REPLY – This is an automated message.

We are contacting you to inform you that following the authorization of a class action by the Superior Court of Québec (the “**Court**”) in file number 500-06-001142-211 by judgment on March 30, 2022 (and rectified on May 30, 2022) (the “**Class Action**”), a settlement (the “**Settlement**”) has been reached, subject to Court approval, between the representative plaintiff (the “**Plaintiff**”) and Wal-Mart Canada Corp. (“**Walmart Canada**”). The Class Action alleges that the cancellation by Walmart Canada of orders placed on April 4 and 5, 2021 on www.walmart.ca for items which were listed, in error at \$3.49, contravened the Québec *Consumer Protection Act*.

The Court has made no determination regarding the merits of those allegations, which Walmart Canada denies.

You could be eligible to benefits under this Settlement as, according to Walmart Canada’s records, on April 4 or 5, 2021, you placed an order for an item priced in error at \$3.49 on www.walmart.ca while you were domiciled or residing in the province of Québec and, after receiving a purchase confirmation at the price initially advertised, subsequently had your purchase cancelled.

Please carefully read the long-form *Notice of a Settlement Approval Hearing* available [here](#). The long-form Notice explains the procedure on how you can object or comment on the Settlement by November 20, 2024 deadline.

The proposed Settlement provides for each eligible Class member to receive a single Walmart Canada Gift Card (subject to some conditions) in an amount to be determined. Class members who placed multiple Orders will obtain a Walmart Canada Gift Card of an amount 1.5x greater than those who placed one Order. Preliminary evaluations indicate that Walmart Canada Gift Cards could be valued at up to approximately **\$266** (or **\$400** for those who placed more than one order). No Class member will receive a Gift Card for an amount greater than the value of their order(s) less \$3.49.

The Court will hold a hearing to determine whether it will approve the Settlement. You may attend the hearing which will take place on Tuesday, November 26, 2024 at 9:15 a.m. in room 17.09 of the Montréal Court House, located at 1 Notre-Dame Street East in Montréal.

The details relative to the approval of the settlement can be found in the long-form notice accessible at www.lpclex.com/walmart. You may also contact the lawyers representing the Class Members:

Mtre. Joey Zukran
LPC Avocats
276 Saint-Jacques Street, Suite 801
Montréal, Québec H2Y 1N3
Tel: 514.379.1572
jzukran@lpclex.com

Thank you.