

## SCHEDULE "A"

### NOTICE OF AUTHORIZATION OF A CLASS ACTION IN QUÉBEC AGAINST AMAZON.COM.CA, INC. ET AL., HEARING TO APPROVE THE SETTLEMENT AND CLAIMS PROCESS

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#### **Class Action Authorization and Settlement Notice Regarding the Purchase of an Extended Warranty on Amazon.ca or Amazon.com by Québec Residents between February 7, 2019 and July 3, 2023**

Quebec Superior Court file no. 500-06-001195-227

A settlement (the "**Settlement**") has been reached, subject to approval of the Superior Court of Quebec sitting in the Judicial District of Montréal (the "**Court**"), between Ms. Bitton (the "**Plaintiff**") and Amazon.com.ca, Inc., Amazon Canada Fulfillment Services Inc., Amazon.com, Inc. and Amazon.com, LLC (collectively, "**Amazon**") in the context of a class action lawsuit commenced by the Plaintiff against Amazon and other defendants (the "**Class Action**") alleging that the failure to provide a notice concerning the legal warranty to Quebec residents purchasing extended warranties is contrary to Quebec's Consumer Protection Act (the "**CPA**"). The Class Action was authorized by the Court on August 10, 2023.

**To claim your refund of up to 100% of the price paid for your extended warranties purchased through the Amazon.ca or the Amazon.com website or mobile application under the Settlement, exclusive of sales taxes you must [electronic notice: click on the link below]/[paper notice: make a claim on the following website using the following identification number: ●] by March 12, 2024.**

**[electronic notice: hyperlink box in Amazon black, orange and white colors stating: "Click here to claim your class action settlement refund"] / [paper notice: link to claims administrator claim site]**

**Claiming a refund will not affect coverage under extended warranties.** If you claim a refund and your extended warranty is still in effect (i.e., it has not yet expired), you will keep your remaining coverage under the extended warranty until it expires.

This Settlement may affect your rights whether you act or not. Please read this notice carefully.

#### **BASIC INFORMATION**

##### **Why am I receiving this notice?**

You are receiving this notice because you purchased an extended warranty through the Amazon.ca or the Amazon.com website or mobile application in the period between

February 7, 2019 and July 3, 2023, all while providing a billing address located in Quebec, or, if Amazon does not have a billing address in its records, a shipping address located in Quebec.

The purpose of this notice is to inform you of the authorization of the Class Action on August 10, 2023, that the Plaintiff and Amazon have reached a Settlement putting an end to the Class Action and that you could be eligible to receive benefits under the Settlement. You may consult the authorization judgment, including the list of principal issues that were to be dealt with collectively and the conclusions sought in relation to those issues, [electronic notice: by clicking [here](#)] / [paper notice: by visiting the following site: <https://canlii.ca/t/jzl62>].

All concerned parties believe that the Settlement is a fair and equitable means of resolving the dispute; Plaintiff and Amazon 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 **February 20, 2024 at 9:30 a.m.** in room 2.08 of the Montreal Courthouse, located at 1 Notre-Dame Street East in Montreal (or in any other room that may be designated by the judge sitting in room 2.08 on that day).

### **What was the purpose of the Class Action?**

Plaintiff alleges that Amazon's failure to provide a notice concerning the legal warranty to Quebec residents purchasing extended warranties during the class period is contrary to the CPA and that the members of the Amazon Class ('Amazon Class' as defined below, the "**Amazon Class Members**") suffered damage as a result thereof.

These allegations have not been proven in Court and are denied by Amazon.

### **Who are the Amazon Class Members?**

You are an Amazon Class Member if you meet all of the following conditions:

1. Between February 7, 2019 and July 3, 2023, you bought an extended warranty on the Amazon.ca or the Amazon.com website or mobile application; and,
2. You provided a billing address when you bought this extended warranty that is located in Quebec, or, if Amazon does not have a billing address in its records, a shipping address that is located in Quebec.

## **SETTLEMENT SUMMARY AND CLAIMING A REFUND**

### **What does the Settlement provide for?**

Pursuant to the terms of the Settlement, without any admission of liability of wrongdoing, and expressly denying the same, Amazon has agreed to offer a refund to each Amazon

Class Member, which could, depending on the amount of Amazon Class Members who claim such a refund, be in an amount up to the price paid (i.e. 100%) for the extended warranty, exclusive of sales taxes (the “**Refunds**”).

Amazon is paying an amount of \$ 2,750,000.00 CDN into a settlement fund that will be used to pay the Refunds, the fees and expenses of Class Counsel, LPC Avocats in the total amount of up to \$ 825,000.00 plus GST and QST, subject to approval of the Court, and the fees and expenses of the claims administrator Concilia Inc. (the “**Claims Administrator**”). If this fund is insufficient to pay all claimed Refunds at the amount of the price paid, each Amazon Class Member who claimed a Refund will receive a pro-rata share of the fund, after deduction of Class Counsel fees and expenses and Claims Administrator fees and expenses, calculated using the price paid for the extended warranty, exclusive of sales taxes.

Claiming a Refund will not affect coverage under extended warranties. If you participate in the claims process while your extended warranty is still in effect (i.e., it has not yet expired), you will keep your remaining coverage under the extended warranty until it expires and be entitled to submit a claim as needed under your extended warranty pursuant to its terms and conditions.

If you are eligible and want to claim a Refund, you can do so by [electronic notice: simply clicking on the below hyperlink to submit your claim] / [paper notice: simply making your claim on the website reference below using the following identification number: ●] by **March 12, 2024**. The Claims Administrator will process the claimed Refunds after approval by the Court of the Settlement, if applicable. If you are eligible and have validly claimed a Refund, you will receive payment in the form of an Interac e-transfer in the upcoming months.

In exchange, Amazon Class Members (i) acknowledge that the foregoing is in full and complete settlement of the claims of the Amazon Class Members; and (ii) agree to release any claims they have against Amazon arising from the alleged failure to provide a notice concerning the legal warranty on the Amazon.ca or Amazon.com website or mobile application, including claims advanced in the Class Action.

### **How do I claim a Refund?**

[To claim a Refund, you must click on the following link before **March 12, 2024**:

**[electronic notice: hyperlink box in Amazon black, orange and white colors stating: “Click here to claim your class action settlement refund”]**

[To claim a Refund, you must, before **March 12, 2024**, visit [confirm](#) website address] and input the following identification number: ●.]

### **How long do I have to claim a Refund?**

**Act now!** The claims deadline is **March 12, 2024**. No claims will be accepted and no Refund will be issued for claims received after the claims deadline.

### **What should I do if I have a question on how to claim a Refund?**

If you have a question on how to claim a Refund, you can contact the Claims Administrator: [email address and phone number to be included].

### **OPTING OUT (Deadline: February 20, 2024)**

If you wish to opt-out of the Class Action and do not wish to be bound by this Settlement for any reason whatsoever, you must take steps to exclude yourself from the Class Action, which will result in your exclusion from the Class Action and its Settlement.

If you exclude yourself: (i) you will not receive any benefits under the Settlement; (ii) you will not be bound by the Class Action and could exercise valid rights of action; and, (iii) you will not be able to object to this Settlement.

If you do not exclude yourself: (i) you may be eligible to receive benefits under this Settlement; (ii) you will be bound by the Class Action; (iii) you will give up the right to take your own legal action against Amazon; and, (iv) you may object to the Settlement.

If you do not exclude yourself and the Settlement is approved, you give up the right to take legal action against Amazon in respect of the alleged failure to provide a notice concerning the legal warranty on the Amazon.ca or Amazon.com website or mobile application, including claims advanced in the Class Action, for the period of February 7, 2019 to July 3, 2023.

### **How can I exclude myself?**

To exclude yourself, you must send to the clerk of the Court, a duly signed request for exclusion containing the following information:

1. The Court docket number of the Class Action: *Bitton v. Amazon.com.ca, Inc. et al.*, C.S.M. 500-06-001195-227;
2. Your name and contact information;
3. Your email address associated with your Amazon account; and
4. A declaration stating that you wish to exclude yourself from this Class Action.

Unless filed in person at this address, the request for exclusion must be sent to the following address and received by the Court before **February 20, 2024**:

Grefe de la Cour supérieure du Québec  
**PALAIS DE JUSTICE DE MONTRÉAL**  
1 Notre-Dame Street East, Room 1.120  
Montreal, Quebec, H2Y 1B5

**Reference: Bitton v. Amazon.com.ca, Inc. et al. (500-06-001195-227)**

The Request for Exclusion may also be transmitted to Class Counsel by electronic mail at ([jzukran@lpclex.com](mailto:jzukran@lpclex.com)).

### **OBJECTION TO THE SETTLEMENT (Deadline: February 20, 2024)**

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

#### **How can I tell the Court that I do not agree with this Settlement?**

To object to the Settlement, you must deliver a written objection to Class Counsel by electronic mail at ([jzukran@lpclex.com](mailto:jzukran@lpclex.com)) and to Counsel for Amazon at ([afallon@osler.com](mailto:afallon@osler.com)) before or on **February 20, 2024**. Your written objection must contain the following information:

- A heading referring to this proceeding (*Bitton v. Amazon.com.ca, Inc. et al.*, C.S.M. 500-06-001195-227);
- Your name, current address, telephone number, and email address, and, if represented by counsel, the name and contact information of your counsel;
- A statement that you purchased an extended warranty on goods from the Amazon.ca or Amazon.com website or mobile application between February 7, 2019 and July 2, 2023,
- A statement confirming whether you intend to appear at the settlement approval hearing, either in person or through counsel;
- A statement of the objection and the grounds supporting the objection;
- Copies of any papers, briefs, or other documents upon which the objection is based; and
- Your signature.

To present your objection to the Court, you must appear at the hearing that will be held on **February 20, 2024 at 9:30 a.m. in room 2.08** of the Montreal Courthouse, located at 1 Notre-Dame Street East in Montreal (or in any other room that may be designated by the judge sitting in room 2.08 on that day).

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

You can object to the Settlement without a lawyer. If you wish to be represented by a lawyer, you may hire one at your own expense.

If, despite your objection, the Settlement is still approved, you can still receive the Refund if you are eligible and if you have submitted a claim for Refund before **March 12, 2024**.

**FOR MORE INFORMATION**

For more information regarding the Class Action or the Settlement, you can visit Class Counsel's website: [www.lpclex.com/extendedwarranties](http://www.lpclex.com/extendedwarranties) or contact Class Counsel:

**M<sup>re</sup> Joey Zukran**  
LPC AVOCATS  
276 Saint-Jacques Street, Suite 801  
Montréal, Québec, H2Y 1N3  
Telephone: (514) 379-1572  
Fax: (514) 221-4441  
Email: [jzukran@lpclex.com](mailto:jzukran@lpclex.com)

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

**THE PUBLICATION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE  
SUPERIOR COURT OF QUEBEC**