

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

(Class Action Division)
SUPERIOR COURT

No.: 500-06-001261-235

L [REDACTED] C [REDACTED]

Plaintiff

vs.

ESTÉE LAUDER COSMETICS LTD.

-and-

THE ESTÉE LAUDER COMPANIES INC.

Defendants

APPLICATION TO AUTHORIZE A CLASS ACTION FOR SETTLEMENT PURPOSES ONLY, FOR APPROVAL OF NOTICES TO CLASS MEMBERS OF A SETTLEMENT APPROVAL HEARING AND TO APPOINT A CLAIMS ADMINISTRATOR

(Articles 575, 576, 579, 580, 581, and 590 of the C.C.P.)

TO THE HONOURABLE JUSTICE ENRICO FORLINI OF THE SUPERIOR COURT OF QUÉBEC, DESIGNATED TO PRESIDE OVER THE PRESENT MATTER, SITTING IN AND FOR THE DISTRICT OF MONTREAL, THE PLAINTIFF RESPECTFULLY STATES THE FOLLOWING:

NATURE OF THE APPLICATION

1. On or about September 3, 2025, the Parties reached a settlement in principle in the present matter, regarding:

all persons in Canada (i) whose personal or financial information held by the Defendants was compromised and/or stolen from the Defendants on or around July 12, 2023; or who received an email or letter from the Defendants, dated on or about September 5, 2023, informing them of the July Incident; and/or all persons in Canada (ii) whose personal or financial

information held by the Defendants was compromised and/or stolen from the Defendants on or around May 31, 2023; or who received an email or letter from the Defendants, dated on or about October 19, 2023, informing them of the May Incident.

(the “**Class**” or “**Class Member(s)**”).

2. The settling Parties continued their negotiations thereafter, ultimately arriving at a formal settlement agreement executed on April 20, 2026, the whole as appears more fully from a copy of the Canadian National Settlement Agreement, communicated herewith as **Exhibit R-1** (the “**Settlement Agreement**” or the “**Settlement**”).
3. This Application is for an order authorizing the bringing of a class action for settlement purposes only, approving the notices to Class Members of the pending settlement approval hearing and opt-out procedure, approving the Notice Program detailed in the Settlement Agreement, and appointing the Claims Administrator (Settlement Administrator).
4. The Parties jointly request the Court’s authorization of the class action for settlement purposes only.
5. Except to the extent they are modified by this Application, the definitions set out in the Settlement Agreement apply and are incorporated herein.

BACKGROUND

6. On or about September 7, 2023, this action was commenced via the filing of an *Application for Authorization to Institute a Class Action Pursuant to Articles 574 and following of the Code of Civil Procedure (“C.C.P.”)*, before the Superior Court of Québec, District of Montreal.
7. On or about May 10, 2024, the Plaintiff filed her *Amended Application for Authorization to Institute a Class Action*, to *inter alia* add a second Defendant.

8. This action arises out of the confidentiality incidents involving personal information that allegedly occurred on or about May 31, 2023 and on or about July 12, 2023 in the Defendants' servers (the "**Data Breaches**").
9. After over a year of extensive negotiations, the Parties reached an initial agreement in principle to settle the action.
10. After further negotiations between the Parties, the Parties have now reached the completed Settlement Agreement executed on April 20, 2026.

AUTHORIZATION FOR SETTLEMENT PURPOSES ONLY

11. The Defendants consent to the authorization of the bringing of a national class action on behalf of the Class solely for settlement purposes and without any admission of liability.
12. The Class as defined in the Settlement Agreement means the following:

<p>"all persons in Canada (i) whose personal or financial information held by the Defendants was compromised and/or stolen from the Defendants on or around July 12, 2023; or who received an email or letter from the Defendants, dated on or about September 5, 2023, informing them of the July Incident; and/or all persons in Canada (ii) whose personal or financial information held by the Defendants was compromised and/or stolen from the Defendants on or around May 31, 2023; or who received an email or</p>	<p>« toutes les personnes au Canada (i) dont les renseignements personnels ou financiers détenus par les Défenderesses ont été compromis et/ou volés aux Défenderesses le ou vers le 12 juillet 2023; ou qui ont reçu un courriel ou une lettre des Défenderesses, daté du ou vers le 5 septembre 2023, les informant de l'Incident du mois de juillet; et/ou toutes les personnes au Canada (ii) dont les renseignements personnels ou financiers détenus par les Défenderesses ont été compromis</p>
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letter from the Defendants, dated on or about October 19, 2023, informing them of the May Incident.”	et/ou volées aux Défenderesses le ou vers le 31 mai 2023; ou qui ont reçu un courriel ou une lettre des Défenderesses, le ou vers le 19 octobre 2023, les informant de l'Incident du mois de mai.»
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1- The Claims of the Class Members Raise Identical, Similar or Related Issues of Law or Fact

13. The Parties propose that the bringing of the class action be authorized for settlement purposes only, without any admission on the part of the Defendants, on the basis of the following issues of law and fact which are identical, similar or related to the situation of all Class Members:

<p>(a) Did Defendants commit a fault regarding the storage and the safe-keeping of the personal information of the Class Members?</p> <p>(b) Did Defendants commit a fault by delaying the notification and/or failing to notify to Class Members that a Data Breach had occurred?</p> <p>(c) Did Defendant commit a fault due to the deficiencies of the notices and information given to Class Members about the Data Breach?</p> <p>(d) Is Defendant liable to pay compensatory damages, moral damages or punitive damages to the Class Members, as a result? And if so, in what amounts?</p>	<p>(a) Les défendeurs ont-ils commis une faute en ce qui concerne le stockage et la conservation des données à caractère personnel des membres du groupe ?</p> <p>(b) Les défendeurs ont-ils commis une faute en retardant la notification et/ou en omettant d'informer les membres du groupe qu'une violation de données s'était produite ?</p> <p>(c) Les défendeurs ont-ils commis une faute en raison des lacunes des notifications et des informations fournies aux membres du groupe concernant la violation de données ?</p> <p>(d) Les défendeurs sont-ils tenus de verser des dommages-intérêts compensatoires, des dommages-intérêts moraux ou des dommages-intérêts punitifs aux membres du groupe, en conséquence ? Et dans</p>
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	l'affirmative, à hauteur de quels montants ?
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2- The Facts Alleged Appear to Justify the Conclusions Sought

14. In her *Amended Application for Authorization to Institute a Class Action*, Plaintiff alleges that Defendants committed faults regarding the storage and safe-keeping of the Class Members' personal information which lead to the Data Breaches in question, and that they also committed faults in delaying the notification and/or failing to notify Class Members that Data Breaches had occurred, the whole causing them to suffer damages.
15. Defendants deny these allegations, the alleged faults and the damages.

3- The Composition of the Class Makes It Difficult or Impracticable to Apply the Rules for Mandates to Take Part in Judicial Proceedings on Behalf of Others or For Consolidation of Proceedings

16. The Class is comprised of all persons whose information was involved in the Data Breaches.
17. There are millions of people included in this national Class.
18. In this context, it would be impracticable for each Class Member to bring a separate action.

4- The Applicant is in a Position to Properly Represent the Class Members

19. As Plaintiff alleges at paragraph 73 of her *Amended Application for Authorization*, which allegations are deemed to be true:

"73. Plaintiff, who is requesting to be appointed as Representative Plaintiff, is in a position to properly represent the Class Members (Article 575 (4) C.C.P.), since:

- a) Her personal information was lost by Defendants as described hereinabove;

- b) She has already and will continue to suffer anxiety, inconvenience, stress, loss of time, and fear, as well as out of pocket expense, as a result of said loss of information;
- c) She may in the future fall, victim to fraud and/or identity theft because of Defendants' loss of her personal information;
- d) She understands the nature of the action and has the capacity and interest to fairly and adequately protect and represent the interest of the Class Members;
- e) She is available to dedicate the time necessary for the present action before the Courts of Quebec and to collaborate with Class Counsel in this regard and Plaintiff is ready and available to manage and direct the present action in the interest of the Class Members that Plaintiff wishes to represent;
- f) Plaintiff is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;
- g) Her interests are not antagonistic to those of other Class Members;
- h) She has given the mandate to the undersigned attorneys to obtain all relevant information to the present action and intends to keep informed of all developments;
- i) She has given the mandate to the undersigned attorneys to post the present matter on their firm website in order to keep the Class Members informed of the progress of these proceedings and in order to more easily be contacted or consulted by said Class Members. Plaintiff refers and relies upon the various online submissions and communications received by the undersigned attorneys in this regard, already communicated as **Exhibit P-7 (under seal and en liasse)** and the whole for purposes of the authorization hearing only and without renouncing to or waiving attorney / client privilege.
- j) She, with the assistance of the undersigned attorneys, is ready and available to dedicate the time necessary for this action and to collaborate with other Class Members and to keep them informed;"

OPTING OUT OF THE CLASS AND OBJECTIONS

20. As per the Settlement, the Parties have agreed that the Opt-Out Deadline shall be:

“**Opt-Out Deadline**” means the last day a member of the Class may opt out of the Class Action (and therefore out of the Settlement), which shall be thirty (30) days after the Notice Date.”

21. The Notice Date is defined as:

“**Notice Date**” means the date on which the pre-approval Notice Program commences, which the Parties anticipate will occur as soon as practicable following the issuance of the Notice Approval Order.”

22. The Settlement Agreement at **Section V** provides for the procedure for Class Members to opt out of the Class and/or object to the Settlement Agreement, the whole as follows:

V. OPT-OUTS AND OBJECTIONS

8. **Procedure for Opt-Outs.** The procedure to opt out of the Class Action and Settlement will be detailed in the Pre-Approval Notices which will detail the Opt-Out Deadline and the instructions for sending a valid opt-out request to the Court. Each Class Member who has not or does not submit a valid and timely request to opt out shall remain included in the Class and shall be bound by all proceedings, orders and judgments in the Class Action. Furthermore, each Class Member who has not or does not submit a valid and timely request to opt out shall be bound by the Settlement and release provided in this Agreement, if approved by the Court.

9. **Procedure for Objecting.** Unless otherwise authorized by the Court, any Class Member who has not opted out (as detailed above) and who intends to object to or comment on the fairness of the Settlement Agreement must do so in writing no later than twenty (20) days prior to the Settlement

Approval Hearing (hereinafter the “**Objection Date**”), or in person at the Settlement Approval Hearing itself. The written objection must be notified to Class Counsel no later than the Objection Date.

NOTICE OF SETTLEMENT APPROVAL HEARING

23. The Parties herein have agreed on the form and content of the Pre-Approval Notices as set forth in Schedules B.1 to B.4 inclusively of the Settlement Agreement.
24. The Parties herein have also agreed on the proposed Notice Program as set forth in Schedule A of the Settlement Agreement (to be paid from and deducted against the Settlement Fund), namely:

The Notice Program will include the following:

(a) a dedicated and bilingual toll-free telephone service and hotline to respond to Class Members’ inquiries, which will be set up and maintained by the Claims Administrator;

(b) a dedicated and bilingual Settlement Website that will include, among other things, information about the Settlement and copies of the Notices, Settlement Agreement and relevant Judgments and proceedings, which Settlement Website will be set up and maintained by the Claims Administrator;

(c) The Claims Administrator will provide Pre-Approval Notices and the Approval Notice to Class Members by email, where valid emails are available;

(d) The Claims Administrator will issue pre-approval and post-approval bilingual press releases through Cision Newswire or a similar service; (e) Class Counsel will post the Pre-Approval Notices and the Approval Notice on the Quebec Class Action Registry and on their firm website;

(f) Class Counsel will have the option to post links to and/or summaries of the Class Action and Settlement on their firm social media accounts;

(g) Class Counsel will consult with Defendants' Counsel and the Claims Administrator in respect of all aspects of the Notice Program.

25. In this regard, Defendants have already submitted the list(s) of Class Members confidentially to the proposed Claims Administrator.

THE CLAIMS ADMINISTRATOR

26. The Parties herein seek the appointment of Concilia Services Inc. ("**Concilia**") to serve as Claims Administrator.
27. The Parties agree that Concilia shall serve as Claims Administrator, subject to approval by the Court, and that the costs of notice and administration will come out of the Settlement Fund regardless of whether the Settlement Agreement is ultimately approved.
28. Concilia has served as notice and/or claims administrator in the context of many other class actions, including in the context of other Data Breach class actions specifically.
29. The Parties recommend to the Court that Concilia be appointed Claims Administrator, as already provided for in the Settlement Agreement.
30. The Defendants' counsels have reviewed this Application and confirmed that Defendants consent to the granting of the present Application, according to its conclusions below.

PAR CES MOTIFS, PLAISE AU TRIBUNAL :	FOR THESE REASONS, MAY IT PLEASE THE COURT:
ACCORDER la présente demande;	GRANT the present application;
DÉCLARER que, pour l'application du présent Jugement, les définitions contenues dans l'Entente de règlement (Pièce R-1), s'appliquent et y sont incorporées par renvoi;	DECLARE that for the purposes of this Judgment, the definitions set out in the Settlement Agreement (Exhibit R-1) shall apply and are incorporated by reference;
AUTORISER l'exercice de l'action collective contre Estée Lauder pour des fins de règlement seulement;	AUTHORIZE the bringing of the Class Action against Estée Lauder for settlement purposes only;
ATTRIBUER à L■■■ C■■■ le statut de Représentante au nom du groupe décrit ci-dessous, aux fins d'exercer l'action collective contre Estée Lauder pour des fins de règlement seulement: « toutes les personnes au Canada (i) dont les renseignements personnels ou financiers détenus par les Défenderesses ont été compromis et/ou volés aux Défenderesses le ou vers le 12 juillet 2023; ou qui ont reçu un courriel ou une lettre des Défenderesses, daté du ou vers le 5 septembre 2023, les informant de l'Incident du mois de juillet; et/ou toutes les personnes au Canada (ii) dont les renseignements personnels ou financiers détenus par les Défenderesses ont été compromis et/ou volés aux Défenderesses le ou vers le 31 mai 2023; ou qui ont reçu un courriel ou une lettre des Défenderesses, le ou vers le 19 octobre 2023, les informant de l'Incident du mois de mai.»;	GRANT L■■■ C■■■ the status of Representative on behalf of the class described below, for the purpose of bringing the Class Action against Estée Lauder for settlement purposes only: “all persons in Canada (i) whose personal or financial information held by the Defendants was compromised and/or stolen from the Defendants on or around July 12, 2023; or who received an email or letter from the Defendants, dated on or about September 5, 2023, informing them of the July Incident; and/or all persons in Canada (ii) whose personal or financial information held by the Defendants was compromised and/or stolen from the Defendants on or around May 31, 2023; or who received an email or letter from the Defendants, dated on or about October 19, 2023, informing them of the May Incident.”;
IDENTIFIER les questions de fait et de droit suivantes qui seront traitées collectivement, aux seules fins de la transaction : (a) Les défendeurs ont-ils commis une faute en ce qui concerne le stockage et la	IDENTIFY the following questions of fact and law to be treated collectively, for settlement purposes only: (a) Did Defendants commit a fault regarding the storage and the safe-keeping of the personal information of the Class Members?

<p>conservation des données à caractère personnel des membres du groupe ?</p> <p>(b) Les défendeurs ont-ils commis une faute en retardant la notification et/ou en omettant d'informer les membres du groupe qu'une violation de données s'était produite ?</p> <p>(c) Les défendeurs ont-ils commis une faute en raison des lacunes des notifications et des informations fournies aux membres du groupe concernant la violation de données ?</p> <p>(d) Les défendeurs sont-ils tenus de verser des dommages-intérêts compensatoires, des dommages-intérêts moraux ou des dommages-intérêts punitifs aux membres du groupe, en conséquence ? Et dans l'affirmative, à hauteur de quels montants ?</p>	<p>(b) Did Defendants commit a fault by delaying the notification and/or failing to notify to Class Members that a Data Breach had occurred?</p> <p>(c) Did Defendant commit a fault due to the deficiencies of the notices and information given to Class Members about the Data Breach?</p> <p>(d) Is Defendant liable to pay compensatory damages, moral damages or punitive damages to the Class Members, as a result? And if so, in what amounts?</p>
<p>APPROUVER les Avis préalables à l'approbation essentiellement en la forme des avis se trouvant aux Annexes B.1, B.2, B.3 et B.4 de l'Entente de règlement;</p>	<p>APPROVE the Pre-Approval Notices substantially in the form as set forth in Schedules B.1, B.2, B.3 and B.4 to the Settlement Agreement;</p>
<p>ORDONNER que les Avis préalables à l'approbation soient publiés et diffusés en conformité avec le Programme de notification se trouvant à l'Annexe A de l'Entente de règlement;</p>	<p>ORDER that the Pre-Approval Notices shall be published and disseminated in accordance with the Notice Program as set forth in Schedule A to the Settlement Agreement;</p>
<p>ORDONNER que l'audience d'approbation du règlement soit tenue le 3 juin 2026, à 9h30, en salle 17.09 [ou toute autre salle indiquée par avis à l'extérieur de la salle 17.09] au palais de justice de Montréal, 1, rue Notre-Dame Est (l'« Audition d'approbation »), où cette Cour devra décider :</p> <p>a) s'il convient d'approuver l'Entente de règlement comme étant juste, raisonnable et dans le meilleur intérêt des Membres du Groupe;</p>	<p>ORDER that the Settlement Approval Hearing is to be held on June 3, 2026 at 9:30 am, in room 17.09 [or any other courtroom, which will be indicated by the posting of a sign outside of room 17.09] at the Montreal Courthouse, 1, Notre-Dame Street East (the "Approval Hearing"), at which time this Court will be asked to decide:</p> <p>a) whether to approve the Settlement Agreement as fair, reasonable and in the best interests of the Class Members;</p>

<p>b) si la requête des Avocats du Groupe relativement aux frais, débours et taxes applicables devrait être accordée; et</p> <p>c) toutes autres questions que la Cour peut juger appropriées;</p>	<p>b) whether Class Counsel's application for fees, disbursements and applicable taxes should be granted; and</p> <p>c) any other matters as the Court may deem appropriate;</p>
<p>ORDONNER que chaque Membre du Groupe qui s'exclut de l'action collective: (a) ne sera pas lié par l'Entente de règlement, (b) ne sera pas en droit de recevoir les prestations prévues par l'Entente de règlement, si celle-ci est approuvée et (c) ne pourra pas s'opposer à l'approbation de l'Entente de règlement (Pièce R-1);</p>	<p>ORDER that each Class Member who opts-out of the Class Action: (a) will not be bound by the Settlement Agreement, (b) will not be entitled to any benefits under the Settlement Agreement, if approved; and (c) will not be entitled to oppose the approval of the Settlement Agreement (Exhibit R-1);</p>
<p>ORDONNER que l'échéance pour l'exercice du droit d'exclusion de l'action collective sera de 30 jours après la Date de l'avis;</p>	<p>ORDER that the deadline for opting out of the Class Action will be 30 days after the Notice Date;</p>
<p>APPROUVER la nomination de Services Concilia inc. à titre d'administrateur du règlement aux fins de remplir les fonctions, rôles et responsabilités prévues dans l'Entente de règlement;</p>	<p>APPROVE the appointment of Concilia Services Inc. as Settlement Administrator to carry out the functions, roles and responsibilities contemplated in the Settlement Agreement;</p>
<p>ORDONNER que les Membres du Groupe du Règlement peuvent soumettre leurs objections écrites à l'approbation de l'Entente de règlement avant le délai énoncé dans les Avis préalables à l'approbation, ou en personne lors de l'Audience d'approbation;</p>	<p>ORDER that Settlement Class Members may submit written objections to the approval of the Settlement Agreement before the deadline set out in the Pre-Approval Notices, or can object in person during the Approval Hearing;</p>

<p>DÉCLARER que, dans l'éventualité où l'Entente de règlement n'est pas approuvée par cette Cour ou est résiliée conformément à ses termes, et sans limiter l'application des dispositions de l'Entente de règlement, toutes les négociations, déclarations et procédures liées à l'Entente de règlement seront réputées faites sans préjudice aux droits des Parties, et les Parties seront réputées rétablies dans leurs positions respectives telles qu'elles existaient immédiatement avant la signature de l'Entente de règlement;</p>	<p>DECLARE that, in the event the Settlement Agreement is not approved by this Court or is terminated in accordance with its terms, without limiting the application of the provisions contained within the Settlement Agreement, all negotiations, statements and proceedings related to the Settlement Agreement shall be considered without prejudice to the rights of the Parties, and the Parties shall be deemed to be restored to their respective positions as they existed immediately prior to the execution of the Settlement Agreement;</p>
<p>LE TOUT SANS FRAIS DE JUSTICE.</p>	<p>THE WHOLE WITHOUT LEGAL COSTS.</p>

MONTREAL, April 21, 2026

LEX GROUP INC.

(s) *Lex Group Inc.*

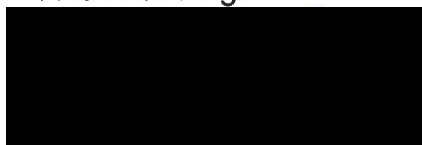
Per: David Assor
Attorneys for Plaintiff

SOLEMN DECLARATION

I, the undersigned, **David Assor**, attorney, practicing law at the offices of Lex Group Inc., located at 4101 Sherbrooke Street West, Westmount, Province of Québec, H3Z 1A7, do hereby solemnly declare:


1. THAT I am one of the attorneys for the plaintiff in the present case;
2. THAT all the facts alleged in the present *Application to Authorize a Class action for Settlement Purposes Only, for Approval of Notice to Class Members of a Settlement Approval Hearing and to Appoint a Claims administrator* therein are true and accurate to my knowledge;

And I have signed:



DAVID ASSOR

Solemnly affirmed before, *Westmount, Quebec*
this 21st day of April 2026



Commissioner for oaths for
the Province of Québec



NOTICE OF PRESENTATION

TO:

Me Kristian Brabander

Me Jessica Harding

Osler, Hoskin & Harcourt LLP

1000 De La Gauchetière Street West, Suite 2100, Montreal, Quebec H3B 4W5

Tel: 514.904.8107 / 514.904.8128

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TAKE NOTICE that the *Application to Authorize a Class Action for Settlement Purposes Only, for Approval of Notice to Class Members of a Settlement Approval Hearing and to Appoint a Claims administrator* will be presented for adjudication, if need be, at a date and time as determined by the Honourable Enrico Forlini, J.S.C., at the Montréal Courthouse located at 1 Notre-Dame Street East, Montréal, Québec, or as soon thereafter as counsel can be heard.

DO GOVERN YOURSELF ACCORDINGLY.

MONTREAL, April 21, 2026

LEX GROUP INC.

(s) *Lex Group Inc.*

Per: David Assor
Attorneys for Plaintiff

(Class Action Division)
SUPERIOR COURT
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

L [REDACTED] C [REDACTED]

Plaintiff

vs.

ESTÉE LAUDER COSMETICS LTD

-and-

THE ESTÉE LAUDER COMPANIES INC.

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CLASS MEMBERS OF A SETTLEMENT
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CLAIMS ADMINISTRATOR**

ORIGINAL

Me David Assor



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