

SCHEDULE B-1

QUEBEC EXTENDED WARRANTY CLASS ACTION SETTLEMENT

LONG-FORM NOTICE OF HEARING FOR SETTLEMENT APPROVAL AND OPT-OUT

BITTON V. HOME DEPOT OF CANADA CLASS ACTION
(Court File N° 500-06-001195-227)

This notice is to all consumers in Quebec who purchased an extended warranty on goods from the Home Depot mobile application(s) and/or website(s) between February 7, 2019 and September 30, 2022

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR RIGHTS.

THIS CLASS ACTION HAS BEEN SETTLED, SUBJECT TO COURT APPROVAL.

On July 26, 2022, a class action was commenced in Quebec against Home Depot of Canada Inc. (“**Home Depot**”) and other defendants alleging, among other things that Home Depot sold extended warranties on goods without informing consumers of Quebec’s legal warranty (the “**Class Action**”). The Plaintiff was asking the Court to determine whether this alleged conduct infringed the Quebec *Consumer Protection Act*.

The class is defined as follows:

All consumers in Quebec who, from February 7, 2019 to September 30, 2022, purchased an extended warranty on goods from the Home Depot mobile application(s) and/or website(s).

(“**Class**” or “**Class Members**”)

PROPOSED SETTLEMENT OF THE CLASS ACTION

The parties to this class action have reached a proposed settlement (the “**Settlement Agreement**”), subject to obtaining the approval of the Superior Court of Quebec. The Settlement Agreement provides for an amount of \$370,437.50 to Class Members, and the payment of Class Counsel fees and disbursements up to the amount of \$126,062.50 in fees and \$3,500 in disbursements (plus GST & QST) which are paid on top and separately from the compensation to Class Members.

The Settlement Agreement, if approved by the Court, provides that Home Depot will offer Direct Credit Reimbursements in the form of digital gift cards, representing 50% of the price paid for the extended warranty (also known as the Home Depot Protection Plan (“**HDPP**”)), excluding taxes, to each Class Member. These digital gift cards will be transferable and will not expire. If a Class Member purchased several extended warranties within the Class Period, the amount of their Direct Credit Reimbursement will reflect this.

In return for providing the Direct Credit Reimbursements, Home Depot will receive a release from all Settlement Class Members and a declaration of a settlement out of court of the Class Action. The settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault on the part of the Defendant.

SETTLEMENT APPROVAL HEARING

A hearing before the Superior Court of Québec will be held on **December 6, 2023, at 9:30 a.m.**, at the Montreal courthouse located at 1, Notre-Dame East Street, Montreal, Quebec, in room 16.03, or via a TEAMS link. This date may be subject to adjournment by the Court without further publication notice to the Class Members, other than such notice which will be posted on Class Counsel's website www.lpclex.com/extendedwarranties or on the claim's administrator's website: <http://extendedwarrantyclassaction.com/>.

OPTING OUT OF THE CLASS ACTION

If you do not wish to participate in this class action:

If you are a member and you wish to exclude yourself from the Class Action, you will not be entitled to participate further in the Class Action, or to share in the distribution of funds received as a result of the Settlement Agreement. To exclude yourself, you must complete and send a notice of opt out which must be sent to Class Counsel by email (jzukran@lpclex.com) **by December 5, 2023**, at the following address: jzukran@lpclex.com

The notice of opt out must be sent by the Class Member or the Class Member's designee and must include the following information:

- A heading referring to this proceeding (*Bitton v. Home Depot of Canada Inc.*, case no. 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 Home Depot website or mobile application between February 7, 2019 and September 30, 2022.
- You must state that you wish to exclude yourself from the class action *Bitton v. Home Depot of Canada Inc.* (case number N° 500-06-001195-227).
- Your signature.

CLASS MEMBERS MAY OBJECT TO OR COMMENT ON THE SETTLEMENT

Class Members who do **not** oppose the proposed Settlement Agreement **do not** need to appear at any hearing or take any other action to indicate their desire to support the proposed Settlement Agreement.

If you wish to **object** to the terms of the proposed Settlement Agreement:

If you disagree with the Settlement Agreement, you can object to the Settlement Agreement by delivering a written submission to Class Counsel or filed with the Court on or before **December 5, 2023** in accordance with the proposed Settlement Agreement and containing the following information:

- A heading referring to this proceeding (*Bitton v. Home Depot of Canada Inc.*, case no. 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 Home Depot website or mobile application between February 7, 2019 and September 30, 2022.
- 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.
- Your signature.

You must send your letter to Class Counsel by email at jzukran@lpclex.com, or to the Court at the following address:

Clerk of the Superior Court of Québec
File: 500-06-001195-227
Montreal Courthouse
1, Notre-Dame East Street, Suite 1.120, Montréal (Québec), H2Y 1B6

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

If the Settlement Agreement is approved, another notice to Class Members will be sent explaining the disbursement protocol.

As a Class Member, you have the right to intervene in the present Class Action, in the manner provided for by law. No Class Member other than the representative plaintiff or an intervenor may be required to pay legal costs arising from the class action.

MORE INFORMATION

For further information or details about the proposed Settlement Agreement, you may contact class counsel identified below. Your name and any information provided will be kept confidential. Please do not contact Home Depot, or the judges of the Superior Court.

Mtre Joey Zukran

LPC Avocat Inc.

276 rue Saint-Jacques, Suite 801
Montréal, Québec, H2Y 1N3
Email: jzukran@lpclex.com
Website: www.lpclex.com

You may also visit the Settlement Website at <http://extendedwarrantyclassaction.com/> or contact the Settlement Administrator:

Velvet Payments Inc.
5900 Andover ave., Suite 1
Montreal, Quebec, H4T 1H5
Tel: 1-888-770-6892

Email: extendedwarranty@velvetpayments.com

**THE PUBLICATION OF THIS NOTICE TO CLASS MEMBERS
HAS BEEN APPROVED AND ORDERED BY THE SUPERIOR COURT OF QUEBEC.**