

SCHEDULE B-1

NEW DETAILED NOTICE OF AUTHORIZATION OF A CLASS ACTION, OPT-OUT DEADLINE FOR CLASS MEMBERS AND SETTLEMENT HEARING REGARDING QUEBEC EXTENDED WARRANTY CLASS ACTION

BITTON V. WAYFAIR LLC CLASS ACTION (Court File N° 500-06-001195-227)

This new notice is to all consumers in Quebec who purchased an extended warranty on goods purchased from the Wayfair mobile application(s) and/or website(s) between February 7, 2019 and October 31, 2022

PLEASE READ THIS NOTICE CAREFULLY BECAUSE IT REPLACES ENTIRELY THE NOTICE SENT ON FEBRUARY 2 2024 SINCE THE PARTIES HAVE MODIFIED THE SETTLEMENT AGREEMENT INITIALLY CONCLUDED DUE TO AN ERROR OUTSIDE OF THEIR CONTROL. IT MAY AFFECT YOUR RIGHTS.

THIS CLASS ACTION HAS BEEN AUTHORIZED, AND SETTLED (SUBJECT TO THE COURT'S APPROVAL OF THE SETTLEMENT AGREEMENT)

On July 26, 2022, a class action was commenced in Quebec, by Eva Bitton (as Class representative), against Wayfair LLC ("**Wayfair**") and other defendants alleging, among other things that Wayfair 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 article 228 of the Quebec *Consumer Protection Act*.

By judgment rendered on August 10, 2023, the Superior Court of Quebec, district of Montreal, authorized a class action against Wayfair. The class authorized by the Court is defined as follows:

All consumers residing or domiciled in Quebec at the time of the purchase and who purchased an extended warranty on goods purchased from the Wayfair mobile application(s) and/or website(s) between February 7, 2019 and October 31, 2022.

("Class" or "Class Members")

This judgment identified the issues to be dealt with collectively as follows:

- Have the defendants Amazon or Wayfair breached their duty to inform under article 228 of the CPA in their representations to Quebec consumers concerning the additional warranties they sell?

- In the absence of adequate information when representing the additional warranties to Quebec consumers, are Québec consumers entitled to the remedies set out in article 272 of the CPA, and if so, which ones?
- Should defendants Amazon or Wayfair pay compensatory and/or punitive damages to class members, and if so, in what amount?
- Should an injunction be issued prohibiting Amazon from continuing to sell additional warranties without giving the notice required by the CPA?
- When did prescription for the Amazon class and the Wayfair class expire, and how long was the prescription suspended by the Declaration of a health emergency due to the Covid pandemic?

PROPOSED SETTLEMENT OF THE CLASS ACTION

The parties to this class action have reached a modified proposed settlement (the “**Modified Settlement Agreement**”), subject to obtaining the approval of the Superior Court of Quebec. The Modified Settlement Agreement has a total settlement maximum of \$936,881.38, which includes an amount of up to \$665,000.00 to Class Members, and the payment of Class Counsel fees up to the amount of \$236,470.00 (plus taxes) in fees and disbursements which are paid on top and separately from the compensation to Class Members.

The Modified Settlement Agreement, if approved by the Court, provides that Wayfair will offer Direct Credit Reimbursements in the form of e-store credits, with a value of \$22.50 each (incorrectly indicated as \$45.00 which would have represented 100% of Wayfair’s extended warranty sales during the class period, whereas the settlement clearly stipulated that the parties were settling for 50% of said sales), to each Class Member, subject to an additional amount according to the percentage of bounce back emails generated at the time of sending the Notice of Hearing and Opt-out. These e-store credits can be used for multiple transactions 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. This compensation will not affect coverage under extended warranties. If 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.

In return for providing the Direct Credit Reimbursements, Wayfair will receive full and final 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 **May 24, 2024, at 9:30 a.m.**, at the Montreal courthouse located at 1, Notre-Dame East Street, Montreal, Quebec, in room 2.08, or any other room which may be designated by the judge sitting in room 2.08 or via a TEAMS link. This hearing replaces the hearing initially schedule for March 25th, 2024. 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.

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 Modified Settlement Agreement. To exclude yourself, you must complete and send a notice of opt out to the Clerk of the Superior Court of Quebec or to Class Counsel by email (jzukran@lpclex.com) within forty-five (45) days of the date of receipt of the present New Detailed Notice, namely **by May 20, 2024**, at the following address:

Clerk of the Superior Court of Quebec
Palais de Justice de Montréal
(*Bitton v. Wayfair LLC*, CSM no 500-06-001195-227)
1 Notre-Dame Street East, Room 1.120
Montréal, Québec, H2Y 1B5

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. Wayfair LLC*, 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 Wayfair website or mobile application between February 7, 2019, and October 31, 2022.
- You must state that you wish to exclude yourself from the class action *Bitton v. Wayfair LLC* (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 Modified Settlement Agreement **do not** need to appear at any hearing or take any other action to indicate their desire to support the proposed Modified Settlement Agreement.

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

- a) deliver a written submission on or before **May 23, 2024**, filed with the Court with a copy to Class Counsel in accordance with the proposed Modified Settlement Agreement and containing the following information:
 - A heading referring to this proceeding (*Bitton v. Wayfair LLC*, 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 Wayfair website or mobile application between February 7, 2019, and October 31, 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.
- b) appear in person at the hearing on May 24, 2024; or
- c) send your written objection at the latest on May 23, 2024 and appear in person on May 24, 2024;

You must send your letter to Class Counsel (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 Modified Settlement Agreement. Any objections will be used by the Court to consider whether to approve the Modified Settlement Agreement or not.

If the Modified 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 Modified Settlement Agreement, you may contact class counsel identified below. Your name and any information provided will be kept confidential. Please do not contact Wayfair, or the judges of the Superior Court.

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

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

**YOU CAN ACCESS THE *REGISTRE DES ACTIONS COLLECTIVES* AT THE FOLLOWING
LINK: <https://www.registresactionscollectives.quebec>**