

# SUPERIOR COURT

(Class Action Chamber)

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL.

No.: 500-06-001195-227

DATE: September 13, 2024

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**BY THE HONOURABLE PIERRE NOLLET, J.S.C.**

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**EVA BITTON**  
Plaintiff - Class Representative

v.

**WAYFAIR LLC. ET AL**  
Defendants

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## JUDGMENT REGARDING THE EXECUTION OF THE SETTLEMENT AGREEMENT BY WAYFAIR LLC

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[1] **WHEREAS** pursuant to the Modified Settlement Agreement approved by the Court on June 21, 2024, Wayfair must issue to Wayfair Class Members, Direct Credit Reimbursements in the form of e-store credits with a value of at least \$22.50 per extended warranty purchased by Wayfair Class Member during the Class Period;

[2] **WHEREAS** Wayfair had 90 days from June 21, 2024, to issue the entirety of the 665 000 \$ in e-store credits (Direct Credit Reimbursements);

[3] **WHEREAS** the deadline ends on September 19, 2024;

[4] **WHEREAS** Wayfair is requesting a 30-day extension of the deadline to issue the Direct Credit Reimbursements due to the complexity of proceeding to a manual credit remittance to the Wayfair Group Members;

[5] **WHEREAS** the extension requested is justified and reasonable;

**FOR THESE REASONS' THE COURT:**

[6] <b>ACCUEILLE</b> la Demande d'extension du délai pour l'émission des Remboursements par crédit direct;	<b>GRANTS</b> the motion to extend the deadline for the issuance of Direct Credit Reimbursements;
[7] <b>PROLONGE</b> le délai de la défenderesse Wayfair pour l'émission des Remboursements par crédit direct aux Membres du Groupe Wayfair, et ce jusqu'au 19 octobre 2024;	<b>EXTENDS</b> the deadline of Defendant Wayfair to issue Direct Credit Reimbursements to Wayfair Group Members, up and until October 19, 2024;
[8] <b>ORDONNE</b> que le présent jugement soit rendu accessible sur le site Web du cabinet des avocats du Groupe : <a href="http://www.lpclex.com/fr/garantiesprolongees/">www.lpclex.com/fr/garantiesprolongees/</a> ;	<b>ORDERS</b> that present judgment be made available on the website of Class Counsel: <a href="http://www.lpclex.com/extendedwarranties/">www.lpclex.com/extendedwarranties/</a> ;
[9] <b>PROLONGE</b> jusqu'au 25 octobre 2024, le délai de la défenderesse Wayfair, pour transmettre au Tribunal et au Fonds d'aide aux actions collectives, le rapport de distribution indiquant notamment, le nombre et la valeur des crédits émis par la défenderesse, les sommes payées aux avocats du Groupe Wayfair de même que tout reliquat s'il en est,;	<b>EXTENDS</b> until October 25, 2024; the defendant Wayfair's deadline to provide a distribution report to the Tribunal and to the Fonds d'aide aux actions collectives indicating, among other things, the number and value of the credits issued by the Defendant, the amounts paid to Class Counsel and to the extent there is any, the balance,
[10] <b>LE TOUT</b> , sans frais de justice.	<b>THE WHOLE</b> , without legal costs.

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PIERRE NOLLET, J.S.C.

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Hearing date:      On docket