

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

(Class Action)
SUPERIOR COURT

NO : 500-06-000791-166

**OSHRAT HALFON AND GABRIEL
MALKA,**

Applicants

v.

MOOSE INTERNATIONAL INC.,

Respondent

SETTLEMENT AGREEMENT

SOMMAIRE

Par cette convention de transaction Oshrat Halfon, Gabriel Malka et Moose International Inc. désirent régler hors Cour l'action collective, sans admission de faute par Moose International Inc. et pour mettre un terme aux procédures judiciaires. Est membre de l'action collective toute personne dans le monde entier qui a acheté avant le 31 mars 2017, un vêtement de marque Moose Knuckles®, incluant sans limitation parkas, manteaux, chapeaux, bottes, pulls et chandails, identifiés par Moose International Inc. comme étant « *Fabriqué au Canada* ». En considération, notamment, de la donation par Moose International Inc. de vêtements ayant une valeur totale au détail de \$250,000.00 à des organismes de charité et le paiement de certains frais, Oshrat Halfon, Gabriel Malka et les membres de l'action collective donnent quittance complète à Moose International Inc. pour toute cause d'action découlant des faits et circonstances de l'action collective. Cette Convention établit comment la donation sera effectuée, l'étendue et les conditions du règlement, la façon de s'exclure de l'action collective et la procédure d'approbation du règlement par le tribunal. La Convention de transaction affecte les droits des Membres du groupe.

SUMMARY

By way of this Settlement Agreement, Oshrat Halfon, Gabriel Malka and Moose International Inc. are desirous to settle out of court the present class action, without any admission of wrongdoing, responsibility or liability by Moose International Inc. and to put an end to the proceedings. A class member includes all persons worldwide who have purchased before March 31, 2017 a Moose

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Knuckles® clothing product, including but not limited to parkas, jackets, hats, boots, hoodies and sweaters which Moose International Inc. stated in its marketing or labelling were "Made in Canada". In consideration, *inter alia*, of the donation by Moose International Inc. of a total of \$250,000.00 in retail value of fall/winter outerwear to charitable organisations and the payment of various costs, Oshrat Halfon, Gabriel Malka and the class members grant a full and final unconditional release and discharge to Moose International Inc. for all claims, actions or causes of action arising out of the matters alleged in the class action. This Agreement sets forth how the donation will be paid, the extent and the conditions of the settlement, the procedure to opt-out of the class action and the process by which the settlement will be approved by the Court. This Settlement Agreement affects the rights of the Class Members.

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I. PREAMBLE

WHEREAS Applicants Oshrat Halfon and Gabriel Malka instituted a class action against the Respondent Moose International Inc. before the Superior Court of Québec, district of Montréal, in the Court docket bearing number 500-06-000791-166;

WHEREAS the class action was instituted following a Notice of Application by the Commissioner of Competition against the Respondent Moose International Inc. before the Competition Tribunal, docket number CT-2016-004;

WHEREAS the Commissioner of Competition and the Respondent Moose International Inc. executed, without admission of responsibility, liability or wrongdoing by Moose International Inc., a Consent Agreement on December 5, 2016;

WHEREAS the Consent Agreement provides for (i) continued compliance by Respondent Moose International Inc. with Subsection 74.01(1) of the Competition Act (ii) the donation of a certain amount of money by Respondent Moose International Inc. to various charities in Canada (iii) the display by Respondent Moose International Inc. of a corrective notice (iv) the establishment and maintenance by Respondent Moose International of a Compliance Program which includes compliance reporting and monitoring

WHEREAS the Respondent Moose International Inc. has always and still denies that the conduct of its business as alleged in the Competition Tribunal and the class action proceedings and the exhibits in their support engaged its liability under Canadian and/or any foreign laws or caused any harm to class members or anyone else;

WHEREAS the Respondent Moose international Inc. has not conceded or admitted any civil liability and has defences to all of the claims entertained in the class action proceedings;

WHEREAS following the Consent Agreement, the parties in the class action proceedings have engaged in extensive, arm's length negotiations through their respective counsel that have resulted in the present Settlement Agreement;

WHEREAS the Applicants and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analysis of the facts and the law(s) applicable and having regard (i) to the Consent Agreement executed between the Commissioner of Competition and the Respondent Moose International Inc. and the remedies thereby contained (ii) to the burden and expense in prosecuting, in such circumstances the class action proceedings, including the risks and uncertainties associated with trials and appeals, have concluded that this Settlement Agreement is fair and reasonable;

WHEREAS despite its belief that it is not liable in respect of the allegations made in the class action proceedings and believes it has a good defence thereto, the Respondent

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Moose international Inc. is entering into this Settlement Agreement in order to achieve a final resolution of all claims and to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and it is recognised by the Applicants that the Respondent Moose International Inc. would not have entered into this Settlement Agreement were it not for the foregoing;

WHEREAS the parties therefore wish to, and hereby do, fully and finally resolve, without admission of liability, the class action proceedings against the Respondent Moose International Inc.;

WHEREAS on the date of execution of the present Settlement Agreement, the parties are not aware of the existence of any other class action proceedings, anywhere in the world, against the Respondent Moose International Inc.;

WHEREAS for the purpose of the present settlement only and contingent on approval by the Court, as provided for in this Settlement Agreement, the parties have consented to the authorization of an international class in the present proceedings;

NOW THEREFORE, in consideration of the covenants, agreements, and releases set forth herein, Applicants Oshrat Halfon and Gabriel Malka and Respondent Moose International Inc. hereto respectively declare as follows:

II. DEFINITIONS

I. DEFINITIONS

1. For the purpose of this Settlement Agreement only and unless stipulated otherwise, the following terms shall have the meaning ascribed to them below. Unless the context otherwise clearly indicates, words used in the singular include the plural and the plural includes the singular:
 - i. "*Applicants*": Oshrat Halfon and Gabriel Malka;
 - ii. "*Approval Hearing*": The hearing presided by the Court to approve the Settlement Agreement following the filing of an Application in accordance with Article 590 of the *Code of Civil Procedure* and with paragraphs 28 to 32 of the Settlement Agreement;
 - iii. "*Approval Judgment*": The Judgment to be rendered by the Court approving the Settlement Agreement in accordance with paragraphs 28 to 32 of the Settlement Agreement;
 - iv. "*Charitable Organizations*": a charitable organization that is a "*registered charity*" with the Canada Revenue Agency as such term is defined at subsection 248(1) of the Income Tax Act (Canada) and that is mutually agreed by the parties to this Agreement as qualified to accept the donations contemplated hereby, including the following pre-approved organizations: The Salvation Army (worldwide) and MADA Community

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Center (Québec), provided to the extent any such listed charitable organization ceases to exist or operate in accordance with subsection 248(1) of the Income Tax Act (Canada), such organization shall be no longer considered pre-approved by the parties hereto;

- v. "Class Action": The class action instituted by Oshrat Halfon and Gabriel Malka against MII before the Superior Court of Quebec, district of Montreal, in the court docket bearing number 500-06-000791-166;
- vi. "Class Members": The members of the class of the proposed Class Action as defined in the *Amended Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiffs*:
"All consumers worldwide who have purchased before March 31, 2017 Moose Knuckles® clothing items, including but not limited to parkas, jackets, hats, boots, hoodies and sweaters which Defendant stated were "Made in Canada" "
"[TRANSLATION] Tous les consommateurs dans le monde entier qui ont achetés avant le 31 mars 2017 un vêtement de marque Moose Knuckles®, incluant sans limitation parkas, manteaux, chapeaux, bottes, pulls et chandails, identifiés par la Défenderesse comme étant « Fabriqué au Canada »
- vii. "Consent Agreement": the Consent Agreement executed between the Commissioner of Competition and the Respondent Moose International Inc. on December 5, 2016;
- viii. "Consolidated Pre-Approval Application": the Consolidated Application for Authorization to Institute a Class Action for Settlement Purposes and for Approval of Notice to Class Members to be filed by Applicants in accordance with paragraphs 11 to 22 of the Settlement Agreement
- ix. "Counsel for Applicants" and/or "Class Counsel": L.P.C. Avocat Inc. (Me Joey Zukran);
- x. "Counsel for MII": De Grandpré Chait, L.L.P.;
- xi. "Court": The Superior Court of Quebec for the district of Montreal, presided by the Honourable Chantal Chatelain, J.C.S., or any other judge that may be seized of the Class Action;
- xii. "Effective Date": The date that is thirty-five (35) days after the Approval Judgment has been rendered, except if an appeal of said judgment is duly constituted, in which case the execution of the Settlement Agreement will be suspended until a Judgment approving the Settlement Agreement has become *res judicata*. In the event that the Tribunal refuses to approve the Settlement Agreement, the Effective Date will be the date on which such Judgment will have been overruled by an appellate court further to the exercise of the right of appeal of a party, if such is the case;

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- xiii. "*Fonds*": The *Fonds d'aide aux recours collectifs*, as instituted by the *Act Respecting the Fonds d'aide aux actions collectives*, R.S.Q., c. F-3.2.0.1.1;
- xiv. "*MII*": The Defendant Moose International Inc.;
- xv. "*Notice to the Class Members*": The notice referred to at paragraphs 16 to 21 of the Settlement Agreement and which seeks to inform the Class Members of (i) the Settlement Agreement (ii) the judgment authorizing the Class Action against MII for settlement purposes only (iii) the Approval Hearing and (iv) the process by which the Class Members can exercise their right to opt-out of the Class Action;
- xvi. "*Opt-Out Deadline*": The date that is forty five (45) days after the publication of the Notice to the Class Members;
- xvii. "*Outerwear*": fall/winter outerwear bearing trademarks of MII's choice, which shall not be Moose Knuckles® trademarked products;
- xviii. "*Outerwear or Outerwear Donation*": the donation by MII of Outerwear in accordance with paragraphs 6 to 10 of the Settlement Agreement;
- xix. "*Pre-Approval Judgment(s)*": The judgment(s) to be rendered by the Court (i) authorizing the amendment of the class so it could read as the expression "Class Members" is hereinabove defined (ii) authorizing the Class Action for the sole purposes of settlement (iii) authorizing Applicants to publish the Notice to the Class Members, in accordance with paragraphs 11 to 22 of the Settlement Agreement;
- xx. "*Release and Discharge*": A full and final release and discharge from all obligations, actions, causes of action, suits, recourses, proceedings of whatever kind, claims or for any debts, sums of money, damages, judgments, executions, indemnity, costs, interest, loss or injury of every nature and any kind whatsoever and however arising, that Applicants and the Class Members had, have or may have in the future, arising directly or indirectly out of the allegations set out in the Class Action and the exhibits in its support thereof;
- xxi. "*Retail Value*": The suggested retail price as reasonably determined by MII, consistent with the actual full retail price of such Outerwear (or substantially similar Outerwear) as distributed in Canada by major retailers for purchase by consumers;
- xxii. "*Settlement Agreement*": This Settlement Agreement entered into by and between Applicants and MII by their respective duly authorized representatives and their respective attorneys of record;

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II. SCOPE AND EXTENT OF THE SETTLEMENT AGREEMENT

2. The preamble hereto forms an integral part hereof, as if recited at length herein. However, the "Sommaire" and "Summary" above are not part of the Settlement Agreement, have no legal effect and do not create any rights or obligations in favour of Applicants, the Class Members or MII;
3. By way of the Settlement Agreement, Applicants and MII are desirous to settle out of court the Class Action between them in respect of all obligations, actions, causes of action, suits, recourses, proceedings of whatever kind, claims or for any debts, sums of money, damages, judgments, executions, indemnity, costs, interest, loss or injury of every nature and any kind whatsoever and however arising that Applicants and the Class Members had, have or may have arising directly or indirectly out of the allegations set out in the Class Action and the exhibits in its support thereof, the whole on the terms and conditions set out in this Settlement Agreement.
4. Unless otherwise stipulated, the Settlement Agreement is conditional upon its approval by the Court in its entirety, failing which the Settlement Agreement will become null and void and will be deemed to have never existed and will not create any rights or obligations in favour of, or in any manner operate to prejudice the rights or obligations of, the Applicants, the Class Members or MII and may not be used as evidence, in whole or in part, in any other proceedings with respect to the matters attempted to be settled hereby.
5. Applicants and MII undertake to collaborate and use their best efforts to support the Settlement Agreement, as well as to make representations before the Court in the course of the hearings with respect to ensuring the issuance of the Pre-Approval Judgment(s) and the Approval Judgment.

III. DONATIONS TO CHARITABLE ORGANISATIONS

6. Subject to the issuance of the Approval Judgment, MII shall donate, in the manner hereinafter set forth, to the Charitable Organizations, a total of (CAD) Two hundred and fifty thousand dollars (\$250,000.00) in Retail Value of fall/winter Outerwear over a two (2) year period commencing in the fall/winter of 2017. Each donation made by MII shall be of equivalent value to each of the Charitable Organizations.
7. Between September 1st and November 1st of each year beginning on September 1st 2017 and terminating on November 1st 2018, MII shall donate and see that is delivered fall/winter Outerwear having a yearly total Retail Value of at least (CAD) one hundred and twenty five thousand dollars (\$125,000.00) to the Charitable Organizations.
8. All costs related to the delivery of the yearly donations to the above charitable organisations shall be the sole responsibility of MII.

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9. MII shall report the execution of the yearly donations by providing to Applicants Counsel the proof of the Retail Value of the yearly donated Outerwear and a copy of the official tax receipt(s) and/or proof of delivery to, and/or receipt, by the Charitable Organisation with respect to said donations at the latest thirty (30) days following the reception by MII of all said tax receipt(s) and/or proof(s) of delivery/receipt from the fiscal authorities and or proof(s) of delivery/receipt. MII shall have no further reporting obligation once the donation for a total Retail Value of (CAD) Two hundred and fifty thousand dollars (\$250,000.00) is fully executed.
10. Other than the payment of the donation for a total Retail Value of (CAD) Two hundred and fifty thousand dollars (\$250,000.00), MII shall have no obligation whatsoever, of any kind, pursuant to or in furtherance of the Settlement Agreement, except as otherwise provided herein.

IV. PRE-APPROVAL JUDGMENT(S) AND NOTICE TO THE CLASS MEMBERS

11. Within fifteen (15) days from the execution of the Settlement Agreement by all parties, Counsel for Applicants will file in the court docket for the Class Action a Consolidated Application for Authorization to Institute a Class Action for Settlement Purposes and for Approval of Notice to Class Members.
12. The Consolidated Pre-Approval Application will seek the issuance of the Pre-Approval Judgment(s).
13. Applicants acknowledge that the consent from MII to the Consolidated Pre-Approval Application, including the authorization of the Class Action, is strictly conditional upon the approval of the Settlement Agreement by the Court and is only made for settlement purposes.
14. During the hearing of the Consolidated Pre-Approval Application, Counsel for Applicants and Counsel for MII will make joint representations before the Court to seek the authorization of the Class Action for settlement purposes only.
15. In the event that the Court refuses to authorize the class action for settlement purposes, the Settlement Agreement will become null and void and shall be deemed to have never existed and will not create any rights or obligations in favour of, or in any manner operate to prejudice the rights or obligations of, the Applicants, the Class Members or MII and may not be used as evidence, in whole or in part, in any other proceedings with respect to the matters attempted to be settled hereby.
16. The Notice to the Class Members will be the only notice to the Class Members with respect to the Approval Hearing, the Settlement Agreement and the Approval Judgment. No other notice will be published or otherwise communicated to the Class Members.
17. The Notice to the Class Members will notably indicate:

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- a) The judgment authorizing the Class Action for the sole purpose of settlement and the definition of the Class;
 - b) The existence of the Settlement Agreement and the fact that it will be submitted to the Court for approval, specifying the date and place of the Approval Hearing;
 - c) The proposed settlement of the Class Action through donations by MII to Charitable Organisations;
 - d) The consequences and effects of the approval of the Settlement Agreement by the Court with respect to the release and discharge of MII from Class Members;
 - e) The right of Class Members to opt-out of the Class Action;
 - f) The right of Class Members to make representation during the Approval Hearing;
18. It is understood and agreed by Applicants and MII that there shall be a long and a short version of the Notice to Class Members.
19. Applicants and MII agree to submit to the Court's approval the Notices attached to the present Settlement Agreement as Schedules A, B, C and D.
20. At least sixty (60) days before the Approval Hearing, the Notice to the Class Members shall be disseminated in English and in French (in the Province of Québec only) in the following manner:
- a) By MII:
 - i) the short French version (Schedule C), once in the form of an approximately 1/8 page legal notice in the following Québec newspapers: Le Devoir, Le Soleil;
 - ii) the short English version (Schedule A):
 - In Canada: once in the form of an approximately 1/8 page legal notice in the following Canadian newspapers: The Globe and Mail and The National Post;
 - In the continental USA: once in the form of an approximately 1/8 page legal notice in the following American newspaper: New-York Times;
 - In Europe: once in the form of an approximately 1/8 page legal notice in the New-York Times International (formally the International Herald Tribune);

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- b) By Applicants Counsel, the long English version (Schedule B) and the long French version (Schedule D) of the Notice to Class Members:
- i) posting, with the Settlement Agreement, for a minimum period of forty-five (45) days, on Applicants Counsel website at www.lpclex.com and on the Applicants Counsel's Facebook and Twitter pages;
 - ii) posting, with the Settlement Agreement, on the class action registry of the Court;
 - iii) posting, with the Settlement Agreement, on the class registry of the Canadian Bar Association.
21. The costs associated with the publication of the Notice to the Class Members in the hereinabove identified newspapers (par. 20a)i) and ii)) will be borne by MII.
22. Applicants and MII acknowledge that the Court can modify the content of the Notice to the Class Members and its publication process, which shall not constitute a ground of termination of the Settlement Agreement, unless such a modification has the effect of significantly increasing the costs associated with the publication of the Notice to the Class Members or imposes upon Applicants or MII an obligation that is not otherwise contained in the Settlement Agreement.

V. OPTING-OUT

23. Class Members have the right to opt-out of the Class Action.
24. A Class Member who desires to exercise the right to opt-out of the Class Action must, obligatorily and before the Opt-Out Deadline, send by courier or certified mail to the Clerk of the Court a written election to opt-out duly signed by the Class Member containing the following information:
- a) The court docket number for the Class Action;
 - b) The Class Member's full name, current address and telephone number;
 - c) A statement to the affect that the person wishes to opt-out from the Class Action;
25. A Class Member who desires to exercise his right to opt-out of the Class Action must obligatorily send his written election to opt-out to the following address:

Clerk of the Superior Court of Quebec
MONTRÉAL COURT HOUSE
1 Notre-Dame Street East
Suite 1.120
Montreal (Quebec) H2Y 185
Court docket: 500-06-000791-166

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26. The Class Members who will not have exercised the right to opt-out of the Class Action in accordance with the foregoing before the Opt-Out Deadline will be bound by the Settlement Agreement following its approval by the Court and by any subsequent judgment or order of the Court in furtherance of the Settlement Agreement, if any.
27. This Settlement Agreement or any act performed or document executed pursuant to or in furtherance of the Settlement Agreement is not or may not be deemed, construed or interpreted as a renunciation or a waiver by MII of any right or ground of defence against any action, causes of action, suits, recourses, proceedings of whatever kind of a person that has opted-out of the Class Action.

VI. APPROVAL OF THE SETTLEMENT AGREEMENT

28. No later than 15 days before the Approval Hearing, Counsel for the Applicants will file in the court docket for the Class Action an Application for Approval of the Settlement Agreement, which Application must be satisfactory to Counsel for MII.
29. The Application for Approval of the Settlement Agreement must be served by Counsel for the Applicants upon the Fonds in accordance with the Code of Civil Procedure, the Act respecting the Fonds d'aide aux actions collectives and the Rules of practice of the Superior Court of Québec in Civil Matters in a timely fashion before the Approval Hearing.
30. The Approval Hearing shall be held upon the date set out in the Notice to Class Members.
31. During the Approval Hearing, Class Members will have the right to present their arguments, if any, to the Court with respect to the Settlement Agreement in accordance with Article 590 of the Code of Civil Procedure.
32. In the event that the Court refuses to grant the Application for Approval of the Settlement Agreement or refuses to approve the Settlement Agreement, the Settlement Agreement will become null and void and shall be deemed to have never existed and will not create any rights or obligations in favour of, or in any manner operate to prejudice the rights or obligations of, the Applicants, the Class Members or MII and may not be used as evidence, in whole or in part, in any other proceedings with respect to the matters attempted to be settled hereby.

VII. NON-APPROVAL OR TERMINATION OF THE SETTLEMENT AGREEMENT

33. In the event of the non-approval or a termination of the Settlement Agreement in accordance with paragraphs 4, 15, 22 or 32 of the Settlement Agreement, any Judgment authorizing the Class Action against MII for the purpose of the Settlement Agreement, any judgment approving the Settlement Agreement and the present Settlement Agreement shall be set aside and declared null and void

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and of no force or effect and the Applicants, Applicants Counsel, Class Members or any third party shall be estopped and barred from asserting otherwise.

34. In the event of the non-approval or a termination of the Settlement Agreement in accordance with paragraphs 4, 15, 22 or 32 of the Settlement Agreement, the authorization of the Class Action against MII, including the definition of the Class Members and the common issues pertaining to the Class Action, shall be without prejudice to any position that the Applicants and MII may later take on any issue in the Class Action or any other litigation, if any.
35. Applicants and MII expressly reserve all of their respective rights if this Settlement Agreement is not approved by the Court or is terminated in accordance with paragraphs 4, 15, 22, 32, 33 and 34 of the Settlement Agreement, and Applicants expressly acknowledge that they will not, in any way whatsoever, attempt to use the fact or existence of this Settlement Agreement as any form of admission whatsoever, including as an admission of liability, wrongdoing, or otherwise, of MII.

VIII. EXTRAJUDICIAL FEES AND LEGAL DISBURSEMENTS OF APPLICANTS COUNSEL

36. Within ten (10) business days of the Effective Date, MII shall pay directly to Applicants Counsel (i) the amount of (CAD) seventy-five thousand dollars (\$75,000.00) plus applicable taxes, representing the extrajudicial fees with respect of the conduct of the Class Action and all services rendered in this regard (ii) the cost of the Court stamp(s) and bailiffs' service with respect to the class action proceedings, up to a maximum of (CAD) two thousand dollars (\$2,000.00). Defence Counsel shall confirm to the Court at the Approval Hearings that they believe the Class Counsel fees and disbursements to be fair, reasonable and appropriate.
37. Except for what is expressly provided in the Settlement Agreement, MII shall have no obligation whatsoever and shall not be liable for any fees, disbursements or taxes, of any kind, of any of Applicants or Counsel for Applicants' experts, lawyers, advisors, agents or representatives.
38. Notwithstanding paragraph 4 of the Settlement Agreement, the refusal by the Court to approve the payment of the Applicants' Counsel fees and/disbursements or the diminution of any amount to be paid to both the latter in this regard by the Court shall not be a ground of termination of the Settlement Agreement, which will remain valid and in force and effect notwithstanding any modification to paragraph 37 of the Settlement Agreement.

IX. APPLICANTS' FEES

39. Upon the Effective Date, as reimbursement of their time and disbursements incurred in the conduct of the Class Action, MII shall pay to each of the two (2)

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Applicants, by way of two separate certified cheques, an amount of (CAD) three thousand five hundred dollars (\$3,500.00) each.

40. The two (2) certified cheques shall be delivered to the office of the Applicants Counsel who will, at the exclusion of MII, be responsible to complete the required remittance to the Applicants.

X. RELEASE AND DISCHARGE

41. Upon the Effective Date and in sole consideration of the payment of the donations to Charitable Organisations by MII, Applicants personally and on behalf of Class Members, grant the Release and Discharge to MII, its former and current officers, directors, mandatories, insurers, representatives, employees, holding companies, subsidiaries, parent corporations and affiliates.

XI. NO PREJUDICE, NO ADMISSION, NO EVIDENCE

42. The Settlement Agreement is entered into by MII without any admission whatsoever, including any admission of wrong doing, and on a without prejudice basis, and for the sole purpose of avoiding further judicial proceedings, and the trouble, inconvenience, nuisance and costs related thereto.
43. The Settlement Agreement or any act performed or document executed pursuant to or in furtherance of the Settlement Agreement is not or may not be deemed, construed or interpreted to be and shall not be used as an admission of any violation of any law, or of any wrongdoing or liability by MII, or the truth or any of the claims or allegations contained in the Class Action or the exhibits in its support.
44. The Settlement Agreement or any act performed or document executed pursuant to or in furtherance of the Settlement Agreement is not or may not be deemed, construed or interpreted to be and shall not be used as an admission by MII that the claims or allegations contained in the Class Action or the exhibits in its support caused any harm to the Class Members or anyone else.
45. The Settlement Agreement or any act performed or document executed pursuant to or in furtherance of the Settlement Agreement shall not be referred to, offered as evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement or by a court of justice having jurisdiction over the matter it is seized in this regard.

XII. FINAL PROVISIONS

46. The Settlement Agreement constitutes the entire agreement between the Applicants and MII and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in

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Convection herewith. None of the Applicants and MII will be bound by any prior obligations, conditions or representations with respect to the subject matter of the Settlement Agreement, unless expressly incorporated herein.

47. Unless otherwise provided in the Settlement Agreement, the Settlement Agreement must be considered as whole and indivisible and all and each of its provisions are intrinsically linked and dependent on each other.
48. The Settlement Agreement may not be modified or amended except in writing and on consent of the Applicants and MII, and any such modification or amendment must be approved by the Court should they occur after the publication of the Notice to the Class Members.
49. The Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws applicable within the Province of Quebec.
50. The Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or a scanned signature shall be deemed an original signature for the purposes of executing this Settlement Agreement.
51. Applicants and MII acknowledge that they have required and agreed that this Settlement Agreement be drafted in English. *Les Demandeurs et MII reconnaissent avoir requis et consenti à ce que la présente Convention de Transaction soit rédigée en anglais.*
52. The Settlement Agreement constitutes a transaction within the meaning of Articles 2631 and following of the *Civil Code of Quebec*.
53. Any costs to be incurred in connection to the Settlement Agreement that have not been expressly stipulated in the Settlement Agreement, if any, shall be supported by the party that incurred such costs and the reimbursement of such costs may not be claimed against any other party.
54. In case of discrepancies between the Notice to the Class Members and the Settlement Agreement, the Settlement Agreement shall prevail.
55. Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.
56. Where the Settlement Agreement or an act to be executed in its furtherance requires a party to provide a notice or any other communication or document to another party and unless otherwise provided in this Settlement Agreement, such notice, communication or document shall be provided by email, facsimile or courier to the representatives for the party to whom notice is being provided, as identified below:

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To Applicants Counsel:
Mr. Joey Zukran
LPC AVOCAT INC.
5800, boul. Cavendish
Suite 411
Montreal (Quebec) H4W 2T5
Phone: 514 379-1572
Fax: 514 221-4441
Email: jzukran@lpclex.com

To Counsel for MII:
Mr. Gary Rosen and
Mr. Marc Beauchemin
DE GRANDPRÉ CHAIT, L.L.P.
1000, de la Gauchetière Street West
Suite 2900
Montreal (Quebec) H3B 4W5
Phone: 514 878-3219
Fax: 514 878-5719
Email: grosen@dgclcx.com
Email: mbeauchemin@dgclcx.com


WHEREFORE APPLICANTS, MII, COUNSEL FOR APPLICANTS AND COUNSEL FOR MII HAVE SIGNED:

Montreal, le 30 mai, 2017



OSHRAT HALFON
Applicant

Montreal, le 30 mai, 2017



GABRIEL MALKA
Applicant

Montreal, le 30 mai, 2017



LPC AVOCAT INC.
Lawyer for Applicants

Montreal, Jun 5, 2017



MOOSE INTERNATIONAL INC.
By:

Montreal, June 2th, 2017



DE GRANDPRÉ CHAIT S.E.N.C.R.L./LLP
Lawyers for Respondent

OFFICIAL COURT NOTICE

If, prior to March 31st, 2017, you purchased a clothing item bearing a Moose Knuckles® trademark and stated to be “Made in Canada”, your rights could be affected by this notice

A proposed settlement of a class action lawsuit against Moose International Inc. (“Moose Knuckles”), regarding the “Made in Canada” statement made with respect to certain clothing products it manufactured, has been reached.

The class action, brought in the judicial district of Montreal (Québec) in Canada, was authorized by the Québec Superior Court on XXX 2017 for the sole purposes of settlement.

Does this settlement concern you?

No matter where you live in the world, you are a class member if, prior to March 31st, 2017, you purchased a clothing item bearing a Moose Knuckles® trademark on which the statement “Made in Canada” appears.

Who gets what?

According to the proposed settlement, there will be no payment or distribution of any kind to any class member.

Moose Knuckles will donate, over a period of 2 years, a total of \$250,000.00 in retail value of fall/winter outerwear to charitable organisations identified in the proposed settlement agreement and will pay various costs.

What if You Don’t Like the Settlement?

You may Object. If you object to the settlement, you may write to the court and advise why the settlement should not be approved. The objection deadline is **XXX, 2017.**

You may Opt Out. If you want to retain the rights you may have against Moose Knuckles in respect of your personal claims which may be covered by the class action, you must opt out of the class action. The opt out deadline is **XXX, 2017.**

What if you don’t Opt Out ?

You will forfeit all your personal claims that may exist and which are allegedly covered by the class action.

What Happens Next?

The court will hold a hearing to decide whether to approve the settlement. You may appear and you may ask to speak. You may attend the hearing in Montréal on **XXX, 2017.**

Get more information in a Detailed Notice available by visiting the following website:

www.lpclex.com

OFFICIAL COURT NOTICE

If, prior to March 31st, 2017, you purchased a clothing item bearing a Moose Knuckles® trademark and stated to be “Made in Canada”, your rights could be affected by this notice

- A proposed settlement has been reached in a class action lawsuit against Moose International Inc. (“Moose Knuckles”) regarding the “Made in Canada” statement appearing on clothing products bearing the Moose Knuckles® trademark purchased anywhere in the world prior to March 31st, 2017.
- Pursuant to the settlement: (i) Moose Knuckles will donate, over a period of 2 years, a total of \$250,000.00 in retail value of fall/winter outerwear to charitable organisations identified in the proposed settlement agreement and will pay various costs; and (ii) there will be no payment or distribution of any kind to any class member.
- Your legal rights might be affected by the settlement. Read this notice carefully.

YOUR LEGAL RIGHTS PURSUANT TO THIS SETTLEMENT:	
OPT OUT	The only option if you don't want to forfeit any of your personal claims that may exist and which are allegedly covered by the class action.
OBJECT	Advise the court if you do not like the settlement.
GO TO A HEARING	Hear the court consider whether to approve the settlement.
DO NOTHING	Give up rights you may have against Moose Knuckles

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.

The court in charge of this case must decide whether to approve the settlement.

Schedule B

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

Explains the class action and why there is a settlement.

CLASS MEMBERSHIP

Lets you understand whether you are in the class.

DONATIONS

Explains what the charitable donations by Moose Knuckles consist of.

OPTING OUT OF THE CLASS

Explains how and why you might wish to exclude yourself from the class.

THE LAWYERS

Tells about the lawyers representing the class and how they will be paid.

OBJECTING TO THE SETTLEMENT

Explains how to tell the court why you think the settlement should not be approved.

COURT APPROVAL

Describes how the court will decide whether to approve the settlement.

DOING NOTHING

Lets you know the effect of taking no action.

GETTING MORE INFORMATION

Tells you how and where to get more information.

BASIC INFORMATION

1. **Why was this notice issued?**

You have a right to know about a settlement that has been reached in a class action lawsuit brought by two (2) individuals (the "Applicants") against Moose International Inc. (the "Defendant" or "Moose Knuckles"). The settlement may affect you. This notice explains the lawsuit, the terms of the Settlement, and your legal rights.

2. **What is this lawsuit about?**

The Plaintiffs allege that the "Made in Canada" statement by the Defendant with respect to certain clothing products bearing the Moose Knuckles® trademark purchased anywhere in the world prior to March 31, 2017, is incorrect.

The Defendant asserts that its "Made in Canada" claim is true and was made in conformity with all federal and provincial laws and regulations (Canada), and that it is not liable whatsoever to any class members.

3. **Why is this lawsuit a class action?**

In a class action, individuals called "class representatives" sue on behalf of all individuals, who have a similar problem, called a class (or class members).

A class action allows the court to resolve the issues for everyone affected, except for those who choose to exclude themselves from the class (opt out).

4. **Why is there a settlement?**

The court will not decide in favor of the Applicants or the Defendant. There will be no trial. Instead, both sides agreed to a settlement. The Applicants and their lawyers think the settlement is best for the whole class, so they are asking the court to approve it.

CLASS MEMBERSHIP

To see if this concerns you, you must first determine whether you are in the class or are a class member.

5. **How do I know if I am in the class or am a class member?**

You are a class member if you:

- (a) Purchased a clothing product bearing the Moose Knuckles® trademark; AND
- (b) A "Made in Canada" statement appears on the clothing item you bought; AND
- (c) The purchase occurred prior to March 31st, 2017.

Schedule B

6. Are there exceptions to class membership?

You are NOT a class member if:

- (a) The clothing product you purchased did not bear the Moose Knuckles® trademark; OR
- (b) A "Made in Canada" statement does not appear on the clothing item you bought; OR
- (c) You purchased the clothing item after March 31st, 2017.

7. I'm still not sure if I'm included.

If you are not sure whether you are included, the official "class definition" is at www.lpclex.com.

SETTLEMENT BENEFITS

8. What does the Settlement provide?

The Defendant will:

- (a) Donate, over a period of 2 years, a total of \$250,000.00 in retail value of fall/winter outerwear to charitable organisations identified in the proposed settlement agreement;
- (b) Pay the extrajudicial fees, and some legal disbursements to the Applicants' legal counsel;
- (c) Reimburse the Applicants for their time and personal disbursements incurred in the conduct of the class action.

According to the settlement, and subject to the amount being paid to the Applicants to reimburse them for their time and disbursements, the Defendant will not make a payment or a distribution of any kind to any class member.

A copy of the proposed settlement agreement (in full) is available at the www.lpclex.com. It explains in detail the terms of the settlement.

OPTING OUT OF THE CLASS

If you don't want the claims you may have, and which are covered by the class action, extinguished by the effect of the release contained in the settlement, then you must take steps to exclude yourself. This is called "opting out".

It is important to know that opting out is not a guarantee you will get anything more. The settlement contains several declarations by the Defendant denying any liability whatsoever for the claims covered by the class action and that it has a valid defense against these claims that it intends to mount if the settlement is not approved, or if any class members opt out and decide to litigate personally.

QUESTIONS? VISIT WWW.LPCLEX.COM

Schedule B

9. What happens if I opt out?

If you opt out:

- (a) You will not be bound by anything decided by the class action;
- (b) You will keep any right you may have against the Defendant; and
- (c) You may not object to the settlement.

10. What happens if I do NOT opt out?

If you do NOT opt out:

- (a) You may object to the settlement;
- (b) You will be bound by all the court orders in the class action; and
- (c) You give up rights to sue the Defendant for the alleged claims covered by the class action.

If you do not opt out and if the settlement is approved, you will be releasing the Defendant for all the claims covered by the class action. You can visit www.lpclex.com if you have any questions about the legal terminology.

11. How do I opt out of the Class?

You must send a signed letter stating that you are class member and that you wish to opt out. You must mail your opt out request postmarked by **XXX, 2017**, to:

Clerk of the Superior Court of Quebec
MONTRÉAL COURT HOUSE
1, Notre-Dame Street East
Suite 1.120
Montreal (Quebec) H2Y 1R5
Court docket: 500-06-000791-166

THE LAWYERS

12. Do I have a lawyer in this case?

Yes. L.P.C. Avocat Inc. represents the class members.

Their contact information is the following:

Mtre Joey Zukran
LPC AVOCAT INC.
5800, boul. Cavendish, Suite 411
Montreal (Quebec) H4W 2T5
Phone: 514 379-1572
Fax: 514 221-4441

QUESTIONS? VISIT WWW.LPCLEX.COM

Schedule B

Email: jzukran@lpclex.com

You will not be charged any money by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

The Defendant has agreed to pay the lawyers of the class (i) a pre-determined amount representing the extrajudicial fees with respect of the conduct of the class action and all services rendered in this regard; and (ii) the cost of the court stamp(s) and bailiffs' service with respect to the class action proceedings, up to a pre-determined amount.

The Defendant will not pay any other fees or disbursements.

OBJECTING TO THE SETTLEMENT

You can tell the court that you don't agree with the settlement or to any part of it.

14. How do I tell the court if I disagree with the Settlement?

If you have an objection, you must write to the court by **XXX, 2017**, at:

Clerk of the Superior Court of Quebec
MONTRÉAL COURT HOUSE
1, Notre-Dame Street East
Suite 1.120
Montreal (Quebec) H2Y 185
Court docket: 500-06--000791-166

A copy of the objection must also be sent to:

Mtre. Joey Zukran
LPC AVOCAT INC.
5800, boul. Cavendish
Suite 411
Montreal (Quebec) H4W 2T5
Phone: 514 379-1572
Fax: 514 221-4441
Email: jzukran@lpclex.com

Be sure to explain why you disagree with the settlement. Include your name, address, telephone number, and signature.

If you send an objection in writing, you are not obligated to visit the court. However, you may also be able to object by speaking at a court hearing. See "Court Approval" below.

15. Do I need a lawyer to object?

No. You can object without paying a lawyer. If you want to be represented by your own lawyer, you may hire one at your own expense.

QUESTIONS? VISIT WWW.LPCLEX.COM

COURT APPROVAL

The court will hold a hearing to consider whether to approve the settlement.

16. When and where will the court consider approving the settlement?

The court will hold a hearing to consider whether the settlement is acceptable. The hearing will be held at XXX a.m. on XXX, 2017 in courtroom XXX at 10 Notre-Dame Street East, Montréal, Québec, Canada. If there are objections, the court will consider them.

17. Do I have to come to the hearing?

No. The class lawyers will answer any questions the judge may have. But, you are welcome to come at your own expense. The hearing may be moved to a different date without additional notice, so it is a good idea to visit www.lpclex.com before you attend.

18. May I speak at a hearing?

You are welcome to attend the hearing and ask the court for permission to speak regarding the settlement. You may pay a lawyer to attend and speak for you, but it is not required.

19. How long will it take the court to make a decision regarding the settlement?

The court may decide to approve the settlement at the hearing, or it could take longer. If the court approves the settlement, it must allow time for any appeals. After that, the settlement becomes "final".

GETTING MORE INFORMATION

20. How do I get more information?

You can get a copy of the settlement agreement at www.lpclex.com . You may also email questions to the class counsel by writing to:

Mtre Joey Zukran
LPC AVOCAT INC.
5800, boul. Cavendish, Suite 411
Montreal (Quebec) H4W 2T5
Phone: 514 379-1572
Fax: 514 221-4441
Email: jzukran@lpclex.com

The official court reference for this lawsuit is:

No. 500-06-000791-166, Superior Court, District of Montréal, Province of Quebec

AUTORISÉ PAR LE TRIBUNAL

Si vous avez acheté, avant le 31 mars 2017, une pièce de vêtement de marque Moose Knuckles® comportant la mention « Fabriqué au Canada », vos droits pourraient être affectés par cet avis.

Il y a un règlement proposé d'une action collective instituée contre Moose International Inc. (« Moose Knuckles ») concernant la mention « Fabriqué au Canada » apparaissant sur certains vêtements fabriqués par cette dernière.

L'action collective instituée dans le district judiciaire de Montréal (Québec), au Canada, fut autorisée, uniquement aux fins de règlement, par jugement de la Cour supérieure rendu le XXX 2017.

Est-ce que ce règlement vous concerne?

Sans égard où vous vivez dans le monde, vous êtes un membre du groupe si, avant le 31 mars 2017, vous avez acheté un vêtement de marque Moose Knuckles® comportant la mention « Fabriqué au Canada ».

Qui obtient quoi?

En vertu du règlement proposé, il n'y aura aucun paiement ou remise aux membres du groupe.

Moose Knuckles donnera, sur une période de 2 ans, des vêtements ayant une valeur totale au détail de 250 000 \$ à des organismes de charité identifiés par l'entente de règlement projetée et procédera au paiement de certains frais.

Que pouvez-vous faire si vous n'êtes pas d'accord?

Vous pouvez contester le règlement.

Pour contester le règlement, vous devez écrire au tribunal qui supervise l'action collective et exposer succinctement vos motifs de contestation. La date limite pour contester le règlement est le XXX 2017.

Vous pouvez vous exclure du règlement.

Si vous désirez conserver les droits que vous pourriez avoir contre Moose Knuckles pour vos réclamations personnelles qui pourraient être visées par l'action collective, vous devez vous exclure. La date limite pour vous exclure est le XXX 2017.

Qu'arrivera-t-il si vous ne vous excluez pas?

Vous perdrez les droits personnels que vous pourriez avoir et qui seraient couverts par l'action collective.

Qu'arrivera-t-il ensuite?

Le tribunal tiendra une audience pour décider s'il doit approuver le règlement. Vous pouvez vous présenter et demander au tribunal de vous entendre. Vous pouvez assister à l'audience qui aura lieu à Montréal le XXX 2017.

Pour obtenir plus d'informations, consultez l'avis détaillé sur le site web :

www.lpclex.com

**AVIS D'ACTION COLLECTIVE
AUTORISÉE PAR LE TRIBUNAL**

Si vous avez acheté, avant le 31 mars 2017, une pièce de vêtement de marque Moose Knuckles® comportant la mention « Fabriqué au Canada », vos droits pourraient être affectés par cet avis

- Un règlement a été proposé dans l'action collective instituée contre Moose International Inc. concernant la mention « Fabriqué au Canada » apparaissant sur certains vêtements de marque Moose Knuckles® achetés partout dans le monde avant le 31 mars 2017.
- Selon l'entente de règlement : (i) Moose International Inc. donnera, sur une période de 2 ans, des vêtements ayant une valeur totale au détail de 250 000 \$ à des organismes de charité identifiés par l'entente de règlement et procédera au paiement de certains frais et (ii) il n'y aura aucun paiement ou remise aux membres du groupe.
- Le règlement peut avoir des conséquences sur vos droits. Veuillez lire attentivement le présent avis.

VOS DROITS RELATIVEMENT À CE RÈGLEMENT :	
VOUS EXCLURE	Si vous désirez conserver les droits que vous pourriez avoir contre Moose International Inc. pour vos réclamations personnelles qui pourraient être visées par l'action collective, vous devez vous exclure.
CONTESTER	Vous pouvez communiquer au tribunal les raisons pour lesquelles vous n'êtes pas en accord avec le règlement.
ASSISTER À UNE AUDIENCE	Vous pouvez assister à l'audience tenue par le tribunal pour approuver le règlement.
NE RIEN FAIRE	Vous renoncez aux droits couverts par l'action collective que vous pourriez avoir contre Moose International Inc.

- Ces droits — **et la date limite pour les exercer** — sont expliqués dans cet avis.

Le tribunal désigné pour entendre cette cause doit décider s'il approuve le règlement.

Schedule D

CONTENU DU PRÉSENT AVIS

INFORMATIONS DE BASE

Explications sur l'action collective et les raisons ayant mené au règlement

LES MEMBRES DU GROUPE

Pour savoir si vous êtes membre du groupe

DONATIONS

Explications en quoi consistent les donations par Moose international Inc.

S'EXCLURE

Explications sur la façon de s'exclure de l'action collective et sur les raisons qui pourraient justifier le fait de vous exclure

LES AVOCATS

Pour en savoir plus long sur les avocats qui représentent les membres du groupe et comment ils seront payés

OBJECTION AU RÈGLEMENT

Explications sur la marche à suivre pour communiquer au tribunal les objections que vous pourriez avoir quant à l'approbation du règlement

PROCESSUS D'APPROBATION PAR LE TRIBUNAL

Description du processus d'approbation du règlement par le tribunal

SI VOUS NE FAITES RIEN

Pour connaître ce qui arrivera si vous ne faites rien

OBTENIR PLUS D'INFORMATIONS

La marche à suivre pour obtenir plus d'informations

DES QUESTIONS?
VISITEZ : WWW.LPCLEX.COM

INFORMATIONS DE BASE

1. Pourquoi cet avis a-t-il été publié?

Un règlement est intervenu dans le cadre d'une action collective entreprise par deux (2) personnes (les « Demandeurs ») contre Moose International Inc. (le « Défendeur » ou « MII »). Ce règlement peut vous concerner. Cet avis explique le fonctionnement d'une action collective, qui est membre du groupe, le règlement lui-même et vos droits.

2. Quel est l'objet du recours?

Les Demandeurs prétendent que la mention « Fabriqué au Canada » apparaissant sur certaines pièces de vêtement de marque Moose Knuckles® fabriquées par MII et achetées partout dans le monde avant le 31 mars 2017, n'auraient pas dû être faites par MII.

MII prétend que la mention « Fabriqué au Canada » a été faite en conformité avec les lois et les règlements du Canada et de ses provinces et qu'elle n'est responsable de quoi que ce soit à l'égard des membres du groupe.

3. Pourquoi s'agit-il d'une action collective?

Dans une action collective, des personnes appelées « Représentants du Groupe » intentent un recours judiciaire au nom de tous ceux qui ont un problème identique et qu'on appelle le « Groupe » ou les « Membres du Groupe ». Une action collective permet au tribunal de régler la question en litige pour tous les Membres du Groupe, sauf ceux qui choisissent de s'en exclure.

4. Pourquoi un règlement?

Le tribunal ne rendra pas de jugement en faveur des Demandeurs ou de MII. Il n'y aura pas de procès. Les deux parties ont plutôt convenu d'un règlement. Les Représentants du Groupe et leurs avocats pensent que le règlement est la meilleure solution pour tout le Groupe. Ils ont donc demandé au tribunal de l'approuver.

LES MEMBRES DU GROUPE

Pour savoir si ce règlement vous concerne, vous devez d'abord déterminer si vous êtes Membre du Groupe.

5. Comment savoir si je suis Membre du Groupe?

Vous êtes Membre du Groupe si :

- a) vous avez acheté une pièce de vêtement portant la marque de commerce Moose Knuckles®; ET
- b) la pièce de vêtement que vous avez achetée comporte la mention « Fabriqué au Canada » ou « Made in Canada »; ET
- c) l'achat de la pièce de vêtement a eu lieu avant le 31 mars 2017.

Schedule D

6. Qui n'est pas Membre du Groupe?

Vous n'êtes PAS membre du groupe si :

- a) la pièce de vêtement que vous avez achetée ne porte pas la marque de commerce Moose Knuckles®; OU
- b) la pièce de vêtement que vous avez achetée ne comporte pas la mention « Fabriqué au Canada » ou « Made in Canada »; OU
- c) l'achat de la pièce de vêtement n'a pas eu lieu avant le 31 mars 2017.

7. Je ne suis toujours pas certain d'être membre du groupe.

Si vous n'êtes toujours pas certain d'être membre du groupe, vous pouvez consulter la définition du Groupe à www.lpclex.com.

CE QUE LE RÈGLEMENT VOUS ACCORDE

8. Qu'est-ce que le règlement prévoit?

MII s'engage à :

- a) donner, sur une période de 2 ans, des vêtements ayant une valeur totale au détail de 250 000 \$ à des organismes de charité identifiés par l'entente de règlement projetée;
- b) payer les honoraires extrajudiciaires ainsi que certains déboursés judiciaires de l'avocat des Demandeurs; et
- c) payer aux Demandeurs une indemnité afin de les compenser pour le temps consacré à l'action collective et pour leurs débours personnels.

Sous réserve des termes et conditions de l'entente de règlement et sujet à l'indemnité payable aux Demandeurs afin de les compenser pour le temps consacré à l'action collective et pour leurs débours personnels, MII ne fera aucun paiement ou remise aux Membres du Groupe.

L'entente de règlement est disponible sur le site www.lpclex.com. Elle explique en détail les termes et conditions du règlement.

S'EXCLURE

Si vous ne désirez pas que les droits auxquels vous pourriez prétendre contre MII, et qui seraient visés par l'action collective, soient éteints par l'effet de la quittance contenue au règlement, vous devez alors vous exclure du groupe.

Il est important de noter que le fait de s'exclure ne vous assure pas d'obtenir plus. L'entente de règlement comporte des déclarations de la part de MII à l'effet qu'elle nie toute responsabilité pour les réclamations qui seraient couvertes par l'action collective et qu'elle a une défense valable à faire valoir à l'encontre de chaque réclamation, défense qu'elle entend faire valoir si

DES QUESTIONS?
VISITEZ : WWW.LPCLEX.COM

Schedule D

l'entente de règlement n'est pas approuvée ou si des Membres du Groupe s'excluent et décident personnellement de poursuivre MII.

9. Qu'est-ce qui arrive si je m'exclus?

Si vous vous excluez :

- a) vous ne serez pas lié par ce qui pourrait arriver dans le cadre de l'action collective;
- b) vous conserverez les droits que vous pourriez avoir contre MII; et
- c) vous ne pourrez pas vous objecter au règlement.

10. Qu'est-ce qui arrive si je ne m'exclus PAS?

Si vous ne vous excluez PAS :

- a) vous pourrez vous objecter au règlement;
- b) vous serez lié par toutes les ordonnances rendues par le tribunal dans le cadre de l'action collective; et
- c) vous renoncerez à votre droit de poursuivre MII pour les réclamations qui seraient couvertes par l'action collective.

Si vous ne vous excluez pas et que le règlement est approuvé, vous libérerez MII de toutes réclamations couvertes par l'action collective. Pour toute question à ce propos, visitez www.lpclex.com.

11. Comment m'exclure du groupe?

Vous devez faire parvenir une lettre signée dans laquelle vous déclarez être Membre du Groupe et vouloir vous exclure. Vous devez poster cette lettre au plus tard le **XXX 2017**, le cachet de la poste en faisant foi, à :

GREFFIER DE LA COUR SUPÉRIEURE DU QUÉBEC
Palais de justice de Montréal
1, rue Notre-Dame Est
Bureau 1.120
Montréal (Québec) H2Y 185
Dossier numéro : 500-06-000791-166

LES AVOCATS

12. Est-ce que je suis représenté par un avocat dans cette affaire?

Oui. LPC Avocat Inc. représente les Membres du Groupe.

Leurs coordonnées sont les suivantes :

DES QUESTIONS?
VISITEZ : WWW.LPCLEX.COM

Me Joey Zukran
LPC AVOCAT INC.
5800, boulevard Cavendish
Bureau 411
Montréal (Québec) H4W 2T5
Tél. : 514 379-1572
Fax : 514 221-4441
Courriel : jzukran@lpclex.com

Ces avocats ne vous factureront rien. Si vous désirez être représenté par votre propre avocat, vous pouvez le faire à vos frais.

13. Comment les avocats seront-ils payés?

MII a accepté de payer aux avocats des Demandeurs (i) une somme maximale prédéterminée à titre d'honoraires extrajudiciaires liés à la conduite de l'action collective et couvrant tous leurs services rendus à cet égard et (ii) le coût des timbres judiciaires et des frais d'huissiers reliés à l'action collective, jusqu'à une somme maximale prédéterminée.

MII ne paiera aucune autre somme à titre d'honoraires ou de déboursés.

OBJECTION AU RÈGLEMENT

Vous pouvez communiquer au tribunal que vous vous objectez, en tout ou en partie, au règlement.

14. Comment puis-je dire au tribunal que je m'objecte au règlement?

Si vous avez une objection, vous devez écrire à :

GREFFIER DE LA COUR SUPÉRIEURE DU QUÉBEC
Palais de justice de Montréal
1, rue Notre-Dame Est
Bureau 1.120
Montréal (Québec) H2Y 185
Dossier numéro : 500-06-000791-166

Copie de votre objection doit également être transmise à :

Me Joey Zukran
LPC AVOCAT INC.
5800, boulevard Cavendish
Bureau 411
Montréal (Québec) H4W 2T5
Tél. : 514 379-1572
Fax : 514 221-4441
Courriel : jzukran@lpclex.com

Prenez soin d'expliquer pourquoi vous n'êtes pas d'accord avec ce règlement. Inscrivez vos nom, adresse, numéro de téléphone et signature.

DES QUESTIONS?
VISITEZ : WWW.LPCLEX.COM

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Si vous envoyez votre objection par écrit, vous n'avez pas besoin de vous présenter à l'audience devant le tribunal pour expliquer pourquoi vous n'êtes pas d'accord avec le règlement. Cependant, vous pouvez aussi demander à être entendu par le tribunal et vous présenter à l'audience. Voir section « *Processus d'approbation par le tribunal* » ci-dessous.

15. **Ai-je besoin d'un avocat pour m'objecter?**

Non. Vous pouvez vous objecter sans être représenté par un avocat. Si vous désirez être représenté par un avocat, vous pouvez retenir ses services à vos frais.

PROCESSUS D'APPROBATION PAR LE TRIBUNAL

Le tribunal tiendra une audience pour juger s'il doit ou non approuver le règlement.

16. **Quand et où le tribunal rendra-t-il un jugement au sujet du règlement?**

Le tribunal tiendra une audience pour juger si le règlement est dans l'intérêt des Membres. L'audience aura lieu à 9 h 30, le **XXX 2017**, dans la salle d'audience XXX au 10, rue Notre-Dame Est, Montréal, Québec, Canada. S'il y a des objections, le tribunal les prendra en considération.

17. **Dois-je me présenter à l'audience?**

Non. Les avocats des Demandeurs répondront à toutes les questions du juge. Mais vous êtes le bienvenu et pouvez venir à vos frais. La date de l'audience peut être changée sans autre avis. Avant de vous présenter, il est préférable de vérifier si l'audience aura bien lieu le jour convenu à www.lpclex.com.

18. **Puis-je m'exprimer lors d'une audience?**

Vous pouvez vous présenter à l'audience et demander au tribunal d'être autorisé à faire vos représentations quant au règlement. Vous pouvez aussi demander à un avocat de vous représenter, mais ce n'est pas obligatoire.

19. **Combien de temps faudra-t-il au tribunal pour rendre un jugement?**

Le tribunal peut décider d'approuver le règlement au moment de l'audience ou plus tard. S'il approuve le règlement, il faut prévoir un délai au cas où le jugement serait porté en appel. Après toutes ces étapes, le règlement devient « final ».

OBTENIR PLUS D'INFORMATIONS

20. **Comment puis-je obtenir plus d'informations?**

Vous pouvez obtenir une copie de l'entente de règlement au www.lpclex.com. Si vous avez des questions, vous pouvez aussi écrire au cabinet d'avocats des Demandeurs au :

Me Joey Zukran
LPC AVOCAT INC.
5800, boulevard Cavendish
Bureau 411

DES QUESTIONS?
VISITEZ : WWW.LPCLEX.COM

Schedule D

Montréal (Québec) H4W 2T5
Tél. : 514 379-1572
Fax : 514 221-4441
Courriel : izukran@lpclex.com

La référence de ce dossier d'action collective est :

No. 500-06-000791-166, Cour supérieure, district de Montréal, province de Québec

DES QUESTIONS?
VISITEZ : WWW.LPCLEX.COM