

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL**

**SUPERIOR COURT
(Class Action)**

No: 500-06-001112-206

FAY LEUNG

Plaintiff

v.

**DOORDASH TECHNOLOGIES CANADA
INC.**

Defendant

SETTLEMENT AGREEMENT

I. PREAMBLE

WHEREAS on December 21, 2020 Plaintiff filed an *Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff* against Defendant before the Court, seeking permission to institute a class action on behalf of the following class:

[Unofficial English translation] All persons residing in Québec who made a transaction on the DoorDash mobile application or on the website www.doordash.com belonging to the Defendant and who paid a higher price than that advertised;

WHEREAS the Plaintiff alleges that the Defendant violated Articles 12, 219, 224 c) and 228 of the *Consumer Protection Act* (the “**CPA**”) by its alleged failure to sufficiently disclose certain charges, namely small order fees and service fees.

WHEREAS on January 6, 2021, the Defendant filed an *Answer to Summons* stating its intention to defend against the Application for Authorization;

WHEREAS on April 12, 2021, the Defendant filed an Application for Leave to Adduce Relevant Evidence;

WHEREAS on May 20, 2021, the Court granted partially the Defendant’s Application.

WHEREAS the Defendant denies any wrongdoing of any kind and all liability for monetary compensation or reparation in kind to the purported Class Members, and opposes the authorization of the Class Action;

WHEREAS the Parties consider that the continuation of the Class Action would give rise to substantial costs and delays, including the possibility of appeals, and they acknowledge the significant challenges, expenses and risks associated with protracted litigation;

WHEREAS the Plaintiff representing all Class Members and the Defendant have agreed to enter into a binding settlement in order to achieve a full and final resolution of the Class Action and all claims or causes of action arising out of the display of prices and fees on the DoorDash Canada Platform as set forth below, taking into account the uncertainty, risk, delay and costs inherent to litigation;

WHEREAS the Parties have conducted negotiations aimed at reaching a settlement of the Class Action and all claims or causes of action arising out of the display of prices and fees on the DoorDash Canada Platform as set forth below, and anticipate that the contemplated settlement will afford significant benefits to the Class Members, that it will be just, reasonable and appropriate, and that it will be in the Class Members' best interest;

WHEREAS this settlement and Court approval thereof does not constitute any admission of liability on the part of the Defendant or an acknowledgement by the Defendant that any damages were caused to Class Members;

WHEREAS for the purpose of settlement only and contingent on approvals by the Court as provided for in this Settlement Agreement, the Defendant will not oppose authorization of the Class Action;

IN CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:

II. DEFINITIONS

The following terms are defined for the purposes of this Settlement Agreement only, including the Schedules:

- a) **"Account"** means the DoorDash Canada account of a Class Member, which is linked to such Class Member's email address;
- b) **"Application"** means, collectively all DoorDash Canada applications, and application program interfaces;
- c) **"Application for Authorization"** means the *Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff* file by the Plaintiff on December 21, 2020 against the Defendant in Court file 500-06-001112-206;
- d) **"Approval Order"** means the order of the Court approving this Settlement Agreement;

- e) **"Bounce Back"** means an email that is returned to the sender because it cannot be delivered for some reason;
- f) **"Charges"** means all applicable fees paid by Class Members with respect to each transaction, including small order fees and service fees, excluding taxes;
- g) **"Class"** means the group defined as follows:

Toutes les personnes résidant au Québec qui ont effectué une transaction sur l'application mobile DoorDash ou sur le site internet www.doordash.com de la défenderesse entre le 14 août 2019 et la date de l'Ordonnance de Préapprobation et qui ont payé un frais de service et/ou un frais pour petite commande;

All persons residing in Québec who made a transaction on the DoorDash mobile application or on the website www.doordash.com belonging to the Defendant between August 14, 2019 and the date of the Pre-Approval Order and who paid a service fee and/or small order fee;
- h) **"Class Action"** means the legal proceedings in *Fay Leung v. DoorDash Technologies Canada Inc.* (Court File: 500-06-001112-206), pending before the Court;
- i) **"Class Counsel"** means the law firm Lambert Avocat Inc.;
- j) **"Class Counsel Fees"** means the amounts representing all fees and disbursements payable to Class Counsel pursuant to paragraph 34 of the Settlement Agreement;
- k) **"Class Member"** means a member of the Class that did not exclude himself, herself or itself in accordance with the provisions of article 580 of the *Code of Civil Procedure*;
- l) **"Class Period"** refers to the period from August 14, 2019 until the date of the Pre-Approval Order;
- m) **"Counsel for Defendant"** means Osler, Hoskin & Harcourt LLP;
- n) **"Court"** means the Superior Court of Québec sitting in the District of Montréal;
- o) **"Credit"** or **"Redeemable Credit"** means an account credit to be used as a means of payment for an Order on the DoorDash Canada Platform in the form of a non-transferable, non-refundable, and non-cash convertible credit of a value of \$1.50 Canadian dollars, applied to the Accounts of the Credit Eligible Members pursuant to the Settlement Agreement, and redeemable at check-out. A Credit expires if Credit Eligible Member voluntarily deletes or deactivates

their Account after the issuance of the Credit without having redeemed the Credit;

- p) **“Credit Eligible Member”** means a Class Member that satisfies the following criteria:
 - A. He/she is a Quebec Resident;
 - B. He/she used the DoorDash Canada Platform at least once between August 14, 2019 and March 31, 2021 for the purpose of placing an order with delivery to an address situated in the Province of Québec and who was charged a Service Fee during that same period;
 - C. He/she has not exercised a Right of Exclusion;
 - D. He/she must have an active Account at the time of Credit issuance and he/she must not have voluntarily deleted or deactivated his/her account or have been suspended or removed from the DoorDash Canada Platform due to a violation of DoorDash Terms and Conditions - Canada.
- q) **“Defendant”** or **“DoorDash Canada”** means DoorDash Technologies Canada Inc.;
- r) **“DoorDash Canada Platform”** means collectively the Site, Application and DoorDash Canada Services;
- s) **“DoorDash Services”** means all services associated with the Site and the Application;
- t) **“Exclusion Period”** means a period of thirty (30) days following communication and publication of the Notice, during which time the Class Members may exclude themselves from the Class and the Settlement Agreement. If the Exclusion Period ends on a Saturday or a non-judicial day, such period may be extended until midnight of the next following judicial day;
- u) **“Exclusion Procedure”** means the procedure for exercising the Right of Exclusion pursuant to the terms and conditions set out in paragraphs 12-14 of the Settlement Agreement;
- v) **“Final”** means, when used in relation to a judgment or order, the time at which said judgment or order has been entered and all rights of appeal therefrom have been exhausted, such that the judgment or order has acquired the status of *res judicata*;

- w) **"Litigation"** means the legal proceedings in Fay Leung v. DoorDash Technologies Canada Inc. (Court File: 500-06-001112-206), pending before the Court;
- x) **"Notice"** means the notice advising the Class Members of the hearing of the Approval Order (Schedule "A" (English) and Schedule "B" (French) hereto);
- y) **"Parties"** means, collectively, the Plaintiff and the Defendant;
- z) **"Plaintiff"** means Fay Leung;
- aa) **"Pre-Approval Order"** means the order of the Court approving the Notice and authorizing the class action proposed in the Application for Authorization for the sole purpose of settlement;
- bb) **"Released Claims"** means any and all claims, demands, rights, liabilities, and causes of action of any nature whatsoever, known or unknown, matured or un-matured, at law, whether in delict, contract or under any other right at law, existing under federal or provincial law, that either of the Plaintiff, or any Class Member, has or may have against the Released Persons arising out of or in any way related to the claims asserted in the Litigation, including, for greater certainty any and all claims in respect of any and all Charges paid by the Class Members to the Defendants during the Class Period;
- cc) **"Released Persons"** means DoorDash Technologies Canada Inc. and its past and present partners, affiliates and predecessors, successors, assigns, parents, subsidiaries, insurers, officers, directors and employees;
- dd) **"Right of Exclusion"** means the right of a Class Member to exclude himself or herself from the Settlement Agreement pursuant to the terms and conditions set out in paragraphs 12-14 of the Settlement Agreement;
- ee) **"Schedules"** means all of the documents that the Parties have attached to the Settlement Agreement and that are identified at paragraph 42 together with any other document that the Parties may attach hereto with the Court's approval. The Parties may, without the Court's authorization, make amendments to the form and the content of the Schedules, provided such amendments comply with the provisions of the Settlement Agreement;
- ff) **"Service Fee"** means a fee calculated on a percentage basis according to the final sub-total of a given transaction on the Application;

- gg) **“Settlement Agreement”** means this settlement agreement, including the Schedules and subsequent amendments thereto, together with any other subsequent agreement that the Parties may see fit to add hereto and subject to the Court’s approval;
- hh) **“Site”** means the DoorDash Canada web platform;
- ii) **“Small Order Fee”** means a fee applicable to each transaction on the DoorDash Canada Platform with a subtotal below \$12.
- jj) **“Transaction”** means each order placed by a consumer on the DoorDash Canada Platform.

III. SCOPE AND EXTENT OF THE TRANSACTION

1. The Preamble and Definitions form an integral part of this Settlement Agreement.
2. The Settlement is conditional upon the Court approving it in its entirety, with the exception of paragraph 34, failing which the Settlement Agreement will be null and void and will not give rise to any right or obligation in favour of the Parties and/or the Class Members; the Parties will be restored to their respective positions in the Litigation before the Settlement Agreement was executed, unless all Parties agree to waive any variation of the Settlement Agreement that might be imposed by the Court.
3. Whether or not this Settlement Agreement is terminated or approved, the Defendant denies the material factual allegations and legal claims asserted in the Application for Authorization, including any and all allegations of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged in the Application for Authorization.
4. Nonetheless, the Defendant has concluded that further conduct of the Litigation and associated costs would be disproportionate with the amount of the claims at issue and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.
5. Neither the Settlement Agreement, nor anything contained herein, nor any of the negotiations or proceedings connected with it, nor any related document, nor any other action taken to carry out the Settlement Agreement shall be interpreted as a concession or admission of wrongdoing or liability by the Defendant nor be referred to, offered as evidence or received in evidence in any action or proceeding, except in a proceeding to authorize the Class Action, approve or enforce this Settlement Agreement or to defend against the assertion of Released Claims, or as otherwise required by law.

IV. PROCEDURE FOR PRE-APPROVAL OF THE SETTLEMENT AGREEMENT

6. Within fifteen (15) days of the execution of this Settlement Agreement, Class Counsel will apply to the Court for the Pre-Approval Order, presentable at a date to be set by the Court in January 2022.
7. The Defendant consents to the authorization of the Class Action for settlement purposes only. The Parties agree that the authorized class action, subject to the Court's approval, will be based solely on the following common issue:

Did the Defendant violate section 224(c) of the CPA and, if so, what is the appropriate remedy?
8. At the hearing of the Pre-Approval Order, Class Counsel and Counsel for the Defendant will make joint representations to the Court with a view to obtaining the Pre-Approval Order and authorizing dissemination of the Notice.
9. Within thirty-five (35) days after the Pre-Approval Order is entered, the Defendant will send the Notice to all Class Members to the email address associated with the Class Member's Account. Should the Defendant receive a Bounce Back using the email addresses contained in the List of Class Members, no additional steps will be required from the Defendant to communicate with the Class Members concerned.
10. Class Counsel and Plaintiff shall not issue any press release in respect of the Settlement Agreement and, should Class Counsel or Plaintiff be contacted by media, the information provided shall be limited to what is contained in the Notice.
11. Should the Court (i) refuse to grant the Pre-Approval Order, or (ii) refuse to authorize the publication of the Notice unless substantive changes to the terms and conditions of the Settlement Agreement are made, or (iii) make changes to the Notice that substantially increase costs, or (iv) require any other changes that have an impact on the implementation and execution of the Settlement Agreement, the Settlement Agreement will be null and void and will not give rise to any right or obligation in favour of or against the Parties.

V. EXCLUSION FROM THE SETTLEMENT AGREEMENT

12. Class Members have the right to exclude themselves from the Settlement Agreement.
13. Exercise of the Right of Exclusion by a Class Member entails the loss of the right to benefit from the Settlement Agreement and the loss of the status of Class Member.
14. A Class Member wishing to exercise his or her Right of Exclusion must, before the expiry of the Exclusion Period, send by mail to or file with the clerk of the Superior Court of Quebec a written Request for Exclusion duly signed and containing the following information:

- a. The Court docket number of the Class Action (500-06-001112-206);
- b. The name and contact information of the Class Member who is exercising his or her Right of Exclusion;
- c. The Class Member's email address that is associated with his/her Account;
- d. Unless filed in person at this address, the Request for Exclusion must be sent to the following address and received by the Court before the expiry of the Exclusion Period:

Greffe de la Cour supérieure du Québec
PALAIS DE JUSTICE DE MONTRÉAL
1 Notre-Dame Street East
Room 1.120
Montreal, Quebec, H2Y 1B5

Reference:

Leung v. DoorDash Technologies Canada Inc.
500-06-001112-206

- e. The Request for Exclusion must also be transmitted to Class Counsel by electronic mail at (jlambert@lambertavocatinc.com) or by regular mail at this address:

Lambert Avocat Inc.
M^{re} Jimmy Ernst Jr Laguë-Lambert
1111 Saint-Urbain Street, suite 204
Montréal, Québec H2Z 1Y6

15. Class Members who have not exercised the Right of Exclusion according to the Exclusion Procedure before the expiry of the Exclusion Period will be irrevocably deemed to have chosen to participate in the Settlement Agreement and will be bound by the terms of the Settlement Agreement following its approval by the Court and by all judgments or orders subsequently issued by the Court, if any.
16. Within ten (10) Days following the expiry of the Exclusion Period, Class Counsel shall provide to the Counsel of the Defendant a copy of all Requests for Exclusion received during the Exclusion Period.
17. If more than one hundred (100) Class Members exercise their Right of Exclusion, the Defendant shall have, in its sole discretion, the option of declaring the Settlement Agreement null and void and it shall have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

VI. PROCEDURE FOR APPROVAL OF THE SETTLEMENT AGREEMENT

18. Following entry of the Pre-Approval Order and within thirty (30) days after communication and publication of the Notice, Class Counsel will apply to the Court for the Approval Order and request that the Court:
 - a) declare that this Settlement Agreement is fair, reasonable and in the best interests of the Class Members;
 - b) approve this Settlement Agreement and order the Parties and the Class Members to comply with it;
 - c) declare that the Class Action is settled out of Court; and
 - d) order any other measure it should deem required to facilitate the approval, implementation or administration of this Settlement Agreement.
19. The application for the Approval Order will be served by Class Counsel on the *Fonds d'aide aux actions collectives* pursuant to the provisions of the *Code of Civil Procedure*, the *Act respecting the Fonds d'aide aux actions collectives* and the *Regulation of the Superior Court in Civil Matters* in sufficient time before the hearing of the Approval Order.
20. At the hearing of the Approval Order, Class Counsel and Counsel for the Defendant will make joint representations to the Court with a view to obtaining the Approval Order.
21. Should the Court refuse to grant the Approval Order or refuse to approve the Settlement Agreement in whole or in part, save and except with regards to a reduction of Class Counsel Fees, the Settlement Agreement will be null and void and will not give rise to any right or obligation in favour of or against the Parties.

VII. RELEASE, DISCHARGE AND CONSIDERATION OF THE PLAINTIFF

22. Upon the Approval Order becoming Final, the Plaintiff and each of the Class Members will be deemed to have, and by operation of the Approval Order will have, fully, finally, and forever released, relinquished, and discharged the Released Persons from all Released Claims.
23. No provision of the Settlement Agreement will constitute or be deemed to constitute or be construed as constituting a waiver by the Defendant of any right or defence against any claim, suit or cause of action of a Class Member who has exercised the Right of Exclusion or a waiver by the Defendants of any right or defence in contesting the Class Action should the Settlement Agreement not be approved by the Court or otherwise become null and void owing to the application of any of the provisions of the Settlement Agreement.
24. No provision of the Settlement Agreement will constitute or be deemed to constitute or be construed as constituting a waiver by the Plaintiff and the Class

Members of any right, claim, suit or cause of action against the Defendant should the Settlement Agreement not be approved by the Court or otherwise become null and void owing to the application of any of the provisions of the Settlement Agreement.

25. None of the obligations, of whatever kind, assumed by the Defendant and Counsel for the Defendant in executing the Settlement Agreement nor the consent of the Defendant to the Settlement Agreement taking place or to the Court issuing the Approval Order, shall constitute in any manner an admission of liability by the Defendant.

VIII. REPARATION TO CLASS MEMBERS

26. As full and final compensation for the Released Claims, the Defendant shall compensate Credit Eligible Members as provided at paragraphs 30 and 31 of the Settlement Agreement by issuing a Redeemable Credit of \$1.50 to the Account of each Credit Eligible Member.
27. The Redeemable Credits are the consideration to Class Members for this settlement.
28. The Defendant will bear the costs of communication and publication of the Notices as well as the issuance of the Redeemable Credits to the Accounts of the Credit Eligible Members.
29. The Defendant shall not be required to pay any other costs or fees to the Plaintiff to Class Members or to Class Counsel, other than the compensation as provided for at paragraph 34 herein and the Parties shall use their best efforts so that the implementation of the Settlement Agreement does not impact the Defendant's operations, nor cause it any additional expense.

IX. DISTRIBUTION TO CREDIT ELIGIBLE MEMBERS

30. The Redeemable Credit will be made available directly in the Account of each Credit Eligible Member within thirty (30) days of the issuance of the Approval Order. The Credit Eligible Members shall not be required to provide any further information or take any further action. Should the Account of a Credit Eligible Member no longer exist as of the date of the issuance of the Redeemable Credits, no additional steps will be required from the Defendant to communicate with the Credit Eligible Members concerned.
31. The Redeemable Credits will be automatically applied as payment in respect of the first order placed by a Credit Eligible Member on the DoorDash Canada Platform after the Redeemable Credit has been made available. The Redeemable Credits are non-transferable, non-cash convertible and nonrefundable.

X. NO REMAINING BALANCE AFTER IMPLEMENTATION

32. After the Settlement Agreement has been implemented and executed, there shall be no surplus amount remaining for remittance, reparation or compensation to any Class Members or any private or public third party and there shall be no benefit to Class Members and Class Counsel other than the Redeemable Credits so issued, and the payment of Class Counsel Fees pursuant to the Settlement Agreement.
33. It is expressly agreed and understood by the Parties, that unused, unredeemed or unclaimed Redeemable Credits shall not constitute, nor may they under any circumstances give rise to, a remaining balance for any purpose, including for a claim for reparation or compensation by Class Members or for the payment of a charge, levy or tolls by any third party, including a charge, levy or tolls contemplated by any regulation. For greater certainty and without limitation, Defendants may terminate the Settlement Agreement pursuant to paragraph 39 in the event any court recognizes the existence of a remaining balance.

XI. CLASS COUNSEL FEES AND DISBURSEMENTS

34. The Defendant agrees to pay Class Counsel, in full and final compensation for its fees, a maximum amount of \$92,000.00 (which includes all applicable taxes), or any lesser amount approved by the Court, as full and final compensation for Class Counsel's disbursements and judicial costs, payment of which shall be remitted to Class Counsel within thirty (30) days after the judgment of the Court approving such fees, disbursements and judicial costs has become Final. The Defendant shall pay the Class Counsel Fees by check or wire transfer; if the Class Counsel Fees are paid by wire transfer, Class Counsel will provide all necessary banking information to complete the wire transfer upon request.
35. Class Counsel will be responsible for filing and presenting an application before the Court requesting payment of its fees and expenses.
36. In consideration of payment of the Class Counsel Fees, Class Counsel will not, directly or indirectly, claim from the Defendant or the Class Members any other fees, costs or disbursements of any kind or based on any source, nor will Class Counsel participate or be involved, directly or indirectly, in any class action arising in whole or in part from any of the facts or causes of action alleged in the Class Action, even if such facts arise after the payment of the Class Counsel Fees.
37. This Settlement Agreement is in no way conditional upon the approval of Class Counsel Fees by the Court. Any order or proceeding relating to Class Counsel Fees, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Settlement Agreement.

XII. TERMINATION

38. In the event that:
 - a. the Court does not authorize the Class Action as a class proceeding for the purpose of settlement only;

- b. the Court declines to approve this Settlement Agreement or any material part hereof or approves this Settlement Agreement in a materially modified form;

this Settlement Agreement shall be terminated and it shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

39. In the event that:

- a. the Approval Order is appealed from;
- b. a court recognizes the existence of a remaining balance; or
- c. if more than one hundred (100) Class Members exercise their Right of Exclusion;

the Defendant shall have, in its sole discretion, the option of declaring this Settlement Agreement null and void and it shall have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

40. If this Settlement Agreement is terminated:

- a. no application to authorize the Class Action as a class proceeding on the basis of this Settlement Agreement shall proceed and the Parties shall return to their state prior to the execution of this Settlement Agreement;
- b. any and all orders authorizing the Class Action on the basis of this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and all persons shall be estopped from asserting otherwise;
- c. any prior authorization of the Class Action, including the definitions of the Class and the common issues alleged in the Class Action, shall be deemed null and of no effect and without prejudice to any position that any of the Parties may later take on any issue in these proceedings or any other litigation; and
- d. within ten (10) days of such termination having occurred, Class Counsel shall destroy all documents or other materials relating to the Settlement Agreement provided by the Defendant or containing or reflecting information derived from such documents or other materials received from the Defendant and, to the extent Class Counsel has disclosed any documents or information provided by the Defendant to any other person, shall recover and destroy such documents or information. Class Counsel shall provide the Defendant with a written confirmation of such destruction.

XIII. FINAL PROVISIONS

41. The plural of any defined term in this Settlement Agreement includes the singular, and the singular of any defined term in this Settlement Agreement includes the plural, as the case may be.
42. The following Schedules of this Settlement Agreement are material and integral parts hereof and are fully incorporated therein as they were recited at length therein:
 - a) Schedule "A": Notice of Hearing to Approve the Settlement Agreement
 - b) Schedule "B": Avis d'audience d'approbation de l'Entente de règlement
43. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties.
44. This Settlement Agreement and the Schedules attached hereto constitute the entire agreement among the Parties, and supersedes prior exchanges, oral or in writing, between Counsel for the Defendant and Class Counsel.
45. The Parties intend the Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Class Action. The Parties agree that the consideration provided to the Class Members and the other terms of the Settlement Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.
46. The Parties agree to cooperate to the extent reasonably necessary to give effect to and implement all terms and conditions of this Settlement Agreement and to exercise best efforts to fulfil the foregoing terms and conditions of this Settlement Agreement.
47. This Settlement Agreement will not be considered to constitute any admission or acknowledgment by any of the Parties of the validity of any right, claim or defence.
48. Each counsel or other person executing this Settlement Agreement or any of its Appendices on behalf of any Party hereby warrants that such person has the full authority to do so.
49. The Court will retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement and the Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement Agreement.

50. This Settlement Agreement is a transaction pursuant to sections 2631 and following of the *Civil Code of Québec* and will be construed and enforced in accordance with, and governed by the laws of the Province of Québec.
51. In the event of a discrepancy between the wording of the Notice to Class Members and the Settlement Agreement, the wording of the Settlement Agreement will take precedence.
52. All costs associated with the implementation and execution of the Settlement Agreement that have not been specifically provided for by the Settlement Agreement, if any, will be borne by the party that has incurred them and their reimbursement may not be claimed from any other party.
53. All amounts set forth in this Settlement Agreement are in Canadian dollars.
54. The Parties have expressly agreed that this Settlement Agreement and documents ancillary thereto be drafted in the English language. *Les Parties ont expressément convenu que la présente Entente de Règlement et les documents y afférents soient rédigés en langue anglaise.*
55. Any notification, request, instruction or other document to be given by one Party to the other (other than class-wide notification) shall be in writing (including email) and transmitted to:

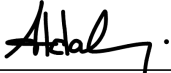
If to the Plaintiff: M^{re} Jimmy Ernst Jr Laguë-Lambert
Lambert Avocat Inc.
1111 Saint-Urbain Street, suite 204
Montréal, Québec H2Z 1Y6
jlambert@lambertavocatinc.com

If to the Defendant: M^{re} Alexandre Fallon / M^{re} Cristina Cosneau
OSLER, HOSKIN & HARCOURT LLP
1000 de La Gauchetière Street West, suite 2100
Montréal, Québec H3B 4W5
afallon@osler.com / ccosneau@osler.com

56. This Settlement Agreement may be executed in one or more counterparts, including via electronic signature. All executed counterparts and each of them will be deemed to be one and the same instrument. A complete set of original counterparts will be filed with the Court.

IN WITNESS WHEREOF, THE PARTIES AND THEIR RESPECTIVE COUNSEL HAVE SIGNED:

Signed in Montreal on December 17, 2021



Fay Leung



Lambert Avocat Inc.
Class Counsel and Counsel for Plaintiff

Signed in Montreal on Decembre 17, 2021

DocuSigned by:



A8AE19ACC4114DD...

DoorDash Technologies Canada Inc.

By: Gregg Farano
Title: Associate General Counsel,
Head of Litigation



Osler, Hoskin & Harcourt LLP
Counsel for Defendant

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Class Action)

No: 500-06-001112-206

FAY LEUNG

Plaintiff

v.

DOORDASH TECHNOLOGIES CANADA INC.

Defendant

TRANSACTION AGREEMENT

**SCHEDULE "A" – NOTICE OF HEARING TO APPROVE THE
SETTLEMENT**

**Class Action Settlement Notice Regarding the Service Fees and
Small Order Fees applicable to orders made on the DoorDash
Canada Platform**

Quebec Superior Court file number: 500-06-001112-206

This notice is issued in accordance with a Quebec Superior Court judgment dated January [x], 2022 (File No: 500-06-001112-206) authorizing a class action against DoorDash Technologies Canada Inc. ("**DoorDash**") for settlement purposes only and ordering that DoorDash contact Class Members by email.

A settlement (the "**Settlement**") has been reached, subject to approval of the Superior Court of Quebec, between Fay Leung (the "**Plaintiff**") and DoorDash in the context of a class action lawsuit commenced by the Plaintiff against DoorDash (the "**Class Action**") alleging that the primary disclosure of service fees and small order fees at checkout in existence prior to April 2021, rather than in the initial stages of the order process, is contrary to the *Consumer Protection Act* (the "**CPA**").

DoorDash disagrees with the Plaintiff's interpretation of the CPA and maintains that the disclosure of small order fees and service fees in existence prior to April 2021 was at all times compliant with CPA requirements. The Settlement has been entered for the sole purpose of avoiding the costs and disruption of protracted litigation.

This Settlement may affect your rights, whether you act or not. Please read this notice carefully.

BASIC INFORMATION

Why have I received the email inviting me to review this notice?

You are receiving this notice because you are a Quebec resident, and you paid a small order fee and/or service fee when placing an order for delivery through the DoorDash Canada Platform during the Class Period (August 14, 2019 to the date of the Pre-Approval Order). You could be eligible to receive benefits under the Settlement;

The purpose of this notice is to inform you that the Plaintiff and DoorDash have reached a

Settlement putting an end to the Class Action. All concerned parties believe that the Settlement is a fair and equitable means of resolving the dispute; Plaintiff and DoorDash will ask the Superior Court of Quebec to approve it.

The Superior Court of Quebec will hold a hearing to determine whether it will approve the Settlement. You may attend the hearing, which will take place on **February 9, 2022 at 9:30 a.m. in room 9** of the Montreal Courthouse, located at 1 Notre-Dame Street East in Montreal.

What was the purpose of the Class Action?

Plaintiff alleges that the primary disclosure of service fees and small order fees at checkout in existence prior to April 2021, rather than in the initial stages of the order process, is contrary to the CPA.

These allegations have not been proven in Court and are vigorously denied by DoorDash, whose position is that it has complied at all times with all applicable legislation and that the interpretation of the applicable legislation advanced by the Plaintiff is unfounded, unsustainable and unsupported by the relevant facts.

Who are the class members?

You are a Class Member if you meet all of the following conditions:

1. You are a Quebec resident;
2. Between August 14, 2019 and the date of the Pre-Approval Order, you placed an order on the DoorDash Canada Platform and paid a service fee and/or a small order fee.

SETTLEMENT SUMMARY

What does the Settlement provide for?

Without any admission of liability or wrongdoing, and expressly denying the same, for the purpose of avoiding the costs and disruption of protracted litigation, DoorDash agrees to:

- Remit to each Class Member having paid a service fee between August 14, 2019 and March 31, 2021, a single redeemable credit of a **value of CAD \$1.50** (a "**Redeemable Credit**"). Redeemable Credits may be used as payment for an order made on the DoorDash Canada Platform. Redeemable Credits are non-transferable, non-refundable and non cash-convertible. In order to be able to receive and redeem a Redeemable Credit, an eligible class member's DoorDash account must be active and in good standing.

In exchange, Class Members (i) acknowledge that the foregoing is in full and complete settlement of the claims of the Class Members; and (ii) agree to give up any claims they have against DoorDash arising from the display of prices, charges and/or fees on the DoorDash Canada Platform, including claims advanced in the Class Action.

Am I eligible for a credit?

If you are a Class Member and between August 14, 2019 and March 31, 2021 you paid a service fee for an order placed on the DoorDash Canada Platform, you are eligible to receive a Redeemable Credit. **Following the approval of the Settlement by the Superior Court of Quebec, as the case may be, the Redeemable Credit will be automatically issued to your DoorDash account.**

OPTING OUT

If you do not wish to be bound by this Settlement for any reason whatsoever, you must take steps to exclude yourself from the Class, which will result in your exclusion from the Settlement.

What happens if I exclude myself?

If you exclude yourself:

1. You will not receive any benefits under the Settlement;
2. You will not be bound by the Class Action and could exercise valid rights of action; and
3. You will not be able to object to this Settlement.

What happens if I do not exclude myself?

If you do **not** exclude yourself:

1. You may be eligible to receive benefits under this Settlement;
2. You will be bound by the Class Action;
3. You will give up the right to take your own legal action against DoorDash; and
4. You will be able to object to the Settlement.

If you do not exclude yourself and the Settlement is approved, you give up the right to take legal action against DoorDash in respect of the charges and fees paid to DoorDash for the period of August 14, 2019 to the date of the Pre-Approval Order.

How can I exclude myself?

To exclude yourself, you must send to the clerk of the Superior Court of Quebec, a duly signed request for exclusion containing the following information:

1. The Court docket number of the Class Action: *Leung v. DoorDash Technologies Canada Inc.* C.S.M. 500-06-001112-206;
2. Your name and contact information;
3. Your email address associated with your DoorDash account; and
4. A declaration stating that you wish to exclude yourself from this Class Action.

Unless filed in person at this address, the Request for Exclusion must be sent to the following address and received by the Court before February ●, 2022:

Greffe de la Cour supérieure du Québec
PALAIS DE JUSTICE DE MONTRÉAL
1 Notre-Dame Street East
Room 1.120
Montreal, Quebec, H2Y 1B5

Reference:

Leung v. DoorDash Technologies Canada Inc.
500-06-001112-206

The Request for Exclusion must also be transmitted to Class Counsel by electronic mail at (jlambert@lambertavocatinc.com) or by regular mail at this address:

Lambert Avocat Inc.
M^{re} Jimmy Ernst Jr Laguë-Lambert
1111 Saint-Urbain Street, suite 204
Montréal, Québec H2Z 1Y6

OBJECTION TO THE SETTLEMENT

You can tell the Court that you do not agree with this Settlement.

How can I tell the Court that I do not agree with this Settlement?

To present your objection to the Court, you must appear at the hearing that will be held on **February 9, 2022 at 9:30 a.m. in room 9** of the Montreal Courthouse, located at 1 Notre-Dame Street East in Montreal.

Do I need a lawyer in order to object to the Settlement?

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

If I object to the Settlement and it is approved, will I still be eligible for a Redeemable Credit?

Yes. If, despite your objection, the Settlement is still approved, you can still receive the Redeemable Credit if you are eligible.

FOR MORE INFORMATION

How can I obtain more information?

For more information and access to the text of the Settlement, the schedules and the various forms, please go to the Registre des actions collectives: <https://www.registredesactionscollectives.quebec/fr/Consulter/ApercuDemande?NoDossier=500-06-001112-206>

Who represents me?

You may contact Class Counsel for more information:

Lambert Avocat Inc.
M^{re} Jimmy Ernst Jr Laguë-Lambert
1111 Saint-Urbain Street, suite 204
Montréal, Québec H2Z 1Y6

In case of discrepancies between this notice and the Settlement, the Settlement shall prevail.

The publication and dissemination of this notice has been approved by the Superior Court of Québec.

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

COUR SUPÉRIEURE
(Action collective)

No: 500-06-001112-206

FAY LEUNG

Demanderesse

c.

DOORDASH TECHNOLOGIES CANADA INC.

Défenderesse

CONVENTION DE TRANSACTION

ANNEXE "B" – AVIS D'AUDIENCE D'APPROBATION DE L'ENTENTE DE RÈGLEMENT

Avis de règlement d'une action collective concernant les frais de service et les frais de petite commande applicables aux commandes passées sur la Plateforme DoorDash Canada

Dossier de la Cour supérieure numéro: 500-06-001112-206

Le présent avis est publié conformément à un jugement de la Cour supérieure du Québec daté du janvier 2022 (dossier no. 500-06-001112-206) autorisant une action collective contre DoorDash Technologies Canada Inc. ("**DoorDash**") pour des fins de règlement seulement et ordonnant à DoorDash de contacter les Membres du Groupe par courriel.

Une entente de règlement (l'« **Entente de règlement** ») est intervenue, sous réserve de son approbation par la Cour supérieure du Québec, entre Fay Leung (la « **Demanderesse** ») et DoorDash dans le cadre d'une action collective intentée par la Demanderesse contre DoorDash (l'« **Action collective** ») alléguant que la divulgation en vigueur avant avril 2021 des frais de service et des frais de petite commande principalement à la caisse, et non lors des étapes initiales du processus de commande, est contraire à la *Loi sur la protection du consommateur* (la « **LPC** »).

DoorDash est en désaccord avec l'interprétation que la Demanderesse fait de la LPC et soutient que la divulgation des frais de petite commande et des frais de service en vigueur avant avril 2021 était en tout temps conforme aux exigences de la LPC. L'Entente de règlement a été conclue dans le seul but d'éviter les coûts et les inconvénients d'un litige échelonné dans le temps.

L'Entente de règlement peut avoir des conséquences sur vos droits, que vous agissiez ou non. Veuillez lire le présent avis attentivement.

RENSEIGNEMENTS DE BASE

Pourquoi ai-je reçu ce courriel m'invitant à prendre connaissance de cet avis?

Vous recevez ce courriel parce que vous êtes un résident du Québec et qu'au cours de la Période visée par l'Action collective (entre le 14 août 2019 et la date de l'Ordonnance de Préapprobation), vous avez payé des frais de petite commande et/ou de service lorsque vous avez passé une commande pour livraison sur la Plateforme DoorDash Canada. Vous pourriez être admissible à recevoir une indemnité aux termes de l'Entente de règlement.

L'objet du présent avis est de vous informer que la Demanderesse et DoorDash ont conclu une Entente de règlement qui met fin à l'Action collective. Toutes les parties concernées estiment que l'Entente de règlement est un moyen juste et équitable pour régler le conflit, ainsi la Demanderesse et DoorDash demanderont à la Cour supérieure de l'approuver.

La Cour supérieure du Québec tiendra une audience pour décider si elle doit approuver l'Entente de règlement. Vous pouvez assister à l'audience qui aura lieu le **• février 2022 à 9 h 30 à la salle •** du Palais de justice de Montréal, situé au 1, rue Notre-Dame Est à Montréal.

Quel était l'objet de cette Action collective?

La Demanderesse allègue que la divulgation en vigueur avant avril 2021 des frais de service et des frais de petite commande principalement à la caisse, et non lors des étapes initiales du processus de commande, est contraire à la LPC.

Ces allégations n'ont pas été prouvées au Tribunal et sont vigoureusement contestées par DoorDash, qui estime avoir en tout temps respecté toutes les lois applicables et que l'interprétation de la législation applicable avancée par la Demanderesse est sans fondement, insoutenable et non appuyée par des faits pertinents.

Qui sont les Membres du groupe?

Vous êtes Membre du Groupe si vous respectez toutes les conditions suivantes :

1. Vous êtes un résident québécois;
2. Entre le 14 août 2019 et la date de l'Ordonnance de Préapprobation, vous avez passé une commande sur la Plateforme DoorDash Canada et payé des frais de service et/ou de petite commande.

RÉSUMÉ DE L'ENTENTE DE RÈGLEMENT

Qu'est ce que l'Entente de règlement prévoit?

Sans aveu de responsabilité ou de faute, et en niant expressément celles-ci, dans le but d'éviter un procès et les frais et débours additionnels reliés à des procédures judiciaires de longue durée, DoorDash accepte de :

- Remettre à chaque Membre du groupe ayant payé des frais de service entre le 14 août 2019 et le 31 mars 2021, un crédit échangeable unique d'une **valeur de 1,50 \$ CA** (un « **Crédit Échangeable** »). Les Crédits Échangeable peuvent être utilisés comme paiement d'une commande passée sur la Plateforme DoorDash Canada. Les Crédits Échangeables sont non transférables, non remboursables et non monnayables. Afin de pouvoir recevoir et échanger un Crédit Échangeable, le compte DoorDash d'un membre éligible du groupe doit être actif et en règle.

En échange, les Membres du Groupe (i) reconnaissent que ce qui précède constitue un règlement complet des réclamations des Membres du Groupe; et (ii) acceptent de renoncer à toute réclamation contre DoorDash découlant de l'affichage des prix, des charges et/ou des frais sur la Plateforme DoorDash Canada, y compris les réclamations présentées dans l'Action collective.

Suis-je admissible à recevoir une indemnité?

Si vous êtes Membre du Groupe et que vous avez payé des frais de service pour une commande passée sur la Plateforme DoorDash Canada entre le 14 août 2019 et le 31 mars 2021, vous êtes admissible à recevoir un Crédit Échangeable. **Suivant l'approbation de l'Entente de règlement pour la Cour**

supérieure du Québec, le cas échéant, le Crédit Échangeable sera automatiquement émis à votre compte DoorDash.

S'EXCLURE

Si vous ne désirez pas être lié par cette Entente de règlement pour quelque raison que ce soit, vous devez prendre des mesures pour vous exclure du Groupe, ce qui entraînera votre exclusion de l'Entente de règlement.

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

Si vous vous excluez :

1. Vous ne recevrez aucune indemnité dans le cadre de l'Entente de règlement;
2. Vous ne serez pas lié par l'Action collective et pourriez exercer un droit d'action valide; et
3. Vous ne pourrez pas vous objecter à l'Entente de règlement.

Qu'est-ce qui arrive si je ne m'exclus pas?

Si vous ne vous excluez **pas** :

1. Vous pourriez être admissible à recevoir une indemnité dans le cadre de l'Entente de règlement;
2. Vous serez lié par l'Action collective;
3. Vous renoncerez au droit d'intenter votre propre poursuite contre DoorDash; et
4. Vous pourrez vous objecter à l'Entente de règlement.

Si vous ne vous excluez pas et que l'Entente de règlement est approuvée, vous renoncez à intenter une action en justice contre DoorDash relativement aux charges et frais payés à DoorDash pour la période entre le 14 août 2019 et la date de l'Ordonnance de Préalévation.

Comment puis-je m'exclure?

Pour vous exclure, vous devez transmettre au greffier de la Cour supérieure du Québec une demande d'exclusion dûment signée qui contient les renseignements suivants :

1. Le numéro de dossier de l'Action collective : *Leung c. DoorDash Technologies Canada Inc.* C.S.M. 500-06-001112-206;
2. Votre nom et vos coordonnées;
3. L'adresse courriel associée à votre compte DoorDash; et
4. Une déclaration à l'effet que vous souhaitez vous exclure de l'Action collective.

À moins qu'elle ne soit déposée en personne à cette adresse, la demande d'exclusion doit être transmise à l'adresse qui suit, et reçue par la Cour avant le 1^{er} février 2022 :

Greffe de la Cour supérieure du Québec
PALAIS DE JUSTICE DE MONTRÉAL
1, rue Notre-Dame Est
Salle 1.120
Montréal (Québec) H2Y 1B5

Référence:

Leung v. DoorDash Technologies Canada Inc.
500-06-001112-206

La demande d'exclusion doit également être transmise aux Avocats du Groupe par courrier électronique (jlambert@lambertavocatinc.com) ou par courrier ordinaire à l'adresse qui suit:

Lambert Avocat Inc.
M^e Jimmy Ernst Jr Laguë-Lambert
1111, rue Saint-Urbain, bureau 204
Montréal (Québec) H2Z 1Y6

OBJECTION À L'ENTENTE DE RÈGLEMENT

Vous pouvez dire au Tribunal que vous n'êtes pas d'accord avec cette Entente de règlement.

Comment puis-je dire au Tribunal que je ne suis pas d'accord avec cette Entente de règlement?

Pour présenter votre objection au tribunal, vous devrez vous présenter à l'audience qui aura lieu le **• février 2022 à 9 h 30 à la salle •** du Palais de justice de Montréal, situé au 1, rue Notre-Dame Est à Montréal.

Ai-je besoin d'un avocat pour m'opposer à l'Entente de règlement?

Non. Vous pouvez vous opposer à l'Entente de règlement sans faire appel à un avocat. Si vous souhaitez être représenté par un avocat, vous pouvez en retenir un à vos frais.

Si je m'oppose à l'Entente de règlement et qu'elle est approuvée, serais-je encore admissible à un Crédit Échangeable?

Oui. Si, malgré votre objection, l'Entente de règlement est tout de même approuvée, vous pourrez encore obtenir un Crédit Échangeable si vous y êtes admissible.

POUR OBTENIR DE PLUS AMPLES RENSEIGNEMENTS

Comment puis-je obtenir de plus amples renseignements?

Pour obtenir de plus amples renseignements et pour avoir accès au texte de l'Entente de règlement, aux annexes et aux différents formulaires, veuillez consulter le Registre des actions collectives :

<https://www.registredesactionscollectives.quebec/fr/Consulter/ApercuDemande?NoDossier=500-06-001112-206>

Qui me représente?

Vous pouvez également communiquer avec les Avocats du Groupe pour de plus amples renseignements :

Lambert Avocat inc.
M^e Jimmy Ernst Jr Laguë-Lambert
1111, rue Saint-Urbain, bureau 204
Montréal (Québec) H2Z 1Y6

En cas de divergence entre le présent avis et l'Entente de règlement, c'est l'Entente de règlement qui prévaut.

La publication et la diffusion du présent avis ont été approuvées par la Cour supérieure du Québec.