

Steve Holcman v. Restaurant Brands International Inc., Restaurant Brands International Limited Partnership and The TDL Group Corp.

(Quebec Superior Court No. 500-06-001081-203)

Ashley Sitko and Ashley Cadeau v. Restaurant Brands International Inc.

(Ontario Superior Court of Justice No. CV-20-00643263-00CP)

William Jung v. Restaurant Brands International Inc., Restaurant Brands International Limited Partnership, The TDL Group Corp., BK Canada Service ULC and Radar Labs, Inc.

(Ontario Superior Court of Justice No. CV-20-00648562-00CP)

Wai Lam Jacky Law v. Restaurant Brands International Inc. and Radar Labs, Inc.

(British Columbia Supreme Court No. VLC-S-S-207985)

TRANSACTION AGREEMENT

BETWEEN:

Restaurant Brands International Inc., Restaurant Brands International Limited Partnership and The TDL Group Corp. (the “**Defendants**”)

- and -

BK Canada Service ULC (“**BKC**”)

- and -

Steve Holcman (“**Applicant**” or “**Holcman**”)

- and -

William Jung (“**Jung**”)

- and -

Wai Lam Jacky Law (“**Law**”)

- and -

Ashley Sitko and Ashley Cadeau (“**Sitko**” and collectively with Holcman, Jung and Law, the “**Plaintiffs**”)

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I. PREAMBLE

WHEREAS Holcman filed an *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff* on June 30, 2020 against the Defendants before the Superior Court of Québec, Judicial District of Montreal, in the court file bearing the docket number 500-06-001081-203 (the "**Initial Class Action**");

WHEREAS there are three other proposed class actions based on similar or identical facts which have been filed in some common law provinces, namely in the following Court files (the "**Other Class Actions**");

- (a) Ashley Sitko and Ashley Cadeau v. Restaurant Brands International Inc. (Ontario SCJ No. CV-20-00643263-00CP; no statement of claim issued);
- (b) William Jung v. Restaurant Brands International Inc., Restaurant Brands International Limited Partnership, The TDL Group Corp., BK Canada Service ULC and Radar Labs, Inc. (Ontario SCJ No. CV-20-00648562-00CP);
- (c) Wai Lam Jacky Law v. Restaurant Brands International Inc. and Radar Labs, Inc. (British Columbia Supreme Court No. VLC-S-S-207985);

WHEREAS should any other application or motion seeking the authorization or certification of a class action based on similar or identical facts as those set out in the Initial Class Action and the Other Class Actions

be filed in any province in Canada or with the Federal Court, such application or motion shall be deemed to be included in the definition of “Other Class Actions”;

WHEREAS the Defendants and BKC deny any wrongdoing of any kind and all liability including any liability for monetary compensation or reparation in kind to the purported members of the groups covered by the Initial Class Action and the Other Class Actions and oppose the authorization of the Initial Class Action and the certification of the Other Class Actions;

WHEREAS the Applicant will bring a motion to amend the Initial Class Action from a provincial Québec class to a national class covering the entire geography of Canada (the “**Class Action**”) and the present Transaction is conditional upon such amendment being authorized and approved by the Superior Court of Québec;

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, hurdles, expenses and risks associated with protracted litigation;

WHEREAS the Applicant representing all members of the Group, as defined herein, and the Defendants have agreed to enter into a binding transaction in order to achieve a full and final resolution of the Class Action as set forth below, taking into account the uncertainty, risk, delay and costs inherent to litigation (also referred to as the “**Settlement**”);

WHEREAS the Plaintiffs have agreed to release Radar Labs, Inc. (“**Radar**”) of any and all claims they had or may have against Radar as more fully set out herein at paragraph 48;

WHEREAS the Parties have agreed that the Other Class Actions will be dismissed or permanently stayed, with prejudice as against all defendants identified in each of the Other Class Actions;

WHEREAS BK Canada Service ULC is the franchisor of the Burger King brand and franchise system in Canada, and an indirect subsidiary of Restaurant Brands International Limited Partnership;

WHEREAS, while a Burger King mobile application is available in Canada, said application was managed by a third-party vendor until June 2020 and has never directly or indirectly shared data with or used technology provided by Radar;

WHEREAS the Plaintiffs have agreed to release BKC of any and all claims they had or may have against BKC as more fully set out herein at paragraphs 50 and 51;

WHEREAS the Parties submit themselves to the jurisdiction of Québec authorities, including the Court as defined herein, for the purposes of the Settlement and with respect to the personal actions of Group Members, whether they are residents or non-residents of the province of Québec;

WHEREAS the Parties have conducted negotiations aimed at reaching a settlement of the Class Action and anticipate that the contemplated Settlement will afford significant benefits to the members of the Group, as defined herein, that it will be just, reasonable and appropriate, and that it will be in the Group members’ best interest;

WHEREAS this Settlement and Court approval thereof does not constitute an admission of liability on the part of the Defendants or BKC or an acknowledgement by the Defendants or BKC that any damages were caused to any purported class member, whether under the Initial Class Action or the Other Class Actions;

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

WHEREAS the present Transaction is also conditional upon each of the Other Class Actions being either dismissed or permanently stayed by consent of each of Jung, Law and Sitko following the Court's orders authorizing a national class for settlement purposes and approving the proposed Settlement, with the relevant proceedings being taken in each of the relevant jurisdictions to obtain such dismissal or permanent stay of the Other Class Actions;

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

II. DEFINITIONS

Unless a different meaning is indicated by the context, the following definitions shall apply to the Transaction and its Schedules. Words or phrases importing a number shall be construed such that the singular includes the plural and vice-versa. Similarly, words or phrases importing the masculine gender shall be construed as including the feminine gender and vice-versa, where appropriate;

"Account" means the account of a Member used to access the Tim Hortons App and which is linked to a Member's email address;

"Active Account" means an Account which, as at the Reparation Date, was used or otherwise accessed by a Member in the preceding twelve months;

"Baked Good" means a baked good that has a maximum retail value of \$2.39 CAD plus taxes each, such as, by way of example, a croissant, a muffin, a cookie, a bun, a biscuit or a donut;

"BC Court" means the British Columbia Supreme Court;

"Canadian Resident" means a user of the Tim Hortons App identified by the Defendants as being a resident of Canada based on various sources of user location information, including, when available, his/her/its stated address of residence and postal code associated with the Account;

"Class Action" means the *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff* against the Defendants before the Superior Court of Québec, Judicial District of Montreal, in the court file bearing the docket number 500-06-001081-203, as amended from a provincial Québec class to a national class and wherein Applicant is a representative of the Group;

"Class Counsel" means Québec Class Counsel and ROC Class Counsel;

"Class Counsel Fees" means the amounts representing all fees and disbursements payable to Class Counsel, inclusive of taxes, in accordance with paragraphs 43 to 45 of the Transaction;

"Class Period" means the period retained for purposes of defining the Group, which starts on April 1, 2019 and ends on September 30, 2020;

"Common Issue" means, for the purposes of settlement only, "Did the Defendants' alleged conduct constitute a breach of any of the Group Members' rights under any applicable legislation, under civil law or common law, and, if so, what is the appropriate remedy?";

"Counsel for the Defendants" means Stikeman Elliott LLP;

"Court" means the Superior Court of Québec sitting in the District of Montreal;

"Credit" means a credit-voucher to be used to make a purchase of one Hot Beverage and one Baked Good from any participating Tim Hortons store in the form of a single, one-time use only, non-transferable, non-

refundable and non-cash convertible credit, redeemable at check-out, whether at a participating store or using the Tim Hortons App;

"Days" means calendar days;

"Designated Webpage" means a webpage to be hosted on www.timhortons.ca, or a section thereof, with a link thereto being posted in the footer of the www.timhortons.ca main webpage;

"Documents" means, irrespective of the medium, all pleadings, proceedings, affidavits, exhibits, hearing or case management conference call minutes and related transcripts, if any, letters and emails exchanged between Counsel for the Defendants and Class Counsel or between Blake, Cassels & Graydon LLP and Class Counsel or with the Court in relation to the Class Action or with the BC Court or the Ontario Court in relation to the Other Class Actions;

"Effective Date" means the date on which, on a cumulative basis, the following events will have occurred:

- 1) the Judgment Approving the Transaction becomes final. For the purposes hereof, the Parties agree that the Judgment Approving the Transaction will become final (i) upon expiry of a period of thirty-one (31) Days after the date of the notice of the Judgment Approving the Transaction (or the date of the Judgment Approving the Transaction if it was rendered at the hearing, as the case may be) or (ii), if an appeal is filed with respect to such judgment, or an appeal thereof, upon such appeal being dismissed by a final judgement of the relevant appellate court; and
- 2) with respect to the Other Class Actions, each is either dismissed or permanently stayed by final orders issued in each of the relevant jurisdictions. For the purposes of this Transaction, the Parties agree that any order issued by the Ontario Court and the BC Court will become final (i) upon expiry of the period for commencement of an appeal or application for leave to appeal or (ii), if an appeal or application for leave to appeal is filed with respect to such order(s), upon such appeal or application being dismissed by a final judgement of the relevant appellate court, and the expiry of any period for further appeals or application for leave to appeal.

"Eligible Member" means a Group Member (i) that is a Canadian Resident and (ii) that did not exclude himself or herself in accordance with the Right of Exclusion pursuant to the Transaction and article 580 of the Code of Civil Procedure;

"Exclusion Period" means a period of thirty (30) Days following publication of the Notice of Hearing to Approve the Transaction authorized by the Court, during which time the Group Members who so desire may exclude themselves from the Group and the Transaction in accordance with the Exclusion Procedure. 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;

"Exclusion Procedure" means the procedure for exercising the Right of Exclusion in accordance with the terms and conditions set out in paragraphs 15 to 19 of the Transaction;

"Fonds d'aide" means the Fonds d'aide aux actions collectives created pursuant to the *Act respecting the Fonds d'aide aux actions collectives*, F-3.2.0.1.1;

"Group" means the group which shall be described as follows and set out in an amended version of the *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff*, which amendment is subject to Court approval:

"All Canadian Resident users of the Tim Hortons® application with registered accounts in Canada whose geolocation information was collected by any of the Defendants between April 1, 2019 and September 30, 2020."

"Group Member" or **"Member"** means a Canadian Resident user included in the Group;

"Hearing to Approve the Transaction" means the hearing to be presided over by the Court for the purpose of determining whether the Application for Approval of the Transaction made in the Class Action pursuant to Article 590 CCP, and in accordance with the terms hereof, is to be granted;

"Hot Beverage" means a hot beverage that has a maximum retail value of \$6.19 CAD plus taxes each, such as, by way of example, a brewed coffee, a latte, a cappuccino, an espresso, a cortado, a tea or a hot chocolate;

"Judgment Approving the Transaction" means the final Court judgment approving the Transaction;

"Judgment Authorizing the Class Action" means the final judgment authorizing and approving the amendment to the *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff* from a provincial Québec class to a national class, authorizing the Class Action for purposes of settlement only and approving the Notice of Hearing to Approve the Transaction;

"Notice of Approval of the Transaction" means the notice described in paragraph 28 of the Transaction informing the Members that the Transaction has been approved by the Court (Schedule C and Schedule D hereto);

"Notice of Hearing to Approve the Transaction" means the notice described in paragraph 12 notifying the Members of the Hearing to Approve the Transaction (Schedule A and Schedule B hereto);

"Notices" means the Notice of Hearing to Approve the Transaction and the Notice of Approval of the Transaction;

"Objection" means an objection by a Member to the Transaction made in the manner and within the time frame specified by the Court, or if none is specified by the Court, by applicable legislation, in accordance with Article 590 of the Code of Civil Procedure, based on the terms and conditions proposed in paragraph 26 of the Transaction;

"Ontario Court" means the Ontario Superior Court of Justice;

"Parties to the Transaction" or **"Parties"** means the Plaintiffs, the Defendants and BKC;

"Plaintiffs" means Holcman, Jung, Law and Sitko;

"Québec Class Counsel" means the law firm of LPC Avocats Inc. and the law firm of Consumer Law Group Inc.;

"Radar" means Radar Labs Inc.;

"Reparation Date" means the date described at paragraph 38 of the Transaction;

"Right of Exclusion" means the right of a Member to exclude himself or herself from the Transaction in accordance with the terms and conditions set out in paragraphs 15 to 19 of the Transaction;

"ROC Class Counsel" means the law firm of Diamond & Diamond Lawyers LLP (Richard Chang, Darryl Singer, Sandra Zisckind, Jeremy Diamond et al.), Paul Bates and the law firm of Tyr LLP (Sean Campbell, Michael O'Brien, Judith Manger et al.);

"Schedules" means any and all of the documents that the Parties have attached to the Transaction and that are identified in paragraph 58 together with any other document that the Parties may attach hereto with

the Court's approval. However, the Parties may make amendments to the form and content of the Schedules, provided such amendments comply with the provisions of the Transaction;

"Short Form Notice of Approval of the Transaction" means an abridged version of the notice described in paragraph 28 hereof directing the Members to the Notice of Approval of the Transaction;

"Short Form Notice of Hearing to Approve the Transaction" means an abridged version of the notice described in paragraph 12 hereof directing the Members to the Notice of Hearing to Approve the Transaction;

"Tim Hortons App" means the Tim Hortons® application available between April 1, 2019 and September 30, 2020 on mobile and other devices operating systems;

"Transaction" means this transaction agreement, including the Schedules and subsequent amendments thereto, together with any other subsequent agreement that the Parties may see fit to add hereto subject to the Court's approval;

III. SCOPE AND EXTENT OF THE TRANSACTION

1. The preamble forms an integral part of the Transaction.
2. Through the Transaction, the Plaintiffs, on their own behalf and on behalf of the Group Members, and the Defendants, as well as the Plaintiffs on their own behalf and BKC, wish to settle among themselves any and all claims, allegations or causes of action of whatsoever nature arising directly or indirectly out of the facts alleged in the proceedings of the Class Action, the supporting exhibits or the Documents, and the Other Class Actions, in accordance with the terms and conditions of the Transaction.
3. The Transaction is conditional upon and shall be null and void and of no force or effect and will not give rise to any right or obligation in favour of or against the Parties and the Group Members, subject to paragraph 57, unless:
 - (a) the Court authorizes and approves the amendment of the Initial Class Action from a provincial Québec class to a national class on behalf of the Group (previously defined as the "Class Action");
 - (b) the Court approves the Transaction, unless all Parties, acting in their sole discretion and self interest, but subject to the terms of the Transaction, agree to waive any variation of the Transaction that might be imposed by the Court; and
 - (c) the Other Class Actions are each either dismissed or permanently stayed by final orders issued in each of the relevant jurisdictions.
4. The Plaintiffs and the Defendants undertake to cooperate and make and deploy their best efforts to support the Transaction and to demonstrate its fairness and reasonableness with a view to obtaining Court approval of the Transaction and, where appropriate, to make joint representations to the Court in the hearings for the purposes of obtaining the Judgment Authorizing the Class action and the Judgment Approving the Transaction.
5. Whether or not this Transaction is terminated or approved, this Transaction and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Transaction, and any action taken to carry out this Transaction:
 - (a) shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Defendants and BKC, or of the truth

of any of the claims or allegations contained in the Class Action, the Other Class Actions or any other pleading filed by the Plaintiffs;

- (b) shall not be referred to, offered as evidence or received in evidence in any pending or future action or proceeding, except in a proceeding to authorize the Class Action, approve, recognize or enforce this Transaction, including in other jurisdictions, or as otherwise required by law.

- 6. The Plaintiffs and Class Counsel agree to take all actions required, in each jurisdiction, to obtain a consent dismissal or permanent stay of the Other Class Actions or, as the case may be, the recognition and enforcement of the Court orders authorizing a national class for settlement purposes and approving the Transaction. In connection with any such proceedings and their respective involvement and participation in same, each Party will pay its own expenses.

IV. COMPENSATION TO GROUP MEMBERS

- 7. Defendants shall compensate each Eligible Member by offering one Credit giving right to one free Hot Beverage and one free Baked Good (conditions described herein). The Credits offered to Eligible Members are the consideration under this Settlement and shall constitute full and final compensation for past, present and future damages arising from the allegations contained in the Class Action and in the pleadings filed in the Other Class Actions.
- 8. The distribution of Credits shall proceed as provided at paragraphs 35 to 37 of the Transaction. Defendants will bear the costs of the distribution of the Credits. Defendants may elect to use a claims administrator (to be agreed upon with Québec Class Counsel and approved by the Court) to effect all or part of the distribution of Credits.

V. PROCEDURE FOR PRE-APPROVAL OF THE TRANSACTION

- 9. Québec Class Counsel will file with the Court an application to amend the Initial Class Action to a national class, authorize the Class Action for settlement purposes and for approval of the Notice of Hearing to Approve the Transaction, in which the proposed class shall be described as the Group (the “**Pre-Approval Application**”).
- 10. At the hearing of the Pre-Approval Application, Class Counsel and Counsel for the Defendants will make joint representations to the Court with a view to obtaining the Judgment Authorizing the Class Action.
- 11. The Parties acknowledge that the Court may amend the wording and the terms for the dissemination and publication of the Notice of Hearing to Approve the Transaction, which will not be grounds for nullity or termination of the Transaction, unless such amendments entail a substantive change to the terms and conditions or cost to Defendants and BKC of the Transaction.
- 12. The Notice of Hearing to Approve the Transaction will indicate, in particular, the following:
 - (a) The existence of the Class Action and the definition of the Group;
 - (b) The fact that the Transaction has taken place and will be submitted to the Court for approval, specifying the date, time and place of the Hearing to Approve the Transaction;
 - (c) The nature of the Transaction, the method of execution chosen and the procedure to be followed by Members to be eligible for reparation;
 - (d) The right of the Group Members to be heard before the Court in regard to the Transaction and that they may make representations before the Court regarding the Transaction;

- (e) The existence of the Right of Exclusion and the Exclusion Procedure;
 - (f) The fact that the Notice of Hearing to Approve the Transaction and the Notice of Approval of the Transaction will be the only notices that the Group Members will receive in regard to the Transaction;
 - (g) The existence of the Other Class Actions and their procedural status.
13. The publication of the Notice of Hearing to Approve the Transaction is conditional upon and shall not occur unless the Judgment Authorizing the Class Action becomes final, i.e. (i) upon expiry of the period for commencement of an appeal or application for leave to appeal or (ii) if an appeal or application for leave to appeal is filed with respect to such order(s), upon such appeal or application being dismissed by a final judgement of the relevant appellate court, and the expiry of any period for further appeals or application for leave to appeal. Upon the foregoing condition precedent being met:
- (a) the Defendants shall cause the Short Form Notice of Hearing to Approve the Transaction to be sent by email to Eligible Members to their last email address on file, the whole at Defendants' cost, along with a link to the Designated Webpage through which the Notice of Hearing to Approve the Transaction will be made accessible until the expiry of the Exclusion Period;
 - (b) creation by Class Counsel of a webpage on Class Counsel's websites containing an electronic version of the Transaction and the Notice of Hearing to Approve the Transaction, the whole at the expense of Class Counsel;
14. Should the Court refuse to grant the Pre-Approval Application or should the Court refuse to authorize the publication of the Notice of Hearing to Approve the Transaction unless (a) changes to the terms and conditions of the Transaction are made or (b) changes to the method of publication of the Notice of Hearing to Approve the Transaction are made or (c) any other changes to the implementation and execution of the Transaction (e.g. the method of distribution of the Credits) are made that increase its cost for the Defendants and BKC , the Transaction will be null and void and will not give rise to any right or obligation in favour of or against the Parties.

VI. EXCLUSION FROM THE TRANSACTION

15. Group Members have the right to exclude themselves from the Transaction. The exercise of the Right of Exclusion will only be effective if made on behalf of a single Member.
16. Exercise of the Right of Exclusion by a Member of the Group entails the loss of the right to benefit from the Transaction and the loss of the status of Group Member.
17. A Group Member wishing to exercise his or her Right of Exclusion must send a written Request for Exclusion either (i) by mail addressed to the clerk of the Superior Court of Québec, duly signed by the Group Member and containing the Court docket number of the Class Action, or (ii) by email to Class Counsel using the contact information at paragraph 72. The Request for Exclusion must, in all cases, be received before the expiry of the Exclusion Period and contain the following information:
- (a) The name and contact information of the Group Member who is exercising his or her Right of Exclusion; and
 - (b) The Group Member's Account number or the email address linked to such Account.

18. Where the Request for Exclusion is sent by mail to the clerk of the Superior Court of Québec, such Request for Exclusion must be received before the expiry of the Exclusion Period at the following address:

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

Reference:

Class Action – SCM file no. 500-06-001081-203
Holcman v. Restaurant Brands International Inc., Restaurant Brands International Limited Partnership and The TDL Group Corp.

With an optional copy to either Québec Class Counsel:

LPC Avocats Inc.
Mtre JOEY ZUKRAN
276 St-Jacques Street, Suite 801
Montreal, Québec, H2Y 1N3
or
Consumer Law Group Inc.
Mtre JEFF ORENSTEIN
1030 Rue Berri, Suite 102
Montreal, Québec, H2L 4C3

19. Where the Request for Exclusion is sent by email to Québec Class Counsel (using the contact information at paragraph 72), such Request for Exclusion must be received before the expiry of the Exclusion Period and must be filed by Québec Class Counsel with the clerk of the Superior Court of Québec no later than three (3) Days after the expiry of the Exclusion Period.
20. Group 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 Transaction and will be bound by the terms of the Transaction following its approval by the Court and by all judgments or orders subsequently issued by the Court, if any.
21. Within three (3) Days following the expiry of the Exclusion Period, Québec Class Counsel shall, upon request, inform Counsel for the Defendants and provide a copy of any Request for Exclusion received during the Exclusion Period.

VII. PROCEDURE FOR APPROVAL OF THE TRANSACTION

22. After publication of the Notice of Hearing to Approve the Transaction, Québec Class Counsel will file with the Court an application for approval of the Transaction and for approval of Class Counsel Fees for the purpose of proceeding to the Hearing to Approve the Transaction (the “**Approval Application**”).
23. The Approval Application will be served by Québec Class Counsel on the Fonds d'aide in accordance with 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* before the Hearing to Approve the Transaction.

24. At the Hearing to Approve the Transaction, Class Counsel and Counsel for the Defendants will make joint representations before the Court to obtain the Judgment Approving the Transaction. For greater certainty, Counsel for the Defendants will not make any representations with respect to Class Counsel Fees, save in accordance with paragraphs 43 to 45 hereof.
25. The Hearing to Approve the Transaction will take place at a date to be set by the Court after the expiry of a period of thirty (30) Days following publication of the Notice of Hearing to Approve the Transaction (Schedule A and Schedule B).
26. Group Members who so wish may raise an Objection before the Court at the Hearing to Approve the Transaction. In this regard, Group Members who wish to raise an Objection are required to inform Class Counsel in writing of their Objection at least ten (10) Days before the Hearing to Approve the Transaction, by communicating, to the addresses mentioned in paragraph 72 of the Transaction, a document containing the following information:
 - (a) The Court and Court docket number of the class action(s) concerned;
 - (b) The name and contact information of the Group Member who is raising an Objection;
 - (c) The Group Member's Account number or the email address linked to such Account;
 - (d) A brief description of the reasons for the Group Member's Objection.

Class Counsel shall share with Counsel for the Defendants any Objection received from a Group Member immediately upon reception.

27. Should the Court refuse to grant the Application for Approval of the Transaction or refuse to approve the Transaction in whole or in part, save and except with regards to Class Counsel Fees, the Transaction will be null and void and will not give rise to any right or obligation in favour of or against the Parties. For greater certainty, Class Counsel and the Plaintiffs agree that they shall seek Court approval of the Transaction notwithstanding the reduction of Class Counsel Fees.

VIII. NOTICE OF APPROVAL OF THE TRANSACTION

28. The Notice of Approval of the Transaction will indicate, in particular, that the Court has approved the Transaction, the nature of the Transaction, the method of execution approved and the procedure to be followed by Eligible Members to claim a Credit, as the case may be.
29. Within one hundred and twenty (120) Days following the Effective Date, the Defendants shall, at their cost, cause the following to occur:
 - (a) the Short Form Notice of Approval of the Transaction to be sent by email to Eligible Members to their last email address on file, along with a link to the Designated Webpage through which the Notice of Approval of the Transaction will be made accessible for a period of thirty (30) Days from the date the email is sent;
 - (b) the distribution of Credits to Eligible Members with an Active Account, as contemplated at paragraph 35 hereof; and
 - (c) the distribution of Credits by email to Eligible Members who do not have an Active Account, to their last email address on file, as contemplated at paragraph 36 hereof.
30. Within sixty (60) Days following the Effective Date, Class Counsel shall post an electronic version of the Notice of Approval of the Transaction (Schedule C and Schedule D) on Class Counsel's websites, the whole at the expense of Class Counsel.

31. The Parties acknowledge that the Court may amend the wording and the terms for the dissemination and publication of the Notice of Approval of the Transaction, which will not be grounds for nullity or termination of the Transaction, unless such amendments entail changes to the terms and conditions of the Transaction or increase the costs of its implementation and execution.
32. The Notice of Hearing to Approve the Transaction and the Notice of Approval of the Transaction (in their respective Short Form versions) will be the only notices the Group Members will receive in regard to the Transaction, no notice will be published or disseminated to the Group Members thereafter, the whole notwithstanding Article 591 of the *Code of Civil Procedure*.
33. Should the Plaintiffs or Class Counsel wish to publish a press release with respect to the Transaction and its approval, such press release shall not be published before a minimum of sixty (60) Days following the Effective Date. The content of the press release shall mirror the content of the Notices and its publication shall be subject to the Defendants' prior approval, not to be unreasonably withheld. Unless agreed to the contrary and subject to paragraph 34, neither the Plaintiffs nor Class Counsel will publish any further press releases or undertake any other proactive media activities in connection with the Transaction and they agree to limit their responses to any media inquiries by referring to the press release and by promoting the virtues of the Settlement. The Plaintiffs and Class Counsel undertake to give the Defendants, in accordance with paragraph 69 of the Transaction, twenty-four (24) hours' notice in advance of the publication, dissemination or communication of the press release. Notice must be given between 8:30 a.m. and 1:00 p.m. on a business day.
34. For greater certainty, the only public communications on the part of the Plaintiffs and Class Counsel with respect to any and all matters related to the Class Action shall be those described in paragraph 33 and the Notices.

IX. DISTRIBUTION OF CREDITS TO ELIGIBLE MEMBERS

35. Within one hundred and twenty (120) Days following the Effective Date, the Credits will be deposited on the Tim Hortons App, and applied directly to each Eligible Members' Account, insofar as they have an Active Account as of the Reparation Date. Once deposited in an Eligible Member's Active Account, the Credit must be redeemed within twelve (12) months of its deposit, after which period the Credit will expire and be removed from the Eligible Members' Accounts. If an Eligible Member with an Active Account fails to redeem the Credit during this initial period of twelve (12) months, such Eligible Member may, during a subsequent period of twelve (12) months, contact the Defendants' guest services (contact information to be included in the Notice of Approval of the Transaction) and provide the email address linked to such Account. Upon validation that the claim is an original claim made by an Eligible Member, a Credit will be issued by email to such Eligible Member. Such a Credit will expire at a date twenty-four (24) months after the initial Reparation Date pursuant to this paragraph (i.e. a date within one hundred and twenty (120) Days following the Effective Date).
36. Within one hundred and twenty (120) Days following the Effective Date, a Credit will be issued by email to each Eligible Member who does not have an Active Account and for whom the Defendants have an email address on file. A Credit issued by email pursuant to this paragraph will expire twenty-four (24) months after its issuance.
37. Eligible Members who do not have an Active Account as of the Effective Date and for whom the Defendants do not have an email address on file, if any, will have a period of ninety (90) Days from the publication of the Notice of Approval of the Transaction (per subparagraph VIII.29(a) above) to contact the Defendants' guest services (contact information to be included in the Notice of Approval of the Transaction) and provide the email address linked to such Account. Upon validation that the claim is made by an Eligible Member, a Credit will be issued by email to such Eligible Member.

Such a Credit will expire at a date twenty-four (24) months after the initial Reparation Date pursuant to paragraphs 35 and 36 (i.e. a date within one hundred and twenty (120) Days following the Effective Date).

38. The Reparation Date shall correspond to the first date at which the distribution of Credits takes place for each Eligible Member, pursuant to the mechanisms provided at paragraphs 35 to 37, the latter such date being the "Reparation Date" for other purposes herein.

X. NO REMAINING BALANCE AFTER IMPLEMENTATION

39. After the Transaction has been implemented and executed, there shall be no surplus amount remaining for remittance, reparation or compensation to any Group Members or any private or public third party and there shall be no benefit to Group Members, Class Counsel or the Plaintiffs other than the Credits so deposited or issued and the payment of Class Counsel Fees in accordance with the Transaction.

40. It is expressly agreed and understood by the Parties, and it constitutes for the Defendants a principal consideration for their consent to enter into the Transaction, that unused, unredeemed or unclaimed 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 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.

XI. DELETION OF GROUP MEMBERS' GEOLOCATION INFORMATION

41. Within ninety (90) Days from the Effective Date, the Defendants shall take the appropriate measures to permanently delete any geolocation information about Group Members that may be in their possession and shall instruct Radar to do the same.

XII. DISMISSAL OR PERMANENT STAY OF THE OTHER CLASS ACTIONS

42. As contemplated herein and as an integral part of the Settlement, the Plaintiffs in the Other Class Actions undertake to bring motions on consent and make best efforts to obtain orders dismissing or permanently staying each of those proposed class actions, as against all defendants named in each of the Other Class Actions on a without costs basis.

XIII. FEES AND DISBURSEMENTS OF CLASS COUNSEL

43. The Parties have agreed on an amount of class counsel fees of CAD \$1,500,000.00 plus GST and HST to be shared equally amongst Québec Class Counsel and ROC Class Counsel. Class Counsel Fees represent any and all claimable Class Counsel judicial fees and are inclusive of all extra-judicial fees, expert fees, costs and disbursements, irrespective of whether they relate to the Class Action or the Other Class Actions, and are to be approved by the Court in the Judgment Approving the Transaction. For greater certainty, an eventual reduction of the amount of Class Counsel Fees by the Court shall not cause the Transaction to be terminated or deemed null and void.

44. Defendants will pay the Class Counsel Fees to Class Counsel within thirty (30) Days of the Effective Date and after having received Class Counsel's respective GST/HST registration numbers. For greater certainty, the conditions precedent to determine the Effective Date must have been satisfied in order for any amount of Class Counsel Fees to become payable. In each case, the Parties agree that the relevant judgments and orders to be rendered must be final. A judgment will be deemed final upon (i) expiry of the period for commencement of an appeal or application for leave to appeal or (ii), if an appeal or application for leave to appeal is filed with respect to such judgments or order(s), upon such appeal or application being dismissed by a final judgement of the relevant appellate court, and the expiry of any period for further appeals or application for leave to appeal.

Defendants shall pay Class Counsel Fees by wire transfer and Class Counsel will provide all necessary banking information to complete said wire transfer upon request.

45. In consideration of payment of the Class Counsel Fees, Class Counsel will not, directly or indirectly, claim from the Defendants, BKC or the Group 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 claim or class action that relates to or arises in whole or in part from any of the facts or causes of action alleged in the Class Action or the Documents, or the Other Class Actions. However, this section shall not be operative to the extent that it is inconsistent with BC Counsel's obligations under Rule 3.2-10 of the *Code of Professional Conduct for British Columbia*.

XIV. RENDERING OF ACCOUNT

46. The Defendants will render account of the implementation and execution of the Transaction within sixty (60) Days following the Reparation Date or payment of all Class Counsel Fees, whichever is later.
47. In this regard, the Defendants will send and indicate the following information to the Court and Class Counsel, in the form of one or more affidavits of one or more representatives of the Defendants, attesting to the accuracy and truth of the facts set out therein:
- (a) The fact that the Transaction has been duly implemented and executed on the Reparation Date;
 - (b) The number of Eligible Members that received reparation at the Reparation Date in accordance with the terms and conditions of the Transaction;
 - (c) The total amount of Credits representing reparation remitted to the Eligible Members on the Reparation Date;
 - (d) The fact that the Notice of Approval of the Transaction has been communicated to Eligible Members in accordance with the terms and conditions set out in paragraph 29 of the Transaction;
 - (e) The fact that appropriate measures were implemented by Defendants to permanently delete any geolocation information about Group Members that may be in their possession, that Defendants instructed Radar to do the same and that confirmation was received from Radar to the effect that any geolocation information about Group Members that may be in Radar's possession as a result of Group Members' use of the Tim Hortons App was permanently deleted; and
 - (f) The date of the remittance of the Class Counsel Fees in accordance with the terms and conditions set out in paragraphs 43 to 45 of the Transaction.

XV. RELEASE AND DISCHARGE (DEFENDANTS)

48. On the Effective Date, subject to the destruction of data being carried out as agreed pursuant to paragraph 41, and in consideration of the Credits and for other valuable consideration set forth in the Transaction, Class Counsel, the Plaintiffs, the Group Members who have not exercised the Right of Exclusion, and their respective parents, subsidiaries, affiliates, predecessors, partners, agents, mandataries, representatives, heirs, successors, executors, administrators, insurers, beneficiaries and assigns, if any (collectively, the "**Releasers**"), hereby individually and collectively give a full, general, irrevocable, absolute and final release and discharge to the Defendants, their affiliates, related entities, subsidiaries, and their respective past and present mandataries, agents, contractors (including, but not limited to, Radar), representatives, partners, insurers, reinsurers,

shareholders, employees, officers, directors, professionals, staff, predecessors, successors and assigns, as well as Counsel for the Defendants and Blake, Cassels & Graydon LLP (collectively, the “**Releasees**”), for any and all manner of past, current or future claims, demands, actions, suits, debts, judgments, losses, damages of any kind (including compensatory, punitive or other damages), liabilities of any nature or causes of action of any kind whatsoever, whether class, individual or otherwise in nature, whether personal or subrogated, including interest, costs, expenses, class administration expenses, penalties, experts' fees, disbursements, judicial fees, solicitor-clients fees, and legal fees that the Plaintiffs and the Group Members had, have or may have, directly or indirectly, known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, arising in law, under statute, or in equity, or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, relating in any way to conduct anywhere related to, arising from, or described in any of the facts or causes of action alleged in any of the proceedings relating to the Initial Class Action, Class Action or Other Class Actions (including without limitation breaches of the Civil Code of Quebec, of the Quebec Charter of Human Rights and Freedoms, of federal and provincial privacy legislation, of provincial consumer protection legislation, of the Competition Act, breach of contract, intrusion upon seclusion, statutory privacy torts and breach of trust), the supporting exhibits or the Documents, including without limitation any such claims which have been, might have been, are now, or could have been asserted by any of the Releasers in an individual or representative capacity, directly or indirectly, whether in Canada or elsewhere, arising out of, based upon, or related to, in whole or in part, the alleged facts and circumstances underlying the claims and causes of action set forth in (or that could have been raised in) the Initial Class Action, Class Action or Other Class Actions (collectively, the “**Released Claims**”). On the Effective Date, the Releasers will be forever barred and enjoined from continuing, commencing, instituting, maintaining, asserting or prosecuting, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, against any of the Releasees, and/or any other person or third-party who may claim contribution or indemnity or claim over other relief from any Releasee, in respect of any Released Claims. For greater certainty and without limiting the foregoing, the Releasers shall not assert or pursue a Released Claim against any Releasee under the laws of any foreign jurisdiction.

49. On the Effective Date, the Plaintiffs and each of the Group Members who have not exercised the Right of Exclusion shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of any action or proceeding relating to the Released Claims against the Releasees and all such actions or proceedings shall be dismissed, without costs and with prejudice.

XVI. RELEASE AND DISCHARGE (BKC)

50. On the Effective Date, and for valuable consideration set forth in the Transaction, Class Counsel, the Plaintiffs, and their respective parents, subsidiaries, affiliates, predecessors, partners, agents, mandataries, representatives, heirs, successors, executors, administrators, insurers, beneficiaries and assigns, if any (collectively, the “**BKC Releasers**”), hereby individually and collectively give a full, general, irrevocable, absolute and final release and discharge to BKC, its affiliates, related entities, subsidiaries, and its respective past and present mandataries, agents, contractors, representatives, partners, insurers, reinsurers, shareholders, employees, officers, directors, professionals, staff, predecessors, successors and assigns, as well as Counsel for the Defendants and Blake, Cassels & Graydon LLP (collectively, the “**BKC Releasees**”), for any and all manner of past, current or future claims, demands, actions, suits, debts, judgments, losses, damages of any kind (including compensatory, punitive or other damages), liabilities of any nature or causes of action of any kind whatsoever, whether class, individual or otherwise in nature, whether personal or subrogated, including interest, costs, expenses, class administration expenses, penalties, experts' fees, disbursements, judicial fees, solicitor-clients fees, and legal fees that the Plaintiffs had, have or may have, directly or indirectly, known or unknown, suspected or unsuspected,

foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, arising in law, under statute, or in equity, or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, relating in any way to conduct anywhere related to, arising from, or described in any of the facts or causes of action alleged in any of the proceedings relating to the Initial Class Action, Class Action or Other Class Actions (including without limitation breaches of the Civil Code of Quebec, of the Quebec Charter of Human Rights and Freedoms, of federal and provincial privacy legislation, of provincial consumer protection legislation, of the Competition Act, breach of contract, intrusion upon seclusion, statutory privacy torts and breach of trust), the supporting exhibits or the Documents, including without limitation any such claims which have been, might have been, are now, or could have been asserted by any of the BKC Releasers in an individual or representative capacity, directly or indirectly, whether in Canada or elsewhere, arising out of, based upon, or related to, in whole or in part, the alleged facts and circumstances underlying the claims and causes of action set forth in (or that could have been raised in) the Initial Class Action, Class Action or Other Class Actions (collectively, the “**BKC Released Claims**”). On the Effective Date, the BKC Releasers will be forever barred and enjoined from continuing, commencing, instituting, maintaining, asserting or prosecuting, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, against any of the BKC Releasees, and/or any other person or third-party who may claim contribution or indemnity or claim over other relief from any BKC Releasee, in respect of any BKC Released Claims. For greater certainty and without limiting the foregoing, the BKC Releasers shall not assert or pursue a BKC Released Claim against any BKC Releasee under the laws of any foreign jurisdiction.

51. On the Effective Date, the Plaintiffs shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of any action or proceeding relating to the BKC Released Claims against the BKC Releasees and all such actions or proceedings shall be dismissed, without costs and with prejudice.

XVII. NO ADMISSION OF LIABILITY

52. Whether or not the Transaction is finally approved, is terminated, or otherwise becomes null and void, no provision of the Transaction, no negotiations, documents, discussions or proceedings associated with the Transaction, and no action taken to carry out the Transaction will constitute or be deemed to constitute or be construed or interpreted as constituting a waiver by the Defendants or BKC of any right or defence against any claim, suit or cause of action of a Group Member who has exercised the Right of Exclusion or a waiver by the Defendants or BKC of any right or defence in contesting the Initial Class Action, Class Action or Other Class Actions should the Transaction not be approved by the Court or otherwise become null and void owing to the application of any of the provisions of the Transaction.
53. No provision of the Transaction will constitute or be deemed to constitute or be construed as constituting a waiver by the Plaintiffs and the Group Members of any right, claim, suit or cause of action against the Defendants or BKC should the Transaction not be approved by the Court or otherwise become null and void owing to the application of any of the provisions of the Transaction.
54. Whether or not the Transaction is finally approved, terminated, or otherwise becomes null and void, the obligations, of whatever kind, assumed by the Defendants and Counsel for the Defendants in executing the Transaction, the negotiations, documents, discussions, or proceedings associated with the Transaction, the actions taken to carry out the Transaction, the consent of the Defendants to the Transaction taking place and the Court issuing the Judgment Authorizing the Class action or the Judgment Approving the Transaction, shall not constitute or be deemed to constitute or be construed or interpreted as constituting in any manner an admission of wrongdoing or liability by

the Defendants or BKC, of any violation of any statute, regulation or law, or of the truth of any of the claims or allegations made in the Initial Class Action, Class Action or Other Class Actions.

XVIII. TERMINATION

55. In the event that:

- (a) the Court does not amend the definition of the Group as contemplated in paragraphs III.3(a) and 9;
- (b) the Court does not authorize the Class Action as a class proceeding for the purpose of settlement only;
- (c) the Court declines to approve this Transaction or any material part hereof or approves this Transaction in a materially modified form;
- (d) the Judgment Approving the Transaction is successfully appealed from;
- (e) a British Columbia court or Ontario court orders the dismissal of an application by a Defendant, Defendants or BKC to dismiss or permanently stay any of the Other Class Actions or an application by a Defendant, Defendants or BKC to recognize and enforce the Judgment approving this Transaction (a "**Dismissal Order**"), and (i) there is no right of appeal from the Dismissal Order, or (ii) a Defendant, Defendants or BKC, in its sole discretion, decides not to appeal or seek leave to appeal the Dismissal Order;
- (f) the number of Members who exercise their Rights of Exclusion exceeds 250; or
- (g) any orders approving this Transaction made by the Court or the orders in the Other Class Actions either dismissing or permanently staying those actions do not become final orders;

the Defendants shall have the right to terminate this Transaction and, except as provided for in paragraphs 56 and 57, 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.

56. If this Transaction is terminated:

- (a) no application to authorize the Class Action as a class proceeding on the basis of this Transaction shall proceed and the Parties shall return to their state prior to the execution of this Agreement;
- (b) any and all orders authorizing the Class Action on the basis of this Transaction 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 Group and the common issues alleged in the Class Action, shall be deemed null and void and of no force or effect and be 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 provided by the Defendants and BKC or containing or reflecting information derived from such documents or other materials received from the Defendants and BKC and, to the extent Class Counsel has disclosed any documents or information provided by the Defendants and BKC to any other person, shall recover and destroy such documents or information. Class Counsel shall provide the Defendants and

BKC with a written confirmation of such destruction. Any such documents or materials will not be admissible in evidence for any purpose in the Initial Class Action, Class Action or Other Class Actions, or any other proceeding.

57. If this Transaction is terminated the provisions of Section II (Definitions) shall survive the termination and continue in full force and effect only for the limited purpose of the interpretation and implementation of paragraphs 3, 5, 52-54, 56, and 65 within the meaning of this Transaction, which paragraphs shall survive the termination and continue in full force and effect. All other provisions of this Transaction and all other obligations pursuant to this Transaction shall cease to have effect immediately.

XIX. SCHEDULES

58. The following Schedules form an integral part of the Transaction and are incorporated herein as if they were recited at length:
- (a) Schedule A: Avis d'audience d'approbation de la Transaction;
 - (b) Schedule B: Notice of Hearing to Approve the Transaction;
 - (c) Schedule C: Avis d'Approbation de la Transaction;
 - (d) Schedule D: Notice of Approval of the Settlement;

XX. FINAL PROVISIONS

59. The Transaction and the Schedules hereto constitute the full and entire Transaction between the Parties.
60. The Transaction and the Schedules hereto supersede all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements and agreements in principle in connection herewith. The Parties agree that they have not received or relied on any agreements, representations, or promises other than as contained in the Transaction and the Schedules. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Transaction, unless expressly incorporated herein.
61. The Transaction may not be modified or amended except as agreed in writing by all Parties.
62. The Transaction has been the subject of negotiations and discussions among the Parties, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of the Transaction shall have no force or effect. The Parties further agree that the language contained or not contained in previous drafts of the Transaction, or any agreement in principle, shall have no bearing upon the proper interpretation of the Transaction.
63. The Transaction constitutes the full and final settlement of any dispute between the Parties and the Group Members concerning the Class Action and constitutes a transaction within the meaning of Articles 2631 and following of the *Civil Code of Québec*.
64. The Transaction will not be considered to constitute an admission or acknowledgment by any of the Parties of the validity of any right, claim or defence.
65. The Parties submit to the jurisdiction of the Court, and agree that the Court shall have exclusive and continuing jurisdiction over the Parties for all purposes relating to the implementation,

effectuation, interpretation, administration, monitoring and enforcement of this Transaction and its Schedules, any litigation or dispute that may arise therefrom, and all provisions thereof with respect to all Parties hereto and all beneficiaries hereof, including the Plaintiffs, Class Counsel, the Defendants, BKC, Group Members, the Releasees, the Releasers, the Released Claims, the BKC Releasees, the BKC Releasers, and the BKC Released Claims. The Transaction and its Schedules will be governed and construed in accordance with the laws in force in the Province of Québec and the Parties submit to the exclusive jurisdiction of the Superior Court of Québec in this regard;

66. In the event of a discrepancy between the wording of the notices to Members and the Transaction, the wording of the Transaction will take precedence.
67. All costs associated with the implementation and execution of the Transaction that have not been specifically provided for by the Transaction, if any, will be borne by the party that has incurred them and their reimbursement may not be claimed from any other party.
68. To the extent that any provision or term of this Transaction provides for the consent, agreement or approval of the Plaintiffs or Group Members, the Parties or Class Counsel, the Plaintiffs acknowledge and agree that Class Counsel is authorized to give such consent, agreement or approval and that the Plaintiffs and Group Members will be bound by such consent, agreement or approval.
69. The Parties have expressly agreed that this Transaction and documents ancillary thereto be drafted in the English language. Les Parties ont expressément convenu que la présente Transaction et les documents y afférents soient rédigés en langue anglaise.
70. An unofficial French translation of the Transaction and Schedules shall be prepared, the cost of which shall be paid by the Defendants. In the event of a dispute as to the interpretation or application of the Transaction, only the English version shall govern. The Defendants and BKC shall not have any responsibility for the costs of any translation of any orders or other documents.
71. The Transaction may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronically transmitted signature shall be deemed an original signature for purposes of executing the Transaction.
72. Any communication to a party with respect to the implementation and execution of the Transaction will be in writing, by mail, fax, messenger or email and will be addressed as follows:

To the attention of Holcman,
the Group or Québec Class Counsel:

Mtre Joey Zukran
LPC AVOCATS INC.
276 St-Jacques Street, Suite 801
Côte St-Luc, Québec, H2Y 1N3
Telephone: 514.379.1572 / Fax:
514.221.4441
Email: JZUKRAN@LPCLEX.COM

Mtre Jeff Orenstein
CONSUMER LAW GROUP INC.
1030 Rue Berri, Suite 102
Montreal, Québec, H2L 4C3
Telephone: 514.266.7863
Email: JORENSTEIN@CLG.ORG

To the attention of the Defendants:

Mtre Pierre-Paul Daunais
Mtre Frédéric Paré
Mtre Jean-François Forget
STIKEMAN ELLIOTT LLP
1155 Blvd. René-Lévesque West
41st Floor
Montreal, Québec H3B 3V2
Telephone: 514.397.2428
514.397.3690
514.397.3072
Email: ppdaunais@stikeman.com
fpare@stikeman.com
jfforget@stikeman.com

To the attention of the Plaintiffs Jung, Law and
Sitko or ROC Class Counsel:

Richard Chang
Darryl Singer
Sandra Zisckind
Jeremy Diamond
DIAMOND & DIAMOND LAWYERS LLP
1727 W Broadway Street, Suite 400
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darryl@diamonddlaw.ca
sandra@diamonddlaw.ca
jeremy@diamonddlaw.ca

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Sean Campbell
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Michael O'Brien
Tel: 416.617.0533
Email: mobrien@tyrllp.com


Judith Manger
Tel: 647.281.7141
Email: jmanger@tyrllp.com

**IN WITNESS WHEREOF, THE PLAINTIFFS, THE DEFENDANTS, THEIR RESPECTIVE COUNSEL AND
BKC HAVE SIGNED:**

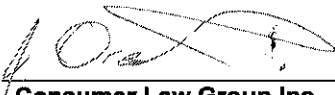
Signed this May 26, 2022, 2022



STEVE HOLCMAN



LPC Avocats Inc. Per: Joey Zukran
Québec Class Counsel and Counsel for **Steve
Holcman**



Consumer Law Group Inc. Per: Jeff Orenstein
Québec Class Counsel and Counsel for **Steve
Holcman**

Signed this May 26, 2022

WAI LAM JACKY LAW

Diamond & Diamond Lawyers LLP
ROC Class Counsel and Counsel for Wai Lam
Jacky Law, William Jung, Ashley Sitko and
Ashley Cadeau



WILLIAM JUNG

Paul Bates
ROC Class Counsel and Counsel for Wai Lam
Jacky Law, William Jung, Ashley Sitko and
Ashley Cadeau

ASHLEY SITKO

Tyr LLP
ROC Class Counsel and Counsel for Wai Lam
Jacky Law, William Jung, Ashley Sitko and
Ashley Cadeau

ASHLEY CADEAU

Signed this _____, 2022

SignNow e-signature ID: 0b4966e95c...

09/30/2022 15:33:58 UTC
WAI LAM JACKY LAW

SignNow e-signature ID: bb16667884...

09/30/2022 15:33:58 UTC
Diamond & Diamond Lawyers LLP
ROC Class Counsel and Counsel for Wai Lam
Jacky Law, William Jung, Ashley Sitko and
Ashley Cadeau

WILLIAM JUNG

SignNow e-signature ID: 089f82a20e...

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Paul Bates
ROC Class Counsel and Counsel for Wai Lam
Jacky Law, William Jung, Ashley Sitko and
Ashley Cadeau

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09/30/2022 15:33:58 UTC
ASHLEY SITKO

Tyr LLP
ROC Class Counsel and Counsel for Wai Lam
Jacky Law, William Jung, Ashley Sitko and
Ashley Cadeau

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09/27/2022 17:36:19 UTC
ASHLEY CADEAU

Signed this May 26, 2022



**RESTAURANT BRANDS INTERNATIONAL
INC.**



STIKEMAN ELLIOTT LLP
Counsel for RESTAURANT BRANDS
INTERNATIONAL INC., RESTAURANT
BRANDS INTERNATIONAL LIMITED
PARTNERSHIP AND THE TDL GROUP
CORP.



**RESTAURANT BRANDS INTERNATIONAL
LIMITED PARTNERSHIP**, acting through its
general partner **RESTAURANT BRANDS
INTERNATIONAL INC.**



THE TDL GROUP CORP.



BK CANADA SERVICE ULC