

C A N A D A

(Class Action)

PROVINCE OF QUEBEC

SUPERIOR COURT

DISTRICT OF MONTREAL

N^o: 500-06-001148-218

NOÉMIE DUBÉ

Plaintiff

v.

COOPÉRATIVE DE SERVICES
ENFANCEFAMILLE.ORG

-and-

PROCUREUR GÉNÉRAL DU QUÉBEC –

Defendants

SETTLEMENT AGREEMENT

PREAMBLE

- A.** WHEREAS this Settlement Agreement (the “**Settlement Agreement**”) is entered into by and among (i) Plaintiff Dubé (the “**Representative Plaintiff**” or “**Plaintiff**”) and the Settlement Class defined below, and (ii) Defendants Coopérative de services enfancefamille.org (hereinafter the “**Coopérative**”) and the Procureur général du Québec (hereinafter the “**PGQ**”) (hereinafter collectively the “**Defendants**”).
- B.** WHEREAS, in May 2021, the Coopérative managed the public sole gateway service (website and portal) to recognized daycares spaces in Québec, which website and portal is known as “La Place 0-5” (hereinafter “**La Place 0-5**”).
- C.** WHEREAS according to the Coopérative, on May 10, 2021, it learned that La Place 0-5 website and database had been breached and that some of its records and client information had been accessed and downloaded by an unauthorized third party on May 8, 2021 (the “**Data Breach**”).

- D. **WHEREAS** the Coopérative confirms that between May 14, 2021 and June 2, 2021, it sent the 8,589 La Place 0-5 users/clients whose information had in fact been accessed and downloaded during the Data Breach an email, letter or telephone call alerting them to the data incident. The Coopérative hereby confirms that further to its investigations, only the said 8,589 users/clients of La Place 0-5 website had their information accessed and downloaded (i.e. the Coopérative hereby confirms that it was not the other broader database of clients and users of La Place 0-5 website as at May 8, 2021, whose information had been accessed and downloaded).
- E. **WHEREAS** on May 14, 2021, Representative Plaintiff filed an Application for Authorization to Institute a Class Action against the Defendants (the "**Application**"), alleging various damages resulting from the Data Breach (the "**Class Action**").
- F. **WHEREAS** although the Application alleged that at least 86,948 files were breached or accessed in the Data Breach, the Parties acknowledge, relying on the confirmation above by the Coopérative, that only 8,589 users/clients of La Place 0-5 website had their information accessed and downloaded.
- G. **WHEREAS** the Representative Plaintiff maintains that her Application, claims and the Class Action are well-founded and Defendants contest the Application, claims and Class Action.
- H. **WHEREAS** the settlement set forth in this Settlement Agreement is entered by the parties without any admission, but rather to avoid the costs and delays inherent to litigation. It is the product of sustained arm's length negotiations between the parties and is further to a Judicial Settlement Conference (*Conférence de règlement à l'amiable*) conducted on September 20, 2023 before the Honorable Justice Christiane Alary, J.S.C.
- I. **WHEREAS** the parties hereby confirm that in their opinion, the settlement set forth in this agreement is fair, reasonable and in the best interests of the parties and the Settlement Class Members.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PREAMBLE

1.1 The preamble and enclosed schedules form part of this Settlement Agreement, as though recited at length herein.

2. DEFINITIONS

As used in this Settlement Agreement, the terms set forth in this section in boldface type will have the following meanings:

2.1 “**Agreement**”, “**Settlement**” or “**Settlement Agreement**” means the present settlement agreement including all schedules;

2.2 “**Approval Hearing**” or “**Settlement Approval Hearing**” means the hearing to be held before the Court in order to seek the approval of the Settlement Agreement;

2.3 “**Approval Judgment**” or “**Approval Order**” means the Court’s order or judgment approving the Settlement Agreement;

2.4 “**Approval Notice**” means the English and French versions of the notice that is intended to inform Settlement Class Members of the Approval Judgment and of the required steps for Settlement Class Members to submit a claim. The final versions of this notice will need to be approved by the Court in this Class Action;

2.5 “**Cap**” means the total all-inclusive amount that Defendants agree to pay in the context of the present Settlement which is set at \$250,000 CAD in capital, interests, taxes and fees, including but not limited to the pre-approved Representative Plaintiff’s claim, the amounts payable to eligible Settlement Class Members pursuant to the Distribution Protocol, the Class Counsel Fees and disbursements, the expenses relating to the Notices, and the Claims Administrator’s fees, costs and disbursements, including all applicable taxes;

2.6 “**Claim Form**” means the document that Settlement Class Members must complete and submit, along with the required supporting documentation in order to claim compensation under the Settlement Agreement, as set out in Schedule D hereto;

2.7 “**Claims Administrator**”, “**Settlement Administrator**” or “**Administrator**” means the entity responsible for implementing and managing the claims process described in the

Distribution Protocol, Schedule A hereto, that the Class Counsel will propose and which is subject to Court approval and Court appointment;

2.8 “**Class Action**” means the class action proceedings brought by the Representative Plaintiff against Defendants before the Superior Court of Québec bearing Court File No. 500-06-001148-218;

2.9 “**Class Counsel**” means the Plaintiff’s Counsel, the firm of Lex Group Inc.;

2.10 “**Class Counsel Fees**” means the amount of \$75,000, plus GST and PST (calculated at the time of payment), which Defendants agree to pay subject to the approval of the Court, as more fully detailed hereinbelow, and is separate from the amount of \$2,500 in disbursements also payable to Class Counsel. All said amounts are included in the Cap;

2.11 “**Coopérative’s Counsel**” means the law firm of Jeansonne Avocats, inc.;

2.12 “**Court**” means the Superior Court of Québec;

2.13 “**Distribution Protocol**” means the protocol, substantially in the form of Schedule A, for distributing the settlement payments to Settlement Class Members who submit a valid Claim Form;

2.14 “**Effective Date**” means the date on which the Approval Judgment becomes *res judicata*;

2.15 “**Net Cap**” means the remainder of the Cap after first deducting all the Claim’s Administrator’s fees, costs and disbursements, including the Notice costs, and the Class Counsel Fees and its disbursements;

2.16 “**Notice(s)**” means the English and French versions of the Pre-Approval Notice, the Approval Notice, and any other form of notice ordered and approved by the Court;

2.17 “**Notice Plan**” means the plan for disseminating the Pre-Approval Notice and Approval Notice which shall be pursuant to the protocols outlined in this Settlement Agreement and approved by the Court;

2.18 “**PGQ’s Counsel**” means Bernard, Roy (Justice-Québec);

2.19 “La Place 0-5 Notice(s)” means the emails, letters or phone calls sent/made by the Coopérative between May 14, 2021, and June 2, 2021, informing the 8,589 Settlement Class Members about the Data Breach;

2.20 “Pre-Approval Judgment” means the Court’s judgment approving the proposed Pre-Approval Notice and Notice Plan, appointing the Claims Administrator, and authorizing the Class Action for settlement purposes only;

2.21 “Pre-Approval Notice” means the notice that advises Settlement Class Members of the authorization of the Class Action for settlement purposes only and of the upcoming Approval Hearing of the Settlement Agreement, pursuant to Article 590 of the Code of Civil Procedure, in its detailed version (“**Long Form Notice**”) (Schedule C) and summary version (“**Short Form Notice**”) (Schedule B);

2.22 “Released Claims” has the definition set forth in Section 7;

2.23 “Released Parties” means Defendants and their predecessors, successors, assigns and any other affiliates, parent companies as well as their respective directors, officers, shareholders, employees, agents, liquidators, members, insurers, such as Intact Insurance Company acting as Coopérative’s insurer, re-insurers and representatives;

2.24 “Releasing Parties” means the Settlement Class Representative and any Settlement Class Members who have not opted out of the Class Action (as detailed below) as well as their respective predecessors, heirs, executors, successors, assigns, insurers, re-insurers and representatives;

2.25 “Settlement Class Member(s)” or “Settlement Class” means the 8,589 persons in Québec, whose personal information was accessed and downloaded during the Data Breach which occurred on May 8, 2021;

2.26 “Settlement Class Representative”, “Class Representative”, “Plaintiff” or “Representative Plaintiff” means the Representative Plaintiff Noémie Dubé;

2.27 “Substantiated Losses” means losses, costs and/or unreimbursed expenses which were caused to a Settlement Class Member by the Data Breach and/or incurred by a Settlement Class Member as a result of the Data Breach or the receipt of La Place 0-5 Notice(s), for which Settlement Class Members submit reasonable documentation dated from May 8, 2021,

to the date of the Pre-Approval Judgment (documentation acceptable to the Claims Administrator, at its discretion) such as invoices, receipts, statements or photos, that demonstrate that such losses or costs were caused by or as a result of the Data Breach or the receipt of La Place 0-5 Notice(s), as more fully detailed hereinbelow and in the Distribution Protocol. Substantiated Losses cannot be documented solely by a personal declaration or affidavit;

3. APPROVAL OF THE SETTLEMENT

3.1 This Settlement Agreement shall be null and void and of no force or effect unless the Court approves this Settlement Agreement and issues the Approval Judgment, and the Effective Date has occurred.

3.2 As soon as practicable after the Parties have signed the present Settlement Agreement, the Parties agree that Class Counsel will file an application for the Court's issuance of the Pre-Approval Judgment (if possible, in letter format). Class Counsel will submit the draft of the said application to Defendants' Counsels for their comments before its filing with the Court.

3.3 At least 7 days before that Approval Hearing, Class Counsel will file an application to seek the Court's approval of the Settlement and Class Counsel Fees and disbursements. Class Counsel will submit the draft of said application to Defendants' Counsels for their comments before its filing with the Court.

3.4 The Defendants hereby confirm that they have already deposited the Cap, namely \$250,000 CAD, with Jeansonne Avocats, inc. in trust. From this Cap held in trust, Jeansonne Avocats, inc. will pay all the fees, costs and disbursements related to the publication of the Pre-Approval Notice and/or other fees and disbursements of the Claims Administrator incurred prior to the Effective Date, provided that such fees, costs and disbursements have been incurred in accordance with the Claims Administrator's quote which must be pre-approved by the Defendants. Within 10 days of the Effective Date, Jeansonne Avocats, inc. will transfer the remainder of the Cap to the Claims Administrator, in trust, which will be used to pay for any and all amounts provided by this Agreement.

3.5 In the event that the Court does not approve the Settlement and/or the Effective Date does not occur, for any reason whatsoever (other than the amount of Class Counsel Fees and its disbursements), the parties would be restored to the state in which they were on September 19, 2023, although Defendants will remain solely responsible to pay any and all fees,

costs and disbursements related to the publication of the Pre-Approval Notice including any and all Claims Administrator's fees and disbursements incurred up until that time, provided that such fees, costs and disbursements have been incurred in accordance with the Claims Administrator's quote which must be pre-approved by the Defendants. In this regard, the parties confirm that the Representative Plaintiff, Class Counsel and the Settlement Class Members will never be expected or liable to pay for any such Claims Administrator and/or Notice costs, fees or disbursements.

3.6 Binding force. The Approval Judgment, once issued and once the Effective Date has occurred, shall bind all Settlement Class Members, except for those Settlement Class Members who have opted-out of the Class Action in accordance with the provisions of the present Settlement Agreement and the Pre-Approval Judgment.

4. NOTICE

4.1 Pre-Approval Notice. As soon as practicable after the Pre-Approval Judgment is rendered, the Settlement Class Members shall be notified by Pre-Approval Notice that the Class Action has been authorized by the Court for the sole purpose of approving the Settlement Agreement. In addition, the Pre-Approval Notice will state, *inter alia*: (i) that the Settlement Agreement will be submitted to the Court for approval, specifying the date and place of such hearing but stating that these may change and will be posted on the Settlement Website and on Class Counsel's website; (ii) the nature of the Settlement Agreement and the method of its execution; (iii) that Settlement Class Members who have not opted-out of the Class Action have the right to object to the Settlement Agreement and present their arguments to the Court, detailing the required conditions in this regard; (iv) the procedure to be followed in order to Opt-out of the Class Action before the Opt-out Deadline. Attached is the Pre-Approval Notice in the proposed short form and long form as Schedules B and C respectively. The Pre-Approval Notice shall be published and disseminated pursuant to the forms and protocols of the Notice Plan to be approved by the Court in the Pre-Approval Judgment.

4.2 Approval Notice. No later than 30 days after the Effective Date, a new notice shall be sent to inform Settlement Class Members that this Settlement Agreement has been approved by the Court. The Approval Notice shall be published and disseminated pursuant to the forms and protocols of the Notice Plan to be approved by the Court in the Approval Judgment.

4.3 Notice Plan for the Pre-Approval Notice. Within thirty (30) days following the Pre-Approval Judgment, the Pre-Approval Notice shall be disseminated in English and in French, in the form and means of publication limited to the following Notice Plan:

- a) In the proposed Long Form sent by direct emails or letters from the Claims Administrator to all 8,589 Settlement Class Members, as per the lists to be provided by the Coopérative to the Claims Administrator, and to any person who have submitted their contact information to Class Counsel in this file (list to be confidentially provided by Class Counsel to the Claims Administrator);
- b) In the proposed Short Form issued in a bilingual press release published on www.newswire.ca, on the Class Actions Registry, on the Settlement website, and on Class Counsel's website;
- c) In the proposed Long Form posted on the Class Actions Registry, on the Settlement Website, and on Class Counsel's website;

4.4 Notice Plan for the Approval Notice. Within thirty (30) days following the Effective Date, the Approval Notice shall be disseminated in English and in French, in the form and means of publication limited to the following Notice Plan:

- a) The Approval Notice will be sent by email or letter by the Claims Administrator directly to all 8,589 Settlement Class Members, taking into account the Claims Administrator's experience in relation to its disseminating the Pre-Approval Notices, namely taking into account any address changes and/or undeliverable addresses encountered.
- b) The Approval Notice will be posted on the Class Actions Registry, the Settlement Website, and on Class Counsel's website;

5. OPT-OUTS BY SETTLEMENT CLASS MEMBERS AND OBJECTIONS

5.1 Procedure for Opt-outs. Defendants agree that Class Counsel will request that the Court order a procedure for Settlement Class Members wishing to be excluded from the Class Action ("opt-out") in accordance with the provisions in the Pre-Approval Judgment, the Pre-

Approval Notice attached as Schedules B and C, and the Opt-out Form attached as Schedule E. Each Settlement Class Member who does not submit a valid and timely request to opt-out shall remain included in the Class Action and shall be bound by all proceedings, orders and Judgments in the Class Action. Furthermore, each Settlement Class Member who does not submit a valid and timely request to opt-out shall be bound by the settlement and releases provided in this Settlement Agreement (if the settlement is approved by the Court). Within ten (10) days of the date set forth in the Pre-Approval Notice by which opt-out must be postmarked, the Claims Administrator shall send copies of all received opt-outs to Class Counsel and to Defendants' counsels.

5.2 Procedure for Objecting or Commenting. Unless otherwise authorized by the Court, any Settlement Class Member who has not opted out (as detailed above) and who intends to object to or comment on this Settlement Agreement must do so in writing no later than twenty (20) days prior to the Settlement Approval Hearing (hereinafter the "**Objection Date**"). The written objection must be sent to Class Counsel no later than on the Objection Date. Within 10 days after the Objection Date, Class Counsel will provide a copy of the written objection to Coopérative's Counsel and PGQ's Counsel. The written objection must include (a) a heading which refers to the Dubé vs. Coopérative de services enfancefamille.org and Procureur général du Québec Class Action and Court number; (b) the objector's name, address, telephone number(s), email address(es) and, if represented by counsel, the name, address, telephone number, fax number, and email address of counsel; (c) a statement whether the objector intends to appear at the Settlement Approval Hearing, either in person or through counsel; (d) a declaration that the objector considers himself/herself to be included in the Settlement Class; (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers, briefs, or other documents upon which the objection is based; (g) a declaration under the penalty of perjury that the foregoing information is true and correct and (h) the objector's signature. Any Settlement Class Member who files and serves a written objection, as described above, may appear at the Settlement Approval Hearing, either in person or through counsel hired at the said Settlement Class Member's expense, to object to or comment on any aspect of this Settlement Agreement. Unless otherwise authorized by the Court, any Settlement Class Member who fails to comply with the above provisions shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Settlement Agreement (if approved by the Court) and by all proceedings, orders and judgments in the Class Action.

Settlement Class Members who opt-out of the Class Action cannot submit an objection or comment to this Settlement Agreement.

6. CONSIDERATION

6.1 Substantiated Losses. Settlement Class Members shall be eligible to claim reimbursement for Substantiated Losses, as defined at clause 2.28 of the present agreement, in accordance with the Distribution Protocol (as set out in Schedule A hereto), which claim for reimbursement will be limited to a maximum recovery of \$1,000 CAD per claimant. All payments to Settlement Class Members for Substantiated Losses are payable from the Net Cap and are subject to a *pro rata* reduction, the whole as detailed in the Distribution Protocol.

6.2 No Appeal Process. As detailed in the Distribution Protocol, the Claims Administrator may consult with Class Counsel and Defendants' counsels regarding any claims received. However, the ultimate decision by the Claims Administrator on individual claims for reimbursement will be final and binding on all parties, and will not be appealable in any form before any courts in Canada or in any other country or state. However, the Court retains jurisdiction over the Class Action and the Settlement.

6.3 Claim by the Settlement Class Representative. As part of their confidential settlement negotiations, the Parties have agreed that the Representative Plaintiff Dubé's personal claim is pre-approved in the amount of \$1,000 CAD, without the necessity of having to file a formal Claim Form. The pre-approved claim of Dubé is included in the Cap. Nevertheless, and for avoidance of doubt, the parties hereby confirm and agree that Dubé's pre-approved claim of \$1,000 will in no circumstance be reduced by any *pro rata* reduction provided in the Distribution Protocol. The Claims Administrator will pay said amount to Dubé within 15 days after the Effective Date, by way of a cheque payable to her directly, which cheque will be forwarded to Class Counsel.

7. RELEASE OF CLAIMS

7.1 Release of Settlement Class Members' Claims. As of the Effective Date, each Releasing Party will be deemed to have completely released and forever discharged the Released Parties, and each of them, from and for any and all liabilities, claims, crossclaims, causes of Class Action, causes of action, rights, Class Actions, suits, debts, damages, costs, attorneys' fees (except for the Class Counsel Fees as otherwise provided herein), losses, expenses, obligations, or demands, of any kind whatsoever, whether known or unknown, existing or potential, suspected

or unsuspected, whether raised by claim, counterclaim, setoff, or otherwise, including any known or unknown claims, which they have or may claim now or in the future, stemming from the Data Breach or from any allegations made or exhibits filed in the Class Action, or that could have been alleged or asserted against any of the Released Parties arising out of the same nucleus of operative facts as any of the claims, allegations or exhibits alleged or asserted in the Class Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged in the Class Action or in any pleading (the “Released Claims”).

7.2 Release of Claims against Settlement Class Representative and Class Counsel. As of the Effective Date, the Released Parties will be deemed to have completely released and forever discharged the Settlement Class Representative and Class Counsel from and for any and all liabilities, claims, cross-claims, causes of Class Action, rights, Class Actions, suits, debts, damages, costs, attorneys' fees, losses, expenses, obligations, or demands, of any kind whatsoever, whether known or unknown, existing or potential, suspected or unsuspected, whether raised by claim, counterclaim, setoff, or otherwise, including any known or unknown claims, which they have or may claim now or in the future to have, relating to the institution, prosecution, or settlement of the Class Action.

7.3 Release between Defendants. As of the Effective Date, each defendant will be deemed to have completely released and forever discharged the other defendant and their respective directors, officers, shareholders, employees, liquidators, members, insurers, re-insurers and representatives from and for any and all liabilities, claims, cross-claims, causes of action, rights, suits, debts, damages, costs, attorneys' fees, losses, expenses, obligations or demands, of any kind whatsoever, whether known or unknown, existing or potential, suspected or unsuspected, whether raised by claim, counterclaim, setoff, or otherwise, including any known or unknown claims, which they have or may claim now or in the future, stemming from the Data Breach or from any allegations made or exhibits filed in the Class Action or that could have been alleged or asserted against any of the Released Parties arising out of the same nucleus of operative facts as any of the claims, allegations or exhibits alleged or asserted in the Class Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged in the Class Action or in any pleading.

7.4 Section 7 of this Settlement Agreement shall not be construed as a renunciation of any nature whatsoever of the rights and recourses that the Cooperative's insurer, Intact Insurance company, has or may have against any third party to this Settlement Agreement.

Without limiting the generality of the foregoing, this Settlement Agreement does not constitute a waiver of any rights and recourses that the Coopérative's insurer has or may have against InMedia Technologies and against the person responsible for the Data Breach. This paragraph 7.4 cannot be construed as a limitation to the Settlement Class Members' rights and recourses.

8. CLASS COUNSEL'S FEES AND DISBURSEMENTS

8.1 Class Counsel's Fees and Disbursements. Defendants agree to pay to Class Counsel the amount of up to \$75,000 plus GST and PST (calculated at the date of payment) as Class Counsel Fees, plus the amount of \$2,500 in disbursements, all of which is payable from the Cap, subject to the Court's approval. The said Class Counsel Fees and disbursements will be paid by the Claims Administrator (from the Cap) to Class Counsel within 10 days of the Effective Date.

8.2 Severability of Class Counsel's Fees. While Defendants agree, subject to the Court's approval, to pay the said amounts in Class Counsel Fees and disbursements as agreed to in this Settlement Agreement, the parties recognize and agree that the clauses under the present Section 8 are severable from the rest of the Settlement Agreement and that should the amount for Class Counsel Fees provided herein not be approved by the Court, the Settlement Agreement will nonetheless remain binding between the parties (if approved by the Court).

8.3 Fonds d'aide aux actions collectives. Class Counsel hereby declares that it did not seek, and therefore did not receive, any financial assistance or funding from the Fonds relating to this file.

9. PUBLICITY

9.1 Class Counsel will post the Settlement Agreement, its schedules, the Notices, the Pre-Approval Judgment and the Approval Judgment, and any other related proceedings and Judgments on its firm website in both languages (if both languages are available), and Class Counsel will have the option to post links regarding the Settlement and/or the Court's approval of the settlement on its firm's social media accounts.

9.2 Any communication, verification, or notice sent by any Party in connection with this Settlement Agreement shall be sent by email and/or facsimile as follows:

To Plaintiff:

David Assor
LEX GROUP INC.
4101 Sherbrooke Street West
Westmount, Québec H3Z 1A7
Email: davidassor@lexgroup.ca
Facsimile: 514.940.1605

To Defendants:

PGQ

Gabriel Lavigne, Émilie Fay-Carlos et Anne-Sophie Bordeleau-Roy
BERNARD, ROY (Justice-Québec)
1, rue Notre-Dame Est, bureau 8.00
Montréal (Québec) H2Y 1B6
Email: bernardroy@justice.gouv.qc.ca

Coopérative

Jean-François Towner and Léanne Nagy-Bureau
Jeansonne Avocats inc.
1253, avenue McGill Collège
Bureau 450
Montréal (Québec) H3B 2Y5
Email: jftowner@jeansonnelaw.ca
Email: lbureau@jeansonnelaw.ca

10. MISCELLANEOUS

10.1 Entire Agreement. This Settlement Agreement, and its schedules, contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Settlement Agreement.

10.2 No Liability. This Settlement Agreement does not constitute, is not intended to constitute, and will not under any circumstances be deemed to constitute, an admission of wrongdoing or liability by Defendants, such wrongdoing and liability being expressly denied and no final adjudication having been made. The Parties have entered into the Agreement solely as a compromise of all claims for the purpose of concluding the disputes between them, and the Agreement may not be used by any third party against Defendants. The entering into and carrying out of the Agreement, and any negotiations or proceedings related to it, shall not be construed as, or deemed evidence of, an admission or concession by any of the Parties or a waiver of any applicable statute of limitations (except as provided by law), and shall not be offered or received into evidence in any Class Action or proceeding against any Party in any court, administrative agency or other tribunal for any purpose whatsoever.

11. REPRESENTATIONS AND WARRANTIES

11.1 Parties Authorized to Enter into Agreement. Each person executing this Settlement Agreement represents and warrants that he or she is fully authorized to enter into this Settlement Agreement and to carry out the obligations provided for herein. Each person executing this Settlement Agreement on behalf of Settlement Class Representative or Defendants covenants, warrants and represents that he or she is and has been fully authorized to do so by the Settlement Class Representative or Defendants. Settlement Class Representative and Defendants hereto further represent and warrant that they intend to be bound fully by the terms of this Settlement Agreement.

11.2 Best Efforts. Parties and their undersigned counsels agree that the terms of the Agreement reflect a good-faith settlement of disputed claims. They will use their best efforts to seek approval of the Agreement by the Court, and if possible before the end of February 2024. They each represent and warrant that they have not, nor will they (a) attempt to void this Settlement Agreement in any way, or (b) solicit, encourage, or assist in any fashion any effort by any person (natural or legal) to object to the settlement under this Settlement Agreement.

11.3 Survival. All agreements made and orders entered during the course of the Class Action relating to the confidentiality of information will survive this Settlement Agreement.

11.4 No liability for taxes. The Parties agree that they are in no way liable for any taxes Plaintiff or Settlement Class Members may be required to pay as a result of the receipt of settlement benefits. No opinion concerning the tax consequences of the Settlement Agreement to any Settlement Class Members is given or will be given by the Parties or their respective counsels nor is any party or their counsel providing any representation or guarantee respecting the tax consequences of the Settlement Agreement as to any Settlement Class Members. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting this Settlement Agreement, if any.

11.5 Waiver of Claims. No Settlement Class Member or other person shall have any claim against the Plaintiff, Class Counsel, the Released Parties and their Counsels, the Claims Administrator, and/or any agent designated by Class Counsel based on any claim eligibility, admissibility, determination, distributions or payments made in accordance with the Settlement Agreement, or based on the payments made or other relief provided and made substantially in accordance with this Settlement Agreement or with further orders of any Court.

11.6 Authority of Class Counsel. Class Counsel represents and warrants that it is expressly authorized to take all appropriate action required or permitted to be taken by the Plaintiff or the Settlement Class Members pursuant to this Settlement Agreement to effectuate its terms, and is expressly authorized to enter into this Settlement Agreement, as well as any modifications or amendments to this Settlement Agreement on behalf of the Settlement Class Members that Class Counsel deems appropriate.

11.7 Agreement Binding on Successors in Interest. This Settlement Agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the Parties.

11.8 Governing Law and Jurisdiction. This Settlement Agreement is intended to and shall be governed by and interpreted in accordance with the laws of the Province of Québec, Canada. The parties hereby submit to the exclusive jurisdiction of the Court of the Province of Québec, Canada, District of Montreal, concerning any and all issues related to the interpretation, application or execution of this Settlement Agreement.





11.9 Amending the Agreement. This Settlement Agreement may not be modified or amended except in writing and on consent of the Representative Plaintiff and Defendants, subject to approval by the Court where required.

11.10 Execution in Counterparts. This Settlement Agreement shall become effective upon its execution by all of the parties. The signatories may execute this Settlement Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all signatories had signed the same instrument.

11.11 Transaction. The present Settlement Agreement constitutes a transaction in accordance with Article 590 of the *Code of Civil Procedure* and Articles 2631 and following of the Civil Code of Quebec.

11.12 Signatures. Each person executing this Settlement Agreement warrants that such person has the full authority to do so. Signatures sent in PDF format by email will constitute sufficient execution of this Settlement Agreement.

IN WITNESS WHEREOF the parties hereto and their attorneys signed on the dates and at the places detailed on the following page.

<p>Montreal, Quebec, Canada</p> <p>January 19, 2024</p>  <hr/> <p>LEX GROUP INC. Per: David Assor Class Counsel and Attorneys for the Representative Plaintiff Dubé</p>	<p>Montreal, Quebec, Canada</p> <p>January 24, 2024</p>  <hr/> <p>JEANSONNE AVOCATS INC. Per: Jean-François Towner Attorneys for the Defendant Coopérative de services enfancefamille.org</p>
<p>Montreal, Quebec, Canada</p> <p>January 24 , 2024</p>  <hr/> <p>BERNARD, ROY (JUSTICE-QUÉBEC) Attorneys for the Defendant Procureur général du Québec</p>	<p>Montreal, Quebec, Canada</p> <p>January 24 , 2024</p>  <hr/> <p>ATTORNEY GENERAL OF QUEBEC Per: Gabriel Lavigne, duly authorized as he declares Defendant</p>