

ANNEXE A

NOTICE OF AUTHORIZATION OF A CLASS ACTION FOR SETTLEMENT PURPOSES ONLY AND OF A SETTLEMENT AGREEMENT APPROVAL HEARING

Johanne Clément v. Banque Laurentienne du Canada, # 500-06-001267-232

Please read this notice carefully as it may affect your rights

Subject

A settlement agreement (“**Agreement**”) has been reached in a class action lawsuit in Quebec regarding a service interruption that occurred on September 24, 2023, causing an interruption of Laurentian Bank of Canada's (the “**LBC**”) daily banking services until September 30, 2023 (“**Service interruption**”). On January 14, 2025, this class action was authorized for settlement purposes only on behalf of the following class:

“All natural or legal persons who had a contract for services with the defendant and who were unable to use the services contracted due to a service interruption from September 24, 2023 until the restoration of said services”

*or any other group to be designated by the Court;” (“**Class**”)*

A hearing has been scheduled to approve the Agreement negotiated by the parties. This hearing will take place on June 17, 2025, at the Montreal Courthouse at 1, rue Notre-Dame Est, Montreal, province of Quebec, H2Y 1B6. You can take part in this hearing in person at the room indicated on Class Counsel's website, or virtually using the Teams link provided at the same location.

What did the Class action provide for?

The class action sought compensation for persons who had a contract for services with the LBC and who were unable to use the services contracted due to the Service interruption from September 24, 2023 until the restoration of the services accounts (“**Class action**”). However, the LBC denies the allegations made in the Class action and any liability regarding the Service interruption. The allegations made by the Plaintiff have not been the subject of any determination by the Court.

For settlement purposes only, the Court has identified the principal issues of fact and law to be treated collectively as follows:

- a. Did the Defendant render services in accordance with the contract?
- b. Did the defendant breach its contractual obligations?

- c. Are Class members entitled to claim a reduction of their obligations, and if so, in what amount?
- d. Are Class members entitled to claim compensatory damages in connection with the Service interruption?
- e. Are Class members entitled to claim punitive damages in connection with the Service interruption?
- f. Can the Class members' claims be recovered collectively?

The conclusions sought with respect to these questions were as follows:

- a. **GRANT** Applicant's action on behalf of all Class members;
- b. **CONDEMN** the defendant to pay to each Class member an amount in damages equivalent to the monthly and/or annual fees that they unduly had to pay to the defendant during the period in dispute, with interest at the legal rate and the additional indemnity provided for in article 1619 C.C.Q., calculated from the date of the summons;
- c. **CONDEMN** the defendant to pay to each Class member an amount to be determined by the court as compensatory damages, with interest at the legal rate and the additional indemnity provided for in article 1619 C.C.Q., calculated from the date the judgement;
- d. **CONDEMN** the Defendant to pay to each Class member an amount to be determined by the Court as punitive damages, with interest at the legal rate and the additional indemnity provided for in article 1619 C.C.Q., calculated from the date of the judgement;
- e. **ORDER** that the aforementioned damages be subject to collective recovery;
- f. **ORDER** that the claim of each Class member be subject to collective liquidation, including punitive damages;
- g. **CONDEMN** the Defendant to any other appropriate remedy deemed just and reasonable;
- h. **CONDEMN** the Defendant to pay legal costs, including the costs of experts and publication of notices to Class members.

The Court also appointed Johanne Clément as the representative of the Class members.

What is provided by the Agreement?

If the Agreement is approved by the Court, the LBC agrees to automatically and without a claims process apply Discounts to every Class members' Active accounts for the month following the Date of entry into force of the Agreement. For each Active account, the Discount will be equivalent to the monthly service fee. Therefore, Class members won't have to pay the usual service fees for a month for any Active account they own.

Finally, the LBC agrees to pay the costs of administering the Agreement (the "**Frais d'administration**", as defined in the Agreement), as well as Class Counsel's fees, disbursements and applicable taxes, the latter of which will need to be approved by the Superior Court at the hearing of June 17, 2025.

In consideration of the Discounts to Active accounts, payment of the costs of administering the Agreement and Class Counsel fees, disbursements and applicable taxes, each Class member who has not opted out of the Class action gives the LBC a full and final release for any and all causes of action related to the Service interruption.

Who can benefit from the Agreement?

The Agreement applies to all persons whose situation matches that of the following Class: “All natural or legal persons who had a contract for services with the defendant and who were unable to use the services contracted due to a service interruption from September 24, 2023 until the restoration of said services.”

Your rights

A) Opt out of the Agreement :

If you do not wish to participate in the proposed Agreement for any reason, and wish to retain your right, if any, to pursue legal action against the LBC individually in connection with the Service interruption, you must opt out of the Class action. To opt out, you must write and sign an opt out notice, and send it **by email** to Class Counsel (info@lambertavocats.ca), and **by mail** to the Clerk of the Superior Court of Quebec at the following address:

Clerk of the Superior Court of Quebec
MONTREAL COURTHOUSE
1, Notre-Dame East Street
Room 1.120
Montreal (Quebec) H2Y 1B5

Your opt out notice must be received by the Clerk of the Superior Court of Quebec no later than on March 27, 2025.

B) Intervene in the Class action

You may request leave from the Court to intervene in the Class action if such intervention is deemed useful to the Class. An intervening Class member must submit to an examination at the request of the LBC. A Class member who does not intervene may not be subject to an examination unless the Court deems it useful in deciding the issues of law or fact being addressed collectively.

A Class member other than the Representative plaintiff or an intervenor cannot be required to pay any legal costs arising from the Class action.

C) Participate in the Agreement :

If you wish to participate in the Class action and benefit from the Agreement, you do not need to do anything at this time. If you do not opt out from the Class by following the above procedure, you will be part of the Class if the Agreement is approved. This membership in the Class means that you will not be able to sue the LBC in respect of the facts alleged in the Class action.

If the Agreement is approved, the compensation procedure will be detailed in a subsequent Notice of Approval.

Please note that you will not be required to pay any fees or appear before the Court as a Class member in connection with the Class action, unless you voluntarily intervene in the Class action.

D) Object to the Agreement :

If you do not opt out of the Class action and disagree with the terms of the Agreement, you can ask the Court to deny approval of the Agreement by filing an objection. To object or comment, you must submit your written observations by email to Class Counsel (info@lambertavocats.ca) no later than on March 27, 2025. You may also appear at the Agreement Approval Hearing on June 17, 2025, in person or through your own attorney. Legal representation is not required, but if you appear through your own lawyer, you are responsible for payment of that lawyer's fees and disbursements.

Please note, however, that you cannot ask the Court to change the terms of the Agreement – the Court can only approve or reject the Agreement. If the Court denies approval, no payment will be made and the lawsuit will continue.

Your written objection must include:

- a. The Class action's file number (#500-06-001267-232);
- b. Your first and last names, your street address, your email address, and your phone number;
- c. The reasons for your comment or objection;
- d. Your lawyer's full name (if applicable), current address, telephone number and email address.
- e. A statement indicating whether you intend to be present at the Approval Hearing;
- f. A copy of the documents supporting your comment or objection, if any;

g. Your dated signature.

Your objection must be **emailed** to Class Counsel (info@lambertavocats.ca) **no later than on March 27, 2025.**

Addition measures available

In addition to the Agreement, the LBC has implemented an assistance program aimed at providing information about the Service interruption. We refer you to the LBC website for more information. You can also contact the LBC customer service at 514-252-1846.

For more information

If you have any questions about the Agreement or would like copies of the settlement documents, including the Agreement and its related exhibits, you may visit the settlement website at <https://lambertavocats.ca/en/laurentian-bank-class-action/> or contact Class Counsel at the following address:

Jimmy Ernst Jr. Laguë Lambert
Lambert Avocats
1111, rue Saint-Urbain, #204
Montréal (Québec) H2Z 1Y6
Phone : 514 526-2378
Fax : 514 878-2378
Email : info@lambertavocats.ca

This Notice contains a summary of certain terms of the Agreement. In the event of any discrepancy between this Notice and the Agreement, the terms of the Agreement shall prevail.

The content and method of distribution of this Notice have been ordered by the Superior Court of Quebec