

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

**SUPERIOR COURT**  
(Class Action)

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N° : 500-06-001384-250

**OLIVIER PHANOR**

Plaintiff

C.

**DOORDASH TECHNOLOGIES CANADA  
INC.**

Defendant

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## **SETTLEMENT AGREEMENT, TRANSACTION AND RELEASE**

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## I. PREAMBLE

**WHEREAS :**

- A. Doordash Technologies Canada Inc. (the “**Defendant**”) is a company that operates an online food ordering and delivery platform;
- B. On June 6, 2025, Olivier Phanor (the “**Plaintiff**”) filed an *Application for Authorization to Institute a Class Action and to Act as Representative* (the “**Application for authorization**”) against the Defendant in Court file No. 500-06-001384-250 (the “**Class Action**”);
- C. The Plaintiff alleges that the Defendant announces inaccurate and misleading delivery times on the DoorDash application and on its website [www.doordash.com](http://www.doordash.com), in violation of articles 41, 219 and 228 of the Consumer Protection Act;
- D. The Plaintiff wishes to institute a class action on behalf of the following group:

Toutes les personnes qui ont effectué au Québec une transaction sur l’application mobile DoorDash ou sur le site internet [www.doordash.com](http://www.doordash.com) de la défenderesse et dont le délai de livraison a excédé celui initialement annoncé depuis le 6 juin 2022;

[Unofficial English translation] All persons residing in Quebec who made a transaction on the DoorDash mobile application or on the website [www.doordash.com](http://www.doordash.com) belonging to the Defendant and whose delivery time has exceeded that initially announced since June 6, 2022.

- E. On June 19, 2025, the Defendant filed an *Answer to Summons* stating its intention to defend against the Application for Authorization;
- F. The Class Action has not yet been authorized and no notice to Class Members has been issued;
- G. The Defendant denies any wrongdoing of any kind and all liability for monetary compensation or reparation in kind to the purported Class Members and opposes the authorization of the Class Action;
- H. The Parties consider that the continuation of the Class Action would give rise to substantial costs and delays, including the possibility of appeals, and they acknowledge the significant challenges, expenses and risks associated with protracted litigation;
- I. The Plaintiff representing all Class Members and the Defendant have agreed to enter into a binding settlement in order to achieve a full and final resolution of the Class Action and all claims or causes of action arising out of the accuracy of displayed

delivery times on the DoorDash Canada Platform as set forth below, taking into account the uncertainty, risk, delay and costs inherent to litigation;

- J. The Parties have conducted negotiations aimed at reaching a settlement of the Class Action and all claims or causes of action arising out of the accuracy of displayed delivery times on the DoorDash Canada Platform as set forth below, and anticipate that the contemplated settlement will afford significant benefits to the Class Members, that it will be just, reasonable and appropriate, and that it will be in the Class Members' interest;
- K. This settlement and Court approval thereof does not constitute any admission of liability on the part of the Defendant or an acknowledgement by the Defendant that any damages were caused to Class Members;
- L. For settlement purposes only and contingent on approvals by the Court as provided for in this Settlement Agreement, the Defendant will not oppose authorization of the Class Action;

**THE PARTIES AGREE** to settle the Class Action according to the following terms, subject to approval of the Settlement Agreement by the Superior Court of Quebec:

## II. DEFINITIONS

- 1. For the purposes of the Settlement Agreement, in addition to the terms defined above, the following terms have the meanings assigned below. For greater certainty, the plural also includes the singular and vice versa.
  - a. **“Account”** means the DoorDash Canada consumer account of a Class Member, which is linked to such Class Member’s email address.
  - b. **“Administration Fees”** means all costs necessary to implement the Settlement Agreement, including, without limitation, the costs related to the distribution of the Credits to Class Members, and costs related to the dissemination of the Pre-Approval Notice to Class Members, all of which will be borne entirely by the Defendant.
  - c. **“Administration Report”** means the report on the implementation of the Settlement Agreement, as described in paragraph **47** of the Settlement Agreement.
  - d. **“Application”** means, collectively all DoorDash Canada applications, and application program interfaces.
  - e. **“Application for Approval”** means the application that will be presented to the Court to obtain an Approval Judgment, in accordance with paragraphs **21** and following of the Settlement Agreement.

- f. **“Application for Authorization”** means the *Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff* filed by the Plaintiff on June 6, 2025 against the Defendant in Court file 500-06-001384-250.
- g. **“Application for Closure”** means the application that will be presented to the Court with an Administration Report to obtain a Closing Judgment, in accordance with paragraphs **46** and following of the Settlement Agreement.
- h. **“Application for Pre-Approval”** means the application that will be presented to the Court to obtain a Pre-Approval Judgment, in accordance with paragraphs **7** and following of the Settlement Agreement.
- i. **“Approval Hearing”** means the hearing set on the Plaintiff’s request to obtain an Approval Judgment.
- j. **“Approval Judgment”** means the order of the Court approving this Settlement Agreement.
- k. **“Bounce Back”** means an email that is returned to the sender because it cannot be delivered for some reason.
- l. **“Class”** means the group defined as follows:

Toutes les personnes qui ont effectué au Québec une transaction sur l’application mobile DoorDash ou sur le site internet [www.doordash.com](http://www.doordash.com) de la défenderesse à titre de consommateur et dont le délai de livraison a excédé celui initialement annoncé depuis le 6 juin 2022;

All persons residing in Quebec who made a consumer transaction on the DoorDash mobile application or on the website [www.doordash.com](http://www.doordash.com) belonging to the Defendant and whose delivery time has exceeded that initially announced since June 6, 2022.
- m. **“Class Action”** means the legal proceedings in Olivier Phanor v. DoorDash Technologies Canada Inc. (Court File: 500-06-001384-250), pending before the Court.
- n. **“Class Counsel”** means the law firm Lambert Avocats.
- o. **“Class Counsel Fees and Disbursements”** means an amount of \$150,000, plus taxes, payable to Class Counsel by the Defendant for its fees, and an amount of \$2,011, inclusive of taxes, payable to Class Counsel by the Defendant for its disbursements and judicial fees, subject to Court approval.

- p. **“Class Member”** means a member of the Class that did not exclude themselves in accordance with the provisions of article 580 of the *Code of Civil Procedure*.
- q. **“Class Period”** refers to the period from June 6, 2022, until the date of the Pre-Approval Judgment, inclusively.
- r. **“Closing Judgment”** means the judgment rendered by the Court declaring the Class Action closed.
- s. **“Counsel for Defendant”** means Osler, Hoskin & Harcourt LLP.
- t. **“Court”** means the Superior Court of Quebec sitting in the District of Montreal.
- u. **“Credit”** or **“Redeemable Credit”** means an account credit to be used as a means of payment for an order on the DoorDash Canada Platform in the form of a non-transferable, non-refundable, and non-cash convertible credit of a value of \$1.00 Canadian dollars, applied to the Accounts of the Credit Eligible Members pursuant to the Settlement Agreement, and redeemable at check-out on orders that do not contain alcohol. A Credit expires if a Credit Eligible Member voluntarily deletes or cancels their Account after the issuance of the Credit without having redeemed the Credit.
- v. **“Credit Eligible Member”** means a Class Member that satisfies the following criteria:
  - A. They are a Quebec Resident;
  - B. They used the DoorDash Canada Platform between June 6, 2022 and the date of the Pre-Approval Judgment for the purpose of placing an order with delivery to an address situated in the Province of Quebec which order was delivered more than fifteen (15) minutes after the initially announced delivery estimate;
  - C. They have not exercised their Right of Exclusion;
  - D. They must have an active Account at the time of Credit issuance and they must not have voluntarily deleted or deactivated their account or have been suspended or removed from the DoorDash Canada Platform due to a violation of DoorDash Terms and Conditions - Canada.
- w. **“Defendant”** or **“DoorDash Canada”** means DoorDash Technologies Canada Inc.

- x. "**DoorDash Canada Platform**" means collectively the Site, Application and DoorDash Canada Services.
- y. "**DoorDash Services**" means all services associated with the Site and the Application.
- z. "**Effective Date**" means the business day following a period of thirty (30) days after the date of the notice of judgment of the Approval Judgment or after the date of the Approval Judgment if it was rendered at the hearing or, if an appeal is filed, sixty (60) days after such appeal is dismissed by the Québec Court of Appeal (the month of July not being included in the computation of this delay) or, if an application for leave to the Supreme Court of Canada is filed, that date on which the Supreme Court of Canada dismisses the appeal.
- aa. "**Exclusion and Opposition Period**" means a period of thirty (30) days after communication and publication of the Pre-Approval Notice, during which time the Class Members may exclude themselves from the Class and the Settlement Agreement, or comment on or oppose the Settlement Agreement. If the Exclusion and Opposition Period ends on a Saturday or a non-juridical day, such period may be extended until midnight of the next following juridical day.
- bb. "**Exclusion Procedure**" means the procedure for exercising the Right of Exclusion pursuant to the terms and conditions set out in paragraphs **14** and following of the Settlement Agreement.
- cc. "**Final**" means, when used in relation to a judgment or order, the time at which said judgment or order has been entered and all rights of appeal therefrom have been exhausted, such that the judgment or order has acquired the status of *res judicata*.
- dd. "**Fonds d'aide**" means the Fonds d'aide aux actions collectives established by the *Act Respecting the Fonds d'Aide aux Actions Collectives*, RLRQ, c. F-3.2.0.1.1.
- ee. "**Litigation**" means the legal proceedings in Olivier Phanor v. DoorDash Technologies Canada Inc. (Court File: 500-06-001384-250), pending before the Court.
- ff. "**Party**" means, as the case may be, the Plaintiff and the Defendant, collectively or individually.
- gg. "**Plaintiff**" means Olivier Phanor.

hh. **“Pre-Approval Judgment”** means the judgment rendered by the Court authorizing the Class Action for settlement purposes only and approving the form and manner of publication of the Pre-Approval Notice, in accordance with paragraphs **7** and following of the Settlement Agreement.

ii. **“Pre-Approval Notice”** means the notice to Class Members preceding the Approval Hearing and informing the Class Members of:

- i. the authorization of the Class Action;
- ii. the principal terms of the Settlement Agreement;
- iii. the date and time of the Approval Hearing;
- iv. the manner and timeframe within which Class Members may exclude themselves from the Class Action; and
- v. the manner and timeframe within which Class Members may intervene in the Class Action, and comment on or oppose the Settlement Agreement;

This notice will be disseminated in the manner described in paragraph **12** of the Settlement Agreement and in the form set out in **Schedule A**, or in any other form or by any other means approved by the Court;

jj. **“Released Claims”** means any and all claims, demands, rights, liabilities, and causes of action of any nature whatsoever, known or unknown, matured or un-matured, at law, whether in delict, contract or under any other right at law, existing under federal or provincial law, that either of the Plaintiff, or any Class Member, has or may have against the Released Persons arising out of or in any way related to the claims asserted in the Litigation, including, for greater certainty any and all claims in respect to delivery times displayed on the Doordash Canada Platform to the Class Members by the Defendant during the Class Period.

kk. **“Released Persons”** means DoorDash Technologies Canada Inc. and its past and present partners, affiliates and predecessors, successors, assigns, parents, subsidiaries, insurers, officers, directors and employees.

ll. **“Right of Exclusion”** means the right of a Class Member to exclude themselves from the Settlement Agreement pursuant to the terms and conditions set out in paragraphs **14** of the Settlement Agreement.

mm. **“Schedules”** means all the documents that the Parties have attached to the Settlement Agreement and that are identified at paragraph **52** together with any other document that the Parties may attach hereto with the Court’s approval. The Parties may, without the Court’s authorization, make amendments to the form and the content of the Schedules, provided

such amendments comply with the provisions of the Settlement Agreement.

nn. **“Settlement Agreement”** means this settlement agreement, including the Schedules and subsequent amendments thereto, together with any other subsequent agreement that the Parties may see fit to add hereto and subject to the Court’s approval.

oo. **“Site”** means the DoorDash Canada web platform.

pp. **“Transaction”** means each order placed by a consumer on the DoorDash Canada Platform.

### **III. SCOPE AND EXTENT OF THE TRANSACTION**

2. The Preamble forms an integral part of this Settlement Agreement.
3. The Settlement Agreement is conditional upon the Court approving it in its entirety, with the exception of paragraphs 10, 44 and 48, failing which the Settlement Agreement will be null and void and will not give rise to any right or obligation in favour of the Parties and/or the Class Members; the Parties will be restored to their respective positions in the Litigation before the Settlement Agreement was executed, unless all Parties agree to waive any variation of the Settlement Agreement that might be imposed by the Court.
4. Whether or not this Settlement Agreement is terminated or approved, the Defendant denies the factual allegations and legal claims asserted in the Application for Authorization, including any and all allegations of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged in the Application for Authorization.
5. Nonetheless, the Defendant has concluded that further conduct of the Litigation and associated costs would be disproportionate with the amount of the claims at issue and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.
6. Neither the Settlement Agreement, nor anything contained herein, nor any of the negotiations or proceedings connected with it, nor any related document, nor any other action taken to carry out the Settlement Agreement shall be interpreted as a concession or admission of wrongdoing or liability by the Defendant nor be referred to, offered as evidence or received in evidence in any action or proceeding, except in a proceeding to authorize the Class Action, approve or enforce this Settlement Agreement or to defend against the assertion of Released Claims, or as otherwise required by law.

### **IV. PROCEDURE FOR PRE-APPROVAL OF THE SETTLEMENT AGREEMENT**

#### **A. Application for Pre-Approval**

7. As soon as possible following the signing of the Settlement Agreement, Class Counsel will file an Application for Pre-Approval with the Court, presentable at a date and time to be set by the Court, to obtain a Pre-Approval Judgment which will:
  - a. approve the process that Class Members must follow to exclude themselves from the Class Action and the Settlement Agreement;
  - b. approve the process that Class Members must follow to intervene in the Class Action, and comment on or oppose the Settlement Agreement;
  - c. approve the form, content and method of distribution of the Pre-Approval Notice; and
  - d. set the date of the Approval Hearing.
8. The Defendant shall consent to the authorization of the Class Action for settlement purposes only. The Parties agree that the authorized class action, subject to the Court's approval, will be based solely on the following common issue:

Did the Defendant violate the CPA and, if so, what is the appropriate remedy?
9. At the hearing, if any, Class Counsel and Counsel for the Defendant will make joint representations to the Court to obtain the Pre-Approval Judgment.
10. The Parties acknowledge that the Court may modify (i) the form, content and method of distribution of the Pre-Approval Notice, (ii) the terms of the Exclusion Procedure, or (iii) the terms of the comment and opposition procedure, and that such modifications shall not constitute grounds for invalidating or terminating the Settlement Agreement, unless they result in a substantive change of the terms and conditions of the Settlement Agreement.
11. Should the Court (i) refuse to grant the Pre-Approval Judgment, or (ii) refuse to authorize the publication of the Pre-Approval Notice unless substantive changes to the terms and conditions of the Settlement Agreement are made, or (iii) make changes to the Pre-Approval Notice that significantly increase costs, or (iv) require any other changes that have a significant impact on the implementation and execution of the Settlement Agreement, the Settlement Agreement will be null and void and will not give rise to any right or obligation in favour of or against the Parties.

## B. Pre-Approval Notice

12. The Pre-Approval Notice shall be disseminated in a form substantially identical to that provided for in **Schedule A** to the Settlement Agreement, or in any other form dictated by the Court, in accordance with the following terms:

- a. Within thirty-five (35) days of the Pre-Approval Judgment, the Defendant will send the Pre-Approval Notice to all Class Members to the email address associated with the Class Member's Account. Should the Defendant receive a Bounce Back, no additional steps will be required from the Defendant to communicate with the Class Members concerned;
  - b. Within seven (7) days of the Pre-Approval Judgment, Class Counsel will publish the Settlement Agreement and the Pre-Approval Notice on its website and on the Superior Court of Quebec's Registry of class actions.
13. Class Counsel and Plaintiff shall not issue any press release in respect of the Settlement Agreement and, should Class Counsel or Plaintiff be contacted by media, the information provided shall be limited to what is contained in the Pre-Approval Notice.

### **C. Exclusion from the Settlement Agreement**

14. Class Members have the right to exclude themselves from the Settlement Agreement.
15. Exercise of the Right of Exclusion by a Class Member entails the loss of the right to benefit from the Settlement Agreement and the loss of the status of Class Member.
16. A Class Member wishing to exercise their Right of Exclusion must, before the expiry of the Exclusion and Opposition Period, send by mail to or file with the clerk of the Superior Court of Quebec a written Request for Exclusion.
17. The written Request for Exclusion must be signed by the Class Member or their legal representative and must include the following information:
  - a. The Court docket number of the Class Action (500-06-001112-206);
  - b. The name and contact information of the Class Member who is exercising their Right of Exclusion;
  - c. The Class Member's email address that is associated with their Account;
  - d. Unless filed in person at this address, the Request for Exclusion must be sent to the following address and received by the Court before the expiry of the Exclusion and Opposition Period:

Greffé de la Cour supérieure du Québec  
**PALAIS DE JUSTICE DE MONTRÉAL**  
1 Notre-Dame Street East  
Room 1.120  
Montreal (Quebec) H2Y 1B5

**Reference:**  
**Phanor v. DoorDash Technologies Canada Inc.**  
500-06-001384-250

e. The Request for Exclusion must also be transmitted to Class Counsel by email at ([litige@lambertavocat.ca](mailto:litige@lambertavocat.ca)) or by regular mail at the following address:

Lambert Avocats  
Me Loran-Antuan King  
1200 McGill College Avenue, suite 1800  
Montreal (Quebec) H3B 4G7

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

## **V. PROCEDURE FOR APPROVAL OF THE SETTLEMENT AGREEMENT**

### **A. Application for Approval**

21. As soon as possible following the Exclusion and Opposition Period, Class Counsel will file an Application for Approval with the Court, presentable at a date and time to be set by the Court, to obtain an Approval Judgment which will:
  - a. declare that this Settlement Agreement is fair, reasonable and in the interests of the Class Members;

- b. approve this Settlement Agreement and order the Parties and the Class Members to comply with it;
- c. declare that the Class Action is settled out of Court;
- d. approve the Class Counsel Fees and Disbursements; and
- e. order any other measure it should deem required to facilitate the approval, implementation or administration of this Settlement Agreement.

22. The Application for Approval will be served by Class Counsel on the Fonds d'aide pursuant to the provisions of the Code of Civil Procedure, the *Act respecting the Fonds d'aide aux actions collectives* and the *Regulation of the Superior Court in Civil Matters* in sufficient time before the Approval Hearing.

23. The Parties will collaborate to submit to the Court any relevant information necessary to assess the merits of the Settlement Agreement.

24. Class Counsel and Counsel for the Defendant will make joint representations to the Court at the Approval Hearing to obtain an Approval Judgment. It is understood that Defendant's Counsel will make no representations regarding Class Counsel Fees and Disbursements except in accordance with paragraph **42** of the Settlement Agreement.

25. Should the Court refuse to grant the Application for Approval or refuse to approve the Settlement Agreement in whole or in part, save and except with regards to a reduction of Class Counsel Fees and Disbursements, the Settlement Agreement will be null and void and will not give rise to any right or obligation in favour of or against the Parties.

#### **A. Right to comment on or oppose the Settlement Agreement**

26. Class Members who have not exercised their Right of Exclusion and who wish to do so may comment on or oppose the Settlement Agreement.

27. Any comment or opposition to the Settlement Agreement must be notified to Class Counsel within the Exclusion and Opposition Period, by email to [litige@lambertavocats.ca](mailto:litige@lambertavocats.ca).

28. The comment or opposition must be signed by the Class Member or their legal representative and include the following information:

- a. The Court docket number of the Class Action (500-06-001112-206);
- b. The name and contact information of the Class Member who is exercising their Right of Exclusion;

- c. The Class Member's email address that is associated with their Account;
- d. The Class Member's comment or the motives of their opposition;
- e. A statement indicating whether the Class Member intends to voice their comment or opposition at the Approval Hearing;
- f. A copy of the documents supporting the comment or opposition, if applicable.

29. Within ten (10) days following the Exclusion and Opposition Period, Class Counsel shall promptly provide to the Counsel of the Defendant a copy of all comments or oppositions received during the Exclusion and Opposition Period.

## **VI. COMPENSATION TO CLASS MEMBERS**

### **A. Redeemable Credit**

30. As full and final compensation for the Released Claims, the Defendant shall compensate Credit Eligible Members by issuing a Redeemable Credit of \$1.00 to the Account of each Credit Eligible Member.

31. The Redeemable Credit will be made available directly in the Account of each Credit Eligible Member within thirty (30) days of the Effective Date. The Credit Eligible Members shall not be required to provide any further information or take any further action. Should the Account of a Credit Eligible Member no longer exist as of the Effective Date, no additional steps will be required from the Defendant to communicate with the Credit Eligible Members concerned.

32. The Redeemable Credit will be automatically applied as payment in respect of the first order placed by a Credit Eligible Member on the DoorDash Canada Platform which does not contain alcohol after the Redeemable Credit has been made available. The Redeemable Credits are non-transferable, non-cash convertible and non-refundable.

### **B. Administration Fees**

33. The Defendant will solely bear the Administration Fees arising from the Settlement Agreement in addition to the compensation to Class Members.

34. The Parties undertake to make all necessary efforts to limit as much as possible the extent of the Administration Fees and the impact of the implementation of the Settlement Agreement on the Defendant's operations.

## **VII. NO REMAINING BALANCE AFTER IMPLEMENTATION**

35. After the Settlement Agreement has been implemented and executed, there shall be no surplus amount remaining for remittance, reparation or compensation to any Class Members or any private or public third party and there shall be no benefit to Class Members and Class Counsel other than the Redeemable Credits so issued, and the payment of Class Counsel Fees pursuant to the Settlement Agreement.
36. It is expressly agreed and understood by the Parties, that unused, unredeemed or unclaimed Redeemable Credits shall not constitute, nor may they under any circumstances give rise to, a remaining balance for any purpose, including for a claim for reparation or compensation by Class Members or for the payment of a charge, levy or tolls by any third party, including a charge, levy or tolls contemplated by any regulation. For greater certainty and without limitation, Defendants may terminate the Settlement Agreement pursuant to paragraph 49 in the event any court recognizes the existence of a remaining balance.

### **VIII. RELEASE AND DISCHARGE**

37. On the Effective Date, the Plaintiff and each of the Class Members will be deemed to have, and by operation of the Approval Judgment will have, fully, finally, and forever released, relinquished, and discharged the Released Persons from all Released Claims.
38. No provision of the Settlement Agreement will constitute or be deemed to constitute or be construed as constituting a waiver by the Defendant of any right or defence against any claim, suit or cause of action of a Class Member who has exercised their Right of Exclusion or a waiver by the Defendants of any right or defence in contesting the Class Action should the Settlement Agreement not be approved by the Court or otherwise become null and void owing to the application of any of the provisions of the Settlement Agreement.
39. No provision of the Settlement Agreement will constitute or be deemed to constitute or be construed as constituting a waiver by the Plaintiff and the Class Members of any right, claim, suit or cause of action against the Defendant should the Settlement Agreement not be approved by the Court or otherwise become null and void owing to the application of any of the provisions of the Settlement Agreement.
40. None of the obligations, of whatever kind, assumed by the Defendant and Counsel for the Defendant in executing the Settlement Agreement nor the consent of the Defendant to the Settlement Agreement taking place or to the Court rendering the Approval Judgment, shall constitute in any manner an admission of liability by the Defendant.

### **IX. CLASS COUNSEL FEES AND DISBURSEMENTS**

41. As part of the Application for Approval, Class Counsel will request the Court to approve Class Counsel Fees and Disbursements in the full amount agreed upon by the Parties.

42. The Defendant will not take any position on this Application, other than to indicate that it has agreed to pay the maximum amount of the Class Counsel Fees and Disbursements.
43. Within thirty (30) days of the Effective Date and upon receipt of an invoice from Class Counsel, the Defendant shall pay Class Counsel the amount of the Class Counsel Fees and Disbursements approved by the Court, by check or ACH transfer. If the Class Counsel Fees and Disbursements are paid by ACH transfer, Class Counsel will provide all necessary banking and tax information (including a completed Form W-8BEN-E – Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting of the Department of Treasury, United States Internal Revenue Service) information to complete the wire transfer upon request.
44. In consideration of payment of the Class Counsel Fees, Class Counsel will not, directly or indirectly, claim from the Defendant or the Class Members any other fees, costs or disbursements of any kind or based on any source, nor will Class Counsel participate or be involved, directly or indirectly, in any class action arising in whole or in part from any of the facts or causes of action alleged in the Class Action, even if such facts arise after the payment of the Class Counsel Fees.
45. The Parties acknowledge that the Settlement Agreement is not conditional upon the Court's approval of the Class Counsel Fees. A refusal by the Court to award the full amount of Class Counsel Fees and Disbursements, or any appeal from any order relating thereto or reversal or modification thereof, is not grounds for termination of the Settlement Agreement.

## **X. PROCEDURE FOR CLOSURE OF THE CLASS ACTION**

46. As soon as possible following the issuance of the Redeemable Credits, Class Counsel will file an Application for Closure with the Court, presentable at a date and time to be set by the Court, to obtain a Closing Judgment which will declare the Class Action closed.
47. The Application for Closure will be accompanied by an Administration Report prepared by the Defendant detailing the implementation of the Settlement Agreement and specifying the total amount of Class Members and the total amount of Redeemable Credits issued to Class Members.
48. The Settlement Agreement is not conditional on the approval of this section by the Court.

## **XI. TERMINATION**

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

- 
- b. the Court declines to approve this Settlement Agreement or any material part hereof or approves this Settlement Agreement in a materially modified form, with the exception of paragraphs 10, 45 and 48 of the Settlement Agreement;

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

50. In the event that:

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

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

51. If this Settlement Agreement is terminated:

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

the Defendant to any other person, shall recover and destroy such documents or information. Class Counsel shall provide the Defendant with a written confirmation of such destruction.

## **XII. FINAL PROVISIONS**

52. The following Schedules of this Settlement Agreement are material and integral parts hereof and are fully incorporated therein as they were recited at length therein:
  - a. Schedule "A": Notice of Settlement Approval Hearing
53. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties.
54. This Settlement Agreement and the Schedules attached hereto constitute the entire agreement among the Parties, and supersedes prior exchanges, oral or in writing, between Counsel for the Defendant and Class Counsel.
55. The Parties intend the Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Class Action. The Parties agree that the consideration provided to the Class Members and the other terms of the Settlement Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.
56. The Parties agree to cooperate to the extent reasonably necessary to give effect to and implement all terms and conditions of this Settlement Agreement and to exercise best efforts to fulfil the foregoing terms and conditions of this Settlement Agreement.
57. This Settlement Agreement will not be considered to constitute any admission or acknowledgment by any of the Parties of the validity of any right, claim or defence.
58. Each counsel or other person executing this Settlement Agreement or any of its Appendices on behalf of any Party hereby warrants that such person has the full authority to do so.
59. The Court will retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement and the Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement Agreement.
60. This Settlement Agreement is a transaction pursuant to articles 2631 and following of the Civil Code of Quebec and will be construed and enforced in accordance with, and governed by the laws of the Province of Quebec.
61. In the event of a discrepancy between the wording of the notices to Class Members and the Settlement Agreement, the wording of the Settlement Agreement will take precedence.

62. All costs that have not been specifically provided for by the Settlement Agreement, if any, will be borne by the Party that has incurred them and their reimbursement may not be claimed from any other Party.
63. All amounts set forth in this Settlement Agreement are in Canadian dollars.
64. The Parties have expressly agreed that this Settlement Agreement and documents ancillary thereto be drafted in the English language and that the French version of this Settlement Agreement shall be for information purposes only and that in the event of any discrepancy between this Settlement Agreement and the French version thereof, this Settlement Agreement will take precedence over the French version thereof. *Les Parties ont expressément convenu que la présente Entente de Règlement et les documents y afférents soient rédigés en langue anglaise, que la version française de la présente Entente de Règlement est purement préparée à des fins informationnelles et qu'en cas de divergence entre la présente Entente de Règlement rédigée en anglais et la version française de celle-ci, la présente Entente de Règlement rédigée en anglais aura préséance sur sa version française.*
65. Any notification, request, instruction or other document to be given by one Party to the other (other than class-wide notification) shall be in writing (including email) and transmitted to:

A) If to the Plaintiff or Class Counsel :

M<sup>tre</sup> Jimmy Ernst Jr. Laguë Lambert

[jlambert@lambertavocats.ca](mailto:jlambert@lambertavocats.ca)

M<sup>tre</sup> Benjamin W. Polifort

[bpolifort@lambertavocats.ca](mailto:bpolifort@lambertavocats.ca)

M<sup>tre</sup> Loran-Antuan King

[aking@lambertavocats.ca](mailto:aking@lambertavocats.ca)

**LAMBERT AVOCATS**

1200, McGill College Avenue, suite 1800

Montreal (Quebec) H3B 4G7

B) If to the Defendant or Counsel for the Defendant :

M<sup>tre</sup> Alexandre Fallon

[afallon@osler.com](mailto:afallon@osler.com)

**OSLER, HOSKIN & HARCOURT LLP**

1000, de La Gauchetière Street West, suite 2100

Montreal (Quebec) H3B 4W5

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

**[SIGNATURES ON THE FOLLOWING PAGE]**

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

Signed in Montreal on November 20th, 2025



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OLIVIER PHANOR

Plaintiff

Signed in Montreal on November 20th, 2025



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**LAMBERT AVOCATS**

(M<sup>tre</sup> Jimmy Ernst Jr. Laguë Lambert)  
(M<sup>tre</sup> Benjamin W. Polifort)  
(M<sup>tre</sup> Loran-Antuan King)

Class Counsel

Signed in San Francisco on Nov. 20, 2025

DocuSigned by:



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DOORDASH TECHNOLOGIES CANADA INC.

By : Seth Sias

Title : Senior Director, Litigation

Defendant

Signed in Montreal on November 20, 2025



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**OSLER, HOSKIN & HARCOURT LLP**

(M<sup>tre</sup> Alexandre Fallon)

Counsel for the Defendant