

Court file no. 500-06-001064-209
Philippe Therrien v. Sony Interactive Entertainment LLC

SETTLEMENT AGREEMENT

Made as of May 11, 2021

Between:

Philippe Therrien

(Plaintiff)

-and-

SONY INTERACTIVE ENTERTAINMENT LLC

(Defendant)

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RECITALS

- A. WHEREAS the Plaintiff Philippe Therrien (the “**Plaintiff**”) commenced a proposed class action in the Superior Court of Québec on May 4, 2020, bearing Court File No. 500-06-001064-209 as against the Defendants (the “**Class Action**”);
- B. WHEREAS the Class Action asserts claims against the Defendants on behalf of the Class in relation to the transport or shipping costs charged by the Defendants to consumers who sent their products to the Defendants for in-warranty repairs;
- C. WHEREAS the Plaintiff discontinued his Class Action as against the former Defendants Sony of Canada LTD, Sony Electronics Inc. and Sony Corporation and maintains his claim solely against Sony Interactive Entertainment LLC (the “**Defendant**”);
- D. WHEREAS the Plaintiff maintains that the claims in the Class Action are valid; the Defendant denies all of the allegations asserted by the Plaintiff in the Class Action, and maintains that it has good and valid defences to the claims asserted therein;
- E. WHEREAS the Parties estimate that a further two years or more could be required to litigate this matter through authorization, and if need be, through trial (excluding appeals);
- F. WHEREAS the Parties have agreed to enter into this Settlement Agreement in order to achieve an early full and final resolution of the Class Action and to avoid further expense, inconvenience and burdens of protracted litigation, subject to approval by the Superior Court of Québec;
- G. WHEREAS the Parties and their respective counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their respective analyses of the facts and law applicable to the Plaintiff’s claims asserted in the Class Action, and having regard to the burdens and expense of prosecuting the Class Action, including, in particular, the risks and uncertainties associated with trials and appeals, and taking into account the maximum recovery for the Class weighed against those costs, risks, uncertainties and delays, the Parties and their respective counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interest of the Class;
- H. WHEREAS the Plaintiff and Class Counsel agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by, or evidence against the Defendant, or evidence of the truth of any of the Plaintiff’s allegations against the Defendant, and the Defendant and Defence Counsel agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be

an admission by, or evidence against the Plaintiff or the Class, or evidence of the truth or validity of any of the Defendant's defences or arguments against the Plaintiff's claims; and

- I. WHEREAS the Parties therefore wish to, and hereby do, finally resolve the Class Action and all Released Claims, as defined below, subject to the approval of this Settlement Agreement by the Superior Court of Québec.

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Class Action shall be settled on the following terms and conditions:

ARTICLE I - DEFINITIONS

1.1 Definitions

The following terms, as used in this Agreement, including the Recitals, mean:

- (a) **Administration Fees** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred by, payable by, or chargeable by the Claims Administrator, for the approval, implementation and operation of this Settlement Agreement including the costs of notices and claims administration, and the costs of translating the relevant Settlement documents (as applicable), but excluding: (i) internal fees, costs or expenses of the Defendant to provide information to the Claims Administrator in order to provide notices to the Class as provided in the Notice Plan; (ii) fees, costs and disbursements payable to Defence Counsel; and (iii) Class Counsel Fees. The Administration Fees are estimated to be \$35,000.00 but this in no way represents a maximum amount.
- (b) **Claims Administrator** means the entity appointed by the Court to administer this Settlement Agreement, and any employees of such entity.
- (c) **Class** means all persons in Quebec, who, since May 4, 2017, paid the costs of transportation or shipping for returns to Sony Interactive Entertainment LLC ("SIE") under its conventional warranty, for all SIE electronic products, when the warranty for their SIE product did not stipulate that the consumer must pay transport or shipping costs, and **Class Member** means any one thereof.
- (d) **Class Action** means the class proceeding commenced by the Plaintiff Philippe Therrien in the Superior Court of Québec bearing Court File No. 500-06-001064-209.
- (e) **Class Counsel** means LPC Avocat Inc.

- (f) **Class Counsel Fees and Disbursements** means the amount payable to Class Counsel for its extrajudicial fees, and is inclusive of all fees, disbursements, costs, interest, and other applicable taxes or charges of Class Counsel in respect of the prosecution of the Class Action, subject to Court approval.
- (g) **Consumer Payment** means the payments of \$32.18, in the form of cheque, issued to Class Members pursuant to the terms of the Distribution Protocol (which will expire six (6) months from the date of issuance), in the form of **Schedule D** hereto.
- (h) **Court** means the Superior Court of Québec.
- (i) **Defence Counsel** means McCarthy Tétrault LLP.
- (j) **Defendant** means Sony Interactive Entertainment LLC.
- (k) **Distribution Protocol** means the plan for distributing the Settlement Fund to the Class as approved by the Court, in the form of **Schedule D** hereto.
- (l) **Effective Date** means (i) the date upon which the ability to appeal from the last-rendered anticipated Second Order expires; or (ii) if any appeal is taken from the Second Order, then the Effective Date shall be the date upon which any such appeal is concluded by way of a Final order.
- (m) **Final** when used in relation to a Court order means all rights of appeal from such order or judgment have expired or have been exhausted and that the ultimate court of appeal (or court of last resort) to which an appeal (if any) was taken has upheld such order.
- (n) **First Order** means the proposed order of the Court: (1) approving the class action for settlement purposes; (2) setting the Opt-Out Procedure and Opt-Out Deadline; (3) the Court's approval of the Notice of Hearing and Opt-Out; and (4) the appointment of the Claims Administrator, which will be substantially in the form of **Schedule A** hereto or as modified by the Court.
- (o) **Fonds d'aide** means the *Fonds d'aide aux actions collective* created pursuant to the *Act respecting the Fonds d'aide aux actions collectives* (CQLR c F-3.2.0.1.1).
- (p) **Notice of Hearing and Opt-Out** means (as applicable) the French and English notices of the hearing for settlement approval, approved by the Court, to inform the Class of *inter alia*: (1) the authorization of the Class Action for settlement purposes; (2) the Opt-Out Procedure and Opt-Out Deadline, as well as how to object to the settlement; (3) the date of the hearing to approve this Settlement Agreement; and (4) the key terms of this Settlement Agreement. The Notice of Hearing and Opt-Out will be substantially in the form of **Schedule B** hereto, or as modified by the Court.

- (q) **Notice of Court Order** means (as applicable) the various iterations of the notices of the order approving the settlement and Class Counsel Fees, as approved by the Court, to inform the Class Members of *inter alia*: (1) the approval of this Settlement Agreement and (2) the Consumer Payments to which they may be entitled.
- (r) **Opt-Out Deadline** means the date which is thirty (30) days from the date that Notice of Hearing and Opt-Out is first published, or any other date set by the Court.
- (s) **Opt-Out Procedure** means the procedure to be fixed by Order of the Court by which any Class Member(s) who wish(es) to do so may opt out of the Class Action.
- (t) **Parties**, when capitalized, means the Plaintiff and Defendant, and **Party** means any one thereof.
- (u) **Released Claims** means any and all manner of claims, complaints, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, damages of any kind whenever incurred, declaratory relief, liabilities of any nature whatsoever, including assigned claims, claims for injunction, contribution, indemnity, interest, costs, expenses, class administration expenses (including Administration Fees), and lawyers' fees (excluding Class Counsel Fees, which are addressed at Article 11.1 of the present Settlement Agreement), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, that the Releasors, or any of them, whether directly or indirectly, ever had, could have had, or now have that were the subject matter of allegations in the Class Action or that could have been the subject matter of allegations by or on behalf of the Releasors, or any of them, in the Class Action.
- (v) **Releasees** means the Defendant and its predecessors, successors, parents, subsidiaries, affiliates, divisions, partners, insurers and its past and current officers, directors, employees, agents, shareholders and beneficiaries of any kind.
- (w) **Releasors** means, individually and collectively, the Plaintiff and the Class Members, and their respective successors, heirs, executors, administrators, trustees, assigns, devisees or representatives of any kind (excluding Class Counsel, whose release is addressed at Article 11.1 of the present Settlement Agreement).
- (x) **Return** refers to the return of an SIE device by a Class Member to the Defendant for a valid in-warranty repair and for which the Class Member paid transport or shipping costs since May 4, 2017.

- (y) **Second Order** means the anticipated order of the Court approving the terms of this Settlement Agreement and approving Class Counsel Fees, which shall be agreed upon by the Parties and submitted to the Court in draft form.
- (z) **Settlement** means the settlement provided for in this Settlement Agreement.
- (aa) **Settlement Agreement** means this agreement, including the recitals and Schedules.
- (bb) **Settlement Fund** means the amount of sixty thousand Canadian Dollars (CAD \$60,000), which represents the maximum total amount to be paid in the form of a collective recovery for **Consumer Payments** pursuant to the Distribution Protocol (**Schedule D**).
- (cc) **Total Settlement Amount** means the sum of the **Settlement Fund**, the **Administration Fees** and the **Class Counsel Fees**.

ARTICLE II - BEST EFFORTS TO SECURE COURT APPROVAL

2.1 Best Efforts

The Parties shall use their best efforts to effectuate this Settlement Agreement and shall cooperate to seek and obtain the Court's approval of this Settlement Agreement and all other matters addressed herein.

If the Defendant intends to seek a sealing order in respect of commercially-sensitive information to be included in the materials submitted on any of the applications contemplated under this Settlement Agreement, they will notify Class Counsel in advance. The Plaintiff will consent to any such Application for a sealing order.

The Defendant will cooperate to provide information to Class Counsel and the Court that is reasonable and necessary to obtain Court approval of this Settlement Agreement, including the total number of Returns included in the Class.

2.2 Court Approval Required for Enforceable Agreement

With the exception of those Articles expressly stated to survive termination of this Settlement Agreement, this Settlement Agreement shall be of no force or effect unless approved by the Court.

ARTICLE III – OPT-OUT PROCEDURE

3.1 Court Approval of Opt-Out Process and Deadlines

- (a) Class Counsel shall seek the Court's approval of the following opt-out procedure as part of the Applications for Approval of Notice of Hearing and Opt-Out outlined in Article 4.1 below:
- (i) Class Members seeking to opt out of the Class Action must do so within thirty (30) days from the date that Notice of Hearing and Opt-Out is first published, by sending a complete and validly executed written election to opt out to the Claims Administrator or to Class Counsel at the email address to be provided in the Notice of Hearing and Opt-Out, received on or before the Opt-Out Deadline. The written election of opt out must be sent by the Class Member or the Class Member's designee and must include the following information:
- The Court docket number of the Class Action (500-06-001064-209);
 - The Class Member's full name, current address, email address and telephone number; and
 - A statement to the effect that the Class Member wishes to be excluded from the Class Action.
- (b) Class Members who opt out of the Class Action shall not be members of the Settlement Class, and shall have no further right to participate in the Class Action or to share in the distribution of funds as a result of the Settlement Agreement; and
- (c) Upon expiry of the Opt-Out Deadline, the Claims Administrator shall provide a report to the Class Counsel and the Defendant containing the names of each person who has validly and timely opted out of the Class Action.
- (d) The Defendant shall not be required to pay any part of the Settlement Fund or the Total Settlement Amount in respect of any Class Member who validly opted out of the Class Action.
- (e) Under article 580 of the *Code of Civil Procedure* of Québec, a Class Member eligible to opt out pursuant to this section who does not discontinue an originating application having the same subject matter as the Class Action before the Opt-Out Deadline has expired, is deemed to have opted out.

ARTICLE IV - SETTLEMENT APPROVAL

Subject to the discretion of the Court regarding the approval process, the Parties propose to seek the orders contemplated in this Settlement Agreement as follows. The Parties agree that the applications contemplated in this article may be conducted by videoconference, or by teleconference, as directed by the Court, in consideration *inter alia* of the COVID-19 pandemic.

4.1 Applications for Approval of Notice of Hearing and Opt-Out

- (a) As soon as practicable after this Settlement Agreement is executed, Plaintiff shall bring an application for the Court's approval of an order substantially in the form of the draft First Order at **Schedule A** (being the draft order authorizing the Class Action for settlement purposes, setting out the Opt-Out Procedure and Opt-Out Deadline and approving the Notice of Hearing and Opt-Out and the appointment of Claims Administrator). The Defendant will consent to this application.
- (b) Until the application for the Court's approval of an order substantially in the form of the draft First Order at **Schedule A** is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without prior written consent of the Parties, except as required for the purposes of financial reporting, communications with insurers and auditors, and/or the preparation of financial records (including tax returns and financial statements), as necessary to give effect to its terms or as otherwise required by law.

4.2 Application for Approval of Settlement Agreement and Class Counsel Fees

- (a) As soon as practicable after an order substantially in the form of the First Order is made, and the Notice of Hearing and Opt-Out published as detailed in the Notice Plan (**Schedule C**), the Plaintiff shall bring an application for the Court's issuance of the Second Order. The Defendant will consent to this application, and the Fonds d'aide will be served with the application. The Defendant will take no position on the aspects of such application that concern Class Counsel Fees. The Parties waive any rights of appeal if the Second Order is granted by the Court.
- (b) The Defendant will review and approve all application materials before they are filed.
- (c) If the Plaintiff, Class Counsel, the Defendant, or Defence Counsel become aware that a Class Member or other person intends to object to those applications, they will advise the Parties in writing as soon as practicable and in any event no later than two (2) business days before the hearing of the application in Article 4.2 (a).

ARTICLE V - SETTLEMENT CLAIMS

5.1 Composition of the Total Settlement Amount

- (a) This Settlement Agreement provides for a process by which the Defendant will issue Consumer Payments to Class Members in the form of a collective recovery. The Defendant's obligation hereunder is to fund the Settlement Fund, along with the Administration Fees and the Class Counsel Fees.
- (b) Within thirty (30) days of the Effective Date, the Defendant will issue a cheque of CAD \$60,000 to the Claims Administrator corresponding to the Settlement Fund, as per the Distribution Protocol at **Schedule D**.
- (c) Within thirty (30) days of the Effective Date, the Defendant shall transfer to Class Counsel payment in the amount of the Class Counsel Fees and Disbursements approved by the Court, in full satisfaction of any claims for fees, costs and disbursements related to the Class Action (as described more fully at Article 11.1 of the present Settlement Agreement).
- (d) The Claims Administrator will issue quarterly invoices to the Defendant (copies of which to be sent to Class Counsel) for payment of the Administration Fees beginning after the appointment of the Claims Administrator by the Court.
- (e) The Defendant's payment of the Settlement Fund will be in full satisfaction of the Released Claims against the Releasees, subject to approval of the Court.
- (f) The Defendant shall not have any obligation to pay to the Plaintiff or to the Class any amount in addition to the Settlement Fund, unless otherwise expressly provided for in this Agreement.
- (g) The Defendant shall not have any obligation to pay to the Claims Administrator any amount in addition to the Administration Fees, unless otherwise expressly provided for in this Agreement.

5.2 Taxes and Interest

- (a) The Parties agree that the Plaintiff, Defendant, Class Counsel, and Defence Counsel are in no way liable for any taxes any Class Members may be required to pay as a result of receiving any benefits under this Settlement Agreement. No opinion concerning the tax consequences of this Settlement Agreement to any Class Member is given or will be given by the Parties or their respective counsel, nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of this Settlement Agreement as to any Class Member. Each Class Member is

responsible for their tax reporting and other obligations respecting this Settlement Agreement, if any.

ARTICLE VI - DISTRIBUTION OF FUNDS

6.1 Distribution Protocol

The Distribution Protocol is part of this Settlement Agreement and will be subject to approval by the Court, as part of the application seeking Court approval of this Settlement Agreement (the Second Order). The Distribution Protocol is set out at **Schedule D** hereto.

6.2 No responsibility for External Administration Expenses

The Defendant acknowledges that it may incur internal costs to provide information to the Claims Administrator in order to provide notices to Class Members pursuant to the Notice Plan. However, the Defendant will not be required to incur any external administration expenses (separate from the Administration Fees) in connection with the Distribution Protocol.

6.3 Fonds d'aide

The Parties agree that the Settlement Agreement is subject to the *Act respecting the Fonds d'aide aux actions collectives*, C.Q.L.R., c. F-3.2.0.1.1, the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, C.Q.L.R., c. F-3.2.0.1.1.r.2 and the *Code of Civil Procedure*, C.Q.L.R., c. C-25.01.

ARTICLE VII - TERMINATION OF SETTLEMENT AGREEMENT

7.1 Right of Termination

- (a) The Defendant shall have the option to terminate this Settlement Agreement in the event that:
 - (i) The Plaintiff or Class Counsel breach any material term of this Settlement Agreement;
 - (ii) The Court declines to issue an order substantially in the form of the Second Order, or to approve any material part of the Settlement Agreement (excluding Class Counsel Fees), or requires a material change to the Settlement Agreement as a pre-condition to approval; or
 - (iii) The Court issues an order substantially in the form of the Second Order, but it does not become Final or is materially altered on appeal.
- (b) The Plaintiff and Class Counsel, collectively but not separately, shall have the option to terminate the Settlement Agreement in the event that:

- (i) The Defendant or Defence Counsel breach any payment terms of this Settlement Agreement;
 - (ii) The Court declines to issue an order substantially in the form of the Second Order, or to approve of any material part of the Settlement Agreement (excluding Class Counsel Fees) or requires a material change to the Settlement Agreement as a pre-condition to approval; or
 - (iii) The Court issues an order substantially in the form of the Second Order, but it does not become Final or is materially altered on appeal.
- (c) If the Defendant elects to terminate the Settlement Agreement pursuant to Article 7.1(a), or the Plaintiff together with Class Counsel elect to terminate the Settlement Agreement pursuant to Article 7.1(b), a written notice of termination shall be provided by the terminating Party(s) to the other Party(s) forthwith, and, in any event, no later than ten (10) business days after the event upon which the terminating Party relies. Upon delivery of such written notice, this Settlement Agreement shall be terminated and, except as provided for in Article 7.2, and the related Definitions in Article I, 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 Released Claims, including but not limited to any trial on the merits, except with the written consent of all Parties or as otherwise required by a Court.
- (d) Any order, ruling or determination made by the Court with respect to the Class Counsel Fees shall not be a material modification of this Settlement Agreement and shall not constitute a basis for the termination of this Settlement Agreement.

7.2 If Settlement Agreement is Terminated

If this Settlement Agreement is terminated:

- (a) The Parties will be restored to their respective positions prior to the execution of this Settlement Agreement, except as expressly provided for herein;
- (b) Any step taken by the Defendant or the Plaintiff in relation to this Settlement Agreement shall be without prejudice to any position that the Parties may later take in respect of any procedural or substantive issues in the Class Action;
- (c) Any order or judgment rendered by the Court pursuant to this Settlement Agreement shall be set aside or vacated. The Parties consent and will cooperate in seeking to have all prior orders or judgments sought from and rendered by the Court, in accordance with this Settlement Agreement, set

aside and declared null and void and of no force or effect, and any Party shall be estopped from asserting otherwise; and

- (d) All documents and information exchanged by the Parties during the settlement process are subject to settlement privilege. Within thirty (30) days of such termination having occurred, Class Counsel shall destroy all documents and other materials provided by the Defendant or containing or reflecting information derived from such documents for the purposes of implementing this Settlement. Class Counsel shall provide Defence Counsel with a written certification by Class Counsel of such destruction.

ARTICLE VIII - RELEASES AND DISMISSALS

8.1 Release of Releasees

Except in the case of the termination of this Settlement Agreement, and conditional upon the approval of this Settlement Agreement by the Court, upon transfer by the Defendant of the Settlement Fund to the Claims Administrator, the Releasors thereby immediately, forever and absolutely release the Releasees from the Released Claims. The Plaintiff acknowledges that he may thereafter discover facts in addition to, or different from, the facts which they know or believe to be true regarding the Released Claims, and it is his intention to release fully, finally and forever all Released Claims and, in furtherance of such intention, this release by all of the Releasors shall be and shall remain in effect notwithstanding the discovery or existence of new or different facts.

8.2 No Further Claims

The Releasors shall not now or hereafter institute, continue, maintain, or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any Released Claim against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim.

ARTICLE IX - EFFECT OF SETTLEMENT

9.1 No Admission of Liability

Whether or not this Settlement Agreement is approved or terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any fault, wrongdoing or liability by any of the Releasees, or of the truth of any claims or allegations contained in the Class Action or any other allegation made by the Plaintiff or the Class in any forum or context. The Releasees deny any liability and deny the truth of the allegations made against them. If the Settlement Agreement is not approved, they will defend the Class Action at trial.

The Defendant reserves its rights and defences with respect to anyone who will validly opt out of the Class Action, and no term of this Settlement Agreement shall be tendered as evidence in any subsequent litigation by any such person against the Defendant.

9.2 This Agreement Not Evidence

The Parties agree that, whether or not it is approved or terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal, or administrative action or other proceeding, in this or any other jurisdiction, except in a proceeding to approve or enforce this Settlement Agreement or in connection with the other applications contemplated in this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law, or with the written consent of all Parties.

ARTICLE X - NOTICE TO CLASS

10.1 Notice Required

The Class shall be given the following notices, subject to approval by the Court:

- (a) Notices of Hearing and Opt-Out (**Schedule B**);
- (b) Notices of Court Order, in a form to be agreed upon by the parties and approved by the Court;
- (c) Notice of termination of this Settlement Agreement if it is terminated pursuant to this Settlement Agreement, or as otherwise ordered by a Court, in a form to be agreed upon by the Parties and approved by the Court or, if the Parties cannot agree on the form of the notice of termination of the Settlement Agreement, then in the form ordered by the Court.

10.2 Costs of Disseminating Notice

The costs of disseminating each Notice shall be paid by the Defendant, regardless of whether the Settlement is approved by the Court or the Settlement Agreement is terminated. The Plaintiff, the Class and the Class Counsel are not liable to pay for such costs.

10.3 Method of Disseminating Notices

The Notices required under Article 10.1 shall be disseminated pursuant to the Notice Plan attached as **Schedule C** as approved by the Court or in a manner otherwise ordered by the Court.

ARTICLE XI - CLASS COUNSEL FEES AND DISBURSEMENTS

11.1 Class Counsel Fees and Release

- (a) As part of the application for approval detailed at Article 4.2(a), Class Counsel will seek the Court's approval of Class Counsel Fees and Disbursements in the amount of \$50,000 in fees plus \$3,500 in disbursements, both plus GST & QST, and an order that the Class Counsel Fees and Disbursements shall be paid as outlined in Article 5.1(c). The Defendant will take no position on this request, other than that it has agreed to pay this amount.
- (b) Upon full payment to Class Counsel of the Class Counsel Fees and Disbursements approved by the Court pursuant to the order to be rendered by the Court, Class Counsel forever releases the Releasees of and from any and all claims or demands for fees, costs, expenses and/or disbursements, known or unknown, that Class Counsel ever had, could have had, or now has, whether directly or indirectly related to the Class Action.

ARTICLE XII - MISCELLANEOUS

12.1 Applications for Directions

- (a) The Plaintiff, Defendant, or the Claims Administrator may bring applications to the Court for directions in respect of the implementation and administration of this Settlement Agreement at any time.
- (b) All applications contemplated by this Settlement Agreement shall be on reasonable notice to the Parties.

12.2 Headings, etc.

In this Settlement Agreement:

- (a) The division of the Settlement Agreement into articles and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) The terms "this Settlement Agreement", "hereof", "hereunder", "herein", and similar expressions refer to this Settlement Agreement and not to any particular article or other portion of this Settlement Agreement.

12.3 Computation of Time

In the computation of time in this Settlement Agreement, except where a contrary intention appears:

- (a) Where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) Only in the case where the time for doing an act expires on a holiday or a weekend, the act may be done on the next day that is a business day.

12.4 Governing Law

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Québec and Canada.

12.5 Entire Agreement

This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding or agreement in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

12.6 Amendments

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

12.7 No Waiver

No waiver of any provision of this Settlement Agreement will be binding unless consented to in writing by the Parties. No waiver of any provision of this Settlement Agreement will constitute a waiver of any other provision.

12.8 Binding Effect

This Settlement Agreement shall be binding upon and inure to the benefit of the Plaintiff, the Class Members, the Defendant, the Releasors, and the Releasees once it is approved by a Final order of the Court, except that the Parties are required to perform their obligations under this Settlement Agreement prior to the application for approval of this Settlement Agreement. Without limiting the generality of the foregoing, each and every covenant and agreement made by the Plaintiff shall be binding upon all Releasors, once it is approved by Final order of the Court.

12.9 Counterparts

This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or PDF

signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

12.10 Negotiated Agreement

This Settlement Agreement 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 this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

12.11 Language

The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; *les parties reconnaissent avoir exigé que la présente convention de règlement et tous les documents connexes soient rédigés en anglais*. Nevertheless, a French translation of this Settlement Agreement, the Distribution Protocol and the Notices shall be prepared, the cost of which shall be paid as part of the Administration Fees.

12.12 Transaction

The present Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Québec*.

12.13 Recitals

The Recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

12.14 Schedules

The Schedules annexed hereto form part of this Settlement Agreement and are:

- (a) **Schedule A** – Draft First Order (the draft order authorizing the Class Action for settlement purposes, approving the Notice of Hearing and Opt-Out, and appointing the Claims Administrator).
- (b) **Schedule B** – Notice of Hearing and Opt-Out.
- (c) **Schedule C** – Notice Plan.
- (d) **Schedule D** – Distribution Protocol.

12.15 Acknowledgements

Each of the Parties hereby affirms and acknowledges that:

- (a) He, she, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) The terms of this Settlement Agreement and the effects thereof have been fully explained to him, her, or the Party's representative by his, her or its counsel;
- (c) He, she, or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
- (d) No Party has relied upon any statement, representation, or inducement (whether material, false, negligently made or otherwise) of any other Party with respect to the first Party's decision to execute this Settlement Agreement.

12.16 Authorized Signatures

Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

12.17 Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiff and for Class Counsel:

LPC Avocat Inc.

276 Saint-Jacques Street, Suite 801
Montreal, QC, H2Y 1N3

Joey Zukran

Telephone: 514-379-1572
Fax: 514-221-4441
Email: jzukran@lpclex.com

For the Defendant and Defence Counsel:

McCarthy Tétrault LLP

1000 Gauchetière Street West, suite 2500
Montreal, QC H3B 0A2

J.R. Kristian Brabander

Telephone: 514-397-4273

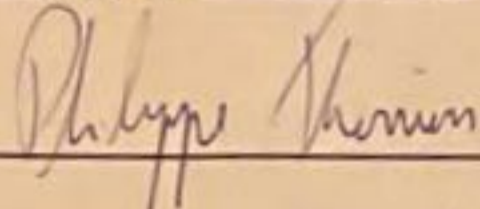
Facsimile: 514-875-6246

Email: kbrabander@mccarthy.ca

Date of Execution

The Parties have executed this Settlement Agreement effective as of the date on the cover page.

Dated at Montreal, Quebec, Canada, this 12 day of MAY, 2021



PHILIPPE THERRIEN

Plaintiff

Dated at Montreal, Quebec, Canada, this 11 day of MAY, 2021



LPC AVOCAT INC.

Per: Joey Zukran

Lawyers for the Plaintiff and the Class,

Dated at San Mateo, California, USA, this 11 day of May, 2021

DocuSigned by:

Mike Edelman

8ADB509E19694C8...

SONY INTERACTIVE ENTERTAINMENT LLC

Per: Michael Edelman

Vice President – Intellectual Property & Litigation, Sony Interactive
Entertainment LLC (Defendant)

SCHEDULE A

(Class Action)
Superior Court

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

NO.: 500-06-001064-209

DATE:

PRESENT: THE HONORABLE MARTIN F. SHEEHAN, J.S.C.

PHILIPPE THERRIEN

Applicant

v.

SONY INTERACTIVE ENTERTAINMENT LLC

Defendant

JUDGMENT

(ON A CONSOLIDATED APPLICATION TO AUTHORIZE A CLASS ACTION FOR SETTLEMENT PURPOSES, FOR APPROVAL OF NOTICE TO CLASS MEMBERS OF A SETTLEMENT APPROVAL HEARING AND TO APPOINT A CLAIMS ADMINISTRATOR)

[1] **CONSIDERING** the *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff* filed on May 4, 2020 against Sony Interactive Entertainment LLC on behalf of the following Class:

All persons in Canada, who, since May 4, 2017, paid the costs of transportation or shipping when Sony was performing its conventional warranty, for all Sony electronic products, when the warranty for their Sony product did not stipulate that the consumer must pay transport or shipping costs.

Toutes les personnes au Canada qui, depuis le 4 mai 2017, ont payé les frais de transport ou d'expédition lorsque Sony exécutait sa garantie conventionnelle,

pour tous les produits électroniques Sony, lorsque la garantie de leur produit Sony ne stipulait pas que le consommateur devait payer les frais de transport ou d'expédition.

- [2] **CONSIDERING** the transaction executed between the Applicant and Sony filed as Exhibit S-1 (the "**Settlement Agreement**");
- [3] **CONSIDERING** the *Consolidated Application to Authorize a Class Action for Settlement Purposes, for Approval of Notice to Class Members of a Settlement Approval Hearing and to Appoint a Claims Administrator* (the "**Consolidated Application**") and the exhibits filed in support thereof;
- [4] **CONSIDERING** that pursuant to the Consolidated Application, the parties are asking the Court to authorize a modification to the class description to limit it to a Quebec class, to authorize the class action against Sony Interactive Entertainment LLC ("SIE") for settlement purposes only, to approve the notice informing the Class Members that the Settlement Agreement will be submitted to the Court for approval and to appoint Velvet Payments Inc. as the Claims Administrator;
- [5] **CONSIDERING** the proposed French and English versions of the pre-approval notice filed as Exhibit S-2;
- [6] **CONSIDERING** the submissions of counsel for the Applicant and counsel for SIE who consents to the Consolidated Application;
- [7] **CONSIDERING** that the criteria set out in article 575 of the *Code of Civil Procedure* to authorize a class action are applied with flexibility when the authorization of the class action is sought for settlement purposes¹;
- [8] **CONSIDERING** that the Court is of the opinion that the four criteria set out in article 575 of the *Code of Civil Procedure* to authorize a class action are met for settlement purposes, namely that:
- (1) the claims of the members of the class raise identical, similar or related issues of law or fact;
 - (2) the facts alleged appear to justify the conclusions sought;
 - (3) the composition of the class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings; and
 - (4) the class member appointed as representative plaintiff is in a position to properly represent the class members.

¹ *Dupuis c. Polyone Canada inc.*, 2016 QCCS 2561 (CanLII), par. 9.

[9] **CONSIDERING** articles 575, 576, 579, 580, 581, 585 and 590 of the *Code of Civil Procedure*;

POUR CES MOTIFS, LE TRIBUNAL :	WHEREFORE, THE COURT:
<p>[10] ACCEUILLE la « <i>Consolidated Application to Authorize a Class Action for Settlement Purposes Only, for Approval of Notice to Class Members of a Settlement Approval Hearing and to Appoint a Claims Administrator</i> »;</p>	<p>GRANTS the <i>Consolidated Application to Authorize a Class Action for Settlement Purposes Only, for Approval of Notice to Class Members of a Settlement Approval Hearing and to Appoint a Claims Administrator</i>;</p>
<p>[11] AUTORISE le demandeur, aux seules fins de règlement avec la défenderesse Sony Interactive Entertainment LLC, de modifier comme suit la description du groupe dans la « <i>Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff</i> » :</p> <p>Groupe :</p> <p>Toutes les personnes au Québec qui, depuis le 4 mai 2017, ont payé les frais de transport ou d'expédition pour les retours à Sony Interactive Entertainment LLC (« SIE ») dans le cadre de sa garantie conventionnelle, pour tous les produits électroniques SIE, lorsque la garantie de leur produit SIE ne stipulait pas que le consommateur devait payer les frais de transport ou d'expédition.</p>	<p>AUTHORIZES the Applicant, for the purpose of settlement only with Defendant Sony Interactive Entertainment LLC, to amend as follows the Class description in the "<i>Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff</i>":</p> <p>Class:</p> <p>All persons in Quebec, who, since May 4, 2017, paid the costs of transportation or shipping for returns to Sony Interactive Entertainment LLC ("SIE") under its conventional warranty, for all SIE electronic products, when the warranty for their SIE product did not stipulate that the consumer must pay transport or shipping costs.</p>
<p>[12] AUTORISE l'exercice de l'action collective contre la défenderesse Sony Interactive Entertainment LLC aux seules fins de règlement;</p>	<p>AUTHORIZES the bringing of a class action against the Defendant Sony Interactive Entertainment LLC for settlement purposes only;</p>
<p>[13] DÉSIGNE et ATTRIBUE au demandeur Philippe Therrien le statut de représentant aux seules fins de règlement;</p>	<p>APPOINTS the Applicant Philippe Therrien the status of Representative Plaintiff for settlement purposes only;</p>
<p>[14] IDENTIFIE comme suit les principales questions de fait et de droit qui seront traitées collectivement :</p>	<p>IDENTIFIES the principal question of fact and law to be treated collectively as the following:</p>

a) SIE a-t-elle violé l'article 49 LPC et, dans l'affirmative, les membres du groupe ont-ils droit à une indemnisation ?	a) Did SIE violate s. 49 CPA, and, if so, are Class Members entitled to compensation?
[15] APPROUVE la forme, le contenu et le mode de dissémination de l'avis aux membres du groupe (pièce S-2), dans sa version française et anglaise;	APPROVES the form, content and mode of dissemination of the pre-approval notice to Class Members (Exhibit S-2) in its French and English versions;
[16] DÉSIGNE Velvet Payments Inc. à titre d'Administrateur des réclamations afin de s'acquitter des tâches qui lui incombent en vertu de la Transaction;	APPOINTS Velvet Payments Inc. as the Claims Administrator for the purposes of accomplishing the tasks that devolve to it pursuant to the Settlement Agreement;
[17] ORDONNE aux parties et l'Administrateur des réclamations de diffuser les avis de pré-approbation conformément au plan de publication prévu au plan de publication des avis (annexe C de la transaction), dans les 5 jours suivant le jugement qui sera rendu par les présentes;	ORDERS the parties and the Claims Administrator to disseminate the pre-approval notices pursuant to the publication plan provided for in the Notice Plan (Schedule C to the Settlement Agreement), within 5 days of the judgment to be rendered herein;
[18] ORDONNE que la défenderesse divulgue à l'Administrateur des réclamations les noms et adresses postales des membres du groupe que la défenderesse détient, afin de : (a) faciliter la distribution des avis approuvés par le Tribunal aux membres du groupe les informant du présent jugement ainsi que de la date et des informations relatives à la demande d'approbation du règlement; et (b) faciliter le processus de distribution éventuel découlant de tout jugement ultérieur approuvant le règlement.	ORDERS that the Defendant disclose to the Claims Administrator the names and mailing addresses of Class Members that the Defendant holds, in order to: (a) facilitate the distribution of Court-approved notices to Class Members advising them of this Judgment and the date and information relating to the Application for Settlement Approval; and (b) facilitate the process for the eventual distribution arising from any later judgment approving the Settlement Agreement.
[19] ORDONNE à l'Administrateur des réclamations de maintenir la confidentialité des informations fournies conformément au présent jugement et ne les partage pas avec toute autre personne, sauf si cela est strictement nécessaire pour exécuter le plan de notification et/ou faciliter le	ORDERS that the Claims Administrator shall maintain confidentiality over and shall not share the information provided pursuant to this judgment with any other person, unless doing so is strictly necessary for executing the Notice Plan and/or facilitating

processus de distribution conformément au règlement;	the distribution process in accordance with the Settlement Agreement;
[20] ORDONNE que l'Administrateur des réclamations utilisera les informations qui lui sont fournies en vertu du présent jugement dans le seul but d'exécuter le plan de notification et de faciliter le processus de distribution conformément au règlement, et à aucune autre fin;	ORDERS that the Claims Administrator shall use the information provided to it pursuant to this judgment for the sole purpose of executing the Notice Plan and facilitating the distribution process in accordance with the Settlement Agreement, and for no other purpose;
[21] ORDONNE ET DÉCLARE que le présent jugement constitue un jugement contraignant la production des informations par la défenderesse au sens des lois applicables en matière de vie privée, et que ce jugement satisfait aux exigences de toutes les lois applicables en matière de la protection de la vie privée;	ORDERS AND DECLARES that this judgment constitutes a judgment compelling the production of the information by the Defendant within the meaning of applicable privacy laws, and that this judgment satisfies the requirements of all applicable privacy laws;
[22] DÉGAGE la défenderesse de toute obligation en vertu des lois et règlements applicables en matière de protection de la vie privée en ce qui concerne la communication de toute information personnelle et/ou privée à l'Administrateur des réclamations;	RELEASES the Defendant from any and all obligations pursuant to applicable privacy laws and regulations in relation to the communication of any personal and/or private information to the Claims Administrator;
[23] DÉCLARE que les parties à l'entente de règlement ne sont pas responsables de l'administration du règlement et n'ont aucune responsabilité ou obligation financière à l'égard des actes, de la négligence ou de la malfeasance de l'administrateur des réclamations, ni en ce qui concerne l'investissement, la distribution ou l'administration des fonds une fois qu'ils ont été remis à l'administrateur des réclamations;	DECLARES that that the Parties to the Settlement Agreement have no responsibility for the administration of the settlement and shall not have any liability or financial obligation whatsoever with respect to any acts, negligence or malfeasance of the Claims Administrator, nor in relation to the investment, distribution or administration of monies once they have been remitted to the Claims Administrator;
[24] DÉCLARE que les Membres du Groupe désirant s'objecter à l'approbation par le Tribunal de l'entente de règlement devront procéder de la manière prévue dans l'avis de règlement préalable à	DECLARES that Class Members who wish to object to Court approval of the Settlement Agreement must do so in the manner provided for in the pre-approval notice (Exhibit S-2), on or before June 20, 2021 ;

l'approbation (pièce S-2), au plus tard le 20 juin 2021 ;	
[25] DÉCLARE que les Membres du Groupe désirant s'exclure de l'action collective et de l'application de l'entente de règlement devront transmettre un avis écrit confirmant leur intention de s'exclure du Groupe de la manière prévue dans l'avis de règlement préalable à l'approbation (pièce S-2), au plus tard le 21 juin 2021 ;	DECLARES that Class Members who wish to opt-out from the class action and the Settlement Agreement thereof may do so by delivering a written notice confirming their intention to opt-out of this class action, in the manner provided for in the pre-approval notice (Exhibit S-2), on or before June 21, 2021 ;
[26] DÉCLARE que les Membres du Groupe qui n'auront pas requis leur exclusion du Groupe seront liés par tout jugement à être rendu quant à la présente action collective à être instituée conformément à la loi;	DECLARES that all Class Members that have not requested their exclusion be bound by any judgement to be rendered on the class action to be instituted in the manner provided for by the law;
[27] FIXE la présentation de la Demande pour approbation de l'entente de règlement et des honoraires des procureurs du groupe au 21 juin 2021 à 9h30 en salle 2.08 du Palais de Justice de Montréal ou via un lien TEAMS qui sera affiché d'ici là sur le site web des avocats du groupe, www.lpclex.com/fr/sony ;	SCHEDULES the presentation of the Application for Approval of the Settlement Agreement and of Class Counsel Fees on June 21, 2021, at 9:30 a.m., in room 2.08 of the Montréal courthouse or via a TEAMS link that will be posted before that date on the website of Class Counsel, www.lpclex.com/sony ;
[28] ORDONNE que la date et l'heure pour la tenue de l'audience d'approbation du règlement soient indiquées dans l'avis de pré-approbation (pièce S-2), bien qu'elles puissent être reportées par le Tribunal sans autre avis aux Membres du Groupe autre que l'avis qui sera affiché sur le site des avocats du groupe www.lpclex.com/fr/sony ;	ORDERS that the date and time of the settlement approval hearing shall be set forth in the pre-approval notice (Exhibit S-2), but may be subject to adjournment by the Court without further publication of notice to the Class Members, other than such notice which will be posted on Class Counsel's website www.lpclex.com/sony ;
[29] LE TOUT , sans frais.	THE WHOLE , without costs.

Martin F. Sheehan, J.S.C.

Mtre Joey Zukran

LPC Avocat Inc.
Attorney for the Representative Plaintiff

Me Kristian Brabander
Me Catherine Martin
MCCARTHY TÉTRAULT
Attorneys for Sony Interactive Entertainment LLC

SCHEDULE B

QUEBEC CLASS ACTION SETTLEMENT

NOTICE OF HEARING FOR SETTLEMENT APPROVAL AND OPT-OUT

SONY INTERACTIVE ENTERTAINMENT LLC (“SIE”) CLASS ACTION N° 500-06-001064-209

This notice is to all persons in Quebec, who, since May 4, 2017, paid transportation or shipping costs when returning their SIE electronic product to SIE for an in-warranty repair when the warranty for their SIE product did not stipulate that they must pay transportation or shipping costs

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR RIGHTS.

THIS CLASS ACTION HAS BEEN SETTLED, SUBJECT TO COURT APPROVAL.

AUTHORIZATION OF THE CLASS ACTION

On May 4, 2020, a class action was commenced in Quebec against Sony Interactive Entertainment LLC (“SIE”) alleging that SIE did not stipulate in its conventional warranty that the consumer must pay transport or shipping costs when returning SIE electronic products for in-warranty repairs. The Representative Plaintiff was asking the Court to determine whether SIE had violated s. 49 of the Quebec *Consumer Protection Act* and whether class members were entitled to claim the amounts they paid for shipping their SIE products to SIE under the conventional warranty.

On **May 4, 2021**, the Honourable Justice Martin F. Sheehan of the Superior Court of Québec authorized the bringing of this class action, for settlement purposes only, against the Defendant on behalf of the following class:

All persons in Quebec, who, since May 4, 2017, paid the costs of transportation or shipping for returns to Sony Interactive Entertainment LLC (“SIE”) under its conventional warranty, for all SIE electronic products, when the warranty for their SIE product did not stipulate that the consumer must pay transport or shipping costs.

(the “Class” or “Class Members”).

As a Class Member, you have the right to intervene in the present Class Action, in the manner provided for by law. No Class Member other than the representative plaintiff or an intervenor may be required to pay legal costs arising from the class action.

PROPOSED SETTLEMENT OF THE CLASS ACTION

The parties to this class action have reached a proposed settlement (the “**Settlement Agreement**”), subject to obtaining the approval of the Superior Court of Quebec. The Settlement Agreement provides that a maximum total amount of \$60,000 will be paid to Class Members, which excludes the payment of Administration Fees, and also excludes the payment of Class Counsel Fees and Disbursements (\$50,000 in fees and \$3,500 in disbursements, plus taxes).

The Settlement Agreement, if approved by the Court, requires SIE to compensate affected Class Members. It is not an admission of liability, wrongdoing or fault.

If approved, Class Members will receive a payment of \$32.18 in the form of a mailed cheque (which will expire six (6) months from the date of issuance). The amount of \$32.18 is based on the full amount of shipping costs claimed and incurred by the Plaintiff and which SIE has agreed to pay to all Class Members similarly situated, without admission of any kind.

SETTLEMENT APPROVAL HEARING

A hearing before the Superior Court of Québec will be held on **June 21, 2021 at 9:30 a.m.**, at the Montreal courthouse located at 1, Notre-Dame East Street, Montreal, Quebec, in room **[insert]**, or via a TEAMS link. This date may be subject to adjournment by the Court without further publication of notice to the Class Members, other than such notice which will be posted on Class Counsel’s website <https://www.lpclex.com/sony>.

If you wish to be included in the Class Action, you have nothing to do.

If you do not wish to participate in this class action:

If you wish to exclude yourself from the Class Action, you will not be entitled to participate further in the Class Action, or to share in the distribution of funds received as a result of the Settlement Agreement. To exclude yourself, you must send a notice no later than **June 21, 2021**, by email to Class Counsel at the following address: jzukran@lpclex.com. You must state that you wish to exclude yourself from the class action *Therrien v. Sony Interactive Entertainment LLC* (case number 500-06-001064-209).

If you wish to object to the terms of the proposed Settlement Agreement:

If you disagree with the Settlement Agreement, but you do not wish to opt out of the class action, you can object to the Settlement Agreement by delivering a written submission on or before **June 20, 2021**, filed with the Court or Class Counsel in accordance with the proposed Settlement Agreement and containing the following information:

- A heading referring to this proceeding (*Therrien v. Sony Interactive Entertainment LLC*, case no. 500-06-001064-209).
- Your name, current address, and telephone number and, if represented by counsel, the name of your counsel.
- A statement that you paid for transport or shipping costs to return an SIE electronic product for the performance of an in-warranty repair after May 4, 2017.
- A statement whether you intend to appear at the settlement approval hearing, either in person or through counsel.
- A statement of the objection and the grounds supporting the objection.
- Copies of any papers, briefs, or other documents upon which the objection is based.

- Your signature.

You must send your letter by registered mail, with a copy by email to Class Counsel, at the following address:

Clerk of the Superior Court of Québec
File: 500-06-001064-209
Montreal Courthouse
1, Notre-Dame East Street, Suite 1.120, Montréal (Québec), H2Y 1B6

Please note that the Court cannot change the terms of the Settlement Agreement. Any objections will be used by the Court to consider whether to approve the Settlement Agreement or not.

Class Members who do not oppose the proposed Settlement Agreement do not need to appear at any hearing or take any other action to indicate their desire to support the proposed Settlement Agreement.

If the Settlement Agreement is approved, another notice to Class Members will be sent advising you of this and explaining the distribution of the settlement funds.

For further information or details about the proposed Settlement Agreement, you may contact class counsel identified below. Your name and any information provided will be kept confidential. Please do not contact SIE, or the judges of the Superior Court.

Mtre Joey Zukran
LPC Avocat Inc.
276 rue Saint-Jacques, Suite 801
Montréal, Québec, H2Y 1N3
Email: jzukran@lpclex.com
Website : www.lpclex.com/sony

You may also contact the Claims Administrator at:

Velvet Payments Inc.
5900 Andover Ave. Suite 1
Montreal, Quebec, H4T 1H5
Tel : 1-888-770-6892
Email : <https://www.velvetpayments.com>

**THE PUBLICATION OF THIS NOTICE TO CLASS MEMBERS
HAS BEEN APPROVED AND ORDERED BY THE SUPERIOR COURT OF QUEBEC.**

ANNEXE B

RÈGLEMENT – ACTION COLLECTIVE – QUÉBEC

AVIS D'AUDITION SUR L'APPROBATION DU RÈGLEMENT ET AVIS D'EXCLUSION

SONY INTERACTIVE ENTERTAINMENT LLC (« SIE ») ACTION COLLECTIVE N° 500-06-001064-209

Le présent avis est destiné à toutes les personnes au Québec qui, depuis le 4 mai 2017, ont payé des frais de transport ou d'expédition lorsqu'elles ont retourné leurs produits électroniques SIE à SIE pour une réparation sous garantie, lorsque la garantie de leur produit SIE ne stipulait pas que le consommateur devait payer les frais de transport ou d'expédition

**VEUILLEZ LIRE ATTENTIVEMENT LE PRÉSENT AVIS. IL PEUT AVOIR UNE
INCIDENCE SUR VOS DROITS.**

**CETTE ACTION COLLECTIVE A FAIT L'OBJET D'UN RÈGLEMENT, SOUS
RÉSERVE DE L'APPROBATION DE LA COUR.**

AUTORISATION DE L'ACTION COLLECTIVE

Le 4 mai 2020, une action collective a été intentée au Québec contre Sony Interactive Entertainment LLC (« SIE ») alléguant que SIE ne stipulait pas dans sa garantie conventionnelle que le consommateur devait payer les frais de transport ou d'expédition lorsqu'il retourne des produits électroniques SIE pour des réparations sous garantie. Le représentant du demandeur demandait à la Cour de déterminer si SIE avait violé l'art. 49 de la *Loi sur la protection du consommateur* du Québec et si les membres du groupe avaient le droit de réclamer les sommes qu'ils ont versées pour l'expédition de leurs produits SIE à SIE sous la garantie conventionnelle.

Le **4 mai 2021**, l'honorable juge Martin F. Sheehan de la Cour supérieure du Québec a autorisé l'introduction de cette action collective, à des fins de règlement uniquement, contre la défenderesse pour le compte du groupe suivant :

Toutes les personnes au Québec qui, depuis le 4 mai 2017, ont payé les frais de transport ou d'expédition pour des retours à Sony Interactive Entertainment LLC (« SIE ») dans le cadre de sa garantie conventionnelle, pour tous les produits électroniques SIE, lorsque la garantie de leur produit SIE ne stipulait pas que le consommateur devait payer les frais de transport ou d'expédition.

(le « groupe » ou les « membres du groupe »).

En tant que membre du groupe, vous avez le droit d'intervenir dans la présente action collective, de la manière prévue par la loi. Aucun membre du groupe autre que le représentant ou un intervenant ne peut être tenu de payer les frais de justice découlant de l'action collective.

PROJET DE RÈGLEMENT DE L'ACTION COLLECTIVE

Les parties à la présente action collective ont conclu un projet de règlement (l'« **entente de règlement** »), sous réserve de l'approbation de la Cour supérieure du Québec. L'entente de règlement prévoit le versement d'un montant total maximal de 60 000 \$ aux membres du groupe, lequel montant exclut le paiement des frais d'administration et exclut également le paiement des honoraires, débours et frais des avocats du groupe (50 000 \$ en honoraires et 3 500 \$ en débours et frais, taxes en sus).

L'entente de règlement, si elle est approuvée par la Cour, exige que SIE indemnise les membres du groupe visés. Il ne s'agit pas d'une admission de responsabilité, d'un acte répréhensible ou d'une faute.

Si l'entente est approuvée, les membres du groupe recevront un paiement de 32,18 \$ sous la forme d'un chèque par la poste (qui expirera six (6) mois après la date d'émission). Le montant de 32,18 \$ est fondé sur le montant total des frais d'expédition réclamés et engagés par le demandeur et que SIE a convenu de payer à tous les membres du groupe qui se trouvent dans une situation similaire, sans aucune admission de quelque nature.

AUDITION SUR L'APPROBATION DU RÈGLEMENT

Une audition devant la Cour supérieure du Québec aura lieu le **21 juin 2021 à 9 h 30**, au palais de justice de Montréal situé au 1, rue Notre-Dame Est, Montréal (Québec), dans la salle [insérer], ou par l'intermédiaire d'un lien TEAMS. La Cour peut cependant reporter cette date sans autre avis de publication aux membres du groupe, autre que celui qui sera publié sur le site Web des avocats du groupe à l'adresse <https://www.lpclex.com/sony>.

Si vous souhaitez être inclus dans l'action collective, vous n'avez rien à faire.

Si vous souhaitez être exclus de la présente action collective :

Si vous ne souhaitez pas faire partie de l'action collective, vous n'aurez pas le droit de participer davantage à l'action collective ni de participer à la distribution des fonds reçus à la suite de l'entente de règlement. Pour vous exclure, vous devez envoyer un avis en ce sens au plus tard le **21 juin 2021**, par courriel à l'adresse suivante: jzukran@lpclex.com. Vous devez indiquer que vous souhaitez vous exclure de l'action collective *Therrien c. Sony Interactive Entertainment LLC* (n° de dossier 500-06-001064-209).

Si vous souhaitez contester les modalités du projet d'entente de règlement :

Si vous n'êtes pas d'accord avec l'entente de règlement, mais ne souhaitez pas vous exclure de la présente action collective, vous pouvez contester l'entente de règlement en déposant un avis écrit au plus tard le **20 juin 2021** auprès de la Cour ou en le transmettant aux avocats du groupe conformément au projet d'entente de règlement. L'avis écrit devra comprendre les éléments suivants :

- L'intitulée de la présente instance (*Therrien c. Sony Interactive Entertainment LLC*, n° de dossier 500-06-001064-209).
- Votre nom, adresse actuelle et numéro de téléphone et, si vous êtes représenté par un avocat, le nom de votre avocat.

- Une déclaration selon laquelle vous avez payé les frais de transport ou d'expédition pour retourner un produit électronique SIE pour une réparation sous garantie après le 4 mai 2017.
- Une déclaration selon laquelle vous avez l'intention de comparaître à l'audition sur l'approbation du règlement, soit en personne, soit par l'intermédiaire d'un avocat.
- Une déclaration selon laquelle vous contestez le règlement et les motifs de votre contestation.
- Les copies des écrits, mémoires ou autres documents sur lesquels vous fondez votre contestation.
- Votre signature.

Vous devez envoyer votre lettre par courrier recommandé, avec copie par courriel aux avocats du groupe, à l'adresse suivante :

Grefe de la Cour supérieure du Québec
Dossier : 500-06-001064-209
Palais de justice de Montréal
1, rue Notre-Dame Est, bureau 1.120, Montréal (Québec) H2Y 1B6

Veillez noter que la Cour ne peut modifier les modalités de l'entente de règlement. La Cour se servira de toute contestation pour déterminer s'il y a lieu d'approuver ou non l'entente de règlement.

Les membres du groupe qui ne contestent pas le projet d'entente de règlement n'ont pas à comparaître à quelque audition ni à prendre quelque autre mesure pour manifester leur volonté d'appuyer le projet d'entente de règlement.

Si l'entente de règlement est approuvée, un autre avis aux membres du groupe sera envoyé pour vous en informer et vous expliquer la manière dont les fonds de règlement seront distribués.

Pour obtenir de plus amples renseignements ou des précisions au sujet du projet d'entente de règlement, vous pouvez communiquer avec les avocats du groupe indiqués ci-dessous. Votre nom et les renseignements fournis demeureront confidentiels. Veillez ne pas communiquer avec SIE ni avec les juges de la Cour supérieure.

Me Joey Zukran

LPC Avocat Inc.

276, rue Saint-Jacques, bureau 801

Montréal (Québec) H2Y 1N3

Courriel : jzukran@lpclex.com

Site Web : www.lpclex.com/sony

Vous pouvez également communiquer avec l'administrateur des réclamations à l'adresse suivante :

Velvet Payments Inc.

5900 Andover ave. Suite 1

Montréal, Québec, H4T 1H5

Tél : 1-888-770-6892

Courriel : <https://www.velvetpayments.com>

**LA PUBLICATION DU PRÉSENT AVIS AUX MEMBRES DU GROUPE
A ÉTÉ APPROUVÉE ET ORDONNÉE PAR LA COUR SUPÉRIEURE DU QUÉBEC.**

SCHEDULE C

NOTICE PLAN – PART 1

A. NOTICE OF HEARING FOR SETTLEMENT APPROVAL AND OPT-OUT (“NOTICE OF HEARING AND OPT-OUT”)

(1) For the purposes of this Notice Plan, the definitions found in the Settlement Agreement apply.

(2) Reference is made in this Notice Plan to the *Notice of Hearing for Settlement Approval and Opt-Out* in English and in French (the “**Notice of Hearing and Opt-Out**”, **Schedule B** to the Settlement Agreement).

(3) The Notice of Hearing and Opt-Out shall be disseminated as follows:

(a) The Defendant will provide the Claims Administrator with a list of Class Member mailing addresses.

(b) The Claims Administrator will send the Notice of Hearing and Opt-Out (**Schedule B**) to Class Members by mailed letter, using the mailing addresses for Class Members provided by the Defendant, except where Class Counsel has provided the Claims Administrator with updated mailing addresses, in which case the Claims Administrator shall use the updated mailing address. The Notice of Hearing and Opt-Out sent to Class Members will contain a phone number to the Claims Administrator’s call centre for this class action.

(4) Once the settlement is made public by the filing of material before the Court in connection therewith, Class Counsel will have the option, at their expense, to post the

Notice of Hearing and Opt-Out (**Schedule B**), the Settlement Agreement with its schedules and any relevant proceedings and judgments on their firm website.

(5) The Claims Administrator may also provide a copy of the Notice of Hearing and Opt-Out (**Schedule B**) by mail to any person who has contacted Class Counsel or the Claims Administrator and requested a copy of said notice in respect of this class action.

(6) Within 5 days of the First Order, the Claims Administrator will set up a call centre whereby potential Class Members can contact the Claims Administrator with questions about the proposed settlement (and regarding the eventual distribution of Class Members' entitlements if the settlement is approved by the Court).

SCHEDULE D
DISTRIBUTION PROTOCOL
PART I – DEFINITIONS

1. For the purposes of this Distribution Protocol, the definitions found in the Settlement Agreement apply.

PART II – GENERAL PRINCIPLES OF DISTRIBUTION

2. This Distribution Protocol is intended to govern the distribution of the Settlement Fund pursuant to (and as defined in) the Settlement Agreement.

3. All amounts expressed in this Distribution Protocol are in Canadian Dollars (CAD).

PART III – ADMINISTRATION AND NOTIFICATION COSTS AND ORDER OF DISTRIBUTION

4. The intention of the Parties is that the Settlement Fund of \$60,000.00 shall be paid directly to the Class Members in the form of Consumer Payments.

5. The Administration Fees will be paid by the Defendant, but separately from and in addition to the Settlement Fund.

6. The Claims Administrator will issue quarterly invoices to the Defendant (copies of which to be sent to Class Counsel) for payment of the Administration Fees beginning after the appointment of the Claims Administrator by the Court.

7. The Settlement Fund will be used to pay the Consumer Payments to Class Members, as provided for below.

PART IV – CLAIMS ADMINISTRATOR CALL CENTRE

8. Within five (5) days of the First Order, the Claims Administrator will set up a call centre whereby potential Class Members can contact the Claims Administrator with

questions about the proposed settlement (and regarding the eventual distribution of Class Members' entitlements if the settlement is approved by the Court).

9. This call centre will notably allow Class Members to provide and update their personal information with the Claims Administrator.

PART V – INFORMATION ABOUT CLASS MEMBERS

10. Within three (3) business days following the First Order, the Defendant will provide a list of Returns to the Claims Administrator. This list will also include, for each Class Member (if known):

- (a) The full name of the individual associated with each Return according to the Defendant's records;
- (b) Any mailing addresses for such individuals;
- (c) Any phone numbers for such individuals.

11. The Claims Administrator will cross-reference the above list with the Class Member information that Class Counsel will provide directly to the Claims Administrator, including the information of potential Class Members who "signed up" on Class Counsel's website dedicated to this Class Action. The Claims Administrator will update the information found in this list accordingly and on an ongoing basis as required.

PART VI – DISTRIBUTION OF THE CONSUMER PAYMENTS TO CLASS MEMBERS

12. The following describes the distribution of the Consumer Payments to Class Members.

13. Within thirty (30) days of the Effective Date, the Defendant will issue a cheque of \$60,000 to the Claims Administrator corresponding to the Settlement Fund.

14. Within thirty (30) days of receipt from the Defendant of the cheque corresponding to the Settlement Fund, the Claims Administrator will issue a cheque by mail corresponding to the Consumer Payment to each Class Member. Subject to Court

approval, the Claims Administrator will send this Consumer Payment to each Class Member together with the Notice of Court Order.

15. In order to issue the above Consumer Payments to the Class Members, the Claims Administrator will use the identifying information and mailing address provided by the Defendant, and updated by Class Counsel if applicable.

16. The Settlement Fund is intended to provide for Consumer Payments in the full amount to all Class Members according to the Defendant's records.

17. A single Class Member may be entitled to receive multiple Consumer Payments if they are associated to multiple Returns on the list of Returns provided by the Defendant.

PART VII– REMAINING FUNDS

18. Any cheques issued to Class Member under the Settlement will remain valid for six (6) months from their issuance. This will be mentioned in the Notice of Hearing and the Notice of Court Order. The difference between the Settlement Fund and the total amount of redeemed cheques issue to Class Members will be subject to the Fonds d'aide levy and the remaining balance will be paid to a charity to be agreed upon by the Parties and approved by the Court.

PART VIII – RESOLUTION OF DISPUTES

19. Determinations by the Claims Administrator regarding the issuance of a Consumer Payment to any individual who does not appear on the list of Returns provided by the Defendant are final and non-appealable. Prior to making a determination, the Claims Administrator may consult with Class Counsel and Defence Counsel to resolve any questions or uncertainties relating to such determinations.

PART IX – CONFIDENTIALITY

20. All information received from the Defendant or the Class Members is collected, used, and retained by the Claims Administrator and/or Class Counsel pursuant to, *inter*

alia, the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5 for the purposes of administering this Class Action.

21. All such information is also to be treated confidentially in accordance with any Confidentiality Order rendered by the Court.