

APPENDIX A

NOTICE OF AUTHORIZATION AND HEARING FOR THE APPROVAL OF A SETTLEMENT AGREEMENT IN TWO CLASS ACTIONS AGAINST VIDEOTRON

(*Guylaine Roy v. Videotron Ltd.*, No. 500-06-001157-219)
(*Lovens Louima v. Videotron Ltd.*, No. 500-06-001156-211)

Please read this notice carefully as it may affect your rights

1. OBJECT

On August 9, 2023, the Superior Court of Quebec authorized two class actions against Videotron relating to the sale of SIM cards and granted representative status to (i) Ms. Guylaine Roy in file No. 500-06-001157-219 (the "**Roy Class Action**") and (ii) Mr. Lovens Louima in File No. 500-06-001156-211 (the "**Louima Class Action**") (collectively, the "**Class Actions**"):

| Roy Class Action (S.C. #500-06-001157-219) | Louima Class Action (S.C. #500-06-001156-211) |
|--|---|
| Allegations: The plaintiff, Guylaine Roy, primarily alleges that Videotron charges and collects fees from its customers for the purchase of a SIM card, while such fees are not properly disclosed. This practice, according to her, contravenes sections 12, 224(c), and 228 of the <i>Consumer Protection Act</i> . | Allegations: The plaintiff, Lovens Louima, alleges that Videotron engages in a practice of sending a SIM card by mail to customers who renew their mobile devices remotely, and charging them a fee for the SIM card, even though those customers did not request the purchase of such a card. This practice, according to him, contravenes sections 228 and 230 a) of the <i>Consumer Protection Act</i> . |
| Group: "All consumers within the meaning of the CPA domiciled or having been domiciled in Quebec who have been charged SIM card fees by the defendant without these fees having been mentioned in their mobile phone contract since February 6, 2018 " (the " Roy Group ") | Group: "All consumers within the meaning of the CPA, who have been charged fees by the defendant for the purchase of a SIM card, which they did not request, and received by mail delivery of a mobile device at the time of a Device Renewal since February 6, 2018" (the " Louima Group ") |
| The Roy Group and the Louima Group are collectively referred to herein as the " Groups ". The Class Actions seek financial compensation for Class Members (the " Members "). | |
| Class Counsel: The Members are represented by Lambert Avocats (the " Class Counsel "), whose email address is as follows: litige@lambertavocats.ca . The latter makes available to Members a website which can be consulted at the following address: https://lambertavocats.ca/en/class-action-videotron/ . | |

Videotron disputes the allegations made in these Class Actions and denies any liability.

The representatives of the Class Actions and Videotron have opted to settle these matters out of court and have recently entered into a settlement agreement (the "**Agreement**") to put an end to these two cases. The key terms and conditions of the Agreement are described below in **Section 2**. The Agreement is conditional on the approval of the Tribunal. If you are a Member and wish to do so, (i) you may opt out of the Class Actions by following the procedure set forth below in **Section 3.B** or (ii) object to the proposed Settlement by following the procedure set forth below in **Section 3.D**.

A hearing has been scheduled on **May 4, 2026**, to approve the Agreement. This hearing will be held at the Montreal Courthouse at 1 Notre-Dame Street East, Montreal, Province of Quebec, H2Y 1B6. You can attend this hearing in person in the room that will be indicated on Class Counsel's website or virtually by using the Teams link that will also be provided on Class Counsel's website.

2. THE TERMS OF THE AGREEMENT

The Agreement will apply to Members who have not opted out from the Class Actions.

If the Agreement is approved by the Tribunal, Videotron agrees to pay the Members compensation in the amount of \$1,125,000 (the "**Compensation Fund**").

- Each Member's individual compensation represents a minimum of 19.15% of the value of each eligible SIM card. This percentage is based on the total amount of Members before any exclusion from the Class Actions and is based on the assumption that: (i) all Members who are no longer customers of Videotron (the "**Inactive Members**") have provided a valid email address and (ii) will receive the individual compensation paid to them by *Interac* transfer sent by email. In this scenario, each Member's individual compensation is a minimum of \$1.92 per eligible SIM card valued at \$10; and/or \$0.96 per eligible SIM card valued at \$5.
- Inactive Members who have not opted out of the Class Actions must go to the website of Concilia Services Inc. (the "**Administrator**") at the following address www.classactionssim.com to complete a questionnaire to identify themselves and provide their email address. If you do not provide an email address, the compensation for inactive Members who have not opted out of the Class Actions will be sent to the last email addresses held by Videotron, if applicable. In the event that the Inactive Members who have not opted out of the Class Actions have not provided any email address to the Administrator or that Videotron does not have any email address on file for them, these Members will not be eligible to receive compensation.

Compensation will be paid to Members who have not opted out of the Class Actions as follows:

- The compensation, calculated on a *pro rata* basis, will first be paid to the Inactive Members by *Interac* transfer sent by email to the email address they provided to the Administrator or, failing that, to their last email address on file with Videotron, if applicable. Inactive Members will have 30 days to collect their compensation.
- Second, (i) *Interac* payments that have not been collected by Inactive Members after a 30-day payment period and (ii) compensations that were dedicated to Inactive Members who did not provide an email address will be added to the compensations dedicated to Members who are still Videotron customers (the "**Active Members**"). These sums will be paid to Active Members on a *pro rata* basis and by way of credits on their next invoice.

In addition to the payment of the Compensation Fund to the Members, Videotron agrees to pay the Agreement Administration Fees and Class Counsel's Fees, the latter to be approved by the Tribunal at the hearing on **May 4, 2026**.

In consideration of the payment of the Compensation Fund to the Members, and the payment of the Administration Fees and Class Counsel's Fees by Videotron, each Member who has not opted out of the Class Actions completely and definitively waives against Videotron any cause of action arising from the facts alleged in the Class Actions.

3. YOUR CLASS ACTIONS AND SETTLEMENT OPTIONS

A) Participating in the Agreement:

If you wish to participate in the Class Actions and benefit from the Agreement, you do not need to do anything at this time. If you do not opt out of the Class Actions by following the procedure below, you will automatically become part of the Class covered by the Agreement if it is approved. However, this membership in the Class means that you will not be able to sue Videotron over the facts alleged in the Class Actions.

However, **Inactive Members (those who are no longer Videotron customers) are invited to provide their email address to the Administrator via the following website www.classactionssim.com to receive payment of the compensation pursuant to the Agreement.** Inactive Members who do not provide an email address and for whom Videotron does not have a valid email address on file will not be eligible to receive compensation under the Agreement.

You will not have to pay any fees or appear at the Tribunal as a Class Action Member to receive compensation.

B) Opting out of the Class Actions:

If you do not wish to participate in the proposed Agreement, and wish to retain your right to sue Videotron individually in connection with the facts alleged in the Class Actions, you must exclude yourself from the Class Actions. To opt out, you must complete and sign an opt-out notice (see the template appended to this notice), and send it **by email** to Class Counsel (litige@lambertavocats.ca), and **by mail** to the Clerk of the Superior Court of Quebec at the following address:

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

Your opt-out notice must be received by the Clerk of the Superior Court of Quebec **no later than March 12, 2026**.

C) Intervene in the Class Actions:

If you wish to intervene in the Class Actions, you must apply to the Tribunal, which will authorize your intervention if it is deemed useful. Please note that no Class Member other than the Plaintiffs or an intervener can be held liable for legal costs arising from the Class Actions.

D) Opposing the Agreement:

If you do not opt out of the Class Actions and you disagree with the terms of the Agreement, you may ask the Tribunal to refuse approval of the Agreement by filing an objection. To object or comment, you must file written submissions with Class Counsel **on or before March 12, 2026**. You may also appear at the approval hearing on **May 4, 2026**, either in person or through your own lawyer. Please note that legal representation is not required and you are responsible for paying your own lawyer's fees and disbursements if you appear through your own lawyer.

Your written objection must include:

- The Class Actions' file numbers (#500-06-001157-219 and #500-06-001156-211);
- Your last name, first name, street address, email address, and telephone number;
- The reasons for your comment or objection;
- Your lawyer's full name (if applicable), as well as their current address, telephone number and email address;
- A statement as to whether you intend to attend the approval hearing;
- A copy of the documents in support of your comment or objection, if applicable; and
- Your dated signature.

Your objection must be sent **by email** to Class Counsel (litige@lambertavocats.ca) **no later than March 12, 2026**.

Please also note that you cannot ask the Tribunal to change the terms of the Agreement and that the Tribunal can only approve or reject the Agreement. If the Court refuses approval, no payment will be made and the Class Actions will continue.

FOR MORE INFORMATION

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

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

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