

CANADA
PROVINCE OF QUÉBEC
District of Montréal

S U P E R I O R C O U R T

Class Action

No.: 500-06-000895-173

EMANUEL FARIAS

Plaintiff

vs.

**FEDERAL EXPRESS CANADA
CORPORATION, dba FEDEX EXPRESS**

Defendant

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and among the Representative Plaintiff, Emanuel Farias, on behalf of himself and the Settlement Class Members, and Defendant Federal Express Canada Corporation, dba FedEx Express (“FedEx” or the “Defendant”), and resolves the Action. Subject to Court approval as required by the *Code of Civil procedure*, and as provided herein, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in this Settlement Agreement and upon the issuance by the Court of a Final Judgment Approving Settlement and the occurrence of the Effective Date, the Action shall be settled and terminated upon the terms and conditions contained herein.

RECITALS

A. **WHEREAS** on December 20, 2018, the Superior Court authorized the class action and designated Mr. Farias as the Representative Plaintiff of the following class:

All natural persons, legal persons established for a private interest, partnership and associations or other groups not endowed with judicial personality residing in Quebec who, from September 21, 2017, until December 20, 2018, were charged and paid customs duties and/or processing fees collected by Federal Express Canada Corporation in respect of the import of any goods originating from a European Union country or a beneficiary of the Canada-European Union Comprehensive Economic and Trade Agreement (CETA). (the “**Settlement Class**”).

- B. **WHEREAS** on November 11, 2019, the Court of Appeal of Quebec confirmed the authorization judgment;
- C. **WHEREAS** on February 7, 2020, the Plaintiff filed his Originating Application in the Court record herein;
- D. **WHEREAS** on May 14, 2021, the Defendant filed its Defence in the Court record herein, contesting the conclusions sought by Plaintiff;
- E. **WHEREAS** the value of the casual shipments wrongly assessed and collected in violation of CETA amounts to \$23,946.76, while the said value of the commercial shipments (which are not covered by the *Consumer Protection Act*) wrongly assessed and collected in violation of CETA amounts to \$161,772.29;
- F. **WHEREAS** FedEx confirms that no fees were charged by FedEx solely for the collection of duties from the Settlement Class in violation of CETA;
- G. **WHEREAS** FedEx has either fully and directly refunded all eligible Settlement Class Members for the above casual shipments, or done so indirectly by completing all steps necessary as a broker to allow the CBSA to fully refund, all eligible Settlement Class Members for the above commercial shipments, based on the CBSA’s own internal rules and policies;
- H. **WHEREAS** the Parties have reached the resolution set forth in this Settlement Agreement, providing for, *inter alia*, the settlement of the Action between and

among the Representative Plaintiff, on behalf of himself and the Settlement Class Members, and FedEx, on the terms and subject to the conditions set forth below;

- I. **WHEREAS** the Parties have determined that the Settlement of the Action on the terms reflected in this Settlement Agreement is fair, reasonable, and in the best interests of the Parties and the Settlement Class;
- J. **WHEREAS** the Parties agree that the Released Claims herein shall not extend to, and hence this Settlement Agreement shall not impact, any other claim for fees which are unrelated to the wrongful assessment and collection by FedEx of amounts in violation of CETA, including those fees which are the subject of the *Robson v. Federal Express Canada Corp. et al* class action proceedings before the Ontario Superior Court of Justice, Court file no.: CV-22-00674833-00CP;
- K. **WHEREAS** FedEx denies the allegations made by the Representative Plaintiff in this Action, which are not conceded nor admitted, shall not be deemed to have conceded or admitted, and expressly denies any liability, including any liability for monetary compensation or compensation of any kind to the Settlement Class;
- L. **WHEREAS** the Parties, to avoid a judgment being rendered on the merits of the Action and to avoid any uncertainty as to the judgment that could be rendered, have concluded that it is desirable that the claims in the Action be settled, without admission, on the terms reflected in this Settlement Agreement;
- M. **WHEREAS** the Parties agree that the most effective method to notify the Settlement Class Members is via newspaper publication in the *Journal de Montréal*, the *Journal de Québec* and *The Gazette*;

NOW THEREFORE, this Agreement is entered into and among the Parties, by and through their respective counsel and representatives, and in consideration of the mutual promises, covenants and agreements contained herein and for the value received, the Parties agree that upon approval by the Court of the settlement herein pursuant to Article 590 of the *Code of Civil Procedure* ("CCP") and upon the Effective Date, the Action and all Released Claims shall be settled and terminated as between the Representative

Plaintiff and the Settlement Class Members on the one hand, and FedEx on the other hand, as detailed herein.

The Preamble forms an integral part of the present Settlement Agreement.

1. DEFINITIONS

1.1 As used in this Settlement Agreement and the attached Schedules, the following terms shall have the meanings set forth below unless this Settlement Agreement specifically provides otherwise:

- (i) **Action** means the class action of *Emanuel Farias v. Federal Express Canada Corporation dba FedEx Express* (SC: 500-06-000895-173).
- (ii) **Agreement** means this Settlement Agreement, including all schedules attached hereto.
- (iii) **Award Amount** means \$150,000.00, being the amount of FedEx's monetary obligations under this Agreement and inclusive of capital, interests, additional indemnity, taxes, legal fees, disbursements and costs of all kinds, save for fees and costs associated with the administration or implementation of the present Settlement Agreement, including the costs to publish the requisite Class Notices as set out in Section 2 herein. **Class Counsel** means Kugler Kandestin LLP.
- (iv) **Class Notice** or **Notice** means the forms of notice to be given to Settlement Class Members informing them that the Action has been authorized and the object of this Settlement. Copies of the proposed Class Notices are attached respectively as **Schedules A** (English) and **B** (French) and will be submitted to the Court for approval.
- (v) **Class Period** means from September 21, 2017, until December 20, 2018.

- (vi) **“Court”** means the Superior Court of Quebec, district of Montreal, in which the Action was filed and where the Parties will seek approval of the Settlement Agreement.
- (vii) **“Defendant”** means Federal Express Canada Corporation dba FedEx Express.
- (viii) **“Effective Date”** means:
 - (a) If no appeal is taken from the Final Judgment Approving Settlement, thirty-one (31) Days after the issuance of the notice of judgment for the Final Judgment Approving Settlement; or
 - (b) If an appeal is taken from the final Judgment Approving Settlement, the date on which all appellate rights have expired, been exhausted, or been finally disposed of in a manner that affirms the Final Judgment Approving Settlement.
- (ix) **“Final Approval Hearing”** means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement Agreement.
- (x) **“Final Judgment Approving Settlement”** means the Final Judgment Approving Settlement to be rendered by the Court:
 - (a) Approving the Settlement Agreement as fair, adequate, and reasonable;
 - (b) Discharging the Released Party of and from all further liability for the Released Claims;
 - (c) Permanently barring and enjoining the Releasing Parties from instituting, filling, commencing, prosecuting, maintaining, continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on their behalf, or in any other

capacity of any kind whatsoever, any action in any Court, before any regulatory authority or in any other tribunal, forum or proceeding of any kind against the Released Party that asserts any Released Claims; and

- (d) Issuing such other findings and determinations as the Court deems necessary and appropriate to implement the Settlement Agreement.
- (xi) **“Defendant’s Counsel”** means Borden Ladner Gervais LLP.
- (xii) **“Notice Date”** means the date by which the Class Notice must be sent to Settlement Class Members.
- (xiii) **“Objection Date”** means the date by which the Settlement Class Members must file with the Court any objections to the Settlement Agreement.
- (xiv) **“Parties”** means the Representative Plaintiff Emanuel Farias and Defendant Federal Express Canada Corporation dba FedEx Express.
- (xv) **“Representative Plaintiff”** means Emanuel Farias.
- (xvi) **“Settlement”** means the settlement terms set forth in this Settlement Agreement.
- (xvii) **“Settlement Class”** and **“Settlement Class Member(s)”** each means all natural persons, legal persons established for a private interest, partnership and associations or other groups not endowed with judicial personality residing in Quebec who, from September 21, 2017, until December 20, 2018, were charged and paid customs duties and/or processing fees collected by Federal Express Canada Corporation in respect of the import of any goods originating from a European Union country or a beneficiary of the Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

- 1.2 Other capitalized terms in this Settlement Agreement but not specifically defined in Section 1.1 shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

2. NOTICE TO THE SETTLEMENT CLASS

- 2.1 Subject to the Court's approval, only one notice will be published, in the format provided in Schedules A and B, which detail, *inter alia*, the settlement to be submitted to the Court for approval on the date and at the place indicated, and how class members can object to the settlement.
- 2.2 No later than the Notice Date, FedEx will be responsible for the publication of the short form of the Class Notice (Schedules A and B), in each of the Journal de Montréal, the Journal de Québec and The Gazette.
- 2.3 The long form of the Class Notice (Schedules A and B) shall also be posted on Class Counsel's website at <https://kklex.com> and the Quebec Class Action Registry. If the Settlement Class Members have any questions, they shall contact Class Counsel whose contact information is contained in the Notice.

3. SETTLEMENT RELIEF

- 3.1 Given that FedEx has already fully reimbursed, as set out above, directly or indirectly, the Settlement Class for the duties and fees wrongly assessed and collected by FedEx in violation of CETA, the Award Amount of \$150,000.00 represents, save for the amount set forth in section 3.2 below, all of FedEx's monetary obligations under this Agreement, this amount being inclusive of capital, interests, additional indemnity, taxes, legal fees, disbursements and costs of all kinds.
- 3.2 FedEx also agrees to pay for all its extrajudicial and judicial fees and expenses, including all its expert costs and all disbursements incurred in connection with the Action as well as all costs associated with the administration or implementation of

the present Settlement Agreement including costs for the publication of Class Notice set out in Section 2 herein.

- 3.3 The Parties agree that the remaining balance of the Award Amount, after the payment of Class Counsel fees as provided under subsection 5.1, and any amounts that may be owed, if any, to the *Fonds d'aide aux actions collectives* as provided under subsection 7.1, taxes included, be remitted by FedEx to the Make-A-Wish Foundation of Canada / Fondation Rêves d'enfants Canada.

4. OBJECTIONS, REQUESTS FOR EXCLUSION

(a) Objections

- 4.1 Unless otherwise authorized by the Court, any Settlement Class Member who intends to object to the fairness of the Agreement must do so in writing no later than the Objection Date. The written objection must be filed with the Court and sent to Class Counsel and/or Defendant's Counsel no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action; (b) the objector's name, address, email address, telephone number and, if represented by counsel, the name of his/her counsel; (c) a statement that the objector was charged and paid customs duties and/or processing fees collected by Federal Express Canada Corporation in respect of the import of goods originating from a European Union country or a beneficiary of the Canada-European Union Comprehensive Economic and Trade Agreement (CETA) between September 21, 2017, and December 20, 2018 ; (d) whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (e) the grounds supporting the objection; (f) copies of any documents upon which the objection is based; and (g) the objector's signature.
- 4.2 Any Settlement Class Member who files and sends a written objection, as described in the preceding section, may appear at the Final Approval Hearing, either in person or through counsel hired at their expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Agreement.

4.3 Unless otherwise authorized by the Court, any Settlement Class Member who fails to comply with the above provisions shall waive and forfeit any and all rights he or she may have to appear separately and/or to object and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments.

5. CLASS COUNSEL FEES

- 5.1 FedEx shall pay Class Counsel's fees, to be deducted and paid from the Award Amount, in the agreed upon amount of \$100,715.72, inclusive of GST and QST, for its extrajudicial fees, or any lesser amount approved by the Court, and, subject to section 3.2 herein, shall not pay any other amount for any disbursements, other expenses and judicial costs, including taxes and any amounts, if any, that may be due by Class Counsel to the *Fonds d'aide aux actions collectives*. By no later than the Effective Date, FedEx will pay to Class Counsel the amount of Class Counsel's fees, if, and as approved by the Court in the Final Judgment Approving Settlement.
- 5.2 This Agreement is in no way conditional upon the approval of Class Counsel's fees. Any order or proceeding relating to Class Counsel's fees, or any appeal from any order relating thereto or reversal or amendment thereof, shall not operate to terminate or cancel the Agreement. Therefore, should the Court refuse to approve the Class Counsel's fees, such refusal shall not operate to terminate or cancel the Agreement.
- 5.3 Class Counsel shall be responsible for filing and presenting an application before the Court, in advance of the Final Approval Hearing, seeking approval of the Settlement Agreement, to which FedEx consents, as well as approval of the payment of its fees (the "**Approval Application**"). FedEx shall take no position with the part of Class Counsel's Approval Application as regards Class Counsel's fees, other than that it has agreed to pay said fees.
- 5.4 In consideration for the payment of the above-mentioned legal fees, and assumption of costs as set out in section 3.2, Class Counsel will not claim any

other amounts from FedEx or from the Settlement Class Members relating to the Action or the Released Claims.

6. RELEASES

- 6.1 Upon FedEx's payment of the Award Amount and costs set out in section 3.2 herein, the Final Approval Judgment shall declare that the Plaintiff, on behalf of the Settlement Class, has granted a full, binding and complete release to the Released Party as regards the Released Claims.

As such, the Settlement Agreement shall be the sole and exclusive remedy for any and all Released Claims of all Releasing Parties against the Released Party. Upon the Effective Date, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim against the Released Party in any court or any forum.

- 6.2 The following terms have the meanings set forth herein:

- (i) **“Released Claims”** means any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature that could reasonably have been, or in the future might reasonably be asserted by the Representative Plaintiff or Settlement Class Members or the Releasing Parties either in the Action or in any action or proceeding in this Court or in any other court or forum, against the Released Party, including damages, costs, expenses, penalties, and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity arising out of or relating to legal claims made by the Representative Plaintiff or Settlement Class Members or the Releasing Parties arising out of or relating to the allegations in the Action related to customs duties and any fees which may have been collected by FedEx during the Class Period solely in respect of the import of any goods originating from a European Union country or a beneficiary of the Canada-European Union Comprehensive Economic and Trade Agreement (CETA). For greater clarity, the Released Claims shall, however,

not extend to any claim for any other fees collected by FedEx, including those fees which are the subject of the *Robson v. Federal Express Canada Corp. et al* class action proceedings before the Ontario Superior Court of Justice, Court file no.: CV-22-00674833-00CP. As such, the Settlement Agreement shall not impact those other proceedings in any way.

- (ii) **“Released Party”** means the Defendant, including all of its predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of its past, present and future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, insurers, representatives, licensees, licensors, subrogees and assigns.
 - (iii) **“Releasing Parties”** means the Representative Plaintiff and each and every Settlement Class Member, including each of their respective spouses, executors, representatives, heirs, successors, bankruptcy trustees, guardians, agents, and assigns, and all those who claim through them or who assert claims for relief on their behalf.
- 6.3 On the Effective Date, each Releasing Party shall be deemed to have released and forever discharged the Released Party of and from any and all liability for any and all Released Claims.

- 6.4 The Parties agree that the Superior Court shall retain exclusive and continuing jurisdiction to interpret, apply and enforce the terms, conditions, and obligations under the Settlement Agreement, including managing any ancillary matters that may arise from this Settlement Agreement.

7. FONDS D'AIDE AUX ACTIONS COLLECTIVES (CLASS ACTION FUND IN QUEBEC)

- 7.1 This Settlement is subject to the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives* (R.S.Q., c. F-3.2.0.1.1, r. 2), the *Act Respecting the Fonds d'aide aux actions collectives* (R.S.Q., F-3.2.0.1.1) and the

CCP. Any amounts that may be owed to the *Fonds d'aide aux actions collectives* would be, if applicable, deducted from the Award Amount as provided under subsection 3.3.

8. FINAL JUDGMENT APPROVING SETTLEMENT

- 8.1 This Agreement is subject to, and conditional upon, the issuance by the Court of the Final Judgment Approving Settlement that grants final approval of the Agreement, and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 FedEx represents and warrants: (1) that the representations it makes herein are true, accurate and complete; (2) it has the requisite corporate power and authority to execute, deliver and perform the Agreement and to consummate the transactions contemplated hereby; (3) that the execution, delivery and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of FedEx; and (4) that the Agreement has been duly and validly executed and delivered by FedEx and constitutes its legal, valid and binding obligation.
- 9.2 The Parties warrant and represent that no promise, representation, inducement or consideration for the Agreement has been made, except those set forth herein. No consideration, amount or sum paid, accredited, offered, or expended by Defendant in its performance of this Agreement constitutes a fine, penalty, punitive damage, or other forms of assessment for any claim against it.

10. NO ADMISSIONS, NO USE

- 10.1 The Agreement and every stipulation and term contained in it is conditional upon the final approval of the Court and is made for settlement purposes only. Whether or not consummated or approved by the Court, this Agreement shall not be: (a)

construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by the Representative Plaintiff, FedEx, any Settlement Class Member or Releasing Party or Released Party, of the truth of any fact alleged or the validity of any claim or defence that has been, could have been, or in the future might be asserted in any litigation or the deficiency of any claim or defence that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party; or (b) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission of any liability, fault or wrongdoing, or in any way referred to for any other reason, by the Representative Plaintiff, FedEx, any Settlement Class Member or Releasing Party or Released Party in the Action or in any other civil, criminal or administrative action or proceeding other than such proceedings as may be necessary to effectuate the provisions of the Agreement.

11. MISCELLANEOUS PROVISIONS

- 11.1 **Entire Agreement:** The Agreement, including all Schedules hereto, shall constitute the entire agreement among the Parties and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of the Agreement. The Agreement may not be changed, modified, or amended except in writing, signed by Class Counsel and FedEx's Counsel, and, if required, approved by the Court. The Parties contemplate that the Schedules to the Agreement may be modified by subsequent agreement of FedEx's Counsel and Class Counsel, or by the Court. The Parties may make non-material changes to the Schedules to the extent deemed necessary, as agreed to in writing by all Parties.
- 11.2 If the Court refuses to approve the Settlement Agreement, it shall be null and void, such that the Parties shall be placed in the same legal position as that which prevailed prior to its conclusion, and the Parties may not invoke the settlement or Settlement Agreement herein in any way, in whole or in part, in the pursuit of the

litigation which will then continue to oppose them in the present file 500-06-000895-173.

- 11.3 **Governing Law and Jurisdiction:** The Agreement shall be construed under and governed by the laws of the Province of Quebec, Canada, applied without regard to conflict of laws provisions. The Parties hereby submit themselves exclusively to the Courts of the Province of Quebec, District of Montreal, concerning any and all matters related to the interpretation or application of this Agreement.
- 11.4 **Execution in Counterparts:** The Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures scanned to PDF and sent by e-mail shall be treated as original signatures and shall be binding.
- 11.5 **Notices:** Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by email to:

(a) If to the Representative Plaintiff or Class Counsel:

Mtre. Sandra Mastrogiovanni
KUGLER KANDESTIN LLP
smastrogiovanni@kklex.com
1 Place Ville-Marie, suite 1170
Montréal, QC H3B 2A7

(b) If to the Defendant or Defendant's' counsel:

Mtre Karine Chênevert, kchenevert@blg.com
1000 De La Gauchetière St. W, Suite 900,
Montréal, QC, Canada H3B 5H4

- 11.6 **Good Faith:** The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

- 11.7 **Binding on Successors:** The Agreement shall be binding upon, and endure to the benefit of the heirs, successors and assigns of the Released Parties.
- 11.8 **Arms' Length Negotiations:** The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto, Defendant's Counsel and Class Counsel. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.
- 11.9 **Public Statements:** Representative Plaintiff and Class Counsel shall not solicit or grant interviews by the media or otherwise engage in any conduct or make any statement, directly or indirectly, that the settlement of claims contemplated by the agreement constitutes an admission of liability or an admission of the validity or accuracy of any of the allegations in the class action against Defendant. Nothing shall limit the ability of Defendant or its successors to make public disclosures, as the applicable laws require or to provide information about the settlement to government officials or its insurers/reinsurers.
- 11.10 **Waiver:** The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.
- 11.11 **Variance:** In the event of any variance between the terms of this Agreement and any of the Schedules hereto, the terms of this Agreement shall control and supersede the Schedule(s).
- 11.12 **Schedules:** All Schedules to this Agreement are material and integral parts hereof and are incorporated by reference as if fully rewritten herein.
- 11.13 **Modification in Writing:** This Agreement may be amended or modified only by a written instrument signed by Class Counsel and Defendant's Counsel.

Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

- 11.14 **Integration:** This Agreement represents the entire understanding and agreement among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings related to the subject matter of this Agreement. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or undertaking concerning any part or all of the subject matter of this Agreement has been made or relied upon except as set forth expressly herein.
- 11.15 **Retain Jurisdiction:** The Superior Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the agreement embodied in this Agreement.
- 11.16 **Language:** The Parties acknowledge that they have required and consented to this Agreement and all related documents be drafted in English. *Les Parties reconnaissent avoir exigé et consentie à ce que la présente convention et tous les documents connexes soient rédigés en anglais.* That said, FedEx shall be responsible for preparing a French translation of this Settlement Agreement, which shall be equally binding on the Parties. The French translation must be prepared at the time of the Pre-Approval Notices. In the event of any inconsistency between the English and French versions of the Settlement Agreement, the English version shall govern.
- 11.17 **Transaction:** The present Agreement constitutes a transaction in accordance with Articles 2631 and following of the C.C.Q., and the Parties hereby renounce to any errors of fact, of law and/or calculation.
- 11.18 **Recitals:** The recitals to this Agreement are true and form part of the Agreement.

11.19 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 Agreement on behalf of the Parties identified above and their law firms.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement as of the date set forth below.

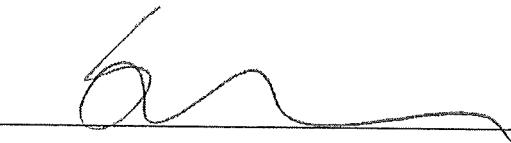
Date: October 22, 2025



Emanuel Farias
Representative Plaintiff

City: Montreal, QC

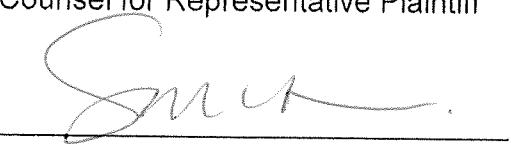
Date: October 22, 2025



Mtre. Sandra Mastrogiuseppe
Kugler Kandestin LLP
Counsel for Representative Plaintiff

City: Montreal, QC

Date: October 30, 2025



Sean McNamee
Vice President of Legal and Regulatory Affairs of
Federal Express Canada Corporation dba FedEx
Express

Date: October 31, 2025



City: Montréal, QC

Mtre. Mtre Karine Chênevert
BLG
Counsel for Defendant