

PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

**SUPERIOR COURT
(CLASS ACTION)**

NO: 500-06-000249-041

OPTION CONSOMMATEURS

Plaintiff

-and-

MONIQUE DESJARDINS-ÉMOND

Designated Person

- v. -

CANADIAN TIRE BANK

Defendant

SCHEDULE "B" NOTICE OF HEARING TO APPROVE THE SETTLEMENT

\$1.5 million Settlement Class Action Regarding Your Credit Cards Canadian Tire Bank

A settlement has been reached, subject to Court approval, between Option consommateurs, the designated person and Canadian Tire Bank (the "Bank") in a class action instituted by Option consommateurs against the Bank in respect of practices that relate to cash advance fees.

This settlement may affect your rights, whether you act or not. Please read this notice carefully.

BASIC INFORMATION

Why is this notice published?

The purpose of this notice is to inform you that Option consommateurs, the designated person and the Bank have reached a settlement putting an end to the class action against the Bank. Option consommateurs and its lawyers believe that the settlement is the best solution for the group; they will ask the Superior Court to approve it.

The Superior Court will hold a hearing to determine whether it will approve the settlement and modify the time period of the class action so that it covers the period from October 1, 2001 to July 11, 2016. You may attend the hearing, which will take place on **September 7, 2016 at 9:30**

a.m. in room 2.08 of the Montreal Courthouse, located at 1 Notre-Dame Street East in Montreal.

What was the purpose of the class action?

According to Option consommateurs, the cash advance fees charged by the Bank have not been included in the calculation of the credit rate since October 1, 2001. According to Option consommateurs, this omission contravenes the *Consumer Protection Act*. The Bank contests this allegation and declares that it has complied at all times with the applicable legislation.

Who are the group members?

You are a member of the group if you meet all of the following conditions:

1. You are a natural person;
2. You are party to a contract extending variable credit (credit card) concluded in Quebec with Canadian Tire Bank;
3. You have not used your credit card issued by Canadian Tire Bank for the operation of a business; and
4. You paid to Canadian Tire Bank cash advance fees for transactions concluded in Canada or abroad between October 1, 2001 and July 11, 2016.

MODIFICATION OF THE GROUP

Although the class period as defined in the class action terminates on September 30, 2010, for the purpose of this settlement, the parties will ask the Court to extend the class period to July 11, 2016, which corresponds to the date of the signature of the settlement.

SETTLEMENT SUMMARY

What does the settlement provide for?

Without any admission of liability, the Bank agrees to pay a total amount of \$1.5 million in full and complete settlement of the class action.

How will the \$1.5 million amount be apportioned?

The fees of counsel of Option consommateurs represent 25% of the global settlement amount pursuant to a new fee agreement signed January 14, 2014 reflecting the agreement entered into on November 4, 2010. After deduction of these fees, applicable taxes and any other amount that may be required by the law, the balance of the amount of \$1.5 million paid by the Bank will be apportioned as follows:

- an amount of \$1,068,843.75 to directly compensate the group members. A credit will be provided to the eligible credit card accounts that otherwise meet additional compensation criteria defined in the settlement agreement (the "Transaction"). **The direct compensation per admissible account at the Bank should be around \$5.13;**

Am I eligible to receive compensation?

A credit could be provided to your credit card account at the Bank if you are a member of the group and your account is open and active, is not in default and meets other additional compensation criteria defined in the settlement agreement, including:

- is an account for which transactional data establishing the payment of cash advance fees exists in electronic format on the computer system of the Bank;

If you are entitled to compensation, there is no action that you have to take in order to be compensated. The compensation will be provided directly by way of credit to your credit card account.

OPTING OUT

If you do not wish to be bound by this settlement for any reason whatsoever or you believe that you can get more money by taking your own legal action, you must take steps to exclude yourself from the group, which will result in your exclusion from the settlement.

If you exclude yourself:

1. You will not receive any compensation;
2. You will not be bound by the class action nor by the settlement; and
3. You will not be able to object to this settlement.

If you do not exclude yourself:

1. You will receive a credit directly to your account associated with your credit card issued by the Bank if you are admissible;
2. You will give up the right to take your own legal action against the Bank; and
3. You will be able to object to the settlement.

If you do not exclude yourself and the settlement is approved, you give up the right to take legal action against the Bank in respect of the cash advance fees.

To exclude yourself, you must send the clerk of the Quebec Superior Court a duly signed request for exclusion containing the following information:

1. The Court docket number of the class action: 500-06-000249-041;
2. Your name and contact information;
3. A declaration that you have paid cash advance fees between October 4, 2001 and July 11, 2016;
4. The declaration must reference the relevant account numbers.

The request for exclusion must be sent by registered or certified mail before September 6, 2016 to the following address:

Clerk of the Superior Court of Quebec
PALAIS DE JUSTICE DE MONTRÉAL
1 Notre-Dame Street East

Suite 1.120
Montreal (Quebec) H2Y 1B5
Reference: 500-06-000249-041

OBJECTION TO THE SETTLEMENT

You can tell the Court that you do not agree with this settlement or make representations to the Court.

To present your objection or your representations to the Court, you must appear at the hearing that will be held on **September 7, 2016 at 9:30 am in room 2.08** of the Montreal Courthouse, located at 1 Notre-Dame East in Montreal.

Although you are not obligated to do so, it is also suggested that you complete and send, before the hearing, the objection form, which may be downloaded from the website of either Option consommateurs or its lawyers, or may be obtained by mail (See the section "For More Information"). Be sure to explain why you do not agree with this settlement.

Do I need a lawyer in order to object to this settlement?
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No. You can object to the settlement without a lawyer. If you wish to be represented by a lawyer, you may hire one at your own expense.

If I object to the settlement and it is approved, will I still be eligible for a payment?
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Yes. If, despite your objection, the settlement is still approved, you can still receive a payment if you are eligible.

FOR MORE INFORMATION

For more information and to access the text of the settlement agreement, the schedules and the various forms, please go to the following websites:

- Option consommateurs:
<http://www.option-consommateurs.org/en>
- Lawyers for Option consommateurs:
<http://www.sfpavocats.ca/recours-collectifs>

No other notice will be published in the newspapers in connection with the settlement. However, you may visit the websites mentioned above which will be upheld with relevant information until 45 days after the end of the Compensation payment date.

In case of discrepancies between this notice and the settlement, the settlement shall prevail.

The publication of this notice has been approved by the Court.