Court File No.: CV-22-00088299-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR.	)	**WEDNESDAY, THE 22ND DAY**
JUSTICE C. MACLEOD	)	**OF OCTOBER, 2025**

BETWEEN:

NANCY BUIS

Plaintiff

- and -

KEURIG CANADA INC.

Defendant

ORDER
Certification and Notice Approval

THIS MOTION made by the Plaintiff for an Order approving the notices of settlement approval hearing ("**Notice of Certification and Settlement Approval Hearing**"), approving the plan of dissemination of said notices (the "**Notice Plan**") and certifying this Action as a class proceeding for settlement purposes only was rendered on the written record.

UPON READING the materials filed, including the settlement agreement dated August 11, 2025 attached to this Order as **Schedule "A"** (the "**Settlement Agreement**"),

AND UPON BEING ADVISED that the Plaintiff and Defendant consent to this Order;

THIS COURT ORDERS THAT:

1. For the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

2. This Action is certified as a class proceeding as against the Defendant for settlement purposes only.

3. The class, defined in the Settlement Agreement as the "Settlement Class", is certified as follows:

> All Persons in Canada, other than Excluded Persons, who, during the Class Period: (i) purchased a Pod that was sold in any packaging containing any Representation; and/or (ii) purchased a Brewer that was sold in any packaging containing any Representation.

4. Nancy Buis is appointed as representative plaintiff for the Settlement Class.

5. The following issue is certified as the issue that is common (defined in the Settlement Agreement as the "Common Issue") to the Settlement Class: "Did the Defendant's acts or practices during the Class Period, including the Representations, breach its statutory and/or common law duties? If yes, what damages, if any, did the Settlement Class members suffer?"

6. The class period, defined in the Settlement Agreement as the "Class Period", is certified as follows: "June 8, 2016 to the date of the Settlement Approval Order".

7. Eqitas is appointed as the Claims Administrator and notice provider. The Claims Administrator is hereby appointed to perform the following functions:

   (a) establish and operate the Settlement Website from which settlement information and relevant forms, including the Claim Forms and Opt-Out Form can be obtained;

   (b) establish and operate a toll-free number which Settlement Class members can call and receive information about the settlement in English or French;

   (c) oversee the Notice Plan;

   (d) administer and process Opt-Outs and Objections; and

   (e) discharge other responsibilities as prescribed in the Settlement Agreement and as approved by the Court.

8. The Opt-Out Form is hereby approved in form attached hereto as **Schedule "B"**.

9. Putative Settlement Class members may opt-out of this Action by sending a completed Opt-Out Form to the Claims Administrator on or before the Opt-Out Deadline. The Opt-Opt-Out Form must be signed by the Person or the Person's designee and must include the following information:

   (a) the Person's full name, current mailing and email address and telephone number;

   (b) if the Person seeking to opt out is a corporation, the name of the corporation and the position of the Person submitting the request to opt out on behalf of the corporation; and

(c) a statement to the effect that the Person wishes to be excluded from the Action.

10. Where the postmark is not visible or legible, the Opt-Out Form shall be deemed to have been postmarked four (4) business days prior to the date that it is received by the Claims Administrator.

11. Any putative Settlement Class member who validly opts out of this Action shall have no further right to participate in the Action or to share in the distribution of any funds received as a result of the Settlement Agreement.

12. No further right to opt-out of this Action will be provided.

13. Within thirty (30) days of the Opt-Out Deadline, the Claims Administrator shall provide to Class Counsel and the Defendant a report containing the names of each Person who has validly and timely opted out of this Action and a summary of the information delivered by such Persons pursuant to paragraph 8 above.

14. Settlement Class members shall have the right to object to this Agreement. Objections to this Agreement, including any materials filed in support of the Objection, shall be served on Class Counsel, delivered to the Claims Administrator, and filed with Court by the Objection Deadline. Any Class Member who delivers an Objection shall have the right to make oral submissions at the hearing to approve the Settlement Agreement contemplated under section 2.2(2) of the Settlement Agreement.

15. Any Objection must contain: (i) a caption or title that identifies the document as an Objection to this Settlement Agreement; (ii) information sufficient to identify the objecting Settlement Class member and contact information for the Settlement Class member (or his or her counsel, if any), such as the Settlement Class member's name, address, email address, and telephone number; (iii) a clear statement of the nature and reasons for the Settlement Class member's objection, as well as documents sufficient to establish the basis for the objecting Settlement Class member's standing as a Settlement Class member; and (iv) a declaration under the penalty of perjury that the foregoing information provided by the objecting Settlement Class member in the Objection is true and correct.

16. Any Settlement Class member who has delivered an Objection and wishes to appear before the Court at the hearing to approve the Settlement Agreement, whether acting in-person or through a lawyer, shall send a notice of intention to appear in writing, which should be postmarked, served, filed, and received by the Claims Administrator at least ten (10) days prior to the hearing to approve the Settlement Agreement. Such notice of intention to appear should include the name, address, and telephone number of the Settlement Class member and any lawyer who will appear on his or her behalf, if applicable.

17. The Claims Administrator shall immediately provide Class Counsel and the Defendant with a copy of any Objection and any documentation accompanying any Objection.

18. This Order and any reasons given by the Court in connection with it and the certification of this Action for settlement purposes are without prejudice to the Defendant's rights to

contest certification or jurisdiction and/or to defend any other actions or proceedings on the merits whether or not they are related or unrelated to this Action.

19. The Notice of Certification and Settlement Approval Hearing is hereby approved substantially in the form attached hereto as **Schedule "C"**.

20. The Notice Plan is hereby approved in the form attached hereto as **Schedule "D"**.

21. The Notice of Certification and Settlement Approval Hearing shall be disseminated in accordance with the Notice Plan.

22. The Defendant is authorized the make disclosure to Class Counsel and/or any Court-appointed notice provider and/or the Claims Administrator in accordance with section 10.3 of the Settlement Agreement.

23. This Order shall be set aside and declared null and void and of no force and effect in respect of the Defendant on subsequent motion made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.

Digitally signed by C. MacLeod RSJ
Date: 2025.10.22 12:56:18 -04'00'

Mr. Justice C. MacLeod

SCHEDULE “A”

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KEURIG K-CUP RECYCLING CANADIAN CLASS ACTION NATIONAL SETTLEMENT AGREEMENT

Made as of August 11, 2025

(the "**Execution Date**")

Between

NANCY BUIS

(the "**Plaintiff**")

and

KEURIG CANADA INC.

(the "**Defendant**")

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KEURIG K-CUP RECYCLING CANADIAN CLASS ACTION NATIONAL SETTLEMENT AGREEMENT

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KEURIG K-CUP RECYCLING CANADIAN CLASS ACTION NATIONAL SETTLEMENT AGREEMENT

RECITALS

A. WHEREAS the Proceedings have been commenced by the Plaintiff;

B. AND WHEREAS the Proceedings allege that the Defendant sold Keurig® Pods in Canada that contained misleading representations as to the recyclability and/or disposability of the Pods contrary to various statutes and the common law;

C. AND WHEREAS the Defendant and Releasees do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged in the Proceedings and deny all liability and assert that they have complete defences in respect of the merits of the Proceedings;

D. AND WHEREAS despite its belief that it is not liable in respect of the claims alleged in the Proceedings, and that it has good and reasonable defences against the allegations, the Defendant is entering into this Settlement Agreement in order to achieve a final and nation-wide resolution of all claims which have been asserted or which could have been asserted against the Releasees by the Plaintiff and the Settlement Class in the Proceedings, and to avoid further expense, inconvenience, distraction of burdensome and protracted litigation, and risks associated with trials and appeals;

E. AND WHEREAS Counsel for the Defendant and Class Counsel have engaged in arm's length settlement discussions and negotiations, resulting in this Settlement Agreement with respect to the Proceedings;

F. AND WHEREAS the Plaintiff and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiff's claims, and having regard to the burdens and expenses of prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, the Plaintiff and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiff and the Settlement Class they seek to represent;

G. AND WHEREAS the Plaintiff, Class Counsel and the Defendant 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 Releasees or evidence of the truth of any of the Plaintiff's allegations, which allegations are expressly denied by the Releasees;

H. AND WHEREAS the Parties therefore wish to, and hereby do, finally resolve on a national basis, without admission of liability, the Proceedings as against the Releasees;

I. AND WHEREAS the Plaintiff asserts that she is an adequate class representative for the Settlement Class and will seek to be appointed representative plaintiff;

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J. AND WHEREAS the Parties consent to certification of the Proceedings for the sole purpose of implementing this Settlement Agreement, as provided for in this Settlement Agreement, on the express understanding that such certification shall not derogate from the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason;

K. AND WHEREAS as a result of their settlement discussions and negotiations, the Defendant and the Plaintiff have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Defendant and the Plaintiff, both individually and on behalf of the Settlement Class the Plaintiff seeks to represent.

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 Proceedings be settled and dismissed with prejudice as against the Defendant and Releasees and that the Canadian Actions be permanently stayed, dismissed and/or discontinued, all without costs as to the Plaintiff, the Settlement Class they seek to represent and the Defendant, subject to the approval of the Court, on the following terms and conditions:

SECTION 1 – DEFINITIONS

For the purpose of this Settlement Agreement only, including the Recitals and Schedules:

(1) ***Administration Expenses*** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiff, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices, translation and claims administration, but excluding Class Counsel Fees and Class Counsel Disbursements.

(2) ***Affiliates***, with respect to a corporation, includes all other entities which, whether directly or indirectly, (i) are controlled by that corporation, (ii) are under common control with that corporation or (iii) control that corporation. The term "control" as used in this definition means the power to individually or jointly with another entity direct or cause the direction of the management and the policies of an entity, whether through the ownership of a majority of the outstanding voting rights or otherwise.

(3) ***Agreement*** or ***Settlement Agreement*** means this Settlement Agreement, including the Recitals and all Schedules attached hereto.

(4) ***Approval Hearing*** means the hearing brought by Class Counsel for the Court's approval of the settlement provided for in this Settlement Agreement.

(5) ***BC Action*** means the proceeding filed in the Supreme Court of British Columbia bearing Court File No. S-220208 (Vancouver Registry) listed in Schedule "A" to this Settlement Agreement.

(6) ***Brewers*** means any and all Keurig® single serve coffee makers or brewing systems that were or are (a) sold in Canada; and (b) produced, sold, or distributed by the Defendant or

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its Affiliates or produced by the Defendant or its Affiliates for resale by third parties, a non-exhaustive list of which is provided in Schedule "F" to this Settlement Agreement.

(7) ***Canadian Actions*** means the BC Action, FC Action, and ON Action.

(8) ***Certification and Notice Approval Order*** means an order substantially in the form at Schedule "B" to this Settlement Agreement (i) certifying the Proceedings as a class proceeding for settlement purposes; (ii) approving the Notice Plan attached as Schedule "D"; and (iii) approving the Notice of Certification and Settlement Approval Hearing attached to the Notice Plan as Schedule "A1".

(9) ***Claim Form*** means the form to be used by each Class Member for filing a claim for compensation from the Settlement Amount, substantially in the form of Schedule "H" hereto.

(10) ***Claims Administrator*** means the firm proposed by the Plaintiff and appointed by the Court to administer the Settlement Amount and perform the functions set out in section 10.1(1) in accordance with the provisions of this Settlement Agreement and the Distribution Protocol, and any employees of such firm.

(11) ***Claims Deadline*** means the day that is 180 days after the Effective Date (or the next business day thereafter).

(12) ***Class Counsel*** means Consumer Law Group P.C.

(13) ***Class Counsel Disbursements*** include the disbursements and applicable taxes incurred by Class Counsel in the prosecution of the Proceedings, as well as any adverse costs awards issued against the Plaintiff in the Proceedings.

(14) ***Class Counsel Fees*** means the fees of Class Counsel, and any applicable taxes or charges thereon, including any amounts payable as a result of the Settlement Agreement by Class Counsel or the Settlement Class to any other body or Person, in relation to legal fees.

(15) ***Class Period*** means June 8, 2016 to the date of the Settlement Approval Order.

(16) ***Common Issue*** means "Did the Defendant's acts or practices during the Class Period, including the making or publishing of the Representations, breach its statutory and/or common law duties? If yes, what damages, if any, did the Settlement Class members suffer?"

(17) ***Counsel for the Defendant*** means Davies Ward Phillips & Vineberg LLP.

(18) ***Court*** means the Ontario Superior Court of Justice;

(19) ***Defendant*** means Keurig Canada Inc.

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(20) ***Disposal Representations*** means any representation that a Pod can or could be disposed of and recycled by following and implementing a three-step process described as "peel, empty, recycle" or any other similar representation.

(21) ***Distribution Protocol*** means the plan for distributing the Settlement Amount and accrued interest, in whole or in part, which will be proposed by Class Counsel for approval by the Court. The Parties agree that the Distribution Protocol shall be in the form attached as Schedule "G" to this Settlement Agreement.

(22) ***Effective Date*** means the date when the Settlement Approval Order has become a Final Order and dismissals, discontinuances, or permanent stays have been entered by Class Counsel with the Supreme Court of British Columbia in the BC Action, Federal Court in the FC Action, and the Court in the ON Action.

(23) ***Execution Date*** means the date on the cover page of this Settlement Agreement as of which the Parties have executed this Settlement Agreement.

(24) ***Excluded Person*** means the Defendant, the directors and officers of the Defendant, the subsidiaries or Affiliates of the Defendant, the entities in which the Defendant or any of the Defendant's subsidiaries or Affiliates have a controlling interest and the legal representatives, heirs, successors, and assigns of each of the foregoing.

(25) ***FC Action*** means the action commenced in the Federal Court bearing Court File No. T-557-22, as listed in Schedule "A" to this Settlement Agreement.

(26) ***Final Order*** means the Settlement Approval Order that either (i) has not been appealed before the time to appeal such order has expired, if an appeal lies, or (ii) has been affirmed upon a final disposition of all appeals. For further certainty, any order made by the Court approving this Settlement Agreement will not become a Final Order until the time to appeal such an order has expired without any appeal having been taken or until the order has been affirmed upon a final disposition of all appeals.

(27) ***Honorarium*** means a stipend to the Plaintiff approved and awarded by the Court in its discretion and in recognition of her efforts to advance the Proceedings on behalf of the Settlement Class.

(28) ***Notice of Certification and Settlement Approval Hearing*** means the form of notice attached as Schedule "A1" to the Notice Plan at Schedule "D" to this Settlement Agreement and as approved by the Court, to inform the Settlement Class of: (i) certification for settlement purposes of the Proceedings; (ii) the process by which Settlement Class members may opt-out of the Settlement Agreement; (iii) the date and location of the Approval Hearing; (iv) the principal elements of the Settlement Agreement; and (v) the process by which Settlement Class members may object to the Settlement Agreement.

(29) ***Notice of Settlement Approval*** means the form of notice to be agreed to by the Parties and approved by the Court, which informs the Settlement Class of: (i) the approval of this Settlement Agreement; and (ii) the process by which Settlement Class members may apply to obtain compensation from the Settlement Amount.

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(30) ***Objection*** means a document filed by a Class Member with the Court who objects to the Court's approval of this Settlement Agreement pursuant to the process set out in the form of Certification and Notice Approval Order at Schedule "B" to this Settlement Agreement.

(31) ***Objection Deadline*** means thirty (30) days from the dissemination of the Notice of Certification and Settlement Approval Hearing in the form attached as Schedule "A1" to Notice Plan that is attached as Schedule "D" to this Settlement Agreement.

(32) ***ON Action*** means the action commenced in the Court bearing Court File No. CV-22-00678262-00CP, as listed in Schedule "A" to this Settlement Agreement.

(33) ***Opt-Out*** means a prospective Settlement Class member who has submitted a valid written election to opt-out of the Settlement Agreement by the Opt-Out Deadline.

(34) ***Opt-Out Deadline*** means thirty (30) days from the dissemination of the Notice of Certification and Settlement Approval Hearing in the form attached as Schedule "A1" to Notice Plan that is attached as Schedule "D" to this Settlement Agreement.

(35) ***Opt-Out Form*** means the form to be completed by a Class Member who wishes to be excluded from this Settlement Agreement, substantially in the form attached as Schedule "I" hereto.

(36) ***Other Actions*** means actions or proceedings, excluding the Proceedings, relating to the Released Claims, commenced by a Settlement Class member either before or after the Effective Date including, without limitation, the Canadian Actions, as applicable.

(37) ***Party or Parties*** means the Plaintiff, Settlement Class members (where appropriate) or the Defendant.

(38) ***Person*** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.

(39) ***Plaintiff*** means Nancy Buis, who is the plaintiff in the Proceedings.

(40) ***Pods*** means any and all single serve coffee pods designed for use in Keurig® single serve coffee makers or brewing systems that were or are (a) labeled as recyclable; (b) sold in Canada; and (c) produced, sold, marketed or distributed by the Defendant or its Affiliates or produced by Defendant or its Affiliates for third parties, a non-exhaustive list of which is provided in Schedule "E" to this Settlement Agreement.

(41) ***Proceedings*** means the action in the Court bearing Court File No. CV-22-00088299-00CP.

(42) ***Recyclability Representations*** means any representation that a Pod is or was recyclable.

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(43) ***Released Claims*** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature (whether or not any Settlement Class member has objected to this Settlement Agreement or makes a claim upon or received a payment from the Settlement Amount, whether directly, representatively, derivatively or in any other capacity), whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees and Class Counsel Disbursements), known or unknown, suspected or unsuspected, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, that any of the Releasors ever had, now have or hereafter can, shall or may have on account of or in any way related to the marketing of Pods or Brewers or representations made during the course of the offering for sale or distribution of Pods or Brewers, including all claims for consequential, subsequent or follow-on harm that arises after the date hereof in respect of any conduct or omission that occurred prior to the date hereof, including the conduct alleged (or which was previously or could have been alleged) in the Proceedings. However, nothing herein shall be construed to release any claims involving any personal injury, failure to deliver goods, damaged or delayed goods, product defect, securities, or other similar claim relating to the Pods and Brewers but not relating to alleged misrepresentations or misleading or deceptive advertising.

(44) ***Releasees*** means, jointly and severally, solidarily, individually and collectively, the Defendant, their Affiliates, and each of their respective past and present, direct and indirect, parents, subsidiaries, partners, insurers, divisions, branches, associates, joint ventures, franchisees, dealers , and all other Persons, partnerships or corporations with whom any of the foregoing have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, mandataries, shareholders, attorneys, trustees, insurers, servants and representatives, members and managers, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.

(45) ***Releasors*** means, jointly and severally, solidarily, individually and collectively, the Plaintiff and the Settlement Class and all of their past and present, direct and indirect parents, owners, subsidiaries, divisions, affiliates, associates, partners, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, shareholders, attorneys, trustees, servants, agents, mandataries and representatives, members and managers and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.

(46) ***Representations*** means any and all Recyclability Representations and Disposal Representations.

(47) ***Settlement Amount*** means the sum of one million eight hundred and fifty thousand Canadian dollars (CAD $1,850,000).

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(48) ***Settlement Approval Order*** means an order substantially in the form at Schedule "C" to this Settlement Agreement approving this Settlement Agreement and the Distribution Protocol attached as Schedule "G" to this Settlement Agreement.

(49) ***Settlement Class*** means all Persons in Canada, except the Excluded Persons, who, during the Class Period: (i) purchased a Pod that was sold in any packaging containing any Representation; and/or (ii) purchased a Brewer that was sold in any packaging containing any Representation.

(50) ***Settlement Website*** means www.kcupsrecyclingsettlement.ca.

(51) ***Trust Account*** means a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, SC 1991, c 46) held at a Canadian financial institution under the control of Class Counsel or the Claims Administrator, once appointed, for the benefit of the Settlement Class or the Defendant, as provided for in this Settlement Agreement.

SECTION 2- SETTLEMENT APPROVAL

2.1 Best Efforts

(1) The Parties shall use their best efforts to implement this Settlement Agreement, to secure the prompt, complete and final dismissal with prejudice of the Proceedings, and to secure the final dismissal, discontinuance, and/or permanent stay of the Canadian Actions.

2.2 Motions for Approval

(1) As soon as practical after the Settlement Agreement is executed, the Plaintiff shall file a motion before the Court for the Certification and Notice Approval Order.

(2) The Plaintiff shall file a motion before the Court for the Settlement Approval Order as soon as practicable after:

(a) the Certification and Notice Approval Order has been issued; and

(b) the notices described in section 9.1 have been published.

(3) As soon as practical after the Execution Date, the Plaintiff will take steps to secure the dismissal, discontinuance, and/or permanent stay of each of the Canadian Actions.

(4) This Settlement Agreement shall only become final on the Effective Date.

2.3 Pre-Motion Confidentiality

(1) Until the motion required by section 2.2(1) is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior consent of Counsel for the Defendant or Class Counsel, as the case may be, except as

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required for the purposes of financial reporting or the preparation of financial records (including tax returns and financial statements), as otherwise required by law, or as otherwise required to give effect to the terms of this Settlement Agreement.

SECTION 3 – SETTLEMENT CONSIDERATION

3.1 Payment of Settlement Amount

(1) Within thirty (30) days following the Execution Date, or the date of receipt of the wire transfer information from Class Counsel, whichever is later, the Defendant shall pay the Settlement Amount to Class Counsel for deposit into the Trust Account.

(2) The Defendant shall pay the Settlement Amount by wire transfer. Class Counsel shall provide the necessary wire transfer information to Counsel for the Defendant in writing with reasonable advance notice and in any event at least ten (10) days prior to the Settlement Amount becoming due.

(3) The Settlement Amount and other consideration to be provided in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Releasees.

(4) The Settlement Amount represents the full amount to be paid pursuant to this Settlement Agreement and shall be all-inclusive of all amounts, including without limitation, Class Counsel Fees, Class Counsel Disbursements, any honorarium for the Plaintiff, any distributed amounts to the Settlement Class, any cy-près donations, and Administration Expenses.

(5) The Defendant and other Releasees shall have no obligation to pay any amount in addition to the Settlement Amount to be paid by the Defendant, for any reason, pursuant to or in furtherance of this Settlement Agreement, the Proceedings or any Other Actions.

(6) Once a Claims Administrator has been appointed, Class Counsel shall transfer control of the related portion of the Trust Account to the Claims Administrator.

(7) Class Counsel and/or the Claims Administrator shall maintain the Trust Account as provided for in this Settlement Agreement. While in control of the Trust Account, Class Counsel and/or the Claims Administrator shall not pay out all or part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Court obtained upon notice to the Parties.

3.2 Taxes and Interest

(1) Except as hereinafter provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Settlement Class and shall become and remain part of the Trust Account.

(2) All taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be paid from the Trust

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Account. Class Counsel and/or the Claims Administrator shall be solely responsible for fulfilling all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.

(3) The Defendant and Releasees shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned on the Settlement Amount or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, in which case the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid to the Defendant who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel or the Claims Administrator.

SECTION 4 – OPTING OUT

4.1 Opting Out Procedure

(1) Class Counsel will seek approval from the Court of the following opt-out process as part of the Certification and Notice Approval Order:

(a) Persons seeking to opt-out of the Proceedings must do so by sending a completed Opt-Out Form in the form attached as Schedule "I" to this Settlement Agreement signed by the Person or the Person's designee, by pre-paid mail, courier, fax or email to the Claims Administrator at an address to be identified in the notice described in the Notice Plan at Schedule "D".

(b) An election to opt-out sent by mail or courier will only be valid if it is postmarked on or before the Opt-Out Deadline to the designated address in the notice described in the Notice Plan at Schedule "D". Where the postmark is not visible or legible, the election to opt-out shall be deemed to have been postmarked four (4) business days prior to the date that it is received by the Claims Administrator.

(c) An Opt-Out Form must contain the following information in order to be considered complete and valid:

(A) the Person's full name, current mailing and email address, and telephone number;

(B) if the Person seeking to opt-out is a corporation, the name of the corporation and the position of the Person submitting the request to opt-out on behalf of the corporation; and

(C) a statement to the effect that the Person wishes to be excluded from the Proceedings.

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(d) Any putative Settlement Class member who validly opts-out of the Proceedings shall be excluded from the Proceedings and the Settlement Class and will not have the opportunity to benefit from the Settlement Agreement.

(e) Any putative Settlement Class member who does not validly opt-out of the Proceedings in the manner and time prescribed above, shall be deemed to have elected to participate in the Proceedings, including this Settlement Agreement.

(f) Within thirty (30) days of the Opt-Out Deadline, the Claims Administrator shall provide to Class Counsel and the Defendant a report containing the names of each Person who has validly and timely opted out of the Proceedings, the reasons for the opt-out, if known, and a summary of the information delivered by such Persons pursuant to this Section 4.1

(2) The Parties will not, directly or indirectly, encourage or cause any Person to opt-out of the Proceedings.

SECTION 5 – NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT

5.1 Right of Termination

(1) In the event that:

(a) the Court declines to certify the Proceedings for settlement purposes as against the Defendant or does so in a materially modified form;

(b) the Court declines to approve this Settlement Agreement or any material part hereof;

(c) the Court approves this Settlement Agreement in a materially modified form;

(d) the Court issues a settlement approval order that is materially inconsistent with the terms of the Settlement Agreement or not substantially in the form attached to this Settlement Agreement as Schedule "C";

(e) the Settlement Approval Order issued by the Court does not become a Final Order; and/or

(f) the Defendant does not pay the Settlement Amount,

the Plaintiff and the Defendant shall each have the right to terminate this Settlement Agreement on the grounds above by delivering a written notice pursuant to section 12.17, within thirty (30) days following an event described above.

(2) In the event that:

(a) the Court declines to dismiss the Proceedings;

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(b) the Plaintiff does not obtain an issued and entered order discontinuing, dismissing, or permanently staying the BC Action;

(c) the Plaintiff does not obtain an issued and entered order discontinuing, dismissing, or permanently staying the FC Action; and/or

(d) the Plaintiff does not obtain an issued and entered order discontinuing, dismissing, or permanently staying the ON Action,

the Defendant shall have the right to terminate this Settlement Agreement on the grounds above by delivering a written notice pursuant to section 12.17, within thirty (30) days following an event described above.

(3) Any order, ruling, or determination made (or rejected) by the Court with respect to the Distribution Protocol and/or Class Counsel Fees or Class Counsel Disbursements shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

5.2 If Settlement Agreement is Terminated

(1) If this Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect for any reason:

(a) no motion to certify the Proceedings as a class proceeding on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed;

(b) the Parties will cooperate in seeking to have any issued order certifying the Proceedings as a class proceeding on the basis of the Settlement Agreement or approving this Settlement Agreement set aside and declared null and void and of no force or effect, and any Party (including the Settlement Class) shall be estopped from asserting otherwise; and

(c) any prior certification of the Proceedings as a class proceeding on the basis of this Settlement Agreement, including the definitions of the Settlement Class and the Common Issues pursuant to this Settlement Agreement, shall be without prejudice to any position that any of the Parties or Releasees may later take on any issue in the Proceedings, in any of the Other Actions, or in any other litigation.

(2) If the Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, Class Counsel shall, within thirty (30) business days of the written notice advising that the Settlement Agreement has been terminated in accordance with its terms, return to the Defendant the Settlement Amount, plus all accrued interest thereon, less taxes paid on interest, and less any Administration Expenses that have already been reasonably incurred as of the date of termination of the Settlement Agreement by Class Counsel: (i) to prepare and deliver notices; and (ii) for the costs of claims administration.

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(3) Except as provided for in section 5.3, if the Defendant or the Plaintiff exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.

5.3 Survival of Provisions After Termination

(1) If this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, the provisions of sections 3.2(3), 5.2, 7.1, 7.2, 9.1, 10.1(2), and 12.4, and the definitions and schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and schedules shall survive only for the limited purpose of the interpretation of sections 3.2(3), 5.2, 7.1, 7.2, 9.1, 10.1(2), and 12.4 within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately

SECTION 6 – RELEASES AND DISMISSALS

6.1 Release of Releasees

(1) Upon the Effective Date, and in consideration of payment of the Settlement Amount, and for other valuable consideration set forth in the Settlement Agreement, the Releasors: (a) shall have forever and absolutely released the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have; (b) shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Releasees; and (c) agree and covenant not to sue any of the Releasees on the basis of any Released Claims or to assist any third party in commencing or maintaining any suit against any Releasees related in any way to Released Claims.

(2) The Plaintiff and Settlement Class acknowledge that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Proceedings and the Settlement Agreement, and it is their intention to release fully, finally, and forever all Released Claims and, in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of additional or different facts.

6.2 No Further Claims

(1) Upon the Effective Date, each Releasor shall not institute, prosecute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim, suit, complaint or demand against any Releasee or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, whether pursuant to any provincial or federal negligence acts or similar legislation or at common law or equity, in respect of any Released Claim, and are permanently barred and enjoined from doing so. For greater certainty and without limiting the generality of the foregoing, the

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Releasors shall not assert or pursue a Released Claim against any Releasee under the laws of any foreign jurisdiction.

6.3 Dismissals and Discontinuances

(1) Upon the Effective Date, the Proceedings shall be dismissed with prejudice and without costs as against the Defendant.

(2) As soon as practical after the Execution Date, the Plaintiff will take steps to secure the dismissal, discontinuance, or permanent stay of each of the Canadian Actions.

(3) Upon the Effective Date, each Settlement Class member shall be deemed to irrevocably consent to the dismissal, without costs, with prejudice, and without reservation, of his, her or its Other Actions against the Releasees.

(4) Upon the Effective Date, all Other Actions commenced by any Settlement Class member shall be dismissed as against the Releasees, without costs, with prejudice, and without reservation.

6.4 Material Terms

(1) For the avoidance of doubt and without in any way limiting the ability of the Parties to assert that other terms in this Settlement Agreement are material terms (subject to section 5.1(3)), the releases, covenants, dismissals, permanent stays, and discontinuances in this section 6 shall be considered material terms of the Settlement Agreement and the failure of the Court to approve the releases, covenants, and dismissals or the failure of the Plaintiff to obtain dismissals, discontinuances, and/or permanent stays of the Canadian Actions contemplated herein shall give rise to a right of termination pursuant to section 5.1 of the Settlement Agreement.

SECTION 7 – EFFECT OF SETTLEMENT

7.1 No Admission of Liability

(1) The Plaintiff and the Releasees expressly reserve all of their rights if this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason. Further, whether or not this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, 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 wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations contained in the Proceedings, in the Canadian Actions, or in any other actions against the Releasees.

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7.2 Agreement Not Evidence

(1) The Parties agree that, whether or not it is finally approved, is terminated, or otherwise fails to take effect for any reason, 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, or received as evidence in any pending or future civil, criminal, or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, as necessary in any insurance-related proceeding, or as otherwise required by law or as provided for in this Settlement Agreement.

7.3 No Further Litigation

(1) No Class Counsel, nor anyone currently or hereafter employed by, or a partner of Class Counsel, may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person against the Defendant or the Releasees that relates to or arises from the Released Claims. Moreover, neither Class Counsel, nor anyone currently or hereafter employed by, or a partner of Class Counsel, may divulge to anyone for any purpose, or use for any purpose, any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent that such information was, is, or becomes otherwise publicly available, or unless ordered to do so by a court in Canada.

7.4 No Equitable or Injunctive Relief

(1) For greater certainty and without limiting the generality of the foregoing, the Plaintiff shall not seek any equitable or injunctive relief against the Defendant or any of its Affiliates in respect of any of the issues or matters arising from, related to, connected with, or addressed in the Consent Agreement entered into between the Defendant and the Commissioner of Competition dated January 6, 2022.

SECTION 8 – CERTIFICATION FOR SETTLEMENT ONLY

8.1 Settlement Class and Common Issues

(1) The Parties agree that the Proceedings shall be certified as a class proceeding as against the Defendant solely for purposes of settlement of the Proceedings and the approval of this Settlement Agreement by the Court.

(2) The Plaintiff agrees that, in the motion for certification of the Proceedings as a class proceeding for settlement purposes and for the approval of this Settlement Agreement, the only common issue that they will seek to define is the Common Issue and the only class that they will assert is on behalf of the Settlement Class.

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SECTION 9– NOTICE TO CLASS

9.1 Notices Required

(1) The Settlement Class shall be given the following notices: (i) Notice of Certification and Settlement Approval Hearing; (ii) Notice of Settlement Approval; and (iii) notice of termination, if this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect; and (iv) such further notice or notices as may be directed by the Court.

9.2 Form and Distribution of Notices

(1) Notices will be disseminated in the manner described in the Notice Plan in Schedule "D" and as approved by the Court.

(2) The Notice of Certification and Settlement Approval Hearing shall be substantially in the form attached to the Notice Plan as Schedule "A1" and as approved by the Court.

(3) The Notice of Settlement Approval shall be agreed to by the Parties and as approved by the Court, or if the Parties cannot agree, then such form or manner as approved by the Court.

(4) The Parties will cooperate in the preparation of any written or verbal communications in relation to the Settlement Agreement or the Proceedings.

9.3 Notice Costs

(1) All notice costs shall be paid out of the Settlement Amount.

SECTION 10 – ADMINISTRATION AND IMPLEMENTATION

10.1 Mechanics of Administration

(1) Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement and the Distribution Protocol shall be determined by the Court on the motions brought by Class Counsel pursuant to section 2.2(1) and/or section 2.2(2) of this Agreement. The Certification and Notice Approval Order and/or the Settlement Approval Order shall include approval for the Claims Administrator to perform the following functions:

(a) establish and operate the Settlement Website from which settlement information and relevant forms, including the Claim Forms and Opt-Out Form can be obtained;

(b) establish and operate a toll-free number which Settlement Class members can call and receive information about the settlement in English or French;

(c) oversee the Notice Plan at Schedule "D" to this Settlement Agreement and claims process;

(d) administer and process Opt-Outs and Objections;

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(e) administer and process Claim Forms in respect of claims by Settlement Class members for compensation from the Settlement Amount;

(f) make individual payments to Settlement Class members that submit a Claim Form by e-transfer where appropriate and by physical cheque when necessary; and

(g) discharge other responsibilities as prescribed in the Settlement Agreement and as approved by the Court.

(2) Any Class Member who seeks compensation from the Settlement Amount shall timely deliver a properly completed Claim Form to the Claims Administrator. All Claim Forms must be postmarked or received by the Claims Administrator by the Claims Deadline in order to be considered timely. The Claims Deadline shall be displayed clearly in the notices described in section 9.1, on the Settlement Website, and on the front page of the Claim Form.

(3) The Settlement Website to be established and operated by the Claims Administrator will contain documents relevant to the settlement, including copies of all notices prescribed under section 9.1. The Settlement Website shall also have the functionality to allow Claim Forms to be submitted to the Claims Administrator via the Settlement Website.

(4) Subject only to section 5.2(2), the Releasees shall not have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or administration of monies in the Trust Account including, but not limited to, Administration Expenses and Class Counsel Fees.

10.2 Distribution Protocol

(1) As part of the Settlement Approval Hearing, Class Counsel will seek approval of the Distribution Protocol, which the Parties agree shall be in the form attached as Schedule "G" to this Settlement Agreement.

10.3 Information and Assistance

(1) The Defendant will make reasonable efforts to provide Class Counsel with a list of the available email addresses of Persons who were subscribers to email communications on keurig.ca as of July 1, 2023, as well as an updated Schedule "E" and Schedule "F".

(2) The Defendant shall provide the information referenced in section 10.3(1) to Class Counsel and/or any Court-appointed notice provider and/or the Claims Administrator within thirty (30) days after the Execution Date.

(3) The information shall be delivered by the Defendant to Class Counsel and/or any Court-appointed notice provider and/or the Claims Administrator via secure file transfer.

(4) The available email addresses referenced in section 10.3(1) shall be collected, used, and retained pursuant to applicable privacy laws in Canada solely for the purposes of

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administering the Settlement Agreement, disseminating the notices required in section 9.1(1), and evaluating eligibility status under the Settlement Agreement.

(5) All information provided pursuant to this section 10.3 shall be treated as private and confidential by Class Counsel or any Court-appointed notice provider and/or the Claims Administrator and shall not be disclosed except in accordance with the Settlement Agreement, the Distribution Protocol, and orders of the Court. If this Settlement Agreement is terminated, all information provided by the Defendant shall be returned to it and no record of the information so provided shall be retained by Class Counsel or any Court-appointed notice provider and/or the Claims Administrator in any form whatsoever.

(6) The Defendant shall bear no liability with respect to the completeness or accuracy of the information provided pursuant to this section 10.3 and makes no representation or admission that the Persons identified are Settlement Class members.

SECTION 11 – CLASS COUNSEL FEES, CLASS COUNSEL DISBURSEMENTS, PLAINTIFF'S HONORARIUM, AND ADMINISTRATION EXPENSES

11.1 Court Approval for Class Counsel Fees and Disbursements

(1) Class Counsel may seek the Court's approval to pay Class Counsel Disbursements and Class Counsel Fees contemporaneous with seeking approval of this Settlement Agreement. Class Counsel Disbursements and Class Counsel Fees shall be reimbursed and paid solely out of the Trust Account after the Effective Date.

(2) Class Counsel reserves the right to bring motions to the Court for reimbursement out of the Trust Account for any future Class Counsel Disbursements.

11.2 Responsibility for Fees, Disbursements and Taxes

(1) The Releasees shall not be liable for any Class Counsel Fees, Class Counsel Disbursements, or taxes of any of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiff, or the Settlement Class, any amounts to which a Class Proceedings Fund or Law Foundation may be entitled, or any lien of any Person on any payment to any Settlement Class member from the Settlement Amount.

11.3 Administration Expenses

(1) Except as provided herein, Administration Expenses may only be paid out of the Trust Account after the Effective Date.

(2) Class Counsel shall pay the costs of the notices required by section 9.1(1), including translation costs of the notices, as well as the costs of claims administration, if any, from the Trust Account, as they become due. Subject only to section 5.2(2), the Releasees shall not have any responsibility for the costs of the notices or administration of the Settlement Agreement.

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11.4 Honorarium

(1) As part of a motion to approve this Settlement Agreement, Class Counsel may seek the Court's approval to pay a CAD $7,500 Honorarium to the Plaintiff as a service award for her effort and contribution in advancing the Proceedings on behalf of the Settlement Class. The Honorarium, if and as approved by the Court, will be paid by Class Counsel out of the Trust Account within five (5) business days after the Effective Date.

SECTION 12– MISCELLANEOUS

12.1 Motions for Directions

(1) Class Counsel or the Defendant may apply to the Court as may be required for directions in respect of the interpretation, implementation, and administration of this Settlement Agreement.

(2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

12.2 Headings, etc.

(1) In this Settlement Agreement:

(a) the division of the Settlement Agreement into sections 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 section or other portion of this Settlement Agreement.

12.3 Computation of Time

(1) 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 as "holiday" is defined in the *Rules of Civil Procedure* (Ontario), the act may be done on the next day that is not a holiday.

12.4 Ongoing Jurisdiction

(1) The Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiff,

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Settlement Class, and Defendant attorn to the jurisdiction of the Court for such purposes and no other purpose. Issues related to the administration of the Settlement Agreement, and the Trust Account shall be determined by the Court.

12.5 Governing Law

(1) This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

12.6 Entire Agreement

(1) 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 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.

12.7 Amendments

(1) This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Court.

12.8 Binding Effect

(1) This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiff, the Defendant, the Settlement Class, the Releasors, the Releasees, and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiff shall be binding upon all Releasors and each and every covenant and agreement made herein by the Defendant shall be binding upon all of the Releasees.

12.9 Counterparts

(1) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one of the same agreement, and an electronic/PDF signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

12.10 Negotiated Agreement

(1) This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, 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

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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 Transaction

(1) This Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Quebec*, and the Parties are hereby renouncing to any errors of fact, of law and/or of calculation.

12.12 Language

(1) 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 et tous les documents connexes soient rédigés en anglais*. Nevertheless, if required to by the Court, Class Counsel and/or a translation firm selected by Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Trust Account. The notices required under section 9.1, Claim Form, Opt-Out Form, and the Settlement Website shall be translated into French in all cases and the costs of such translation shall be paid from the Trust Account. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

12.13 Recitals

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

12.14 Schedules

(1) The Schedules annexed hereto form part of this Settlement Agreement.

12.15 Acknowledgements

(1) 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, beyond the terms

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of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

12.16 Authorized Signatures

(1) 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 on behalf of the Parties identified above their respective signatures and their law firms.

12.17 Notice

(1) 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 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 in the Proceedings:

Jeff Orenstein
Consumer Law Group P.C.
150 Elgin Street, 10th Floor
Ottawa, Ontario K2P 1L4

Telephone: 613.627.4894
Email: jorenstein@clg.org

For the Defendant:

Sandra A. Forbes
Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, Ontario M5V 3J7

Telephone: 416.863.5574
Email: sforbes@dwpv.com

Chenyang Li
Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, Ontario M5V 3J7

Telephone: 416.367.7623
Email: cli@dwpv.com

12.18 Currency

(1) All monetary amounts set out in this Settlement Agreement are denominated in Canadian dollars unless expressly stated otherwise.

12.19 Date of Execution

(1) The Parties have executed this Settlement Agreement as of the date on the cover page.

[Signature Page Follows.]

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NANCY BUIS on her own behalf and on behalf of the Class, by Class Counsel:

Name of Authorized Signatory: Jeff Orenstein

Signature of Authorized Signatory: Signed by: Jeff Orenstein 5FB9FAEA889443F...

Consumer Law Group P.C.

KEURIG CANADA INC., by its counsel

Name of Authorized Signatory: Sandra A. Forbes

Signature of Authorized Signatory: Signed by: Sandy Forbes 77061C7F818444A...

Davies Ward Phillips & Vineberg LLP

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SCHEDULE "A" – Canadian Actions

Proceeding	Plaintiff	Defendants (Current and Former)
British Columbia Supreme Court File No. S-22-208 (Vancouver Registry)	Thomas Dolo	Keurig Dr Pepper Inc. and Keurig Canada Inc.
Federal Court File No. T-557-22	Jane Finch	Keurig Canada Inc.
Ontario Superior Court of Justice File No. CV-22-00678262-00CP	Jagger Sean Gordon	Keurig Canada Inc., Keurig Green Mountain, Inc., and Keurig Dr. Pepper Inc.

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SCHEDULE "B"

Court File No.: CV-22-00088299-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	_____ THE _____
JUSTICE _____	)	DAY OF _____, _____
	)	

BETWEEN:

NANCY BUIS

Plaintiff

and

KEURIG CANADA INC.

Defendant

ORDER
Certification and Notice Approval

THIS MOTION made by the Plaintiff for an Order approving the notices of settlement approval hearing ("**Notice of Certification and Settlement Approval Hearing**"), approving the plan of dissemination of said notices (the "**Notice Plan**") and certifying this Action as a class proceeding for settlement purposes only was heard by videoconference this day at [●].

UPON READING the materials filed, including the settlement agreement dated [●] attached to this Order as **Schedule "A"** (the "**Settlement Agreement**"),

UPON HEARING the submissions of counsel for the Parties;

AND UPON BEING ADVISED that the Plaintiff and Defendant consent to this Order;

THIS COURT ORDERS THAT:

1. For the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

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2. This Action is certified as a class proceeding as against the Defendant for settlement purposes only.

3. The class, defined in the Settlement Agreement as the "Settlement Class", is certified as follows:

> All Persons in Canada, other than Excluded Persons, who, during the Class Period: (i) purchased a Pod that was sold in any packaging containing any Representation; and/or (ii) purchased a Brewer that was sold in any packaging containing any Representation.

4. Nancy Buis is appointed as representative plaintiff for the Settlement Class.

5. The following issue is certified as the issue that is common (defined in the Settlement Agreement as the "Common Issue") to the Settlement Class: "Did the Defendant's acts or practices during the Class Period, including the Representations, breach its statutory and/or common law duties? If yes, what damages, if any, did the Settlement Class members suffer?"

6. The class period, defined in the Settlement Agreement as the "Class Period", is certified as follows: "June 8, 2016 to the date of the Settlement Approval Order".

7. [●] is appointed as the Claims Administrator and notice provider. The Claims Administrator is hereby appointed to perform the following functions:

   (a) establish and operate the Settlement Website from which settlement information and relevant forms, including the Claim Forms and Opt-Out Form can be obtained;

   (b) establish and operate a toll-free number which Settlement Class members can call and receive information about the settlement in English or French;

   (c) oversee the Notice Plan;

   (d) administer and process Opt-Outs and Objections; and

   (e) discharge other responsibilities as prescribed in the Settlement Agreement and as approved by the Court.

8. The Opt-Out Form is hereby approved in form attached hereto as **Schedule "B"**.

9. Putative Settlement Class members may opt-out of this Action by sending a completed Opt-Out Form to the Claims Administrator on or before the Opt-Out Deadline. The Opt-Opt-Out Form must be signed by the Person or the Person's designee and must include the following information:

   (a) the Person's full name, current mailing and email address and telephone number;

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(b) if the Person seeking to opt out is a corporation, the name of the corporation and the position of the Person submitting the request to opt out on behalf of the corporation; and

(c) a statement to the effect that the Person wishes to be excluded from the Action.

10. Where the postmark is not visible or legible, the Opt-Out Form shall be deemed to have been postmarked four (4) business days prior to the date that it is received by the Claims Administrator.

11. Any putative Settlement Class member who validly opts out of this Action shall have no further right to participate in the Action or to share in the distribution of any funds received as a result of the Settlement Agreement.

12. No further right to opt-out of this Action will be provided.

13. Within thirty (30) days of the Opt-Out Deadline, the Claims Administrator shall provide to Class Counsel and the Defendant a report containing the names of each Person who has validly and timely opted out of this Action and a summary of the information delivered by such Persons pursuant to paragraph 8 above.

14. Settlement Class members shall have the right to object to this Agreement. Objections to this Agreement, including any materials filed in support of the Objection, shall be served on Class Counsel, delivered to the Claims Administrator, and filed with Court by the Objection Deadline. Any Class Member who delivers an Objection shall have the right to make oral submissions at the hearing to approve the Settlement Agreement contemplated under section 2.2(2) of the Settlement Agreement.

15. Any Objection must contain: (i) a caption or title that identifies the document as an Objection to this Settlement Agreement; (ii) information sufficient to identify the objecting Settlement Class member and contact information for the Settlement Class member (or his or her counsel, if any), such as the Settlement Class member's name, address, email address, and telephone number; (iii) a clear statement of the nature and reasons for the Settlement Class member's objection, as well as documents sufficient to establish the basis for the objecting Settlement Class member's standing as a Settlement Class member; and (iv) a declaration under the penalty of perjury that the foregoing information provided by the objecting Settlement Class member in the Objection is true and correct.

16. Any Settlement Class member who has delivered an Objection and wishes to appear before the Court at the hearing to approve the Settlement Agreement, whether acting in-person or through a lawyer, shall send a notice of intention to appear in writing, which should be postmarked, served, filed, and received by the Claims Administrator at least ten (10) days prior to the hearing to approve the Settlement Agreement. Such notice of intention to appear should include the name, address, and telephone number of the Settlement Class member and any lawyer who will appear on his or her behalf, if applicable.

17. The Claims Administrator shall immediately provide Class Counsel and the Defendant with a copy of any Objection and any documentation accompanying any Objection.

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18. This Order and any reasons given by the Court in connection with it and the certification of this Action for settlement purposes are without prejudice to the Defendant's rights to contest certification or jurisdiction and/or to defend any other actions or proceedings on the merits whether or not they are related or unrelated to this Action.

19. The Notice of Certification and Settlement Approval Hearing is hereby approved substantially in the form attached hereto as **Schedule "C"**.

20. The Notice Plan is hereby approved in the form attached hereto as **Schedule "D"**.

21. The Notice of Certification and Settlement Approval Hearing shall be disseminated in accordance with the Notice Plan.

22. The Defendant is authorized the make disclosure to Class Counsel and/or any Court-appointed notice provider and/or the Claims Administrator in accordance with section 10.3 of the Settlement Agreement.

23. This Order shall be set aside and declared null and void and of no force and effect in respect of the Defendant on subsequent motion made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.

_____

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SCHEDULE "C"

Court File No.: CV-22-00088299-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	_____ THE _____
JUSTICE _____	)	DAY OF _____, _____
	)	

BETWEEN:

NANCY BUIS

Plaintiff

and

KEURIG CANADA INC.

Defendant

ORDER
Settlement Approval

THIS MOTION made by the Plaintiff for an Order approving the Settlement Agreement entered into with the Defendant, and dismissing this Action was heard this day at [●].

UPON BEING ADVISED that the deadline for opting out of this Action has passed, and that there were [●] opt-outs;

UPON BEING ADVISED that the deadline for objecting to the Settlement Agreement has passed and there have been [●] objections to the Settlement Agreement;

UPON BEING ADVISED that the Parties consent to this Order;

UPON READING the materials filed, including the settlement agreement dated [●] attached to this Order as **Schedule "A"** (the "**Settlement Agreement**");

AND UPON HEARING the submissions of counsel for the Parties;

Docusign Envelope ID: 8BCAF57D-B918-404E-9A1B-04EBFE4D754F

THIS COURT ORDERS THAT:

1. For the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.

3. The Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class.

4. The Settlement Agreement is hereby approved pursuant to the *Rules of Civil Procedure* (Ontario), *Courts of Justice Act* (Ontario), and *Class Proceedings Act* (Ontario), and shall be implemented and enforced in accordance with its terms.

5. This Order, including the Settlement Agreement, is binding upon each Settlement Class member, including those Persons who are minors or mentally incapable.

6. Upon the Effective Date, each Releasor shall not now or hereafter institute, prosecute, continue, maintain, intervene in, or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim, suit, complaint, or demand against any Releasee or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, whether pursuant to any provincial or federal negligence acts or similar legislation or at common law or equity, in respect of any Released Claim, and are permanently barred and enjoined from doing so.

7. Upon the Effective Date, each Settlement Class member shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she, or it has commenced, without costs and with prejudice.

8. Upon the Effective Date, each Other Action commenced by any Settlement Class member shall be and is hereby dismissed against the Releasees, without costs and with prejudice.

9. Upon the Effective Date, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

10. Except as provided herein, this Order does not affect any claims or causes of action that Settlement Class members have or may have against any Person other than the Releasees.

11. No Releasee shall have any responsibility or liability whatsoever relating to the: (i) administration of the Settlement Agreement; (ii) administration, investment, or distribution of the Trust Account; or (iii) Distribution Protocol.

12. This Order shall be declared null and void on subsequent motion made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.

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13. The publication of the Notice of Settlement Approval is hereby approved substantially in the form attached hereto as **Schedule "B"**.

14. The Notice of Settlement Approval shall be disseminated in accordance with the Notice Plan that has already been approved by this Court.

15. The Distribution Protocol is hereby approved in the form attached hereto as **Schedule "C"**.

16. [●], the Claims Administrator and notice provider appointed pursuant to the Certification and Notice Approval Order of this Court dated [●], shall also administer the Settlement and is hereby appointed to perform the following functions in addition to the functions the Claims Administrator was appointed to perform in the Certification and Notice Approval Order of this Court dated [●]:

    (a) administer and process Claim Forms in respect of claims by Settlement Class members for compensation from the Settlement Amount;

    (b) make individual payments to Settlement Class members that submit a Claim Form by e-transfer where appropriate and by physical cheque when necessary; and

    (c) discharge other responsibilities as prescribed in the Settlement Agreement and as approved by the Court.

17. Class Counsel Fees in the amount of CAD $[●] plus applicable taxes of CAD $[●] plus CAD $[●] in incurred disbursements are fair and reasonable;

18. Class Counsel Fees and Disbursements are hereby approved pursuant to sections 32 and 33 of the *Class Proceedings Act* (Ontario).

19. An honorarium of CAD $7,500 shall be paid by Class Counsel out of the Trust Account to the Plaintiff within five (5) business days after the Effective Date.

20. The Claim Form is hereby approved in the form attached hereto as **Schedule "D"**.

21. For purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Defendant attorns to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.

22. This Action is hereby dismissed, with prejudice and without costs.

23. The Parties may move before this Court for directions as may be required.

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SCHEDULE "D"

KEURIG K-CUP RECYCLING CANADIAN CLASS ACTION

CANADIAN NOTICE PLAN

1. For the purposes of this Notice Plan, the definitions set out in the Settlement Agreement apply to and are incorporated into this Notice Plan.

2. The proposed Notice Plan has been designed to provide the best notice practicable.

3. The Notice of Certification and Settlement Approval Hearing is attached as **Schedule "A1"**.

4. The Notice of Settlement Approval shall be jointly drafted by the Parties after the Certification and Notice Approval Order attached as Schedule "B" to the Settlement Agreement is issued by the Court.

5. There will no other forms of notice other than what is provided for herein, except as agreed to by the Parties or as ordered by the Court.

6. Class Counsel will provide all notice communications and publications to the Defendant for review and approval before publishing or delivering such notices.

Pre-Approval Notice

7. The Defendant will make reasonable efforts to provide Class Counsel with a list of the email addresses of Persons who were subscribed to keurig.ca as at July 1, 2023.

8. The Defendant shall provide the list of the email addresses referenced in paragraph 7 to Class Counsel and/or any Court-appointed notice provider and/or the Claims Administrator within thirty (30) days after the Execution Date.

9. The information shall be delivered by the Defendant to Class Counsel and/or any Court-appointed notice provider and/or the Claims Administrator via secure file transfer.

10. The email addresses referenced in paragraph 6 shall be collected, used and retained pursuant to applicable privacy laws in Canada. All information provided shall be treated as private and confidential by Class Counsel or any Court-appointed notice provider and/or the Claims Administrator and shall not be disclosed except in accordance with the Settlement Agreement, the Distribution Protocol, and orders of this Court.

11. The Court-appointed notice provider and/or the Claims Administrator will effectuate direct email notice to all Persons for whom email address information is provided.

12. Class Counsel will publish a news release on the Canadian Newswire in French and English.

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13. Class Counsel will publish a 1/3-page advertisement in The Globe & Mail and a 1/2-page advertisement in *La Presse+*.

14. Class Counsel will publish a notice on its website at www.clg.org.

15. The Claims Administrator will establish and publish a notice on the Settlement Website at www.kcupsrecyclingsettlement.ca.

16. Class Counsel send a direct email notice to all Settlement Class members that have contacted Class Counsel as of the effective date of this Settlement Agreement.

Approval Notice

17. The Claims Administrator will publish a news release on the Canadian Newswire in French and English.

18. The Claims Administrator will effectuate direct email notice to all Persons for whom email address information is provided.

19. The Claims Administrator will publish a notice on the Settlement Website at www.kcupsrecyclingsettlement.ca.

20. Class Counsel will conduct a Google Keyword Advertising Campaign in respect of the approval notice at a cost of CAD $15,000.

21. Class Counsel will conduct a Facebook Ad Campaign in respect of the approval notice at a cost of CAD $65,000.

22. Class Counsel will publish an approval notice on its website at www.clg.org.

23. Class Counsel will publish an approval notice on its Facebook and Twitter (X) profiles.

24. Class Counsel will send a direct email notice of all Settlement Class members that have contacted Class Counsel as of the effective date of this Settlement Agreement.

25. Settlement Class members will only be permitted to begin submitting Claim Forms once all approval notices have been published.

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SCHEDULE "A1"

KEURIG K-CUP RECYCLING CANADIAN CLASS ACTION

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING

Read this notice carefully as it may affect your rights.

THIS NOTICE IS DIRECTED TO:

All persons in Canada who purchased Keurig® K-Cup Pods and/or Keurig® coffee machines or brewing systems sold in Canada from June 8, 2016 to present ("Settlement Class").

I. Nature of the Class Action

The plaintiff commenced a proposed class proceeding in the Ontario Superior Court of Justice alleging that the defendant sold Keurig® K-Cup single-serve coffee pods ("**Pods**") and brewing machines in Canada beginning on June 8, 2016 that contained misleading representations as to the recyclability of the Pods contrary to the *Competition Act* and the common law. The defendant has denied all liability for this conduct and asserted that their conduct was lawful. The Ontario Superior Court of Justice has not decided who is right. The plaintiff and defendant have reached a proposed settlement to avoid the uncertainties, risks, and costs of further litigation. The representative plaintiff and class counsel believe this settlement is in the best interests of the Settlement Class.

The class action has been certified by the Ontario Superior Court of Justice by consent order of the Honourable Justice [●] on [●], 2025. The certification is conditional on the settlement approval being granted by the Ontario Superior Court of Justice. Ms. Buis has been appointed as representative plaintiff for the Settlement Class.

The Ontario Superior Court of Justice still has to decide whether to finally approve the settlement. Payments to eligible Settlement Class members will be made only after the Ontario Superior Court of Justice approves the Settlement and after any appeals are resolved, and after the Ontario Superior Court of Justice approves a distribution plan to distribute the settlement funds.

II. Settlement Benefits

If the proposed settlement is approved, the defendant will pay a total settlement amount of CAD $1,850,000 into a settlement fund. After deductions for administration expenses, class counsel fees and disbursements, the balance will be distributed to eligible Settlement Class members.

Settlement Class members who properly and timely submit a valid and approved Claim Form in respect of Pods and/or Brewers would be eligible to receive a cash payment as set out below.

1. In respect of a valid and approved Claim Form containing a claim concerning Representations on the packaging of Pods:

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(a) Settlement Class members who do not provide a proof of purchase of a Pod during the Class Period may receive a maximum of CAD $7.00 per claim for Pod(s) submitted; and

(b) Settlement Class members who provide a proof of purchase of at least one Pod during the Class Period may receive the greater of: (i) a maximum of CAD $0.50 for every 10 Pods (rounded up to the nearest 10 Pod increment) up to a maximum of CAD $50.00 per claim; or (ii) CAD $7.00 per claim for Pod(s) submitted.

2. In respect of a valid and approved Claim Form containing a claim concerning Representations on the packaging of Brewers:

(a) Settlement Class members who submit a proof of purchase of at least one Brewer and a proof of purchase of at least one Pod subsequent to the purchase of the Brewer, both during the Class Period, may receive a maximum of CAD $25.00 per claim for Brewer(s) submitted.

A Settlement Class member may submit a Claim Form making a claim in respect of both Pods and Brewers. **All Claim Forms must be submitted within 180 days of the Effective Date of the Settlement Agreement, which date will be provided in the Notice of Settlement Approval.**

The credited value of any timely and valid claim will be calculated and distributed in accordance with a distribution protocol which will be considered by the Court for approval at the settlement approval hearing. The process and timelines for submitting a claim to receive a payment will be described in the distribution protocol that will be filed in connection with the settlement approval hearing. A subsequent notice will be issued which will summarize the claims process if the settlement is approved.

If the proposed settlement is approved, this settlement will resolve the class action for all Settlement Class members as against the defendant and a full release of all claims in the class action will be granted to the defendant and its affiliates. This settlement represents a resolution of disputed claims and the defendant and its affiliates do not admit any wrongdoing or liability.

III. Settlement Approval Hearing and Objecting to the Settlement

The settlement remains subject to approval by the Ontario Superior Court of Justice. The motion for approval of the settlement will be heard by the Ontario Superior Court of Justice in the City of Ottawa on **[●]** at **[●]**. At this hearing, the Ontario Superior Court of Justice will determine whether the settlement is fair, reasonable and in the best interests of the Settlement Class.

Settlement Class members who do not oppose the settlement are not required to appear at the settlement approval hearing or take any other action at this time. Settlement Class members who consider it desirable or necessary to seek the advice and guidance of their own lawyers may do so at their own expense.

At the settlement approval hearing, the Ontario Superior Court of Justice will consider objections to the settlement by individual Settlement Class members if the objections are submitted in writing, by prepaid mail or email to either of the class counsel's addresses below postmarked **no later than**

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[●], being 30 days after the date of this Notice of Certification and Settlement Approval Hearing.

A written objection must contain the following information

a) a caption or title that identifies the document as an objection to the settlement;

b) information sufficient to identify the objecting Settlement Class member and contact information for the Settlement Class member (or his or her counsel, if any), such as the Settlement Class member's name, address, email address, and telephone number;

c) a clear statement of the nature and reasons for the Settlement Class member's objection, as well as documents sufficient to establish the basis for the objecting Settlement Class member's standing as a Settlement Class member; and

d) a declaration under the penalty of perjury that the foregoing information provided by the objecting Settlement Class member in the objection is true and correct.

Any Settlement Class member who has delivered an objection and wishes to appear at the hearing to approve the settlement, whether self-represented or through a lawyer, must send a notice of intention to appear in writing to the Claims Administrator at least ten (10) days prior to the hearing to approve the settlement. Such notice of intention to appear should include the name, address, and telephone number of the Settlement Class member and any lawyer who will appear on his or her behalf, if applicable.

IV. Excluding Yourself from the Settlement

If you do not want to participate in the Class Action, you must complete and send an Opt-Out Form by [●], being 30 days after the date of this Notice of Certification and Settlement Approval Hearing (the "**Opt-Out Deadline**"), to the Claims Administrator.

If you opt-out by the Opt-Out Deadline, you may be able to bring your own lawsuit against the defendant, but you will not be entitled to participate in the settlement.

Opt-Out Forms are available at www.kcupsrecyclingsettlement.ca or by contacting the Claims Administrator at the following contact information:

[●]

Opt-Out Forms may be submitted to the Claims Administrator through electronic means on www.kcuprecyclingsettlement.ca, or via mail at the address set out on the Opt-Out Form.

All Settlement Class members will be bound by the terms of the settlement, unless they opt-out of this class action.

You can only object to the settlement if you do not opt-out from the settlement. If you opt-out from the settlement, you have no standing to object because the settlement no longer affects you.

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IV. The Lawyers Representing You

The law firm of Consumer Law Group represents the Settlement Class. The law firm can be reached at:

Jeff Orenstein
Consumer Law Group P.C.
150 Elgin Street, 10th Floor
Ottawa, Ontario K2P 1L4

Telephone: 613.627.4894
Email: jorenstein@clg.org

If you wish to remain a Settlement Class member, you do not need to hire your own lawyer because class counsel is working on your behalf. You do not have to pay class counsel. Class counsel will seek payment of their fees and costs out of the settlement fund and the amount is subject to the approval of the Ontario Superior Court of Justice.

If you wish to pursue your own case separate from this one, or if you exclude yourself from the Settlement Class, these lawyers will no longer represent you. You may need to hire your own lawyer if you wish to pursue your own lawsuit against the defendant.

IV. More Information

This notice is given to you on the basis that you may be a Settlement Class member whose rights could be affected by the class action. This notice should not be understood as an expression of any opinion of the Ontario Superior Court of Justice as to the merits of any claims or defences asserted in the class action. Its sole purpose is to inform you of the class action so that you may decide what steps to take in relation to it.

This notice contains a summary of the class action and the settlement. Further details regarding the class action and the settlement can be found on the following website: www.kcupsrecyclingsettlement.ca.

If you have questions that are not answered online, please contact the Claims Administrator identified above.

This notice contains a summary of some of the terms of the settlement agreement. If there is a conflict between the provisions of this notice and the settlement agreement, including the schedules to the settlement agreement, the terms of the settlement agreement and/or the Court orders shall prevail.

DO NOT CONTACT THE COURT FOR INFORMATION.

THIS NOTICE HAS BEEN APPROVED BY
THE ONTARIO SUPERIOR COURT OF JUSTICE

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SCHEDULE "E"

KEURIG K-CUP RECYCLING CANADIAN CLASS ACTION

NON-EXHAUSTIVE LIST OF PODS

(SEE EXCEL SPREADSHEET ATTACHED TO SIGNED VERSION OF THIS SETTLEMENT AGREEMENT)

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SCHEDULE "F"

KEURIG K-CUP RECYCLING CANADIAN CLASS ACTION

NON-EXHAUSTIVE LIST OF BREWERS

Product Family	Product	UPC
K-CAFE	KEUR BRWR KCAFE DK CHARCOAL CA	611247376966
K-CAFE	KEUR BRWR KCAFE SPEC ED NICKEL	611247373378
K-COMPACT	KEUR BRWR COM CLS BLK CA	611247365786
K-COMPACT	KEUR BRWR KCMPT BLACK CA	611247365786
K-COMPACT	KEUR BRWR KCMPT IMPERIAL RED CA	611247368947
K-COMPACT	KEUR BRWR KCMPT MOONLIGHT GRAY WALM	611247375181
K-COMPACT	KEUR BRWR KCMPT TURQ CA	611247381533
K-DUO	KEUR BRWR KDUO CA	611247383339
K-DUO ESSENTIALS	KEUR BRWR K-DUO ESSENTIALS	611247382868
K-DUO ESSENTIALS	KEUR BRWR K-DUO ESSENTIALS CA	611247382868
K-DUO PLUS	KEUR BRWR KDUO PLUS CA	611247383346
K-ELITE	KEUR KCUP BRWR KELIT BRSH SLTE CA	611247371930
K-ELITE	KEUR KCUP BRWR KELIT BRSH SLVR CA	611247371923
K-CAFÉ SMART	KEUR BRWR KCFSM BLACK CA	611247398111
K-DUO ESSENTIALS GEN 2	KEUR BRWR K-DUO ESSENTIALS BLK CA GEN2	621515177072
K-DUO GEN 2	KEUR BRWR K-DUO 2.0 BLK CA	612151517929
K-EXPRESS	KEUR BRWR KEXP CA	62151516229
K-EXPRESS	KEUR BRWR K-EXPRESS MINT CA	611247403570

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Product Family	Product	UPC
K-EXPRESS ESSENTIALS	KEUR BRWR KEXPE BLACK CA	6215151599 4
K-EXPRESS ESSENTIALS	KEUR BRWR KEXPE BLUE CA	6215151614 4
K-EXPRESS ESSENTIALS	KEUR BRWR KEXPE RED CA	6215151598 7
K-EXPRESS ESSENTIALS	KEUR BRWR KEXPE TROPICAL BLUE CA	6215151614 4
K-EXPRESS ESSENTIALS	KEUR BRWR KEXPE GREY CA	6215151670 0
K-LATTE	KEUR BRWR KLAT CA	6112473769 59
K-LATTE	KEUR BRWR KLATTE MATTE BLK	6112473733 85
K-MINI	KEUR BRWR MINI PLUS RED CA	6112473736 20
K-MINI	KEUR BRWR MINIP BLACK CA PCR	6112473736 13
K-SELECT	KEUR BRWR KSLCT MATTE BLK CA	6112473719 92
K-SLIM	KEUR BRWR KSLM BLACK MLTSTRM CA	6215151516 1
K-SLIM	KEUR BRWR KSLM BLACK CA	6215151516 1
K-SLIM	KEUR BRWR KSLM RED CA	6215151671 7
K-SLIM	KEUR BRWR KSLM TWILIGHT BLUE CA	6215151672 4
K-SLIM	KEUR BRWR KSLM WHITE CA	6215151673 1
K-SUPREME	KEUR BRWR KSPR BLK CA	6215151528 4
K-SUPREME	KEUR BRWR KSPR GRAY CA	6215151529 1
K-SUPREME	KEUR BRWR KSPR WHITE CA	6215151621 2
K-SUPREME SMART	KEUR BRWR KSP BLACK CA	6112473981 28
K-SUPREME PLUS	KEUR BRWR KSPRP METAL CA	6215151527 7
K-SUPREME PLUS	KEUR BRWR KSPRP METAL COSTCO CLUB CA	6215151538 3

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Product Family	Product	UPC
K-SUPREME PLUS	KEUR BUND BRWR KSPRP COSTCO CLUB CA	6215151538 3
K-SUPREME PLUS	KEUR BREWER KSPRP METAL CA	6215151527 7
K-SUPREME PLUS SMART	KEUR BRWR KSPRS CA	6215151625 0
K-SUPREME PLUS SMART	KEUR BRWR KSPSM BLACK CA	6215151625 0
NEXT GEN MINI-BASIC	KEUR BRWR MINIB BLACK CA PCR	6112473735 90
NEXT GEN MINI-BASIC	KEUR BRWR MINIB OASIS CA	6112473769 73
NEXT GEN MINI-BASIC	KEUR BRWR MINIB POPPY RED CA	6215151623 6
NEXT GEN MINI-BASIC	KEUR BRWR MINIB POPPY RED	6112473910 82
NEXT GEN MINI-BASIC	KEUR BRWR MINIB STUDIO GRAY	6112473769 80
NEXT GEN MINI-BASIC	KEUR BRWR MINIB DUSTY ROSE CA	6112473984 94
NEXT GEN MINI-BASIC	KEUR BRWR MINIB EVERGREEN CA	6112473984 70
NEXT GEN MINI-BASIC	KEUR BRWR KMINI WARM STONE CA	6112474036 62
NEXT GEN MINI-BASIC	KEUR BRWR MINIB STUDIO GRAY CA	6215151491 1
NEXT GEN MINI-PLUS	KEUR BRWR MINIP BLACK CA PCR	6112473736 13
NEXT GEN MINI-PLUS	KEUR BRWR MINIP CARD RED	6112473730 95
K-ICED	KEUR BRWR KICD CA	6112473999 65
K-ICED ESSENTIALS	KEUR BRWR KICDE CA	6112473999 72
K-ICED PLUS	KEUR BRWR KICDP GREY MS CA	6112473999 58

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SCHEDULE "G"

KEURIG K-CUP RECYCLING CANADIAN CLASS ACTION

DISTRIBUTION PROTOCOL

Unless otherwise defined in this Distribution Protocol, all capitalized terms in this Distribution Protocol have the meanings ascribed to them in the Settlement Agreement between Nancy Buis and Keurig Canada Inc. dated August 11, 2025.

Settlement Benefits

The portion of the Settlement Amount to be set aside for payments to Settlement Class members shall be no less than one million one hundred thousand Canadian dollars (CAD $1,100,000).

Settlement Class members may submit a claim for a payment from the portion of the Settlement Amount set aside for payments to Settlement Class members.

Settlement Class members who properly and timely submit a valid and approved Claim Form are eligible to receive a cash payment as set out below.

3. Settlement Class members may only submit Claim Forms to the Claims Administrator within 180 days following the Effective Date.

4. In respect of a valid and approved Claim Form containing a claim concerning Representations on the packaging of Pods:

    (a) Settlement Class members who do not provide a proof of purchase of a Pod during the Class Period may receive a maximum of CAD $7.00 per claim for Pod(s) submitted; and

    (b) Settlement Class members who provide a proof of purchase of at least one Pod during the Class Period may receive the greater of: (i) a maximum of CAD $0.50 for every 10 Pods (rounded up to the nearest 10 Pod increment) up to a maximum of CAD $50.00 per claim; or (ii) CAD $7.00 per claim for Pod(s) submitted.

5. In respect of a valid and approved Claim Form containing a claim concerning Representations on the packaging of Brewers:

    (a) Settlement Class members who submit a proof of purchase of at least one Brewer and a proof of purchase of at least one Pod subsequent to the purchase of the Brewer, both during the Class Period, may receive a maximum of CAD $25.00 per claim for Brewer(s) submitted.

6. Settlement Class members may submit a Claim Form to make a claim from the Settlement Amount in respect of Representations on the packaging of Pods and Brewers.

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7. Only one Claim Form shall be permitted per household or business. A "household" consists of any and all persons related by blood or marriage (whether common law or otherwise) that are cohabitating in the same dwelling unit or physical address. A "business" means any group of entities, including individuals, carrying out a commercial activity under the common beneficial ownership, control, or direction of one or more entities. If more than one Claim Form is submitted by a household or business, all Claim Forms submitted by that household or business shall be combined and treated as a single Claim Form for purposes of the calculating any distribution from the Settlement Amount.

8. In the event that claims from Settlement Class members are submitted in an amount that exceeds the amount available for distribution from the portion of the Settlement Amount to be set aside for payments to the Settlement Class members, all claims will be reduced *pro rata*.

9. Any amount remaining in the Trust Account after all approved Claim Forms have been paid out shall be donated to a Canadian charity that is agreed to by the Defendant and Class Counsel.

Claims Procedure

The processing of claims for payment made by Settlement Class members will be administered in the accordance with the following procedure:

1. A claim for payment can be made by a Settlement Class members by completing a Claim Form and delivering the completed Claim Form to the Claims Administrator electronically through www.kcupsrecyclingsettlement.ca, by email, or by mail. The contact information for the Claims Administrator will be set out on the Claim Form.

2. All Claim Forms must be submitted to the Claims Administrator for review.

3. No aggregate claims for payment will be allowed. All Claim Forms must be submitted by the Settlement Class member personally and not by proxy.

4. The Claims Administrator will provide each Settlement Class member with an improper or incomplete Claim Form with 30 days' notice to cure the claim for payment. If the Settlement Class member does not cure his/her/their Claim Form within the cure period, the claim for payment will be rejected.

5. The Claims Administrator in its discretion may examine and verify a random sample of Claim Forms to prevent fraud and abuse.

6. The decision of the Claims Administrator to approve or reject a Claim Form is final and binding.

7. Payments to Settlement Class members shall be made by e-transfer after the period for submitting Claim Forms has expired. If the e-transfer is not successful or if a specific request is made by the Settlement Class member, payment will be made by cheque.

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However, there will be a deduction of CAD $3.75 per cheque if the Class Administrator makes a payment to a Settlement Class member by cheque.

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SCHEDULE "H"

KEURIG K-CUP RECYCLING CANADIAN CLASS ACTION

CLAIM FORM

CLAIM FORM

KEURIG K-CUP RECYCLING CANADIAN CLASS ACTION SETTLEMENT

Buis v. Keurig Canada Inc.
Ontario Superior Court of Justice, Court File No. CV-22-00088299-00CP

You can also submit online at www.kcupsrecyclingsettlement.ca.

Use this Claim Form to claim refunds of a portion of the purchase price of one or more of the Pods (up to a maximum of **$50.00 with proof of purchase** or **$7.00** if you do not have proof of purchase information) and Brewers (up to a maximum of **$25.00 with proof of purchase**). This Claim Form is only for claims concerning the purchase(s) of Pods and/or Brewers made in Canada from June 8, 2016 until the date of the Settlement Approval Order. You may submit only one Claim Form per household or business. A "household" consists of any and all persons related by blood or marriage (whether common law or otherwise) that are cohabitating in the same dwelling unit or physical address. A "business" means any group of entities, including individuals, carrying out a commercial activity under the common beneficial ownership, control, or direction of one or more entities. **All Claim Forms must be postmarked or submitted online by 11:59 P.M. Eastern Time 180 Days after the Effective Date.** If you are mailing this Claim Form, please return this Claim Form to:

Keurig K-Cup Recycling Class Settlement
Claims Administrator
[●] Claims Group
P.O. Box [●]
[●]

1. Class Member Information:

NAME:	_____
TELEPHONE:	_____
EMAIL:	_____
CITY:	_____
PROVINCE:	_____
POSTAL CODE:	_____

2. Payment Options (for more details, please consult the Class Notice, available on website):

If you have proof of purchase (in the form of receipts, email order confirmations, or shipping confirmations) for your purchase of MORE THAN 14 Pods in Canada from June

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8, 2016 until the date of the Settlement Approval Order, please check the box below, identify the applicable purchases as noted below, and mail this form along with your proof of purchase to the address above.

☐ Eligible for up to $0.50 per Pod shown to have been purchased on your proof of purchase, up to a maximum of $50.00 in cash per household. The actual amount will vary depending upon the number of Pods shown to have been purchased and the number of claims received by the Claims Administrator.

Purchases of Pods:
Product(s):
Number of pods:
Purchase date(s):

If you have proof of purchase (in the form of receipts, email order confirmations, or shipping confirmations) for your purchase of Brewers in Canada from June 8, 2016 until the date of the Settlement Approval Order, please check the box below, identify the applicable purchases as noted below, and mail this form along with your proof of purchase to the address above.

☐ Eligible for up to $25.00 in cash per household with proof of purchase. The actual amount may vary depending upon the number of claims received by the Claims Administrator.

Purchases of Brewers:
Product(s):
Number of brewers:
Purchase date(s):

If you DO NOT have proof of purchase (in the form of receipts, email order confirmations, or shipping confirmations) for your purchase of Pods in Canada from June 8, 2016 until the date of the Settlement Approval Order, OR if you DO NOT have proof of purchase for more than 14 Pods, please check the box below and mail this form to the address above.

☐ Eligible for up to $7.00 in cash per household or business WITHOUT proof of purchase. The actual amount may vary depending upon the number of claims received by the Claims Administrator.

3. You *must* sign below:

I UNDERSTAND THAT THE DECISION OF THE CLAIM ADMINISTRATOR IS FINAL AND BINDING ON ME AND ON KEURIG.

I DECLARE UNDER PENALTY OF LAW THAT THE INFORMATION ON THIS CLAIM FORM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

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SIGNATURE: _____ DATE: _____
CLAIM FORMS MUST BE POSTMARKED OR SUBMITTED ONLINE BY 180 DAYS AFTER THE EFFECTIVE DATE. **QUESTIONS? VISIT www.kcupsrecyclingsettlement.ca OR CALL [●].**

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SCHEDULE "I"

KEURIG K-CUP RECYCLING CANADIAN CLASS ACTION

OPT-OUT FORM

KEURIG K-CUP RECYCLING CANADIAN CLASS ACTION SETTLEMENT
Buis v. Keurig Canada Inc.
Ontario Superior Court of Justice, Court File No. CV-22-00088299-00CP

This is NOT a Claim Form. Completing this Form EXCLUDES you from the Canadian Keurig K-Cup Recycling Canadian National Settlement. DO NOT complete this Form if you wish to seek compensation under the Settlement. Complete this opt-out form **only** if you are a member of the Class (as described in the legal notice) **and** you wish to be excluded from participating in the class action. This is your **only** opportunity to be excluded from this class action.

1. Full Name: _____

2. Current Address: _____

3. Telephone Number (optional): _____

4. E-mail Address (optional): _____

By signing below, I certify that I wish to be excluded from the Class in *Buis v. Keurig Canada Inc*, Court File No. CV-22-88299-00CP. I understand that by excluding myself from this case I waive any and all rights that I may have to receive any benefits resulting from a settlement or judgment, including, but not limited to, money from this class action.

Date (mm/dd/yyyy): _____

_____
(Print and Sign Your Name)

Reason for Opting Out (Optional)

_____

_____

To be excluded from the Class, complete and mail or email this form postmarked no later than DATE, 2025 and sent to:

Keurig K-Cup Recycling Canadian Class Action Settlement, c/o _____ Class Action Claims Administration Services, ADDRESS.

Docusign Envelope ID: 8BCAF57D-B918-404E-9A1B-04EBFE4D754F

If you do not want to complete this form, you may send a handwritten or typed and signed letter to the Claims Administrator that requests exclusion (*i.e.*, opting out) from the Keurig K-Cup Recycling Canadian Class Action Settlement. The letter that you send must contain the information identified above. The letter must be mailed to the address of the Claims Administrator as set forth in the prior paragraph.

SCHEDULE “B”

SCHEDULE "B"

OPT-OUT FORM

KEURIG K-CUP RECYCLING CANADIAN CLASS ACTION SETTLEMENT

Buis v. Keurig Canada Inc.
Ontario Superior Court of Justice, Court File No. CV-22-00088299-00CP

This is NOT a Claim Form. Completing this Form EXCLUDES you from the Canadian Keurig K-Cup Recycling Canadian National Settlement. DO NOT complete this Form if you wish to seek compensation under the Settlement. Complete this opt-out form **only** if you are a member of the Class (as described in the legal notice) **and** you wish to be excluded from participating in the class action. This is your **only** opportunity to be excluded from this class action.

1. Full Name: _____

2. Current Address: _____

3. Telephone Number (optional): _____

4. E-mail Address (optional): _____

By signing below, I certify that I wish to be excluded from the Class in *Buis v. Keurig Canada Inc*, Court File No. CV-22-88299-00CP. I understand that by excluding myself from this case I waive any and all rights that I may have to receive any benefits resulting from a settlement or judgment, including, but not limited to, money from this class action.

Date (mm/dd/yyyy): _____

_____
(Print and Sign Your Name)

Reason for Opting Out (Optional)

_____

_____

To be excluded from the Class, complete and mail or email this form postmarked no later than November 28, 2025 and sent to:

***Keurig K-Cup Recycling Canadian Class Action Settlement, c/o Eqitas Class Action Claims Administration Services*, P.O. Box 402, 3484 Sources Blvd., Montreal, Quebec, H9B 1Z9**

If you do not want to complete this form, you may send a handwritten or typed and signed letter to the Claims Administrator that requests exclusion (*i.e.*, opting out) from the Keurig K-Cup Recycling Canadian Class Action Settlement. The letter that you send must contain the information identified above. The letter must be mailed to the address of the Claims Administrator as set forth in the prior paragraph.

ANNEXE « B »

ACTION COLLECTIVE CANADIENNE CONCERNANT LE RECYCLAGE DES CAPSULES K-CUP DE KEURIG

FORMULAIRE D'EXCLUSION

RÈGLEMENT DE L'ACTION COLLECTIVE CANADIENNE CONCERNANT LE RECYCLAGE DES CAPSULES K-CUP DE KEURIG

Buis c. *Keurig Canada inc.*

Cour supérieure de justice de l'Ontario, dossier judiciaire n° CV-22-88299-00CP

Ceci n'est PAS un Formulaire de réclamation. En remplissant ce formulaire, vous EXCLUEZ du Règlement national canadien concernant le recyclage des capsules Keurig K-Cup. NE REMPLISSEZ PAS ce formulaire si vous souhaitez obtenir une indemnisation en vertu du Règlement. Remplissez ce formulaire d'exclusion **uniquement** si vous êtes Membre du groupe (tel que décrit dans l'Avis légal) **et** que vous souhaitez être exclu de la participation à l'action collective. Il s'agit de votre **seule possibilité** d'être exclu de cette action collective.

1. Nom complet : _____

2. Adresse courante : _____

3. Numéro de téléphone (facultatif) : _____

4. Adresse courriel (facultatif) : _____

En signant ci-dessous, je certifie que je souhaite être exclu de l'action collective *Buis* c. *Keurig Canada inc*, dossier judiciaire n° CV-22-88299-00CP. Je comprends qu'en m'excluant de ce recours, je renonce à tous les droits que je pourrais avoir de recevoir des avantages résultant d'un règlement ou d'un jugement, y compris, mais sans s'y limiter, l'argent provenant de cette action collective.

Date (jj/mm/aaaa) : _____

_____

(Imprimez et signez votre nom)

Motif de l'exclusion (facultatif)

_____

_____

Pour être exclu du groupe, veuillez remplir ce formulaire et l'envoyer par la poste ou par courriel, le cachet de la poste faisant foi au plus tard le 28 novembre 2025, à :

Règlement de l'action collective canadienne relative au recyclage des capsules Keurig K-Cup, a/s Eqitas Services d'administration des réclamations, C.P. 402, 3484, boulevard des Sources, Montréal (Québec) H9B 1Z9

Si vous ne souhaitez pas remplir ce formulaire, vous pouvez envoyer une lettre manuscrite ou dactylographiée et signée à l'Administrateur des réclamations pour demander votre exclusion (c'est-à-dire votre retrait) du règlement de l'action collective canadienne relative au recyclage des capsules Keurig K-Cup. Cette lettre doit contenir les informations susmentionnées. Elle doit être envoyée à l'adresse de l'Administrateur des réclamations indiquée au paragraphe précédent.

SCHEDULE “C”

SCHEDULE "C"

KEURIG K-CUP RECYCLING CANADIAN CLASS ACTION

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING

Read this notice carefully as it may affect your rights.

THIS NOTICE IS DIRECTED TO:

All persons in Canada who purchased Keurig® K-Cup Pods and/or Keurig® coffee machines or brewing systems sold in Canada from June 8, 2016 to present ("Settlement Class").

I. Nature of the Class Action

The plaintiff commenced a proposed class proceeding in the Ontario Superior Court of Justice alleging that the defendant sold Keurig® K-Cup single-serve coffee pods ("**Pods**") and brewing machines in Canada beginning on June 8, 2016 that contained misleading representations as to the recyclability of the Pods contrary to the *Competition Act* and the common law. The defendant has denied all liability for this conduct and asserted that their conduct was lawful. The Ontario Superior Court of Justice has not decided who is right. The plaintiff and defendant have reached a proposed settlement to avoid the uncertainties, risks, and costs of further litigation. The representative plaintiff and class counsel believe this settlement is in the best interests of the Settlement Class.

The class action has been certified by the Ontario Superior Court of Justice by consent order of the Honourable Regional Senior Justice C. MacLeod on October 22, 2025. The certification is conditional on the settlement approval being granted by the Ontario Superior Court of Justice. Ms. Buis has been appointed as representative plaintiff for the Settlement Class.

The Ontario Superior Court of Justice still has to decide whether to finally approve the settlement. Payments to eligible Settlement Class members will be made only after the Ontario Superior Court of Justice approves the Settlement and after any appeals are resolved, and after the Ontario Superior Court of Justice approves a distribution plan to distribute the settlement funds.

II. Settlement Benefits

If the proposed settlement is approved, the defendant will pay a total settlement amount of CAD $1,850,000 into a settlement fund. After deductions for administration expenses, class counsel fees and disbursements, the balance will be distributed to eligible Settlement Class members.

Settlement Class members who properly and timely submit a valid and approved Claim Form in respect of Pods and/or Brewers would be eligible to receive a cash payment as set out below.

1. In respect of a valid and approved Claim Form containing a claim concerning Representations on the packaging of Pods:

(a) Settlement Class members who do not provide a proof of purchase of a Pod during the Class Period may receive a maximum of CAD $7.00 per claim for Pod(s) submitted; and

(b) Settlement Class members who provide a proof of purchase of at least one Pod during the Class Period may receive the greater of: (i) a maximum of CAD $0.50 for every 10 Pods (rounded up to the nearest 10 Pod increment) up to a maximum of CAD $50.00 per claim; or (ii) CAD $7.00 per claim for Pod(s) submitted.

2. In respect of a valid and approved Claim Form containing a claim concerning Representations on the packaging of Brewers:

(a) Settlement Class members who submit a proof of purchase of at least one Brewer and a proof of purchase of at least one Pod subsequent to the purchase of the Brewer, both during the Class Period, may receive a maximum of CAD $25.00 per claim for Brewer(s) submitted.

A Settlement Class member may submit a Claim Form making a claim in respect of both Pods and Brewers. **All Claim Forms must be submitted within 180 days of the Effective Date of the Settlement Agreement, which date will be provided in the Notice of Settlement Approval.**

The credited value of any timely and valid claim will be calculated and distributed in accordance with a distribution protocol which will be considered by the Court for approval at the settlement approval hearing. The process and timelines for submitting a claim to receive a payment will be described in the distribution protocol that will be filed in connection with the settlement approval hearing. A subsequent notice will be issued which will summarize the claims process if the settlement is approved.

If the proposed settlement is approved, this settlement will resolve the class action for all Settlement Class members as against the defendant and a full release of all claims in the class action will be granted to the defendant and its affiliates. This settlement represents a resolution of disputed claims and the defendant and its affiliates do not admit any wrongdoing or liability.

III. Settlement Approval Hearing and Objecting to the Settlement

The settlement remains subject to approval by the Ontario Superior Court of Justice. The motion for approval of the settlement will be heard by the Ontario Superior Court of Justice in the City of Ottawa on **December 8, 2025** at **10:00 A.M.** At this hearing, the Ontario Superior Court of Justice will determine whether the settlement is fair, reasonable and in the best interests of the Settlement Class.

Settlement Class members who do not oppose the settlement are not required to appear at the settlement approval hearing or take any other action at this time. Settlement Class members who consider it desirable or necessary to seek the advice and guidance of their own lawyers may do so at their own expense.

At the settlement approval hearing, the Ontario Superior Court of Justice will consider objections to the settlement by individual Settlement Class members if the objections are submitted in writing, by prepaid mail or email to either of the class counsel's addresses below postmarked **no later than November 28, 2025, being 30 days after the date of this Notice of Certification and Settlement Approval Hearing**.

A written objection must contain the following information:

a) a caption or title that identifies the document as an objection to the settlement;

b) information sufficient to identify the objecting Settlement Class member and contact information for the Settlement Class member (or his or her counsel, if any), such as the Settlement Class member's name, address, email address, and telephone number;

c) a clear statement of the nature and reasons for the Settlement Class member's objection, as well as documents sufficient to establish the basis for the objecting Settlement Class member's standing as a Settlement Class member; and

d) a declaration under the penalty of perjury that the foregoing information provided by the objecting Settlement Class member in the objection is true and correct.

Any Settlement Class member who has delivered an objection and wishes to appear at the hearing to approve the settlement, whether self-represented or through a lawyer, must send a notice of intention to appear in writing to the Claims Administrator at least ten (10) days prior to the hearing to approve the settlement. Such notice of intention to appear should include the name, address, and telephone number of the Settlement Class member and any lawyer who will appear on his or her behalf, if applicable.

IV. Excluding Yourself from the Settlement

If you do not want to participate in the Class Action, you must complete and send an Opt-Out Form by **November 28, 2025**, being 30 days after the date of this Notice of Certification and Settlement Approval Hearing (the "**Opt-Out Deadline**"), to the Claims Administrator.

If you opt-out by the Opt-Out Deadline, you may be able to bring your own lawsuit against the defendant, but you will not be entitled to participate in the settlement.

Opt-Out Forms are available at www.kcupsrecyclingsettlement.ca or by contacting the Claims Administrator at the following contact information:

Eqitas Class Action Claims Administration Services
P.O. Box 402
3484 Sources Blvd.
Montreal, Quebec H9B 1Z9
Telephone: 1-866-413-9973
Email: kcup@eqitas.org

Opt-Out Forms may be submitted to the Claims Administrator through electronic means on www.kcuprecyclingsettlement.ca, or via mail at the address set out on the Opt-Out Form.

All Settlement Class members will be bound by the terms of the settlement, unless they opt-out of this class action.

You can only object to the settlement if you do not opt-out from the settlement. If you opt-out from the settlement, you have no standing to object because the settlement no longer affects you.

IV. The Lawyers Representing You

The law firm of Consumer Law Group represents the Settlement Class. The law firm can be reached at:

Jeff Orenstein
Consumer Law Group P.C.
150 Elgin Street, 10th Floor
Ottawa, Ontario K2P 1L4
Telephone: 1-888-909-7863
Email: jorenstein@clg.org

If you wish to remain a Settlement Class member, you do not need to hire your own lawyer because class counsel is working on your behalf. You do not have to pay class counsel. Class counsel will seek payment of their fees and costs out of the settlement fund and the amount is subject to the approval of the Ontario Superior Court of Justice.

If you wish to pursue your own case separate from this one, or if you exclude yourself from the Settlement Class, these lawyers will no longer represent you. You may need to hire your own lawyer if you wish to pursue your own lawsuit against the defendant.

IV. More Information

This notice is given to you on the basis that you may be a Settlement Class member whose rights could be affected by the class action. This notice should not be understood as an expression of any opinion of the Ontario Superior Court of Justice as to the merits of any claims or defences asserted in the class action. Its sole purpose is to inform you of the class action so that you may decide what steps to take in relation to it.

This notice contains a summary of the class action and the settlement. Further details regarding the class action and the settlement can be found on the following website: www.kcupsrecyclingsettlement.ca.

If you have questions that are not answered online, please contact the Claims Administrator identified above.

This notice contains a summary of some of the terms of the settlement agreement. If there is a conflict between the provisions of this notice and the settlement agreement, including the schedules to the settlement agreement, the terms of the settlement agreement and/or the Court orders shall prevail.

DO NOT CONTACT THE COURT FOR INFORMATION.

THIS NOTICE HAS BEEN APPROVED BY
THE ONTARIO SUPERIOR COURT OF JUSTICE

ANNEXE « C »

ACTION COLLECTIVE CANADIENNE CONCERNANT LE RECYCLAGE DES CAPSULES K-CUP DE KEURIG

AVIS D'AUTORISATION ET D'APPROBATION DU RÈGLEMENT

Veuillez lire attentivement cet avis, car il peut avoir une incidence sur vos droits.

CET AVIS S'ADRESSE À :

Toutes les personnes au Canada qui ont acheté des capsules Keurig® K-Cup et/ou des machines à café ou des systèmes d'infusion Keurig® vendus au Canada entre le 8 juin 2016 et aujourd'hui (« Groupe visé par le Règlement »).

I. Nature de l'action collective

Le demandeur a intenté une action collective proposé devant la Cour supérieure de justice de l'Ontario, alléguant que le défendeur avait vendu des capsules de café individuelles Keurig® K-Cup (« Capsules ») et des machines à café au Canada, à compter du 8 juin 2016, contenant des représentations trompeuses quant à la recyclabilité des Capsules, en violation de la Loi sur la concurrence et de la common law. Le défendeur a nié toute responsabilité à cet égard et a affirmé que son comportement était légal. La Cour supérieure de justice de l'Ontario n'a pas tranché la question. Le demandeur et le défendeur ont conclu un règlement proposé afin d'éviter les incertitudes, les risques et les coûts liés à la poursuite du litige. Le demandeur représentant et les Avocats du groupe estiment que ce règlement est dans l'intérêt du groupe visé par le Règlement.

L'action collective a été autorisée par la Cour supérieure de justice de l'Ontario par ordonnance de consentement de l'honorable juge régional principal MacLeod le 22 octobre 2025. L'autorisation est conditionnelle à l'approbation du règlement par la Cour supérieure de justice de l'Ontario. Mme Buis a été nommée représentante des Membres du groupe visé par le Règlement.

La Cour supérieure de justice de l'Ontario doit encore décider si elle approuve définitivement le règlement. Les paiements aux Membres admissibles du groupe visé par le Règlement ne seront effectués qu'après l'approbation du Règlement par la Cour supérieure de justice de l'Ontario, après la résolution de tout appel et après l'approbation par la Cour supérieure de justice de l'Ontario d'un plan de distribution des fonds du règlement.

II. Bénéfices du Règlement

Si le règlement proposé est approuvé, le défendeur versera un montant total de 1 850 000 $ CA dans un fonds de règlement.

Après déduction des frais administratifs, des honoraires des Avocats du groupe et des débours, le solde sera distribué aux Membres admissibles du groupe visé par le Règlement.

Les Membres du groupe visé par le Règlement qui soumettent en bonne et due forme et dans les délais impartis un formulaire de réclamation valide et approuvé concernant les Capsules et/ou les Machines à café seront admissibles à recevoir un paiement en espèces tel qu'indiqué ci-dessous.

1. En ce qui concerne un formulaire de réclamation valide et approuvé contenant une réclamation relative aux représentations figurant sur l'emballage des capsules :

   (a) Les Membres du groupe visé par le Règlement qui ne fournissent pas de preuve d'achat d'une Capsule pendant la Période visée peuvent recevoir un maximum de 7,00 $ CA par réclamation pour les Capsules soumises ; et

   (b) Les Membres du groupe visé par le Règlement qui fournissent une preuve d'achat d'au moins une Capsule pendant la Période visée peuvent recevoir le montant le plus élevé entre : (i) un maximum de 0,50 $ CA pour chaque tranche de 10 Capsules (arrondi à la dizaine supérieure) jusqu'à un maximum de 50,00 $ CA par réclamation ; ou (ii) 7,00 $ CA par réclamation pour chaque Capsule soumise.

2. En ce qui concerne un formulaire de réclamation valide et approuvé contenant une réclamation relative aux représentations figurant sur l'emballage des Machines à café :

   (a) Les Membres du groupe visé par le Règlement qui soumettent une preuve d'achat d'au moins une Machine à café et une preuve d'achat d'au moins une Capsule après l'achat de la Machine à café, toutes deux pendant la Période visée, peuvent recevoir un maximum de 25,00 $ CA par réclamation pour chaque Machine à café soumise.

Un Membre du groupe visé par le Règlement peut soumettre un Formulaire de réclamation concernant à la fois les Capsules et les Machines à café. **Tous les Formulaires de réclamation doivent être soumis dans les 180 jours suivant la Date d'entrée en vigueur de l'Entente de règlement, date qui sera indiquée dans l'Avis d'approbation du Règlement.**

La valeur créditée de toute réclamation valide et présentée dans les délais sera calculée et distribuée conformément à un protocole de distribution qui sera soumis à l'approbation du tribunal lors de l'audience d'approbation du règlement. La procédure et les délais pour présenter une réclamation en vue d'obtenir un paiement seront décrits dans le protocole de distribution qui sera déposé dans le cadre de l'audience d'approbation du règlement. Un avis subséquent sera publié pour résumer la procédure de réclamation si le règlement est approuvé.

Si le règlement proposé est approuvé, il mettra fin à l'action collective pour tous les Membres du groupe visé par le Règlement à l'encontre du défendeur et une quittance complète de toutes les réclamations dans le cadre de l'action collective sera accordée au défendeur et à ses sociétés affiliées. Ce règlement représente une résolution des réclamations litigieuses et le défendeur et ses sociétés affiliées n'admettent aucune faute ni responsabilité.

III. <u>Audience d'approbation du règlement et Opposition au règlement</u>

Le règlement demeure assujetti à l'approbation de la Cour supérieure de justice de l'Ontario. La requête en approbation du règlement sera entendue par la Cour supérieure de justice de l'Ontario à Ottawa le **8 décembre 2025** à **10 h 00**. Lors de cette audience, la Cour supérieure de justice de l'Ontario

déterminera si le règlement est juste, raisonnable et dans le meilleur intérêt du Groupe visé par le Règlement.

Les Membres du groupe visé par le Règlement qui ne s'opposent pas au règlement ne sont pas tenus de se présenter à l'audience d'approbation du règlement ni de prendre aucune autre mesure pour le moment. Les Membres du groupe visé par le Règlement qui jugent souhaitable ou nécessaire de consulter leurs propres avocats peuvent le faire à leurs frais.

Lors de l'audience d'approbation du règlement, la Cour supérieure de justice de l'Ontario examinera les objections au règlement formulées par les Membres individuels du groupe visé par le Règlement si ces objections sont soumises par écrit, par courrier prépayé ou par courriel à l'une des adresses des Avocats du groupe ci-dessous, le cachet de la poste faisant foi au plus tard le **28 novembre 2025, soit 30 jours après la date du présent Avis de certification et d'audience d'approbation du règlement.**

Une objection écrite doit contenir les informations suivantes :

a) un titre ou une légende identifiant le document comme une objection au règlement ;

b) des informations suffisantes pour identifier le Membre du groupe visé par le Règlement qui fait objection et ses coordonnées (ou celles de son avocat, le cas échéant), telles que son nom, son adresse, son adresse électronique et son numéro de téléphone ;

c) une déclaration claire de la nature et des motifs de l'opposition du Membre du groupe visé par le Règlement, ainsi que des documents suffisants pour établir le statut du Membre du groupe visé par le Règlement qui s'oppose en tant que Membre du groupe visé par le Règlement ; et

d) une déclaration sous peine de parjure attestant que les informations susmentionnées fournies par le Membre du groupe visé par le Règlement qui s'oppose dans l'opposition sont vraies et exactes.

Tout Membre du groupe visé par le Règlement qui a fait part de son opposition et souhaite comparaître à l'audience visant à approuver le Règlement, qu'il se représente lui-même ou par l'intermédiaire d'un avocat, doit envoyer un avis écrit de son intention de comparaître à l'Administrateur des réclamations au moins dix (10) jours avant l'audience visant à approuver le Règlement. Cet avis d'intention de comparaître doit inclure le nom, l'adresse et le numéro de téléphone du Membre du groupe visé par le Règlement et de tout avocat qui le représentera, le cas échéant.

IV. S'exclure du règlement

Si vous ne souhaitez pas participer à l'action collective, vous devez remplir et envoyer un Formulaire d'exclusion avant **28 novembre 2025**, soit 30 jours après la date de la présente Avis d'autorisation et d'audience d'approbation du Règlement (la « **Date limite d'exclusion** »), à l'Administrateur des réclamations.

Si vous vous excluez avant la Date limite d'exclusion, vous pourrez intenter votre propre action en justice contre le défendeur, mais vous ne serez pas en droit de participer au règlement.

Les Formulaires d'exclusion sont disponibles sur le site www.kcupsrecyclingsettlement.ca ou en contactant l'Administrateur des réclamations aux coordonnées suivantes :

Eqitas Services d'administration des réclamations
C.P. 402
3484, boul. des Sources
Montréal (Québec) H9B 1Z9
Téléphone : 1-866-413-9973
Courriel : kcup@eqitas.org

Les Formulaires d'exclusion peuvent être soumis à l'Administrateur des réclamations par voie électronique sur www.kcuprecyclingsettlement.ca, ou par courrier à l'adresse indiquée sur le Formulaire d'exclusion.

Tous les Membres du groupe visé par le Règlement seront liés par les termes du règlement, à moins qu'ils ne se retirent de cette action collective.

Vous ne pouvez-vous opposer au règlement que si vous ne vous excluez pas du règlement. Si vous vous excluez du règlement, vous n'avez pas le droit de vous y opposer, car le règlement ne vous concerne plus.

V. Les avocats qui vous représentent

Le cabinet d'avocats Groupe de droit des consommateurs représente le Groupe visé par le Règlement. Vous pouvez joindre le cabinet d'avocats à l'adresse suivante :

Jeff Orenstein
Consumer Law Group P.C.
150, rue Elgin, 10e étage
Ottawa (Ontario) K2P 1L4
Téléphone : 1-888-909-7863
Courriel : jorenstein@clg.org

Si vous souhaitez demeurer Membre du groupe visé par le Règlement, vous n'avez pas besoin de retenir les services d'un avocat, car l'Avocat du groupe agissent en votre nom. Vous n'avez pas à payer les avocats du groupe. L'Avocat du groupe demandera le paiement de ses honoraires et dépens à même le fonds de règlement, et le montant sera soumis à l'approbation de la Cour supérieure de justice de l'Ontario.

Si vous souhaitez poursuivre votre propre cause séparément de celle-ci, ou si vous vous excluez du Groupe visé par le Règlement, ces avocats ne vous représenteront plus. Vous pourriez avoir à retenir les services d'un avocat si vous souhaitez intenter votre propre action en justice contre le défendeur.

VI. Plus d'informations

La présente avis vous est adressée parce que vous pourriez être Membre du groupe visé par le Règlement dont les droits pourraient être affectés par l'action collective. Le présent avis ne doit pas être interprété comme l'expression d'une opinion de la Cour supérieure de justice de l'Ontario quant au bien-fondé des réclamations ou des moyens de défense invoqués dans le cadre de l'action collective.

Il a pour seul but de vous informer de l'action collective afin que vous puissiez décider des mesures à prendre à cet égard.

Le présent avis contient un résumé de l'action collective et du règlement. Vous trouverez de plus amples détails concernant l'action collective et le règlement sur le site Web suivant : www.kcupsrecyclingsettlement.ca.

Si vous avez des questions auxquelles vous ne trouvez pas de réponse en ligne, veuillez communiquer avec l'Administrateur des réclamations dont les coordonnées figurent ci-dessus.

Le présent avis contient un résumé de certaines des modalités de l'entente de règlement. En cas de conflit entre les dispositions du présent avis et celles de l'entente de règlement, y compris les annexes à l'entente de règlement, les termes de l'entente de règlement et/ou les ordonnances du tribunal prévalent.

NE CONTACTEZ PAS LE TRIBUNAL POUR OBTENIR DES INFORMATIONS.

LE PRÉSENT AVIS A ÉTÉ APPROUVÉ PAR
LA COUR SUPÉRIEURE DE JUSTICE DE L'ONTARIO

SCHEDULE “D”

SCHEDULE "D"

KEURIG K-CUP RECYCLING CANADIAN CLASS ACTION

CANADIAN NOTICE PLAN

1. For the purposes of this Notice Plan, the definitions set out in the Settlement Agreement apply to and are incorporated into this Notice Plan.

2. The proposed Notice Plan has been designed to provide the best notice practicable.

3. The Notice of Certification and Settlement Approval Hearing is attached as **Schedule "A1"**.

4. The Notice of Settlement Approval shall be jointly drafted by the Parties after the Certification and Notice Approval Order attached as Schedule "B" to the Settlement Agreement is issued by the Court.

5. There will no other forms of notice other than what is provided for herein, except as agreed to by the Parties or as ordered by the Court.

6. Class Counsel will provide all notice communications and publications to the Defendant for review and approval before publishing or delivering such notices.

Pre-Approval Notice

7. The Defendant will make reasonable efforts to provide Class Counsel with a list of the email addresses of Persons who were subscribed to keurig.ca as at July 1, 2023.

8. The Defendant shall provide the list of the email addresses referenced in paragraph 7 to Class Counsel and/or any Court-appointed notice provider and/or the Claims Administrator within thirty (30) days after the Execution Date.

9. The information shall be delivered by the Defendant to Class Counsel and/or any Court-appointed notice provider and/or the Claims Administrator via secure file transfer.

10. The email addresses referenced in paragraph 6 shall be collected, used and retained pursuant to applicable privacy laws in Canada. All information provided shall be treated as private and confidential by Class Counsel or any Court-appointed notice provider and/or the Claims Administrator and shall not be disclosed except in accordance with the Settlement Agreement, the Distribution Protocol, and orders of this Court.

11. The Court-appointed notice provider and/or the Claims Administrator will effectuate direct email notice to all Persons for whom email address information is provided.

12. Class Counsel will publish a news release on the Canadian Newswire in French and English.

13. Class Counsel will publish a 1/3-page advertisement in The Globe & Mail and a 1/2-page advertisement in *La Presse*+.

14. Class Counsel will publish a notice on its website at www.clg.org.

15. The Claims Administrator will establish and publish a notice on the Settlement Website at www.kcupsrecyclingsettlement.ca.

16. Class Counsel send a direct email notice to all Settlement Class members that have contacted Class Counsel as of the effective date of this Settlement Agreement.

Approval Notice

17. The Claims Administrator will publish a news release on the Canadian Newswire in French and English.

18. The Claims Administrator will effectuate direct email notice to all Persons for whom email address information is provided.

19. The Claims Administrator will publish a notice on the Settlement Website at www.kcupsrecyclingsettlement.ca.

20. Class Counsel will conduct a Google Keyword Advertising Campaign in respect of the approval notice at a cost of CAD $15,000.

21. Class Counsel will conduct a Facebook Ad Campaign in respect of the approval notice at a cost of CAD $65,000.

22. Class Counsel will publish an approval notice on its website at www.clg.org.

23. Class Counsel will publish an approval notice on its Facebook and Twitter (X) profiles.

24. Class Counsel will send a direct email notice of all Settlement Class members that have contacted Class Counsel as of the effective date of this Settlement Agreement.

25. Settlement Class members will only be permitted to begin submitting Claim Forms once all approval notices have been published.

Court File No. CV-22-00088299-00CP

NANCY BUIS Plaintiff	**-and-**	**KEURIG CANADA INC.** Defendant

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED IN OTTAWA

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(Certification for Settlement Purposes and Notice Approval)

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