

ONTARIO  
SUPERIOR COURT OF JUSTICE

The Honourable ) Monday, the 7<sup>th</sup> day of  
Justice Perell ) June, 2021

B E T W E E N:

JONATHON BANCROFT-SNELL and 1739793 ONTARIO INC.

Plaintiffs

-and-

VISA CANADA CORPORATION, MASTERCARD INTERNATIONAL INCORPORATED, BANK OF AMERICA CORPORATION, BANK OF MONTREAL, BANK OF NOVA SCOTIA, CANADIAN IMPERIAL BANK OF COMMERCE, CAPITAL ONE FINANCIAL CORPORATION, CITIGROUP INC., FEDERATION DES CASSES DESJARDINS DU QUEBEC, NATIONAL BANK OF CANADA INC., ROYAL BANK OF CANADA, and TORONTO DOMINION BANK

Defendants

Proceeding Under the *Class Proceedings Act, 1992*

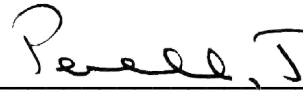
**ORDER**

**THIS MOTION**, made by the Plaintiffs for an Order varying the Order issued in this action by the Honourable Justice Perell and dated May 10, 2021 (the “**Original Order**”);

**ON READING** the Original Order and correspondence from counsel;

1. **THIS COURT ORDERS** that the Original Order is hereby varied such that Schedule “B” is deleted in its entirety and replaced with the document attached to this Order as Schedule “A”;

2. **THIS COURT ORDERS** that the Original Order is hereby varied such that the last page of Schedule "E" of the Order, titled "Epiq Noticing", is deleted.

A handwritten signature in black ink, appearing to read "Perell J.", is written above a horizontal line.

THE HONOURABLE JUSTICE PERELL

# Schedule "A"

# Schedule "B"

## Credit Cards Class Actions

## BMO, BNS, CIBC, RBC and TD Opt-Out Form

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For the purposes of this Opt-Out Form, the following definitions apply (additional definitions are found on the bottom of this form):

**"Canadian Proceedings"** means the following five actions:

- *Watson v Bank of America Corporation et al*, SCBC No. VLC-S-S-112003 (Vancouver)
- *Bancroft-Snell et al v Visa Canada Corporation et al*, OSCJ No. CV-11-426591CP (Toronto)
- *9085-4886 Quebec Inc v Visa Canada Corporation et al*, Superior Court of Quebec No. 500-06-000549-101 (Montreal)
- *Macaronies Hair Club and Laser Center Inc operating as Fuze Salon v BofA Canada Bank et al*, Alberta QB File No. 1203-18531 (Edmonton); and
- *Hello Baby Equipment Inc. v. BofA Canada Bank and others*, SK QB No. 133 of 2013 (Regina).

**"Class Period"** means March 23, 2001 to the date of the last of the orders certifying or authorizing any of the Canadian Proceedings for purposes of this Settlement Agreement.

**"Settlement Agreement"** means the settlement agreement made as between the Plaintiffs in the Canadian Proceedings and the defendants Bank of Montreal ("**BMO**"), The Bank of Nova Scotia ("**BNS**"), Canadian Imperial Bank of Commerce ("**CIBC**"), Royal Bank of Canada ("**RBC**"), and The Toronto-Dominion Bank ("**TD**").

A copy of this Settlement Agreement is available at

[www.creditcardclassaction.com](http://www.creditcardclassaction.com).

**"New Merchants"** means Merchants who began accepting Visa Credit Cards or Mastercard Credit Cards during the Class Period and after May 31, 2018, and for clarity, does not include Merchants who had an opportunity to opt-out in any of the Previous Settlements.

**"Opt-Out Administrator"** means Epiq Systems, the address for which is below.

**"Quebec Settlement Class"** means all natural persons, legal persons established in the private interest and partnerships, resident in Quebec, who, during the Class Period, accepted payments for the supply of goods or services by way of

Mastercard Credit Cards or Visa Credit Cards, except the Excluded Persons and any legal persons established for a private interest and any partnerships which at any time between December 17, 2009 and December 17, 2010 had under its direction or control more than 50 persons bound to it by contract of employment and any legal person established for a public interest resident in Quebec.

**“Quebec Settlement Class Members”** means a member of the Quebec Settlement Class who has not validly opted-out of the Canadian Proceedings in accordance with the orders of the Courts, as applicable, whether in connection with this Settlement Agreement or in connection with the Previous Settlements.

**“Previous Settlements”** means the BofA Settlement, Citi Settlement, Capital One Settlement, Desjardins Settlement, and, to the extent that their approval is not overturned on appeal, the National Bank Settlement, the Visa Settlement and the Mastercard Settlement.

Capitalized terms not otherwise defined in this Opt-Out Form have the meanings given to them in the Settlement Agreement.

BECAUSE OF DIFFERENCES IN THE ORDERS MADE BY THE COURTS, THE CONSEQUENCE OF **NOT OPTING OUT** VARIES DEPENDING ON WHETHER YOU ARE A QUEBEC SETTLEMENT CLASS MEMBER OR NOT. READ THIS FORM CAREFULLY FOR FURTHER INFORMATION.

### **Opting Out**

Opting out is only available if you are a Quebec Settlement Class Member or a New Merchant.

### **CONSEQUENCES OF OPTING OUT**

#### a) Quebec Settlement Class Members

By completing and returning this Opt-Out Form as set out below, you are choosing **not** to take part in this Settlement Agreement.

If you complete this Opt-Out Form you will not be bound by this Settlement Agreement, or the releases in this settlement, but you will also not be entitled to share in any of the proceeds that may become available to Merchants as part of same.

#### b) New Merchants:

By completing and returning this Opt-Out Form as set out below, you are choosing **not** to take part in any of the Previous Settlements or this Settlement Agreement.

New Merchants who opt out will not be bound by the Previous Settlements and this Settlement Agreement or the releases in those settlements, but will also not be entitled to share in any of the proceeds that may become available to Merchants as part of those settlements.

**CONSEQUENCES OF NOT OPTING OUT**

a) Quebec Settlement Class Members:

If you do **not** complete and return this Opt-Out Form, you will be bound by this Settlement Agreement, and the releases in it, and will be entitled to share in any of the proceeds that may become available to Merchants as part of this settlement.

b) New Merchants:

For New Merchants, if you do **not** complete and return this Opt-Out Form, you will be bound by this Settlement Agreement and the Previous Settlements, and the releases in them, and will be entitled to share in any of the proceeds that may become available to Merchants as part of those settlements. You will have no further opportunity to opt out of the Canadian Proceedings.

\* \* \*

In order to be effective, this form must be fully completed and sent to the Opt-Out Administrator at the address set out below, and must be postmarked no later than DATE. Opt-Out Forms received after DATE will not be accepted.

For more information on this Settlement Agreement, or the Canadian Proceedings, please visit [www.creditcardclassaction.com](http://www.creditcardclassaction.com)

**Name of business\*:** \_\_\_\_\_ (required)

\* Provide the name of the person or legal entity accepting Visa or MasterCard credit cards. This is probably the name listed on the statements you receive from your payment processor.

**Date business began accepting Visa and/or Mastercard credit cards:** \_\_\_\_\_  
\_\_\_\_\_ (required)

**Name of payment processor:** \_\_\_\_\_ (required)

**Your name:** \_\_\_\_\_ (required)

**Your address:** \_\_\_\_\_ (required)

\_\_\_\_\_  
\_\_\_\_\_

**Your telephone number:** (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ (required)

**Your email address:** \_\_\_\_\_ (optional)

**Declaration:**

I declare that I have legal authority to bind the business named above, which has decided to opt-out as set out above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Return completed Opt-Out Forms to:**

<Epiq's info and designated recipient>

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JONATHON BANCROFT-SNELL et al.  
Plaintiffs

-and-

VISA CANADA CORPORATION et al.  
Defendants

Court File No: CV-11-426591

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**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
*TORONTO*

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**ORDER**

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**CAMP FIORANTE MATTHEWS MOGERMAN LLP**

400 – 856 Homer Street  
Vancouver, BC V6B 2W5

**Reidar M. Mogerman, Q.C.**

Tel: (604) 689-7555  
Fax: (604) 689-7554  
Email: rmogerman@cfmlawyers.ca

**BRANCH MACMASTER LLP**

1410 – 777 Hornby Street  
Vancouver, BC V6Z 1S4

**Luciana P. Brasil**

Tel: (604) 654-2999  
Fax: (604) 684-3429  
Email: lbrasil@branmac.com

Lawyers for the Plaintiffs,  
Jonathon Bancroft-Snell and 1739793 Ontario Inc.