

Schedule A

PROPOSED SETTLEMENT OF THE CLASS ACTIONS AGAINST CIRCUIT MONT-TREMBLANT

In 2012, the *Association des résidents de Mont-Tremblant pour la qualité de vie* ("the Association") brought a class action against the companies that operated the Circuit Mont-Tremblant (the "First Class Action"). The Association claimed monetary compensation for all persons who resided within 3 km of the Circuit's boundaries between 2009 and 2018 (the "First Class"), for the inconveniences caused by the noise from its activities. In March 2020, the Superior Court (the Honourable Johanne Mainville) rendered a decision on the First Class Action granting it in part - this judgment (the "Mainville Judgment") is now final, and applies to all members of the First Class.

In April 2022, the Association filed a new class action (the "Second Class Action") claiming that the Circuit continued to cause abnormal inconveniences to its neighbours. The Circuit was sold in July 2022, and the Association amended the Second Class Action to include its new owners and operators (the "New Owners").

The Second Class Action is brought on behalf of the following class:

All natural persons who reside or have resided, at any time on or after April 20, 2019, within three kilometers of the boundaries of Circuit Mont-Tremblant and who were exposed to average hourly noise generated by the Circuit of more than 55 dB(A)_{L_{Aeq}1h} at the receptor point, with deviations of up to 58 dB(A).

Both class actions were stayed as of December 2022 to allow the parties to attempt to reach an out-of-court settlement. The Association and all defendants are pleased to announce that **they have reached a settlement agreement.**

WHAT IS THE PROPOSED SETTLEMENT?

➤ For members of the First Class Action (2009 – 2018)

The Mainville Judgment states that only class members meeting the two following conditions are entitled to monetary compensation: **i)** having resided, during the class period, on one of the streets (or street segments) of what was designated as the "nearby zone" (*zone rapprochée* – see below for a full list of the streets included in this zone) **ii)** having been exposed to average hourly noise exceeding a certain level measured in decibels.

The Mainville Judgment set the compensation that these class members would receive according to certain criteria (including date of arrival) but did not establish the total amount payable by the former owners of the Circuit, or the ways by which class members would prove their eligibility.

To reduce uncertainties related to this recovery process, the proposed settlement provides that the former owners of the Circuit will **pay a total amount of 2M\$** (the "settlement amount"), to be distributed among eligible class members after deduction of class counsel's legal fees and disbursements and of administrative expenses. The proposed settlement also creates a simplified method to determine the eligibility of class

Notice of proposed settlement

Association des résidents de Mont-Tremblant pour la qualité de vie et al. v. Courses automobiles Mont-Tremblant inc. et al.
C.S.M. nos. 500-06-000614-129/500-06-001184-221

members: for example, all residents of the nearby zone are eligible, without having to prove the level of noise to which they were exposed (with one exception mentioned below). The other criteria in the Mainville Judgment will be used to establish the share of each eligible class member in the settlement amount.

➤ **For members of the Second Class Action (2019-2023)**

The proposed settlement does not provide monetary compensation for persons who only resided in the area covered by the class action as of 2019.

For the Second Class Action, the settlement instead includes **commitments by the New Owners of the Circuit** regarding its future operations. In summary, the New Owners make the following commitments: **i) the use of the Circuit by vehicles not equipped with mufflers will be prohibited at all times; ii) there will be six weekends per season (as defined in the municipal by-law) without any racing activity on the Circuit, and at least three of these weekends will take place between June 22nd and Labour Day.**

We encourage you to consult the full text of the settlement agreement to learn more about its terms and conditions.

THE PROPOSED SETTLEMENT AND ATTORNEYS' FEES MUST BE APPROVED BY THE COURT.

The Superior Court must approve the settlement before it can take effect.

Class counsel (Trudel Johnston & Lespérance) will claim payment of fees equivalent to 30% (plus taxes) of the settlement amount, in addition to reimbursement of its disbursements.

The Court must ensure that the settlement, as well as these fees and disbursements, are fair, reasonable and in the best interest of class members.

The settlement will be presented for approval to the Superior Court (Docket Nos. 500-06-000614-129/500-06-001184-221) on **April 16th, 2024 at 9:30 AM**, at the Montreal Courthouse, located at 1 Notre-Dame Street East, in room **15.08**.

If you are a member of one of the class actions and you do not object to the settlement, your presence at this hearing is not required.

WHO WILL BENEFIT FROM THE SETTLEMENT?

People who resided in the "*zone rapprochée*" (the "nearby zone"), as described in Schedule 1 of the Mainville Judgment, between 2009 and 2018 will be eligible for monetary compensation under the settlement.

This "nearby zone" includes the following roads/segments of roads:

- Rue Rabellino
- Chemin de la Falaise
- Rue Dicaire
- Chemin du Village between rue Sigouin and rue de l'Érablière (addresses 1988 to 2252 inclusive)
- Rue Jasmin
- Chemin Séguin
- Chemin de la Volière
- Rue du Vieux-Verger
- Chemin des Entailles
- Chemin de la Gouterelle
- Chemin de l'Érablière
- Chemin du Pain-de-Sucre
- Chemin de la Sucrierie
- Chemin des Ancêtres
- Rue du Mont-Plaisant, for addresses from 215, inclusive
- Rue Robert
- Rue Lavigne
- Rue Sigouin (number 185 only)
- Chemin Claude-Lefebvre, for addresses from 193 inclusive
- Rue Pinoteau, for addresses from 243, inclusive
- Chemin des Eaux-Vives
- Chemin Ernie-Mcculloch
- Allée Boréal
- Chemin du Village between Montée Ryan and Rue Richer (addresses 1069 to 1445 inclusive)
- Impasse des Trèfles
- Chemin de la Pinède
- Rue Richer
- Rue de la Perdrière (number 232 only)
- Chemin au Pied-du-Courant
- Chemin du Pont-de-Fer
- Rue Fortin
- Chemin de l'Entre-Nous, for addresses from 180, inclusive
- Chemin McDermott

However, persons who filed with the City of Mont-Tremblant the declaration described in art. 23 of the City's *Règlement (2008)-107 concernant les usages conditionnels* are not eligible to receive compensation.

WHAT CAN I DO IF I DISAGREE WITH THE PROPOSED SETTLEMENT?

Class members who disagree with the proposed settlement may object by sending a written statement to Class counsel **within 30 (days) of the publication of this notice**. You must send them your notice of objection by mail, e-mail or fax, and include the following information:

- (a) A header referring to the class actions;
- (b) Your name, address, e-mail address and telephone number;
- (c) A statement confirming that you are a member of one or both of the class actions, and indicating the addresses covered by the class action where you have resided as well as the dates of residence;
- (d) An indication that you intend (or not) to present your grounds of objection in person at the approval hearing;
- (e) Grounds for objection;
- (f) Your signature.

DO NOT send your Notice of Objection directly to the Court. Class counsel will file copies of all Notices of Objection received with the Court.

PROCEDURE FOR EXCLUDING YOURSELF FROM THE SECOND CLASS ACTION

The second class action has not yet been authorized to proceed by the Superior Court. In the context of the settlement, the defendants have consented to the authorization of the second class action, for the sole purpose of implementing the settlement.

Members of the second class action still have the option of opting out. Please note that it is generally in your interest to do so only if you intend to bring your own lawsuit against the defendants, at your own expense. In addition, under the terms of the settlement, persons who opt out of the second class action will not be entitled to the monetary compensation provided for members of the first class action.

If you do not exclude yourself from the second class action, you will only be entitled to the compensation provided for in the settlement and will lose your right to sue the defendants in connection with the facts covered by the second class action.

If you wish to exclude yourself from the second class action, you must send to the Clerk of the Superior Court (Palais de justice de Montréal: 1, Rue Notre-Dame Est, Montréal (Québec) H2Y 1B6) and to Class counsel a notice declaring your intention to exclude yourself and indicating your address and e-mail address, **within 30 (days) of the publication of this notice**:

IF THE SETTLEMENT IS APPROVED, HOW CAN I CLAIM COMPENSATION?

The settlement agreement provides for a simple and discreet claims process. If the settlement is approved, Proactio (a service of Raymond Chabot Inc.) will be appointed claims administrator. Class counsel will contact everyone on their distribution lists for the class actions to inform them how to file a claim with the administrator. In addition, the administrator will send a postal notice to the occupants of all addresses in the "nearby zone" during the relevant period.

WHO CAN I CONTACT FOR MORE INFORMATION? HOW CAN I OBTAIN A COPY OF THE SETTLEMENT AGREEMENT?

Trudel Johnston & Lespérance are Class counsel:

Trudel Johnston & Lespérance

90-750 Côte de la Place d'Armes

Montreal, QC, H2Y 2X8

Telephone: 514-871-8385

Fax: 514-871-8800

info@tjl.quebec

The full text of the settlement agreement is available on Trudel Johnston & Lespérance's web page for the class actions against Circuit Mont-Tremblant:

<https://tjl.quebec/en/class-actions/circuit-mont-tremblant/>

Please note that in the event of any discrepancy between this notice and the Settlement Agreement, the Settlement Agreement shall prevail. Any term not defined in this Notice shall have the meaning ascribed to it in the Settlement Agreement.