

C A N A D A

SUPERIOR COURT

PROVINCE OF QUEBEC

(Class Action)

DISTRICT OF MONTREAL

N^o.: 500-06-000577-110

YAFFA TEGEGNE

Petitioner

v.

HENKEL CONSUMER GOODS CANADA
INC.

-and-

THE DIAL CORPORATION

Respondents

(collectively, the “Parties”)

AMENDMENT TO THE CANADIAN CLASS ACTION

SETTLEMENT AGREEMENT

WHEREAS the Parties entered into a Settlement Agreement dated October 20, 2020;

WHEREAS the Parties wish to amend the Settlement Agreement, the whole as more fully set out below:

1. AMENDMENT TO ARTICLE 11.2 OF THE SETTLEMENT AGREEMENT

1.1 Article 11.2 of the Settlement Agreement is hereby replaced by the following :

11.2 The Settlement Payment of an Eligible Claimant is governed by Article 1(3) of the *Regulation respecting the percentage withheld by the Fonds d’aide aux actions collectives*. Any amounts that are payable to the Fonds d’aide aux actions collectives will be deducted from the Settlement Payment owing to a Settlement Class Member. The Settlement

Administrator is responsible for collecting the applicable percentage of the Settlement Payment of an Eligible Claimant and remitting it to the Fonds d'aide aux actions collectives.

2. - AMENDMENT TO ARTICLE 14.1 OF THE SETTLEMENT AGREEMENT

2.1 Article 14.1 of the Settlement Agreement is hereby replaced by the following :

14.1 Within 15 Days after the Final Order Date and subject to court approval, the Respondents shall pay the sum of **CAD \$500.00** to the Petitioner, as an indemnity for disbursements and in full satisfaction of any and all claims asserted by her in the Action. Should the Court refuses to approve the payment of this amount to the Petitioner, the Petitioner shall be entitled to submit a Claim Form pursuant to the claims process set forth in the Settlement Agreement. The Petitioner shall be deemed to be a Releasor under this Agreement in respect of any matter alleged by them in this Action.

3. – AMENDMENT TO EXHIBIT “F” TO THE SETTLEMENT AGREEMENT

3.1 Exhibit “F” to the Settlement Agreement is hereby amended by the addition of the following paragraph:

Please note that in accordance with the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives* and the Judgment of the Superior Court of Quebec, 2% of every Settlement Payment will be withheld and remitted to the Fonds d'aide aux actions collectives, irrespective of where the Eligible Claimant resides.

4. MISCELLANEOUS TERMS

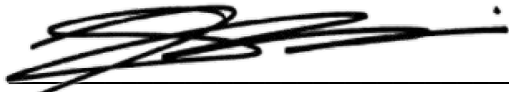
4.1 This Agreement shall be construed under and governed by the laws of the Province of Quebec.

4.2 This Agreement, including the Settlement Agreement and all attached Exhibits, shall constitute the entire Agreement between the Parties with regard to the subject matter of this Agreement and shall supersede any previous agreement or understandings between the Parties. The Agreement may not be changed, modified, or amended except in writing signed by Class Counsel and Defence Counsel and subject to Court approval.

4.3 This Agreement, if approved by the Court, shall be binding upon and inure to the benefit of the Parties, and their representatives, heirs, successors and assigns.

4.4 The counsel who have executed this Agreement hereby represent and warrant that they have authority to bind their respective clients to this Agreement.

Executed at the City of Toronto this 3rd day of May, 2021



SCOTT MAIDMENT, Counsel for the Respondents

Executed at the City of Montreal this this 3rd day of May, 2021



JEFF ORENSTEIN, Class Counsel and Counsel for the Petitioner