

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

(Class Action)
SUPERIOR COURT

NO : 500-06-000797-163

DAN ABICIDAN

Representative Plaintiff

v.

**IKEA CANADA LIMITED PARTNERSHIP
ET ALS.**

Defendants

SECOND ADDENDA TO THE IKEA SETTLEMENT AGREEMENT

WHEREAS the Settlement Agreement was executed by the parties on May 14, 2021 (the “**Settlement Agreement**”);

WHEREAS the first Addenda to the IKEA Settlement Agreement was executed by the parties on June 30, 2021 (the “**First Addenda**”);

WHEREAS the Judgement of the Honourable Justice Pierre-C. Gagnon, J.S.C., of July 21, 2021 order the reopening of the debates (the “**Judgment**”);

WHEREAS the two issues in the Judgment concern: (i) the scope of the release stipulated at section 6 of the Settlement Agreement; and (ii) the question of bodily harm claims;

WHEREAS the Representative Plaintiff and the Defendants believe it is appropriate to modify the Settlement Agreement immediately in order to avoid the risks and delays which might be associated with the determination by the Court of these issues and to clarify them in the Settlement Agreement;

WHEREAS the modification of the Settlement Agreement provided for in the present Second Addenda does not affect or prejudice in any way the rights and obligations of the Class Members;

NOW THEREFORE, the parties hereto respectively declare as follows:

1. The Settlement Agreement is amended by inserting the following text after section 6.3:

6.4 No Release for Bodily Harm Claims. The release of claims in the present Settlement Agreement does not include claims for bodily harm

that could be associated with the recalled chest of drawers.

6.5 No Waiver of IKEA Recall Benefits. For avoidance of doubt, the release of claims in the present Settlement Agreement does not constitute, for class members who did not file a claim, a waiver to the Recall Benefits implemented by IKEA on June 26, 2016 (still in effect as specified at section 5.2 herein) for as long as IKEA's Recall Benefits remain in force.

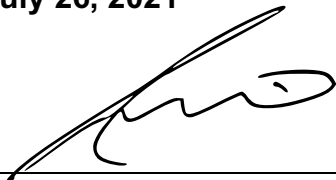
2. No other provisions of the Settlement Agreement or the first Addenda are to be affected or otherwise modified by the present Second Addenda.

IN WITNESS WHEREOF, the Parties hereto through their attorneys have signed on the dates and at the places detailed below.

ON BEHALF OF PLAINTIFF,
Dan Abicidan

Montreal, Quebec, Canada

July 26, 2021



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Class Counsel

ON BEHALF OF DEFENDANTS,
IKEA Canada Limited Partnership,
1137446 Ontario Inc., IKEA Limited,
IKEA Properties Limited, and Inter IKEA
Systems B.V.

Montreal, Quebec, Canada

July 26, 2021



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ORIGINAL

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N/D: JZ-108
