# Addendum to

# CANADIAN INTERIOR MOLDED DOORS NATIONAL SETTLEMENT AGREEMENT

Made as of November 3, 2023

Between

# DAVID REGAN and DÉVELOPPEMENT ÉMERAUDE INC.

(the "Plaintiffs")

and

### MASONITE INTERNATIONAL CORPORATION and MASONITE CORPORATION

(the "Settling Defendants")

(as revised on April 29, 2024)

## ADDENDUM TO CANADIAN INTERIOR MOLDED DOORS NATIONAL SETTLEMENT AGREEMENT

#### **RECITALS**

- A. WHEREAS the Parties to these Proceedings, the Plaintiffs, David Regan and Développement Émeraude Inc., and the Settling Defendants, Masonite International Corporation and Masonite Corporation (collectively, the "**Parties**"), reached a National Settlement Agreement dated November 3, 2023;
- B. WHEREAS the Parties have since identified two amendments that need to be made to the National Settlement Agreement;
- C. WHEREAS through this addendum, the Parties intend to make those two amendments to the National Settlement Agreement, and the Parties do not intend to affect any other part, Article, right, entitlement, burden, obligation, support or protection in the National Settlement Agreement, unless specifically stated herein;
- D. WHEREAS all defined terms in this addendum have the same meaning as those in the National Settlement Agreement, unless stated otherwise; and
- E. WHEREAS upon execution, this addendum will form an integral part of the National Settlement Agreement;

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, the Parties agree as follows:

#### **SECTION 1 – DEFINITIONS**

(1) The definition of the "Class Period" as provided at section 1(6) of the National Settlement Agreement and all corresponding references to the Class Period are amended to state and be consistent in their meaning with the following:

*Class Period* means March 1, 2014 to the date of the order certifying the Federal Action against the Settling Defendants for settlement purposes.

(2) Section 5.1(1)(f) of the National Settlement Agreement is amended as follows:

(f) the Quebec Plaintiff does not obtain a discontinuance of the Quebec Action against the Settling Defendants.

**DAVID REGAN** on his own behalf and on behalf of the Settlement Class that he proposes to represent, by his counsel

Name of Authorized Signatory:	Linda Visser
Signature of Authorized Signatory:	LIS
	Siskinds LLP
	Federal Counsel
DÉVELOPPEMENT ÉMERAUDE INC by their counsel	
Name of Authorized Signatory:	Caroline Perrault, lawyer
Signature of Authorized Signatory:	Siskinds Desmeules s.e.n.c.r.l.  Quebec Counsel

# **MASONITE INTERNATIONAL CORPORATION and MASONITE CORPORATION** by their counsel

Name of Authorized Signatory:

Antonio Di Domenico

Signature of Authorized Signatory:

Fasken Martineau DuMoulin LLP Counsel for the Settling Defendants