

DISTRIBUTION PROTOCOL
IN THE MATTER OF THE SALMON PRICE FIXING CLASS ACTION

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DEFINITIONS

1. Unless otherwise defined in this distribution process protocol ("Distribution Protocol"), all other capitalized terms used herein shall have the same meaning as in the Settlement Agreement executed between the parties dated September 22, 2023 ("Settlement Agreement").
2. For the purpose of this Distribution Protocol:
 - (a) **Claim Form** means the online form that a Settlement Class member must complete and submit before the Claims Filing Deadline in order to be considered for settlement benefits under this Distribution Protocol.
 - (b) **Claims Filing Deadline** means the date by which Claim Forms must be submitted online in order for Settlement Class members to be considered for settlement benefits under this Distribution Protocol, which date shall be four (4) months after the Notice of Settlement Approval is disseminated.
 - (c) **Direct Settlement Benefits** means the Net Settlement Amount, after deduction of the *cy-pres* allocation, available for distribution to eligible Settlement Class Members as described in paragraph 9.
 - (d) **Net Settlement Amount** mean the aggregate of the Settlement Amount recovered pursuant to the Settlement Agreement, plus any accrued interest, less:
 - (i) Class Counsel Fees and Class Counsel Disbursements as approved by the Federal Court;
 - (ii) Administration Expenses;
 - (iii) the entitlements of the litigation funder, Claims Funding Australia Pty Ltd.;

- (iv) all taxes (including interest and penalties) accruable with respect to the income earned by the Settlement Amount; and
 - (v) any other deductions approved by the Federal Court.
- (e) ***Salmon Purchases*** means the sale price paid by a Settlement Class member for farmed Atlantic salmon and products containing or derived from farmed Atlantic salmon purchased in Canada between April 10, 2013 and February 20, 2019, less any rebates or discounts, delivery or shipping charges, and taxes.

GENERAL PRINCIPLES OF THE ADMINISTRATION

3. The procedures set forth herein are intended to govern the administration of the Settlement Agreement. The procedures are intended to be expeditious, cost effective and "user-friendly", and to minimize Administration Expenses and the burden on Settlement Class members.
4. The administration shall:
 - (a) be carried out by Class Counsel acting as the claims administrator;
 - (b) implement and conform to the Settlement Agreement, orders of the Courts and this Distribution Protocol;
 - (c) employ secure, paperless, web-based systems with electronic filing and record-keeping wherever possible; and
 - (d) rely on the sales information provided by the Defendants wherever possible.
5. Settlement Class members seeking compensation must disclose and give credit for any compensation received through other proceedings or private out-of-class settlements in relation to their purchases of Salmon, unless by such proceedings or private out-of-class settlements the Settlement Class member's claim was released in its entirety, in which

case the Settlement Class member shall be deemed ineligible for any further compensation.

DISTRIBUTION OF NET SETTLEMENT FUNDS

***Cy Près* Distribution**

6. Subject to paragraph 7, indirect compensation in the amount of \$250,000 will be provided for the benefit of those Settlement Class members who are not eligible for direct payment through a *cy près* payment to Food Banks Canada. The \$250,000 *cy près* payment shall be made from the Net Settlement Amount.
7. The *cy pres* payment shall be less any amounts payable to the Fonds d'aide aux actions collectives, pursuant to section 42 of the *Act respecting the Fonds d'aide aux actions collectives*, CQLR c. F-3.2.0.1.1 and calculated in accordance with Article 1. (2°) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, R.S.Q. c. F-3.2.0.1.1, r. 2. For the purposes of calculating the amount payable to the Fonds d'aide aux actions collectives, 23% of the *cy pres* payment will be notionally allocated to Quebec.¹
8. The *cy près* funds must be used for the purposes disclosed in the proposal submitted to Class Counsel, and Food Banks Canada must report to Class Counsel on how the monies have been used.

Direct Settlement Benefits Available to Settlement Class Members

9. The Direct Settlement Benefits will be distributed to qualifying Settlement Class members *pro rata* (proportionally) based on the volume of the qualifying Settlement

¹ 23% represents that portion of the Canadian population that resides in Quebec based on information from Statistics Canada's website.

Class member's Salmon Purchases as against the total volume of all qualifying Settlement Class members' Salmon Purchases.

10. The amount of Settlement Class members' Salmon Purchases will be finally determined by Class Counsel, with no right of appeal or review, based on purchase information submitted by the Settlement Class member, or where available, sales data provided by the Defendants pursuant to the terms of the Settlement Agreement.
11. In order to apply for Direct Settlement Benefits, Settlement Class members must prove Salmon Purchases of at least CAD\$1,000,000.
12. The value of a Settlement Class Member's Salmon Purchases will be converted from the original currency to CAD, at the average Bank of Canada rate for that currency between April 10, 2013 and February 20, 2019.

Directions from the Federal Court

13. Class Counsel can seek directions from the Federal Court with respect to the distribution of the Net Settlement Funds to ensure a fair and cost-effective distribution of the Net Settlement Funds.

THE CLAIMS PROCESS

Online Claims Portal

14. Class Counsel shall create an online claims process that Settlement Class Members can access in order to file a Claim.
15. The online claims process shall contain a link to the Claim Form, in accordance with paragraph 166 below.

The Claim Form

16. The Claim Form shall require Settlement Class members to provide:
 - (a) the Settlement Class member's name and contact information;

- (b) where the Defendants have provided intelligible purchase information in respect of a Settlement Class member, no further information is required in respect of those purchases;
- (c) where the Defendants have not provided intelligible purchase information in respect of a Settlement Class member and/or the Settlement Class member is claiming for additional purchases not disclosed in the Defendants' purchase information, the Settlement Class member must: (1) disclose the value of its Salmon Purchases in Canadian dollars; and (2) provide electronic transactional data between April 10, 2013 to February 20, 2019 that discloses: (i) the date of purchase; (ii) the dollar value of the purchase, excluding any delivery or shipping charges and taxes; (iii) the currency in which the purchase was made; (iv) any rebates or discounts; and (v) product description in sufficient detail to readily identify the product being purchased. If electronic transactional data is not available, the Settlement Class member should contact Class Counsel for alternative forms of proof of purchase;
- (d) disclosure about whether the Settlement Class member or any entity related to the Settlement Class member has received compensation through other proceedings or private out-of-class settlements and/or provided a release in respect of any of the Settlement Class member's Salmon Purchases, and provide details of the compensation received and the claims released;
- (e) if the Claim is submitted by a related entity (i.e., a parent company claiming on behalf of a subsidiary or affiliate), the related party must provide a signed authorization in the form attached hereto as Schedule "A" from that Settlement Class member at the time the Claim is filed;

- (f) if the Claim is submitted by a third-party on behalf of a Settlement Class member (i.e., a third-party claims services or a lawyer of their own choosing), the third-party must provide a signed authorization in the form attached hereto as Schedule “B” from that Settlement Class member at the time the Claim is filed;
 - (g) authorization for the Class Counsel to contact the Settlement Class member or its representative, as Class Counsel deems appropriate, for more information; and
 - (h) a declaration that the information submitted in the Claim Form is true and correct.
17. For the purposes of paragraph 16(b) and (c), Settlement Class Members for whom the Defendants have provided purchase information will receive a letter setting out the Settlement Class member's purchase information and/or indicating that the Defendants have not provided intelligible purchase information with respect to the Settlement Class member. Settlement Class Members will have the option to confirm the purchase information submitted or submit additional information as required by paragraph 16(b).

Assistance in Filing a Claim

18. Settlement Class members can contact Class Counsel, at no charge, with questions about how to complete a Claim Form.
19. Settlement Class members may utilize third-party claims services, a lawyer of their own choosing, or similar services to file Claim Form. If a Settlement Class member chooses to use a third-party claims service, a lawyer of their own choosing, or similar services, the Settlement Class member will be responsible for any and all expenses incurred in doing so.

Deficiencies

20. Where a Claim Form contains minor omissions or errors, Class Counsel shall correct such omissions or error if the information necessary to correct the error or omission is readily available to Class Counsel.
21. Class Counsel may make inquiries of the Settlement Class member or its representative in the event of any concerns, ambiguities, or inconsistencies in the Claim Form, and shall provide the Settlement Class member an opportunity to make such corrections as necessary.
22. Settlement Class members shall have fourteen (14) days from the day upon which Class Counsel notifies the Settlement Class member of concerns, ambiguities or inconsistencies in the Claim Form to make the necessary corrections to their Claim Form.

Adjustments to Claims Process and Extension of the Claims Filing Deadline

23. Class Counsel may extend the Claims Filing Deadline and/or the deadline for responding to deficiencies, or otherwise adjust the claims process. Class Counsel may extend the Claims Filing Deadline and/or the deadline for responding to deficiencies and/or adjust the claims process if, in their opinions, doing so will not adversely affect the fair and efficient administration of the Net Settlement Funds and it is in the best interests of the Settlement Class members to do so.

Class Counsel's Decision

24. In respect of each Settlement Class member who has filed a Claim Form in accordance with this Distribution Protocol, Class Counsel shall:
 - (a) determine whether the Settlement Class member is eligible to receive settlement benefits payable out of the Net Settlement Amount in accordance with the Settlement Agreement, orders of the Federal Court and this Distribution Protocol;

- (b) determine the total quantum of the Settlement Class member's Salmon Purchases, based on Settlement Class members' submitted purchase information and sales data received from the Defendants; and
 - (c) determine the Settlement Class member's *pro rata* entitlement to the Net Settlement Funds.
25. Class Counsel's decision will be final and binding upon the Settlement Class member and shall not be subject to any right of appeal or review.

Payment of Settlement Benefits

26. As soon as practicable after the claims evaluations are completed (and prior to the distribution of the Decision Notices), Class Counsel shall determine the particulars of the proposed distribution to each eligible Settlement Class Member.
27. Class Counsel shall pay approved claims as expeditiously as possible. Payments will be issued by cheque.
28. Along with the cheque, Class Counsel shall send a Decision Notice to the Settlement Class Member. The Decision Notice will advise the Settlement Class Member of Class Counsel's decision on the proposed distribution to that Settlement Class Member. There is no appeal or review of Class Counsel's decision, which is final and binding.
29. To the extent that the full Net Settlement Amounts are not paid out due to uncashed cheques, residual interest or otherwise:
- (a) Subject to paragraph 30, if the amount is equal to or less than \$20,000, such monies shall be paid *cy pres* to Food Banks Canada.
 - (b) If the amount is greater than \$20,000, further direction of the Federal Court will be sought.

30. The *cy pres* payment shall be less any amounts payable to the Fonds d'aide aux actions collectives, pursuant to section 42 of the *Act respecting the Fonds d'aide aux actions collectives*, CQLR c. F-3.2.0.1.1 and calculated in accordance with Article 1. (2°) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, R.S.Q. c. F-3.2.0.1.1, r. 2. For the purposes of calculating the amount payable to the Fonds d'aide aux actions collectives, 23% of the *cy pres* payment will be notionally allocated to Quebec.²

CLASS COUNSEL'S DUTIES AND RESPONSIBILITIES AS CLAIMS ADMINISTRATOR

Supervisory Powers of the Federal Court

31. Class Counsel shall administer the Settlement Agreement and this Distribution Protocol under the ongoing authority and supervision of the Federal Court.

Investment of Settlement Funds

32. The Settlement Amounts shall be held in a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, SC 1991, c 46) held at a Canadian financial institution.

Communication, Languages and Translation

33. All communications from Class Counsel to a Settlement Class Member shall be transmitted via email if an email address has been provided, or if an email address has not been provided, by regular mail.

Undeliverable Mail

34. Class Counsel shall have no responsibility for locating Settlement Class Members for any mail returned to Class Counsel as undeliverable.

² 23% represents that portion of the Canadian population that resides in Quebec based on information from Statistics Canada's website.

35. Class Counsel shall have the discretion, but is not required to reissue a payment to a Settlement Class Member that was returned as undeliverable, under such policies and procedures as Class Counsel deems appropriate. Any costs associated with locating current address information for the Settlement Class Member or reissuing payment shall be deducted from that Settlement Class Member's settlement benefits.

Settlement Expenses

36. Class Counsel will be entitled to charge the Settlement Fund expenses associated with administering the Settlement Fund, including but not limited to expenses such as postage and cheque expenses, but not for their time or any staff time spent on administration.

Fraudulent Claims

37. Class Counsel shall take reasonable steps to detect possible fraudulent conduct in respect of claims made under the Settlement Agreement. Class Counsel can reject a claim, in whole or in part, where, in Class Counsel's view, the Settlement Class Member has submitted false information or has otherwise engaged in fraudulent conduct.

Taxes

38. Class Counsel shall take all reasonable steps to minimize the imposition of taxes upon the Net Settlement Funds and shall pay any taxes imposed on such monies out of the Net Settlement Funds.

Reporting

39. Class Counsel shall provide any reports regarding the administration of the Settlement requested by the Federal Court.

Preservation and Disposition of Claim Submissions

40. Class Counsel shall preserve, in hard copy or electronic form, as the Class Counsel deems appropriate, Claim Forms, documents relating to the Claim Forms, and documents relating to the claims administration, including customer and sales information provided

by the Defendants, until three (3) years after all settlement monies or court awards have been paid out to Settlement Class Members, and at such time shall destroy such documents by shredding, deleting, or such other means as will render the materials permanently illegible, except to the extent that such documentation is required for tax or regulatory purposes.

Assistance to Class Counsel

41. Class Counsel shall have the discretion to enter into such contracts and obtain financial, accounting, and other expert assistance as are reasonably necessary in the implementation of the Settlement Agreement and this Distribution Protocol, provided that related expenses are approved by the Federal Court in advance.

Confidentiality

42. All information received from the Defendants or the Settlement Class Members is collected, used, and retained by the Class Counsel pursuant to the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5 for the purposes of administering the Settlement Agreement, including evaluating the Settlement Class Member's eligibility status under the Settlement Agreement. The information provided by the Defendants or Settlement Class Members is strictly private and confidential and will not be disclosed without the express written consent of the Defendant or Settlement Class Member, as the case may be, except in accordance with the Settlement Agreement, orders of the Federal Court and/or this Distribution Protocol.

Schedule “A” – Template Authorization for Claims Filed by Related Entities on behalf of a Settlement Class Member

This Schedule is to be completed only if the Claim is being submitted by a parent company claiming on behalf of a subsidiary or affiliate.

Contact Information for individual completing this authorization:

Name:	
Title/Position:	
Address:	
Email:	
Phone:	

I _____ [*name of Settlement Class member*]
authorize _____ [*name of representative*] to file
a claim in the Canadian Farmed Atlantic Salmon Class Action Distribution on my behalf.

I understand that all communications relating to the claim will be directed towards my representative and that any resulting payment will be issued to my representative.

DATED at _____ [*name of city*], in the Province of _____, this ____ day of _____, 2024.

Name

Signature

I have the authority to bind the corporation

Schedule “B” - Template Authorization for Claims Filed by a Representative (including a third-party claims service or lawyer of their own choosing) on behalf of a Settlement Class member

Contact Information for individual completing this authorization:

Name:	
Title/Position:	
Address:	
Email:	
Phone:	

I, _____ [*name of Settlement Class Member*] authorize _____ [*name of representative*] to file a Claim in the Farmed Atlantic Salmon Class Action Distribution on my behalf.

I understand that the claims filing process was designed to enable Settlement Class members to file claims without the assistance of an agent and that the Settlement Class member can contact the Class Counsel at no charge to ask questions about the claims filing process.

I have reviewed the information to be submitted by my representative as part of the claim Form, including the value of my Salmon Purchases. I understand that my representative will be claiming for Salmon Purchases in the amount of \$ _____. I can attest based on personal knowledge that the information to be submitted by the representative, including the amount claimed for Salmon Purchases, accurately reflects my business records.

I understand that all communications relating to the claim will be directed towards my representative and that any resulting payment will be issued to my representative.

DATED at _____ [*name of city*], in the Province of _____, this _____ day of _____, 2024.

Name

Signature

I have the authority to bind the corporation