

**DISTRIBUTION PROTOCOL
IN THE MATTER OF THE CANADIAN INTERIOR MOULDED DOORS
PRICE-FIXING CLASS ACTION**

INDEX

DEFINITIONS	2
DISTRIBUTION OF NET SETTLEMENT FUNDS.....	3
Direct Payments to Eligible Settlement Class Members.....	3
<i>Cy Près</i> Distribution	5
THE CLAIMS PROCESS	6
The Claim Form.....	6
Additional Information.....	6
Adjustments to Claims Process and Extension of the Claims Filing Deadline	6
Adjudication and Payment of Claims	7
Residual Funds.....	7
CLASS COUNSEL’S RESPONSIBILITIES AS CLAIMS ADMINISTRATOR.....	8
Supervisory Powers of the Federal Court	8
Communication, Languages and Translation	9
Undeliverable Mail.....	9
Administration Expenses.....	9
Taxes.....	9
Preservation and Disposition of Claim Submissions	9
Confidentiality	10

DEFINITIONS

1. For the purpose of this Distribution Protocol:

- (a) **Claim Form** means the form that a Settlement Class Member must complete and submit before the Claims Filing Deadline to be considered for settlement benefits under this Distribution Protocol.
- (b) **Claims Filing Deadline** means the date by which Claim Forms must be submitted for Settlement Class Members to be considered for settlement benefits under this Distribution Protocol, which date shall be 45 days after the notice advising Settlement Class Members of the claims process is disseminated.
- (c) **Claims Period** means March 1, 2014 to December 31, 2018.
- (d) **Class Counsel** means Siskinds LLP and Siskinds Desmeules s.e.n.c.r.l.
- (e) **Defendants** means JELD-WEN, Inc., JELD-WEN Holding, Inc., JELD-WEN of Canada, Ltd., Masonite International Corporation, and Masonite Corporation.
- (f) **Federal Court** means the Federal Court of Canada.
- (g) **Interior Molded Door** means an interior door made from a wood or fibreboard frame, a hollow or solid core, and two composite doorskins. Interior Molded Doors include single slabs, bifolds and pre-hung doors.
- (h) **Net Settlement Amount** mean the aggregate of the settlement amounts recovered pursuant to the Settlement Agreements, plus any accrued interest, less:
 - (i) Class Counsel fees and Class Counsel disbursements as approved by the Federal Court;
 - (ii) all disbursements, taxes and any other amounts incurred or payable by Class Counsel for the implementation of this Distribution Protocol, including the costs of notices;
 - (iii) all taxes (including interest and penalties) accruable with respect to the income earned by the settlement amounts; and

- (iv) any other deductions approved by the Federal Court.
- (i) **Relevant Purchases** means the total sale price paid by a Settlement Class Member for Interior Molded Doors in Canada during the Claims Period, less any rebates or discounts, delivery or shipping charges, and taxes.
- (j) **Settlement Agreements** means:
 - (i) the settlement with Masonite International Corporation and Masonite Corporation dated November 3, 2023.
 - (ii) the settlement with Jeld-Wen, Inc., Jeld-Wen Holding, Inc., and Jeld-Wen of Canada, Ltd., dated March 27, 2024.
- (k) **Settlement Class** or **Settlement Class Members** means all persons in Canada who purchased Interior Molded Doors in Canada from March 1, 2014 to [date - the date of the order certifying the action for settlement purposes as against the defendants], except:
 - (i) each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing; and
 - (ii) any Person who validly and timely opts out of the class action in accordance with the applicable order of the Federal Court.

DISTRIBUTION OF NET SETTLEMENT FUNDS

Direct Payments to Eligible Settlement Class Members

2. Subject to paragraph 3, to facilitate a cost-effective claims process, to qualify for payments:
 - (a) the Settlement Class Member must be disclosed in the Defendants' sales data (provided in accordance with terms of the Settlement Agreements) as having purchased Interior Molded Doors directly from the Defendants during the Claims Period;

- (b) the Settlement Class Member's Relevant Purchases must total at least CDN\$400,000; and
 - (c) the Settlement Class Member must file a valid and timely Claim Form.
- 3. If Class Counsel are of the view after receiving the Defendants' sales data that the proposed distribution would result in an unfair or unreasonable distribution of the Net Settlement Funds, Class Counsel may seek further directions from the Federal Court.
- 4. If sales data is not available for the complete Claims Period, Class Counsel may use the sales data provided (including sales data outside the Claims Period) to extrapolate purchases during the Claims Period.
- 5. The Net Settlement Funds (less the *cy près* payment contemplated in paragraph 8 below) will be distributed to qualifying Settlement Class Members based on the value of the eligible Settlement Class Member's Relevant Purchases as against the total value of all eligible Settlement Class Members' Relevant Purchases. By way of example, if a Settlement Class Member's Relevant Purchases were \$2 million and the total value of all eligible Settlement Class Members' Relevant Purchases was \$40 million, that Settlement Class Member would be entitled to 5% (\$2 million / \$40 million) of the available Net Settlement Funds.
- 6. Where applicable, the value of a Settlement Class Member's Relevant Purchases will be converted from the original currency to Canadian (CDN) dollars, at the average Bank of Canada rate for that currency during the Claims Period.
- 7. 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 Interior Molded Doors, 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.

Cy Près Distribution

8. In recognition that not all Settlement Class Members are eligible for direct payments, a *cy près* (charitable) payment will be made in the amount of CDN\$100,000 to Habitat for Humanity Canada. The CDN\$100,000 *cy près* payment will be made from the Net Settlement Amount and is subject to a withholding as per paragraph 9 below.
9. The *cy près* 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 Settlement Class Members.¹
10. The *cy près* funds must be used for the purposes disclosed in the proposal submitted by Habitat for Humanity to Class Counsel, and Habitat for Humanity must report to Class Counsel on how the monies have been used. Subject to the consent of Class Counsel, the funds must be spent within two years of receipt.

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

THE CLAIMS PROCESS

The Claim Form

11. Class Counsel shall send each potentially eligible Settlement Class Member a Claim Form that includes their Relevant Purchases as disclosed in the sales data provided by the Defendants pursuant to the terms of the Settlement Agreements. The Claim Form shall require Settlement Class Members to:
 - (a) confirm the Settlement Class Member's name and current contact information;
 - (b) confirm the Settlement Class Member's Relevant Purchases as disclosed in the sales data provided by the Defendants pursuant to the Settlement Agreements;
 - (c) disclose 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 Relevant Purchases, and provide details of the compensation received and the claims released; and
 - (d) authorize Class Counsel to contact the Settlement Class Member for more information.

Additional Information

12. Class Counsel may make inquiries of the Settlement Class Member if additional information is needed in respect of the claim. Settlement Class Members shall have fourteen (14) days to provide the additional information requested, failing which Class Counsel may deny the claim in whole or in part.

Adjustments to Claims Process and Extension of the Claims Filing Deadline

13. Class Counsel may extend the Claims Filing Deadline and/or the deadline for providing any additional information requested or otherwise adjust the claims process if, in their opinion, doing so will not adversely affect the fair and efficient administration of the Net Settlement Funds.

Adjudication and Payment of Claims

14. 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 Direct Settlement Benefits in accordance with the Settlement Agreements, orders of the Federal Court and this Distribution Protocol;
 - (b) determine the total quantum of the Settlement Class Member's Relevant Purchases, based on sales data received from the Defendants pursuant to the terms of the Settlement Agreements; and
 - (c) determine the Settlement Class Member's *pro rata* entitlement to the Net Settlement Funds.
15. Class Counsel can reject a claim, in whole or in part, where, in Class Counsel's view, the Settlement Class Member has submitted false or incomplete information.
16. Class Counsel will issue decision notices to Settlement Class Members who filed a Claim Form. The decision notice will advise the Settlement Class Member of Class Counsel's decision on the matters set out in paragraph 14 above. Where the claim is approved, Class Counsel will include payment by cheque.
17. 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.

Residual Funds

18. 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 19, if the amount is equal to or less than CDN\$10,000, such monies shall be paid *cy près* to Habitat for Humanity.

(b) If the amount is greater than CDN\$10,000, further direction of the Federal Court will be sought.

19. The *cy près* 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, the portion of the remainder (if any) that will be allocated to Quebec Settlement Class Members will be:

(a) the actual uncashed payments to Settlement Class Members located in Quebec;
and

(b) 23% of any other residual amount, less uncashed payments to Settlement Class Members located outside Quebec.

By way of example, if the remainder is CDN\$8,000, on which CDN\$2,000 relates to uncashed payments to Settlement Class Members located in Quebec and CDN\$1,000 relates to uncashed payments to Settlement Class Members located outside Quebec, the amount payable to the Fonds shall be calculated based on CDN\$3,150 (CDN\$2,000 + 23% of CDN\$5,000).

CLASS COUNSEL'S RESPONSIBILITIES AS CLAIMS ADMINISTRATOR

Supervisory Powers of the Federal Court

20. Class Counsel shall administer the Settlement Agreements and this Distribution Protocol under the ongoing authority and supervision of the Federal Court and may seek directions from the Federal Court as needed.

21. Class Counsel shall provide any reports regarding the administration of the Distribution Protocol requested by the Federal Court.

Communication, Languages and Translation

22. 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.
23. Class Counsel will respond to Settlement Class Members' inquiries in English or French, as the Settlement Class Member elects.
24. In the event of any dispute as to the interpretation or application of this Distribution Protocol, only the English version shall be considered.

Undeliverable Mail

25. Class Counsel have no responsibility for locating Settlement Class Members for any mail returned to Class Counsel as undeliverable.
26. Class Counsel 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 will be deducted from that Settlement Class Member's settlement benefits.

Administration Expenses

27. Class Counsel may recover any out-of-pocket expenses (such as notice costs, postage, accounting fees for preparing tax returns, etc.) from the settlement amounts as incurred.

Taxes

28. Class Counsel shall take all reasonable steps to minimize the imposition of taxes upon the settlement amounts and shall pay any taxes imposed on such monies out of the settlement amounts.

Preservation and Disposition of Claim Submissions

29. 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 sales data provided by the Defendants, until three (3) years after payments 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.

Confidentiality

30. All information received from the Defendants or the Settlement Class Members will be 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 Distribution Protocol, including evaluating the Settlement Class Member's eligibility status under the Distribution Protocol. 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 Agreements, orders of the Federal Court and/or this Distribution Protocol.