

Federal Court



Cour fédérale

Date: 20231006

Docket: T-1664-19

Montréal, Quebec, October 6, 2023

PRESENT: Mr. Justice Gascon

*PROPOSED CLASS PROCEEDING*

BETWEEN:

**IRENE BRECKON and GREGORY SILLS**

**Plaintiffs**

and

**CERMAQ CANADA LTD., CERMAQ GROUP AS,  
CERMAQ NORWAY AS, CERMAQ US LLC, GRIEG SEAFOOD  
ASA, GRIEG SEAFOOD B.C. LTD., LERØY SEAFOOD GROUP ASA, LERØY  
SEAFOOD USA, INC., MARINE HARVEST ATLANTIC CANADA  
INC., MOWI ASA, MOWI CANADA WEST INC., MOWI DUCKTRAP, LLC, MOWI  
USA, LLC, NOVA SEA AS, OCEAN QUALITY  
AS, OCEAN QUALITY NORTH AMERICA INCORPORATED,  
OCEAN QUALITY PREMIUM BRANDS, INC., OCEAN QUALITY  
USA INC., and SALMAR ASA**

**Defendants**

**ORDER**

**Certification and Notice Approval**

UPON MOTION made by the Plaintiffs for an Order approving the notice of certification and settlement approval hearing [Notice of Certification and Settlement Approval

Hearing] and the plan of dissemination of said notice [Notice Plan] and certifying this Action as a class proceeding for settlement purposes only;

**AND UPON** considering that a notice of settlement approval hearing must be given to the members of the Settlement Class before the settlement can be approved by the Court;

**AND UPON** having reviewed the materials filed, including the settlement agreement made as of September 22, 2023, attached to this Order as Schedule “A” [Settlement Agreement] as well as the proposed Notice of Certification and Settlement Approval Hearing and Notice Plan;

**AND UPON** being advised that the Plaintiffs and Settling Defendants (who comprise all of the Defendants named in this Action) consent to this Order;

**AND UPON** having heard the submissions of counsel for the Parties at a hearing held by videoconference on October 6, 2023;

**THIS COURT ORDERS that:**

1. For the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. This Action is certified as a class proceeding as against the Settling Defendants for settlement purposes only.
3. The class of “Settlement Class” is certified as follows:

All Persons in Canada who purchased farmed Atlantic salmon and products containing or derived from farmed Atlantic salmon purchased or sold in Canada from April 10, 2013, to the date of this Order, except the Excluded Persons and any Opt-Out.

4. Irene Breckon and Gregory Sills are appointed as representative plaintiffs for the Settlement Class.

5. The following issue is common to the Settlement Class:

Did the Settling Defendants conspire to fix, maintain, increase or control the price of Salmon directly or indirectly during the Class Period? If so, what damages, if any, did Settlement Class members suffer?

6. Putative Settlement Class members may opt-out of this Action by sending a written request to opt-out to Class Counsel on or before the Opt-Out Deadline. The written election to opt out must be signed by the Person or the Person's designee and must include the following information:

(a) the Person's full name, current mailing and email addresses and telephone number;

(b) if the Person seeking to opt out is a corporation, the name of the corporation and the position of the Person submitting the request to opt out on behalf of the corporation; and

(c) a statement to the effect that the Person wishes to be excluded from the Action.

7. Where the postmark is not visible or legible, the request to opt out shall be deemed to have been postmarked seven (7) business days prior to the date that it is received by Class Counsel.
8. Any putative Settlement Class member who validly opts out of this Action shall have no further right to participate in the Action or to share in the distribution of any funds received as a result of the Settlement Agreement.
9. No further right to opt out of this Action will be provided.
10. Within thirty (30) days of the Opt-Out Deadline, Class Counsel shall provide to the Settling Defendants a report containing the names of each Person who has validly and timely opted out of this Action and a summary of the information delivered by such Persons pursuant to paragraph 6 above.
11. This Order and any reasons given by the Court in connection with it and the certification of this Action for settlement purposes are without prejudice to the Settling Defendants' rights to contest certification or jurisdiction and/or to defend on the merits in respect of any other actions or proceedings, whether related or unrelated.
12. The Notice of Certification and Settlement Approval Hearing is hereby approved in the form attached to this Order as Schedule "B".
13. The Notice Plan is hereby approved in the form attached to this Order as Schedule "C".

14. The Notice of Certification and Settlement Approval Hearing shall be disseminated in accordance with the Notice Plan.
15. This Order shall be set aside, declared null and void and of no force and effect in respect of the Settling Defendants on subsequent motion made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.
16. No costs are awarded on this motion.

“Denis Gascon”

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Judge

**SCHEDULE "A"**

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**DOCUMENT BEGINS ON THE FOLLOWING PAGE**

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**FARMED ATLANTIC SALMON CLASS ACTIONS  
SETTLEMENT AGREEMENT**

Made as of September 22, 2023

(the “**Execution Date**”)

Between

IRENE BRECKON, GREGORY SILLS, CLIFFORD CHIN,  
GEORGES LANGIS AND GENEVIEVE CHABOT

(the “**Plaintiffs**”)

and

CERMAQ CANADA LTD., CERMAQ GROUP AS, CERMAQ NORWAY AS,  
CERMAQ US LLC, GRIEG SEAFOOD ASA, GRIEG SEAFOOD BC LTD., GRIEG  
SEAFOOD SALES NORTH AMERICA INCORPORATED (FORMERLY KNOWN AS  
OCEAN QUALITY NORTH AMERICA INC.), GRIEG SEAFOOD SALES PREMIUM  
BRANDS INC. (FORMERLY KNOWN AS OCEAN QUALITY PREMIUM BRANDS INC.),  
GRIEG SEAFOOD SALES USA INC. (FORMERLY KNOWN AS OCEAN QUALITY USA  
INC.), LERØY SEAFOOD AS, LERØY SEAFOOD USA INC., MARINE HARVEST  
ATLANTIC CANADA INC., MOWI ASA, MOWI CANADA WEST INC., MOWI  
DUCKTRAP, LLC, MOWI USA, LLC, NOVA SEA AS, and SALMAR ASA, and SJØR AS  
(FORMERLY KNOWN AS OCEAN QUALITY AS)

(the “**Settling Defendants**”)

**FARMED ATLANTIC SALMON CLASS ACTIONS  
SETTLEMENT AGREEMENT**

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**FARMED ATLANTIC SALMON CLASS ACTIONS  
SETTLEMENT AGREEMENT**

**RECITALS**

- A. WHEREAS the Proceedings have been commenced by the Plaintiffs;
- B. AND WHEREAS the Proceedings allege (or formerly alleged) that the Defendants and unnamed co-conspirators participated in an unlawful conspiracy to fix, maintain, increase or control the price of Salmon from April 10, 2013 to the date of certification, contrary to Part VI of the *Competition Act* and the common law and/or the civil law;
- C. AND WHEREAS the Federal Court Action has been discontinued against the Defendants Bremnes Seashore AS, Scottish Sea Farms Ltd., Nordlaks Holding AS, Nordlaks Oppdrett AS, Leroy Seafood Group ASA, Alsaker AS and Alsaker Fjordbruk AS;
- D. AND WHEREAS the BC Action has been discontinued against the Defendants Bremnes Seashore AS, Alsaker AS and Alsaker Fjordbruk AS;
- E. AND WHEREAS the Quebec Action has been discontinued against the Defendant Scottish Sea Farms Ltd.;
- F. AND WHEREAS the Settling Defendants and Releasees do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged in the Proceedings and deny all liability and assert that they have complete defences in respect of the merits of the Proceedings or otherwise;
- G. AND WHEREAS despite their belief that they are not liable in respect of the claims as alleged or previously alleged in the Proceedings, and have good and reasonable defences in respect of jurisdiction and the merits, the Settling Defendants are entering into this Settlement Agreement in order to achieve a final and nation-wide resolution of all claims which have been asserted or which could have been asserted against the Releasees by the Plaintiffs and the Settlement Class in the Proceedings, and to avoid further expense, inconvenience, the distraction of burdensome and protracted litigation, and the risks associated with trials and appeals;
- H. AND WHEREAS Counsel for the Settling Defendants and Class Counsel have engaged in arm's-length settlement discussions and negotiations, resulting in this Settlement Agreement with respect to the Proceedings;
- I. AND WHEREAS the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, and having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Settlement Class they seek to represent;

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J. AND WHEREAS the Plaintiffs, Class Counsel and the Settling Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Releasees or evidence of the truth of any of the Plaintiffs' allegations against the Releasees, which allegations are expressly denied by the Releasees;

K. AND WHEREAS the Parties therefore wish to, and hereby do, finally resolve on a national basis, without admission of liability, all of the Proceedings as against the Releasees;

L. AND WHEREAS the Plaintiffs assert that they are adequate class representatives for the Settlement Class and will seek to be appointed representative plaintiffs;

M. AND WHEREAS the Settling Defendants do not hereby attorn to the jurisdiction of Federal Court or any other court or tribunal in respect of any civil, criminal or administrative process except to the extent they have previously done so in the Proceedings and as is expressly provided in this Settlement Agreement with respect to the Proceedings;

N. AND WHEREAS the Parties consent to certification of the Federal Court Action for the sole purpose of implementing this Settlement Agreement, as provided for in this Settlement Agreement, on the express understanding that such certification shall not derogate from the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason;

O. AND WHEREAS as a result of their settlement discussions and negotiations, the Settling Defendants and the Plaintiffs have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Settling Defendants and the Plaintiffs, both individually and on behalf of the Settlement Class the Plaintiffs seek to represent;

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, it is agreed by the Parties that the Federal Court Action be settled and dismissed with prejudice as against the Settling Defendants and Releasees and that the BC Action and Quebec Action be discontinued, all without costs as to the Plaintiffs, the Settlement Class they seek to represent and the Settling Defendants, subject to the approval of the Federal Court, on the following terms and conditions:

#### SECTION 1 – DEFINITIONS

For the purpose of this Settlement Agreement only, including the recitals and schedules

(1) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices and the costs of claims administration, but excluding Class Counsel Fees and Class Counsel Disbursements.

(2) **Affiliates**, with respect to a company, includes all other entities which, whether directly or indirectly, (i) are controlled by that company, (ii) are under common control with that company or

(iii) control that company. The term "control" as used in this definition means the power to individually or jointly with another entity direct or cause the direction of the management and the policies of an entity, whether through the ownership of a majority of the outstanding voting rights or otherwise.

(3) **Approval Hearing** means the hearing brought by Class Counsel for the Federal Court's approval of the settlement provided for in this Settlement Agreement.

(4) **BC Action** means the proceeding filed in the BC Supreme Court listed in Schedule "A" to this Settlement Agreement.

(5) **BC Plaintiff** means Clifford Chin.

(6) **Claims Administrator** means the firm proposed by the Plaintiffs and appointed by the Federal Court to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol, and any employees of such firm. Alternatively, if Class Counsel determines that it would be more cost-effective to administer the Settlement Amount themselves, Claims Administrator means Class Counsel.

(7) **Class Counsel** means Siskinds LLP, Siskinds Desmeules s.e.n.c.r.l., Sotos LLP and Koskie Minsky LLP.

(8) **Class Counsel Disbursements** include the disbursements and applicable taxes incurred by Class Counsel in the prosecution of the Proceedings, as well as any adverse costs awards issued against the Plaintiffs in any of the Proceedings.

(9) **Class Counsel Fees** means the fees of Class Counsel, and any applicable taxes or charges thereon, including any amounts payable as a result of the Settlement Agreement by Class Counsel or the Settlement Class to any other body or Person, in relation to legal fees.

(10) **Class Period** means April 10, 2013 to the date of the order certifying the Federal Court Action against the Settling Defendants for settlement purposes.

(11) **Common Issue** means: Did the Settling Defendants conspire to fix, maintain, increase or control the price of Salmon directly or indirectly during the Class Period? If so, what damages, if any, did Settlement Class members suffer?

(12) **Counsel for the Settling Defendants** means the counsel listed for the Defendants in section 12.17 of the Settlement Agreement.

(13) **Defendants** means the entities currently or formerly named as defendants in the Proceedings as set out in Schedule "A" to this Settlement Agreement. For greater certainty, Defendants includes, without limitation, the Settling Defendants, the other Releasees who are named as Defendants, and Defendants in respect of whom one or more of the Proceedings has been discontinued.

(14) **Distribution Protocol** means the plan for distributing the Settlement Amount and accrued interest, in whole or in part, as proposed by Class Counsel and as approved by the Federal Court.

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- (15) **Effective Date** means the date when the Settlement Approval Order has become a Final Order and the discontinuances have been entered by Class Counsel with the BC Supreme Court in the BC Action and the Quebec Superior Court in the Quebec Action.
- (16) **Execution Date** means the date on the cover page as of which the Parties have executed this Settlement Agreement.
- (17) **Excluded Person** means 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.
- (18) **Federal Court Action** means the two actions commenced in the Federal Court and eventually consolidated in Court File T-1664-19, as listed in Schedule "A" to this Settlement Agreement.
- (19) **Federal Court Plaintiffs** means Irene Breckon and Gregory Sills.
- (20) **Final Order** means the Settlement Approval Order that either (i) has not been appealed before the time to appeal such order has expired, if an appeal lies, or (ii) has been affirmed upon a final disposition of all appeals. For further certainty, any order made by the Federal Court approving this Settlement Agreement will not become a Final Order until the time to appeal such an order has expired without any appeal having been taken or until the order has been affirmed upon a final disposition of all appeals.
- (21) **Fonds d'aide** means the Fonds d'aide aux actions collectives in Quebec which is entitled to receive the value in dollars of a percentage of the share of any cy pres distribution that would otherwise be allocated to the Quebec class members pursuant to the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*.
- (22) **Notice of Certification and Settlement Approval Hearing** means the form of notice attached to the Notice Plan at **Schedule "D"** to this Settlement Agreement and as approved by the Federal Court, to inform the Settlement Class of: (i) certification for settlement purposes of the Federal Court Action; (ii) the process by which Settlement Class members may opt-out of the Settlement Agreement; (iii) the date and location of the Approval Hearing; (iv) the principal elements of the Settlement Agreement; and (v) the process by which Settlement Class members may object to the Settlement Agreement.
- (23) **Notice of Settlement Approval** means the form of notice agreed to by the Plaintiffs and the Settling Defendants, or such other forms of notice as may be approved by the Federal Court, which informs the Settlement Class of: (i) the approval of this Settlement Agreement; and (ii) the process by which Settlement Class members may apply to obtain compensation from the Settlement Amount.
- (24) **Opt-Out** means a prospective Settlement Class member who has submitted a valid written election to opt-out of the Settlement Agreement by the Opt-Out Deadline.

- (25) **Opt-Out Deadline** means thirty (30) days from the dissemination of the Notice of Certification and Settlement Approval Hearing.
- (26) **Other Actions** means actions or proceedings, excluding the Proceedings, relating to the Released Claims, commenced by a Settlement Class member either before or after the Effective Date.
- (27) **Party or Parties** means the Plaintiffs, Settlement Class members (where appropriate) or the Settling Defendants.
- (28) **Person** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- (29) **Plaintiffs** means the BC Plaintiff, Federal Court Plaintiffs and Quebec Plaintiffs.
- (30) **Proceedings** means the BC Action, Federal Court Action and the Quebec Action.
- (31) **Purchase Price** means the sale price paid by direct purchaser Settlement Class members for Salmon purchased in Canada during the Class Period, less any rebates, delivery or shipping charges, taxes and any other form of discounts.
- (32) **Quebec Action** means the proceeding filed in the Quebec Superior Court listed in Schedule "A" to this Settlement Agreement.
- (33) **Quebec Plaintiffs** means Georges Langis and Geneviève Chabot.
- (34) **Released Claims** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature (whether or not any Settlement Class member has objected to this Settlement Agreement or makes a claim upon or received a payment from the Settlement Amount, whether directly, representatively, derivatively or in any other capacity), whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees and Class Counsel Disbursements), known or unknown, suspected or unsuspected, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, that any of the Releasors ever had, now have or hereafter can, shall or may have on account of, or in any way related to the purchase, sale, pricing, discounting, producing, marketing, offering or distributing of Salmon, including all claims for consequential, subsequent or follow-on harm that arises after the date hereof in respect of any agreement, combination, conspiracy or conduct that occurred prior to the date hereof, including the conduct alleged (or which was previously or could have been alleged) in the Proceedings. However, nothing herein shall be construed to release any claims of direct purchasers involving direct purchases of farmed Atlantic salmon outside Canada, any claims of indirect purchasers involving indirect purchases of farmed Atlantic salmon outside of Canada, or any claims involving negligence, personal injury, failure to deliver goods, damaged or delayed goods, product defect,

securities, or other similar claim relating to Salmon but not relating to alleged anticompetitive conduct.

(35) **Releasees** means, jointly and severally, solidarily, individually and collectively, the Defendants, their Affiliates, and any named or unnamed co-conspirators, and each of their respective past and present, direct and indirect, parents, subsidiaries, partners, insurers, divisions, branches, associates, joint ventures, franchisees, dealers, and all other Persons, partnerships or corporations with whom any of the foregoing have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, mandataries, shareholders, attorneys, trustees, insurers, servants and representatives, members and managers, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.

(36) **Releasors** means, jointly and severally, solidarily, individually and collectively, the Plaintiffs and the Settlement Class on behalf of themselves and any Person or entity claiming by or through them including a parent, subsidiary, affiliate, predecessor, successor, shareholder, partner, director, owner of any kind, agent, principal, employee, contractor, attorney, heir, executor, administrator, insurer, devisee, assignee, or representative of any kind, other than any Opt-Out.

(37) **Salmon** means farmed Atlantic salmon and products containing or derived from farmed Atlantic salmon purchased or sold in Canada during the Class Period.

(38) **Settlement Agreement** means this agreement, including the recitals and schedules.

(39) **Settlement Amount** means the sum of five million two hundred fifty thousand Canadian dollars (CAD \$5,250,000).

(40) **Settlement Approval Order** means the form of order approving the Settlement Agreement at **Schedule “C”** to this Settlement Agreement.

(41) **Settlement Class** means all persons in Canada who purchased Salmon during the Class Period except the Excluded Persons and any Opt-Out.

(42) **Settling Defendants** means Cermaq Canada Ltd., Cermaq Group AS, Cermaq Norway AS, Cermaq US LLC (the “**Cermaq Defendants**”); Grieg Seafood ASA, Grieg Seafood BC Ltd., Grieg Seafood Sales North America Incorporated (formerly known as Ocean Quality North America Inc.), Grieg Seafood Sales Premium Brands, Inc. (formerly known as Ocean Quality Premium Brands Inc.), and Grieg Seafood Sales USA Inc. (formerly known as Ocean Quality USA Inc.) (the “**Grieg Defendants**”), Lerøy Seafood AS, Lerøy Seafood USA Inc. the (“**Lerøy Defendants**”), Marine Harvest Atlantic Canada Inc., Mowi ASA, Mowi Canada West Inc., Mowi Ducktrap, LLC, Mowi USA, LLC (the “**Mowi Defendants**”), Nova Sea AS (the “**Nova Sea Defendant**”), SalMar ASA (the “**SalMar Defendant**”), and Sjó AS (formerly known as Ocean Quality AS) (the “**Sjó Defendant**”).

(43) **Trust Account** means 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

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under the control of Siskinds LLP or the Claims Administrator, once appointed, for the benefit of the Settlement Class or the Settling Defendants, as provided for in this Settlement Agreement.

## **SECTION 2 - SETTLEMENT APPROVAL**

### **2.1 Best Efforts**

(1) The Parties shall use their best efforts to implement this Settlement Agreement, to secure the prompt, complete and final dismissal with prejudice of the Federal Court Action, and to obtain discontinuances in the BC Action and the Quebec Action.

### **2.2 Motions for Approval**

(1) As soon as practical after the Settlement Agreement is executed, the Federal Court Plaintiffs shall file a motion before the Federal Court for an order certifying the Federal Court Action as a class proceeding for settlement purposes and approving the Notice Plan attached as **Schedule "D"** and the Notice of Certification and Settlement Approval Hearing attached to the Notice Plan as Schedule "A1". The order shall be substantially in the form attached as **Schedule "B"**.

(2) The Federal Court Plaintiffs shall file a motion before the Federal Court for an order approving this Settlement Agreement as soon as practicable after:

- (a) the order referred to in section 2.2(1) has been granted; and
- (b) the Notice of Certification and Settlement Approval Hearing has been published.

The order approving this Settlement Agreement shall be substantially in the form attached as Schedule "C".

(3) As soon as practical after the Execution Date, the Quebec Plaintiffs will move to discontinue the Quebec Action and the BC Plaintiff will file a discontinuance in the BC Action.

(4) This Settlement Agreement shall only become final on the Effective Date.

### **2.3 Pre-Motion Confidentiality**

(1) Until the motion required by section 2.2(1) is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior consent of Counsel for the Settling Defendants or Class Counsel, as the case may be, except as required for the purposes of financial reporting or the preparation of financial records (including tax returns and financial statements), as otherwise required by law, or as otherwise required to give effect to the terms of this Settlement Agreement.



### SECTION 3 – SETTLEMENT CONSIDERATION

#### 3.1 Payment of Settlement Amount

- (1) Within thirty (30) days following the Execution Date, or the date of receipt of the wire transfer information from Class Counsel, whichever is later, the Settling Defendants shall pay the Settlement Amount to Siskinds LLP for deposit into the Trust Account.
- (2) The Settling Defendants shall pay the Settlement Amount by wire transfer. Siskinds LLP shall provide the necessary wire transfer information to Counsel for the Settling Defendants in writing within ten (10) days following the Execution Date.
- (3) The Settlement Amount and other consideration to be provided in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Releasees.
- (4) The Settlement Amount represents the full amount to be paid pursuant to this Settlement Agreement and shall be all-inclusive of all amounts, including without limitation, Class Counsel Fees, Class Counsel Disbursements, any honoraria for the Plaintiffs, any distributed amounts to the Settlement Class, any cy pres donations, and Administration Expenses.
- (5) The Settling Defendants and other Releasees shall have no obligation to pay any amount in addition to the Settlement Amount to be paid by the Settling Defendants, for any reason, pursuant to or in furtherance of this Settlement Agreement, the Proceedings or any Other Actions.
- (6) Once a Claims Administrator has been appointed, Class Counsel shall transfer control of the related portion of the Trust Account to the Claims Administrator.
- (7) Class Counsel and/or the Claims Administrator shall maintain the Trust Account as provided for in this Settlement Agreement. While in control of the Trust Account, Class Counsel and/or the Claims Administrator shall not pay out all or part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Federal Court obtained after notice to the Parties.

#### 3.2 Taxes and Interest

- (1) Except as hereinafter provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Settlement Class and shall become and remain part of the Trust Account.
- (2) All taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be paid from the Trust Account. Class Counsel and/or the Claims Administrator shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.

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(3) The Settling Defendants shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned on the Settlement Amount or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, in which case the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid to the Settling Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel or the Claims Administrator.

#### SECTION 4 – OPTING OUT

##### 4.1 Procedure

(1) Class Counsel will seek approval from the Federal Court of the following opt-out process as part of the order certifying the Federal Court Action as a class proceeding for settlement purposes:

- (a) Persons seeking to opt-out of the Federal Court Action must do so by sending a written election to opt-out, signed by the Person or the Person's designee, by pre-paid mail, courier, or email to Class Counsel at an address to be identified in the notice described in the Notice Plan at Schedule "D".
- (b) An election to opt-out sent by mail or courier will only be valid if it is postmarked on or before the Opt-Out Deadline to the designated address in the notice described in the Notice Plan at Schedule "D". Where the postmark is not visible or legible, the election to opt-out shall be deemed to have been postmarked seven (7) business days prior to the date that it is received by Class Counsel.
- (c) The written election to opt-out must contain the following information in order to be valid:
  - (A) the Person's full name, current mailing and email address, and telephone number;
  - (B) if the Person seeking to opt-out is a corporation, the name of the corporation and the position of the Person submitting the request to opt-out on behalf of the corporation; and
  - (C) a statement to the effect that the Person wishes to be excluded from the Federal Court Action.
- (d) Any putative Settlement Class member who validly opts-out of the Federal Court Action shall be excluded from the Federal Court Action and the Class and will not have the opportunity to benefit from the Settlement Agreement.
- (e) Any putative Settlement Class member who does not validly opt-out of the Federal Court Action in the manner and time prescribed above, shall be deemed to have elected to participate in the Federal Court Action, including this Settlement Agreement.

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- (f) Within thirty (30) days of the Opt-Out Deadline, Class Counsel shall provide to the Settling Defendants a report containing the names of each Person who has validly and timely opted out of the Federal Court Action, the reasons for the opt-out, if known, and a summary of the information delivered by such Persons pursuant to this Section 4.1
- (2) The Parties will not, directly or indirectly, encourage or cause any Person to opt out of the Federal Court Action.

## **SECTION 5 – NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT**

### **5.1 Right of Termination**

- (1) In the event that:
- (a) the Federal Court declines to certify the Federal Court Action for settlement purposes as against the Settling Defendants or does so in a materially modified form;
  - (b) the Federal Court declines to dismiss the Federal Court Action;
  - (c) the Federal Court declines to approve this Settlement Agreement or any material part hereof;
  - (d) the Federal Court approves this Settlement Agreement in a materially modified form;
  - (e) the Federal Court issues a settlement approval order that is materially inconsistent with the terms of the Settlement Agreement or not substantially in the form attached to this Settlement Agreement as Schedule "C";
  - (f) the order approving this Settlement Agreement made by the Federal Court does not become a Final Order;
  - (g) the BC Plaintiff does not obtain a filed discontinuance of the BC Action; and/or
  - (h) the Quebec Plaintiffs do not obtain a filed order discontinuing the Quebec Action,
- the Plaintiffs and the Settling Defendants shall each have the right to terminate this Settlement Agreement on the grounds above (except that only the Settling Defendants shall have the right to terminate under subsections (b), (g) and (h)) by delivering a written notice pursuant to section 12.17, within thirty (30) days following an event described above.
- (2) In addition, if the Settlement Amount is not paid in accordance with section 3.1(1), the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to section 12.17, within thirty (30) days after such non-payment, or move before the Federal Court to enforce the terms of this Settlement Agreement.

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(3) Any order, ruling or determination made (or rejected) by the Federal Court with respect to the Distribution Protocol and/or Class Counsel Fees or Class Counsel Disbursements shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

## **5.2 If Settlement Agreement is Terminated**

(1) If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason:

- (a) no motion to certify the Federal Court Action as a class proceeding on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) the Parties will cooperate in seeking to have any issued order certifying the Federal Court Action as a class proceeding on the basis of the Settlement Agreement or approving this Settlement Agreement set aside and declared null and void and of no force or effect, and any Party (including the Settlement Class) shall be estopped from asserting otherwise; and
- (c) any prior certification of the Federal Court Action as a class proceeding on the basis of this Settlement Agreement, including the definitions of the Settlement Class and the Common Issue pursuant to this Settlement Agreement, shall be without prejudice to any position that any of the Parties or Releasees may later take on any issue in the Proceedings or Other Actions or other litigation.

(2) If the Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, Class Counsel shall, within thirty (30) business days of the written notice advising that the Settlement Agreement has been terminated in accordance with its terms, return to the Settling Defendants the Settlement Amount, plus all accrued interest thereon, less taxes paid on interest, and less any notice costs already incurred with respect to the notices described in section 9.1(1) and any costs already incurred with respect to translating the Settlement Agreement. The Settling Defendants will allocate the remaining Settlement Amount amongst themselves.

(3) Except as provided for in section 5.3, if the Settling Defendants or the Plaintiffs exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.

## **5.3 Survival of Provisions After Termination**

(1) If this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the provisions of sections 3.2(3), 5.2, 5.3, 7.1, 7.2, 9.1, 10.3(5), and 12.4, and the definitions and schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and schedules shall survive only for the limited purpose of the interpretation of sections 3.2(3), 5.2(3), 5.3, 7.1, 7.2, 9.1, 10.3(5), and 12.4 within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement

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Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

## **SECTION 6 – RELEASES AND DISMISSALS**

### **6.1 Release of Releasees**

(1) Upon the Effective Date, and in consideration of payment of the Settlement Amount, and for other valuable consideration set forth in the Settlement Agreement, the Releasers: (a) shall have forever and absolutely released the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have; (b) shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Releasees; and (c) agree and covenant not to sue any of the Releasees on the basis of any Released Claims or to assist any third party in commencing or maintaining any suit against any Releasees related in any way to Released Claims.

(2) The Plaintiffs and Settlement Class acknowledge that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Proceedings and the Settlement Agreement, and it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of additional or different facts.

### **6.2 Release by Releasees**

(1) Upon the Effective Date, each Releasee forever and absolutely releases each of the other Releasees from any and all claims for contribution or indemnity with respect to the Released Claims.

### **6.3 No Further Claims**

(1) Upon the Effective Date, each Releaser shall not institute, prosecute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim, suit, complaint or demand against any Releasee or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, whether pursuant to any provincial or federal negligence acts or similar legislation or at common law or equity, in respect of any Released Claim, and are permanently barred and enjoined from doing so. For greater certainty and without limiting the generality of the foregoing, the Releasers shall not assert or pursue a Released Claim against any Releasee under the laws of any foreign jurisdiction.

### **6.4 Dismissals and Discontinuances**

(1) Upon the Effective Date, the Federal Court Action shall be dismissed with prejudice and without costs as against the Defendants named in that action.

(2) As soon as practical after the Execution Date, the Quebec Plaintiffs will move to discontinue Quebec Action and the BC Plaintiff will file a discontinuance in the BC Action.

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(3) Upon the Effective Date, each Settlement Class member shall be deemed to irrevocably consent to the dismissal, without costs, with prejudice and without reservation, of his, her or its Other Actions against the Releasees.

(4) Upon the Effective Date, all Other Actions commenced by any Settlement Class member shall be dismissed as against the Releasees, without costs, with prejudice and without reservation.

## **6.5 Material Terms**

(1) For the avoidance of doubt and without in any way limiting the ability of the Parties to assert that other terms in this Settlement Agreement are material terms (subject to section 5.1(3)), the releases, covenants, dismissals and discontinuances in this section 6 shall be considered material terms of the Settlement Agreement and the failure of the Federal Court to approve the releases, covenants and dismissals or the failure to obtain discontinuances of the BC Action and the Quebec Action contemplated herein shall give rise to a right of termination pursuant to section 5.1 of the Settlement Agreement.

## **SECTION 7 – EFFECT OF SETTLEMENT**

### **7.1 No Admission of Liability**

(1) The Plaintiffs and the Releasees expressly reserve all of their rights if this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason. Further, whether or not this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations contained in the Proceedings or any other actions against the Releasees.

### **7.2 Agreement Not Evidence**

(1) The Parties agree that, whether or not it is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered or received as evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, as necessary in any insurance-related proceeding, or as otherwise required by law or as provided in this Settlement Agreement.

### **7.3 No Further Litigation**

(1) No Class Counsel, nor anyone currently or hereafter employed by, or a partner of Class Counsel, may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person against the Settling Defendants or the Releasees that relates to or arises from the Released Claims. Moreover, neither Class Counsel, nor

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anyone currently or hereafter employed by, or a partner of Class Counsel, may divulge to anyone for any purpose, or use for any purpose, any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent that such information was, is or becomes otherwise publicly available or unless ordered to do so by a court in Canada.

(2) Section 7.3(1) shall be inoperative to (and only to) the extent that it is inconsistent with Class Counsel's obligations under Rule 3.2-10 of the Code of Professional Conduct for British Columbia.

#### **SECTION 8 – CERTIFICATION FOR SETTLEMENT ONLY**

##### **8.1 Settlement Class and Common Issue**

(1) The Parties agree that the Federal Court Action shall be certified as a class proceeding as against the Settling Defendants solely for purposes of settlement of the Proceedings and the approval of this Settlement Agreement by the Federal Court.

(2) The Plaintiffs agree that, in the motion for certification of the Federal Court Action as a class proceeding for settlement purposes and for the approval of this Settlement Agreement, the only common issue that they will seek to define is the Common Issue and the only class that they will assert is on behalf of the Settlement Class.

#### **SECTION 9 – NOTICE TO CLASS**

##### **9.1 Notices Required**

(1) The Settlement Class shall be given the following notices: (i) Notice of Certification and Settlement Approval Hearing; (ii) Notice of Settlement Approval; and (iii) notice of termination, if this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect; and (iv) such further notice as may be directed by the Federal Court.

##### **9.2 Form and Distribution of Notices**

(1) The manner in which the Notice of Certification and Settlement Approval Hearing will be disseminated is described in the Notice Plan in **Schedule "D"** and as approved by the Federal Court.

(2) The Notice of Certification and Settlement Approval Hearing shall be substantially in the form attached to the Notice Plan as Schedule "A1" and as approved by the Federal Court.

(3) The Notice of Settlement Approval and the manner in which the Notice of Settlement Approval will be disseminated shall be agreed to by the Parties and as approved by the Federal Court, or if the Parties cannot agree, then such form or manner as approved by the Federal Court.

(4) The Parties will cooperate in the preparation of any communications to the press in relation to the Settlement Agreement or the Proceedings.

**9.3 Notice Costs**

- (1) All notice costs shall be paid from the Settlement Amount.

**SECTION 10 – ADMINISTRATION AND IMPLEMENTATION**

**10.1 Mechanics of Administration**

- (1) Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement and the Distribution Protocol shall be determined by the Federal Court on motions brought by Class Counsel.
- (2) The Releasees shall not have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or administration of monies in the Trust Account including, but not limited to, Administration Expenses and Class Counsel Fees.

**10.2 Distribution Protocol**

- (1) On notice to the Settling Defendants, Class Counsel will make an application seeking an order from the Federal Court approving the Distribution Protocol. The motion can be brought before the Effective Date, but the order approving the Distribution Protocol shall be conditional on the Effective Date occurring.
- (2) The Distribution Protocol will address the timelines and process for making and approving eligible claims, distributing settlement funds to approved claimants, and allocating any undistributed settlement funds, including any required distributions to the Fonds d'aide, a Class Proceedings Fund, and/or a Law Foundation in Canada.

**10.3 Information and Assistance**

- (1) The Settling Defendants will make reasonable efforts to provide Class Counsel with a list of the available names and addresses for their direct purchaser Settlement Class members in Canada from 2014 to 2021, together with information regarding the Purchase Price paid by each such Settlement Class member.
- (2) The Settling Defendants shall provide the list of the available names and addresses referenced in 10.3(1) to Class Counsel and/or any Court-appointed notice provider and/or the Claims Administrator within thirty (30) days after the Execution Date. The Settling Defendants shall provide the Purchase Price information referenced in 10.3(1) to Class Counsel and/or any Court-appointed notice provider and/or the Claims Administrator within thirty (30) days after the Effective Date.
- (3) The information shall be delivered by the Settling Defendants to Class Counsel and/or any Court-appointed notice provider and/or the Claims Administrator in the form it currently exists via secure file transfer, or such other format as may be agreed upon by Counsel for the Settling Defendants and Class Counsel.



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(4) The available names and contact information referenced in 10.3(1) shall be collected, used and retained pursuant to privacy laws in Canada for the purposes of administering the Settlement Agreement, disseminating the notices required in section 9.1(1), and evaluating eligibility status under the Settlement Agreement.

(5) All information provided pursuant to section 10.3(1) shall be treated as private and confidential by Class Counsel or any Court-appointed notice provider and/or the Claims Administrator and shall not be disclosed except in accordance with the Settlement Agreement, the Distribution Protocol and orders of the Federal Court. If this Settlement Agreement is terminated, all information provided by a Settling Defendant shall be returned to it and no record of the information so provided shall be retained by Class Counsel or any Court-appointed notice provider and/or the Claims Administrator in any form whatsoever.

(6) The Settling Defendants will make themselves reasonably available to respond to questions respecting the information provided pursuant to section 10.3(1) from Class Counsel or any Court-appointed notice provider and/or the Claims Administrator. The Settling Defendants' obligations to make themselves reasonably available to respond to questions as particularized in this section shall not be affected by the release provisions contained in section 6 of this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Settling Defendants' obligations to cooperate pursuant to this section 10.3 shall cease when all settlement funds have been distributed.

(7) The Settling Defendants shall bear no liability with respect to the completeness or accuracy of the information provided pursuant to this section 10.3 and make no representation or admission that the persons listed are Settlement Class members.

## **SECTION 11 – CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES**

### **11.1 Court Approval for Class Counsel Fees and Disbursements**

(1) Class Counsel may seek the Federal Court's approval to pay Class Counsel Disbursements and Class Counsel Fees contemporaneous with seeking approval of this Settlement Agreement. Class Counsel Disbursements and Class Counsel Fees shall be reimbursed and paid solely out of the Trust Account after the Effective Date.

(2) Class Counsel reserve the right to bring motions to the Federal Court for reimbursement out of the Trust Account for any future Class Counsel Disbursements.

### **11.2 Responsibility for Fees, Disbursements and Taxes**

(1) The Releasees shall not be liable for any Class Counsel Fees, Class Counsel Disbursements or taxes of any of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiffs or the Settlement Class, any amounts to which a Class Proceedings Fund, Law Foundation or the Fonds d'aide in Quebec may be entitled, or any lien of any Person on any payment to any Settlement Class member from the Settlement Amount.

### **11.3 Administration Expenses**

- (1) Except as provided herein, Administration Expenses may only be paid out of the Trust Account after the Effective Date.
- (2) Class Counsel shall pay the costs of the notices required by section 9.1(1) and translation costs, if any, from the Trust Account, as they become due. Subject to section 5.2(2), the Releasees shall not have any responsibility for the costs of the notices or administration of the Settlement Agreement.

## **SECTION 12 – MISCELLANEOUS**

### **12.1 Motions for Directions**

- (1) Class Counsel or the Settling Defendants may apply to the Federal Court as may be required for directions in respect of the interpretation, implementation and administration of this Settlement Agreement.
- (2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

### **12.2 Headings, etc.**

- (1) In this Settlement Agreement:
  - (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
  - (b) the terms this Settlement Agreement”, “hereof”, “hereunder”, “herein”, and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

### **12.3 Computation of Time**

- (1) In the computation of time in this Settlement Agreement, except where a contrary intention appears,
  - (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
  - (b) only in the case where the time for doing an act expires on a holiday as “holiday” is defined in the *Federal Courts Rules*, the act may be done on the next day that is not a holiday.

**12.4 Ongoing Jurisdiction**

(1) The Federal Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiffs, Settlement Class, Settling Defendants, and Releasees named as Defendants attorn to the jurisdiction of the Federal Court for such purposes and no other purpose. Issues related to the administration of the Settlement Agreement, and the Trust Account shall be determined by the Federal Court.

**12.5 Governing Law**

(1) This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**12.6 Entire Agreement**

(1) This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

**12.7 Amendments**

(1) This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Federal Court.

**12.8 Binding Effect**

(1) This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Settling Defendants, the Settlement Class, the Releasors, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made herein by the Settling Defendants shall be binding upon all of the Releasees.

**12.9 Counterparts**

(1) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one of the same agreement, and an electronic/PDF signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

**12.10 Negotiated Agreement**

(1) This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any

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statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

#### **12.11 Transaction**

(1) This Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Quebec*, and the Parties are hereby renouncing to any errors of fact, of law and/or of calculation.

#### **12.12 Language**

(1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé et consenti à ce que la présente entente de règlement et tous les documents connexes soient rédigés en anglais. Nevertheless, Class Counsel and/or a translation firm selected by Class Counsel may prepare a French translation of the Settlement Agreement and all related documents, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

#### **12.13 Recitals**

(1) The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

#### **12.14 Schedules**

(1) The schedules annexed hereto form part of this Settlement Agreement.

#### **12.15 Acknowledgements**

- (1) Each of the Parties hereby affirms and acknowledges that:
- (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
  - (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
  - (c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
  - (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms

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of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

#### 12.16 Authorized Signatures

(1) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

#### 12.17 Notice

(1) Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

#### For the Plaintiffs and for Class Counsel in the Proceedings:

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**For the Nova Sea Defendant:**

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**For the Mowi Defendants:**

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**For the SalMar Defendant:**

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**For the Sjó Defendant:**

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[guneev.bhinder@mcmillan.ca](mailto:guneev.bhinder@mcmillan.ca)

**12.18 Date of Execution**

(1) The Parties have executed this Settlement Agreement as of the date on the cover page.

**IRENE BRECKON, GREGORY SILLS, CLIFFORD CHIN, GEORGES LANGIS AND GENEVIEVE CHABOT** on their own behalf and on behalf of the Class, by Class Counsel:

Name of Authorized Signatory: Linda Visser

Signature of Authorized Signatory: 

Siskinds LLP

Name of Authorized Signatory: Jean-Marc Leclerc

Signature of Authorized Signatory: 

Sotos LLP

Name of Authorized Signatory: James Sayce

Signature of Authorized Signatory: 

Koskie Minsky LLP

**CERMAQ CANADA LTD., CERMAQ GROUP AS, CERMAQ NORWAY AS, CERMAQ US LLC**, by their counsel

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Fasken Martineau DuMoulin LLP

**For the Sjó Defendant:**

David W. Kent, Samantha Gordon and  
Guneev Bhinder  
**McMillan LLP**  
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[guneev.bhinder@mcmillan.ca](mailto:guneev.bhinder@mcmillan.ca)

**12.18 Date of Execution**

(1) The Parties have executed this Settlement Agreement as of the date on the cover page.

**IRENE BRECKON, GREGORY SILLS, CLIFFORD CHIN, GEORGES LANGIS AND GENEVIEVE CHABOT** on their own behalf and on behalf of the Class, by Class Counsel:

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Siskinds LLP

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Sotos LLP

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Koskie Minsky LLP

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

DocuSigned by:  
*Caroline Perrault*  
Siskinds Desmeules s.e.n.c.r.l.

**CERMAQ CANADA LTD., CERMAQ GROUP AS, CERMAQ NORWAY AS, CERMAQ US LLC**, by their counsel

Name of Authorized Signatory: Andrew Borrell \_\_\_\_\_



Signature of Authorized Signatory: ABoull  
Fasken Martineau DuMoulin LLP

**GRIEG SEAFOOD ASA, GRIEG SEAFOOD BC LTD., GRIEG SEAFOOD SALES NORTH AMERICA INCORPORATED (FORMERLY KNOWN AS OCEAN QUALITY NORTH AMERICA INC.), GRIEG SEAFOOD SALES PREMIUM BRANDS INC. (FORMERLY KNOWN AS OCEAN QUALITY PREMIUM BRANDS INC.), GRIEG SEAFOOD SALES USA INC. (FORMERLY KNOWN AS OCEAN QUALITY USA INC.** by their counsel

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_  
McCarthy Tétrault LLP

**LERØY SEAFOOD AS, LERØY SEAFOOD USA INC.,** by their counsel

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_  
Davies Ward Phillips & Vineberg LLP

**MARINE HARVEST ATLANTIC CANADA INC., MOWI ASA, MOWI CANADA WEST INC., MOWI DUCKTRAP, LLC, MOWI USA, LLC,** by their counsel

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_  
Blake, Cassels & Graydon LLP

**NOVA SEA AS,** by its counsel

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_  
Borden Ladner Gervais LLP

**SALMAR ASA,** by its counsel

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Fasken Martineau DuMoulin LLP

**GRIEG SEAFOOD ASA, GRIEG SEAFOOD BC LTD., GRIEG SEAFOOD SALES NORTH AMERICA INCORPORATED (FORMERLY KNOWN AS OCEAN QUALITY NORTH AMERICA INC.), GRIEG SEAFOOD SALES PREMIUM BRANDS INC. (FORMERLY KNOWN AS OCEAN QUALITY PREMIUM BRANDS INC.), GRIEG SEAFOOD SALES USA INC. (FORMERLY KNOWN AS OCEAN QUALITY USA INC. by their counsel**

Name of Authorized Signatory: \_\_\_\_\_

Akiva Stern

Signature of Authorized Signatory: \_\_\_\_\_

McCarthy Tétrault LLP

**LERØY SEAFOOD AS, LERØY SEAFOOD USA INC., by their counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Davies Ward Phillips & Vineberg LLP

**MARINE HARVEST ATLANTIC CANADA INC., MOWI ASA, MOWI CANADA WEST INC., MOWI DUCKTRAP, LLC, MOWI USA, LLC, by their counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Blake, Cassels & Graydon LLP

**NOVA SEA AS, by its counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Borden Ladner Gervais LLP

**SALMAR ASA, by its counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Fasken Martineau DuMoulin LLP

**GRIEG SEAFOOD ASA, GRIEG SEAFOOD BC LTD., GRIEG SEAFOOD SALES NORTH AMERICA INCORPORATED (FORMERLY KNOWN AS OCEAN QUALITY NORTH AMERICA INC.), GRIEG SEAFOOD SALES PREMIUM BRANDS INC. (FORMERLY KNOWN AS OCEAN QUALITY PREMIUM BRANDS INC.), GRIEG SEAFOOD SALES USA INC. (FORMERLY KNOWN AS OCEAN QUALITY USA INC. by their counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

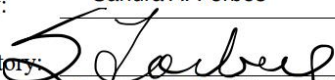
McCarthy Tétrault LLP

**LERØY SEAFOOD AS, LERØY SEAFOOD USA INC., by their counsel**

Name of Authorized Signatory: \_\_\_\_\_

Sandra A. Forbes

Signature of Authorized Signatory: \_\_\_\_\_

  
Davies Ward Phillips & Vineberg LLP

**MARINE HARVEST ATLANTIC CANADA INC., MOWI ASA, MOWI CANADA WEST INC., MOWI DUCKTRAP, LLC, MOWI USA, LLC, by their counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Blake, Cassels & Graydon LLP

**NOVA SEA AS, by its counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Borden Ladner Gervais LLP

**SALMAR ASA, by its counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

-26-

Signature of Authorized Signatory: \_\_\_\_\_

Fasken Martineau DuMoulin LLP

**GRIEG SEAFOOD ASA, GRIEG SEAFOOD BC LTD., GRIEG SEAFOOD SALES NORTH AMERICA INCORPORATED (FORMERLY KNOWN AS OCEAN QUALITY NORTH AMERICA INC.), GRIEG SEAFOOD SALES PREMIUM BRANDS INC. (FORMERLY KNOWN AS OCEAN QUALITY PREMIUM BRANDS INC.), GRIEG SEAFOOD SALES USA INC. (FORMERLY KNOWN AS OCEAN QUALITY USA INC. by their counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

McCarthy Tétrault LLP

**LERØY SEAFOOD AS, LERØY SEAFOOD USA INC., by their counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_


Davies Ward Phillips & Vineberg LLP

**MARINE HARVEST ATLANTIC CANADA INC., MOWI ASA, MOWI CANADA WEST INC., MOWI DUCKTRAP, LLC, MOWI USA, LLC, by their counsel**

Name of Authorized Signatory: \_\_\_\_\_

Kevin MacDonald

Signature of Authorized Signatory: \_\_\_\_\_

  
Blake, Cassels & Graydon LLP

**NOVA SEA AS, by its counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Borden Ladner Gervais LLP

**SALMAR ASA, by its counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Fasken Martineau DuMoulin LLP

**GRIEG SEAFOOD ASA, GRIEG SEAFOOD BC LTD., GRIEG SEAFOOD SALES NORTH AMERICA INCORPORATED (FORMERLY KNOWN AS OCEAN QUALITY NORTH AMERICA INC.), GRIEG SEAFOOD SALES PREMIUM BRANDS INC. (FORMERLY KNOWN AS OCEAN QUALITY PREMIUM BRANDS INC.), GRIEG SEAFOOD SALES USA INC. (FORMERLY KNOWN AS OCEAN QUALITY USA INC. by their counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

McCarthy Tétrault LLP

**LERØY SEAFOOD AS, LERØY SEAFOOD USA INC., by their counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Davies Ward Phillips & Vineberg LLP

**MARINE HARVEST ATLANTIC CANADA INC., MOWI ASA, MOWI CANADA WEST INC., MOWI DUCKTRAP, LLC, MOWI USA, LLC, by their counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_


Blake, Cassels & Graydon LLP

**NOVA SEA AS, by its counsel**

Name of Authorized Signatory: \_\_\_\_\_

Pierre N. Gemson

Signature of Authorized Signatory: \_\_\_\_\_

  
Borden Ladner Gervais LLP

**SALMAR ASA, by its counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

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Signature of Authorized Signatory: \_\_\_\_\_

Fasken Martineau DuMoulin LLP

**GRIEG SEAFOOD ASA, GRIEG SEAFOOD BC LTD., GRIEG SEAFOOD SALES NORTH AMERICA INCORPORATED (FORMERLY KNOWN AS OCEAN QUALITY NORTH AMERICA INC.), GRIEG SEAFOOD SALES PREMIUM BRANDS INC. (FORMERLY KNOWN AS OCEAN QUALITY PREMIUM BRANDS INC.), GRIEG SEAFOOD SALES USA INC. (FORMERLY KNOWN AS OCEAN QUALITY USA INC. by their counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

McCarthy Tétrault LLP

**LERØY SEAFOOD AS, LERØY SEAFOOD USA INC., by their counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Davies Ward Phillips & Vineberg LLP

**MARINE HARVEST ATLANTIC CANADA INC., MOWI ASA, MOWI CANADA WEST INC., MOWI DUCKTRAP, LLC, MOWI USA, LLC, by their counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Blake, Cassels & Graydon LLP

**NOVA SEA AS, by its counsel**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Borden Ladner Gervais LLP

**SALMAR ASA, by its counsel**

Name of Authorized Signatory: \_\_\_\_\_

Ilan Ishai

Signature of Authorized Signatory: \_\_\_\_\_



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Bennett Jones LLP

**SJÓR AS (FORMERLY KNOWN AS OCEAN QUALITY AS)**, by its counsel

Name of Authorized Signatory: Samantha Gordon, McMillan LLP

Signature of Authorized Signatory:  McMillan LLP

**SCHEDULE "A"****PROCEEDINGS**

<b>Proceeding</b>	<b>Plaintiffs</b>	<b>Defendants (Current and Former)</b>
<p>Federal Court File No. T-1664-19</p> <p>(Federal Court File No. T-8-20 was consolidated with Federal Court File No. T-1664-19 on January 26, 2021)</p>	Gregory Sills	<p>Mowi ASA (FKA Marine Harvest ASA), Mowi USA, LLC (FKA Marine Harvest USA, LLC), Marine Harvest Canada Inc., Mowi Ducktrap, LLC, Grieg Seafood ASA, Grieg Seafood B.C. Ltd., Bremnes Seashore AS, Ocean Quality AS, Ocean Quality North America Incorporated, Ocean Quality USA Inc., Ocean Quality Premium Brands, Inc., SalMar ASA, Lerøy Seafood Group ASA, Lerøy Seafood AS, Lerøy Seafood USA Inc., Scottish Sea Farms Ltd., Cermaq Group ASA, Cermaq Norway AS, Cermaq Canada Ltd., Nordlaks Holding AS, Nordlaks Oppdrett AS, Nova Sea AS, Alsaker AS and Alsaker Fjordbruk AS</p>
<p>Federal Court File No. T-8-20</p> <p>(Federal Court File No. T-8-20 was consolidated with Federal Court File No. T-1664-19 on January 26, 2021)</p>	Irene Breckon	<p>Grieg Seafood ASA, Grieg Seafood BC Ltd., Lerøy Seafood Group ASA, Lerøy Seafood AS, Lerøy Seafood USA Inc., Marine Harvest Atlantic Canada Inc., Mowi ASA, Mowi Canada West Inc., Mowi Ducktrap, LLC, Mowi USA LLC, Ocean Quality AS, Ocean Quality North America Incorporated, Ocean Quality Premium Brands, Inc., Ocean Quality USA Inc., SalMar ASA and Scottish Sea Farms Ltd.</p>
<p>Supreme Court of British Columbia Vancouver Registry No. 211995</p>	Clifford Chin	<p>Alsaker AS, Alsaker Fjordbruk AS, Bremnes Seashore AS, Cermaq Canada Ltd., Cermaq Group AS, Cermaq Norway AS, Cermaq US LLC, Greig Seafood ASA, Grieg Seafood BC Ltd., Lerøy Seafood AS, Lerøy Seafood USA Inc., Marine Harvest Atlantic Canada Inc., Mowi ASA, Mowi Canada West Inc., Mowi Ducktrap, LLC, Mowi USA, LLC, Nordlaks Holding AS, Nordlaks Oppdrett AS, Nova Sea AS, Ocean Quality AS, Ocean Quality North America Incorporated, Ocean Quality Premium Brands, Inc., Ocean Quality USA</p>



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<b>Proceeding</b>	<b>Plaintiffs</b>	<b>Defendants (Current and Former)</b>
		Inc., SalMar ASA and Scottish Sea Farms Ltd.
Court Supérieure du Québec District de Québec No: 200-06-000245-202	Georges Langis et Geneviève Chabot	Grieg Seafood ASA, Grieg Seafood BC Ltd., Lerøy Seafood Group ASA, Lerøy Seafood USA, Inc., Marine Harvest Atlantic Canada Inc., Mowi ASA, Mowi Canada West Inc., Mowi Ducktrap, LLC, Mowi USA, LLC, Ocean Quality AS, Ocean Quality North America Incorporated, Ocean Quality Premium Brands Inc., Ocean Quality USA, Inc., SalMar ASA and Scottish Sea Farms, Ltd.

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**SCHEDULE "B"**

**FEDERAL COURT**

Court File No.: T-1664-19

Toronto, Ontario, [●]

PRESENT: The Honourable Justice Gascon

**PROPOSED CLASS PROCEEDING**

BETWEEN:

IRENE BRECKON and GREGORY SILLS

**Plaintiffs**

and

CERMAQ CANADA LTD., CERMAQ GROUP AS, CERMAQ NORWAY AS, CERMAQ US LLC, GRIEG SEAFOOD ASA, GRIEG SEAFOOD BC LTD., LERØY SEAFOOD AS, LERØY SEAFOOD USA INC., MARINE HARVEST ATLANTIC CANADA INC., MOWI ASA, MOWI CANADA WEST INC., MOWI DUCKTRAP, LLC, MOWI USA, LLC, NORDLAKS HOLDING AS, NORDLAKS OPPDRETT AS, NOVA SEA AS, OCEAN QUALITY AS, OCEAN QUALITY NORTH AMERICA INCORPORATED, OCEAN QUALITY PREMIUM BRANDS, INC., OCEAN QUALITY USA INC., and SALMAR ASA

**Defendants**

**ORDER**

**Certification and Notice Approval**

**UPON MOTION** made by the Plaintiffs for an Order approving the notices of settlement approval hearing ("**Notice of Certification and Settlement Approval Hearing**"), the plan of dissemination of said notices (the "**Notice Plan**") and certifying this Action as a class proceeding for settlement purposes only was heard by videoconference this day at [●].

**AND UPON** having reviewed the materials filed, including the settlement agreement dated [●] attached to this Order as **Schedule "A"** (the "Settlement Agreement"), and on hearing the submissions of counsel for the Parties;

**AND UPON BEING ADVISED** that the Plaintiffs and Settling Defendants (who comprise all of the defendants named in this Action) consent to this Order;

**THIS COURT ORDERS that:**

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1. For the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. This Action is certified as a class proceeding as against the Settling Defendants for settlement purposes only.
3. The class of "Settlement Class" is certified as follows:

All Persons in Canada who purchased farmed Atlantic salmon and products containing or derived from farmed Atlantic salmon purchased or sold in Canada from April 10, 2013 to the date of this Order, except the Excluded Persons and any Opt-Out.
4. Irene Breckon and Gregory Sills are appointed as representative plaintiffs for the Settlement Class.
5. The following issue is common to the Settlement Class:

Did the Settling Defendants conspire to fix, maintain, increase or control the price of Salmon directly or indirectly during the Class Period? If so, what damages, if any, did Settlement Class member suffer?
6. Putative Settlement Class members may opt-out of this Action by sending a written request to opt-out to Class Counsel on or before the Opt-Out Deadline. The written election to opt out must be signed by the Person or the Person's designee and must include the following information:
  - (a) the Person's full name, current mailing and email address and telephone number;
  - (b) if the Person seeking to opt out is a corporation, the name of the corporation and the position of the Person submitting the request to opt out on behalf of the corporation; and
  - (c) a statement to the effect that the Person wishes to be excluded from the Action.
7. Where the postmark is not visible or legible, the request to opt out shall be deemed to have been postmarked seven (7) business days prior to the date that it is received by Class Counsel.
8. Any putative Settlement Class member who validly opts out of this Action shall have no further right to participate in the Action or to share in the distribution of any funds received as a result of the Settlement Agreement.
9. No further right to opt out of this Action will be provided.
10. Within thirty (30) days of the Opt-Out Deadline, Class Counsel shall provide to the Settling Defendants a report containing the names of each Person who has validly and timely opted

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out of this Action and a summary of the information delivered by such Persons pursuant to paragraph 6 above.

11. This Order and any reasons given by the Court in connection with it and the certification of this Action for settlement purposes are without prejudice to the Settling Defendants' rights to contest certification or jurisdiction and/or to defend on the merits in respect of any other actions or proceedings, whether related or unrelated.
12. The Notice of Certification and Settlement Approval Hearing is hereby approved substantially in the form attached hereto as **Schedule "B"**.
13. The Notice Plan is hereby approved in the form attached hereto as **Schedule "C"**.
14. The Notice of Certification and Settlement Approval Hearing shall be disseminated in accordance with the Notice Plan.
15. This Order shall be set aside, declared null and void and of no force and effect in respect of the Settling Defendants on subsequent motion made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.

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The Honourable Justice Gascon

**SCHEDULE "C"**

**FEDERAL COURT**

Court File No.: T-1664-19

Toronto, Ontario, [●]

PRESENT: The Honourable Justice Gascon

**PROPOSED CLASS PROCEEDING**

BETWEEN:

IRENE BRECKON and GREGORY SILLS

**Plaintiffs**

and

CERMAQ CANADA LTD., CERMAQ GROUP AS, CERMAQ NORWAY AS, CERMAQ US LLC, GRIEG SEAFOOD ASA, GRIEG SEAFOOD BC LTD., LERØY SEAFOOD AS, LERØY SEAFOOD USA INC., MARINE HARVEST ATLANTIC CANADA INC., MOWI ASA, MOWI CANADA WEST INC., MOWI DUCKTRAP, LLC, MOWI USA, LLC, NORDLAKS HOLDING AS, NORDLAKS OPPDRETT AS, NOVA SEA AS, OCEAN QUALITY AS, OCEAN QUALITY NORTH AMERICA INCORPORATED, OCEAN QUALITY PREMIUM BRANDS, INC., OCEAN QUALITY USA INC., and SALMAR ASA

**Defendants**

**ORDER**  
**Settlement Approval**

**UPON MOTION** made by the Plaintiffs for an Order approving the Settlement Agreement entered into with the Settling Defendants, and dismissing this action was heard this day at [●].

**AND UPON** being advised that the deadline for opting out of this Action has passed, and that there were [●] opt-outs;

**AND UPON** being advised that the deadline for objecting to the Settlement Agreement has passed and there have been [●] objections to the Settlement Agreement;

**AND UPON** being advised that the Parties consent to this Order;

**AND UPON** having reviewed the materials filed, including the settlement agreement dated [●] attached to this Order as **Schedule "A"** (the "**Settlement Agreement**"), and on hearing the submissions of counsel for the Parties;

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**THIS COURT ORDERS that:**

16. For the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
17. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
18. The Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class.
19. The Settlement Agreement is hereby approved pursuant to the *Federal Court Rules*, SOR/98-106, Rule 334.29 and shall be implemented and enforced in accordance with its terms.
20. This Order, including the Settlement Agreement, is binding upon each Settlement Class member, including those Persons who are minors or mentally incapable.
21. Upon the Effective Date, each Releasor shall not now or hereafter institute, prosecute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim, suit, complaint or demand against any Releasee or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, whether pursuant to any provincial or federal negligence acts or similar legislation or at common law or equity, in respect of any Released Claim, and are permanently barred and enjoined from doing so.
22. Upon the Effective Date, each Settlement Class member shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.
23. Upon the Effective Date, each Other Action commenced by any Settlement Class member shall be and is hereby dismissed against the Releasees, without costs and with prejudice.
24. Upon the Effective Date, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
25. Except as provided herein, this Order does not affect any claims or causes of action that Settlement Class members have or may have against any Person other than the Releasees.
26. No Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement; to administration, investment, or distribution of the Trust Account; or to the Distribution Protocol.
27. This Order shall be declared null and void on subsequent motion made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.

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28. For purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendants attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.
29. This Action, as well as the action commenced in Federal Court File No. T-8-20, which has been consolidated with this Action, are hereby dismissed, with prejudice and without costs. Once this Order is signed, a copy shall be entered in this Action, as well as in the action commenced in Federal Court File No. T-8-20.
30. The Parties may bring motions to the Federal Court for directions as may be required.

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The Honourable Justice Gascon

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**SCHEDULE "D"****FARMED ATLANTIC SALMON CLASS ACTIONS****CANADIAN NOTICE PLAN – NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING**

1. For the purposes of this Notice Plan, the definitions set out in the Settlement Agreement apply to and are incorporated into this Notice Plan.
2. The proposed Notice Plan has been designed to provide the best notice practicable.
3. The Notice of Certification and Settlement Approval Hearing is attached as **Schedule "A1"**.
4. There will no other forms of notice other than what is provided for herein, except as agreed to by the Parties or as ordered by the Federal Court.

**Direct Notice**

4. Class Counsel and/or the Court-appointed notice provider will effectuate direct individual notice to the Persons listed below. Where an email address is available, the notice will be sent by email (in English and French). Where an email address is not available, the notice will be sent by direct mail. Where the address is in Quebec, the notice will be sent in English and French:
  - (a) the direct purchaser customers of the Settled Defendants, to the extent such information was provided to Class Counsel and/or the Court-appointed notice provider in accordance with the terms of the Settlement Agreement;
  - (b) anyone who has registered with Class Counsel to receive updates on the status of the litigation; and
  - (c) 1,067 companies located in Canada and identified by Data Axle<sup>1</sup> as having corporate locations with 50 or more employees and/or individual locations with 100 or more employees and operating in the following business sectors: fish smoking & curing (manufacturers), fish packers (manufacturers), food-canned (manufacturers), canned & cured fish & seafoods (manufacturers), seafood packers (manufacturers), seafood – wholesale, fish and seafood brokers (wholesalers), food service distributors (wholesalers), foods-carryout, restaurants, caterers, restaurant management, and grocers (retail), but excluding irrelevant categories such as pizza chains, bars or pubs, fast food chains, etc.

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<sup>1</sup> Data Axle maintains a database of business records in Canada and the United States.



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5. Prior to mailing, Class Counsel and/or the Court-appointed notice provider will update the addresses provided by the Settled Defendants using the Canada Post National Change of Address database.
6. Class Counsel and/or the Court-appointed notice provider Administrator will track any returned undeliverable emails and will promptly send the notice by direct mail (where a mailing address is available).
7. Class Counsel and/or the Court-appointed notice provider Administrator will track any returned undeliverable mail by Canada Post and will promptly re-mail any returned with a forward address.

**Indirect Notice**

8. A press release will be jointly drafted and agreed to by the Parties and distributed (in English and French) nationwide to media outlets and publications through publication on Canada Newswire. A copy of the press release will also be sent directly to IntraFish. The press release will direct readers to Class Counsel's websites for additional information.
9. Class Counsel and/or the Court-appointed notice provider will provide a copy of the Notice of Certification and Settlement Approval Hearing to the following industry associations, in English and/of French, as appropriate, requesting voluntary distribution to their membership:
  - (a) Canadian Federation of Independent Grocers;
  - (b) Food, Health and Consumer Products of Canada;
  - (c) Restaurants Canada; and
  - (d) Food Processors of Canada.
10. Class Counsel will post a copy of the Notice of Certification and Settlement Approval Hearing (in English and French) on their respective websites and share the post through their social media accounts.
11. Online advertisements will be jointly drafted and agreed to by the Parties and posted online (in English and French) through advertisements posted over a two-month period on Facebook and Instagram.

**SCHEDULE "A1"**  
**FARMED ATLANTIC SALMON CLASS ACTIONS**  
**NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING**

**Read this Notice carefully, as it may affect your legal rights.**

**THIS NOTICE IS DIRECTED TO:**

**All persons in Canada who purchased farmed Atlantic salmon and products containing or derived from farmed Atlantic salmon purchased or sold in Canada from April 10, 2013 to [redacted] ("Settlement Class").**

**A. Nature of the Class Action**

The plaintiffs commenced a proposed class proceeding in the Federal Court alleging that the Cermaq, Grieg, Lerøy, Mowi, Nova Sea, SalMar and Sjóir defendants and unnamed co-conspirators participated in an unlawful conspiracy to fix, maintain, increase or control the price of farmed Atlantic salmon and products containing or derived from farmed Atlantic salmon from April 10, 2013 onwards contrary to the *Competition Act*. The defendants have denied all liability for this conduct and asserted that their conduct was lawful. The Federal Court has not decided who is right. The plaintiffs and defendants have reached a proposed settlement to avoid the uncertainties, risks, and costs of further litigation. The representative plaintiffs and class counsel believe this settlement is in the best interests of the Settlement Class.

The class action was certified on behalf of the Settlement Class by the Federal Court by consent order of the Honourable Justice Gascon on [redacted], 2023. The certification is conditional on the settlement approval being granted by the Federal Court. Irene Breckon and Gregory Sills have been appointed as representative plaintiffs for the Settlement Class.

The Federal Court still has to decide whether to finally approve the settlement. Payments to eligible Settlement Class members will be made only after the Federal Court approves the Settlement and after any appeals are resolved, and after the Federal Court approves a distribution plan to distribute the settlement funds.

**B. Proposed Settlement**

A proposed settlement has been reached with all defendants in this action. If the proposed settlement is approved, the defendants will pay a total settlement amount of CAD \$5,250,000 into a settlement fund. After deductions for administration expenses, class counsel fees and disbursements, and the amount owing to the Funder (see Section F below), the balance will be distributed to eligible Settlement Class members.

If the proposed settlement is approved, the settlement will resolve the class action for all Settlement Class members as against the defendants and a full release of all claims in the class

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action will be granted to the defendants. The settlement represents a resolution of disputed claims and the defendants do not admit any wrongdoing or liability.

**C. Proposed Distribution of Settlement Funds**

As part of the settlement approval hearing, the Federal Court will be asked to approve a protocol for the distribution of the settlement funds, plus interest, less Court-approved fees and expenses.

Recognizing that not all Settlement Class members are eligible to submit a claim, the proposed distribution protocol provides that a *cy pres* distribution in the amount of \$250,000 will be made to Food Banks Canada.

The remaining settlement funds will be distributed to eligible claimants *pro rata* (proportionally), based on the value of their eligible purchases.

Only Settlement Class members who purchased more than \$1 million of Salmon in Canada between April 10, 2013 and February 20, 2019 will be eligible to submit a claim. The value of a Settlement Class member's eligible purchases will be determined based on sales information provided by the defendants pursuant to the terms of the Settlement Agreement and/or information provided by the Settlement Class member as part of the claims process.

See the proposed distribution protocol online at [www.siskinds.com/salmon](http://www.siskinds.com/salmon) for more information.

After the settlement and distribution protocol are approved, a further notice will be issued that will describe the process and deadline for applying to receive a payment.

**D. Settlement Approval Hearing and Objecting to the Settlement**

The settlement remains subject to approval by the Federal Court. The application for approval of the settlement will be heard by the Federal Court in the City of Toronto on [ ] at [ ]. At this hearing, the Federal Court will determine whether the settlement is fair, reasonable and in the best interests of the Settlement Class. The Federal Court will also be asked to determine whether the proposed distribution protocol is fair, reasonable and in the best interests of the Settlement Class.

Settlement Class members who do not oppose the settlement, the proposed distribution protocol and/or Class Counsel fees are not required to appear at the settlement approval hearing or take any other action at this time. Settlement Class members who consider it desirable or necessary to seek the advice and guidance of their own lawyers may do so at their own expense.

At the settlement approval hearing, the Federal Court will consider objections to the Settlement, the proposed distribution protocol and/or Class Counsel fees by individual Settlement Class members if the objections are submitted in writing, by prepaid mail to Siskinds LLP, Attn: Linda Visser 275 Dundas Street, Unit 1, P.O. Box 2520, London ON N6B 3L1 or email to [salmon@siskinds.com](mailto:salmon@siskinds.com) postmarked **no later than [date - 10 days before the settlement approval hearing]**.


A written objection should include the following information:

- a) the objector's name, current mailing address, telephone number, and email address;
- b) the reason why the objector believes that they are a Settlement Class member;

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- c) a brief statement of the nature of and reasons for the objection; and
- d) whether the objector intends to appear at the hearing in person or by counsel, and, if by counsel, the name, address, telephone number, and email address of counsel.

#### **E. Excluding Yourself from the Settlement**

If you do not want to participate in the Class Action, you must send a written request to opt-out by  (the "Opt-Out Deadline") to Siskinds LLP, Attn: Linda Visser 275 Dundas Street, Unit 1, P.O. Box 2520, London ON N6B 3L1 or email to [salmon@siskinds.com](mailto:salmon@siskinds.com). The written request to opt-out must be signed by you (or your designee) and contain the following information:

- a) your full name, current mailing and email address, and telephone number;
- b) if the opt-out is a corporation, the name of the corporation and the position of the person submitting the request to opt-out on behalf of the corporation; and
- c) a statement to the effect that you wish to be excluded from the Federal Court Action.

If you opt-out by the Opt-Out Deadline, you may be able to bring your own lawsuit against the defendants, but you will not be entitled to participate in the Settlement.

All Settlement Class members will be bound by the terms of the Settlement, unless they opt-out of this class action.

You can only object to the Settlement if you do not exclude yourself from the Settlement. If you exclude yourself from the Settlement, you have no standing to object because the Settlement no longer affects you.

#### **F. The Lawyers Representing You**

The law firms Siskinds LLP, Sotos LLP, Koskie Minsky LLP and Siskinds Desmeules represent the Settlement Class. They can be reached at:

Linda Visser and Bridget Moran  
**Siskinds LLP, 275 Dundas Street, Unit 1**  
**P.O. Box 2520, London ON N6B 3L1**  
 1-800-461-6166  
[linda.visser@siskinds.com](mailto:linda.visser@siskinds.com)  
[bridget.moran@siskinds.com](mailto:bridget.moran@siskinds.com)

Jean Marc Leclerc and Mohsen Seddigh  
**Sotos LLP, 180 Dundas Street West, Suite**  
**1200, Toronto, ON M5G 1Z8**  
 416-977-6857  
 416-572-7320  
[jleclerc@sotosllp.com](mailto:jleclerc@sotosllp.com)  
[mseddigh@sotos.ca](mailto:mseddigh@sotos.ca)

James Sayce and Adam Tanel  
**Koskie Minsky LLP, 20 Queen Street West,**  
**Suite 900, Box 52, Toronto, ON M5H 3R3**  
 416-542-6298  
 416-595-2072  
[jsayce@kmlaw.ca](mailto:jsayce@kmlaw.ca)  
[atanel@kmlaw.ca](mailto:atanel@kmlaw.ca)

Chloe Fraucher-Lafrance  
**Siskinds Desmeules s.e.n.c.r.l.**  
 43 Rue Buade, Bur 320  
 Quebec City, QC G1R 4A2  
 1 (877) 735-3842  
[chloe.fraucher-lafrance@siskinds.com](mailto:chloe.fraucher-lafrance@siskinds.com)

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If you wish to remain a Settlement Class member, you do not need to hire your own lawyer because Class Counsel is working on your behalf. You do not have to pay Class Counsel out-of-pocket. Class Counsel will collectively be asking that the Federal Court approve legal fees up to 25% of the settlement funds, plus disbursements and applicable taxes. Any approved legal fees and disbursements will be paid out of the settlement fund.

The Plaintiff and Claims Funding Australia Pty Ltd as trustee for the Claims Funding Australia Discretionary Trust ("Funder") entered an agreement pursuant to which the Funder paid the disbursements in this action. If approved by the Court, the amount owing to the Funder (\$1,312,500) will be deducted from the amounts to be distributed to Settlement Class members.

Class Counsel will also be asking that the Federal Court approve an honorarium for the two representative plaintiffs in the amount of \$500 each. Any approved honorarium will be paid out of the settlement fund.

If you wish to pursue your own case separate from this one, or if you exclude yourself from the class, these lawyers will no longer represent you. You may need to hire your own lawyer if you wish to pursue your own lawsuit against the defendants.

**G. More Information**

This notice is given to you on the basis that you may be a Settlement Class member whose rights could be affected by the class action. This notice should not be understood as an expression of any opinion of the Federal Court as to the merits of any claim or defences asserted in the class action. Its sole purpose is to inform you of the class action so that you may decide what steps to take in relation to it.

This notice contains a summary of the class action and the settlement. Further details regarding the class action and the settlement can be found on the following website: [\[link\]](#).

If you have questions that are not answered online, please contact the appropriate class counsel identified above.

This notice contains a summary of some of the terms of the settlement agreement. If there is a conflict between the provisions of this notice and the settlement agreement, including the schedules to the settlement agreement, the terms of the settlement agreement and/or the Court orders shall prevail.

**DO NOT CONTACT THE COURT FOR INFORMATION.**

**THIS NOTICE HAS BEEN APPROVED BY  
THE FEDERAL COURT OF CANADA**

**SCHEDULE “B”**

**FARMED ATLANTIC SALMON CLASS ACTIONS  
NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING**

**Read this Notice carefully, as it may affect your legal rights.**

**THIS NOTICE IS DIRECTED TO:**

**All persons in Canada who purchased farmed Atlantic salmon and products containing or derived from farmed Atlantic salmon purchased or sold in Canada from April 10, 2013 to October 6, 2023 (“Settlement Class”).**

**A. Nature of the Class Action**

The plaintiffs commenced a proposed class proceeding in the Federal Court alleging that the Cermaq, Grieg, Lerøy, Mowi, Nova Sea, SalMar and Sjó defendants and unnamed co-conspirators participated in an unlawful conspiracy to fix, maintain, increase or control the price of farmed Atlantic salmon and products containing or derived from farmed Atlantic salmon from April 10, 2013 onwards contrary to the *Competition Act*. The defendants have denied all liability for this conduct and asserted that their conduct was lawful. The Federal Court has not decided who is right. The plaintiffs and defendants have reached a proposed settlement to avoid the uncertainties, risks, and costs of further litigation. The representative plaintiffs and Class Counsel believe this settlement is in the best interests of the Settlement Class.

The class action was certified on behalf of the Settlement Class by the Federal Court by consent order of the Honourable Justice Gascon on October 6, 2023. The certification is conditional on the settlement approval being granted by the Federal Court. Irene Breckon and Gregory Sills have been appointed as representative plaintiffs for the Settlement Class.

The Federal Court still has to decide whether to finally approve the settlement. Payments to eligible Settlement Class members will be made only after the Federal Court approves the settlement and after any appeals are resolved, and after the Federal Court approves a distribution plan to distribute the settlement funds.

**B. Proposed Settlement**

A proposed settlement has been reached with all defendants in this class action. If the proposed settlement is approved, the defendants will pay a total settlement amount of CAD \$5,250,000 into a settlement fund. After deductions for Class Counsel fees of 25% of the settlement totalling CAD \$1,483,125 (inclusive of taxes), unfunded disbursements (which are nominal), and the amount

owing to the Funder (CAD \$1,312,500 - see Section F below), the balance consisting of approximately CAD \$2.45 million will be distributed to eligible Settlement Class members either directly, or indirectly, through a *cy pres* distribution to Food Banks Canada. There will be no fees associated with the distribution because class counsel proposes to self-administer the distribution to save costs.

If the proposed settlement is approved, the settlement will resolve the class action for all Settlement Class members as against the defendants and a full release of all claims in the class action will be granted to the defendants. The settlement represents a resolution of disputed claims and the defendants do not admit any wrongdoing or liability.

### **C. Proposed Distribution of Settlement Funds**

As part of the settlement approval hearing, the Federal Court will be asked to approve a protocol for the distribution of the settlement funds, plus interest and less the deductions set out above.

In addition, recognizing that not all Settlement Class members are eligible to submit a claim, the proposed distribution protocol provides that a *cy pres* distribution in the amount of CAD \$250,000 will be made to Food Banks Canada.

The remaining net settlement funds of approximately CAD \$2.2 million will be distributed to eligible claimants *pro rata* (proportionally), based on the value of their eligible purchases.

Only Settlement Class members who purchased more than CAD \$1 million of Salmon in Canada between April 10, 2013 and February 20, 2019 will be eligible to submit a claim. The value of a Settlement Class member's eligible purchases will be determined based on sales information provided by the defendants pursuant to the terms of the Settlement Agreement and/or information provided by the Settlement Class member as part of the claims process.

The compensation amount payable to individual Settlement Class members cannot be reliably estimated at this time because this will depend on the number and value of claims filed. Notices will be sent directly to over 1,000 companies that may qualify for settlement funds.

See the proposed distribution protocol online at [www.siskinds.com/salmon](http://www.siskinds.com/salmon) for more information.

After the settlement and distribution protocol are approved, a further notice will be issued that will describe the process and deadline for applying to receive a payment.

### **D. Settlement Approval Hearing and Objecting to the Settlement**

The settlement remains subject to approval by the Federal Court. The application for approval of the settlement will be heard by the Federal Court on Thursday, November 30, 2023, at 9:30 am, by videoconference. At this hearing, the Federal Court will determine whether the settlement is fair, reasonable, and in the best interests of the Settlement Class. The Federal Court will also be asked to determine whether the proposed distribution protocol is fair, reasonable, and in the best interests of the Settlement Class.

Settlement Class members who do not oppose the settlement, the proposed distribution protocol, and/or Class Counsel fees are not required to appear at the settlement approval hearing or take any other action at this time. Settlement Class members who consider it desirable or necessary to seek the advice and guidance of their own lawyers may do so at their own expense.

At the settlement approval hearing, the Federal Court will consider objections to the settlement, the proposed distribution protocol, and/or Class Counsel fees by individual Settlement Class members if such objections are submitted in writing, by prepaid mail to Siskinds LLP, Attn: Linda Visser 275 Dundas Street, Unit 1, P.O. Box 2520, London ON N6B 3L1 or email to [salmon@siskinds.com](mailto:salmon@siskinds.com) postmarked **no later than Monday, November 20, 2023**.

A written objection should include the following information:

- a) the objector's name, current mailing address, telephone number, and email address;
- b) the reason why the objector believes that they are a Settlement Class member;
- c) a brief statement of the nature of and reasons for the objection; and
- d) whether the objector intends to appear at the hearing in person or by counsel, and, if by counsel, the name, address, telephone number, and email address of counsel.

#### **E. Excluding Yourself from the Settlement**

If you do not want to participate in the class action, you must send a written request to opt-out by **10:00 AM** (the "**Opt-Out Deadline**") to Siskinds LLP, Attn: Linda Visser 275 Dundas Street, Unit 1, P.O. Box 2520, London ON N6B 3L1 or email to [salmon@siskinds.com](mailto:salmon@siskinds.com). The written request to opt-out must be signed by you (or your designee) and contain the following information:

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Linda Visser and Bridget Moran

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P.O. Box 2520, London ON N6B 3L1**

1-800-461-6166

[linda.visser@siskinds.com](mailto:linda.visser@siskinds.com)

[bridget.moran@siskinds.com](mailto:bridget.moran@siskinds.com)

Jean Marc Leclerc and Mohsen Seddigh

**Sotos LLP, 180 Dundas Street West, Suite  
1200, Toronto, ON M5G 1Z8**

416-977-6857

416-572-7320

[jleclerc@sotosllp.com](mailto:jleclerc@sotosllp.com)

[mseddigh@sotos.ca](mailto:mseddigh@sotos.ca)

James Sayce and Adam Tanel

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416-542-6298

416-595-2072

[jsayce@kmlaw.ca](mailto:jsayce@kmlaw.ca)

[atanel@kmlaw.ca](mailto:atanel@kmlaw.ca)

Chloé Faucher-Lafrance

**Siskinds Desmeules s.e.n.c.r.l.  
43 de Buade Street, unit 320, Quebec  
City, QC G1R 4A2**

418-694-2009

1-877-735-3842

[recours@siskinds.com](mailto:recours@siskinds.com)

If you wish to remain a Settlement Class member, you do not need to hire your own lawyer because Class Counsel is working on your behalf. You do not have to pay Class Counsel out-of-pocket. Class Counsel will collectively be asking that the Federal Court approve legal fees up to 25% of the settlement funds (CAD \$1,483,125 inclusive of taxes), plus unfunded disbursements which are nominal. Any approved legal fees and disbursements will be paid out of the settlement fund.

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Class Counsel will also be asking that the Federal Court approve an honorarium for the two representative plaintiffs in the amount of CAD \$500 each. Any approved honorarium will be paid out of the settlement fund.

If you wish to pursue your own case separate from this one, or if you exclude yourself from the class, these lawyers will no longer represent you. You may need to hire your own lawyer if you wish to pursue your own lawsuit against the defendants.

#### **G. More Information**

This notice is given to you on the basis that you may be a Settlement Class member whose rights could be affected by the class action. This notice should not be understood as an expression of

any opinion of the Federal Court as to the merits of any claim or defences asserted in the class action. Its sole purpose is to inform you of the class action so that you may decide what steps to take in relation to it.

This notice contains a summary of the class action and the settlement. Further details regarding the class action and the settlement can be found on the following website: [●].

If you have questions that are not answered online, please contact the appropriate Class Counsel identified above.

This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between the provisions of this notice and the Settlement Agreement, including the schedules to the Settlement Agreement, the terms of the Settlement Agreement and/or the Federal Court orders shall prevail.

**DO NOT CONTACT THE FEDERAL COURT FOR INFORMATION.**

**THIS NOTICE HAS BEEN APPROVED BY  
THE FEDERAL COURT OF CANADA**

**SCHEDULE “C”**

**FARMED ATLANTIC SALMON CLASS ACTIONS**

**CANADIAN NOTICE PLAN – NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING**

1. For the purposes of this Notice Plan, the definitions set out in the Settlement Agreement apply to and are incorporated into this Notice Plan.
2. The proposed Notice Plan has been designed to provide the best notice practicable.
3. The Notice of Certification and Settlement Approval Hearing is attached as **Error! Reference source not found.**
4. There will no other forms of notice other than what is provided for herein, except as agreed to by the Parties or as ordered by the Federal Court.

**Direct Notice**

4. Class Counsel and/or the Court-appointed notice provider will effectuate direct individual notice to the Persons listed below. Where an email address is available, the notice will be sent by email (in English and French). Where an email address is not available, the notice will be sent by direct mail. Where the address is in Quebec, the notice will be sent in English and French:
  - (a) the direct purchaser customers of the Settling Defendants, to the extent such information was provided to Class Counsel and/or the Court-appointed notice provider in accordance with the terms of the Settlement Agreement;
  - (b) anyone who has registered with Class Counsel to receive updates on the status of the litigation; and
  - (c) 1,067 companies located in Canada and identified by Data Axle<sup>1</sup> as having corporate locations with 50 or more employees and/or individual locations with 100 or more employees and operating in the following business sectors: fish smoking & curing (manufacturers), fish packers (manufacturers), food-canned (manufacturers), canned & cured fish & seafoods (manufacturers), seafood packers (manufacturers), seafood – wholesale, fish and seafood brokers (wholesalers), food service distributors (wholesalers), foods-carryout, restaurants, caterers, restaurant management, and grocers (retail), but excluding irrelevant categories such as pizza chains, bars or pubs, fast food chains, etc.
5. Prior to mailing, Class Counsel and/or the Court-appointed notice provider will update the addresses provided by the Settling Defendants using the Canada Post National Change of Address database.

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<sup>1</sup> Data Axle maintains a database of business records in Canada and the United States.

6. Class Counsel and/or the Court-appointed notice provider Administrator will track any returned undeliverable emails and will promptly send the notice by direct mail (where a mailing address is available).
7. Class Counsel and/or the Court-appointed notice provider Administrator will track any returned undeliverable mail by Canada Post and will promptly re-mail any returned with a forward address.

**Indirect Notice**

8. A press release will be jointly drafted and agreed to by the Parties and distributed (in English and French) nationwide to media outlets and publications through publication on Canada Newswire. A copy of the press release will also be sent directly to IntraFish. The press release will direct readers to Class Counsel's websites for additional information.
9. Class Counsel and/or the Court-appointed notice provider will provide a copy of the Notice of Certification and Settlement Approval Hearing to the following industry associations, in English and/of French, as appropriate, requesting voluntary distribution to their membership:
  - (a) Canadian Federation of Independent Grocers;
  - (b) Food, Health and Consumer Products of Canada;
  - (c) Restaurants Canada; and
  - (d) Food Processors of Canada.
10. Class Counsel will post a copy of the Notice of Certification and Settlement Approval Hearing (in English and French) on their respective websites and share the post through their social media accounts.
11. Online advertisements will be jointly drafted and agreed to by the Parties and posted online (in English and French) through advertisements posted over a two-month period on Facebook and Instagram.