

Schedule "G"

Canadian Packaged Bread National Class Actions Distribution Protocol

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RULES FOR DISTRIBUTION IN THE CANADIAN PACKAGED BREAD NATIONAL CLASS ACTIONS SETTLEMENT

The provisions and procedures set forth in this Distribution Protocol, once approved by the Courts as fair and reasonable having regard to all the circumstances of these Actions, shall govern the claims process to be established in the Ontario Action and the Quebec Action to distribute the Settlement Funds in the Actions to and for Settlement Class Members and shall be implemented by the Settlement Administrators appointed in each Action. It contains provisions aimed at balancing the high cost of complex claims administration with the *de minimis* value of some claims, particularly having regard to the passthrough of overcharges and provides for taking credit for the \$25.00 payment previously issued to those Settlement Class Members who applied to the Loblaw Card Program which made reference to the Ontario Action and Quebec Action.

1. The Settlement Funds shall be distributed to and for the benefit of Settlement Class Members in accordance with the provisions of this Distribution Protocol.
2. This Distribution Protocol contains a \$5.00 minimum payment threshold for the distribution of compensation to reflect the costs of the distribution and to maintain a viable and equitable economic platform for the settlement administration.
3. The distribution of Settlement Funds in Quebec shall be subject to the application of the *Act respecting the Fonds d'aide aux actions collectives*, CQLR c. F-3.2.0.1.1 and calculated in accordance with the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, CQLR. c. R-2.1, r. 2. For avoidance of doubt, the Settlement Agreement provides for collective recovery.

DEFINITIONS

4. The following definitions apply for the purposes of this Distribution Protocol:
 - (a) **Actions (or, individually, Action)** means the Ontario Action and the Quebec Action.
 - (b) **Card Program Payment** means the amount of ninety-six million Canadian dollars (CDN \$96,000,000) previously paid by the Settling Defendants to potential members of the Settlement Classes through the Loblaw Card Program.
 - (c) **Claim** means the electronic claim form that a Claimant must complete and submit to the Settlement Administrator in the applicable Action by the applicable Claims Filing Deadline to be considered for compensation under this Distribution Protocol.
 - (d) **Claimant** means a Consumer and/or an Other Purchaser, if applicable.

- (e) **Claims Filing Deadline** means the applicable date by which Consumers and/or Other Purchasers must submit their Claims.
- (f) **Consumer** means a Settlement Class Member who purchased Packaged Bread, directly or indirectly, for personal use and not for commercial resale in the same or a modified form.
- (g) **Consumer Claim** means the Claim that must be submitted by a Consumer by the Consumer Claims Filing Deadline to be considered for compensation under this Distribution Protocol.
- (h) **Consumer Claims Filing Deadline** means the date by which Consumers must submit their Consumer Claims, which date shall be [3 months] after the first distribution of the Post-Approval Notices advising of the commencement of the Consumer claims process.
- (i) **Consumer Fund** means the fund created in each Action to hold that portion of the Settlement Funds allocated to and for the benefit of Consumers in that Action.
- (j) **Courts (or, individually, Court)** means the Ontario Superior Court of Justice and the Superior Court of Quebec.
- (k) **Distribution Protocol** means this distribution protocol approved by the Courts for the distribution of the Settlement Funds to and for the benefit of Settlement Class Members in accordance with the provisions herein.
- (l) **Excluded Persons means:** (i) each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the heirs, successors, and assigns of any of the foregoing; (ii) counsel of record of any of the Defendants; and (iii) any Person who opted out of the Ontario Action or the Quebec Action.
- (m) **Loblaw Card Program** means the card program described in the Ontario Court decision in *David et al. v. Loblaw et al.*, 2018 ONSC 198.
- (n) **Ontario Action** means the action filed in the Ontario Court with the title of proceedings *David et al., v. Loblaw Companies Limited, et al.*, bearing Court File No. CV-17-586063-00CP (Toronto).
- (o) **Ontario Settlement Class Members** means all Persons resident anywhere in Canada except Quebec as of December 31, 2021, other than Excluded Persons, who between January 1, 2001 and December 31, 2021, inclusive, directly or indirectly purchased Packaged Bread.

- (p) **Other Purchaser** means a Settlement Class Member in either Action who purchased Packaged Bread for commercial resale in the same or a modified form.
- (q) **Other Purchaser Fund** means the fund created in each Action to hold that portion of the Settlement Funds allocated to and for the benefit of Other Purchasers in that Action.
- (r) **Packaged Bread** means any and all packaged bread products and bread alternatives produced or distributed by any of the current or future Defendants to the Actions, including but not limited to bagged bread, buns, rolls, bagels, naan bread, English muffins, wraps, pita and tortillas, but excluding bread frozen when sold and bread baked on-site in the establishment where it is retailed.
- (s) **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.
- (t) **Quebec Action** means the action filed in the Quebec Court, District of Montreal, under the heading *Govan c. Loblaw Companies Limited, et al.*, bearing Court File No. 500-06-000888-178.
- (u) **Quebec Settlement Class Members** means all persons, partnerships and associations resident in Quebec who purchased at least one package of bread in between January 1, 2001 and December 31, 2021. The word “bread” in the class description means bread products and bread alternatives produced or retailed by any of the Defendants in the Quebec Action, excluding bread frozen when sold and bread baked onsite in the establishment where it is retailed.
- (v) **Settlement Administrator** means RicePoint Administration Inc. dba Verita Global for the Ontario Action and Concilia Services Inc. and Richter LLP for the Quebec Action, subject to being appointed by the Court in the applicable Action to administer the distribution of the Settlement Funds allocated to that Action in accordance with the provisions of this Distribution Protocol and any related Court orders.
- (w) **Settlement Class Members** means the Ontario Settlement Class Members and the Quebec Settlement Class Members.
- (x) **Settlement Funds** means that portion of the Settlement Payment and accrued interest or income available for distribution to and for the benefit of Settlement Class Members after the payments contemplated by the Settlement Agreement and relevant orders of the Courts are deducted.

ALLOCATION OF SETTLEMENT FUNDS

3. The Settlement Funds will be notionally allocated between the Actions on the basis of population as follows:

Ontario Action	Quebec Action
78%	22%

4. The Settlement Funds allocated to each Action shall be further allocated between a Consumer Fund and an Other Purchaser Fund in each Action in the following proportion based upon independent expert evidence and the sales data available to the expert at this stage of the Actions:

Consumer Fund	Other Purchaser Fund
99.5%	0.5%

DISTRIBUTION OF THE OTHER PURCHASER FUND

5. The Settlement Funds allocated to the Other Purchaser Fund in each Action will not be distributed at this time. These monies will continue to be held in trust by the Trustee and invested for the benefit of Other Purchasers.
6. The Courts will determine how the Other Purchaser Fund will be distributed at a later date on notice to Settlement Class Members who are Other Purchasers. This may include a distribution to Other Purchasers following a claims process to be run at a future date or, alternatively, may include a *cy-près* distribution to industry associations and/or registered charity or not-for-profit organization (or charities and/or not-for-profit organizations) connected to addressing food security in Canada.

RULES FOR DISTRIBUTION OF THE CONSUMER FUND

7. Consumers seeking compensation for overcharges paid on Packaged Bread purchases must submit their Consumer Claims to the Settlement Administrator appointed in the applicable Action on or before midnight PST on the Consumer Claims Filing Deadline to be considered for compensation.
8. Any Consumer Claim not submitted to the Settlement Administrator appointed by the Court in the applicable Action on or before midnight PST on the Consumer Claims Filing Deadline will be rejected by the Settlement Administrator.

9. The following additional provisions apply to Consumer Claims:
- a) Consumers resident anywhere in Canada except Quebec on December 31, 2021 must submit their Consumer Claim to the Settlement Administrator appointed in the Ontario Action at [insert Ontario Action Settlement Website];
 - b) Consumers resident in Quebec on December 31, 2021 must submit their Consumer Claim to the Settlement Administrator appointed in the Quebec Action at [insert Quebec Action Settlement Website];
 - c) Consumer Claims from individuals under the age of eighteen (18) years, as of the date of their Claim, will not be accepted;
 - d) Consumer Claims from or on behalf of estates will not be accepted;
 - e) Consumers will be required to declare the \$25.00 benefit issued to them under the Loblaw Card Program on their Consumer Claim, if applicable;
 - f) Consumers will be required to provide the following in respect of their Consumer Claim: (i) such information and/or documentation as may be required by the Settlement Administrator appointed in the applicable Action; and (ii) a confirmation that the information and/or documentation that they have submitted is true and correct and that they are not making any claim to which they are not entitled.
10. The Settlement Administrator appointed by the Court in the applicable Action shall determine whether or not each Consumer Claim is approved based upon the provisions of this Distribution Protocol and the information and/or documentation submitted by the Consumer.
11. The Settlement Administrator shall notify Consumers if their Consumer Claim is identified as being supported by insufficient proof or lacking other required information. The Consumer shall have twenty (20) days from the date of such notice to remedy the issue(s). If the issue(s) is not corrected within the twenty (20) day period, the Settlement Administrator shall reject the Consumer Claim.
12. The Settlement Administrator shall process claims in a reasonable and cost-efficient manner. Any dispute regarding an assessment by the Settlement Administrator of the admissibility and validity of a Consumer Claim shall be referred to the Settlement Administrator for reassessment, and the Settlement Administrator's decision on the said reassessment shall be final. Prior to making a determination, the Settlement Administrator may consult with Class Counsel to resolve any questions or uncertainties relating to such determinations.

13. Compensation payable for approved Consumer Claims shall be calculated by the Settlement Administrator appointed in the applicable Action from the portion of the Settlement Funds allocated to the Consumer Fund in that Action as follows:
 - a) Following its evaluation of Consumer Claims, the Settlement Administrator shall calculate the total amount required to pay initial compensation of \$25.00 (or such lesser amount on a *pro rata* basis against the funds available in the Consumer Fund) for each approved Consumer Claim that was not compensated as part of the Loblaw Card Program;
 - b) If there are monies remaining in the Consumer Fund after the Settlement Administrator has determined the total amount required to cover the \$25.00 initial compensation amount for all approved Consumer Claims not compensated as part of the Loblaw Card Program, the Settlement Administrator will calculate on a *pro rata* basis as against the amount remaining in the Consumer Fund an amount of supplemental compensation payable for all approved Consumer Claims (both those that were compensated and those that were not compensated under the Loblaw Card Program);
 - c) If the supplemental compensation calculated for approved Consumer Claims compensated as part of the Loblaw Card Program amounts to less than \$5.00, no payment will be made. Any amounts remaining in the Consumer Fund as a result of this provision will be reallocated *pro rata* to the approved Consumer Claims not compensated as part of the Loblaw Card Program prior to distribution; and
 - d) Where both Initial and supplemental compensation is payable for an approved Consumer Claim under the provisions of this paragraph 13, the compensation will be combined and paid as a single Interac e-transfer or cheque.
14. As soon as practicable after the calculation of the compensation for approved Consumer Claims is completed and prior to its distribution, the Settlement Administrator in each Action shall report to Class Counsel in the Action regarding the proposed distribution of compensation. Upon receipt of the Settlement Administrator's report, Class Counsel in the applicable Action shall forthwith take such steps as they determine may be required pursuant to the provisions of the Distribution Protocol to finalize payment of the compensation for approved Claims including, if necessary, an application to the applicable Court.
15. As soon as practicable after the proposed distribution for Consumer Claims is approved for distribution by Class Counsel in the applicable Action, the Settlement Administrator shall requisition the funds required from the Trustee and upon their receipt forthwith pay out the compensation in accordance with the approved distribution.

16. Approved Consumer Claims in each Action will be paid by Interac e-transfer through email or, if elected by the Consumer, by cheque. Where a Consumer elects to be paid by cheque, \$2.00 will be deducted from the compensation payable to reflect the additional cost of providing a cheque.
17. Subject to the sole discretion of the Settlement Administrator in the applicable Action, payments will not be reissued after their expiry (thirty (30) days for Interac e-transfer and six (6) months for a cheque). Where a Consumer requests that an e-transfer or cheque be reissued, \$10.00 may be deducted from the compensation payable to reflect the cost of reissuing the payment.
18. There shall be no right of appeal in respect of Consumer Claims.

Residual Discretion for the Management of the Consumer Distribution

19. Notwithstanding the foregoing, if, during the claims process or after it is concluded and once compensation has been calculated in accordance with this Distribution Protocol, Class Counsel in either Action has concerns the claims process and/or Distribution Protocol requires modification, they may move to the applicable Court for approval of a reasonable modification to this Distribution Protocol or for further directions with respect to the distribution of the Consumer Fund in the applicable Action.
20. In arriving at a determination that an unjust result may be occurring or that a modification is required or recommended, Class Counsel in the applicable Action shall seek a consensus among themselves failing which they may move to the applicable Court for a determination of any such issue.

Residual Distribution of the Consumer Funds, if Any

21. If any Settlement Funds allocated to the Consumer Fund in either Action remain after distribution has been made in accordance with the provisions of this Distribution Protocol (as modified, if applicable), the Fonds d'aide aux actions collectives shall receive the share of that balance in the Quebec Action to which it is entitled by law, if any, and the balance remaining in each Action shall be paid by the Settlement Administrator in that Action *cy-près* to a registered charity or not-for-profit organization (or charities and/or not-for-profit organizations) connected to addressing food security in Canada (including, but not limited to, food banks and/or school food programs), selected by Class Counsel in the Action and approved by the Court for that Action.

ADMINISTRATION OF THIS DISTRIBUTION PROTOCOL

22. The administration of the Distribution Protocol shall be governed by the Settlement Agreement, this Distribution Protocol and related orders of the Courts.

General Provisions Applicable to Administration

23. Generally, the Settlement Administrator appointed in each Action shall implement the following in the applicable jurisdiction:
- a) be fully bilingual in all respects;
 - b) establish a claims process(es) including a website and electronic web-based systems and procedures for completing, filing, receiving and adjudicating Claims;
 - c) employ secure, web-based systems with electronic registration and record keeping and state-of-the-art fraud detection measures;
 - d) provide professional and timely support and assistance to Settlement Class Members applying for compensation;
 - e) provide cost-efficient and timely adjudication of all Claims made in accordance with industry standards;
 - f) provide timely payment of approved Claims in accordance with the provisions of this Distribution Protocol (as modified, if applicable);
 - g) provide complete and timely reporting in respect of all aspects of the claims process; and
 - h) provide for an interest-bearing trust account at a Canadian Schedule 1 bank in Canada to hold the Settlement Funds and any income accruing thereto and for the benefit of Settlement Class Members.

The Duties and Responsibilities of the Settlement Administrators

24. Each Settlement Administrator shall administer the Distribution Protocol in accordance with the provisions of all relevant orders of the Courts, the Settlement Agreement and this Distribution Protocol under the oversight of Class Counsel and the ongoing authority and supervision of the Courts.
25. The Settlement Administrator's duties and responsibilities in its applicable Action shall include the following:

- (a) receiving information provided by Class Counsel in respect of potential Settlement Class Members for notice purposes;
- (b) providing such Settlement Class Notices to the Settlement Class Members as may be required;
- (c) developing, implementing, maintaining and operating a settlement website which includes information relevant to the Action and the claims process(es) for that Action;
- (d) developing, implementing, maintaining and operating an electronic claims process(es) through the settlement website;
- (e) assisting Settlement Class Members and facilitating their Claims;
- (f) performing industry standard verification procedures, including industry state-of-the-art fraud detection measures on Claims made to ensure their validity;
- (g) making cost-efficient and timely decisions in respect of Claims received and notifying the Settlement Class Members of the decision promptly thereafter if required;
- (h) reporting the results of the claims process(es) and the intended distributions to Class Counsel and to the Court, if required, in a cost-efficient and timely fashion prior to distribution;
- (i) performing such recalculation of the distributions as may be required by Class Counsel or if ordered by the Court;
- (j) maintaining the Claims information and documentation so as to permit the audit of the settlement administration at the discretion of Class Counsel or if ordered by the Court;
- (k) arranging payment of compensation to approved Settlement Class Members in a cost-efficient and timely fashion;
- (l) dedicating sufficient personnel to respond to Settlement Class Members inquiries in English or French, as the Settlement Class Member elects;
- (m) remitting any amounts payable to the Fonds d'aide aux actions collectives in the Quebec Action;
- (n) regularly liaising with Class Counsel on an ongoing basis throughout the course of the administration;
- (o) reporting to Class Counsel and the Court if required respecting Claims received and administered and administration expenses, including a final report on administration within a reasonable period following the distribution;

- (p) arranging for the payment of any *cy-près* payments as may be approved by the Court;
- (q) reporting to Class Counsel and the Court at the conclusion of the claims process(es);
- (r) requisitioning from the Trustee the Settlement Funds allocated to the applicable Fund in the Action required for distribution once the distribution is approved;
- (s) holding the Settlement Funds received from the Trustee in an interest-bearing trust account at a Canadian Schedule 1 bank in Canada and making payments of compensation from the account as authorized;
- (t) fulfilling any obligation to report taxable income and make tax payments (including interest and penalties) due with respect to the income earned by the Settlement Funds, if any, once received from the Trustee pending distribution;
- (u) cash management and audit control, as required;
- (v) preparing and submitting such further reports and records as may be directed by Class Counsel or the Court; and
- (w) performing such further and other duties and responsibilities as may be necessary to perform and discharge the administration required by this Distribution Protocol in a cost-efficient manner and in accordance with industry standards.

Claims Audit

26. Each Settlement Administrator shall perform such checks and balances in its administration as are industry standard to ensure the validity of the Claims made and, in its sole discretion acting reasonably and in a cost-efficient manner, may elect to audit any Claim. A Settlement Administrator shall reject a Claim, in whole or in part, where, in the Settlement Administrator's view, the Settlement Class Member has submitted insufficient information and/or documentation or false information and/or documentation or has otherwise engaged in fraudulent conduct.

Fraud Detection

27. Each Settlement Administrator shall implement state-of-the art fraud detection procedures in its administration designed to identify and eliminate Claims that are fraudulent or otherwise improper. The claims process(es) set out in this Distribution Protocol may be modified to enhance fraud detection with the agreement of Class Counsel in the applicable Action and the direction of the Court.

Confidentiality

28. All information and/or documentation received from Settlement Class Members collected, used and retained by the appointed Settlement Administrators for the purposes of administering this Distribution Protocol is protected under the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5. The information and/or documentation provided by Settlement Class Members is strictly private and confidential and shall not be disclosed without the express written consent of the relevant Settlement Class Member, except in accordance with this Distribution Protocol and any relevant orders of the Courts.
29. Information and/or documentation provided by Settlement Class Members as part of the claims process(es) shall be securely preserved by the Settlement Administrators and may be used in the administration of any future settlements and/or judgments in the Actions. Information and/or documentation provided by Settlement Class Members as part of the claims process(es) shall be securely destroyed by the Settlement Administrator following the final disposition of the Actions.

ROLE OF CLASS COUNSEL

30. Class Counsel in each Action shall assist the Courts in overseeing the implementation and administration of the claims process(es) in the applicable Action and provide direction and assistance to the Settlement Administrator in that Action regarding this Distribution Protocol and the claims process(es).
31. Class Counsel in the applicable Action may, in consultation with the Settlement Administrator and on advising the Court, modify any time limits or deadlines during the claims process(es) to enhance the efficacy of the claims process(es) if they consider it is necessary and reasonable for the fair administration of this Distribution Protocol.