

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**THERESA ORIET**

Plaintiff

-and-

**AGRONOMY COMPANY OF CANADA LTD. and SOLLIO AGRICULTURE L.P.**

Defendants

PROCEEDING UNDER THE *CLASS PROCEEDINGS ACT, 1992, S.O. 1992, c. 6*

**DISTRIBUTION PROTOCOL**

**DEFINED TERMS**

1. For the purposes of this Plan of Distribution, the definitions set out in the Settlement Agreement apply to and are incorporated herein. Where a term is defined in both the Settlement Agreement and the Plan of Distribution, the definition in the Plan of Distribution shall govern:
  - (a) “*Administration Expenses*” means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiff, Class Counsel, the Claims Administrator, or otherwise, for the approval, implementation and operation of this Settlement Agreement including the costs of distribution of the Settlement Fund, the costs of all notices to the Class, and the costs of the claims administration, but excluding Class Counsel Fees;
  - (b) “*Claims Administrator*” means such entity or person appointed by the Court to administer the Settlement Agreement and any employees or agents thereof;

- (c) “**Class Action**” means the class proceeding commenced by the Plaintiff in the Ontario Superior Court of Justice bearing Court File No. CV-21-00000241-00CP;
- (d) “**Class or Class Member**” means all persons residing in Canada whose Personal Information was stored on the computer systems of the Defendants that were potentially compromised or accessed in the Breach, excluding senior executives, officers, directors, and managers of the Defendants, to whom the Defendants previously provided notice of the Breach and who are alive as of the date of the Settlement Approval Order, excluding Opt Out Parties, and **Class Member** means any one thereof;
- (e) “**Class Member List**” means, in Excel spreadsheet format, a list of all those Class Members whom the Defendants contacted directly to advise of the Breach, including the Class Members’ name and last known contact information (including email address, where available);
- (f) “**Credit Monitoring**” means 5 years of credit monitoring and identity theft protection plan to be paid out of the Settlement Fund to the benefit of the Class;
- (g) “**Distribution Period**” means the period commencing the day after the Opt-Out Deadline and continuing until six months after the last cheque has been delivered to the Class Members;
- (h) “**Net Settlement Fund**” means an amount equal to the Settlement Fund, less Class Counsel Fees and disbursements, any honorarium payable to the Plaintiff as approved by the Court, and less the Administration Expenses;
- (i) “**Opt Out Deadline**” means thirty (30) days after the date on which the Notice of Settlement Approval is first published; and,
- (j) “**Opt Out Parties**” means any person who would otherwise be a Class Member but who has validly opted out of the Class Action on or before the Opt Out Deadline.

**OBJECTIVE**

2. The objective of this Plan of Distribution is to equitably distribute the Net Settlement Fund among Class Members. The distribution process is intended to be expeditious, cost effective and “user friendly” to minimize the burden on Class Members.

**OPTING OUT**

3. A Class Member may opt-out of the Class Action by sending a written election to opt-out, signed by the person or the person’s designee, at an address to be identified in the Notice of Settlement Approval.
4. An election to opt-out will only be effective if it is received by the Claims Administrator on or before the Opt-Out Deadline. Mailed opt outs must be post marked before the Opt-Out Deadline in order to be considered valid.
5. The written election to opt-out must contain the following information in order to be effective:
  - a. the person’s full name, telephone number and current address; and,
  - b. a declaration to the effect that the Person wishes to be excluded from the Class Action.
6. Persons who opt-out of the Class Action shall have no further right to participate in the Class Action or to share in the distribution of the Net Settlement Funds.

**FINAL DISTRIBUTION**

7. The Claims Administrator will, in consultation with Class Counsel, purchase bulk licenses for 5 years of Credit Monitoring so that each Class Member may receive Credit Monitoring to be paid for from the Net Settlement Fund. At the request of Class Counsel, the Defendants will facilitate the purchase of Credit Monitoring.
8. The Claims Administrator shall divide the Net Settlement Fund remaining after the purchase of the rights to Credit Monitoring by the number of Class Members and cause the amount derived by that calculation to be paid to each Class Member.

9. The Net Settlement Fund, less the cost of Credit Monitoring, shall be paid to Class Members in Canadian currency or as otherwise advised by the Claims Administrator and Class Counsel. Credit Monitoring shall be distributed by way of an activation code provided to each Class Member to register for the credit monitoring service.
10. Distribution of the Net Settlement Fund shall be delivered to the Class by mail, to the last known address of the Class Member on the Class Member List, as updated by the Claims Administrator using publicly available sources.
11. The Claims Administrator shall be authorized to distribute the Net Settlement Funds in accordance with this Plan of Distribution upon the commencement of the Distribution Period and without further order of the Court.
12. By agreement between the Claims Administrator and Class Counsel or by further order of the Court, any deadline contained in this Plan of Distribution, including the Distribution Period, may be extended if, in their opinions, doing so will not adversely affect the efficient administration of the Settlement Agreement and it is in the best interests of the Class to do so.
13. Six (6) months following the date after the last cheque has been delivered to Class Members, any uncashed settlement cheques shall be stale-dated. If, in the discretion of the Claims Administrator and in consultation with Class Counsel, any cheques so stale-dated ought to be re-issued to members of the Class, the Claims Administrator shall then have the right to re-issue any cheques to members of the Class.
14. Following the Distribution Period and six months after the date of re-issue of any cheques, or earlier if all such re-issued cheques have been cashed, any amount remaining in the Net Settlement Fund (whether due to tax refunds, interest, uncashed and stale dated cheques, or otherwise), shall then be paid, *cy-près*, to the Public Interest Advocacy Centre to be allocated towards its services in respect of consumer privacy issues.
15. No deceased Class Member's Estate is eligible to receive any portion of the Net Settlement Fund.

16. Under no circumstances will any repayment be made to the Defendants of any portion of the Settlement Fund.
17. Under no circumstances will the Defendants have any right to provide directions to the Claims Administrator about the distribution of the Settlement Fund.

#### **DISCRETION**

18. The Claims Administrator and Class Counsel shall have discretion in the interpretation of this Distribution Protocol in the interest of Class Members, having regard to the objectives of this Protocol, the principles of procedural and substantive reasonableness, and respecting the need for efficiency in the delivery of benefits to the Class Members.
19. In the event any unforeseen circumstances arise that may impair or frustrate the implementation of this Distribution Protocol, the Claims Administrator and Class Counsel shall have the general discretion and authority to make decisions for the benefit of Class Members consistent with the objectives of this Protocol, the principles of procedural and substantive reasonableness, and respecting the need for efficiency in the delivery of benefits to the Class Members. To the extent that the Claims Administrator and Class Counsel intend to exercise their discretion pursuant to this section, they shall advise the Defendants as soon as possible, and in advance of exercising the discretion. No exercise of the discretion shall increase the total amount that the Defendants are required to pay pursuant to the Settlement nor result in any portion of the Net Settlement Fund being used other than to make Credit Alert Protection available to Class Members, or to make payments to the Class Members or to the Public Interest Advocacy Centre. The exercise of the discretion shall not be exercised in a way that results in unequal treatment of Class Members except as expressly permitted by the Settlement Agreement and this Protocol.
20. If the discretion granted by this Protocol is insufficient to manage or resolve any issue that may arise in the course of this administration, the Claims Administrator and Class Counsel may seek directions from the Court at any time in order to address or resolve any matter requiring such direction.

**REPORTING**

21. The Claims Administrator will report to the Court regarding the disposition of the Net Settlement Fund and Credit Monitoring to the Class, including the number Class Members to whom payments were made, and Credit Monitoring accounts codes were delivered, the payment of the Settlement Administration Expenses, and the distribution of any remaining Net Settlement Fund *cy-près*, to the Public Interest Advocacy Centre. The report to the Court shall be delivered to Class Counsel, the lawyers for the Defendants and to the Court as soon as practicable after the completion of the settlement administration.

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