

SETTLEMENT AGREEMENT

Made as of September 28, 2022

Between:

RAYMOND EDWARD MATTHEWS and DONALD DUNLOP

(the "**Plaintiffs**")

and

LA CAPITALE CIVIL SERVICE MUTUAL, LA CAPITALE FINANCIAL GROUP INC., LA CAPITALE CIVIL SERVICE INSURER INC., LA CAPITALE FINANCIAL SECURITY INSURANCE COMPANY, and 3602214 CANADA INC.

(the "**Defendants**")

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RECITALS

- A. WHEREAS on September 20, 2018, the Plaintiffs commenced an action in the Supreme Court of British Columbia, in the Vancouver Registry under action number S1810216 (the "**Proceeding**");
- B. WHEREAS on May 28, 2020, the Proceeding was, after a contested application, certified as a class proceeding;
- C. WHEREAS the Defendants deny all the allegations asserted by the Plaintiffs in the Proceeding, and maintain that they have good and valid defences to the claims asserted therein;
- D. WHEREAS the Parties have agreed to enter into this Settlement Agreement in order to achieve an early full and final resolution of the Proceeding and to avoid the further expense, inconvenience and burdens of protracted litigation;
- E. WHEREAS the Parties attended a two-day mediation with Murray Clemens, K.C. on December 8 and 9, 2021, and have continued arm's-length settlement discussions since the mediation to reach this Settlement Agreement;
- F. WHEREAS the Plaintiffs have incurred the expense of their time and monetary expenses to litigate this matter which includes, but is not limited to, travel to and from and attendance at counsel's offices in Alberta and Saskatchewan, notary's offices, and for mediation in Vancouver, all at their own expense, to ensure that the litigation proceeded expeditiously and efficiently;
- G. WHEREAS the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on Class Counsel's analysis of the facts and law applicable to the Plaintiffs' claims asserted in the Proceeding, and having regard to the burdens and expense of prosecuting the Proceeding, and taking into account the likely maximum recovery for the Class weighed against those costs, risks, uncertainties and delays, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Class;
- H. WHEREAS the Plaintiffs and Class Counsel 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 Defendants, or evidence of the truth of any of the Plaintiffs' allegations against the Defendants, and the 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 Plaintiffs, or evidence of the truth or validity of any of the Defendants' defences or arguments against the Plaintiffs' claims;

- I. WHEREAS the Parties therefore wish to, and hereby do, finally resolve the Proceeding and all Released Claims, as defined below, subject to the approval of this Settlement Agreement by the Court;

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 Proceeding shall be settled on the following terms and conditions:

SECTION 1 – DEFINITIONS

For the purposes of this Settlement Agreement only, including the recitals and schedules hereto:

- (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 translation costs of the notices, including without limitation the Settlement Notice Costs, but excluding Class Counsel Fees, Disbursements, and any compensation payable to the Plaintiffs for their services to the Class.
- (2) **Bucket 1** means sales commission payments paid by La Capitale to Class Members who are, or were agents and sold insurance policies pursuant to agreements between the agent and La Capitale; and payments by La Capitale to Class Members who are, or were sales managers and are entitled to receive a specified percentage of insurance premiums sold by the agents that they oversaw pursuant to agreements between the sales manager and La Capitale.
- (3) **Bucket 2** means “P&L participation” (also known as “profit and loss payments”) paid by La Capitale to Class Members who are, or were regional directors or sales managers, pursuant to agreements between the regional director or sales manager, as the case may be, and La Capitale.
- (4) **Bucket 3** means the Founding Fathers Participation paid by La Capitale to a Founding Father.
- (5) **Certification Order** means the Order of the Honourable Justice Jackson pronounced on May 28, 2020 and entered on August 12, 2021.
- (6) **Claims Administrator** means Class Counsel.
- (7) **Class** means the class of persons represented by the Plaintiffs pursuant to the Certification Order.
- (8) **Class Counsel** means Merchant Law Group LLP.

- (9) **Disbursements** include the disbursements and applicable taxes incurred by Class Counsel and by the Plaintiffs in the prosecution of the Proceeding.
- (10) **Class Counsel Fees** means the fees of Class Counsel, and any applicable taxes or charges thereon.
- (11) **Class Member** means a member of the Class.
- (12) **Class Period** means the period between November 30, 2006 and May 28, 2020.
- (13) **Counsel for the Defendants** means Norton Rose Fulbright Canada LLP.
- (14) **Court** means the British Columbia Supreme Court.
- (15) **Date of Execution** means the date on which the Parties execute this Settlement Agreement.
- (16) **Distribution Protocol** means the plan for distributing the Settlement Amount and accrued interest, in whole or part, as approved by the Court.
- (17) **Effective Date** means the date on which the time to appeal the Final Order has expired without any appeal being taken or, if an appeal is taken, once it has been dismissed.
- (18) **Final Order** means the final judgment entered by the Court approving this Settlement Agreement.
- (19) **Founding Fathers** means the Class Members listed in Schedule "C" to this Settlement Agreement, being those Class Members who, as of the date of the Certification Order, were receiving Founding Fathers Participation.
- (20) **Founding Fathers Participation** means the specific payments paid by La Capitale solely to a Founding Father and not any other Class Member based on agreements between the Founding Father and La Capitale entitling the Founding Father to a specific percentage of all business written in specific offices that is in addition to any Bucket 1 and Bucket 2 payments paid by La Capitale to a Founding Father.
- (21) **La Capitale** means the Defendants, the Pennsylvania Life Insurance Company, the Penncorp Life Insurance Company, or their subsidiaries or acquirers.
- (22) **Party and Parties** means the Defendants, the Plaintiffs, and, where necessary, the Class Members.
- (23) **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.

- (24) **Released Claims** means any and all actions, causes of action, suits, debts, claims and demands, howsoever arising, by the Releasers as the result of, relating to, or arising from any and all conduct that has been alleged or could have been alleged as against any of the Defendants in the Proceeding, whether known or unknown, suspected or unsuspected, actual or contingent, liquidated or unliquidated, in law, under statute or in equity, from the beginning of time through the pendency of the Proceeding including, without limitation, any such claims which have been asserted, would have been asserted or could have been asserted in the Proceeding, or any future claims related to past, current or future conduct to the extent alleged in the Proceeding.
- (25) **Releasees** means the Defendants and their predecessors, successors, assigns, parents, subsidiaries and affiliates, and together with all of their respective officers, directors, employees, servants and agents and their successors and assigns and all related entities, including but not limited to La Capitale Civil Service Mutual, La Capitale Financial Group Inc., La Capitale Civil Service Insurer Inc., La Capitale Financial Security Insurance Company, 3602214 Canada Inc., the Pennsylvania Life Insurance Company and the Penncorp Life Insurance Company, along with all of their respective parents, subsidiaries and affiliates, and together with all of their respective officers, directors, employees, servants and agents and their successors and assigns.
- (26) **Releasers** means jointly and severally, individually and collectively, the Plaintiffs and the Class Members, and their respective successors, heirs, executors, administrators, trustees, assigns, devisees or representatives of any kind.
- (27) **Settlement Agreement** means this agreement, including the recitals and schedules.
- (28) **Settlement Amount** means CAD\$7,465,000, comprising:
- (a) the sum of \$7,200,000 for the class compensation fund, minus Class Counsel Fees and any Settlement Notice Costs in excess of \$15,000;
 - (b) \$200,000 for Administration Expenses, excluding the Settlement Notice Costs;
 - (c) \$25,000 to each of the two representative Plaintiffs' as Honoria (for a total of \$50,000 paid as Honoria); and
 - (d) \$15,000 for the Settlement Notice Costs, and if these costs are more than \$15,000, the excess will be paid from the class compensation fund described above.
- (29) **Settlement Notice Costs** means the costs of disseminating the Settlement Notice to the Class.

(30) **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, S.C. 1991, c. 46) held at a Canadian financial institution under the control of Class Counsel for the benefit of the Class Members as provided for in this Settlement Agreement.

SECTION 2 – SETTLEMENT APPROVAL

2.1 Best Efforts

The Parties shall use their best efforts to effect this settlement and to secure the prompt, complete, and final dismissal with prejudice of the Proceeding as against the Defendants.

2.2 Court Approval Required for Enforceable Agreement

With the exception of those provisions expressly stated to survive termination of this Settlement Agreement, this Settlement Agreement shall be of no force or effect unless this Settlement Agreement is approved by the Court.

2.3 Application Seeking Approval of Notice

As soon as practicable after the Date of Execution, the Plaintiffs will bring an application before the Court for an order approving the notice described in Section 7.

2.4 Application Seeking Approval of the Settlement

As soon as practicable after an the order referred to in Section 2.2 is granted and the notice described in Section 7 has been published, the Plaintiffs shall file an application before the Court for an order approving this Settlement Agreement.

2.5 Draft Copies of Application Materials

The Plaintiffs will provide draft copies of the application materials to Counsel for the Defendants before they are finalized. The Parties will work cooperatively to address any confidentiality or other reasonable concern raised by the Defendants prior to filing the application materials.

2.6 Pre-Motion Confidentiality

Until the application materials required to obtain the notice order referred to in Section 2.3 is filed or provided to the Court, the Parties shall keep all of the terms of the Settlement Agreement confidential, including over social media, and shall not disclose them without the prior consent of Counsel for the Defendants and Class Counsel, as the case may be, except as required for financial reporting, the preparation of financial records

(including tax returns and financial statements), as necessary to give effect to its terms, as otherwise required by law or requested by regulatory authorities. Notwithstanding anything to the contrary contained in the immediately preceding sentence, the Defendants shall be permitted to make such disclosures within its consolidated financial statements as are needed to ensure compliance with the Defendants reporting requirements.

SECTION 3 – SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

- (1) The Defendants shall transfer the Settlement Amount to Counsel for the Defendants, in trust, on a day that is no later than ten (10) business days following the date of the Final Order.
- (2) The Defendants shall, via Defendants' Counsel, pay the Settlement Amount to Class Counsel, in trust, for deposit into the Trust Account on a day that is no later than ten (10) business days following the Effective Date.
- (3) Payment of the Settlement Amount to Class Counsel shall be made by wire transfer. Prior to the Settlement Amount becoming due, Class Counsel will provide to Counsel for the Defendants, in writing, the following information necessary to complete the wire transfer: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.
- (4) The Settlement Amount shall be provided in full and final satisfaction of the Released Claims against the Releasees.
- (5) The Settlement Amount shall be inclusive of all amounts, including, without limitation, taxes, interest, costs, Administration Expenses, Settlement Notice Costs, Class Counsel Fees, Disbursements, and any fees payable to the Plaintiffs to compensate them for their service to the Class.
- (6) The Defendants shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Proceeding.
- (7) Class Counsel shall maintain the Trust Account as provided for in this Settlement Agreement.
- (8) Class Counsel shall not pay out all or any part of the monies in the Trust Account, except in accordance with the Settlement Agreement, the Distribution Protocol, or an order of the 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 Class and shall become and remain part of the Trust Account.
- (2) Subject to Section 3.2(3), 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 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.
- (3) The 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 Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel.

SECTION 4 – TERMINATION OF SETTLEMENT AGREEMENT

4.1 Right of Termination

- (1) In the event that:
 - (a) the Court declines to approve this Settlement Agreement or any material part hereof; or
 - (b) any order approving this Settlement Agreement made by the Court does not become a Final Order

the Plaintiffs and the Defendants shall each have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 11.17, 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(2), the Plaintiffs shall have the right to terminate this Settlement Agreement, at their sole discretion, by delivering a written notice pursuant to Section 11.17.
- (3) Except as provided for in Section 4.3, if the Settlement Agreement is terminated, the Settlement Agreement and Distribution Protocol shall be null and void and have no further force or effect, and

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.

- (4) Any order, ruling or determination made by the Court with respect to Disbursements, Class Counsel Fees, fees to compensate the Plaintiffs for their service to the Class, or with respect to the Distribution Plan 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.

4.2 If Settlement Agreement is Terminated

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 application to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) the Parties will cooperate in seeking to have any issued order approving this Settlement Agreement set aside and declared null and void and of no force or effect, and any Party shall be estopped from asserting otherwise; and
- (c) the Settlement Amount will be returned to the Defendants in full.

4.3 Survival of Provisions After Termination

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), 4.1(3), 4.2, 4.3, 6.1, and 6.2, 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), 4.1(3), 4.2, 4.3, 6.1, and 6.2 within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

SECTION 5 – RELEASES AND DISMISSALS

5.1 Release of Releasees

- (1) In consideration of the payment of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Releasors forever and absolutely release the Releasees from the Released Claims.
- (2) For greater certainty, and without limiting the generality of the foregoing,

- (a) the Released Claims include any claim for, or any right or entitlement to receive, past, present, or future compensation by the Founding Fathers for Bucket 3 payments pursuant to any agreements with La Capitale; and
- (b) the Released Claims and this Settlement Agreement do not affect La Capitale's obligations following the Date of Execution, if any, to make Bucket 1 and Bucket 2 payments to Class Members including to the Founding Fathers. For the avoidance of doubt, the Released Claims include any claims by Class Members entitled to Bucket 1 and Bucket 2 payments following the Date of Execution, if any, relating to or arising from any and all conduct that has been alleged or could have been alleged as against any of the Defendants in the Proceeding including, without limitation, any future claims related to past, current or future conduct to the extent alleged in the Proceeding.

5.2 No Further Claims

The Releasors shall not now, nor hereafter institute, continue, maintain, or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any Released Claim against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any of the Released Claims.

5.3 Dismissal of the Proceeding

Upon the Effective Date, the Proceeding shall be dismissed with prejudice and without costs as against the Defendants.

SECTION 6 – EFFECT OF SETTLEMENT

6.1 No Admission of Liability

- (1) Nothing in the Settlement Agreement amounts to an admission of liability by the Defendants or any of the Releasees.
- (2) The Plaintiffs, the Defendants, and all Releasees expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason.
- (3) Regardless of whether 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 Proceeding.

6.2 Agreement Not Evidence

The Parties agree that, regardless of whether 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 as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve, enforce, or some combination thereof this Settlement Agreement, to defend against the assertion of Released Claims, or as otherwise required by law.

SECTION 7– NOTICE TO CLASS

7.1 Notice Required

The Class shall be given a single notice of the hearing at which the Court will be asked to approve the Settlement Agreement, Distribution Protocol, and Class Counsel Fees and Disbursements (the “**Settlement Notice**”).

7.2 Form and Distribution of Notice

- (1) The Settlement Notice shall be in a form agreed upon by the Parties and approved by the Court or, if the Parties cannot agree on the form of the Settlement Notice, the Settlement Notice shall be in a form ordered by the Court.
- (2) Class Counsel will disseminate the Settlement Notice, as approved by the Court, as follows:
 - (a) direct mailings to Class Members using email and regular mail where such an email or regular mail address is available; and
 - (b) posting the Settlement Notice on any relevant websites maintained by Class Counsel.

7.3 Costs of Disseminating Settlement Notice

The Settlement Notice Costs shall be paid from the Settlement Amount, regardless of whether the Settlement is approved by the Courts or the Settlement Agreement is terminated.

SECTION 8 – DISTRIBUTION OF THE SETTLEMENT AMOUNT

8.1 Distribution Protocol

- (1) Class Counsel will prepare and implement the Distribution Protocol, with input from the Defendants where Class Counsel considers such input necessary. The Distribution Protocol attached as Schedule “A” hereto describes the plan for distributing the Settlement Amount, and forms part of this Settlement Agreement.
- (2) The Distribution Protocol will provide that compensation may flow only to those Class Members:
 - (a) who are listed in Schedule “B” to this Settlement Agreement, being those Class Members who, per the records of the Defendants, as of the date of the Certification Order, had satisfied all of the vesting criteria pursuant to an agreement with La Capitale entitling them to receive, at any time during the Class Period, ongoing compensation from La Capitale which includes the business operations and activities of the Defendants, being Bucket 1 and/or Bucket 2 payments; or
 - (b) who are listed in Schedule “C” to this Settlement Agreement, being Class Members who, as of the date of the Certification Order, were receiving Founding Fathers Participation, being Bucket 3 payments.
- (3) If a Class Member listed in Schedule “B” or Schedule “C” is deceased, the compensation contemplated by the Distribution Protocol will flow to the estate, beneficiary or heir of the deceased Class Member or to any other person who may be legally entitled to receive all or a part of the compensation of the deceased Class Member, as the case may be.
- (4) If any person who is not a Class Member is legally entitled, by court order, agreement, or otherwise, to receive all or a part of the compensation contemplated by the Distribution Protocol payable to a Class Member listed in Schedule “B” or Schedule “C” who is not deceased, the said compensation shall flow to that person.

8.2 Information for Distribution

The Defendants will provide the Plaintiffs with all available information reasonably required for the preparation and administration of the Distribution Protocol, including the data set out in section 2 of the Distribution Protocol attached as Schedule A hereto, provided that the Defendants shall not be liable for any use of such information in connection with the Distribution Protocol, and this limit on its liability will be a term of the Final Order.

8.3 Court Approval of Distribution Protocol

Class Counsel will seek the Court's approval of the Distribution Protocol contemporaneous with seeking approval of this Settlement Agreement.

8.4 Appointment of Administrator

Class Counsel will apply for the appointment of the Administrator contemporaneous with seeking approval of this Settlement Agreement.

SECTION 9 – CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES

9.1 Responsibility for Fees, Disbursements and Taxes

- (1) The Defendants and the Releasees shall not be liable for any Class Counsel Fees, Disbursements, or taxes of any of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiff or the Class Members, or any lien of any Person on any payment to any Class Member from the Settlement Amount.
- (2) The Defendants recognize that Class Counsel Fees and Disbursements payable are a matter between Class Counsel and the Class, subject to approval by the Court. The Defendants agree that they will not object to or oppose Class Counsel's request for approval of Class Counsel Fees so long as it does not exceed the maximum payable under the retainer agreement with Class Counsel. The Defendants further agree that they shall not, unless otherwise directed by the Court, make any submissions to the Court on Class Counsel's request for approval of Class Counsel Fees.

9.2 Court Approval of Class Counsel Fees and Disbursements

Class Counsel will seek the Court's approval to pay Disbursements and Class Counsel Fees contemporaneous with seeking approval of this Settlement Agreement. Disbursements and Class Counsel Fees shall be reimbursed and paid solely out of the Trust Account after the Effective Date. No other Disbursements or Class Counsel Fees shall be paid from the Trust Account prior to the Effective Date.

9.3 Court Approval of Administration Expenses

Contemporaneous with seeking approval of this Settlement Agreement, Class Counsel will seek the Court's approval to pay Administration Expenses in a lump sum amount of \$200,000. Administration Expenses, which shall be limited to the total sum of \$200,000, shall be reimbursed and paid solely out of the Trust Account after the Effective Date.

SECTION 10 – PAYMENT TO REPRESENTATIVE PLAINTIFFS

10.1 Compensation for service to the Class

The Plaintiffs will seek the Court's approval to pay the Plaintiffs a fee to compensate them for their service to the Class, up to a maximum of \$25,000 for each of the Plaintiffs, contemporaneously with seeking approval of the Settlement Agreement. Any award under this section approved by the Court shall be paid out of the Settlement Amount upon the Effective Date and shall not be in addition to the Settlement Amount.

SECTION 11 – MISCELLANEOUS

11.1 Defendants' Prior Approval of any Public Statements

Subject to Section 2.6, Class counsel will seek the prior approval of the Defendants, acting reasonably, of any public statements to be made by or on behalf of the Class or by Class Counsel, in relation to this settlement.

11.2 Applications for Directions

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

11.3 Headings, etc.

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.

11.4 Computation of Time

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, the act may be done on the next day that is not a holiday.

11.5 Ongoing Jurisdiction

The Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiff, Class Members and Defendants attorn to the jurisdiction of the Court for such purposes.

11.6 Governing Law

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

11.7 Entire Agreement

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.

11.8 Amendments

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 Court.

11.9 Binding Effect

This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiff, the Class Members, the Defendants, 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 Plaintiff shall be binding upon all Releasors and each and every covenant and agreement made herein by the Defendants shall be binding upon all of the Releasees.

11.10 Counterparts

This Settlement Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

11.11 Negotiated Agreement

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 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.

11.12 Language

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 que la présente convention et tous les documents connexes soient rédigés en anglais. Nevertheless, if required to by the Court, Class Counsel, a translation firm selected by Class Counsel, or some combination thereof shall prepare a French translation of the Settlement Agreement, the cost of which shall form part of the Administration Expenses and 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.

11.13 Recitals

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

11.14 Schedules

The schedules form part of this Settlement Agreement.

11.15 Acknowledgements

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

11.16 Authorized Signatures

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.

11.17 Notice

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, facsimile 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 Proceeding:

E.F. Anthony Merchant, K.C., Anthony Tibbs, Iqbal S. Brar
Merchant Law Group LLP
2401 Saskatchewan Drive
Regina, SK S4P 4H8
Tel: 604-609-7777
Fax: 604-951-7721
Email: tmerchant@merchantlaw.com, atibbs@merchantlaw.com, ibrar@merchantlaw.com

For the Defendants:

Kieran E. Siddall
Norton Rose Fulbright Canada LLP
510 West Georgia Street, Suite 1800
Vancouver, BC V6B 0M3
Tel: 604-641-4868
Fax: 604-646-2539
Email: kieran.siddall@nortonrosefulbright.com

12.18 Date of Execution

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

RAYMOND EDWARD MATTHEWS and DONALD DUNLOP, on their own behalf and on behalf of the Class, by their counsel

Name of Authorized Signatory: E.F. Anthony Merchant, K.C.

Signature of Authorized Signatory:



Merchant Law Group LLP

LA CAPITALE CIVIL SERVICE MUTUAL, LA CAPITALE FINANCIAL GROUP INC., LA CAPITALE CIVIL SERVICE INSURER INC., LA CAPITALE FINANCIAL SECURITY INSURANCE COMPANY, and 3602214 CANADA INC., by their counsel

Name of Authorized Signatory: Kieran Siddall

Signature of Authorized Signatory:

Norton Rose Fulbright Canada LLP
Counsel for the Defendants

12.18 Date of Execution

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


RAYMOND EDWARD MATTHEWS and DONALD DUNLOP, on their own behalf and on behalf of the Class, by their counsel

Name of Authorized Signatory: E.F. Anthony Merchant, K.C.

Signature of Authorized Signatory: _____
Merchant Law Group LLP

LA CAPITALE CIVIL SERVICE MUTUAL, LA CAPITALE FINANCIAL GROUP INC., LA CAPITALE CIVIL SERVICE INSURER INC., LA CAPITALE FINANCIAL SECURITY INSURANCE COMPANY, and 3602214 CANADA INC., by their counsel

Name of Authorized Signatory: Kieran Siddall

Signature of Authorized Signatory:  _____
Norton Rose Fulbright Canada LLP
Counsel for the Defendants

**Schedule “A” to the Settlement Agreement made as of September 28, 2022
Settlement Distribution Protocol**

Court File No. VLC-S-S-1810216
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

RAYMOND EDWARD MATTHEWS and DONALD DUNLOP
PLAINTIFFS

AND:

LA CAPITALE CIVIL SERVICE MUTUAL, LA CAPITALE FINANCIAL
GROUP INC., LA CAPITALE CIVIL SERVICE INSURER INC., LA
CAPITALE FINANCIAL SECURITY INSURANCE COMPANY, and
3602214 CANADA INC.
DEFENDANTS

Brought pursuant to the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

SETTLEMENT DISTRIBUTION PROTOCOL

DEFINITIONS

- 1) In this Settlement Distribution Protocol, capitalized terms not otherwise defined assume their meaning from the Settlement Agreement, Notice of Civil Claim or Certification Order as may be appropriate. Additionally, the following capitalized terms are ascribed the meanings defined herein:
 - a) “**Approved Claims**” represents the total claims from each of the Personal Compensation Fund, P&L Compensation Fund, and Founding Fathers Compensation Fund, that have been approved as of the completion of the approval process described herein;

Schedule “A” to the Settlement Agreement made as of September 28, 2022
Settlement Distribution Protocol

- b) **“Approved Class Member”** is an Eligible Class Member who has submitted an application for compensation and whose application for compensation has been approved;
- c) **“Certification Date”** means May 28, 2020;
- d) **“Claims Deadline”** means a date that is 90 days after the distribution of the Notice of Settlement Approval, and represents the latest date on which an application for compensation may be submitted to Class Counsel for adjudication;
- e) **“Class Compensation Fund”** refers to the amount of \$7,200,000 paid by the Defendants as part of the Settlement Amount;
- f) **“Class Counsel Fees”** are \$2,200,000 plus applicable taxes, being the sum of (i) 33% of the first \$5,000,000 of the Class Compensation Fund (\$1,650,000) and (ii) 25% of the remaining \$2,200,000 of the Class Compensation Fund (\$550,000);
- g) **“Compensation Fund”** is the Class Compensation Fund, less Class Counsel Fees and Disbursements from which Approved Payments will be distributed. The Compensation Fund is partitioned as described *infra* into (1) the **“Personal Compensation Fund”**, (2) the **“P&L Compensation Fund”**, and (3) the **“Founding Fathers Compensation Fund”**;
- h) **“Decision Deadline”** means a date that is no more than 30 days after the Claims Deadline, by which time Class Counsel shall notify all claimants of the amount which they will receive;
- i) **“Disbursements”** are the out-of-pocket expenses incurred by the Representative Plaintiffs and Merchant Law Group LLP to pursue this class action, including but not limited to expert fees, printing and photocopying

Schedule “A” to the Settlement Agreement made as of September 28, 2022
Settlement Distribution Protocol

charges, courier fees, travel expenses, and court filing fees, plus applicable taxes;

- j) **“Eligible Class Member”** means only Class Members listed in Schedules “B” or “C” of the Settlement Agreement;
- k) **“Founding Fathers CPBP”** refers to Class Penncorp Business Payments paid to Eligible Class Members who had agreements with the Defendants entitling them to a specific percentage of all business written in specific offices (also known as **“Bucket 3”**, as defined in the Settlement Agreement);
- l) **“P&L CPBP”** refers to Class Penncorp Business Payments paid to Eligible Class Members flowing from their participation in one or more P&L codes (also known as **“Bucket 2”**, as defined in the Settlement Agreement);
- m) **“Personal CPBP”** refers to Class Penncorp Business Payments paid to Eligible Class Members flowing from premiums and other income derived from policies sold by the Eligible Class Member (also known as **“Bucket 1”**, as defined in the Settlement Agreement);
- n) **“Reference Period”** refers to the period of time starting on and including January 1, 2006 and ending on and including the Certification Date;
- o) **“Settlement Agreement”** means the settlement agreement executed by the Plaintiffs and Defendants and includes the recitals and schedules;
- p) **“Tenure”** refers to the total number of complete or partial years between the earliest Class Retirement Compensation Agreement to which an Eligible Class Member was privy and January 1, 2006;
- q) **“Total Founding Fathers CPBP”** refers to the sum of Founding Fathers CPBP for each Eligible Class Member;

**Schedule “A” to the Settlement Agreement made as of September 28, 2022
Settlement Distribution Protocol**

- r) **“Total P&L CPBP”** refers to the sum of P&L CPBP for each Eligible Class Member;
- s) **“Total Personal CPBP”** refers to the sum of Personal CPBP for each Eligible Class Member;
- t) **“Total Weighted P&L CPBP”** refers to the sum total of the Weighted P&L CPBP for all Eligible Class Members;
- u) **“Total Weighted Personal CPBP”** refers to the sum total of the Weighted Personal CPBP for all Eligible Class Members;
- v) **“Weighted P&L CPBP”** refers to the P&L CPBP of a given Eligible Class Member multiplied by a factor calculated as 6% per year of Tenure;
- w) **“Weighted Personal CPBP”** refers to the Personal CPBP of a given Eligible Class Member multiplied by a factor calculated as 6% per year of Tenure;

DEFENDANTS TO PROVIDE DATA

- 2) To facilitate the implementation of the Settlement Distribution Protocol, the Defendants shall provide to Class Counsel the following information in respect of each Eligible Class Member, where available:
 - a) their name and, to the extent the Defendants know it, their most recent contact information;
 - b) the date of the earliest Class Retirement Compensation Agreement entered into between the Eligible Class Member and one or more of the Defendants or, where such information is not available, the date that the Class Member first received Class Penncorp Business Payments;

**Schedule “A” to the Settlement Agreement made as of September 28, 2022
Settlement Distribution Protocol**

- c) the total amount of compensation paid to the Eligible Class Member during the Reference Period on account of Personal CPBP, if any;
- d) the total amount of compensation paid to the Eligible Class Member during the Reference Period on account of P&L CPBP, if any;
- e) the total amount of compensation paid to the Eligible Class Member during the Reference Period on account of Founding Fathers CPBP, if any;
- f) where applicable, the name, contact information, and proportional entitlement of any estate, beneficiary or heir of any deceased Eligible Class Member, or any other person who may be legally entitled to receive all or part of the compensation of any deceased Eligible Class Member;
and
- g) where applicable, the name, contact information, and proportional entitlement of any person who is not an Eligible Class Member but who is legally entitled, by court order, agreement, or otherwise, to receive all or a part of any compensation payable to an Eligible Class Member that is not deceased.

DETERMINATION OF WEIGHTED PROPORTIONAL SHARES

- 3) Subject to the adjustment for Tenure described *infra*, Approved Class Members will receive compensation from the Compensation Fund that is proportional to their earnings during the Reference Period as compared to the earnings of all Eligible Class Members during the Reference Period.

**Schedule “A” to the Settlement Agreement made as of September 28, 2022
Settlement Distribution Protocol**

- 4) Eligible Class Members whose earliest Class Retirement Compensation Agreement commenced before January 1, 2006 shall be entitled to an inflationary multiplier of 6% per year of Tenure in respect of the valuation of their Personal CPBP and P&L CPBP, which adjusted amounts are referred to herein as the Eligible Class Members’ Weighted Personal CPBP and Weighted P&L CPBP respectively.
- 5) Eligible Class Members who received more than \$0.00 in Weighted Personal CPBP during the Reference Period will receive compensation from the Personal Compensation Fund that is proportional to their Weighted Personal CPBP relative to the Total Weighted Personal CPBP.
- 6) Eligible Class Members who received more than \$0.00 in P&L CPBP during the Reference Period will receive compensation from the P&L Compensation Fund that is proportional to their Weighted P&L CPBP relative to the Total Weighted P&L CPBP.
- 7) Eligible Class Members who received more than \$0.00 in Founding Fathers CPBP during the Reference Period will receive compensation from the Founding Fathers Compensation Fund that is proportional to their Founding Fathers CPBP relative to the Total Founding Fathers CPBP.

DETERMINATION OF COMPENSATION FUND PARTITIONS

- 8) Of the total Compensation Fund, the amount of \$3,000,000 is reserved for the payment of amounts in respect of the Founding Fathers Compensation Fund.
- 9) The value of the Personal Compensation Fund shall be calculated by multiplying the amount of the Compensation Fund (less \$3,000,000) by the quotient of the

**Schedule “A” to the Settlement Agreement made as of September 28, 2022
Settlement Distribution Protocol**

Total Weighted Personal CPBP divided by the sum of the Total Weighted Personal CPBP and Total Weighted P&L CPBP.

- 10) The value of the Personal Compensation Fund shall be calculated by multiplying the amount of the Compensation Fund (less \$3,000,000) by the quotient of the Total Weighted P&L CPBP divided by the sum of the Total Weighted Personal CPBP and Total Weighted P&L CPBP.

APPLICATION FOR COMPENSATION

- 11) To receive any compensation, an Eligible Class Member must:
- a) Submit an application form, including proof of identity, in the form attached hereto, by the Claims Deadline;
 - b) Be confirmed to be an Eligible Class Member; and
 - c) Have received more than \$0.00 from the Defendants during the Reference Period, as verified by the Defendants’ records, in respect of any of Personal CPBP, P&L CPBP, or Founding Fathers CPBP.
- 12) Class Counsel shall receive and process applications for compensation on a rolling basis.
- 13) If any deficiencies in an application are noted or Class Counsel otherwise intends to deny an application, the Eligible Class Member shall have a period of 30 days in which to supply additional information. If no additional information is provided or the additional information does not satisfy Class Counsel of the legitimacy of the claim, the claim may be denied.

**Schedule “A” to the Settlement Agreement made as of September 28, 2022
Settlement Distribution Protocol**

- 14) In the event of a discrepancy between the information provided by an applicant, and substantiated by authenticated documentation, with respect to payments received by said applicant from the Defendants and the information provided by the Defendants in respect of the amounts paid to an applicant during the Class Period for compensation in respect of Personal CPBP, P&L CPBP, or Founding Fathers CPBP, the Parties shall make reasonable efforts to resolve any such discrepancies between them and, if the Parties cannot agree, then the discrepancy shall be resolved in favour of the applicant.

DISTRIBUTION

- 15) In the event that, after allocations, monies remain in any of the Personal Compensation Fund, P&L Compensation Fund, or Founding Fathers Compensation Fund, these remaining funds shall be distributed proportionally among the applicable Approved Class Members.
- 16) Within 90 days of the Claims Deadline, Class Counsel shall notify all Approved Class Members of their entitlement pursuant to the settlement.
- 17) Class Members may not appeal or otherwise dispute the amount to which they are determined to be entitled to pursuant to this settlement. All decisions of Class Counsel as regards the quantum of entitlement are final.
- 18) Within 180 days of the Claims Deadline, Class Counsel shall send each Approved Class Member a cheque, to the address provided at the time of application, respecting the compensation which they have been awarded.

Schedule “A” to the Settlement Agreement made as of September 28, 2022
Settlement Distribution Protocol

- 19) Where an Approved Class Member is deceased, the compensation the deceased Approved Class Member is entitled to receive shall be paid to the estate, beneficiary or heir of the deceased Class Member, or to any other person who may be legally entitled to receive some or all of the compensation of the deceased Class Member, as the case may be, and Class Counsel shall send the person so entitled a cheque, to the address provided at the time of application, respecting the compensation which the deceased Approved Class Member has been awarded.

- 20) Where a person who is not a Class Member is legally entitled, by court order, agreement, or otherwise, to receive all or a part of the compensation payable to an Approved Class Member that is not deceased, that compensation shall be paid to that person so entitled, and Class Counsel shall send that person a cheque, to the address provided at the time of application, respecting the compensation which the deceased Approved Class Member has been awarded.

**Schedule "A" to the Settlement Agreement made as of September 28, 2022
Distribution Protocol**

Court File no. VLC-S-S-1810216
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

RAYMOND EDWARD MATTHEWS and DONALD DUNLOP
PLAINTIFFS

AND:

LA CAPITALE CIVIL SERVICE MUTUAL, LA CAPITALE FINANCIAL
GROUP INC., LA CAPITALE CIVIL SERVICE INSURER INC., LA
CAPITALE FINANCIAL SECURITY INSURANCE COMPANY, and
3602214 CANADA INC.
DEFENDANTS

Brought pursuant to the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

APPLICATION FOR COMPENSATION

Please **PRINT** or **TYPE** your responses on this application.

**Schedule "A" to the Settlement Agreement made as of September 28, 2022
Settlement Distribution Protocol**

Identification and Contact Information

Name: _____

Date of birth: _____ - _____ - _____
 YYYY MM DD

Agent ID: _____

Home Phone: (_____) _____ - _____

Mobile Phone: (_____) _____ - _____

Email: _____ @ _____

If the Class Member is deceased, or you are submitting this application because you believe you are otherwise legally entitled to a Class Member's compensation, please provide the additional information below:

Name of Class Member: _____

Date of birth of Class Member: _____ - _____ - _____
 YYYY MM DD

Agent ID of Class Member: _____

Your relationship to Class Member: _____

% or proportion of Class Member's compensation to which you are entitled:

Basis on which you are claiming the Class Member's compensation (e.g.: administrator of estate, beneficiary under a will or a contract, agreement, or court order):

**Schedule "A" to the Settlement Agreement made as of September 28, 2022
Settlement Distribution Protocol**

Payment History

Please enter, for each year during the Class Period, the total amount of compensation paid to you by La Capitale, before taxes and deductions (if any). *This information, to the extent that you provide it, will be verified against information provided by the Defendants.*

2006	\$ _____ . ____	2014	\$ _____ . ____
2007	\$ _____ . ____	2015	\$ _____ . ____
2008	\$ _____ . ____	2016	\$ _____ . ____
2009	\$ _____ . ____	2017	\$ _____ . ____
2010	\$ _____ . ____	2018	\$ _____ . ____
2011	\$ _____ . ____	2019	\$ _____ . ____
2012	\$ _____ . ____	2020	\$ _____ . ____
2013	\$ _____ . ____		

Attachments

Please include, as supporting information, copies of the following documents, to the extent that you have them available. (Class Counsel may request further documentation to address discrepancies.)

- _____ Copy of government-issued photo identification
- _____ Copies of any documentation (e.g. tax slips, payment advices from La Capitale, bank statements, etc.) to corroborate the amounts paid during the Class Period as enumerated above.
- _____ Where the Class Member is deceased or you are otherwise claiming entitlement to compensation payable to a Class Member, copies of documents demonstrating that you are entitled to receive the Class Member's compensation (e.g. Grant of Probate, contract or other document showing you as beneficiary, court order, etc.)
- _____ A signed copy of this application form.

**Schedule "A" to the Settlement Agreement made as of September 28, 2022
Settlement Distribution Protocol**

Name of Applicant: _____

Signature of Applicant: _____

Date of Application: _____ - _____ - _____
YYYY MM DD

**Schedule "B" to the Settlement Agreement made as of September 28, 2022
List of Vested Class Members (Bucket 1 and Bucket 2)**

	Last Name	First Name	Middle Initial	
1	ANS	LEO		(Deceased)
2	ANTON	NORMAN	F	
3	ARDELL	J.H. BRUCE		(Deceased)
4	BAKENSZTOS	LINDA		
5	BAKER	ADRIAN	D	
6	BASSON	MICHAEL	J	
7	BAXTER	ROBERT	G	(Deceased)
8	BEDARD	JOCELYN	M	
9	BEECH	HARVEY		(Deceased)
10	BEER	MORLEY		
11	BELYK	EUGENE		
12	BENDIG	CONRAD	L	
13	BERKENBLIT	GOLDA		
14	BEYAT	ROSA		
15	BHATIA	TIPPU	T	
16	BINGHAM	IAN	L	
17	BISSON	WILLIAM		
18	BITAR	AMIN	S	(Deceased)
19	BLANCHET	VITAL		
20	BOCK	DEBORAH	E	
21	BOUCHARD	JEAN-DENIS		
22	BOUCHARD	NELSON		
23	BOUCHER	JACQUELINE		
24	BOURASSA	ROBERT		
25	BOWER	CAMERON	O	
26	BOWKER	MERLYN	M	(Deceased)
27	BOWSKILL	GARY	E	
28	BREEN	ELAINE		
29	BREZDEN	CRAIG		(Deceased)
30	BREZDEN	ERNIE		
31	BRICELAND	MURRAY		
32	BROUSSEAU	JEAN DENIS		(Deceased)
33	BROWN	ROBERT	C	
34	CINQ-MARS	LEONARD		
35	CLARIDGE	KENNETH	D	
36	CLOUTIER	YVES		
37	CLOWES	BRIAN	R	
38	COBBE	ROBERT	R	
39	CORKUM	MABEL		
40	COTE	SERGE		
41	COUTURE	JACQUES		(Deceased)
42	CRAIG	ROBERT BARRY		
43	CROISETIERE	GERARD		
44	CRUMP	KENT		(Deceased)
45	DAHIYA	VIJAY		
46	DAOUST WALLISER	BRENDA		
47	DAVID	JIM	I	
48	DE MERLIS	DENISE		(Deceased)
49	DEMMERY	KEITH	L	(Deceased)
50	DESBIENS	LIETTE		
51	DESPRES	FABIEN		(Deceased)
52	DEVJI	AMIR	K	
53	DIDUCH	ZENNON		(Deceased)
54	DION	RODRIGUE		

**Schedule "B" to the Settlement Agreement made as of September 28, 2022
List of Vested Class Members (Bucket 1 and Bucket 2)**

	Last Name	First Name	Middle Initial	
55	DIX	BARBARA	R	(Deceased)
56	DOVER	PHILIP		
57	DUBOIS	GILBERT		
58	DUNLOP	DONALD		
59	DURETTE	DANIEL		
60	DUTCHAK	JERRY	D	
61	DUTKA	LORNE		
62	EMERY	GREG	J	
63	FELIX	BRENT	E	
64	FISET	GERALD		(Deceased)
65	FLAXMAN	FRED		
66	FLEMING	CORA		(Deceased)
67	FOWLIE	REED		
68	FROST	BARRY		
69	FUNK	DOUGLAS		(Deceased)
70	GALBRAITH	REGINALD		
71	GARNEAU	CONRAD		
72	GAUDETT	WILFRED		(Deceased)
73	GAUTHIER	WESTLEY		
74	GENIK	NICK	O	(Deceased)
75	GIBSON	JOHN GRANT		
76	GILBERT	HOWARD		(Deceased)
77	GILLESPIE	ROBERT	G	
78	GOSELIN	GERARD		(Deceased)
79	GOUGH	CECIL		(Deceased)
80	GOUGH	JOSEPH	D	
81	GOWIE	KEVIN	D	
82	GOYETTE	JAMES		(Deceased)
83	GRANT	BRADLEY	C	
84	GREENE (Weiner)	KIMBERLY		
85	GREENHAM	JERMAINE		
86	GRENIER	R GILLES		
87	GRESCHNER	JAMES	W	
88	GUILFOYLE	ANN		
89	HALSEY	MICHAEL		
90	HARDIE	DAVID	J	
91	HEISLER	DARYL	L	
92	HERTLEIN	DOREEN		
93	HIFF	GERALD	H	(Deceased)
94	HILL	JAMES	E	
95	HOLMES	GAIL		(Deceased)
96	HORNE	FRANK		(Deceased)
97	HOWARD	L. RONALD		(Deceased)
98	HYNES	LESTER		
99	INNESS	GORDON	E	(Deceased)
100	ISAAC	ERNEST	J	
101	JACQUES	ROBERT		(Deceased)
102	JANZEN	PAMELA	R	
103	JENNINGS	GAIL	H	(Deceased)
104	JUROVICKI	DAVORIN	J	
105	KANG	GOVINDER	S	
106	KAZELL	MELVIN		(Deceased)
107	KEYS	MICHAEL		
108	KIEZIK	PENNY	R	

**Schedule "B" to the Settlement Agreement made as of September 28, 2022
List of Vested Class Members (Bucket 1 and Bucket 2)**

	Last Name	First Name	Middle Initial	
109	KLEIN	ROBERT	W	
110	KNIGHT	BRIAN	D	
111	KNUDSON	JOSEPH		(Deceased)
112	KOROLIS	TINA		
113	KOVIC PERERA	SINEVA		
114	KWAS	MERVIN	M	
115	LABBE	NOEL		
116	LAMPRON	YVON		
117	LAPOINTE	NOEL		
118	LEBEUF	JEAN-NOEL		(Deceased)
119	LEITH	MARILYN	A	(Deceased)
120	LEPINE	LOUIS		(Deceased)
121	LESPERANCE	BRIAN		
122	LINDSAY	JAMES	B	
123	LUTZ	EVERLEY		
124	MACDONALD	HUGH	J	(Deceased)
125	MACDONALD	HUGH FRASER		
126	MAJLESI	SHAHNAM		
127	MAKOW	DONALD		(Deceased)
128	MANJI	NAJMUDIN	N	(Deceased)
129	MANNING	LYNDA		
130	MARCUS	DAVID	L	
131	MARTENS	ISAAC	R	(Deceased)
132	MARTIN	LARA		
133	MARTIN	ROSEMARY		
134	MASON	MARGARET	A	
135	MASSIE	DARRELL		
136	MATTHEWS	RAYMOND	E	
137	MAZERALL	BRUCE	E	
138	MC GANNON	ROBERT		
139	MC KILLOP	LAWRENCE ALAN	A	
140	MC KINNEY	TIMOTHY		
141	MC LEAN	DOUGLAS	R	
142	MCCANN	MICHAEL		
143	MCFARLANE	PETER	T	
144	MCLAUGHLIN	ROBERT	G	
145	MCLEAN	JOHN	W	
146	MCPHAIL	GORDON		(Deceased)
147	MCPHAIL	SHIRLEY		(Deceased)
148	MERCIER	SHARON	A	
149	MERRITT	MARILYNNE GAY		
150	MILLS	DAVID	E	(Deceased)
151	MILNER	FRANK		
152	MILTON	FRED		
153	MITCHELL	JAMES		(Deceased)
154	MODESTY	ALAN	H	
155	MOLE	RACHAEL		
156	MORAVEC	RICHARD		
157	MOREAU	JACQUES		(Deceased)
158	MUSGROVE	RICHARD	R	
159	NADEAU	EDOUARD		(Deceased)
160	NADEAU	BERTRAND		(Deceased)
161	NYARKO	SAMUEL	K	
162	O'KEEFE	JOHN	P	

**Schedule "B" to the Settlement Agreement made as of September 28, 2022
List of Vested Class Members (Bucket 1 and Bucket 2)**

	Last Name	First Name	Middle Initial	
163	OPSTEIN	DONALD		(Deceased)
164	OSTAFICHUK	LAWRENCE		
165	PANOV	WESSELIN		
166	PASICHNYK	HELGA	A	
167	PELLETIER	ANTONIO		(Deceased)
168	PETERSON	BETTY	J	
169	PETROHILOS	NOEL	G	
170	PHILLIPS	JAMES		
171	PLANTE	SOLANGE	G	
172	PLOURDE	JEAN-CLAUDE		(Deceased)
173	POIRIER	ANDRE		
174	POIRIER	MICHELINE		(Deceased)
175	POIRIER	JEAN GUY		
176	POIRIER	MONIQUE		
177	POIRIER	STEVE		
178	POLLARD	JAMES	R	
179	PORTER	WILLIS	E	(Deceased)
180	PRAKASH	VIJAY		
181	PREECE	KEITH		
182	REIN	ERVIN	R	
183	REXIUS	DAVID		(Deceased)
184	RITCHIE	MICHAEL		
185	ROBERTS	CAROL		
186	ROLLS	SHIRLEY	M	
187	ROUSSEAU	GABRIEL		
188	SASAKI	DAVID	G	
189	SAVARD	JEAN		
190	SAVARD	SERGE		
191	SCHIMNOSKY	ALFRED		(Deceased)
192	SCHOLZ	MANFRED	R	
193	SEBEK	LUDEK		(Deceased)
194	SHANAHAN	WILLIAM	J	
195	SHAPPELL	JAMES		
196	SILVERMAN	K.LESLIE		
197	SIMMONDS	NEIL	W	(Deceased)
198	SIMPKIN	DENIS	A	
199	SINGH	AJMER		
200	SLOAN	JULIE	A	
201	SMITH	MURRAY	G	
202	SPIZAWKA	PETER		
203	STAFFORD	WILLIAM		
204	STEL	MICHAEL		
205	STEPHENS	EDNA		(Deceased)
206	STOLTZ	DANIEL	P	
207	STRYLETSKI	WESLEY	J	
208	STURGE	WILLIAM		(Deceased)
209	SVINGEN	LOUISE	A	
210	SYCH	DON		
211	TAYLOR	JERRY		(Deceased)
212	TAYLOR	TODD		
213	TCHIR	CONRAD	R	
214	TERNES	ALLEN	B	
215	THIBEAULT	REJEAN		
216	THOMPSON	BRAD	A	

**Schedule "B" to the Settlement Agreement made as of September 28, 2022
List of Vested Class Members (Bucket 1 and Bucket 2)**

	Last Name	First Name	Middle Initial	
217	THOMPSON	NEIL	V	
218	THORNTON	EVELYN		(Deceased)
219	TODD	RICHARD		
220	TOMCHUK	DONALD		
221	TOTH	DIANE	L	
222	TOTH	LESLIE		
223	TREMBLAY	BERTRAND		
224	TRUDEL	CHRISTIAN		
225	TURNER	JEAN		
226	VAN TASSEL	RONELIE		
227	VIAENE	CHARLES	D	
228	VIVIER	MAURICE		
229	VUGTEVEEN	Larry		
230	WALKINSHAW	NEIL	L	
231	WALTON	IRENE	A	
232	WEINER	MARSHALL		(Deceased)
233	WEINER-MEISTER	MARNI		
234	WIGMORE	SHEILA		
235	WILTON	CAROL	A	
236	WOLFENDEN	ROY		
237	YANKE	LAURETTA	W	(Deceased)
238	ZENGER	MICHAEL		

Schedule "C" to the Settlement Agreement made as of September 28, 2022
List of Founding Fathers (Bucket 3)

	Last Name	First Name
1	DUNLOP	DONALD
2	DUTKA	LORNE
3	PHILLIPS	JAMES
4	SYCH	DON
5	TOMCHUK	DONALD