

**DISTRIBUTION PROTOCOL – SECOND DISTRIBUTION  
IN THE MATTER OF THE CANADIAN AIR CARGO PRICE-FIXING CLASS ACTION  
SETTLEMENTS**

**INDEX**

GENERAL PRINCIPLES OF THE ADMINISTRATION .....2

DEFINITIONS.....4

DISTRIBUTION OF NET SETTLEMENT FUNDS.....7

    Calculation of Payments .....7

    Eligible Airfreight Shipping Services Purchases .....7

    Sample Calculation .....8

    Distribution .....9

THE CLAIMS PROCESS .....10

    The Claim.....10

    The Online Claims Portal.....11

    The Claims Filing Process .....12

    Assistance in Filing a Claim .....13

    Scope of Claims Administration.....14

    Audits .....14

    Deficiencies.....15

    Claims Administrator’s Decision.....15

    Appeal of the Claims Administrator’s Decision.....16

    Payment of Claims .....17

THE CLAIMS ADMINISTRATOR’S DUTIES AND RESPONSIBILITIES .....17

    Supervisory Powers of the Ontario Court.....17

    Investment of Settlement Funds.....18

    Communication, Languages and Translation .....18

    Taxes19

    Reporting.....19

    Preservation and Disposition of Claim Submissions .....19

    Assistance to the Claims Administrator.....19

    Confidentiality .....19

## GENERAL PRINCIPLES OF THE ADMINISTRATION

1. A previous distribution (the “**First Distribution**”) occurred in the context of the following settlements:
  - (a) Deutsche Lufthansa AG, Lufthansa Cargo AG and Swiss International Air Lines Ltd., dated December 30, 2006;
  - (b) Japan Airlines International Co., Ltd., dated July 8, 2010;
  - (c) Scandinavian Airlines System, dated November 26, 2010;
  - (d) Qantas Airways Limited, dated May 6, 2011;
  - (e) Cargolux Airlines International S.A., dated May 10, 2011;
  - (f) Singapore Airlines Ltd. and Singapore Airlines Cargo Pte. Ltd., dated June 24, 2011;
  - (g) Société Air France, Koninklijke Luchtvaart Maatschappij N.V. dba KLM, Royal Dutch Airlines and Martinair Holland N.V., dated September 19, 2011;
  - (h) LAN Airlines S.A. and LAN Cargo S.A., dated December 12, 2011;
  - (i) Polar Air Cargo LLC, dated August 1, 2014;
  - (j) Korean Air Lines Co., Ltd., dated May 25, 2015;
  - (k) Asiana Airlines Inc., dated June 30, 2015;
  - (l) Cathay Pacific Airways Ltd., dated November 27, 2015.
  
2. After First Distribution, settlements were entered into with the following Defendants (the “**New Settlements**”):
  - (a) British Airways PLC, dated June 8, 2020; and
  - (b) Air Canada, dated November 17, 2020.

3. The procedures set forth herein (the “**Second Distribution**”) are intended to govern the administration of the Net Settlement Funds. The administration shall:
  - (a) implement and conform to this Distribution Protocol, and any orders of the Courts respecting this Distribution Protocol;
  - (b) employ secure, paperless, web-based systems with electronic registration and record-keeping wherever possible; and
  - (c) rely on the Airfreight Shipping Services sales information provided by the Defendants, IATA, and Freight Forwarders wherever possible.
4. Settlement Class Members seeking compensation must disclose and give credit for any compensation received through other proceedings or private out-of-class settlements in relation to their Airfreight Shipping Services, unless by such proceedings or private out-of-class settlements the Settlement Class Member’s claim was released in its entirety, in which case the Settlement Class Member shall be deemed ineligible for any further compensation.
5. In order to participate in the distribution of the Net Settlement Funds, Settlement Class Members will be required to:
  - (a) expressly consent to the jurisdiction of the Ontario Superior Court of Justice for all purposes relating to the Canadian air cargo litigation, including, without limiting the generality of the foregoing, the enforcement of the Settlement Agreements;
  - (b) expressly release the Released Parties (as defined in the Settlement Agreements) in respect of all Released Claims (as defined in the Settlement Agreements); and
  - (c) if they have commenced litigation in other jurisdictions against the Released Parties (as defined in the Settlement Agreements) relating to the Released Claims (as defined in the Settlement Agreements—e.g. claims resulting from or relating

to the purchase of Airfreight Shipping Services) or if such litigation has been commenced on their behalf, either discontinue or amend that litigation to exclude the Released Claims before filing a Claim, or expressly consent to a dismissal of such litigation when filing a Claim.

6. Settlement Class Members who filed a Claim as part of the First Distribution can rely on that Claim in respect of the Second Distribution.

## DEFINITIONS

7. The definitions set out in the Settlement Agreements apply to and are incorporated herein. Where a term is defined in both the Settlement Agreements and in this Distribution Protocol, the definition in this Distribution Protocol shall govern.

8. For the purpose of this Distribution Protocol:

- (a) *Airfreight Shipping Services* means airfreight cargo shipping services for shipments to or from Canada, but specifically excluding:
  - (i) airfreight cargo shipping services for shipments between Canada and the United States; and
  - (ii) airfreight cargo shipping services provided by integrated air cargo shippers, such as FedEx, UPS, DHL, and TNT, on their own aircraft.

For certainty, Airfreight Shipping Services includes airfreight cargo shipping services in which the freight:

- (i) travelled by truck from Canada to the United States, and then by air from the United States to a third country on a through airway bill;
- (ii) travelled by air from a third country to the United States, and then by truck from the United States to Canada on a through airway bill; or
- (iii) the shipping arrangement was made with an integrated air cargo shipper, but the freight was shipped on an air cargo carrier (not on the integrated shipper's own aircraft), including any of the Defendants in the litigation.

- (b) ***Airfreight Shipping Services Purchases*** means the aggregate amount actually paid by Settlement Class Members for Airfreight Shipping Services between January 1, 2000 and September 11, 2006, less any rebates or other form of discounts and taxes.
- (c) ***Claim*** means the electronic or paper form that a Settlement Class Member must complete and submit before the Claims Filing Deadline in order to be considered for settlement benefits under this Distribution Protocol.
- (d) ***Claims Filing Deadline*** means the date by which Claims (and any required supporting documentation) must be electronically submitted in order for Settlement Class Members to be considered for settlement benefits under this Distribution Protocol.
- (e) ***Decision Notice*** shall have the meaning attributed to it in paragraph 38.
- (f) ***Direct Purchaser Shipper*** means a Settlement Class Member who purchased Airfreight Shipping Services direct from an air cargo carrier, for shipments by that Settlement Class Member.
- (g) ***Eligible Airfreight Shipping Services Purchases*** shall mean the value of the Settlement Class Member's Airfreight Shipping Services Purchases in respect of which the Settlement Class Member is entitled to settlement benefits, calculated in accordance with paragraph 10;
- (h) ***First Distribution*** has the meaning set out in paragraph 1.
- (i) ***Freight Forwarder*** means a Settlement Class Member who purchased Airfreight Shipping Services direct from an air cargo carrier, for resale to Shippers.
- (j) ***Net Settlement Funds*** means:
  - (i) the aggregate of:
    - (A) the Settlement Amounts recovered pursuant to the New Settlements;

- (B) any residual funds from the First Distribution; and
  - (C) any remaining Reserve Funds; and
  - (D) accrued interest on the foregoing,
- (ii) less :
- (A) Class Counsel Fees as approved by the Courts;
  - (B) Administration Expenses; and
  - (C) taxes (including interest and penalties) accruable with respect to the income earned on the settlement funds.
- (k) ***New Claimants*** means Settlement Class Members who were not issued payments under the First Distribution but are eligible for payments under the Second Distribution.
- (l) ***New Settlements*** means the settlements listed in paragraph 2.
- (m) ***Original Claimants*** means Settlement Class Member who were issued payments under the First Distribution.
- (n) ***Reserve Funds*** means the amount of CAD \$2 million reserved in the context of the First Distribution for the benefit of the Settlement Class Members.
- (o) ***Second Distribution*** has the meaning set out in paragraph 3.
- (p) ***Settlement Agreements*** means the settlements reached with the Defendants listed in paragraphs 1 and 2.
- (q) ***Settlement Class Members*** means all persons who purchased Airfreight Shipping Services between January 1, 2000 and September 11, 2006. The following persons are excluded:
- (i) the Defendants and their respective parents, employees, subsidiaries, affiliates, officers and directors;
  - (ii) the alleged unnamed co-conspirators: Aerolineas Brasileiras S.A (d/b/a Absa Cargo Airline), Air China Cargo Company Ltd. (d/b/a Air China

Cargo), Air China Ltd. (d/b/a Air China), Air Mauritius Ltd., Airways Corporation of New Zealand Ltd. (d/b/a Airways New Zealand), Alitalia Linee Aeree Italiane S.p.A., All Nippon Airways Co., Ltd., DAS Air Ltd. (d/b/a Das Air Cargo), El Al Israel Airlines, Emirates Airlines (d/b/a Emirates), Ethiopian Airlines Corp., EVA Air, Kenya Airways Ltd., Malaysia Airlines, Nippon Cargo Airlines Co., Ltd., Saudi Arabian Airlines, Ltd., South African Airways (Proprietary), Ltd., Thai Airways International Public Co., Ltd., and Viação Aérea Rio-Grandense, S.A., and their respective parents, employees, subsidiaries, affiliates, officers and directors; and

(iii) persons who opted out of the proceedings.

(r) **Shipper** means a Settlement Class Member who purchased Airfreight Shipping Services from a Freight Forwarder.

## **DISTRIBUTION OF NET SETTLEMENT FUNDS**

### **Calculation of Payments**

9. Subject to paragraphs 13 and 14, the Net Settlement Funds will be distributed to Settlement Class Members *pro rata* (or proportionally) based on the value of the Settlement Class Member's Eligible Airfreight Shipping Services Purchases as against the value of all claimants' Eligible Airfreight Shipping Services Purchases. For the purposes of the distribution, Eligible Airfreight Shipping Services Purchases shall be calculated in accordance with paragraph 10.

### **Eligible Airfreight Shipping Services Purchases**

10. To calculate Eligible Airfreight Shipping Services Purchases, Settlement Class Members will be categorized based on their position in the distribution chain and the following

percentages will be applied their Airfreight Shipping Services Purchases. Settlement Class Members may fall into more than one category.

<b>Purchaser Type</b>	<b>Percentage</b>
Direct Purchaser Shippers	100%
Shippers	75%
Freight Forwarders	25%
Freight Forwarders who, in the First Distribution, provided customer information respecting their customers' Airfreight Shipping Services Purchases to the Claims Administrator	35%

11. The value of a Settlement Class Member's Airfreight Shipping Services Purchases will be converted to CAD from the original currency, at the average Bank of Canada rate for that currency between January 1, 2000 and September 11, 2006.

### **Sample Calculation**

12. If a Settlement Class Member purchased \$10,000 of Airfreight Shipping Services directly from an air cargo carrier and \$20,000 of Airfreight Shipping Services from a Freight Forwarder, its Eligible Airfreight Shipping Services Purchases for the purposes of determining its *pro rata* share of the Net Settlement Funds would be calculated as follows:

- (a)  $\$10,000 \times 1.00$  (representing the categorization of the purchaser as a Direct Purchaser Shipper) = \$10,000;
- (b)  $\$20,000 \times .75$  (representing the categorization of the purchaser as a Shipper) = \$15,000;
- (c)  $\$10,000 + \$15,000 = \$25,000$ .

## **Distribution**

13. Subject paragraph 15 and any further order of the Ontario Court following the adjudication of all claims, all valid Claims will be assigned a minimum value of \$20. The \$20 valuation target is not an estimate of any damages suffered. It is a minimum administrative threshold designed to maintain a feasible economic and administrative platform for the settlement distribution.
14. Original Claimants who were issued a minimum payment of \$20 in the First Distribution, notwithstanding that their *pro rata* entitlement was less than \$20 must account for the excess payment as part of the *pro rata* distribution. For example, if the Original Claimant's *pro rata* entitlement under the First Distribution was \$15, but the Original Claimant was paid \$20, and the Original Claimant's prorata entitlement under the Second Distribution is \$30, the Original Claimant will only be paid an additional \$25.
15. If the *pro rata* distribution would result in payments of less than \$10 to an Original Claimant, no additional payment will be issued to the Original Claimant.
16. To the extent that the full Net Settlement Funds are not paid out due to uncashed cheques, residual interest or otherwise, subject to further Order of the Ontario Court, such monies shall be paid to Pro Bono Canada if the amount is equal or less than \$10,000, less any amounts payable to the Quebec Fonds d'aide aux actions collectives, as calculated pursuant to paragraph 17. For distribution of any amount above \$10,000, further direction of the Ontario Court shall be sought.
17. The *cy pres* payments shall be less any amounts payable to the Fonds d'aide aux actions collectives, pursuant to section 42 of the *Act respecting the Fonds d'aide aux actions collectives*, CQLR c. F-3.2.0.1.1 and calculated in accordance with Article 1. (1°) of the Regulation respecting the percentage withheld by the *Fonds d'aide aux actions collectives*, R.S.Q. c. F-3.2.0.1.1, r. 2. For the purposes of calculating the amount payable to the *Fonds*

*d'aide aux actions collectives*, 23.6%<sup>1</sup> of the *cy pres* payment will be notionally allocated to Quebec.

## THE CLAIMS PROCESS

### The Claim

18. Original Claimants' Claims will be evaluated based on information provided in the First Distribution. For Original Claimants, the Claim shall require the following:
  - (a) confirmation of their current contact information; and
  - (b) a release in favour of the Released Parties in respect of all Released Claims (as those terms are defined in the Settlement Agreements).
19. For New Claimants, the Claim shall require the following:
  - (a) a declaration by the Settlement Class Member of the dollar value and currency of its Airfreight Shipping Services Purchases;
  - (b) an option for the Settlement Class Member to rely on defendant, International Air Transport Association ("IATA"), and/or Freight Forwarder data;
  - (c) a declaration that the Settlement Class Member is expressly submitting to the jurisdiction of the Ontario Court for the purposes of the Canadian air cargo litigation in order to participate in the distribution of the Net Settlement Funds;
  - (d) information that will allow the Claims Administrator to determine the proportion of Airfreight Shipping Services Purchases that were made in the capacity of a Direct Purchaser Shipper, a Freight Forwarder, and/or a Shipper;
  - (e) a declaration that the Settlement Class Member has not commenced litigation relating to Airfreight Shipping Services in another jurisdiction; or that any litigation relating to Airfreight Shipping Services commenced by the Settlement

---

<sup>1</sup> 23.6% represents that portion of the Canadian population that resides in Quebec based on information from Statistics Canada's website.

Class Member in another jurisdiction has been discontinued or amended to exclude claims relating to Airfreight Shipping Services;

- (f) disclosure regarding whether the Settlement Class Member has received compensation through other proceedings or private out-of-class settlements in relation to its Airfreight Shipping Services and/or whether the Settlement Class Member's claims in relation to its Airfreight Shipping Services have been released, and details of the compensation received and the claims released;
- (g) authorization to the Claims Administrator to contact the Settlement Class Member or its representative, as the Claims Administrator deems appropriate, for more information and/or to audit the Claim;
- (h) a declaration that the information submitted in the Claim is true and correct;
- (i) a release in favour of the Released Parties in respect of all Released Claims (as those terms are defined in the Settlement Agreements); and
- (j) if the Claim Form is submitted by a related entity (i.e., a parent company claiming on behalf of a subsidiary or affiliate) or a third-party on behalf of a Settlement Class Member (i.e., a third-party claims services or a lawyer of their own choosing), the Settlement Class Member must provide a signed authorization in the form attached hereto as Schedule "A" or Schedule "B", as applicable.

### **The Online Claims Portal**

20. The Claims Administrator shall create an online claims portal that Settlement Class Members can access in order to file a Claim and shall provide the necessary administrative support to enable Settlement Class Members to do so.

21. The online claims portal shall contain fields that require the Settlement Class Member to provide all applicable information required as part of the Claim, in accordance with paragraphs 18 and 19 above.

### **The Claims Filing Process**

22. Settlement Class Members will be encouraged to complete and submit a Claim electronically using the online claims portal. Subject to further order of the Ontario Court, claims must be submitted to the online claims portal on or before the Claim Filing Deadline.
23. Subject to the discretion of the Claims Administrator, claims may not be amended after the Claims Filing Deadline. For greater clarity, “placeholder claims”—meaning inaccurate claims filed solely for the purpose of meeting the Claim Filing Deadline—will not be permitted.
24. The Claims Administrator shall provide to Original Claimants, in writing, by e-mail or regular mail, his, her or its personal user name and password to permit the Original Claimant access to the online claims portal. The Online Claim Portal shall be prepopulated with a summary of the information provided by the Original Claimant as part of the First Distribution.
25. Where a Settlement Class Member (who did not file a Claim in the First Distribution) has been identified by the Defendants, IATA, and/or a Freight Forwarder, the Claims Administrator shall provide to the Settlement Class Member, in writing, by e-mail or regular mail, his, her or its personal user name and password to permit that Settlement Class Member access to the online claims portal. Where the Defendants, IATA, and/or Freight Forwarder(s) have also provided customer information in respect of the Settlement Class Member, the fields in the online claims portal requiring the Settlement Class Member to provide the value of the Settlement Class Member’s

Airfreight Shipping Services Purchases shall be automatically populated with the information provided by the the Defendants, IATA, and/or Freight Forwarder(s), as applicable. The online claims portal shall permit Settlement Class Members to supplement or elect not to rely on the information provided by the Defendants, IATA, and/or the Freight Forwarder(s).

26. If a Settlement Class Member does not have internet access or is otherwise unable to submit a Claim using the online claims portal, the Settlement Class Member can register over the telephone with the Claims Administrator and the Claims Administrator shall send the Settlement Class Member a hardcopy claim form by mail. Subject to the direction of the Ontario Court, the completed and executed hardcopy Claim must be submitted to the Claims Administrator postmarked no later than the Claims Filing Deadline.
27. Where a Settlement Class Member has purchase records for Airfreight Shipping Services for at least two years during the period January 1, 2000 to September 11, 2006, the Settlement Class Member can use such records to extrapolate its Airfreight Shipping Services Purchases for the remainder of the period January 1, 2000 to September 11, 2006. If the Settlement Class Member's Claim is audited pursuant to paragraphs 31 to 34, the Settlement Class Member must provide a sworn statement explaining the basis for and calculation of the extrapolation of purchases.

**Assistance in Filing a Claim**

28. Settlement Class Members can contact the Claims Administrator or Class Counsel, at no charge, for assistance in the completion of their Claim.
29. Settlement Class Members may utilize third-party claims services, a lawyer of their own choosing, or similar services to file Claims. If a Settlement Class Member chooses to use a third-party claims service, a lawyer of their own choosing, or similar services, the

Settlement Class Members will be responsible for any expenses arising from those additional and individual services.

### **Scope of Claims Administration**

30. Claims filed by Original Claimants were reviewed and adjudicated in the context of the First Distribution. The procedures set forth in paragraphs 31 to 34 (audits), paragraphs 35 to 36 (deficiencies), paragraphs 37 to 39 (Claims Administrator's decision), and 40 to 45 (appeal of the Claims Administrator's decision) shall only apply to New Claimants.

### **Audits**

31. The Claims Administrator shall audit:
- (a) all Claims where the Settlement Class Member relied in whole or in part on its own purchase records, and the value of that portion of the Settlement Class Member's Eligible Airfreight Shipping Services Purchases exceeds CDN \$50,000; and
  - (b) at least 10% of other Claims where the Settlement Class Member relied in whole or in part on its own purchase records.
32. In addition, at its sole discretion, the Claims Administrator can elect to audit any other Claim. In exercising its discretion on whether to audit a Claim, the Claims Administrator will consider, among other things, whether there is any reason to believe a Claim is duplicative and/or contains inaccurate or misleading information.
33. An audit shall require proof of the Settlement Class Member's Airfreight Shipping Services Purchases:
- (a) proof of purchase of the Settlement Class Member's Airfreight Shipping Services Purchases might include invoices, receipts, air way bills, purchase records, historical accounting records, or comparable verification that is acceptable to the Claims Administrator;
  - (b) Settlement Class Members who cannot satisfy the evidentiary requirements of (a) can provide a declaration attesting to the purchase and value of the purchase, together with a credit card statement, a bank statement, cancelled cheque, wire transfer confirmations, or comparable verification that is acceptable to the Claims Administrator; or

- (c) where a Settlement Class Member has extrapolated its Airfreight Shipping Services Purchases, the Settlement Class Member must provide a sworn statement explaining the basis for and calculation of the extrapolation of purchases.
34. At its sole discretion, the Claims Administrator can reject a Claim, in whole or in part, where, in the Claims Administrator's view, the Settlement Class Member has submitted insufficient or false information or has otherwise engaged in fraudulent conduct.

### **Deficiencies**

35. If, during claims processing, the Claims Administrator finds that deficiencies exist in a Claim or other information is required (including in response to an audit), the Claims Administrator shall notify the Settlement Class Member, by email or regular mail, of the deficiencies. The Claims Administrator shall allow the Settlement Class Member thirty (30) days from the date of such notice to correct the deficiencies. If the deficiencies are not corrected within the thirty (30) day period, depending on the nature of the deficiency, the Claims Administrator may reject the Claim.
36. A deficiency shall not include missing the Claims Filing Deadline. Subject to further order of the Ontario Court, the Claims Administrator shall not accept Claims postmarked or electronically submitted after the Claims Filing Deadline.

### **Claims Administrator's Decision**

37. In respect of each Settlement Class Member who has filed a Claim in accordance with this Distribution Protocol, the Claims Administrator shall:
- (a) decide whether the Settlement Class Member is eligible to receive settlement benefits payable out of the Net Settlement Funds in accordance with this Distribution Protocol and any Court order relating to the implementation of this Distribution Protocol;

- (b) make a determination of the value of the Settlement Class Member's Airfreight Shipping Services Purchases in respect of which the Settlement Class Member is entitled to settlement benefits in accordance with this Distribution Protocol and any Court order relating to the implementation of this Distribution Protocol; and
  - (c) make a determination of the Settlement Class Member's categorization for the purposes of calculating Eligible Airfreight Shipping Services Purchases.
38. The Claims Administrator shall send to the Settlement Class Member, by email or regular mail, a decision as to the approval or rejection of the Claim and the determination of the Airfreight Shipping Services Purchases and their categorization (the "Decision Notice"). Where the Claims Administrator has rejected all or part of the Claim of the Settlement Class Member, the Claims Administrator shall include in the Decision Notice its grounds for rejecting all or part of the Claim.
39. The Claims Administrator's decision will be binding upon the Settlement Class Member, subject to the Settlement Class Member's right to appeal, as outlined in paragraphs 40 to 45.

#### **Appeal of the Claims Administrator's Decision**

40. Settlement Class Members shall be granted thirty (30) days from the date of the Decision Notice to appeal the rejection (in whole or in part) of their Claims.
41. Appeals will be determined by the Ontario Court or a third-party designated by the Ontario Court.
42. Appeals will be on the basis of written submissions, supported by the documentation provided to the Claims Administrator by the Settlement Class Member as part of the claims process. Settlement Class Members are not permitted to provide any new documentation as part of the appeal. Any new documentation provided as part of the appeal will not be provided to the Ontario Court for consideration.

43. The Claims Administrator must provide to the Ontario Court a copy of the documentation provided by the Settlement Class Member with the Claim or in response to requests for additional information, the Decision Notice, and any other information that might be reasonably useful in the determination of the appeal, and make written submissions to the Ontario Court as is reasonably necessary. Additionally, Class Counsel may provide written submissions to the Ontario Court or its designee as is reasonably necessary.
44. Notwithstanding the foregoing, the Ontario Court, acting in its sole discretion, can request oral submissions (to be provided via teleconference or videoconference, as requested by the Ontario Court) from the Settlement Class Member, Claims Administrator and/or Class Counsel.
45. The decision on the appeal is final and binding and shall not be subject to any further appeal or review whatsoever.

#### **Payment of Claims**

46. As soon as practicable after the claims evaluations and any appeals are completed, the Claims Administrator shall report to Class Counsel and the Ontario Court the particulars of the proposed distribution to each eligible Settlement Class Member.
47. The Claims Administrator shall make arrangements to pay approved Claims as expeditiously as possible. Payments of settlement benefits to Settlement Class Members will be made by cheque or, at the Claims Administrator's discretion, wire transfer.

#### **THE CLAIMS ADMINISTRATOR'S DUTIES AND RESPONSIBILITIES**

##### **Supervisory Powers of the Ontario Court**

48. The Claims Administrator shall administer this Distribution Protocol under the ongoing authority and supervision of the Ontario Court.

### **Investment of Settlement Funds**

49. The settlement funds shall be held in a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, SC 1991, c 46) held at a Canadian financial institution and all payments from the Settlement Amounts shall be made from that account.

### **Communication, Languages and Translation**

50. The Claims Administrator shall establish a toll-free number for calls from Canada.
51. The Claims Administrator shall establish a call centre capable of receiving international calls from Settlement Class Members worldwide.
52. The Claims Administrator shall dedicate sufficient personnel to respond to Settlement Class Members' inquiries (including in the call centre) in English or French, as the Settlement Class Member elects.
53. The Claims Administrator shall arrange for translation services with respect to responding to Settlement Class Members' inquiries in additional languages, on an as-needed basis.
54. All written communications from the Claims Administrator to a Settlement Class Member shall be transmitted via email if an email address has been provided, or if an email address has not been provided, by regular mail.
55. The Claims Administrator shall have no responsibility for locating Settlement Class Members for any mailing returned to the Claims Administrator as undeliverable.
56. The Claims Administrator shall have the discretion, but is not required, to reissue payments to Settlement Class Member returned as undeliverable under such policies and procedures as the Claims Administrator deems appropriate. Any costs associated with locating current address information for the Settlement Class Member shall be deducted from that Settlement Class Member's settlement benefits.

### **Taxes**

57. The Claims Administrator shall take all reasonable steps to minimize the imposition of taxes upon the Net Settlement Funds and shall have the discretion to pay any taxes imposed on such monies out of the Net Settlement Funds.

### **Reporting**

58. The Claims Administrator shall provide regular reports to Class Counsel regarding the administration.
59. The Claims Administrator shall provide any reports requested by the Ontario Court.

### **Preservation and Disposition of Claim Submissions**

60. The Claims Administrator shall preserve, in hard copy or electronic form, as the Claims Administrator deems appropriate, the submissions relating to a Claim, until three years after all settlement monies have been paid out to Settlement Class Members, and at such time shall destroy the submissions by shredding, deleting, or such other means as will render the materials permanently illegible.

### **Assistance to the Claims Administrator**

61. The Claims Administrator shall have the discretion to enter into such contracts and obtain financial, accounting, and other expert assistance as are reasonably necessary in the implementation of this Distribution Protocol.

### **Confidentiality**

62. All information received from Defendants, IATA, Freight Forwarders, or the Settlement Class Members is collected, used, and retained by the Claims Administrator pursuant to the protections of the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5 and may be used by the Claims Administrator for the sole purpose of administering this Distribution Protocol, including evaluating a Settlement Class Member's eligibility under this Distribution Protocol. The sales information provided by

Defendants and IATA and the information provided by Settlement Class Members is strictly private and confidential. Information concerning Settlement Class Members shall not be disclosed without the express written consent of the relevant Settlement Class Member, except in accordance with this Distribution Protocol and any Court order relating to the implementation of this Distribution Protocol. Any identifying information about Settlement Class Members will be kept confidential and redacted from any materials filed with the Court as part of the settlement administration process, unless otherwise directed by the Court or in accordance with this Distribution Protocol.

63. The Claims Administrator shall provide a report listing the particulars of the proposed distribution to each eligible Settlement Class Member (i.e. name of Settlement Class Member and distribution payment made to the Settlement Class Member), including identifying information respecting Settlement Class Members who reside outside Canada, to Class Counsel, the Settled Defendants and, if requested, the Courts. Such report shall be treated as if it were produced in the litigation and subject to all of the ensuing protections, including those in the *Rules of Civil Procedure*, RRO 1990, Reg. 194.

**SCHEDULE “A” – RELATED ENTITY AUTHORIZATION**

This Schedule is to be completed only if the Claim is being submitted by a parent company on behalf of a subsidiary or affiliate.

Contact Information for Person completing this authorization:

Name:	
Title/Position:	
Address:	
Email:	
Phone:	

I \_\_\_\_\_ [*name of Settlement Class Member*]  
authorize \_\_\_\_\_ [*name of representative*] to file  
a Claim in the Second Canadian Air Cargo Price-Fixing Distribution on my behalf.

I understand that all communications relating to the Claim will be directed towards my representative and that any resulting payment will be issued to my representative.

DATED at \_\_\_\_\_ [*city*], in the Province of  
\_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

I have the authority to bind the corporation

**SCHEDULE “B” – THIRD-PARTY AUTHORIZATION**

This Schedule is to be completed only if the Claim is being submitted on behalf of a Settlement Class Member by a representative (including a third-party claims service or lawyer of their own choosing).

Contact Information for Person completing this authorization:

Name:	
Title/Position:	
Address:	
Email:	
Phone:	

I, \_\_\_\_\_ [*name of Settlement Class Member*] authorize \_\_\_\_\_ [*name of representative*] to file a Claim in the Second Canadian Air Cargo Price-Fixing Distribution on my behalf.

I understand that the claims filing process was designed to enable Settlement Class Members to file Claims without the assistance of an agent and that the Settlement Class Member can contact the Claims Administrator at no charge to ask questions about the claims filing process.

I have reviewed the information to be submitted by my representative as part of the Claim Form, including the quantum of my Airfreight Shipping Services. I understand that my representative will be claiming for Airfreight Shipping Services totalling \$ \_\_\_\_\_. I can attest based on personal knowledge that the information to be submitted by the representative, including the total purchases claimed, accurately reflects my business records.

I understand that all communications relating to the Claim will be directed towards my representative and that any resulting payment will be issued to my representative.

DATED at \_\_\_\_\_ [city], in the Province of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

I have the authority to bind the corporation