

## DISTRIBUTION PROTOCOL

### Definitions:

1. All defined terms in the *Settlement Agreement* are applicable to this *Distribution Protocol*. In addition, the following definitions apply:
  - a. **“Approval Order”** means the order approving settlement of this Action.
  - b. **“Claims Administrator”** means the persons or entities agreed by the parties or appointed by the Court to administer the claims process in accordance with this *Distribution Protocol*.
  - c. **“Claim Form”** means submission of a fully completed Court approved claim form via the on-line claim portal to the Claims Administrator.
  - d. **“Claimant”** means a Class Member who files a Claim Form pursuant to the terms of the *Settlement Agreement*.
  - e. **“Excluded Claims”** means a Claim by a person who has previously and validly opted out of the Action in writing or who has previously settled claims against the Settling Defendant and has executed a release in favour of the Settling Defendant in relation to matters that are the subject of this Action.

### Claim Submission

2. Any person who wishes to claim compensation shall deliver, or otherwise provide the Claims Administrator with, a completed Claim Form no later than 2 months after the last publication of the notice of judgment. If the Claims Administrator does not receive a completed Claim Form by the deadline, then the Class Member shall not be eligible for any compensation whatsoever. For clarity, the completed claim form must be submitted to the Claims Administrator postmarked by 11:59 PM on **January 23, 2024**.

3. The Claims Administrator shall review each Claim Form for completeness and shall advise the Claimant, no later than thirty (30) days after receipt of the Claim Form, when their Claim Form is deficient. The Claimant shall complete the deficient Claim Form and/or provide missing information back to the Claims Administrator within thirty (30) days from the date of the letter that the Claims Administrator advises them that their Claim Form is deficient. For clarity, the completed claim form or missing information must be submitted to the Claims Administrator postmarked by 11:59 PM on thirtieth day from the date of the letter that the Claims Administrator advises them that their Claim Form is deficient.
4. The Claim Administrator's outgoing correspondence is deemed received when it is emailed, or ten (10) days after it is mailed to a Class Member.
5. A Claimant shall submit one Claim Form that comprises all claims that he or she may have individually. If more than one Claim Form is submitted, the Claims Administrator will treat them as one Claim Form.

#### Claim Review

6. Before reviewing the Claim Form for the purposes of compensation, the Claims Administrator shall verify that each Claimant is an eligible Class Member. Within thirty (30) days of receipt of the Claim, the Claims Administrator shall:
  - a. Be satisfied that for a Claimant claiming as a Class Member that (i) the Claimant is a Class Member by virtue of being on the class list and did not opt out of the action. The class list will be provided to the Claims Administrator by the Settling Defendant as soon as possible after Court Approval of the Settlement; (ii) the claim is not an Excluded Claim; and (iii) the reservation was made on the BB website between January 27, 2017, and November 20, 2021.

- b. Be satisfied that the Claimant meets the criteria set out in section 17 of the *Settlement Agreement* which includes: (i) having made a reservation on the BB website between January 27, 2017, and November 20, 2021; (ii) having resided in Quebec at the time of the reservation; (iii) be a natural person who did not reserve for the purposes of business; (iv) having completed and submit a claim form within 2 months following the date of the last publication of the notice of judgment.
  - c. Email or mail a notice, advising of the determination to the Claimant, within thirty (30) days of receipt of the Claim that the Claimant is not eligible for compensation for reasons set out in s. 6(a) or (b).
7. The Claims Administrator will then verify that the Claim Form is complete, and that the Claimant is eligible for compensation in accordance with s. 18 (a) of the *Settlement Agreement* of October 19, 2022.
8. The Claims Administrator shall take reasonable measures to verify that the Claimants are eligible for compensation and that the information in the Claim Forms is complete. The Claims Administrator may make inquiries of the Claimant in the event of any concerns, ambiguities or inconsistencies in the Claim Form or the Claimant's supporting documents.
9. The claims process is intended to be expeditious, cost effective and "user friendly" and to minimize the burden on Class Members. The Claims Administrator shall, in the absence of reasonable grounds to the contrary, assume the Class Members to be acting honestly and in good faith. The Claims Administrator shall nonetheless require that each claimant meet the requirements set herein in respect of each claim.
10. Where a Claim Form contains minor omissions or errors, the Claims Administrator shall correct such omissions or errors if the information necessary to correct the omission or error is readily available to the Claims Administrator.
11. The claims process is intended to prevent fraud and abuse. If, after reviewing any Claim Form, the Claims Administrator believes that the claim contains intentional errors the Claims Administrator may disallow the claim in its entirety.

### Disallowed Claims

12. If, after review, the Claims Administrator disallows a claim, the Claims Administrator shall send to the Claimant at the Claimant's email address or mailing address as indicated in the Claim Form and to the Parties, a notice advising the Claimant of the decision.

### Compensation

13. As soon as possible after all timely Claim Forms have been processed, the Claims Administrator shall distribute amounts to the Claimants from the Distribution Fund as such:
  - a. There will be no compensation for an Excluded Claim;
  - b. The Distribution Fund will be allocated according to section 18 of the *Settlement Agreement* which sets out that:
    - i. Each eligible claimant will receive CAD \$20 per reservation;
    - ii. If there is a remaining balance after this distribution, the compensation paid for each reservation shall be increased on a pro rata basis to a total maximum of CAD \$40 per reservation;
  - c. If the Distribution Fund is insufficient to pay the compensation set out in the previous paragraph, an equal share of the Distribution Fund will be paid for each reservation.
14. The Claims Administrator shall advise both the Settling Defendant and Class Counsel of the number of Claimants to be compensated as well as the total amount required to satisfy those payments. The Trustee of the Distribution Fund shall provide a wire transfer or the total amount to the Claims Administrator. The Claims Administrator will have thirty (30) days to email individual compensation payments to Claimants at the email addresses indicated in the Claim Form. Interac eTransfer will be the preferred method of payment. Cheque will be an optional payment method upon a Claimant's request.

15. If, for any reason, a Claimant does not cash a cheque (only if asked by the Claimant as the only way to receive payment) within six (6) months after the date of the issuance of the cheque, the Claimant shall forfeit the right to compensation. Thirty (30) days prior to the expiry of the six (6) month period described above, the Claims Administrator shall provide the Parties with a list of Claimants who have not cashed their compensation cheques.

#### Second Claim Period

16. As outlined in section 19 of the *Settlement Agreement*, if 50% or more of the Distribution Funds remains after a distribution, a second claim period of sixty (60) days shall be held for anyone who did not file a claim previously. New notices will be issued, in a manner to be determined in consideration of the results of the first distribution.
17. The process for reviewing, disallowing and compensating claims during this Second Claim Period shall follow the modalities set out in sections 6 through 15 of the present *Distribution Protocol*.

#### Finality

18. All determinations of the Claims Administrator are final and there is no further appeal or review of any decision of the Claims Administrator whatsoever to the Court. To be clear, all decisions of the Claims Administrator relating to *inter alia*, any claims assessment, sufficiency of a claim, timelines or component of a claim, or any other matter relating to the claims process are final and the parties expressly agree that these decisions may not be appealed to or put before the Court for any review or a determination.

#### Discretion and Audit

19. The Claims Administrator shall have discretion in the interpretation of this *Distribution Protocol* and in the management of the claims administration to give effect to this *Distribution Protocol* in the interest of Claimants, having regard to principles of procedural and substantive reasonableness, and respecting the need for efficiency in the delivery of benefits to Claimants with approval of the parties.

20. If the discretion granted by this *Distribution Protocol* is insufficient to manage or resolve any issue that may arise in the course of this administration, the Claims Administrator and the Parties may seek directions from the Court at any time in order to address or resolve any matter requiring such direction.

#### Privacy and Confidentiality

21. All information received from the Settling Defendant or from Claimants is to be collected, used, and retained by the Claims Administrator pursuant to the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5 for the purposes of administering the *Settlement Agreement*. The Claims Administrator will administer this *Distribution Protocol* in a manner that is cognizant of the privacy and confidentiality of Claimants and will not disclose confidential information without the express written consent of the Claimant, except in accordance with the *Settlement Agreement*, orders of the Court and/or this *Distribution Protocol*.

#### Retention and Destruction of Documents

22. After sixty (60) days from the date that the Court is presented with the Final Report for this Claims Administration, a copy of all electronic claim forms will be securely transferred to Class Counsel and the Settling Defendant. The Claim Administrator's copy will be disposed of after confirmation of receipt. In addition, any electronic correspondence between the Claims Administrator and Claimants will be disposed of after sixty (60) days. Any physical returned mail will be converted into an electronic copy to be saved into the Claims Administrators database and the physical copy will be disposed of after sixty (60) days of receipt. Any other physical paper documents will be converted into an electronic copy to be saved into the Claims Administrators database and the physical copy will be disposed of after sixty (60) days of the conclusion of the settlement.