



AND ON READING the materials filed by the plaintiff in support of the application, including the JBS USA Food Company, Swift Beef Company, JBS Packerland Inc. and JBS Canada ULC (the “**Settling Defendants**”) Settlement Agreement dated November 15, 2024 (the “**JBS Settlement Agreement**”) attached to this Order as **Schedule “A”**, and on hearing the submissions of counsel for the plaintiff, counsel for the Settling Defendants, and counsel for the Non-Settling Defendants in this Action;

AND ON BEING ADVISED that the plaintiff and the Settling Defendants consent to this Order;

AND ON BEING ADVISED that Verita Global has consented to being appointed as notice provider in accordance with the terms of this Order;

THIS COURT ORDERS that:

1. For the purposes of this order, except to the extent that they are modified in this order, the definitions set out in the Settlement Agreement apply to and are incorporated into this order;
2. The short-form, long-form Notice of Certification and Authorization and of Approval Hearings, banner ad, and press release are hereby approved substantially in the forms attached respectively hereto as **Schedules “B”, “C”, “D” and “E”**;
3. The plan of dissemination for the short-form and long-form Notice of Certification and Authorization and of Approval Hearings (the “plan of dissemination”) is hereby approved in the form attached hereto as **Schedule “F”** and that the Notice of Certification and Authorization and of Approval Hearings shall be disseminated in accordance with the plan of dissemination;
4. Verita Global is appointed to disseminate the Notice of Certification and Authorization and of Approval Hearings in accordance with the terms of this order;
5. The BC Action is certified as a class proceeding as against the Settling Defendants for settlement purposes only;

6. The BC Settlement Class is certified as follows:

All Persons in Canada, other than members of the Quebec Settlement Class, who purchased for resale or personal use, between January 1, 2015 and the date of this Order, Beef excluding Beef Products and Beef purchased from the food service industry.

7. The following issue is common to the BC Settlement Class:

Did the Settling Defendants conspire to fix, maintain, control, or lessen the production or supply of Beef and fix, raise, maintain, or stabilize the price of Beef sold to purchasers in Canada during the Settlement Class Period? If so, what damages, if any, did members of the BC Settlement Class suffer?

8. Giang Bui is appointed as the representative plaintiff for the BC Settlement Class;

9. BC Settlement Class members who wish to opt-out of this action must do so by sending a written election to opt-out, signed by the Person or the Person's designee, together with the information required in the Settlement Agreement to Class Counsel by pre-paid mail, courier, fax or e-mail received on or before the Opt-Out Deadline.

10. The written election to opt-out must contain the following information in order to be effective:

- (a) the Person's full name and current address; and,
- (b) a statement to the effect that the Person wishes to be excluded from the Proceedings.

11. Any BC Settlement Class member who has validly opted-out of this action shall no longer participate or have the opportunity in the future to participate in this action or to share in the distribution of any funds received as a result of a judgment or settlement, and no further right to opt-out will be provided.

12. Within thirty (30) days of the Opt-Out Deadline, BC Counsel shall provide to the Defendants a report containing the names of each Person who has validly and timely opted-out of the BC Action, the reasons for the opt-out, if known, any indication given by the Persons opting-out as to whether or not they intend to pursue their own claims

against the Settling Defendants, if known, and a summary of the information delivered by such Persons pursuant to paragraphs 9 and 10 above.


13. Any BC Settlement Class member who has not validly opted-out of the BC Action will be bound by the Settlement Agreement as approved by the Court and may not opt-out of the BC Action in the future.

14. Each BC Settlement Class member who has not validly opted-out of this action shall consent and shall be deemed to have consented to the dismissal as against the Settling Defendants and their respective Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.

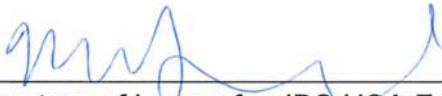
15. Each Other Action commenced in British Columbia by any BC Settlement Class member who has not validly opted-out of this action shall be and is hereby dismissed against the Settling Defendants and their respective Releasees, without costs and with prejudice.

16. Paragraphs 5, 6, 7 and 8 of this order, the certification of this BC Action against the Settling Defendants for settlement purposes and the definitions of the BC Settlement Class, Settlement Class Period and Common Issue are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing BC Action and, without restricting the generality of the foregoing, may not be relied on by any Person to establish jurisdiction, the criteria for certification (including class definition) or the existence or elements of the causes of action asserted in the BC Action, as against the Non-Settling Defendants.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

  
\_\_\_\_\_  
Signature of lawyer for the plaintiff,  
Giang Bui

Michelle Segal


  
\_\_\_\_\_  
Signature of lawyer for JBS USA Food Company, Swift Beef Company, JBS Packerland Inc. and JBS Canada ULC  
*Michelle Segal on behalf of:*  
Emrys Davis

\_\_\_\_\_  
Signature of lawyer for the Defendants,  
Cargill, Incorporated, Cargill Meat Solutions Corporation, Cargill Limited

Jill Yates

\_\_\_\_\_  
Signature of lawyer for the Defendants,  
Tyson Foods and Tyson Fresh Meats, Inc.

Robin Reinertson

  
\_\_\_\_\_  
Signature of lawyer for the Defendant,  
National Beef Packing Company, LLC  
*Michelle Segal on behalf of:*  
Sandra Forbes

By the Court

\_\_\_\_\_  
Registrar

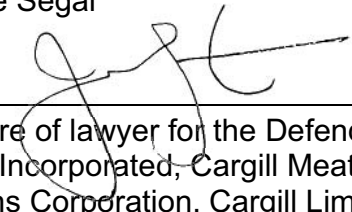
**\*\*Endorsements Attached\***

16. Paragraphs 5, 6, 7 and 8 of this order, the certification of this BC Action against the Settling Defendants for settlement purposes and the definitions of the BC Settlement Class, Settlement Class Period and Common Issue are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing BC Action and, without restricting the generality of the foregoing, may not be relied on by any Person to establish jurisdiction, the criteria for certification (including class definition) or the existence or elements of the causes of action asserted in the BC Action, as against the Non-Settling Defendants.

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\_\_\_\_\_  
Signature of lawyer for the plaintiff,  
Giang Bui

Michelle Segal

  
\_\_\_\_\_  
Signature of lawyer for the Defendants,  
Cargill, Incorporated, Cargill Meat  
Solutions Corporation, Cargill Limited

Jill Yates

\_\_\_\_\_  
Signature of lawyer for the Defendant,  
National Beef Packing Company, LLC

Sandra Forbes

\_\_\_\_\_  
Signature of lawyer for JBS USA Food  
Company, Swift Beef Company, JBS  
Packerland Inc. and JBS Canada ULC

Emrys Davis

\_\_\_\_\_  
Signature of lawyer for the Defendants,  
Tyson Foods and Tyson Fresh Meats,  
Inc.

Robin Reinertson

**\*\*Endorsements Attached\***

16. Paragraphs 5, 6, 7 and 8 of this order, the certification of this BC Action against the Settling Defendants for settlement purposes and the definitions of the BC Settlement Class, Settlement Class Period and Common Issue are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing BC Action and, without restricting the generality of the foregoing, may not be relied on by any Person to establish jurisdiction, the criteria for certification (including class definition) or the existence or elements of the causes of action asserted in the BC Action, as against the Non-Settling Defendants.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

\_\_\_\_\_  
Signature of lawyer for the plaintiff,  
Giang Bui

Michelle Segal

\_\_\_\_\_  
Signature of lawyer for JBS USA Food  
Company, Swift Beef Company, JBS  
Packerland Inc. and JBS Canada ULC

Emrys Davis



\_\_\_\_\_  
Signature of lawyer for the Defendants,  
Cargill, Incorporated, Cargill Meat  
Solutions Corporation, Cargill Limited

Jill Yates

\_\_\_\_\_  
Signature of lawyer for the Defendants,  
Tyson Foods and Tyson Fresh Meats,  
Inc.

Robin Reinertson

\_\_\_\_\_  
Signature of lawyer for the Defendant,  
National Beef Packing Company, LLC

Sandra Forbes

**\*\*Endorsements Attached\***

# Schedule "A"

## BEEF SETTLEMENT AGREEMENT

Between:

**GIANG BUI AND OPTION CONSOMMATEURS**

(the "Plaintiffs")

and

**JBS USA FOOD COMPANY, SWIFT BEEF COMPANY, JBS PACKERLAND INC.  
AND JBS CANADA ULC**

(the "Settling Defendants")

Executed November 15, 2024

**BEEF CLASS ACTION  
NATIONAL SETTLEMENT AGREEMENT**

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## BEEF SETTLEMENT AGREEMENT

### RECITALS

A. WHEREAS the Proceedings were commenced by the BC Plaintiff in Vancouver, British Columbia, and the Quebec Plaintiff in Montreal, Quebec;

B. WHEREAS the Quebec Action was stayed on November 1, 2022, pursuant to the order of Justice Bisson of the Quebec Court;

C. WHEREAS in the Proceedings, the Plaintiffs allege that certain companies, including the Settling Defendants, participated in an unlawful conspiracy to fix, maintain, control, or lessen the production or supply of Beef and fix, raise, maintain, or stabilize the price of Beef sold to purchasers in Canada, starting at least as early as January 1, 2015 and continuing to the present, contrary to Part VI of the *Competition Act* and the common law and/or civil law;

D. WHEREAS the BC Action is set to proceed to a contested certification application in January 2025 on behalf of the following class:

All persons or entities in Canada who purchased for resale or personal use, between January 1, 2015 and the present the raw portion of cattle carcasses intended for human consumption (“Beef”) excluding Beef Products and Beef purchased from the food service industry.

“Beef Products” means those products that contain Beef as one ingredient among others except where all non-Beef ingredients have been introduced through the processes of mechanical blade/needle tenderizing, brine injection, massaging, aging, chemical/enzyme tenderizing, vacuum tumbling, marination and/or seasoning.

E. WHEREAS the Settling Defendants do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged in the Proceedings, or otherwise;

F. WHEREAS the Plaintiffs, Class Counsel and the Settling 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 Settling Defendants or evidence of the truth of any of the Plaintiffs' allegations against the Settling Defendants, which allegations are expressly denied by the Settling Defendants;

G. WHEREAS the Settling Defendants are entering into this Settlement Agreement in order to achieve a final and nation-wide resolution of all claims asserted or which could have been asserted against the Releasees by the Plaintiffs and the Settlement Classes in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

H. WHEREAS Counsel for the Settling Defendants and Class Counsel have engaged in arm's-length settlement discussions and negotiations, resulting in this Settlement Agreement relating to Canada;

I. WHEREAS as a result of these settlement discussions and negotiations, the Settling Defendants and the Plaintiffs have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Settling Defendants and the Plaintiffs, both individually and on behalf of the Settlement Classes they represent or seek to represent, subject to approval of the Courts;

J. WHEREAS the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Settlement Classes they seek to represent;

K. WHEREAS the Parties therefore wish to and hereby finally resolve on a national basis, without admission of liability, the Proceedings as against the Settling Defendants;

L. WHEREAS the Parties now consent to certification of the BC Action and authorization of the Quebec Action solely for the purposes of implementing this Settlement Agreement;

M. WHEREAS the Plaintiffs assert that they are adequate class representatives for the classes they represent and/or seek to represent and are or will seek to be appointed representative plaintiffs in their respective Proceedings;

N. NOW THEREFORE, in consideration of the covenants, agreements and releases set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed by the Parties that the BC Action be settled and dismissed with prejudice as to the Settling Defendants only, and the Quebec Action be declared settled out of court without costs against the Settling Defendants only, all without costs as to the Plaintiffs, the Settlement Classes they seek to represent, subject to the approval of the Courts, on the following terms and conditions:

#### SECTION 1-DEFINITIONS

(1) For the purposes of this Settlement Agreement only, including the Recitals and Schedules hereto:

(2) **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 the Notice of Certification and Authorization and of Approval Hearings and the costs of claims administration, but excluding Class Counsel Fees.

(3) **Approval Hearings** means the hearings to approve the motions brought by Class Counsel for the Courts' approval of the settlement provided for in this Settlement Agreement.

(4) **BC Action** means the proceeding commenced by the BC Plaintiff before the BC Court that is identified in Schedule "A" to this Settlement Agreement.

(5) **BC Counsel** means CFM Lawyers LLP and Strosberg Wingfield Sasso LLP.

- (6) **BC Court** means the Supreme Court of British Columbia.
- (7) **BC Plaintiff** means Giang Bui.
- (8) **BC Settlement Class** means the settlement class in respect of the BC Action that is defined in Schedule "A" to this Settlement Agreement.
- (9) **Beef** means the raw portion of cattle carcasses intended for human consumption, not purchased from the food service industry.
- (10) **Beef Products** means those products not purchased from the food service industry that contain Beef as one ingredient among others, except where all non-Beef ingredients have been introduced through the processes of mechanical blade/needle tenderizing, brine injection, massaging, aging, chemical/enzyme tenderizing, vacuum tumbling, marination and/or seasoning.
- (11) **Claims Administrator** means the firm to be proposed by Class Counsel and appointed by the Courts to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol, and any employees of such firm.
- (12) **Class Counsel** means Quebec Counsel and BC Counsel.
- (13) **Class Counsel Fees** means the fees, disbursements, adverse costs awards, interest, GST or HST (as the case may be) and other applicable taxes or charges thereon, including any amounts payable by Class Counsel or the Settlement Class Members to any other body or Person, including the Fonds d'aide aux actions collectives in Quebec.
- (14) **Common Issue** means: Did the Settling Defendants conspire to fix, maintain, control, or lessen the production or supply of Beef and fix, raise, maintain, or stabilize the price of Beef sold to purchasers in Canada during the Settlement Class Period? If so, what damages, if any, did Settlement Class Members suffer?
- (15) **Courts** means the BC Court and the Quebec Court.

(16) **Date of Execution** means the date on the cover page as of which the Parties have executed this Settlement Agreement.

(17) **Defendants** means the entities named as defendants in any of the Proceedings as set out in Schedule "A" to this Settlement Agreement, and any Persons added as defendants in the Proceedings in the future. For greater certainty, Defendants includes, without limitation, the Settling Defendants and Settled Defendants.

(18) **Distribution Protocol** means the plan to be developed by Class Counsel for distributing the Settlement Amount, plus accrued interest and less approved Administration Expenses and Class Counsel Fees, to Settlement Class Members, as approved by the Courts.

(19) **Documents** means all papers, computer or electronic records, or other materials within the scope of Rule 1-1(1) of the British Columbia Supreme Court Civil Rules and any copies, reproductions or summaries of the foregoing.

(20) **Effective Date** means the date when the Final Orders have been received from all Courts approving this Settlement Agreement.

(21) **Excluded Person** means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing.

(22) **Final Order(s)** means the later of a final order, judgment or equivalent decree entered by a Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such order has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the approval of this Settlement Agreement in accordance with its terms, upon a final disposition of all appeals.

(23) **Non-Settling Defendant(s)** means any Defendant that is not: (i) a Settling Defendant; (ii) a Settled Defendant; or (iii) a Defendant against whom the Proceedings have been dismissed or discontinued, either before or after the Date of Execution.

(24) **Notice of Certification and Authorization and of Approval Hearings** means the form or forms of notice, agreed to by the Plaintiffs and the Settling Defendants, or such other form or forms of notice as may be approved by the Courts, which informs the Settlement Classes of: (i) the certification of the BC Action as a class proceeding for settlement purposes; (ii) the authorization of the Quebec Action as a class proceeding for settlement purposes; (iii) the right to opt-out of the BC and Quebec Actions and the process for doing so; (iv) the dates and locations of the Approval Hearings; and (v) the process by which a Settlement Class Member may object to the settlement.

(25) **Opt-Out Deadline** means the date which is thirty (30) days after the date on which the Notice of Certification and Authorization and of Settlement Approval Hearings is first published.

(26) **Other Actions** means any other actions or proceedings, excluding the Proceedings, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date.

(27) **Party and Parties** means the Settling Defendants, the Plaintiffs, and, where necessary, the Settlement Class Members.

(28) **Person(s)** 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 their heirs, predecessors, successors, representatives, or assignees.

(29) **Plaintiffs** means the BC Plaintiff and Quebec Plaintiff.

(30) **Proceedings** means the BC Action and Quebec Action, as defined in Schedule "A" to this Settlement Agreement.

(31) **Proportionate Liability** means the proportion of any judgment that, had the Settling Defendants not settled, the Quebec or the BC Court, as applicable, would have apportioned to the Settling Defendants and other Releasees.

- (32) **Quebec Action** means the proceeding commenced by the Quebec Plaintiff before the Quebec Court identified in Schedule “A” to this Settlement Agreement.
- (33) **Quebec Counsel** means Belleau Lapointe s.e.n.c.r.l.
- (34) **Quebec Court** means the Superior Court of Québec.
- (35) **Quebec Plaintiff** means Option consommateurs.
- (36) **Quebec Settlement Class** means the settlement class in respect of the Quebec Action that is defined in Schedule “A” to this Settlement Agreement.
- (37) **Recitals** means the recitals to this Settlement Agreement.
- (38) **Related Civil Cases** has the meaning ascribed to it in paragraph 4.1(6)(b).
- (39) **Released Claims** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers’ fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, in law, under statute or in equity, that any of the Releasors ever had, now have, or hereafter can, shall or may have, relating in any way to the purchase, sale, pricing, discounting, marketing or distributing of Beef and Beef Products in Canada during the Settlement Class Period, whether purchased directly or indirectly, including any claims for consequential, subsequent or follow-on harm that arise after the Date of Execution in respect of any agreement, combination, conspiracy or conduct that occurred during the Settlement Class Period. However, the Released Claims do not include: (i) claims based on negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, breach of warranty, securities or similar claims between the Parties that relate to Beef and Beef Products (unless such claims allege anticompetitive conduct or anticompetitive communications among competitors);

(ii) claims brought (whether before or after the Effective Date) outside of Canada relating to purchases of Beef and Beef Products outside of Canada; (iii) claims brought (whether before or after the Effective Date) under laws other than those of Canada relating to purchases of Beef and Beef Products outside of Canada; or (iv) claims concerning any product other than Beef and Beef Products, where such claims do not concern Beef.

(40) **Releasees** means, jointly and severally, individually and collectively, the Settling Defendants and all of their present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, joint ventures, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated and all of their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing, excluding always the Non-Settling Defendants and their affiliates.

(41) **Releasors** means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members, on behalf of themselves and any Person or entity claiming by or through them as a present or former, direct or indirect, parent, subsidiary, affiliate, division or department, predecessor, successor, shareholder, partner, director, owner of any kind, agent, principal, employee, contractor, attorney, heir, executor, administrator, insurer, devisee, assignee, trustee, servant, contractor or representative of any kind.

(42) **Schedules** means the schedules to this Settlement Agreement.

(43) **Settled Defendants** means any Defendant (excluding the Settling Defendants) that executes its own settlement agreement with the Plaintiffs in the Proceedings and whose settlement agreement becomes effective in accordance with its terms, whether or not such settlement agreement is in existence at the Date of Execution.

(44) **Settlement Agreement** means this agreement, including the Recitals and Schedules.

- (45) **Settlement Amount** means the sum of seven million, four hundred and ninety-eight thousand, seven hundred Canadian dollars (\$7,498,700).
- (46) **Settlement Classes** means the Quebec Settlement Class and the BC Settlement Class.
- (47) **Settlement Class Member** means a member of the Settlement Classes.
- (48) **Settlement Class Period** means January 1, 2015 to the date of the order certifying the BC Action for settlement purposes.
- (49) **Settling Defendants** means JBS USA Food Company, Swift Beef Company, JBS Packerland Inc., and JBS Canada ULC.
- (50) **Translation(s)** means translation from another language into English.
- (51) **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, SC 1991, c 46) held at a Canadian financial institution under the control of BC Counsel or the Claims Administrator, once appointed, for the benefit of the Settlement Class Members or the Settling Defendants, as provided for in this Settlement Agreement.
- (52) **U.S. Litigation** means the proceeding entitled "In re Cattle Antitrust Litigation" (Civil Nos. 0:20-cv-01319 and 19-cv-1222), filed in United States District Court, District of Minnesota.
- (53) **US Protective Order** means the protective order made in the U.S. Litigation and related proceedings on November 4, 2020.

## **SECTION 2 – NOTICE AND SETTLEMENT APPROVAL**

### **2.1 Best Efforts**

- (1) The Parties shall use their best efforts to implement this Settlement Agreement and to secure the prompt, complete and final dismissal with prejudice of the Proceedings

as against the Settling Defendants in the BC Action, and declaration of settlement out of court of the Quebec Action as against the Settling Defendants in the Quebec Action.

## **2.2 Motions Seeking Approval of Notice and Certification and Authorization**

(1) Subject to Section 2.2(2), the BC Plaintiff shall bring a motion before the BC Court, as soon as practicable after the Date of Execution, for orders approving the Notice of Certification and Authorization and of Approval Hearings and certifying the BC Action on a consent basis as against the Settling Defendants.

(2) Subject to Section 2.2(3), the Quebec Plaintiff shall bring a motion for approval of the Notice of Certification and Authorization and of Approval Hearings and authorizing the Quebec Action on a consent basis as against the Settling Defendants, before the Quebec Court, as soon as practicable after the BC motion contemplated by Section 2.2(1).

(3) The BC order described in Section 2.2(1) shall be substantially in the form attached as Schedule B. The Quebec Order described in 2.2(2) shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the BC order.

## **2.3 Motions Seeking Approval of the Settlement**

(1) As soon as practicable after the orders referred to in Section 2.2(1) and 2.2(2) have been granted and the Notice of Certification and Authorization and of Approval Hearings has been published, and subject to Section 2.3(2), the Plaintiffs shall bring motions before the Courts for orders approving this Settlement Agreement.

(2) The BC order approving this Settlement Agreement shall be substantially in the form attached as Schedule C. The Quebec order approving this Settlement Agreement shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the BC order.

(3) This Settlement Agreement shall only become final on the Effective Date.

## **2.4 Pre-Motion Confidentiality**

(1) Until the first of the motions required by Section 2.2 is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior consent of counsel for the Settling Defendants and Class Counsel, as the case may be, except as required for the purposes of financial reporting or the preparation of financial records (including tax returns and financial statements), as necessary to give effect to the terms of this Settlement Agreement, or as otherwise required by law.

## **SECTION 3 - SETTLEMENT BENEFITS**

### **3.1 Payment of Settlement Amount**

(1) Within thirty (30) days of the Date of Execution, the Settling Defendants shall pay the Settlement Amount into the Trust Account. The Settling Defendants shall deposit the Settlement Amount into the Trust Account by wire transfer. BC Counsel shall provide the necessary wire transfer information to counsel for the Settling Defendants with reasonable advance notice so that the Settling Defendants have a reasonable period of time to comply with Section 3.1(2) of this Settlement Agreement.

(2) The Settlement Amount shall be all-inclusive of all amounts, including interest and costs, and shall be paid in full satisfaction of the Released Claims against the Releasees.

(3) The Releasees 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 Proceedings.

(4) BC Counsel or its duly appointed agent shall maintain the Trust Account as provided for in this Settlement Agreement.

(5) BC Counsel or its duly appointed agent shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the BC Court.

### **3.2 Taxes and Interest**

- (1) Except as hereinafter provided, all interest earned on the Settlement Amount shall accrue to the benefit of the Settlement Classes 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 shall be the responsibility of the Settlement Classes. BC Counsel or its duly appointed agent shall be solely responsible to fulfill all tax reporting and payment requirements arising from the monies 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 on the monies in the Trust Account shall be paid from the Trust Account.
- (3) The Settling 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 by the monies in the Trust Account 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, in which case the interest earned on the Settlement Amount in the Trust Account shall be paid to the Settling Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by BC Counsel or its duly appointed agent.

## **SECTION 4 - COOPERATION**

### **4.1 Extent of Cooperation**

#### **Pre-Settlement Approval Production**

- (1) Prior to the filing of the motions contemplated in Section 2.2, the Settling Defendants shall provide to the Plaintiffs data that establishes that the Settling Defendants' market share of Canadian sales of Beef is less than or equal to twenty five percent (25%) of the Canadian market.
- (2) The Plaintiffs may refer to the information provided pursuant to Section 4.1(1) in the materials filed in support of the motions contemplated in Section 2.2.

**Evidentiary Proffer**

(3) Within fifteen (15) days after the Effective Date, or at a time mutually agreed upon by the Parties, the Settling Defendants shall provide to Class Counsel an oral evidentiary proffer, through meetings between Class Counsel and Counsel for the Settling Defendants, which will set out the Settling Defendants' relevant and non-privileged information derived from their investigation and factual inquiries in respect of the matters at issue in the Proceedings, including information derived from business records, testimonial transcripts and employee or witness interviews (if applicable), that was provided to the Direct Purchaser Plaintiffs and Commercial/Institutional Purchaser Plaintiffs in the US Litigation. During the oral evidentiary proffer, the Settling Defendants shall:

- (a) disclose to Class Counsel the identities and any known particulars (if permitted by law) of the key former officers, directors, and employees, if any, who witnessed and/or participated in the alleged conspiracy; and
- (b) identify "key" documents, if any, relevant to the allegations raised in the Proceedings and to the conduct of specific Defendants as requested and to the extent known, and, to the extent in the Settling Defendants' possession, the provision of copies of those documents to Class Counsel.

(4) Following the proffer and until the Settling Defendants' cooperation obligations cease, Counsel for the Settling Defendants will respond to reasonable questions from Class Counsel relating to the information provided in the proffers, and will answer Class Counsel's reasonable questions relating to the Proceedings on an ongoing basis until the Settling Defendants' cooperation obligations cease.

(5) Notwithstanding any other provision of this Settlement Agreement, and for greater certainty, it is agreed that all statements made and information provided by Counsel for the Settling Defendants as part of the oral evidentiary proffers or in responding to written questions are privileged, will be kept strictly confidential, and may not be directly or indirectly disclosed to any other Person, unless disclosure is ordered by a Court. Further, absent a Court order, Class Counsel will not attribute any factual information obtained

from the proffers to the Settling Defendants and/or Counsel for the Settling Defendants. Notwithstanding the foregoing, Class Counsel may: (i) use information obtained from the proffers in the prosecution of any or all of the Proceedings; and (ii) rely on such information to certify that, to the best of Class Counsel's knowledge, information and belief, such information has evidentiary support or will likely have evidentiary support after reasonable opportunity for further investigation or discovery, but, absent a court order sought on notice to the Settling Defendants and Counsel for the Settling Defendants, and which order they may oppose, the Plaintiffs shall not subpoena any Counsel for the Settling Defendants related to a proffer. Notwithstanding any other provision of this Settlement Agreement, and for greater certainty, the Settling Defendants shall not as part of the proffer be required to provide any documents to Class Counsel if doing so would be contrary to the terms of the U.S. Protective Order. The Settling Defendants will not oppose an application brought by the Plaintiffs in the US Litigation to be added as parties to the US Protective Order.

#### **Document Production**

(6) Within sixty (60) days after the Effective Date, or at a time mutually agreed upon by the Parties, subject to any other provisions of this Settlement Agreement and any other legal restrictions, the Settling Defendant shall provide to Class Counsel:

- (a) all documents produced by the Settling Defendants in the U.S. Litigation, and any translations of those Documents, in electronic form; and
- (b) transcripts made of any depositions of Settling Defendants' witnesses in the U.S. Litigation, with redactions as necessary to comply with the U.S. Protective Order.

#### **Transactional Sales and Costs Information**

(7) Within sixty (60) days after the Effective Date, or at a time mutually agreed upon by the Parties, subject to any other provisions of this Settlement Agreement and any other legal restrictions, the Settling Defendants shall provide to Class Counsel the Settling

Defendants' transactional sales and costs data concerning the Settling Defendants' sales of Beef to Canadian class members.

**Reasonable Assistance**

(8) The Settling Defendants agree to provide reasonable assistance to Class Counsel in understanding the Documents produced pursuant to Section 4.1 and transactional sales data and costs data produced pursuant to Section 4.1, through Counsel for the Settling Defendants, including a reasonable number of written and/or telephonic communications with Class Counsel and/or the Plaintiffs' experts and between technical personnel.

**Trial Witnesses**

(9) Subject to the rules of evidence, any court order with respect to confidentiality and the other provisions of this Settlement Agreement, the Settling Defendants agree to use reasonable efforts to produce at trial or otherwise in the Proceedings (including through affidavit evidence): (i) representatives qualified to establish for admission into evidence the Settling Defendants' transactional sales and costs data and other sales information provided (with Class Counsel using its best efforts to authenticate such data and/or information for use at trial or otherwise without use of a live witness); (ii) representatives qualified to establish for admission into evidence any of the Settling Defendants' Documents provided as cooperation pursuant to this Settlement Agreement that is reasonable and necessary for the prosecution of the Proceedings (with Class Counsel using its best efforts to authenticate documents for use at trial or otherwise without use of a live witness); and (iii) representatives qualified to establish for admission into evidence information provided pursuant to this Settlement Agreement. Class Counsel shall use all reasonable efforts to limit the number of witnesses. To the extent reasonably possible, a single witness from each Settling Defendant will be used to authenticate data and Documents and to provide information at trial or otherwise contemplated by this Section 4.1. Nothing in this provision shall prevent the Settling Defendants from objecting to the reasonableness of the identity and number of persons selected by Class Counsel to provide the cooperation referred to in this Section 4.1(6). The failure of a specific officer,

director or employee to agree to make him or herself available, or to otherwise cooperate with the Plaintiffs, shall not constitute a violation of this Settlement Agreement.

**Cooperation Material to Agreement**

(10) If the Settling Defendants materially breach this Section 4.1, the Plaintiffs may move before the Courts to enforce the terms of this Settlement Agreement or set aside the approval of the Settlement Agreement or a part thereof, and may exercise any rights they have to seek or obtain testimony, discovery, information or Documents from current officers, directors and/or employees of the Settling Defendants. Additionally, if the Settling Defendants are unable to provide the cooperation referred to in Section 4.1(6), the Plaintiffs may exercise any rights they have to seek to obtain testimony at trial from the current and former officers, directors and/or employees of the Settling Defendants and Releasees.

(11) The Settling Defendants' obligations to cooperate as particularized in this Section 4.1 shall not be affected by the release provisions contained in this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Settling Defendants' obligations to provide cooperation under this Settlement Agreement shall continue only until: (i) otherwise ordered by the Courts; or (ii) such time as a final judgment has been entered in the Proceedings against all Defendants (including as a result of any settlement, discontinuance and/or consent dismissal) and the time for appeal or to seek appeal from such final judgment has expired and no motion or other pleading has been filed with the relevant Court (or with any other court) seeking to set aside, enjoin, or in any way alter the entry of such final judgment or to toll the time for appeal of such final judgment or, if appealed, such final judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. For greater certainty, the Plaintiffs' failure to strictly enforce any of the deadlines for the Settling Defendants to provide cooperation pursuant to this Section 4.1 is not a waiver of the cooperation rights granted by Section 4.1.

(12) A material factor influencing the Plaintiffs' decision to execute this Settlement Agreement is the Settling Defendants' agreement to cooperate. The Settling Defendants represent that they have information relevant to the allegations raised in the Proceedings, including information regarding the conduct of the Defendants, that is relevant to the Plaintiffs prosecution of the Proceedings and that it will be provided to the Plaintiffs pursuant to the terms of this Agreement. For greater certainty, the Settling Defendants make no representation as to the availability of witnesses who have knowledge relevant to the allegations raised in the Proceedings.

#### **4.2 Limits on Use of Documents**

(1) It is understood and agreed that all Documents and information made available or provided by the Settling Defendants to Plaintiffs and Class Counsel under this Settlement Agreement, shall be used only in connection with the prosecution of the claims in the Proceedings, and shall not be used directly or indirectly for any other purpose, except to the extent that the Documents or information are publicly available. The Plaintiffs and Class Counsel agree they will not disclose the Documents and information provided by the Settling Defendants except: (i) to experts, consultants or third-party service providers retained by them in connection with the Proceedings who have agreed to comply with the provisions of this Settlement Agreement and any confidentiality orders issued pursuant to subsection 4.2(2); (ii) to the extent that the documents or information are publicly available; (iii) as evidence in the Proceedings; or (iv) as otherwise required by law. Subject to the foregoing, the Plaintiffs and Class Counsel shall take reasonable precautions to ensure and maintain the confidentiality of such Documents and information, and of any work product of Class Counsel that discloses such Documents and information, except to the extent that the Documents and information are publicly available.

(2) If the Plaintiffs intend to produce for discovery or file in the Proceedings any Documents or other information provided by the Settling Defendants as cooperation under the Settlement Agreement, the Plaintiffs shall provide the Settling Defendants with an advance description of the Documents or other information sought to be produced or filed at least thirty (30) days in advance of the proposed production or filing, in order that the Settling Defendants may move to obtain a sealing or confidentiality order or similar

relief. If the Settling Defendants so move, the Plaintiffs shall not oppose any reasonable position taken by the Settling Defendants. The Plaintiffs and Class Counsel shall not disclose the confidential Documents or information until the Settling Defendants' motion has been decided and all applicable appeal periods have expired, except, so as not to delay prosecution of the Proceedings, Class Counsel may provide, on an interim basis, Documents or information to counsel for the Non-Settling Defendants provided that counsel for the Non-Settling Defendants agree that they will keep the Documents or information on an external counsel only basis as appropriate until the Settling Defendants' motion has been decided and all applicable appeal periods have expired.

(3) In the event that a Person applies for an order requiring the Plaintiffs to disclose or produce any Documents or information provided by the Settling Defendants as cooperation under this Settlement Agreement, the Plaintiffs shall notify the Settling Defendants of such application promptly upon becoming aware of it and no later than ten (10) days after disclosure or production is sought, in order that the Settling Defendants may move to oppose such disclosure or production. In no circumstances shall the Plaintiffs or Class Counsel apply for or consent to such an application for disclosure or production.

## **SECTION 5 – DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST**

### **5.1 Distribution Protocol**

(1) After the Effective Date, at a time wholly within the discretion of Class Counsel, but on notice to the Settling Defendants, Class Counsel will make an application seeking orders from the Courts approving the Distribution Protocol.

## **SECTION 6 – OPTING OUT**

### **6.1 Procedure**

(1) A Person may opt-out of the Proceedings by sending a written election to opt-out, signed by the Person or the Person's designee, by pre-paid mail, courier, fax, or email to Class Counsel or their duly appointed agent at an address to be identified in the Notice of Certification and Authorization and of Approval Hearings.

(2) An election to opt-out will only be effective if it is actually received by Class Counsel or their duly appointed agent on or before the Opt-Out Deadline.

(3) The written election to opt-out must contain the following information in order to be effective:

(a) the Person's full name and current address; and

(b) a statement to the effect that the Person wishes to be excluded from the Proceedings.

(4) Potential members of the Quebec Settlement Class who have commenced proceedings or commence proceedings and fail to discontinue such proceedings by the Opt-Out Deadline shall be deemed to have opted out.

## **6.2 Opt-Out Report**

(1) Within thirty (30) days of the Opt-Out Deadline, Class Counsel shall provide to the Settling Defendants, a report containing the names of each Person who has validly and timely opted out of the Proceedings, as well as any reasons given by those Persons for opting out.

## **SECTION 7 – RELEASES AND DISMISSALS**

### **7.1 Release of Releases**

(1) Upon the Effective Date, subject to Section 6.2(1), in consideration of payment of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Releasers forever and absolutely release and forever discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

(2) The Plaintiff and Settlement Class Members acknowledge that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Settlement Agreement, and it is their intention

to release fully, finally and forever all Released Claims and, in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of additional or different facts.

(3) Notwithstanding any of the foregoing, the releases granted pursuant to Section 6.1 shall be deemed partial for the purposes of article 1687 and following the *Civil Code of Quebec*, shall inure only to the benefit of the Releasees and shall not preclude, foreclose or otherwise limit the rights of the Settlement Class Members against the Non-Settling Defendants or unnamed alleged co-conspirators that are not Releasees.

## **7.2 Covenant Not to Sue**

(1) Notwithstanding Section 6.1, upon the Effective Date, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasors do not release the Releasees, but instead covenant and undertake not to make any claim in any way or to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of the Released Claims. For greater certainty, Section 6.1(2) continues to apply to the members of the Quebec Settlement Class.

## **7.3 No Further Claims**

(1) Upon the Effective Date, the Releasors shall not now or hereafter institute, continue, provide assistance for or maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action suit, cause of action, claim or demand against any Releasee, or against any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators that are not Releasees or, if the BC Action is not certified, or the Quebec Action is not authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendants or unnamed co-conspirator that is not a Releasee by members of the class in the Proceedings.

#### **7.4 Dismissal of the Proceedings**

- (1) Upon the Effective Date, the BC Action shall be dismissed, with prejudice and without costs, as against the Settling Defendants in the BC Action.
- (2) Upon the Effective Date, the Quebec Action shall be settled, without costs and without reservation as against the Settling Defendants in the Quebec Action, and the Parties shall sign and file a declaration of settlement out of court in the Quebec Court in respect of the Quebec Action.

#### **7.5 Dismissal of Other Actions**

- (1) Upon the Effective Date, each member of the Settlement Class shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of his, her or its Other Actions against the Releasees.
- (2) Upon the Effective Date, all Other Actions commenced in British Columbia by any Settlement Class Member shall be dismissed against the Releasees, without costs and with prejudice.
- (3) Each Quebec Settlement Class Member who makes a claim under this Settlement Agreement shall be deemed to irrevocably consent to the dismissal, without costs and without reservation, of his, her or its Other Actions against the Releasees.
- (4) Each Other Action commenced in Quebec by a member of the Settlement Class who makes a claim under this Settlement Agreement shall be dismissed as against the Releasees, without costs and without reservation.

### **SECTION 8 - BAR ORDER AND WAIVER OF SOLIDARITY**

#### **8.1 British Columbia Bar Order**

- (1) The Plaintiffs and the Settling Defendants agree that the British Columbia orders approving this Settlement Agreement must include a bar order in respect of the BC Action which includes the following terms:

- (a) a provision that if the BC Court ultimately determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:
- (i) all claims for contribution, indemnity or other claims over, whether asserted, unasserted, or asserted in a representative capacity, inclusive of interest, taxes and costs relating to the Released Claims, which were or could have been brought in the BC Action, or otherwise by any Non-Settling Defendants, any named or unnamed co-conspirator that is not a Releasee or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendants or any named or unnamed co-conspirator that is not a Releasee, are barred, prohibited and enjoined in accordance with the terms of this Section;
  - (ii) the BC Plaintiff and the BC Settlement Class shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to Section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
  - (iii) the BC Plaintiff and the BC Settlement Class shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include, and shall be entitled to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, only such claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs (including investigative costs claimed

pursuant to Section 36 of the *Competition Act*), and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to the BC Plaintiff and the BC Settlement Class, if any, and, for greater certainty, the BC Settlement Class shall be entitled to claim and recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, to the extent provided by law; and

- (iv) the BC Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the BC Action, whether or not the Releasees remain in the BC Action or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the BC Action and any determination by the BC Court in respect of the Proportionate Liability of the Releasees shall only apply in the BC Action and shall not be binding on the Releasees in any other proceeding.
- (b) A provision that if the BC Court ultimately determines that the Non-Settling Defendants would not have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees, then nothing in the BC order approving this Settlement Agreement is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of members of the BC Settlement Class in the BC Action.
- (c) A provision that the Non-Settling Defendants may, on motion to the BC Court, determined as if the Settling Defendants remained party to the BC

Action, and on at least ten (10) days' notice to Counsel for the Settling Defendants, and not to be brought unless and until the BC Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:

- (i) documentary discovery and a list of documents from the Settling Defendants in accordance with the British Columbia *Supreme Court Civil Rules*;
  - (ii) oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;
  - (iii) leave to serve a notice to admit on the Settling Defendants in respect of factual matters; and/or
  - (iv) the production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.
- (d) A provision that the Settling Defendants retain all rights to oppose such motion(s) brought pursuant to Section 7.1(3). Moreover, nothing herein restricts the Settling Defendants from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of Documents to be produced and/or for information obtained from discovery in accordance with Section 7.1(3). Notwithstanding any provision in the BC order approving this Settlement Agreement, on any motion brought pursuant to Section 7.1(3), the BC Court may make such orders as to costs and other terms as it considers appropriate.
- (e) A provision that the Non-Settling Defendants may serve the motion(s) referred to in Section 7.1(3) on the Settling Defendants by service on counsel for the Settling Defendants in the BC Action.

(2) To the extent that such an order is granted pursuant to Section 7.1(3) and discovery is provided to the Non-Settling Defendants, a copy of all discovery provided, whether oral or documentary in nature, shall be provided by the Settling Defendants to the Plaintiffs and Class Counsel without cost within ten (10) days of such discovery being provided to the Non-Settling Defendants.

## **8.2 Quebec Waiver or Renunciation of Solidarity Order**

(1) The Plaintiffs and the Settling Defendants agree that the Quebec order approving this Settlement Agreement must include a waiver or renunciation of solidarity in respect of the Quebec Action which includes the following:

- (a) the Quebec Plaintiff and the Quebec Settlement Class expressly waive and renounce the benefit of solidarity against the Non-Settling Defendants with respect to the facts, deeds or other conduct of the Releasees;
- (b) the Quebec Plaintiff and the Quebec Settlement Class shall henceforth only be able to claim and recover damages, including punitive damages, interest and costs (including investigative costs claimed pursuant to Section 36 of the Competition Act) attributable to the conduct of the Non-Settling Defendants, the sales by the Non-Settling Defendants, and/or other applicable measure of proportionate liability of the Non-Settling Defendants;
- (c) any claims in warranty or any other claim or joinder of parties to obtain any contribution or indemnity from the Releasees or relating to the Released Claims shall be inadmissible and void in the context of the Quebec Action;  
and
- (d) the ability of Non-Settling Defendants to seek discovery from the Settling Defendants shall be determined according to the provisions of the *Code of Civil Procedure*, and the Settling Defendants shall retain and reserve all of their rights to oppose such discovery under the *Code of Civil Procedure*.

### **8.3 Claims Against Other Entities Reserved**

(1) Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by Settlement Class Members against any Person other than the Releasees.

## **SECTION 9 – EFFECT OF SETTLEMENT**

### **9.1 No Admission of Liability**

(1) The Plaintiffs and Releasees expressly reserve all of their rights if this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason. The Plaintiffs and the Releasees further agree that, whether or not 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 any of the Releasees, or of the truth of any of the claims or allegations contained in the Proceedings, or any other pleading filed by the Plaintiffs or any other Settlement Class Member.

### **9.2 Agreement Not Evidence**

(1) The Plaintiffs and the Releasees agree whether or not it is not 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 and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law or as provided in this Settlement Agreement.

## **SECTION 10 - CERTIFICATION AND AUTHORIZATION FOR SETTLEMENT ONLY**

- (1) The Parties agree that the Proceedings shall be certified or authorized as class proceedings as against the Settling Defendants solely for purposes of settlement of the Proceedings and the approval of this Settlement Agreement by the Courts, and such certification or authorization shall not be used or relied on as against the Settling Defendants for any other purpose or in any other proceeding.
- (2) The Plaintiffs agree that, in the motion for certification or authorization of the Proceedings as class proceedings for settlement purposes and for the approval of this Settlement Agreement, the only common issue that they will seek to define is the Common Issue and the only classes that they will assert are the Settlement Classes.
- (3) The Parties agree that the certification or authorization of the Proceedings as against the Settling Defendants for the purpose of implementing this Settlement Agreement, shall not derogate in any way from the rights of the Plaintiffs as against the Non-Settling Defendants, except as expressly set out in this Settlement Agreement.

## **SECTION 11 – NOTICE TO SETTLEMENT CLASS**

### **11.1 Notices Required**

- (1) The proposed Settlement Classes shall be given the following notice: (i) Notice of Certification and Authorization and of Approval Hearings; and (ii) notice of termination (if the Settlement Agreement is terminated or otherwise fails to take effect).
- (2) The Settling Defendants shall provide Class Counsel with a customer list, to the extent reasonably available, with last known contact information for each customer in Canada who purchased Beef directly from the Settling Defendants during the Settlement Class Period for the purpose of facilitating direct notice to the Settling Defendants' customers.

## **SECTION 12 – ADMINISTRATION AND IMPLEMENTATION**

### **12.1 Mechanics of Administration**

(1) Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement and the Distribution Protocol shall be determined by the Courts on motions brought by Class Counsel at a time within the discretion of Class Counsel, except that the timing of the motions to approve the Settlement Agreement shall be determined after consultation with the Settling Defendants and subject to Section 2.3.

## **SECTION 13 - CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES**

(1) The Releasees shall not be liable for any fees, disbursements or taxes of any of Class Counsel's, the Plaintiffs' or Settlement Class Members' respective lawyers, experts, advisors, agents, or representatives.

(2) Class Counsel shall pay the costs of the notices required by Section 11.1(1) and any costs of translation required by Section 15.12 from the Trust Account, as they become due.

(3) Class Counsel may seek the Courts' approval to pay Class Counsel Fees contemporaneous with seeking approval of this Settlement Agreement. Class Counsel Fees shall be reimbursed and paid solely out of the Trust Account after the Effective Date. No Class Counsel Fees shall be paid from the Trust Account prior to the Effective Date.

(4) Except as provided herein, Administration Expenses may only be paid out of the Trust Account after the Effective Date.

## **SECTION 14 - NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT**

### **14.1 Right of Termination**

(1) In the event that:

(a) the Settling Defendants do not comply with Section 4.1(1);

- (b) the BC Court declines to dismiss the BC Action against the Settling Defendants or the Quebec Action is not fully settled out of court as against the Settling Defendants;
- (c) any Court declines to approve this Settlement Agreement or any material term, and the Parties agree that the releases, bar orders, waiver or renunciation of solidarity and covenants not to sue contemplated by this Settlement Agreement are all material terms;
- (d) any Court approves this Settlement Agreement in a materially modified form;
- (e) the Parties acting reasonably do not reach agreement on the form and content of any order required by this Settlement Agreement, or the order agreed by the Parties is approved by a Court in a materially modified form, or
- (f) an order approving this Settlement Agreement made by the BC Court or the Quebec Court does not become a Final Order;

the Settling Defendants, Class Counsel, and the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 15.18, within thirty (30) days following the event described above. Except as provided for in Section 14.4, if the Settling Defendants, Class Counsel or the Plaintiffs exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

- (2) Any order, ruling or determination made by any Court with respect to
  - (a) Class Counsel Fees, or
  - (b) the Distribution Protocol,

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.

#### **14.2 Effect of Non-Approval or Termination of Settlement Agreement**

- (1) 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 motion to certify the BC Action or authorize the Quebec Action on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed; and
  - (b) any order certifying the BC Action or authorizing the Quebec Action on the basis of the Settlement Agreement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and anyone shall be estopped from asserting otherwise.

#### **14.3 Allocation of Settlement Amount Following Termination**

- (1) If the Settlement Agreement is terminated, BC Counsel shall, within thirty (30) business days of the written notice advising that the Settlement Agreement has been terminated in accordance with its terms, return to the Settling Defendants the Settlement Amount, plus all accrued interest thereon and less taxes paid on interest, any costs incurred with respect to the notices required by Section SECTION 10(1), and any costs of translation required by Section 15.12.

#### **14.4 Survival of Provisions After Termination**

- (1) If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.2(3), 9.1, 9.2, 11.1(1), 14.2, 14.3, and 14.4 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), 9.1, 9.2, 11.1(1), 14.2, 14.3, and 14.4 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 15 – MISCELLANEOUS**

### **15.1 Motions for Directions**

- (1) Class Counsel or the Settling Defendants may apply to the BC Court as may be required for directions in respect of the interpretation, implementation and administration of this Settlement Agreement. Unless the Courts order otherwise, motions for directions that do not relate specifically to matters affecting the Quebec Action shall be determined by the BC Court.
- (2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

### **15.2 Releasees Have No Liability for Administration**

- (1) The Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.

### **15.3 Headings, etc.**

- (1) 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.

### **15.4 Computation of Time**

- (1) 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, they 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 as “holiday” is defined in the *Interpretation Act*, RSBC 1996, c. 238, the act may be done on the next day that is not a holiday.

### **15.5 Ongoing Jurisdiction**

- (1) Each of the Courts shall retain exclusive jurisdiction over the Action commenced in its jurisdiction and the Parties thereto, and the Plaintiff, Settlement Class Members and Settling Defendants attorn to the jurisdiction of the Courts for such purposes.
- (2) The Parties agree that no Court shall make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complementary order or direction being made or given by the other Court with which it shares jurisdiction over that matter.
- (3) Notwithstanding Sections 15.1(1) and 15.5(2) the BC Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement. Issues related to the administration of this Settlement Agreement, the Trust Account, and other matters not specifically related to the Quebec Action shall be determined by the BC Court.

### **15.6 Governing Law**

- (1) Subject to Section 15.6(2), this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.
- (2) Notwithstanding Section 15.6(1), for matters relating specifically to the BC Action or the Quebec Action, the BC Court or Quebec Court, as applicable, shall apply the law of its own jurisdiction and the laws of Canada applicable therein.

### **15.7 Entire Agreement**

(1) 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.

### **15.8 Amendments**

(1) This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties, and any such modification or amendment must be approved by the Courts with jurisdiction over the matter to which the amendment relates.

### **15.9 Binding Effect**

(1) This Settlement Agreement shall be binding upon, and ensure to the benefit of, the Plaintiffs, the Settlement Class Members, the Settling 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 by the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made by the Settling Defendants shall be binding upon all of the Releasees.

### **15.10 Counterparts**

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

### **15.11 Negotiated Agreement**

(1) 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.

#### **15.12 Language**

(1) 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 by the Courts, Class Counsel and/or the Plaintiffs a translation firm selected by Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which 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.

#### **15.13 Transaction**

(1) This Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Québec*, and the Parties are hereby renouncing any errors of fact, of law, and/or of calculation.

#### **15.14 Recitals**

(1) The Recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

#### **15.15 Schedules**

(1) The Schedules annexed hereto form part of this Settlement Agreement.

#### **15.16 Acknowledgements**

(1) 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 this 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 this 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 this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

#### **15.17 Authorized Signatures**

- (1) 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.

#### **15.18 Notice**

- (1) 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 CLASS COUNSEL:**

David G.A. Jones  
Michelle Segal  
Katie Duke  
CFM Lawyers LLP  
400-856 Homer Street  
Vancouver, BC V6B 2W5

David R. Wingfield  
Heather Rumble Peterson  
Strosberg Wingfield Sasso LLP  
1561 Ouellette Avenue,  
Windsor, ON N8X 1K5  
Tel: 519-258-9333

Tel.: 604-689-7555  
Fax: 604-689-7554  
Email: djones@cfmlawyers.ca  
Email : msegal@cfmlawyers.ca

Fax: 866-316-5308  
Email: david.wingfield@swslitigation.com  
Email:  
heather.peterson@swslitigation.com

Maxime Nasr  
Jean-Philippe Lincourt  
Jacquelin Charbonneau-Dufresne  
Belleau Lapointe s.e.n.c.r.l.  
306 Place d'Youville  
Office B-10  
Montreal, Quebec H2Y 2B6  
Tel: 514-987-6700  
Fax: 514-987-6886  
Email: jplincourt@belleaulapointe.com  
Email: mboyer@belleaulapointe.com

**FOR THE SETTLING DEFENDANTS:**

Mike Eizenga  
Bennett Jones

Suite 2500 – 666 Burrard Street

Vancouver , BC V6C 2X8

Tel: 604-891-7500  
Fax: 604-891-5100  
Email: eizengam@bennettjones.com

**15.19 Date of Execution**

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

**Giang Bui**, by his counsel

Name of Authorized Signatory: Katie Duke

Signature of Authorized  
Signatory:

  
\_\_\_\_\_  
CFM Lawyers LLP  
BC Counsel

Name of Authorized Signatory: Katie Duke for David R. Wingfield

Signature of Authorized Signatory:

  
Strosberg Wingfield Sasso LLP  
Ontario Counsel

**Option consommateurs**, by its counsel

Name of Authorized Signatory: JEAN-PHILIPPE LINCOLT

Signature of Authorized Signatory:

  
Belleau Lapointe s.e.n.c.r.  
Quebec Counsel

**JBS USA Food Company, Swift Beef Company, JBS Packerland Inc.  
and JBS Canada ULC**, by their counsel

Name of Authorized Signatory Michael A. Eizenga

Signature of Authorized Signatory:

  
Bennett Jones  
Canadian Counsel

## SCHEDULE "A" PROCEEDINGS

Proceeding	Plaintiff(s)	Defendants	Settlement Classes
British Columbia Supreme Court (Vancouver Registry) Court File No. S134895 (the "BC Action")	Giang Bui	Cargill, Incorporated, Cargill Meat Solutions Corporation, Cargill Limited, JBS USA Food Company, Swift Beef Company, JBS Packerland Inc., JBS Canada ULC, Tyson Foods, Inc., Tyson Fresh Meats, Inc., and National Beef Packing Company, LLC	All Persons in Canada, other than members of the Quebec Settlement Class, who purchased for resale or personal use, between January 1, 2015 and the date the BC Action is certified for settlement approval, Beef excluding Beef Products and Beef purchased from the food service industry.
Quebec Superior Court (District of Montreal), File No. 500-06-001180-229 (the "Quebec Action")	Option Consommateurs	Cargill, Incorporated, Cargill Meat Solutions Corporation, Cargill Limited, JBS USA Food Company, Swift Beef Company, JBS Packerland Inc., JBS Canada ULC, Tyson Foods, Inc., Tyson Fresh Meats, Inc., and National Beef Packing Company, LLC	All Persons who purchased Beef in Quebec between January 1, 2015 and the date the BC Action is certified for settlement approval.

**SCHEDULE "B"**

No. S-221365  
Vancouver Registry

*In the Supreme Court of British Columbia*

Between

**Giang Bui**

Plaintiff

and

**Cargill, Incorporated, Cargill Meat Solutions Corporation, Cargill Limited, JBS USA Food Company, Swift Beef Company, JBS Packerland Inc., JBS Canada ULC, Tyson Foods, Inc., Tyson Fresh Meats, Inc., and National Beef Packing Company, LLC**

Defendants

**BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996, c. 50**

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**ORDER MADE AFTER APPLICATION**

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BEFORE THE HONOURABLE )  
 ) dd/mmm/yyyy  
 )

ON THE APPLICATION of the plaintiff coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on dd/mmm/yyyy and on hearing name of party/lawyer and name of party/lawyer;

AND ON READING the materials filed by the plaintiff in support of the application, including the JBS USA Food Company, Swift Beef Company, JBS Packerland Inc. and JBS Canada ULC (the "**Settling Defendants**") Settlement Agreement dated , 2024 (the "**JBS Settlement Agreement**") attached to this Order as **Schedule "A"**, and on hearing

the submissions of counsel for the plaintiff, counsel for the Settling Defendants, and counsel for the Non-Settling Defendants in this Action;

AND ON BEING ADVISED that the plaintiff and the Settling Defendants consent to this Order, and that the Non-Settling Defendants take no position on this application;

AND ON BEING ADVISED that has consented to being appointed as notice provider in accordance with the terms of this Order;

THIS COURT ORDERS that:

1. For the purposes of this order, except to the extent that they are modified in this order, the definitions set out in the Settlement Agreement apply to and are incorporated into this order;
2. The short-form and long-form Notice of Certification and Authorization and of Approval Hearings are hereby approved substantially in the forms attached respectively hereto as schedules "B" and "C";
3. The plan of dissemination for the short-form and long-form Notice of Certification and Authorization and of Approval Hearings (the "plan of dissemination") is hereby approved in the form attached hereto as schedule "D" and that the Notice of Certification and Authorization and of Approval Hearings shall be disseminated in accordance with the plan of dissemination;
4. is appointed to disseminate the Notice of Certification and Authorization and of Approval Hearings in accordance with the terms of this order;
5. The BC Action is certified as a class proceeding as against the Settling Defendants for settlement purposes only;
6. The BC Settlement Class is certified as follows:

All Persons in Canada, other than members of the Quebec Settlement Class, who purchased for resale or personal use, between January 1, 2015 and the date of this Order, Beef excluding Beef Products and Beef purchased from the food service industry.

7. The following issue is common to the BC Settlement Class:

Did the Settling Defendants conspire to fix, maintain, control, or lessen the production or supply of Beef and fix, raise, maintain, or stabilize the price of Beef sold to purchasers in Canada during the Settlement Class Period? If so, what damages, if any, did members of the BC Settlement Class suffer?

8. Giang Bui is appointed as the representative plaintiff for the BC Settlement Class;
9. BC Settlement Class members who wish to opt-out of this action must do so by sending a written election to opt-out, signed by the Person or the Person's designee, together with the information required in the Settlement Agreement to Class Counsel or their duly appointed agent, by pre-paid mail, courier, fax or e-mail received on or before the Opt-Out Deadline.
10. The written election to opt-out must contain the following information in order to be effective:
  - (a) the Person's full name and current address; and,
  - (b) a statement to the effect that the Person wishes to be excluded from the Proceedings.
11. Any BC Settlement Class member who has validly opted-out of this action shall no longer participate or have the opportunity in the future to participate in this action or to share in the distribution of any funds received as a result of a judgment or settlement, and no further right to opt-out will be provided.
12. Within thirty (30) days of the Opt-Out Deadline, BC Counsel shall provide to the Defendants a report containing the names of each Person who has validly and timely opted-out of the BC Action, the reasons for the opt-out, if known, any indication given by the Persons opting-out as to whether or not they intend to pursue their own claims against the Settling Defendants, if known, and a summary of the information delivered by such Persons pursuant to paragraphs 7 and 8 above.
13. Any BC Settlement Class member who has not validly opted-out of the BC Action will be bound by the Settlement Agreement as approved by the Court and may not opt-out of the BC Action in the future.
14. Each BC Settlement Class member who has not validly opted-out of this action shall consent and shall be deemed to have consented to the dismissal as against the Settling Defendants and their respective Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.
15. Each Other Action commenced in British Columbia by any BC Settlement Class member who has not validly opted-out of this action shall be and is hereby dismissed against the Settling Defendants and their respective Releasees, without costs and with prejudice.
16. Paragraphs 5, 6, 7 and 8 of this order, the certification of this BC Action against the Settling Defendants for settlement purposes and the definitions of the BC Settlement Class, Settlement Class Period and Common Issue are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing BC Action and, without restricting the generality of the foregoing,

may not be relied on by any Person to establish jurisdiction, the criteria for certification (including class definition) or the existence or elements of the causes of action asserted in the BC Action, as against the Non-Settling Defendants; and

17. Endorsement of this order by counsel for the Non-Settling Defendants is dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

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Signature of lawyer for the plaintiff, Giang Bui  
Michelle Segal

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Signature of lawyer for JBS USA Food Company, Swift Beef Company, JBS Packerland Inc. and JBS Canada ULC

Mike Eizenga

By the Court

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Registrar

No. S-221365  
Vancouver Registry

*In the Supreme Court of British Columbia*

Between

**Giang Bui**

Plaintiff

and

**Cargill, Incorporated, Cargill Meat Solutions Corporation, Cargill Limited, JBS  
USA Food Company, Swift Beef Company, JBS Packerland Inc., JBS Canada  
ULC, Tyson Foods, Inc., Tyson Fresh Meats, Inc., and National Beef Packing  
Company, LLC**

Defendants

**BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996, c. 50**

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**ORDER MADE AFTER APPLICATION**

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CFM Lawyers LLP  
Barristers & Solicitors  
#400 – 856 Homer Street  
Vancouver, BC V6B 2W5

Tel: (604) 689-7555  
Fax: (604) 689-7554  
Email: [service@cfmlawyers.ca](mailto:service@cfmlawyers.ca)

**SCHEDULE "C"**

No. S-221365  
Vancouver Registry

*In the Supreme Court of British Columbia*

Between

**Giang Bui**

Plaintiff

and

**Cargill, Incorporated, Cargill Meat Solutions Corporation, Cargill Limited, JBS USA Food Company, Swift Beef Company, JBS Packerland Inc., JBS Canada ULC, Tyson Foods, Inc., Tyson Fresh Meats, Inc., and National Beef Packing Company, LLC**

Defendants

**BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996, c. 50**

---

**ORDER MADE AFTER APPLICATION**

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BEFORE THE HONOURABLE )  
 ) dd/mmm/yyyy  
 )

ON THE APPLICATION of the plaintiff coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on dd/mmm/yyyy and on hearing name of party/lawyer and name of party/lawyer;

AND ON READING the materials filed by the plaintiff in support of the application, including the JBS USA Food Company, Swift Beef Company, JBS Packerland, Inc., and JBS Canada ULC (the "Settling Defendants") Settlement Agreement dated \*, 2024 (the "JBS Settlement Agreement") attached to this Order as Schedule "A", and on hearing

the submissions of counsel for the plaintiff, counsel for the Settling Defendants, and counsel for the Non-Settling Defendants in this BC Action;

AND ON BEING ADVISED that the deadline for objecting to the JBS Settlement Agreement has passed and there have been \* objections to the JBS Settlement Agreement;

AND ON BEING ADVISED that the deadline for opting out of the BC Action has passed, and there were \* opt-outs;

AND ON BEING ADVISED that the plaintiff and the Settling Defendants consent to this order, and that the Non-Settling Defendants take no position on this application;

THIS COURT ORDERS that:

1. In addition to the definitions used elsewhere in this order, for the purposes of this order, the definitions set out in the JBS Settlement Agreement apply to and are incorporated into this order;
2. In the event of a conflict between this order and the JBS Settlement Agreement, this order shall prevail;
3. This order, including the JBS Settlement Agreement, is binding upon each member of the BC Settlement Class including those persons who are minors or mentally incapable;
4. The JBS Settlement Agreement is fair, reasonable and in the best interests of the BC Settlement Class;
5. The JBS Settlement Agreement is approved pursuant to s. 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 and shall be implemented and enforced in accordance with its terms;
6. Upon the Effective Date, each member of the BC Settlement Class shall consent and shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice;
7. Upon the Effective Date, each Other Action commenced in BC by any member of the BC Settlement Class shall be and is hereby dismissed against the Releasees, without costs and with prejudice;

8. Upon the Effective Date, subject to paragraph 10, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims;
9. Upon the Effective Date, the Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, whether pursuant to the Negligence Act, R.S.B.C. 1996, c. 33, or other legislation or at common law or equity, in respect of any Released Claim except for the continuation of the BC Action against the Non-Settling Defendants or unnamed alleged co-conspirators that are not Releasees or, if the BC Action are not certified, the continuation of the claims asserted in the BC Action on an individual basis or otherwise against any Non-Settling Defendants or unnamed co-conspirator that is not a Releasee;
10. The use of the terms "Releasors" and "Released Claims" in this order does not constitute a release of claims by those members of the BC Settlement Class who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors;
11. Upon the Effective Date, each member of the BC Settlement Class who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants and undertakes not to make any claim in any way nor to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of the Released Claims;
12. If this court ultimately determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:
  - (a) all claims for contribution, indemnity or other claims over, whether asserted, unasserted, or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the BC Action or any Other Actions or otherwise by any Non-Settling Defendants, any named or unnamed co-conspirator that is not a Releasee or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendants or any named or unnamed co-conspirator that is not a Releasee, are barred, prohibited and enjoined in accordance with the terms of this Paragraph;
  - (b) the BC Plaintiff and members of the BC Settlement Class shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*)

that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

- (c) the BC Plaintiff and members of the BC Settlement Class shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include, and shall be entitled to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, only such claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs, and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to the BC Plaintiff and members of the BC Settlement Class, if any, and, for greater certainty, the members of the BC Settlement Class shall be entitled to claim and recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, to the extent provided by law; and
  - (d) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the BC Action, whether or not the Releasees remain in the BC Action or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the BC Action and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the BC Action and shall not be binding on the Releasees in any other proceeding.
13. That if this court ultimately determines that the Non-Settling Defendants would not have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees, then nothing in this order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of members of the BC Settlement Class in the BC Action;
14. A Non-Settling Defendant may, on application to this court brought on at least twenty (10) days' notice and to be determined as if the Settling Defendants were parties to the BC Action, and not to be brought until the BC Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:
- (a) Documentary discovery and a list of documents from the Settling Defendants in accordance with the *Supreme Court Civil Rules*;

- (b) Oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;
  - (c) Leave to serve a request to admit on the Settling Defendants in respect of factual matters; and/or
  - (d) The production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.
15. The Settling Defendants retain all rights to oppose such application(s) brought under paragraph 14;
  16. A Non-Settling Defendant may serve the application(s) referred to in paragraph 14 above on the Settling Defendants by service on counsel for the Settling Defendants in the BC Action;
  17. For purposes of administration and enforcement of the JBS Settlement Agreement and this order, this Court will retain an ongoing supervisory role and the Settling Defendants acknowledge and attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the JBS Settlement Agreement and this order, and subject to the terms and conditions set out in the JBS Settlement Agreement and this order;
  18. Except as provided herein, this order does not affect any claims or causes of action that any members of the BC Settlement Class has or may have against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees;
  19. No Releasee shall have any responsibility or liability whatsoever relating to the administration of the JBS Settlement Agreement;
  20. The Settlement Amount shall be held in the Trust Account by BC Counsel or its duly appointed agent for the benefit of the members of the Settlement Classes;
  21. The approval of the JBS Settlement Agreement is contingent upon approval by the Quebec Court, and the terms of this order shall not be effective unless and until the JBS Settlement Agreement is approved by the Quebec Court, and the Quebec Action has been declared settled out of court as against the Settling Defendants. If such orders are not secured in Quebec, this order shall be null and void and without prejudice to the rights of the Parties to proceed with the BC Action and any agreement between the Parties incorporated in this order shall be deemed in any subsequent proceedings to have been made without prejudice;
  22. In the event that the JBS Settlement Agreement is terminated in accordance with its terms, this order shall be declared null and void on subsequent motion made on notice;

23. On the Effective Date, the BC Action is hereby dismissed as against the Settling Defendants without costs and with prejudice; and
24. Endorsement of this order by counsel for the Non-Settling Defendants is dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

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Signature of lawyer for the plaintiff, Giang Bui

Michelle Segal

---

Signature of lawyer for JBS USA Food Company, Swift Beef Company, JBS Packerland Inc. and JBS Canada ULC

Mike Eizenga

By the Court

---

Registrar

*In the Supreme Court of British Columbia*

Between

**Giang Bui**

Plaintiff

and

**Cargill, Incorporated, Cargill Meat Solutions Corporation, Cargill Limited, JBS USA Food Company, Swift Beef Company, JBS Packerland Inc., JBS Canada ULC, Tyson Foods, Inc., Tyson Fresh Meats, Inc., and National Beef Packing Company, LLC**

Defendants

**BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996, c. 50**

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**ORDER MADE AFTER APPLICATION**

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CFM Lawyers LLP  
Barristers & Solicitors  
#400 – 856 Homer Street  
Vancouver, BC V6B 2W5

Tel: (604) 689-7555  
Fax: (604) 689-7554  
Email: [service@cfmlawyers.ca](mailto:service@cfmlawyers.ca)

**LEGAL NOTICE AUTHORIZED BY THE SUPREME COURT OF BRITISH COLUMBIA AND THE SUPERIOR COURT OF QUÉBEC****Did you purchase Beef after January 1, 2015? If so, your legal rights could be affected.**

Settlements were reached in class actions alleging that the defendants participated in an unlawful conspiracy regarding the supply and price of Beef. The class actions are undertaken on behalf of all persons in Canada who purchased Beef for resale or personal use, after January 1, 2015, excluding Beef Products and Beef purchased from the food service industry.

"Beef" means the raw portion of cattle carcasses intended for human consumption, not purchased from the food service industry. "Beef Products" means those products not purchased from the food service industry that contain Beef as one ingredient among others, except where all non-Beef ingredients have been introduced through the process of mechanical blade/needle tenderizing, brine injection, massaging, aging, chemical/enzyme tenderizing, vacuum tumbling, marination and/or seasoning.

**THE JBS AND NATIONAL BEEF SETTLEMENTS**

Settlement agreements have been reached with JBS USA Company, Swift Beef Company, JBS Packerland Inc., and JBS Canada ULC ("JBS") and National Beef Packing Company, LLC ("National Beef"). The class actions will continue against two other defendant groups.

JBS and National Beef have agreed to pay CAD \$7,498,700 and CAD \$495,000 respectively (the "Settlement Amounts") for the benefit of the Settlement Class Members (as defined below) and to both provide co-operation to the plaintiffs in pursuing their claims against the non-settling defendants. In exchange, JBS and National Beef will be provided with a full release of the claims against them. The settlements are a compromise of disputed claims and are not an admission by JBS or National Beef of liability, fault, or wrongdoing.

The Settlement Class Members are members of the BC Settlement Class and Quebec Settlement Class.

The BC Settlement Class is all Persons in Canada, other than members of the Quebec Settlement Class, who purchased for resale or personal use, between January 1, 2015, and the date the BC Action is certified for settlement approval, Beef excluding Beef Products and Beef purchased from the food service industry.

The Quebec Settlement Class is all Persons who purchased Beef in Quebec between January 1, 2015, and the date the BC Action is certified for settlement approval.

Settlement Class Members will have the opportunity to opt out of the class actions as described below.

**SETTLEMENT APPROVAL HEARINGS**

The settlements must be approved by the Courts before they become effective. Settlement Approval Hearings are to take place at the Supreme Court of British Columbia on ●, 2025 at {22002-001/00967577.12}

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● am at 800 Smithe Street, Vancouver, British Columbia (for Class Members in all of Canada, except Québec), and at the Superior Court of Québec on ●, 2025 at ● am, at 1, rue Notre-Dame Est, Montréal, Québec (for Settlement Class Members in Québec).

**DISTRIBUTION OF SETTLEMENT FUNDS**

The Settlement Amounts, minus court-approved lawyers' fees, disbursements and applicable taxes, will be held in interest-bearing trust accounts for the benefit of the Settlement Class Members in the class actions (the "Settlement Funds").

As the class actions remain ongoing and as further recoveries may be achieved, the Settlement Funds will not be distributed to Settlement Class Members at this time. At a future time, the Courts will approve a process for the payment of claims to Class Members. A further notice will be provided at the time of distribution.

**SETTLEMENT APPROVAL AND LAWYERS' FEES**

At the Settlement Approval Hearings, the Courts will determine whether the settlements are fair, reasonable, and in the best interests of the Settlement Class Members. At this time, the lawyers working on these class actions will be requesting court approval of fees of 25% percent of the Settlement Amounts, plus disbursements and applicable taxes. If approved, these amounts will be paid to the lawyers out of the Settlement Amounts.

**OPTING OUT OF THE PROCEEDINGS**

If you do not want to participate in the applicable class action, you must opt out. THIS IS YOUR ONLY OPPORTUNITY TO OPT OUT OF THE CLASS ACTIONS. By opting out, you will not be bound by the results of the class actions and you will not be able to make a claim on any money that results from the class actions. If you do not opt out, you are legally bound by the results of the class actions, including the settlement agreements and any resolution of the class actions against the other defendants.

The opt out deadline is [X]. To opt out, you must send a signed written opt out election to Class Counsel before the deadline. Find out more at the website listed below.

**OBJECTIONS**

If you do not oppose the proposed settlement agreements (and do not wish to opt out of the class actions), you do not need to do anything at this time. If you wish to comment on or object to the settlement agreements and/or the lawyers' fees, you must deliver a written submission to one of the law firms listed below by ● at the latest.

If you have any questions about the class actions or to review the long form notice please visit [WEBSITE] or contact class counsel at:

- *CFM Lawyers LLP*: 1-800-689-2322 or [smajidi@cfmlawyers.ca](mailto:smajidi@cfmlawyers.ca)
- *Strosberg Wingfield Sasso LLP*: 1-800-229-5323 or [beef.classaction@swwslitigation.com](mailto:beef.classaction@swwslitigation.com)
- *Belleau Lapointe LLP*: 1-888-987-6701 or [info@belleaulapointe.com](mailto:info@belleaulapointe.com)

## SCHEDULE "C"

**NOTICE OF CERTIFICATION / AUTHORIZATION AND SETTLEMENT APPROVAL  
HEARINGS IN THE MATTER OF THE BEEF PRICE-FIXING  
CLASS ACTIONS**

**TO: All persons in Canada who purchased Beef (as defined below) for resale or personal use after January 1, 2015. Beef is the raw portion of cattle carcasses intended for human consumption, excluding certain products that contain beef as well as beef purchased from the food service industry.**

**PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.**

### **1. WHAT IS A CLASS ACTION?**

A class action is a lawsuit filed by one or more persons on behalf of a large group of people that has been "certified" or "authorized" by a Canadian court and determines "common issues" for the group of people, known as the "class".

### **2. WHAT ARE THESE CLASS ACTIONS ABOUT?**

In 2022, class proceedings (the "Class Actions") were initiated in British Columbia by CFM Lawyers LLP and Strosberg Wingfield Sasso LLP, and in Québec by Belleau Lapointe LLP (collectively "Class Counsel") on behalf of all persons in Canada who purchased Beef for resale or personal use after January 1, 2015, excluding Beef Products and Beef purchased from the food service industry.

"Beef" means the raw portion of cattle carcasses intended for human consumption, not purchased from the food service industry. "Beef Products" means those products not purchased from the food service industry that contain Beef as one ingredient among others, except where all non-Beef ingredients have been introduced through the process of mechanical blade/needle tenderizing, brine injection, massaging, aging, chemical/enzyme tenderizing, vacuum tumbling, marination and/or seasoning.

These Class Actions claim that the companies that sell Beef were involved in an unlawful conspiracy regarding the supply and/or price of Beef sold in Canada. The Class Actions ask the courts to order the defendants to return any extra money that they have received due to this alleged conspiracy. While the Class Actions were started in British Columbia and Québec, they include Canadian residents in all provinces and territories.

### **3. WHAT IS A SETTLEMENT AND WHAT SETTLEMENTS HAVE BEEN REACHED IN THESE CLASS ACTIONS?**

A settlement is when a defendant agrees to pay money to the members of the class action in exchange for having the case against it dismissed or terminated.

In the Class Actions, settlements have been reached with JBS USA Company, Swift Beef Company, JBS Packerland Inc., and JBS Canada ULC ("JBS") and National Beef Packing Company, LLC ("National Beef").

The Class Actions will continue against two other defendant groups.

{22002-001/00967671.12}QUESTIONS ? IN QUÉBEC CALL 1-888-987-6701 (TOLL FREE), ANYWHERE ELSE IN CANADA CALL 1-800-689-2322 (TOLL FREE) OR VISIT [].

JBS has agreed to pay CAD \$7,498,700 (the “JBS Settlement Amount”) for the benefit of the Settlement Class Members (defined below). JBS has also agreed to provide co-operation to the plaintiffs in pursuing their claims against the non-settling defendants in the Class Actions. In exchange, JBS will be provided with a full release of the claims against them in these Class Actions.

National Beef has agreed to pay CAD \$495,000 (the “National Settlement Amount”, and collectively with the JBS Settlement Amount, the “Settlement Amounts”) for the benefit of the Settlement Class Members (defined below). National Beef has also agreed to provide co-operation to the plaintiffs in pursuing their claims against the non-settling defendants in the Class Actions. In exchange, National Beef will be provided with a full release of the claims against it in these Class Actions.

The settlements are not an admission by JBS or National Beef of liability, fault, or wrongdoing, but are compromises of disputed claims.

The settlements are subject to court approval. There will be settlement approval hearings in British Columbia and Québec. These hearings will be held:

- on [redacted], 2025 at [redacted] am at 800 Smithe Street, Vancouver, British Columbia; and
- on [redacted], 2025 at [redacted] am at 1, rue Notre-Dame Est, Montréal, Québec.

The courts will decide whether the settlements are fair, reasonable, and in the best interests of Class Members.

#### **4. WHO IS AFFECTED BY THIS SETTLEMENT?**

The Settlement Class Members are members of the BC Settlement Class and the Quebec Settlement Class. The BC Settlement Class is all Persons in Canada, other than members of the Quebec Settlement Class, who purchased for resale or personal use, between January 1, 2015 and the date the BC Action is certified for settlement approval, Beef excluding Beef Products and Beef purchased from the food service industry.

The Quebec Settlement Class is all Persons who purchased Beef in Quebec between January 1, 2015 and the date the BC Action is certified for settlement approval.

Settlement Class Members will have the opportunity to opt out of the class actions as described in Section 6 below.

#### **5. WHEN WILL THE SETTLEMENT AMOUNTS BE DISTRIBUTED?**

The Settlement Amounts, minus court-approved lawyers’ fees, disbursements and applicable taxes, will be held in an interest-bearing trust account for the benefit of the Settlement Class Members in the Class Actions (the “Settlement Funds”).

The Settlement Funds will not be distributed to Settlement Class Members at this time. The Class Actions may or may not result in further settlements or judgments. If there is further recovery, it will be added to the Settlement Funds.

{22002-001/00967671.12}QUESTIONS? IN QUÉBEC CALL 1-888-987-6701 (TOLL FREE), ANYWHERE ELSE IN CANADA CALL 1-800-689-2322 (TOLL FREE) OR VISIT [redacted].

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At a later date yet to be determined, the courts will decide how the Settlement Funds will be distributed and how you can apply to receive a share of the Settlement Funds. Watch for another notice explaining how to claim money from the settlement.

## 6. WHAT IF I DON'T WANT TO BE IN THE CLASS ACTIONS?

If you do not want to be a member of these Class Actions, you must opt out by  at the latest.

### ***THIS IS YOUR ONLY CHANCE TO EXCLUDE YOURSELF OR OPT OUT OF THE CLASS ACTIONS.***

You can opt out by sending a signed written election to Class Counsel, by pre-paid mail, courier, fax, or e-mail at the addresses listed below. All opt-outs must contain the following information:

- your full name, current address, email address and telephone number;
- if you are writing on behalf of a company, the name of the company and your position at the company; and
- a statement saying that you (or the company) want to opt-out of the Class Actions.

Your opt-out must be received **no later than X**.

If you exclude yourself or opt-out:

- you will not be eligible to participate in the Class Actions;
- you will not receive any money from the Class Actions; but
- you will be able to start or continue your own case against the defendants regarding the claims at issue in the Class Actions.

If you do nothing, and so do not exclude yourself or opt-out:

- you will be eligible to participate in the Class Actions,
- you may receive money from the Class Actions, and
- you will be bound by any judgment or result in the Class Actions as against the other defendants, if the Class Actions are certified against them; but
- you will not be able to start or continue your own case against the defendants regarding the claims at issue in the Class Actions.

If you have any questions about the opt out process or settlement agreements, you are encouraged to contact Class Counsel using the information below.

## 7. WHAT DO I NEED TO DO AT THIS TIME?

**If you do not oppose the proposed settlements (and do not wish to opt out), you do not need to do anything.**

If you want to tell the court what you think about the proposed settlements or speak to the court at the applicable hearing mentioned above, you must send your written submissions to the lawyers working on these Class Actions. Contact information for the lawyers can be found below. The lawyers will file all such submission with the appropriate court. You may also attend an approval hearing in person. If you wish to attend, please contact Class Counsel for more details.

{22002-001/00967671.12}QUESTIONS? IN QUÉBEC CALL 1-888-987-6701 (TOLL FREE), ANYWHERE ELSE IN CANADA CALL 1-800-689-2322 (TOLL FREE) OR VISIT [].

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## 8. WHAT DO I HAVE TO PAY?

You do not have to pay the lawyers working on these Class Actions any money. The lawyers working on the Class Actions will be paid from the money collected in these Class Actions. The courts will be asked to decide how much the lawyers will be paid. Class Counsel will collectively be asking at the settlement approval hearings that the courts approve legal fees of 25% of the Settlement Amount, plus disbursements and applicable taxes. Any approved lawyers' fees, disbursements and applicable taxes will be paid out of the Settlement Amount.

If you wish to comment on or object to the lawyers' fees, a written submission must be delivered to the appropriate lawyers at the addresses listed below by **5** at the latest. The lawyers will forward all such submissions to the appropriate Court. You may also attend the settlement approval hearings in person. If you wish to attend, please contact Class Counsel for more details.

## 9. WHAT IF THE SETTLEMENT AGREEMENTS ARE NOT APPROVED?

The certification and authorization orders and the associated opt-out process are only valid if the settlements are approved by the courts. If the JBS and National Beef settlements are not approved or if they otherwise fail to take effect, the certification and authorization orders will be ineffective, and the litigation will continue against JBS and National Beef.

## 10. WHO ARE THE LAWYERS WORKING ON THESE CLASS ACTIONS?

- CFM Lawyers <sup>LLP</sup> represents Settlement Class Members in all provinces and territories across Canada, excluding Québec. CFM Lawyers <sup>LLP</sup> can be reached:

Toll free at 1-800-689-2322, by fax at 1-604-689-7554, by e-mail at [info@cfmlawyers.ca](mailto:info@cfmlawyers.ca) or by mail at Suite 400, 856 Homer Street, Vancouver, British Columbia V6B 2W5, Attention: Sahar Majidi

- Strosberg Wingfield Sasso <sup>LLP</sup> represents Settlement Class Members in all provinces and territories across Canada, excluding Québec. Strosberg Wingfield Sasso <sup>LLP</sup> can be reached:

Toll free at 1-800-229-5323, by fax at 1-866-316-5308, by email at [beef.classaction@swslitigation.com](mailto:beef.classaction@swslitigation.com) or by mail at 1561 Ouellette Avenue Windsor, Ontario N8X 1K5, Attention: Heather Rumble Peterson

- Québec: Belleau Lapointe LLP represents Settlement Class Members in Québec. Belleau Lapointe LLP can be reached:

Toll free at 1-888-987-6701, by fax at 1-514-987-6886, by e-mail at [info@belleaulapointe.com](mailto:info@belleaulapointe.com) or by mail at 306, Place d'Youville, Suite B-10, Montréal, Québec H2Y 2B6, Attention: Jean-Philippe Lincourt

## 11. WHERE CAN I ASK MORE QUESTIONS?

This notice contains only a summary of the JBS and National Beef settlements and Settlement Class Members are encouraged to review the complete settlement agreements. Copies of the settlement agreements can be downloaded from the settlement website at **◆**. If you would like a copy of either of the settlement agreements or have questions that are not answered online,

{22002-001/00967671.12}QUESTIONS? IN QUÉBEC CALL 1-888-987-6701 (TOLL FREE), ANYWHERE ELSE IN CANADA CALL 1-800-689-2322 (TOLL FREE) OR VISIT **□**.

please contact the appropriate lawyers identified above. **Inquiries should not be directed to the courts.**

## **12. INTERPRETATION**

This notice contains a summary of some of the terms of the JBS and National Beef settlement agreements. If there is a conflict between the provisions of this notice and the settlement agreements, the terms of the settlement agreements shall prevail.

{22002-001/00967671.12}QUESTIONS? IN QUÉBEC CALL 1-888-987-6701 (TOLL FREE), ANYWHERE ELSE IN CANADA CALL 1-800-689-2322 (TOLL FREE) OR VISIT [].

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## SCHEDULE "D"

### BEEF PRICE-FIXING CLASS ACTIONS

#### DID YOU PURCHASE BEEF?

If you purchased beef in Canada after January 1, 2015, your legal rights could be affected by a class action settlement.

If you don't want to be part of the class action you must act now or be bound by the outcome of the action. Learn more.

**WEBSITE.com**

## SCHEDULE "E"

### Proposed Settlement Reached in Canadian Beef Class Actions

Vancouver, BC – ●, ●, 2025 – Proposed national settlements have been reached with JBS USA Company, Swift Beef Company, JBS Packerland Inc., and JBS Canada ULC (collectively, "JBS"), and National Beef Packing Company, LLC ("National Beef"), in the Canadian Beef class actions. These actions allege price fixing and related conduct in respect of the sale of Beef in Canada. The actions continue against certain Cargill and Tyson defendants on behalf of all persons in Canada who purchased Beef after January 1, 2015, excluding Beef Products and Beef purchased from the food service industry. "Beef" is defined as the raw portion of cattle carcasses intended for human consumption and "Beef Products" means products that contain Beef as one ingredient among others except where all non-Beef ingredients have been introduced through the process of mechanical blade/needle tenderizing, brine injection, massaging, aging, chemical/enzyme tenderizing, vacuum tumbling, marination and/or seasoning.

JBS has agreed to pay CAD \$7,498,700 for the benefit of class members. National Beef has agreed to pay CAD \$495,000 for the benefit of class members. In addition, JBS and National Beef have agreed to provide co-operation to the plaintiffs in pursuing their claims against the non-settling defendants. The settlements are not an admission by JBS or National Beef of liability, fault, or wrongdoing, but are compromises of disputed claims. The settlements must be approved by the courts before they become effective.

Potential class members who do not wish to participate as class members in the Canadian Beef class actions, must opt out by [X]. To opt out, potential class members must send a signed written election to class counsel before the deadline. If class members do not opt-out, they will be bound by any judgment or result in the class actions if they are certified against the other defendants. Find out more at the website listed below.

Persons in Canada may be affected by the settlement and may opt out of the class actions if they fall into one or both of the following categories:

- All persons in Canada, who purchased for resale or personal use, between January 1, 2015 and the date the BC Action is certified for settlement approval, Beef excluding Beef Products and Beef purchased from the food service industry.
- All persons who purchased Beef in Quebec between January 1, 2015 and the date the BC Action is certified for settlement approval.

For more detailed information and to review the short-form and long-form notices, please visit [www.◆.ca](http://www.◆.ca).

#### Class members are represented by:

*CFM Lawyers LLP (BC)*  
*Strosberg Wingfield Sasso LLP (ON)*  
*Belleau Lapointe LLP (QC)*

#### Media contacts:

## SCHEDULE "E"

English: Michelle Segal - [info@cfmlawyers.ca](mailto:info@cfmlawyers.ca)

French: Marie-Ève Dumont, Option consommateurs - [medumont@option-consommateurs.org](mailto:medumont@option-consommateurs.org)

## SCHEDULE "F"

### Plan of Dissemination

The Notice of Certification/Authorization and Settlement Approval Hearings will be distributed in Banner Ad, Short-Form and Long-Form format (collectively the "Notices"). The Notices will be made available in English and French. The Notices will be delivered as indicated via the following media:

1. A settlement website will be established where all Notices will be posted together with the Settlement Agreement. All Notices will also be posted on the respective websites of Class Counsel. The settlement website will allow potential settlement class members to sign up for future updates on the settlement. The content of the settlement website will be substantially in the form of the Long Form Notice approved by the Courts.
2. A nationally syndicated digital distribution of the Banner Ad on news media websites within the PostMedia networks, LaPresse.ca and on the Google Display Network, Facebook and Instagram, with a target of 1,500,000 unique impressions. The Banner Ad will be provided in English and/or French as applicable, and may be modified as necessary to fit the dimensions and specifications as required by particular websites and media providers. The Banner Ad will redirect class members to the settlement website where they will be able to consult the Long-Form Notice and Settlement Agreement.
3. By distribution to major news and broadcast outlets across Canada in English and French, through a Press Release on Canada Newswire.
4. The Short-Form Notice will be sent to the list of relevant organizations identified in Schedule "A" to this Plan in English and French requesting voluntary distribution to their membership and/or that the Short-Form Notice or information about the settlement be posted on their website.
5. The Short-Form Notice will be sent by direct mail, fax and/or e-mail to:
  - a. all persons who have contacted Class Counsel about the litigation and provided contact information;

## **SCHEDULE "F"**

- b. persons identified as customers by the Settling Defendants on the list provided pursuant to the Settlement Agreement where their contact information is included; and
- c. persons identified as customers by the Non-Settling Defendants where their contact information is included, if such a list is provided to Class Counsel.

## SCHEDULE "F"

## SCHEDULE "A"

### **Restaurant, Foodservice or Grocery Store Organizations**

[Restaurants Canada](#)

[Culinary Federation](#)

[Canadian Federation of Independent Grocers](#)

[Canadian Federation of Independent Business](#)

### **Provincial/Territorial Organizations**

[British Columbia Restaurant and Foodservices Association:](#)

[Alberta Hospitality Association](#)

[Hospitality Saskatchewan](#)

[Manitoba Restaurant and Foodservices Association](#)

[Ontario Restaurant Hotel & Motel Association](#)

[L'Association Restauration Québec](#)

[Restaurant Association of Nova Scotia](#)

[Tourism Industry Association of New Brunswick](#)

[Tourism Industry Association of Prince Edward Island](#)

[Hospitality Newfoundland and Labrador](#)

[Yukon Chamber of Commerce](#) and [Whitehorse Chamber of Commerce](#)

[Yellowknife Chamber of Commerce](#)

[Baffin Regional Chamber of Commerce](#)

### **Consumer Protection Organizations**

[Consumers Council of Canada](#)

[Public Interest Advocacy Centre](#)

[Option Consommateurs](#)