

**PRINCE GEORGE ECONO LODGE FIRE CLASS ACTION**

**DISTRIBUTION PROTOCOL**

**MARCH 5, 2026**

## RECITALS

WHEREAS settlement agreements have been reached with all defendants in *Hay v. Mundi 910 Victoria Enterprises Ltd.*, BCSC Action PRG-S-S-2058198 (defined below as the “Settlement Agreements”);

AND the purpose of this distribution protocol (the “**Protocol**”) is to set out and detail the way the settlement funds will be distributed to class members.

## DEFINITIONS

1. For the purpose of this Protocol, the following definitions apply:

(a) **Action** means *Hay v. Mundi 910 Victoria Enterprises Ltd.*, BCSC Action PRG-S-S-2058198.

(b) **Claim Deadline** means ninety (90) days after the Notice Date, being June 3, 2026.

(c) **Class** or **Class Members** means:

All individuals who were registered guests of the Motel and all individuals on the Motel premises or the adjoining [Yolks All Day Family] Restaurant, at the time of the Fire on July 8, 2020; and

The personal representatives and dependants of the people who died as a result of the Fire; but

Excluding the defendants and their directors, officers, representatives, servants, employees or agents, or any person who intentionally started the Fire or conspired to start the Fire.

(d) **Class Counsel** means CFM Lawyers LLP and Dick Byl Law.

(e) **Class Counsel Fees** means the fees, disbursements (including all expenses incurred in the approval, implementation and operation of this Protocol), interest, applicable taxes, and charges, including any amounts payable by Class Counsel or the Class to any other body or person.

(f) **Court** means the Supreme Court of British Columbia.

- (g) **Defendants** means Mundi 910 Victoria Enterprises Ltd., Choice Hotels Canada Inc., Allpoints Fire Protection Ltd., and the City of Prince George.
- (h) **Fire** means the fire at the Motel on July 8, 2020.
- (i) **Individual Compensation** means the amount of the Net Settlement Funds that will be paid to Class Members under this Distribution Protocol.
- (j) **Known Class Members** means the Class Members that Class Counsel have been in contact with before the Notice Date.
- (k) **Letter Notice** means a letter to be sent directly to Class Members whose contact information is known to Class Counsel.
- (l) **Motel** means the Prince George Econo Lodge Motel, located at 910 Victoria Street, Prince George, British Columbia.
- (m) **Net Settlement Funds** means the Settlement Funds, plus accrued interest, less:
  - (i) Class Counsel Fees as approved by the Court;
  - (ii) taxes accruable with respect to the income earned on the settlement funds prior to distribution (including interest and penalties, if any); and
  - (iii) any other deductions approved by the Court.
- (n) **Notice Date** means the date that notice of the Settlement Agreements was first posted on Class Counsel's website(s), being March 5, 2026.
- (o) **Settlement Agreements** means:
  - (i) The settlement agreement entered into with Allpoints Fire Protection Ltd., dated July 11, 2025;
  - (ii) The settlement agreement entered into with the City of Prince George, dated December 22, 2025; and

- (iii) The settlement agreement entered into with Mundi 910 Victoria Enterprises Ltd. and Choice Hotels Canada Inc., dated November 18, 2025.
- (p) *Settlement Funds* means \$5,250,000, being the total amount of funds payable pursuant to the Settlement Agreements.
- (q) *Unknown Class Members* means any Class Member who has not been in contact with Class Counsel prior to the Notice Date.

## **CLASS MEMBER COMPENSATION**

### *Unknown Class Members*

2. To be considered for Individual Compensation, an Unknown Class Member must provide Class Counsel the following information by phone or email at PGfire@cfmlawyers.ca on or before the Claim Deadline:
  - (a) Full name;
  - (b) Address;
  - (c) Telephone number;
  - (d) Basis for class membership; and
  - (e) A description of losses caused by the Fire.
3. Unknown Class Members must provide all information to support their claims to Class Counsel no later than 30 days after the Claim Deadline. If an Unknown Class Member fails to provide the information requested by Class Counsel, this may result in Class Counsel awarding them no Individual Compensation.
4. Class Counsel may extend the deadline in s. 3 if Class Counsel believes the Unknown Class Member could not have provided the information sooner with reasonable effort.

5. As soon as practical after receiving the information provided under s. 3, Class Counsel will notify the Unknown Class Member(s) of the amount of their Individual Compensation, if any.
6. In determining the amount of an Unknown Class Members' Individual Compensation, Class Counsel may consider the information described in s. 14 below, as well as the delay in reaching out to Class Counsel about the Fire.

### ***Known Class Members***

7. Individual Compensation for Known Class Members will be based on the information provided to Class Counsel prior to the Notice Date. If Class Counsel receives new information prior to the Claim Deadline, Class Counsel may, at their sole discretion, adjust their calculation of Class Members' Individual Compensation.
8. If one or more Unknown Class Members is awarded Individual Compensation, the amount of Individual Compensation payable to all Known Class Members will be adjusted on a *pro rata* basis.

### ***Dependents of People Who Died in the Fire***

9. The Individual Compensation payable to class members who are "dependants of the people who died as a result of the Fire" will be paid to the administrator or executor of the deceased's estate. Section 11 below applies.

### ***Identity of Class Members and Recipients of Payments***

10. Before distributing Individual Compensation to Class Members, Class Counsel may require the Class Member to provide prove their identity by providing a copy of their government issued photo identification, passport, or some other proof of their identity.
11. Before distributing Individual Compensation to an estate, Class Counsel may require proof that an individual is the administrator or executor of the estate. If an estate does not have an administrator or executor, Class Counsel will not pay out Individual Compensation to

an estate unless the person receiving the Individual Compensation provides a signed statutory declaration set out in the form attached as Schedule “A” (modified as necessary).

12. Class Counsel will pay any Individual Compensation awarded to a Class Member who is a minor to the applicable Public Guardian and Trustee.

***Calculating Individual Compensation***

13. Class Counsel have the sole discretion to determine the entitlement (if any) and the amount of Individual Compensation payable to each Class Member.
14. When determining entitlement (if any) and the amount of Individual Compensation, Class Counsel will use their best judgement and experience, and may consider:
  - (a) Information the Class Member has given Class Counsel;
  - (b) The Class Member’s medical records;
  - (c) Conversations with the Class Member’s healthcare provider(s);
  - (d) Statements and information contained in the RCMP investigation into the Fire; and
  - (e) Any other information that Class Counsel believes is reliable and helpful.
15. For Class Members that are persons, their Individual Compensation will be based on Class Counsel’s assessment of the strength the Class Member’s claims for wage losses (past and future), property losses, non-pecuniary damages, cost of future care and out of pocket expenses.
16. For Class Members that are an estate, the amount of Individual Compensation will be based on Class Counsel’s assessment of the strength the Class Member’s claims for dependency losses under the *Family Compensation Act*, as well as funeral expenses.
17. Class Members who died after the Fire and before the Notice Date are ineligible for Individual Compensation.

18. The maximum Individual Compensation for property loss claims of Class Members who were not at the Motel at the time of the Fire is \$300 per person.

***No Appeal of Class Counsel's Decision***

19. Class Counsel's determination of Class Members' entitlement (if any) and quantum of Individual Compensation is final. Class Members may not appeal the amount of their Individual Compensation to the Court.

***Release for Class Counsel***

20. Class Counsel are entitled to rely on the information Class Members and third parties have provided them. No claims, demands, actions, or causes of action arise from Class Counsel's determination of entitlement or quantum of Individual Compensation in the event that Class Members may discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true.

***Payment of Claims***

21. As soon as practicable after all claims are processed, Class Counsel will finalize the amount of Individual Compensation to be paid to Class Members.
22. Individual Compensation will be paid by cheque.
23. Individual Compensation will be paid directly to Class Members, unless a Class Member instructs otherwise (with the exception of Class Members who are minors).

***Reissuance of Payment***

24. Class Counsel will have the discretion, but will not be required, to reissue payment(s) to Class Member(s) returned as undeliverable. Any costs associated with locating current address information for the Class Member may be deducted from that Class Member's Individual Compensation.
25. Cheques will be issued such that they are stale-dated six months after issuance. Cheques that are not cashed and become stale-dated may be reissued at Class Counsel's sole

discretion based on the circumstances of the case and at the expense of the Class Member requesting the re-issuance.

***Residual Funds***

26. If there are any residual Settlement Funds after distribution to Class Members and payment of Class Counsel Fees:
  - (a) Class Counsel may seek approval from the Court for reimbursement of other disbursements incurred;
  - (b) Class Counsel may do a second distribution to Class Members on a *pro rata* basis if it is economically feasible to do so;
  - (c) Pursuant to s. 36.2 of the *Class Proceedings Act*, RSBC 1996, c 50, any remaining amount may be distributed:
    - (i) 50% to the Law Foundation of British Columbia; and
    - (ii) 50% to the nonprofit, Connective.

***Supervisory Powers of the BC Court***

27. Class Counsel will administer this Protocol in accordance with the orders of the Court and under the ongoing authority and supervision of the Court.
28. Class Counsel can seek directions from the Court with respect to the distribution of the Net Settlement Funds to ensure a fair and cost-effective distribution of the Net Settlement Funds.

**SCHEDULE "A"**

**STATUTORY DECLARATION**

CANADA  
PROVINCE OF BRITISH  
COLUMBIA

IN THE MATTER OF the distribution of the  
Settlements in *Hay v. Mundi 910 Victoria  
Enterprises Ltd.*, BCSC Action PRG-S-S-  
2058198 ("**Action**")

TO WIT:

I, \_\_\_\_\_ [name], of \_\_\_\_\_ [city], in the Province  
of British Columbia, do solemnly declare that:

1. I am \_\_\_\_\_ [relationship to  
class member];
2. Attached as **Exhibit "A"** is a true copy of my government-issued photo identification or  
passport;
3. \_\_\_\_\_ [class member name] (the "**Deceased**") was a class  
member in the Action;
4. The Settlements were approved by the Court on [date];
5. To the best of my knowledge, the Deceased had not made a will prior to his/her death;
6. I know of no person claiming that the Deceased had made a will prior to his/her death;
7. I have not applied for a grant of administration;
8. To the best of my knowledge, no other person has applied for, or been granted, administration  
of the Deceased's estate;
9. I assume all responsibilities and liabilities to all beneficiaries of the Deceased's estate, known  
or unknown, for receiving the compensation attributed to the Deceased and his/her  
dependents in the Action;
10. I make this declaration at the request of counsel for the class in the Action;

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is  
of the same force and effect as if made under oath and in accordance with the *Canada Evidence  
Act*.

DECLARED BEFORE ME at the City of )  
\_\_\_\_\_, in the Province of British )  
Columbia this \_\_\_ day of \_\_\_\_\_, )  
2026. )  
)  
)  
)  
\_\_\_\_\_)  
A Commissioner for taking )  
Oaths for British Columbia )

\_\_\_\_\_