

**DISTRIBUTION PROTOCOL  
IN THE MATTER OF THE CANADIAN CAUSTIC SODA  
PRICE-FIXING CLASS ACTION**

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## DEFINITIONS

1. For the purpose of this Distribution Protocol:
  - (a) **Caustic Soda** means a basic chemical, also known as sodium hydroxide (NaOH) or lye, sold in solid and liquid forms.
  - (b) **Claim Form** means the form that a claimant must complete and submit before the Claims Filing Deadline to be considered for settlement benefits under this Distribution Protocol.
  - (c) **Claims Filing Deadline** means the date by which Claim Forms must be submitted for claimant to be considered for settlement benefits under this Distribution Protocol, which date shall be 45 days after the notice advising of the claims process is disseminated.
  - (d) **Claims Period** means October 1, 2015 and February 29, 2020.
  - (e) **Class Counsel** means Siskinds LLP and Siskinds Desmeules s.e.n.c.r.l.
  - (f) **Defendants** means Olin Corporation, K.A. Steel Chemicals, Inc., Olin Canada ULC, 3229897 Nova Scotia Co., Occidental Chemical Corporation, Oxy Canada Sales Inc., Westlake Chemical Corporation, Axiall Canada, Inc., Formosa Plastics Corporation, Formosa Plastics Corporation, U.S.A., Shin-Etsu Chemical Co., Ltd. and Shintech Incorporated.
  - (g) **Federal Court** means the Federal Court of Canada.
  - (h) **Net Settlement Amount** mean the aggregate of the settlement amount recovered pursuant to the Settlement Agreement, plus any accrued interest, less:
    - (i) Class Counsel fees and Class Counsel disbursements as approved by the Federal Court;
    - (ii) all disbursements, taxes and any other amounts incurred or payable by Class Counsel for the implementation of this Distribution Protocol, including the cost of notice;

- (iii) all taxes (including interest and penalties) accruable with respect to the income earned by the settlement amount; and
- (iv) any other deductions approved by the Federal Court.
- (i) **Relevant Purchases** means the total sale price paid by a person in Canada for Caustic Soda in Canada during the Claims Period, less any rebates or discounts, delivery or shipping charges, and taxes.
- (j) **Settlement Agreement** means the settlement with the Defendants dated November 17, 2025.

## **DISTRIBUTION OF NET SETTLEMENT FUNDS**

### **Direct Payments to Eligible Claimants**

2. Subject to paragraph 3, to facilitate a cost-effective claims process, to qualify for payments:
  - (a) the claimant must be a person in Canada who purchased Caustic Soda in Canada during the Claims Period, except:
    - (i) 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; and
    - (ii) any person who validly and timely opts out of the class action in accordance with the applicable order of the Federal Court.
  - (b) the claimant must be disclosed in the Defendants' sales data (provided in accordance with terms of the Settlement Agreement) as having purchased Caustic Soda directly from a Defendant(s) during the Claims Period;
  - (c) the claimant's Relevant Purchases must total at least CDN\$1,000,000; and
  - (d) the claimant must file a valid and timely Claim Form.
3. If Class Counsel are of the view after receiving the Defendants' sales data that the proposed distribution would result in an unfair or unreasonable distribution of the Net Settlement Funds, Class Counsel may seek further directions from the Federal Court.

4. If sales data is not available for the complete Claims Period, Class Counsel may use the sales data provided (including sales data outside the Claims Period) to extrapolate purchases during the Claims Period.
5. The Net Settlement Funds (less the *cy près* payment contemplated in paragraph 8 below) will be distributed to approved claimants based on the value of the approved claimant's approved Relevant Purchases as against the total value of all approved claimants' Relevant Purchases. By way of example, if an approved claimant's Relevant Purchases were \$2 million and the total value of all approved claimants' Relevant Purchases was \$40 million, that claimant would be entitled to 5% (\$2 million / \$40 million) of the available Net Settlement Funds.
6. Where applicable, the value of the Relevant Purchases will be converted from the original currency to Canadian (CDN) dollars, at the average Bank of Canada rate for that currency during the Claims Period.
7. Claimants must disclose and give credit for any compensation received through other proceedings or private out-of-class settlements in relation to their purchases of Caustic Soda, unless by such proceedings or private out-of-class settlements the claim was released in its entirety, in which case the claimant will not be eligible for any further compensation.

#### **Cy Près Distribution**

8. In recognition that not all Settlement Class Members (as defined in the Settlement Agreement) are eligible for direct payments, a *cy près* (charitable) payment will be made in the amount of CDN\$25,000 to each of GlobalMedic and Food Banks Canada. The *cy près* payment will be made from the Net Settlement Amount and is subject to a withholding as per paragraph 9 below.
9. The *cy près* payment shall be less any amounts payable to the Fonds d'aide aux actions collectives, pursuant to section 42 of the *Act respecting the Fonds d'aide aux actions*

*collectives*, CQLR c. F-3.2.0.1.1 and calculated in accordance with Article 1. (2°) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, R.S.Q. c. F-3.2.0.1.1, r. 2. For the purposes of calculating the amount payable to the Fonds d'aide aux actions collectives, 23% of the *cy pres* payment will be notionally allocated to Quebec claimants.<sup>1</sup>

10. The *cy pres* funds must be used for the purposes disclosed in the proposal submitted by GlobalMedic and Food Banks Canada to Class Counsel, and GlobalMedic and Food Banks Canada must report to Class Counsel on how the monies have been used. Subject to the consent of Class Counsel, the funds must be spent within two years of receipt.

## **THE CLAIMS PROCESS**

### **The Claim Form**

11. Class Counsel shall provide each potentially qualifying claimant (as per the requirements in paragraph 2) with a Claim Form. The Claim Form shall require claimants to:
  - (a) confirm their name and current contact information;
  - (b) confirm their Relevant Purchases as disclosed in the sales data provided by the Defendants pursuant to the Settlement Agreement;
  - (c) disclose whether they or any of their related entities have received compensation through other proceedings or private out-of-class settlements and/or provided a release in respect of any Relevant Purchases, and provide details of the compensation received and the claims released; and
  - (d) authorize Class Counsel to contact them for more information.

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<sup>1</sup> 23% represents that portion of the Canadian population that resides in Quebec based on information from Statistics Canada's website.

12. Class Counsel shall provide each potentially qualifying claimant (as per the requirements in paragraph 2) with the value of their Relevant Purchases, as disclosed in the sales data provided by the Defendants pursuant to the terms of the Settlement Agreement.

**Additional Information**

13. Class Counsel may make inquiries of the claimant if additional information is needed in respect of the claim. Claimants shall have fourteen (14) days to provide the additional information requested, failing which Class Counsel may deny the claim in whole or in part.

**Adjustments to Claims Process and Extension of the Claims Filing Deadline**

14. Class Counsel may extend the Claims Filing Deadline and/or the deadline for providing any additional information requested or otherwise adjust the claims process if, in their opinion, doing so will not adversely affect the fair and efficient administration of the Net Settlement Funds.

**Adjudication and Payment of Claims**

15. In respect of each claimant who has filed a Claim Form in accordance with this Distribution Protocol, Class Counsel shall:
  - (a) determine whether the claimant is eligible to receive a direct payment in accordance with the Settlement Agreement, orders of the Federal Court and this Distribution Protocol;
  - (b) determine the total quantum of the claimant's Relevant Purchases, based on sales data received from the Defendants pursuant to the terms of the Settlement Agreement; and
  - (c) determine the claimant's *pro rata* entitlement to the Net Settlement Funds.
16. Class Counsel can reject a claim, in whole or in part, where, in Class Counsel's view, the claimant has submitted false or incomplete information.

17. Class Counsel will issue decision notices to all claimants who filed a Claim Form. The decision notice will advise the claimant of Class Counsel's decision on the matters set out in paragraph 15 above. Where the claim is approved, Class Counsel will include payment by cheque.
18. Class Counsel's decision will be final and binding upon the claimant and shall not be subject to any right of appeal or review.

### **Residual Funds**

19. To the extent that the full Net Settlement Amount is not paid out due to uncashed cheques, residual interest or otherwise:
  - (a) Subject to paragraph 20, if the amount is equal to or less than CDN\$10,000, such monies shall be paid in equal amounts *cy près* to GlobalMedic and Food Banks Canada.
  - (b) If the amount is greater than CDN\$10,000, further direction of the Federal Court will be sought.
20. The *cy près* payment shall be less any amounts payable to the Fonds d'aide aux actions collectives, pursuant to section 42 of the *Act respecting the Fonds d'aide aux actions collectives*, CQLR c. F-3.2.0.1.1 and calculated in accordance with Article 1. (1°) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, R.S.Q. c. F-3.2.0.1.1, r. 2. For the purposes of calculating the amount payable to the Fonds d'aide aux actions collectives, the portion of the remainder (if any) that will be allocated to Quebec claimants will be:
  - (a) the actual uncashed payments to claimants located in Quebec; and
  - (b) 23% of any residual amount not related to uncashed payments, such as interest.

By way of example, if the remainder is CDN\$8,000, on which CDN\$2,000 relates to uncashed payments to claimants located in Quebec, CDN\$7,000 relates to uncashed

payments to claimants located outside Quebec and CDN\$1,000 relates to interest earned on the settlement amount, the amount payable to the Fonds shall be calculated based on CDN\$2,230 (CDN\$2,000 + 23% of CDN\$1,000).

## **CLASS COUNSEL'S RESPONSIBILITIES AS CLAIMS ADMINISTRATOR**

### **Supervisory Powers of the Federal Court**

21. Class Counsel shall administer the Settlement Agreement and this Distribution Protocol under the ongoing authority and supervision of the Federal Court and may seek directions from the Federal Court as needed.
22. Class Counsel shall provide any reports regarding the administration of the Distribution Protocol requested by the Federal Court.

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

23. All communications from Class Counsel to a claimant shall be transmitted via email if an email address has been provided, or if an email address has not been provided, by regular mail.
24. Class Counsel will respond to claimants' inquiries in English or French, as the claimant elects.
25. In the event of any dispute as to the interpretation or application of this Distribution Protocol, only the English version shall be considered.

### **Undeliverable Mail**

26. Class Counsel have no responsibility for locating claimants for any mail returned to Class Counsel as undeliverable.
27. Class Counsel have the discretion but is not required to reissue a payment to a claimant that was returned as undeliverable, under such policies and procedures as Class Counsel deems appropriate. Any costs associated with locating current address information for the claimant or reissuing payment will be deducted from that claimant's settlement benefits.

### **Administration Expenses**

28. Class Counsel may recover any out-of-pocket expenses (such as notice costs, postage, accounting fees for preparing tax returns, etc.) from the settlement amount as incurred.

### **Taxes**

29. Class Counsel shall take all reasonable steps to minimize the imposition of taxes upon the settlement amount and shall pay any taxes imposed on such monies out of the settlement amount.

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

30. Class Counsel shall preserve, in hard copy or electronic form, as the Class Counsel deems appropriate, Claim Forms, documents relating to the Claim Forms, and documents relating to the claims administration, including sales data provided by the Defendants, until three (3) years after payments have been paid out to approved claimants, and at such time shall destroy such documents by shredding, deleting, or such other means as will render the materials permanently illegible, except to the extent that such documentation is required for tax or regulatory purposes.

### **Confidentiality**

31. All information received from the Defendants or claimants will be collected, used, and retained by the Class Counsel pursuant to the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5 for the purposes of administering the Distribution Protocol, including evaluating the claimant's eligibility status under the Distribution Protocol. The information provided by the Defendants or claimants is strictly private and confidential and will not be disclosed without the express written consent of the Defendant or claimant, as the case may be, except in accordance with the Settlement Agreement, orders of the Federal Court and/or this Distribution Protocol.