

Ontario
SUPERIOR COURT OF JUSTICE

B E T W E E N:

BONA FOODS LTD., LA CIE MCCORMICK CANADA CO.
and CHRISTOPHER MCLEAN

Plaintiffs

– and –

AJINOMOTO U.S.A., INC., AJINOMOTO COMPANY, INC.,
CHEILJEDANG CORP, CHEILJEDANG AMERICA INC., MIWON COMPANY LTD.,
DAESANG AMERICA, INC., f/k/a MIWON AMERICA, INC.,
TAKEDA CHEMICAL INDUSTRIES LTD., TAKEDA VITAMIN & FOOD, INC.,
TAKEDA CANADA VITAMIN & FOOD INC.,
ARCHER DANIELS MIDLAND CO., KYOWA HAKKO KOGYO CO., LTD.,
and TUNG HAI FERMENTATION INDUSTRIAL CORP.

Defendants

Proceeding under the Class Proceedings Act, 1992

No. SO 15589
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

B E T W E E N:

ABEL LAM and KLAS CONSULTING & INVESTMENT LTD.

Plaintiffs

– and –

AJINOMOTO U.S.A., INC., AJINOMOTO COMPANY, INC.,
CHEILJEDANG CORP, CHEILJEDANG AMERICA INC., MIWON COMPANY LTD.,
DAESANG AMERICA, INC., f/k/a MIWON AMERICA, INC.,
TAKEDA CHEMICAL INDUSTRIES LTD., TAKEDA VITAMIN & FOOD, INC.,
TAKEDA CANADA VITAMIN & FOOD INC.,
ARCHER DANIELS MIDLAND CO., KYOWA HAKKO KOGYO CO., LTD.,
and TUNG HAI FERMENTATION INDUSTRIAL CORP.

Defendants

COUR SUPÉRIEURE
(Recours collectif)

COLETTE BROCHU

Requérant

c.

AJINOMOTO U.S.A. INC., AJINOMOTO COMPANY INC.,
CHEILJEDANG CORP., MIWON COMOPANY LTD.,
DAESANG AMERICA INC. f/k/a MIWON AMERICA, INC.,
TAKEDA CHEMICAL INDUSTRIES LTD., TAKEDA VITAMINS & FOOD USA INC.,
TAKEDA CANADA VITAMIS & FOOD INC.,
ARCHER DANIELS MIDLAND, KYOWA HAKKO KOGYO LTD.,
And TUNG HAI FERMENTATION INDUSTRIAL CORP.

Intimées

ADDENDUM TO SETTLEMENT AGREEMENT
(Settlement Agreement dated March, 2003)

The plaintiffs in the Ontario class action lawsuit No. 37708, in the British Columbia class action lawsuit No. S015589, and in the Quebec class action lawsuit No. 200-06-000019-011 on their own behalf and on behalf of the proposed Ontario Class, British Columbia Class and Quebec Class, and Kyowa Hakko Kogyo, Ltd., entered into a Settlement Agreement dated March, 2003 (the "Kyowa Settlement Agreement").

WHEREAS the plaintiffs have advised that following the signing of the Kyowa Settlement Agreement, in their capacity as class representatives and for themselves personally, they have entered into separate settlement agreements with the defendant Daesang America, Inc. f/k/a Miwon America, Inc. (the "Daesang Settlement Agreement"), and the defendant Takeda Chemical Industries Ltd. (the "Takeda Settlement Agreement") and with the defendants Ajinomoto Company, Inc., Ajinomoto U.S.A., Inc., Archer Daniels Midland Co., CJ Corp. f/k/a/ Cheil Jedang Corporation and CJ America, Inc. (the "Main Settlement Agreement") which are each subject to the approval of the Ontario Court, the British Columbia Court and the Quebec Court;

WHEREAS the plaintiffs have advised that the Takeda Settlement Agreement and the Main Settlement Agreement contain terms and definitions which differ from those contained in the Kyowa Settlement Agreement;

WHEREAS the plaintiffs and the Settling Defendant, Kyowa, have determined that it would be desirable for certain specified definitions and certain specified terms of the Kyowa Settlement Agreement to be consistent with certain specified terms contained in the Takeda Settlement Agreement and the Main Settlement Agreement;

WHEREAS the plaintiffs and Kyowa Hakko Kogyo, Ltd., enter into this Supplementary Settlement Agreement with the intent that the terms outlined herein will be incorporated into, and where applicable, replace certain specified terms of the Settlement Agreement. Unless specifically amended by this Supplementary Settlement Agreement, all terms and definitions set out in the Settlement Agreement shall remain the same.

NOW THEREFORE it is hereby agreed as follows:

DEFINITIONS

The following definitions shall supplement, and where applicable, replace the definitions contained in the Settlement Agreement.

“Appeal” or “Appeals” means any appeal of any Approval Orders and includes, without limitation, any motion or application by a party or Class Member seeking leave of the Court regarding such an appeal;

“British Columbia Class” means all persons resident in British Columbia other than the Settling Defendants, and their present and former parents, subsidiaries, and affiliates, who purchased MSG and/or Nucleotides in, into or from British Columbia during the Class Period;

“Claims Administrator” shall mean the person(s) or entities agreed upon by the plaintiffs and Settling Defendant and appointed by the Ontario and British Columbia Courts, to

administer the Settlement Benefits in accordance with the Distribution Protocol attached hereto as Appendix "A", and any employees of such person(s) or entities;

"Claims Deadline" shall be the date 120 days following the Effective Date;

"Class Period" shall mean January 1, 1984 to December 31, 1999 inclusive;

"Effective Date" shall mean the earliest date by which all of the following have occurred: (1) this Agreement has been executed by all of the Parties hereto; (2) the Ontario, British Columbia and Quebec Approval Orders have been granted, or if applicable, rendered; and (3)(a) if any Appeals have been served or filed within thirty days of the date on which the last of the British Columbia, Ontario and Quebec Approval Orders is granted, all such Appeals have been dismissed or discontinued, or (b) thirty days following the date on which the last of the British Columbia, Ontario or Quebec Approval Orders is granted if no Appeals have been served or filed by that time;

"MSG" shall mean monosodium glutamate in any form whatsoever and for any use whatsoever, including products containing or derived from monosodium glutamate;

"Notice" shall mean the notice of certification and settlement approval included in this agreement as Appendix "B";

"Nucleotides" means nucleotides in any form whatsoever and for any use whatsoever including, *inter alia*, DSI, IMP, GMP, DSG and I+G, and including products containing or derived from nucleotides;

"Ontario Class" means all persons other than the Settling Defendants and their present and former parents, subsidiaries and affiliates, who purchased MSG and/or Nucleotides in, into or from Canada, excluding Quebec and British Columbia Class Members, during the Class Period;

"Opt Out Deadline" shall, for the Ontario Class and British Columbia Class, be the date 60 days following the Effective Date, and for the Quebec Class shall be the date 30 days following the date on which the Notice of Approval Hearing is published;

"Quebec Class" shall mean all physical persons resident in Quebec who, in, into or from Canada, purchased MSG and/or Nucleotides during the Class Period for their personal use (excluding purchases for marketing, distribution or reselling purposes).

SETTLEMENT BENEFITS

The Settlement Benefits set out in the Settlement Agreement shall be combined with those set out in the Main Settlement Agreement and the Takeda Settlement Agreement and shall be administered by the Claims Administrator pursuant to the Distribution Protocol outlined in Appendix "A".

NOTICE

The Notice of Certification and Settlement Agreement Approval shall be disseminated in the form and pursuant to the protocol outlined in Appendices "B" and "C" hereto. The Notice shall be published in the newspapers listed in Appendix "C" and sent by direct mail in accordance with Appendix "C" within 15 days of the Effective Date. The Notice shall be published and in the industry publications and by the other methods set out in Appendix "C" at the earliest possible date following the Effective Date.

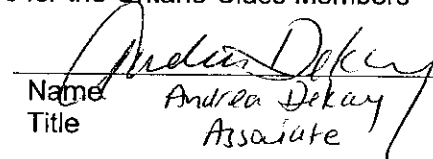
OPT OUT PROCEDURES

The Claims Administrator shall provide a list including addresses and contact information on all Class Members who have opted out to Class Counsel and to Counsel for the Settling Defendant within 10 days of the Opt Out Deadline.

Dated this day of , 2003.

SISKIND, CROMARTY, IVEY & DOWER ^{LLP}
Solicitors for the Ontario Class Members

Date Mar 17 / 03

Per: 
Name Andrea Dekay
Title Associate

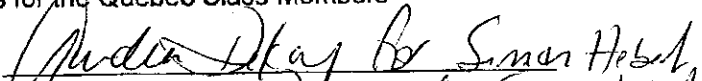
DESMEULES, EIZENGA, STRICKLAND, WRIGHT
S.E.N.C.

Solicitors for the Quebec Class Members

Date

Nov 18/03

Per:


Name Andrea Dufay for Simon Hebert
Title

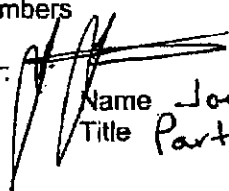
CAMP FIORANTE MATHEWS

Barristers & Solicitors for the British Columbia Class
Members

Date

Nov. 17/03

Per:


Name Joe Fiorante
Title Partner

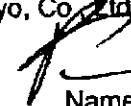
BLAKE, CASSELS & GRAYDON LLP

Solicitors in Ontario for the Defendant, Kyowa Hakko
Kogyo, Co. Ltd.

Date

Nov. 17/03

Per:


Name Robert Kwinter
Title Partner

APPENDIX "A"

DISTRIBUTION PROTOCOL

The procedures set forth herein are intended to govern the administration of the Settlement Benefits paid in accordance with the Settlement Agreement. The procedures shall be implemented by the Claims Administrator, subject to the ongoing authority and supervision of the Ontario Court. This Distribution Protocol operates with respect to MSG and Nucleotides as defined in the Settlement Agreement.

1. QUALIFICATION CATEGORIES

1.1 Class Members shall qualify for benefits under this Settlement Agreement in one of three categories:

Distributors - Class Members who purchased MSG and/or Nucleotides in raw form between January 1, 1984 and December 31, 1999, and only resold the MSG and/or Nucleotides without further processing or including them in another product.

Producers - Class Members, other than Distributors, who purchased MSG and/or Nucleotides in raw form between January 1, 1984 and December 31, 1999 (including restaurants and food service outlets).

Intermediaries and Consumers - Class Members who are neither Distributors nor Producers.

2. SETTLEMENT BENEFITS AVAILABLE TO DISTRIBUTORS AND PRODUCERS

2.1. A Settlement Fund equal to 85% of the total Settlement Benefits plus accrued interest less (a) applicable Class Counsel fees and disbursements, (b) proportionate costs of Notice, (c) costs of administration and (d) applicable Opt Out Reductions, shall be available to compensate Distributors and Producers.

2.2 Eligibility

Subject to the approval of the Claims Administrator, a Distributor or Producer shall be eligible for compensation out of the Distributors and Producers Settlement Fund upon filing a properly completed claim form postmarked before the Claim Deadline, and upon establishing: (a) that the Distributor or Producer purchased MSG and/or Nucleotides in, into, or from Canada during the Class Period and (b) the dollar amount of the MSG and/or Nucleotides purchased during the Class Period.

To be deemed sufficient to establish that a Distributor or Producer purchased MSG and/or Nucleotides in, into, or from Canada during the Class Period and to be deemed sufficient to establish the dollar value of the MSG and/or Nucleotides purchased during the Class Period "Product Purchase Verification" in one of the following forms must be submitted by Distributors and Producers with their claim form:

- a. Proof of purchase confirming the Distributor or Producer purchased MSG and/or Nucleotides in raw form during the Class Period and confirmation that compensation in respect of such purchases has not been previously made;
- b. Seller's sales record, if available, verifying the sale of MSG and/or Nucleotides in raw form to the Distributor or Producer during the Class Period; and confirmation that compensation in respect of such purchases has not been previously made; or
- c. If a Distributor or Producer is unable to provide any of the documentation as specified above in paragraphs (a) or (b) or providing that information is impractical, a Distributor or Producer may submit to the Claims Administrator such other objective verification as may be acceptable to the Claims Administrator. Such other objective verification must be accompanied by an Affidavit from the Distributor or Producer stating that steps taken by the Distributor or Producer to obtain the Product Purchase Verification outlined in subparagraph (a) and (b) above and the responses, if any, to those steps.

No claim shall be allowed and no payment shall be made to any Class Member in respect of sales made by any of the Settling Defendants to the Class Members which have been the subject of a compromise or settlement between the Class Member and any such Settling Defendant anywhere in the world. Documentation regarding such compromises or settlements shall be provided to the Claims Administrator by the Settling Defendants.

2.3. Entitlement to Compensation

Distributors or Producer who satisfy the eligibility requirements outlined in section 2.2 of this Distribution Protocol shall be entitled to compensation, to be calculated by the Claims Administrators, in the following manner.

MSG

- A. A **Distributor** who establishes to the satisfaction of the Claims Administrator that it purchased MSG shall be entitled to the lesser of:
 - i. \$0.009 per dollar spent on MSG; or

- ii. pro-rata share of the fund for Distributors and Producers where such share is based on a value equal to 4% of the Distributor's established MSG purchases.

B. A **Producer** who establishes to the satisfaction of the Claims Administrator that it purchased MSG shall be entitled to the lesser of:

- i. \$0.060 per dollar spent on MSG; or
- ii. pro-rata share of the fund for Distributors and Producers based on a value equal to 24% of the value of the Producer's established MSG purchases.

Nucleotides

A. A **Distributor** who establishes to the satisfaction of the Claims Administrator that it purchased Nucleotides shall be entitled to the lesser of:

- i. \$0.038 per dollar spent on Nucleotides; or
- ii. pro-rata share of the fund for Distributors and Producers where such share is based on a value equal to 15% of the Distributor's established Nucleotides purchases.

B. A **Producer** who establishes to the satisfaction of the Claims Administrator that it purchased Nucleotides shall be entitled to the lesser of:

- i. \$0.250 per dollar spent on Nucleotides; or
- ii. pro-rata share of the fund for Distributors and Producers based on a value equal to the full dollar value of the Producers established Nucleotides purchases.

2.3 General Claims Processing Guidelines

Efficiency

The Claims Administrator shall process all claims in a cost-effective and timely manner.

Technical Difficulties

If during claims processing, the Claims Administrator finds that technical deficiencies exist in a claimant's claim form, or the Product Purchase Verification, the Claims Administrator shall notify the claimant of the deficiencies via

registered mail and shall allow the claimant thirty days from the date of mailing of such notice to correct the deficiencies. If the deficiencies are not corrected within the thirty day period, the Claims Administrator shall reject the claim without prejudice to the right of the claimant to resubmit the claim provided the claimant is able to meet the filing deadlines and other requirements set forth in this Protocol.

Technical deficiencies shall not include missing the deadline for filing the claim form. In no event shall the Claims Administrator accept claim forms postmarked after the Claim Deadline.

Notification and Payment of Claims

The Claims Administrator shall notify via registered mail all claimants as to the approval or rejection of their claims under this Distribution Protocol.

The Claims Administrator shall promptly make arrangements to pay approved claims as expeditiously as possible.

Appeal of Claims

All claimants shall be granted thirty (30) days from the date it receives notice pursuant to paragraph 2.3 of this Distribution Protocol, to appeal the rejection of its claim. Such appeal will be on the basis of written submissions, supported only by the documentation originally provided to the Claims Administrator. The Appeals will be determined by the Ontario Court.

The judgment of the Ontario Court respecting any appeal from the Claims Administrator's decision is final and binding and shall not be subject to any further appeal or review whatsoever.

2.4 Disposition of Any Residue of the Fund for Distributors and Producers

Following the resolution of any appeals filed in accordance with section 2.3 or, if no appeals are filed, after the expiration of all appeals periods, the Claims Administrator shall transfer any residue of the fund for Distributors and Producers (excluding any Opt Out Reduction), to the fund for Consumers and Intermediaries, to be distributed in accordance with paragraph 3 of this Distribution Protocol.

3. SETTLEMENT BENEFITS AVAILABLE TO CONSUMERS/INTERMEDIARIES

Recognizing the difficulty of accurately identifying the amount of overcharge, if any, actually borne by any given Consumer or Intermediary, and recognizing the related difficulties in directly compensating Consumers and Intermediaries, compensation for Consumers and Intermediaries will be paid out by the Claims Administrator through a distribution to organizations which operate for the general benefit of

Consumers and Intermediaries.

The compensation available to these Class Members shall be equal to 15% of the total Settlement Benefits plus accrued interest less (a) applicable class counsel fees and disbursements, and (b) proportionate share of the costs of Notice.

The organizations specified below have been identified as appropriate recipients of settlement funds and will receive funds from the available funds in the percentage specified:

- a. Canadian Council of Grocery Distributors – 25%;
- b. Canadian Federation of Independent Grocers – 25%;
- c. Community Foundations – 45% split between the following Foundations in the following percentages:
 - Vancouver Foundation-19%
 - The Calgary Community Foundation – 5%
 - The Edmonton Community Foundation- 5%
 - The Saskatoon Foundation – 3.3%
 - The Winnipeg Foundation – 3.7%
 - Toronto Community Foundation – 25%
 - Community Foundation of Ottawa – 9%
 - London Community Foundation – 4%
 - Hamilton Community Foundation – 6%
 - The Foundation of Greater Montreal – 12%
 - The Halifax Foundation – 3%
 - Community Foundation of Greater Moncton – 2.4%
 - Community Foundation of Newfoundland and Labrador – 1.7 %
 - Community Foundation of Prince Edward Island – 0.5 %
 - Yellowknife Community Foundation – 0.4%
- d. General Romeo Dallaire Foundation – 5%.

APPENDIX "B"

Notice of Certification and Settlement Agreement Approval

IN THE MATTER OF MSG/NUCLEOTIDES CLASS ACTION LITIGATION

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

TO: All persons in Canada who purchased MSG and/or Nucleotides in any form and for any use, including products containing or derived from MSG and/or Nucleotides, in, into, or from Canada, between January 1, 1984 and December 31, 1999.

1 Purpose of this Notice

Class Proceeding lawsuits have been initiated in Ontario, British Columbia, and Quebec in which it is alleged that the Defendants conspired to fix prices and allocate markets for MSG and/or Nucleotides in Canada.

Settlement Agreements have been reached between the Plaintiffs (the parties who brought the lawsuit) and some of the Defendants, Archer Daniels Midland Company, Ajinomoto Company, Inc., Ajinomoto U.S.A., Inc., Takeda Chemical Industries Ltd., CJ Corp. f/k/a Cheil Jedang Corporation, CJ America, Inc., Daesang America, Inc., f/k/a Miwon America, Inc., and Kyowa Hakko Kogyo Co., Ltd. The proceeding was certified and the Settlement Agreements were approved by the Courts in Ontario on X, in British Columbia on X, and in Quebec on X.

No settlement has been reached with Tung Hai Fermentation Industrial Corp. Litigation continues against this defendant.

This Notice is to advise you of the Settlement Agreements and to inform you of your rights as a Class Member under the Agreements.

2 Class Member Categories

If you purchased MSG and/or Nucleotides or products containing or derived from MSG and/or Nucleotides in, into, or from Canada between January 1, 1984 and December 31, 1999 you are a Class Member. Class Members fall into the following categories:

1. Distributors – Class Members who purchased MSG and/or Nucleotides in raw form between January 1, 1984 and December 31, 1999, and only resold the MSG and/or Nucleotides without further processing or including them in another product.
 2. Producers – Class Members, other than Distributors, who purchased MSG and/or Nucleotides in raw form between January 1, 1984 and December 31, 1999 (including restaurants and food service outlets).
 3. Intermediaries and Consumers – Class Members who are neither Distributors nor Producers.
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- 3 Claim Program - Distributors and Producers** Distributors and Producers will be eligible to receive direct compensation under the Settlement Agreements. \$X less counsel fees, disbursements, administration and proportionate costs of notice, will be available to compensate Distributors and Producers.
- The compensation paid to Distributors and Producers will depend, in part, on the number of claims that are made.
- Distributors and Producers must complete a claim form, and submit certain required supporting documentation outlined in the claim form. To be eligible for compensation, the claim form together with the required supporting documentation must be submitted to the Claims Administrator by X, 2004. Claim forms are available by telephoning the Claims Administrator at X or at www.classaction.ca.
-
- 4 Compensation Plan - Consumers and Intermediaries** A Settlement Fund of \$ X plus accrued interest, less legal fees, disbursements, and proportionate costs of notice, shall be available to compensate Consumers and Intermediaries.
- Recognizing the difficulty of determining the damage suffered by any given Consumer or Intermediary, and recognizing the related difficulties in directly compensating Consumers and Intermediaries, it has been determined that compensation will be paid to the following organizations for the general benefit of Consumers and Intermediaries:
- a. Canadian Council of Grocery Distributors –25%
 - b. Canadian Federation of Independent Grocers – 25%
 - c. Community Foundations – 45% to be split between the following Foundations in the following percentages:
 - Vancouver Foundation-19%
 - The Calgary Community Foundation – 5%
 - The Edmonton Community Foundation- 5%
 - The Saskatoon Foundation – 3.3%
 - The Winnipeg Foundation – 3.7%
 - Toronto Community Foundation – 25%
 - Community Foundation of Ottawa – 9%
 - London Community Foundation – 4%
 - Hamilton Community Foundation – 6%
 - The Foundation of Greater Montreal – 12%
 - The Halifax Foundation – 3%
 - Community Foundation of Greater Moncton – 2.4%
 - Community Foundation of Newfoundland and Labrador – 1.7 %
 - Community Foundation of Prince Edward Island – 0.5 %
 - Yellowknife Community Foundation – 0.4%
 - d. General Romeo Dallaire Foundation – 5%
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- 5 Release of claims and the effect on other proceedings** You will be bound by the terms of the Settlement Agreement, unless you "opt out", a process that is described in the next section.
- This means that you will not be able to bring or maintain any other claim or legal proceeding against the Defendants who have entered into Settlement Agreements in connection with MSG and/or Nucleotides or products containing or derived from MSG and/or Nucleotides unless you "opt out".
-
- 6 Opting out of the Settlement Agreement** If you would like to exclude yourself from the Settlement Agreement, you can opt out by obtaining an "Opt Out Form" (available from the Claims Administrator), and filing it with the Claims Administrator no later than X.
- If you opt out you will not be eligible for any of the benefits of the Settlement Agreement.
-
- 7 Class Counsel** The law firms of *Siskind, Cromarty, Ivey & Dowler*^{LP} represent the Class in Ontario, along with all Class Members in provinces other than British Columbia and Quebec. Ontario Class Counsel can be reached toll-free at 1-800-461-6166 ext. 455.
- The law firm of *Camp Fiorante Mathews* represent the Class in British Columbia. *Camp Fiorante Mathews* can be reached at 604-xxx-xxxx.
- The law of *Desmeules, Eizenga, Strickland, Wright S.E.N.C* represent the Quebec consumers. Quebec Class Counsel can be reached at xxx-xxx-xxxx.
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- 8 Legal Fees** Class Counsel in all jurisdictions will seek legal fees from their respective courts in an amount not to exceed 25% of the settlement attributable to their jurisdiction, plus disbursements and taxes.
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- 9 Questions About the Settlement Agreement** If you would like a copy of the Settlement Agreement or have questions, you can reach the Claims Administrator by telephone at X or by email at X. A copy of the Settlement Agreement can be sent to you at a cost of \$20.00 per copy, which amount represents the cost of photocopying and mailing the Settlement Agreement.
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- 10 Interpretation** If there is a conflict between the provisions of this Notice and the Settlement Agreement and any of its appendices, the terms of the Settlement Agreement shall prevail.
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DISTRIBUTION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE, THE SUPREME COURT OF BRITISH COLUMBIA AND THE QUEBEC (COUR SUPERIEURE) SUPERIOR COURT.

APPENDIX "C"

METHOD OF DISSEMINATING THE NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL

The Notice of Certification and Settlement Approval shall be distributed in the following manner:

- a. published once in the following newspapers;
 - i. Globe and Mail (National Edition)
 - ii. National Post
 - iii. La Presse

- b. published once in the following industry magazines;
 - i. Food in Canada
 - ii. Food Service and Hospitality Magazine

- c. sent to the following organizations for distribution to their membership;
 - i. Food Processors of Canada;
 - ii. Flavour Manufacturers Association of Canada;
 - iii. Canadian Restaurant and Food Services Association;
 - iv. Canadian Council of Grocery Distributors; and
 - v. Canadian Federation of Independent Grocers.

- d. posted on Class Counsel's website at www.classaction.ca;

- e. where possible, sent by direct mail to the Settling Defendant's customers who purchased MSG and/or Nucleotides during the Class Period. To the extent possible, the Settling Defendant will provide contact information respecting the customers to whom it sold MSG and/or Nucleotides during the Class Period to the Claims Administrator, and the Claims Administrator will mail the Notice by direct mail to each such customers. Where the Settling Defendant sold MSG and/or Nucleotides to a Distributor, the Settling Defendant shall assist in obtaining customer contact information from that Distributor for use by the Claims Administrator; and

- f. sent by first class mail to the counsel for individuals pursuing independent litigation where those individuals are known to Class Counsel.