

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
No.: **500-06-000125-019**

(Class Action)
SUPERIOR COURT

PETER KRANTZ

Plaintiff

v.

ATTORNEY GENERAL OF QUEBEC
-and-
LES ENTREPRISES CLAUDE CHAGNON INC.
-and-
LES GRANDS TRAVAUX SOTER INC.
-and-
CONSTRUCTION DJL INC.

Defendants

DISTRIBUTION PROTOCOL (TRANSLATION*)

1. GENERAL PROVISIONS

- 1.1. The present protocol (« Protocol ») governs the distribution of compensation to class members whose claims are deemed eligible under the Settlement Agreement with the General Contractors (« Agreement with the General Contractors ») and under the Settlement Agreement with the Attorney General of Quebec (« Agreement with the AGQ »), (collectively the “Agreements”).
- 1.2. The amounts payable to class members under the Agreements constitute the « Settlement Amount ».

* UNOFFICIAL TRANSLATION. Only the original version written in French has legal value. In the event of imprecision, inconsistency or contradiction, the original version shall prevail.

- 1.3. Any and all matters relating to the interpretation of the Protocol will be subject to the jurisdiction of the judge responsible for the class action, the honourable Gérard Dugré, J.C.

2. ADMINISTRATOR

- 2.1. The administrator appointed by the Court (hereinafter the "Administrator") to preside over the analysis of the claims and the distribution of the indemnities has the following obligations:

- a. Obtain third-party liability insurance for the funds that will be transferred in trust;
- b. Publish the documents relevant to the claims process on its website;
- c. Receive and analyze the claims;
- d. Prepare a final report on the claims process once the claim period has expired (the "Claims Report");
- e. Distribute compensation to members;
- f. Carry out a bank reconciliation following disbursements and receipts;
- g. Draft and present to the attorneys and the Court a final report on its administration, including the distribution of indemnities (the "Distribution Report");

- 2.2. As soon as a claimant has provided an email address or fax number, the Administrator may communicate with them only by this means of communication.

3. NOTICE TO MEMBERS

- 3.1. Once the judgment approving the Agreements becomes final, TJL will publish notices to class members informing them of their approval and of the claims process, in the form set out in **Appendix 1** (hereinafter the "Notice of Approval").

- 3.2. The Notice of Approval will be published in accordance with the publication plan set out in **Appendix 2**.
- 3.3. The date of publication of the Notice of Approval will be deemed to be the last date on which the Notice of Approval will have been published if the Notice of Approval is not published on the same day.

4. CLAIMS PROCESS

- 4.1. A claimant must demonstrate that they are a member of the group, namely:
 - a. That they resided less than 350 meters to the south or less than 170 meters north of the Ville-Marie highway, between Guy and De Carillon streets (hereinafter referred to as the "Class Action Perimeter"), and;
 - b. That they resided there between May 1st and December 31st, 1998 or between April 26th and December 15th, 1999 or between July 1st and October 16th, 2000.
- 4.2. A list of addresses found in the Class Action Perimeter, as set forth in **Appendix 3** (hereinafter the "Perimeter Address List"), will be available on the Administrator's and TJL's websites.
- 4.3. An address will be included in the Perimeter Address List if the building is partially included in the Class Action Perimeter.
- 4.4. To claim a share of the Settlement Amount, a claimant must complete a claim form in the format of a solemn declaration in accordance with **Appendix 4** (hereinafter the "Claim Form").
- 4.5. The Claim Form will be available on the Administrator's and TJL's websites.
- 4.6. Claimants may also obtain a paper copy of the form by contacting the Administrator or TJL.
- 4.7. No later than 130 days from the date of publication of the Notice of Approval, Claimants must complete, sign and return the Claim Form to the Administrator.

- 4.8. If a Claim Form is received by TJL, it will be deemed received by the Administrator on the day it is received by TJL.
- 4.9. Claimants will be required to provide with their Claim Form proof of residency in the Class Action Perimeter and for one of the periods defined in Article 4.1 (b) of the Protocol, which may be one of the following documents:
- a. Lease for the occupancy of an apartment covering one of the periods defined in Article 4.1 of the Protocol;
 - b. Hydro-Québec invoice;
 - c. Invoice of telephone or internet services;
 - d. Notice of assessment from a tax authority;
 - e. Correspondence from a government agency;
 - f. Letter from the Chief Electoral Officer of Québec confirming the place of residence;
- 4.10. A claimant who was a minor during the periods covered by the class action may prove their residency in the Class Action Perimeter by showing the place of residence of their parents in a manner provided for in the Protocol.
- 4.11. If a claimant, who has claimed within the 130 days following the date of publication of the Notice of Approval, is unable to provide the proof required by section 4.9, they may complete their file for a period of 30 days following the expiration of this delay.

5. VERIFICATION OF CLAIMS

- 5.1. A claim will not be denied by the Administrator if the claimant is unable to provide proof of residence listed in Article 4.9 of the Protocol.
- 5.2. The Administrator may accept the claim if, after reasonable efforts, it is able to confirm the claimant's place of residence by:
- a. the verification of the Ministry of Transportation's complaint forms filed as Exhibit P-7 in support of the motion to institute proceedings;

- b. the verification of telephone directories published at relevant times;
 - c. obtaining electoral lists or the confirmation of residence by the Chief Electoral Officer of Québec;
 - d. obtaining confirmation of residence from the *Régie de l'assurance maladie du Québec*.
- 5.3. After verification of the claims, the Administrator will identify the problematic claims, if any, and forward the details of these claims to TJL and the Defendants' attorneys (hereinafter the "Lawyers").
- 5.4. The Lawyers will have to examine these claims and attempt to agree on their outcome in order to give common instructions to the Administrator. Failing an agreement, the claims will be submitted to the Court for adjudication.

6. ELIGIBILITY OF CLAIM

- 6.1. Any claim received after the expiry of the 130 day period provided for in Article 4.7 of the Protocol, but before the determination of each member's compensation, will be refused, unless the claimant can demonstrate that they were unable to act earlier.
- 6.2. Any claim that is not accompanied by proof of residence as required by Article 4.9 of the Protocol or confirmed by the Administrator's verifications will be refused.
- 6.3. For greater clarity, the claim of the claimant who was a minor in any of the periods set out in section 4.1 of the Protocol will be denied if the Administrator is unable to confirm the parents' place of residence as provided in Article 5.2 of the Protocol.
- 6.4. Any claim submitted on behalf of a class member who is legally incapacitated will be refused if the documents provided to prove the representative's authority to act are deemed incomplete or unsatisfactory by the Administrator.
- 6.5. A notice informing the Claimant that their claim has been denied (hereinafter "Notice of Refusal") will be sent to them by email, fax or registered mail.

- 6.6. The Claimant will have 10 days from receipt of the Notice of Refusal to request a revision of the Administrator's decision (hereinafter "Request for Revision") in the form set out in **Appendix 5**. The Administrator shall communicate the Requests for Revision received to TJL and, as soon as the number of claims received by the Administrator potentially exceed 3000, to the Defendants' attorneys.
- 6.7. The managing judge will render a judgment on the Claimant's Request for Revision under Article 6.6 of the Protocol on the basis of the file or, if the claimant so requests, following a hearing of which the duration will be limited to one hour.
- 6.8. No notice will be given to the class member whose claim has been accepted by the Administrator.
- 6.9. The Administrator will make a Claim Report once the outcome of each of the Claimants' claims has been determined and forward it to TJL and to the Defendants' attorneys.
- 6.10. The Defendants will have the right to audit the work performed by the Administrator at their own expense by reviewing a maximum of 100 randomly selected claims if the number of claims accepted by the Administrator exceeds 3000. The Defendants will have ten days to inform the Administrator and the plaintiffs' lawyers in writing of their request for verification.
- 6.11. If the verification provided for in Article 6.10 of the Protocol reveals a problem that the Lawyers cannot settle by mutual agreement, they shall submit the problem to the Court, without delay, for adjudication or instructions.
- 6.12. Within 20 days of the final Claims Report, the General Contractors will, if applicable, deposit into TJL's trust account the additional contributions provided for in the General Contractors Settlement Agreement.

7. DETERMINATION OF INDEMNITY

- 7.1. The indemnity of each class member will be calculated when the outcome of all claims is known and the Administrator has made its Claims Report.

- 7.2. The indemnity of a class member will be determined by calculating the *pro rata* between the number of points they will be awarded and the total number of points awarded to the members who have proved their claim.
- 7.3. The system assigns a number of points per year to each class member according to the zone in which the member resided, calculated based upon the number of noise exceedances detailed in table 8 of Vinacoustik's expertise.
- 7.4. The Class Action Perimeter will be divided into four vertical bands of the same width, numbered from 1 to 4, starting from the West and in horizontal bands on both sides of the Ville-Marie highway, as follows:

Band	Distance from the Ville-Marie highway
A	From 0 to 60 meters inclusively
B	From over 60 to 170 meters inclusively
C	From over 170 to 350 meters inclusively

- 7.5. The Class Action Perimeter is therefore divided into 12 zones, namely A1, A2, A3, A4, B1, B2, B3, B4, C1, C2, C3 and C4, which can be represented as follows:

B1	B2	B3	B4
A1	A2	A3	A4
Autoroute Ville-Marie			
A1	A2	A3	A4
B1	B2	B3	B4
C1	C2	C3	C4

- 7.6. The Perimeter Address List (Appendix 3) will indicate the zone in which each address is located.

7.7. The number of points per zone for each year in which the residence has been proven is detailed in the following points grid:

SUBZONE	NUMBER OF POINTS AWARDED PER PERIOD		
	1998	1999	2000
A1	97	315	88
A2	104	129	0
A3	240	176	46
A4	108	326	32
B1	66	193	50
B2	61	78	0
B3	126	91	23
B4	60	191	16
C1	35	71	12
C2	18	27	0
C3	12	6	0
C4	12	56	0

7.8. The points grid will be available on the Administrator and TJL's websites as well as upon request.

7.9. The class member cannot dispute the area in which their residence is located, nor the amount of the compensation that will be awarded.

7.10. A class member can only be part of one zone per period covered by the class action. If he has resided in several zones in the same period, the allocated zone will be the one for which the number of points awarded is highest.

8. DISTRIBUTION

8.1. The Administrator will distribute the indemnities to members within two weeks of the indemnities being determined.

8.2. The Administrator may pay indemnities by Interac transfer or direct transfer to class members who have provided the information necessary for this purpose. The compensation will be paid by check if this information has not been provided.

8.3. Any check not cashed within 6 months of the date at which these checks were given to members will be canceled and will constitute a remaining balance.

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LIST OF APPENDICES

- Appendix 1 :** Notice of Approval
- Appendix 2 :** Publication Plan for the Notice of Approval of the Agreements
- Appendix 3 :** Perimeter Address List
- Appendix 4 :** Claim Form
- Appendix 5 :** Request for revision