Court File No.: CV-20-00638930-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANNTRUST HOLDINGS INC., CANNTRUST INC., CTI HOLDINGS (OSOYOOS) INC. AND ELMCLIFFE INVESTMENTS INC.

MOTION RECORD OF THE CCAA REPRESENTATIVES

(Additional RSAs, Notice, and Claims Administration)

December 6, 2021

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Court File No.: CV-20-00638930-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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CCAA REPRESENTATIVES
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TAB 1

Court File No.: CV-20-00638930-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

[Commercial List]

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANNTRUST HOLDINGS INC., CANNTRUST INC., CTI HOLDINGS (OSOYOOS) INC. AND ELMCLIFFE INVESTMENTS INC.

NOTICE OF MOTION
(Additional RSAs, Notice, and Claims Administration)

The CCAA Representatives will make a motion before a judge of the Ontario Superior Court of Justice (Commercial List) on December 17, 2021 at 2:00 p.m, or as soon after that time as the motion can be heard, by judicial videoconference via Zoom at Toronto Ontario due to the COVID-19 pandemic. Please refer to the conference details at **Schedule "A"** hereto in order to attend.

THE MOTION IS FOR:

1. An order, substantially in the form of the draft Order included at Tab 4 of the Motion Record of the CCAA Representatives[1], among other things:

   a. authorizing the Applicants and the CCAA Representatives, *nunc pro tunc*, to enter into the Aceto Settlement, the ABC Settlement, the ABC Settlement Supplement,

[1] All capitalized terms used but not defined herein have the meaning ascribed to them in the fourth amended and restated plan of compromise, arrangement and reorganization of CannTrust Holdings Inc., CannTrust Inc. and Elmcliffe Investments Inc. dated July 7, 2021 ("**CCAA Plan**")

the DIC Settlement, and the Abramowitz Settlement Supplement (all as defined in the Affidavit of Serge Kalloghlian, affirmed December 6, 2021 and the Confidential Affidavit of Serge Kalloghlian, affirmed December 6, 2021).

b. authorizing and directing the CCAA Representatives, CCAA Representative Counsel, and the Trustees to take all steps and actions and to do all things necessary or appropriate to implement the transactions contemplated by the Aceto Settlement, the ABC Settlement, the ABC Settlement Supplement, the DIC Settlement, and the Abramowitz Settlement Supplement ;

c. sealing the Confidential Affidavit of Serge Kalloghlian, sworn December 6, 2021, together with the unredacted ABC Settlement and the ABC Settlement Supplement exhibited thereto;

d. setting the amount of the Holdback as defined in the Allocation and Distribution Scheme;

e. authorizing the notice to Securities Claimants of the settlements and the claims filing procedure ("**Notice**") and the method of disseminating the Notice ("**Notice Plan**");

f. appointing and authorizing Epiq Class Action Services Canada Inc. ("**Epiq**"), under the direction of the Trustees or their successors,

    i. as the "Claims Administrator" to administer the Allocation and Distribution Scheme;

    ii. to manage the Cash Contributions paid pursuant to the CCAA Plan to the Securities Claimant Trust ("**Class Settlement Amount**") which will be held in an interest-bearing trust account ("**Trust Account**") for the benefit of the Securities Claimants;

iii. to disburse from the Trust Account (i) the Zola Payment (as defined in the Allocation and Distribution Scheme); (ii) fees, disbursements and taxes of CCAA Representative Counsel as approved by the Court; (iii) all fees, disbursements, expenses, costs, taxes, any other amounts incurred or payable relating to approval, implementation and administration of the settlement including, without limitation, the costs, fees, and expenses of notice to Securities Claimants and the fees, expenses, disbursements and taxes paid to the Claims Administrator for fulfilling its mandate, and any other expenses ordered by the court; (iv) any other payments, fees, disbursements, expenses, costs, taxes payable pursuant to the terms of the RSA, Additional RSA, related agreement and/or the CCAA Plan; and payments as are reasonably necessary to pay reasonable and necessary administrative expenses of the Securities Claimant Trust (including costs of professionals retained thereby and banking costs), and any taxes imposed on the Securities Claimant Trust or Securities Claimant Trust Assets (together, the "**Authorized Disbursements**"); and

iv. authorizing the Claims Administrator to distribute the Class Settlement Amount, plus any accrued interest and net of the Authorized Disbursements and Holdback ("**Class Compensation Fund**") in accordance with the Allocation and Distribution Scheme; and

g. Fixing March 16, 2022 as the deadline for claims to be filed pursuant to paragraph 4 of the Allocation and Distribution Scheme;

2. Such further and other relief as counsel may request and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

A. Additional RSAs and Supplementary Agreements

3. The CCAA Plan was approved and sanctioned by order of Patillo J. dated July 16, 2021 (the "**Sanction Order**");

4. The Sanction Order authorized the Applicants and the CCAA Representatives to enter into, and take steps to implement, settlement and related agreements for the benefit of Securities Claimants (including the RSA, the RSA Supplemental Letter Agreement, the Zola RSA and the Additional RSAs);

5. The Sanction Order also authorized the Applicants and CCAA Representatives to enter into one or more Additional RSAs with the Insurers and Peter Aceto and a Supplemental Additional RSA with Ian Abramowitz, in each case on terms substantially consistent with the proposed arrangements described in the Affidavit of Serge Kalloghlian affirmed June 16, 2021;

6. The Applicants and CCAA Representatives have entered into Additional RSAs and supplemental agreements with the Insurers, Peter Aceto, and Ian Abramowitz on terms substantially consistent as those in the June 16, 2021 Affidavit of Serge Kalloghlian;

7. The Aceto Settlement, the ABC Settlement, the ABC Settlement Supplement, the DIC Settlement, and the Abramowitz Settlement Supplement are fair and reasonable and will result in

approximately USD $36.9 million of payments to the Securities Claimant Trust for the benefit of Securities Claimants;

8. The disclosure of the Confidential Affidavit of Serge Kalloghlian, the unredacted ABC Settlement, and/or the ABC Settlement Supplement will prejudice the parties to those agreements;

B. Notice and Claims Administrator

9. Following the Plan Implementation Date, approximately CAD $126 million will be paid into the Securities Claimants Trust, which, after payment of legal fees and other expenses and obligations, and subject to certain holdbacks, will be distributed to Securities Claimants pursuant to the Allocation and Distribution Scheme;

10. The Notice Plan is a sufficient method of notifying the Securities Claimants of the settlements and the process by which they may make a claim;

11. Epiq has the experience and resources to administer the Notice Plan, manage the Trust Account and to act as Claims administrator for the purpose of the Allocation and Distribution Scheme;

12. The *Companies Creditors' Arrangement Act*, R.S.C. 1985, c. C-36;

13. The *Courts of Justice Act*, R.S.O. 1990, c. C.43; and

14. Such further and other grounds as counsel may advice and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Affidavit of Serge Kalloghlian affirmed December 6, 2021; and

2. Such further and other material as counsel may advise and this Court may permit.

December 6, 2021

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CCAA Representative Counsel

To: The Service List

SCHEDULE "A"

Conference Details to join Motion via Zoom

Time: Dec 17, 2021 02:00 PM America/Toronto

Join Zoom Meeting
https://us02web.zoom.us/j/89590096032?pwd=bFpobmhxT1BOY1EzbjQyMURTS21kQT09

Meeting ID: 895 9009 6032
Passcode: 491233
One tap mobile
+12532158782,,89590096032# US (Tacoma)
+13017158592,,89590096032# US (Washington DC)

Dial by your location
+1 253 215 8782 US (Tacoma)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 929 205 6099 US (New York)
Meeting ID: 895 9009 6032
Find your local number: https://us02web.zoom.us/u/kdEOcA3YNI

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,*
R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF CANNTRUST HOLDINGS INC. ET AL.

Court File No. CV-20-00638930-0CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Notice of Motion
(Additional RSAs, Notice, and Claims Administration)

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CCAA Representative Counsel

TAB 2

Court File No. CV-20-00638930-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANNTRUST HOLDINGS INC., CANNTRUST INC., CTI HOLDINGS (OSOYOOS) INC. AND ELMCLIFFE INVESTMENTS INC.

AFFIDAVIT OF SERGE KALLOGHLIAN
(Additional RSAs, Notice, and Claims Administration)
(Affirmed December 6, 2021)

I, SERGE KALLOGHLIAN, of the City of Toronto, in the Province of Ontario, AFFIRM:

1. I am a partner at Kalloghlian Myers LLP, co-counsel to Patrick Hrusa and Dharambir Singh in their capacity as court-appointed representatives ("**CCAA Canadian Representatives**") in these proceedings and representatives in the proposed class action against CannTrust Holdings Inc. ("**CannTrust Holdings**") and others bearing (Toronto) Court File No. 19-000625181-00CP/CV-19-00623567-00CP in the Ontario Superior Court of Justice ("**Ontario Class Action**").

2. I affirmed affidavits dated June 2, 2021 ("**First Affidavit**") and June 16, 2021 ("**Second Affidavit**") in support of the Applicants' motion for an order approving the plan of compromise, arrangement and reorganization of CannTrust Holdings, CannTrust Inc. and Elmcliffe Investments Inc. under the *Companies' Creditors Arrangement Act* (the "**CCAA**") dated April

16, 2021 (as amended from time to time) ("**CCAA Plan**") in these proceedings (the "**CCAA Proceedings**"). The First Affidavit is attached hereto (without exhibits) as **Exhibit "A"**. The Second Affidavit is attached hereto (without exhibits) as **Exhibit "B"**. I adopt the content of those affidavits in respect of my views expressed herein.

3. Unless otherwise defined, capitalized terms in this affidavit have the meanings ascribed to them in the First Affidavit or, if not defined in the First Affidavit, in the CCAA Plan.

4. I swear this affidavit in support of the motion for authorization to enter into certain additional settlements related to the CCAA Plan, for appointment of the Claims Administrator, and for approval of Notice to the Securities Claimants and ancillary relief.

5. No portion of this affidavit is meant to waive, nor should it be construed as a waiver of, solicitor-client, litigation, or any other privilege.

6. All dollar amounts are indicated herein in Canadian currency, unless otherwise stated.

I. ADDITIONAL RSAs

7. As detailed in the Second Affidavit, prior to the issuance of the Sanction Order, the CCAA Representatives and the CannTrust Group reached settlements in principle with: (i) Peter Aceto, CannTrust Holdings' former chief executive officer; and (ii) the Insurers that provided policies of insurance to CannTrust Holdings and its directors and officers. The CCAA Representatives also entered an agreement with Ian Abramowitz to supplement the Additional RSA with him described in the First Affidavit.

8. Paragraph 14 of the Sanction Order authorized the Applicants and CCAA Representatives to enter into one or more Additional RSAs with the Insurers and Peter Aceto, and a supplemental Additional RSA with Ian Abramowitz, in each case on terms substantially consistent with the proposed arrangements in the Second Affidavit. These settlements have since been finalized.

9. The Sanction Order appending the CCAA Plan is attached and marked as **Exhibit "C"**.

A. The Aceto Settlement

10. Peter Aceto is the former chief executive officer of CannTrust Holdings. Peter Aceto faces both Secondary Market Claims and Prospectus Claims in the proposed class actions.

11. The CCAA Representatives, Peter Aceto, and the CannTrust Group entered into Minutes of Settlement effective as of June 11, 2021 pursuant to which:

(a) Peter Aceto will provide cooperation to the plaintiffs in the continuing litigation;

(b) Peter Aceto will support the CCAA Plan in a manner consistent with the RSA; and

(c) Peter Aceto will provide a release of all claims against the Insurers.

12. As explained in the Second Affidavit, because Mr. Aceto is releasing his rights to insurance coverage that would respond to regulatory or criminal proceedings, the Securities Claimant Trust will reserve $1 million to indemnify him in respect of legal costs incurred to defend against any such proceedings. Any such funds remaining after the final disposition of such proceedings would revert to the Securities Claimant Trust.

13. The Securities Claimant Trust will also separately agree to indemnify Mr. Aceto for $125,000 in legal defense costs incurred prior to execution of the Aceto Settlement and which had not been reimbursed by the Insurers.

14. A copy of the Minutes of Settlement is attached as **Exhibit "D"**. The agreements set out in the Minutes of Settlements and described at paragraph 13 herein are collectively referred to as the "**Aceto Settlement.**"

15. The Aceto Settlement was driven primarily by the effect of his settlement on the negotiation with the Insurers, his ability to make a meaningful monetary contribution, and the value of his cooperation in pursuing claims against KPMG.

16. For the reasons set out above, the Aceto Settlement is fair and reasonable in the circumstances.

B. The Insurers Settlement

17. As indicated in previous affidavits filed in these proceedings, CannTrust Holdings' Insurers denied coverage to CannTrust Holdings, and certain of the Insurers denied coverage to some of the directors and officers.

18. The negotiations with the Insurers were extremely complex, involving multiple layers of Insurers, each having differing positions and interests and each represented by different counsel. Because of the Insurers' denial of coverage, CCAA Representative Counsel considered not only the strength of the claims against the various insured defendants, but also the positions and arguments of the Insurers in respect of their liability under the policies.

19. The CCAA Representatives and the CannTrust Group have entered into two separate agreements to resolve claims against Insurers under two policy "towers": the ABC Policies and the DIC Policies. CCAA Representative Counsel believe that the settlements are fair and reasonable in all the circumstances.

i. The ABC Settlement and Supplement

20. Allianz Global Risks US Insurance Company, Markel Bermuda Limited, Ascot Bermuda Limited f/k/a Ascot Reinsurance Company Limited Bermuda, Aspen Bermuda Limited, Assicurazioni Generali S.p.A., and XL Specialty Insurance, (collectively, "**ABC Insurers**") each issued a policy of insurance to CannTrust Holdings for the period February 25, 2019 to February 25, 2020, (collectively, the "**ABC Policies**").

21. The CCAA Representatives, the ABC Insurers, the CannTrust Group and certain insureds under the ABC Policies have reached an agreement (the "**ABC Settlement**"), attached hereto as **Exhibit "E"**, pursuant to which, on the Plan Implementation Date:

(a) the ABC Insurers will collectively pay USD $30,000,000 to the Securities Claimant Trust; and

(b) the ABC Insurers will be released from all claims concerning the ABC Policies.

22. Section 1.7 of the ABC settlement has been redacted in the copy attached as Exhibit "E". In connection with the ABC Settlement, the parties have also entered into a supplemental agreement ("**ABC Supplement**") containing a limited number of confidential terms. The disclosure of the ABC Supplement or section 1.7 of the ABC Settlement could prejudice the parties.

ii. The DIC Settlement

23. Chubb Insurance Company of Canada, Newline Canada Insurance Limited, Allied World Assurance Company, and Arch Insurance Canada Limited (collectively, "**DIC Insurers**") each issued a policy of insurance to CannTrust Holdings effective February 25, 2019 (collectively, the "**DIC Policies**").

24. The CCAA Representatives, the DIC Insurers, the CannTrust Group and certain insureds under the ABC Policies have reached an agreement (the "**DIC Settlement**"), attached hereto as **Exhibit "F"**, pursuant to which, on the Plan Implementation Date

(a) the DIC Insurers will collectively pay USD $6,900,000 to the Securities Claimant Trust; and

(b) the DIC Insurers will be released from all claims concerning the DIC Policies.

C. The Abramowitz Settlement Supplement

25. As explained in the First Affidavit, the CCAA Representatives, Ian Abramowitz, and the CannTrust Group entered into the Abramowitz Settlement on May 5, 2021 pursuant to which, among other things: (i) Mr. Abramowitz agreed to assign any Assigned Claims against Insurers that he may have to the Securities Claimant Trust, excluding any claims, rights or entitlement that he may have to insurance coverage for criminal, regulatory or administrative proceedings; (ii) Mr. Abramowitz will provide cooperation to the plaintiffs; and (iii) Mr. Abramowitz agreed to support the CCAA Plan in a manner consistent with the RSA.

26. As explained in the Second Affidavit, in order to provide the Insurers with the full policy releases they required under their settlements, CCAA Representative Counsel determined that it

was necessary and appropriate to enter into an agreement (the "**Abramowitz Settlement Supplement**"), memorialized in a supplemental Additional RSA, that supplements the Abramowitz Settlement to indemnify Mr. Abramowitz in respect of costs for criminal, regulatory, administrative and/or other costs.

27. The Abramowitz Settlement Supplement is attached hereto as **Exhibit "G"**. Pursuant to this agreement, the Securities Claimant Trust will agree to reserve $1 million to indemnify Abramowitz for costs incurred in defense of criminal or regulatory proceedings and certain civil defense costs. It will also pay certain counsel fees, capped at $25,000.00, incurred prior to the Plan Implementation date.

28. For the reasons set out above, the Abramowitz Settlement Supplement is fair and reasonable in the circumstances.

II. Claims Administration

29. The $126 million in settlement funds will be held in a trust account ("**Trust Account**") for the benefit of the Securities Claimants.

30. The CCAA Representatives seek an order confirming the appointment of Epiq Class Action Services Canada Inc. ("**Epiq**") as the Claims Administrator to administer the Allocation & Distribution Scheme and to manage the Trust Account under the direction of the Trustees or their successors.

31. Attached and marked as **Exhibit "H"** is a description of Epiq's experience in class action notice and administration services. I am advised by Laura Bruneau, a representative of Epiq, and believe the following:

> Epiq is a subsidiary of Epiq Global, an international legal services firm.
>
> Epiq is a recognized leader in the legal notice and administrative services industry, with offices located in Canada; the Unites States of America; Europe and Asia. Epiq has thousands of employees, including attorneys with experience in class action litigation, paralegals, finance and banking experts, software engineers, in-house legal advertising specialists, graphic artists with extensive website design experience, and call center professionals.
>
> Epiq Canada operates out of offices located in Ottawa, Toronto, Ontario, and provides services nationwide in both official languages.
>
> Drawing on the expertise and experience of lawyers, project managers, financial personnel, IT managers, and others, Epiq and Epiq Canada provide class action legal noticing and settlement administration services. Epiq and Epiq Canada use a number of resources to study available class demographics, applicable guidelines, previous practices, and court rulings to ensure that legal noticing and administration programs that they design are optimally suited and properly administered.

32. Epiq has established a website at www.canntrustsecuritiessettlement.ca for the purpose of receiving and processing claims and providing information to Securities Claimants about the settlements.

33. I believe that Epiq has the requisite expertise and capability to effectively execute its duties as the Claims Administrator.

III. Notice

34. The CCAA Representatives seek an order authorizing the form and method of distributing the notice to Securities Claimants of the method of filing claims and the deadline for doing so.

35. The proposed Notice is attached as Schedule "B" to the draft Order. The Notice advises Securities Claimants of the procedure to file claims and the deadline for doing so.

36. The Notice will be disseminated in accordance with the proposed Notice Plan at Schedule "C" of the draft Order.

37. The Notice Plan is designed to reach Canadian and Non-US Securities Claimants (as defined in the CCAA Representation Order). This is because a notice has already been issued and targeted to U.S investors regarding the claims filing procedure. As contemplated by the CCAA Plan, on September 2, 2021, the court supervising the U.S. Class Action issued an order preliminarily certifying a U.S. settlement class and approving notice of the settlement approval hearing and claims filing procedure. A copy of the U.S. Court's September 2, 2021 order is marked and attached as **Exhibit "I".** A copy of the U.S. Court's December 2, 2021 judgment approving the settlements and confirming compliance with the notice plan is marked and attached as **Exhibit "J"**.

38. In my professional experience, the Notice Plan is similar to notice plans approved by Ontario courts in the context of securities class action settlements and will reach a substantial majority of the Canadian and Non-US Securities Claimants.

IV. Holdback

39. The Sanction Order approved the Allocation and Distribution Scheme ("**A&DS**"), which sets out the methodology by which settlement funds will be distributed to Securities Claimants. The A&DS contemplates a "**Holdback**" of settlement funds to fund litigation expenses, disbursements, taxes, adverse costs awards, and/or other liabilities.

40. The CCAA Representatives seek an order that the amount of the Holdback may be up to $10,000,000.00. The Holdback will be used to fund (i) continuing litigation against KPMG LLP; (ii) indemnities provided by the Securities Claimants Trust to certain directors and officers; (iii) costs and expenses of cooperating parties pursuant to the cooperation agreements with certain settling defendants; and (iv) other reasonable costs, expenses, and taxes of the Trustees and Securities Claimant Trust in accordance with the Trust Declaration.

A. Litigation with KPMG LLP

41. On the Plan Implementation Date, the Securities Claimant Trust will assume the rights to CannTrust Holdings' claim against KPMG LLP. The intention is to prosecute that claim concurrently with the Class Actions in parallel managed proceedings on the Commercial List for the benefit of Securities Claimants.

42. We expect vigorous procedural and substantive defences by KPMG LLP in respect of all claims against it. For example, KPMG LLP has already announced its intention to attempt to force CannTrust Holdings' claim into private arbitration and therefore require two separate proceedings to occur in two separate forums. Such an occurrence could substantially increase litigation expenses and increase the Securities Claimants' exposure to adverse costs.

43. In the circumstances CCAA Representative Counsel believe a reserve of $6,000,000.00 is appropriate to fund litigation expenses and adverse costs awards.

B. Indemnities

44. The CCAA Representatives' agreements with Peter Aceto, Eric Paul, and Ian Abramowitz each require the Securities Claimant Trust to maintain a reserve of $1,000,000 million to fund

indemnification for legal defense costs. Accordingly, $3,000,000.00 are necessary to hold back to satisfy these obligations.

C. Cooperation Expenses

45. Certain settling parties have agreed to cooperate with the plaintiffs in the continuing litigation. The cooperation agreements require the Securities Claimant Trust to cover certain legal cost and other expenses related to the cooperating parties' obligations.

46. CCAA Representative Counsel believe a reserve of $500,000.00 is sufficient to fund these obligations.

D. Trust Expenses

47. The Trustees will incur expenses in the administration of the Securities Claimant Trust as contemplated by the draft Trust Declaration, which is marked and attached as **Exhibit "K".** The parties expect the final Trust Declaration to be substantially in the form of the attached draft and to be finalized and executed before the Plan Implementation Date.

48. CCAA Representative Counsel believe a reserve of $500,000.00 is sufficient to fund these obligations.

49. Apart from the $3 million required to comply with the Securities Claimant Trust's indemnity obligations, the figures set out above for litigation, cooperation, and trust expenses are estimates and the funds actually used for those purposes may deviate from those estimates. The order sought will permit the Trustees to use those $7 million in Holdback funds for any of the purposes identified in this section without regard to the estimates set out above.

AFFIRMED BEFORE ME over video-teleconference in accordance with Ontario Regulation 431/20, with the affiant and the commissioner being located in the City of Toronto, in the Province of Ontario, this 6th day of December, 2021.

A Commissioner for taking Affidavits *(or as may be)*

Serge Kalloghlian

TAB 2-A

This is Exhibit “A” referred to in the Affidavit of

Serge Kalloghlian, sworn before me this

day of December 6th, 2021

____

A Commissioner, etc

Court File No. CV-20-00638930-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANNTRUST HOLDINGS INC., CANNTRUST INC., CTI HOLDINGS (OSOYOOS) INC. AND ELMCLIFFE INVESTMENTS INC.

AFFIDAVIT OF SERGE KALLOGHLIAN

(Sworn June 2, 2021)

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AFFIDAVIT OF SERGE KALLOGHLIAN

(Sworn June 2, 2021)

I, SERGE KALLOGHLIAN, of the City of Toronto, in the Province of Ontario, AFFIRM:

1. I am a partner at Kalloghlian Myers LLP, co-counsel to Patrick Hrusa and Dharambir Singh (the "**CCAA Canadian Representatives**") in these proceedings, and in the proposed class action against CannTrust Holdings Inc. ("**CannTrust Holdings**") and others bearing (Toronto) Court File No. 19-000625181-00CP in the Ontario Superior Court of Justice ("**Ontario Class Action**"). The statement of claim in the Ontario Class Action is attached as **Exhibit** "**A**".[1]

[1] The Fresh as Amended Statement of Claim is attached as a schedule to the Order of Justice Hainey dated January 28, 2020, appointing carriage to Ontario Class Action counsel. The Fresh as Amended Statement of Claim had not yet been issued as of the commencement of these insolvency proceedings.

2. Counsel to the CCAA Canadian Representatives is comprised of Henein Hutchison LLP ("**Henein**"), Strosberg Sasso Sutts LLP ("**Strosberg**"), A Dimitri Lascaris Law Professional Corporation ("**Lascaris**"), and Kalloghlian Myers LLP ("**Kalloghlian**") (together, "**CCAA Canadian Representative Counsel**").

3. Granite Point Master Fund, LP and Granite Point Capital Scorpion Focused Ideas Fund (the "**CCAA U.S. Representatives**" and together with the CCAA Canadian Representatives, the "**CCAA Representatives**") commenced a class action against CannTrust Holdings and others in the Southern District of New York bearing court file No. 1:19-CV-06396 (JPO) (the "**U.S. Class Action**"). The Complaint in that action is attached as **Exhibit "B".**

4. Counsel to the U.S. Class Action plaintiffs is Labaton Sucharow LLP in the United States and Weisz Fell Kour LLP in Canada ("**CCAA U.S. Representative Counsel**", and together with CCAA Canadian Representative Counsel, "**CCAA Representative Counsel**").

5. Where I use the terms "us", "our", or "we" in this affidavit, I am referring to myself and the other lawyers comprising CCAA Representative Counsel.

6. The Ontario Class Action and U.S. Class Action (together, the "**Class Actions**") assert claims against CannTrust Holdings and others on behalf of a global class of CannTrust shareholders.

7. On January 29, 2021, this court issued an order (the "**CCAA Representation Order**") (i) appointing the CCAA Representatives to represent the interests of all Securities Claimants (subject to some exclusions, discussed below) and (ii) appointing CCAA Representative Counsel as counsel to the Securities Claimants. The CCAA Representation Order is attached as **Exhibit** "**C**".

I swore an affidavit on January 20, 2021 in support of the CCAA Representation Order, which is attached (without exhibits) as **Exhibit "D"**.

8. The CCAA Representation Order authorizes CCAA Representative Counsel to take instructions from the CCAA Representatives and to act on behalf of the Securities Claimants in respect of their Securities Claims and related claims.

9. The CCAA Representation Order also authorizes the CCAA Representatives and CCAA Representative Counsel to enter into the RSA (defined below) and to negotiate, settle, and prosecute Securities Claimants' related claims against other defendants to the Class Actions and the insurers of those defendants.

10. Notice of the appointment of the CCAA Representatives and CCAA Representative Counsel was provided to Securities Claimants in accordance with the CCAA Representation Order. I am not aware of any Securities Claimants (other than those excluded from the Representation Order) that have indicated they do not want to be represented by the CCAA Representatives and CCAA Representative Counsel in connection with the CCAA Proceedings.

11. I have knowledge of the matters contained in this affidavit, except where stated to be based on information and belief, in which case I have indicated the source of that information and believe that information to be true.

12. I swear this affidavit in support of the Applicants' motion for an order approving the plan of compromise, arrangement and reorganization of CannTrust Holdings, CannTrust Inc. ("**CannTrust Opco**") and Elmcliffe Investments Inc. under the *Companies' Creditors*

Arrangement Act (the "**CCAA**") (as amended from time to time) ("**CCAA Plan**") in these proceedings (the "**CCAA Proceedings**").

13. No portion of this affidavit is meant to waive, nor should it be construed as a waiver of, solicitor-client, litigation, or any other privilege.

14. All capitalized terms used and not otherwise defined herein have the meanings given to them in the CCAA Plan.

I. OVERVIEW

15. Following months of complex negotiations with multiple parties facilitated by the Hon. Dennis O'Connor, Q.C. (the "**Court-Appointed Mediator**"), the CCAA Representatives and CCAA Representative Counsel reached agreements to resolve the Securities Claims against CannTrust Holdings and the related claims against a number of co-defendants to the Class Actions.

16. On January 19, 2021, the CCAA Representatives and CCAA Representative Counsel reached an agreement with the Applicants regarding a framework for the settlement of all Securities Claims against CannTrust Holdings and various related claims, a copy of which is attached and marked as **Exhibit "E"** (the "**RSA**").[2] The CCAA Plan implements the RSA settlement framework for the resolution of all Securities Claims against CannTrust Holdings and related claims against the co-defendants that have reached settlements with the CCAA Representatives and CCAA Representative Counsel, as detailed further below.

[2] The RSA is dated January 19, 2021. Following issuance of the Representation Order, the parties executed the joinder agreement dated January 29, 2021(attached to the RSA) whereby the CCAA Representatives and CCAA Representative Counsel became parties to the RSA.

17. In exchange for broad releases of their liabilities, upon the implementation of the CCAA Plan and satisfaction of certain preconditions, CannTrust Holdings, CannTrust Opco, the other Original Settlement Parties and the settling co-defendants will (i) collectively pay a total of approximately $83,000,000 into a trust (the "**Securities Claimant Trust**") to be established for the benefit of all holders of Securities Claims ("**Securities Claimants**"); and (ii) assign to the Securities Claimant Trust certain claims that they have against other co-defendants or their insurers ("**Assigned Claims**").

18. Below, I explain the rationale for entering into the RSA and the Additional RSAs with the Additional Settlement Parties and why I believe they are fair and reasonable.

II. THE CLASS ACTIONS

19. CannTrust Holdings is a publicly traded company and its shares were traded on the Toronto Stock Exchange ("**TSX**") and on the New York Stock Exchange ("**NYSE**"), under the ticker symbols "TRST" and "CTST" respectively, and elsewhere.

20. The Ontario and U.S. Class Actions arise out of the same circumstances and make substantially similar allegations. They allege that, among other things, CannTrust Holdings, its officers, and directors, made, or were involved in making, misrepresentations and failed to disclose material facts about CannTrust Holdings' compliance with applicable laws, regulations, and standards.

21. The Ontario and U.S. Class Actions allege (among other claims asserted) that the defendants are liable for misrepresentations to shareholders that acquired their shares (i) on the TSX, NYSE, or other secondary market pursuant to Parts XXIII.1 of the Ontario Securities Act and under Rule

10b-5 and s 10(b) of the United States Securities Exchange Act of 1934 ("**Secondary Market Claims**"); and (ii) pursuant to the May 2019 prospectus share offering pursuant to Part XXIII of the OSA and ss 11, 12(a)(2) and 15 of the United States Securities Act of 1933 ("**Prospectus Claims**").

22. The Class Actions allege that CannTrust Holdings' securities traded at artificially inflated prices due to the misrepresentations. Following its announcement on July 8, 2019 that it was in breach of regulations, the price of CannTrust Holdings' shares began to fall significantly on the TSX and the NYSE.

23. The Class Actions seek recovery of the losses sustained by investors because of those misrepresentations.

III. THE MEDIATION PROCESS

24. On March 31, 2020, the Applicants commenced these CCAA Proceedings and obtained an order for a stay of proceedings against them in Canada. The US Class Action was subsequently stayed pending the Mediation Process (defined below) by agreement of the parties.

25. On May 8, 2020, the Court made an order (the "**Mediation Order**") appointing the Court-Appointed Mediator, the Hon. Dennis O'Connor, Q.C. as a neutral third party to mediate a global settlement of the various securities actions and related claims made against CannTrust Holdings (the "**Mediation Process**").

26. Since the beginning of the Mediation Process, CCAA Representative Counsel, on behalf of the Securities Claimants, attended numerous formal mediation sessions with counsel to the

Applicants, the co-defendants, and the insurers and countless informal discussions with the Court-Appointed Mediator, the Monitor, and other mediation participants. At all times, CCAA Representative Counsel followed the directions of the Court-Appointed Mediator.

27. In January 2021, following protracted negotiations over six months, with the assistance of the Court-Appointed Mediator and the Monitor, the CCAA Representatives and the Applicants reached the agreement reflected in the RSA. In the five months since then, additional settlements have been reached with the following co-defendants to the Class Actions:

(a) Eric Paul and the Paul Family Trust (the "**Paul Settling Parties**");

(b) Canaccord Genuity Corp., Canaccord Genuity LLC, Citigroup Global Markets Inc., Citigroup Global Markets Canada Inc., Credit Suisse Securities (Canada) Inc., Credit Suisse Securities (USA) LLC, Jefferies Securities, Inc, Jefferies LLC, Merrill Lynch Canada Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, and RBC Dominion Securities Inc. (the "**Underwriters**");

(c) Mark Ian Litwin, Fred Litwin, Stan Abramowitz, Cannamed Financial Corp., Forum Financial Corporation, Mar-Risa Holdings Inc., York Capital Funding Inc., and Sutton Management Limited (the "**Litwin Group**");

(d) Ian Abramowitz; and

(e) Kenneth Brady Green.

28. The CCAA Representatives have also entered into an agreement with Zola Finance Holdings Ltd. and Igor Gimelshtein (the "**Zola Plaintiffs**") to transfer their Securities Claims and certain related claims against CannTrust Holdings and the co-defendants to the Securities Claimant Trust in exchange for a payment of $3.25 million.

29. As I explain below, it is CCAA Representative Counsel's view that each of these agreements in fair, reasonable, and in the best interests of the Securities Claimants.

IV. CCAA REPRESENTATIVE COUNSELS' CONSIDERATIONS IN NEGOTIATING THE SETTLEMENTS

A. Factual and Legal Investigation Supporting the Settlement

30. In coming to these settlement agreements, CCAA Representative Counsel conducted extensive legal and factual investigation, including:

(a) reviewing CannTrust Holdings' public disclosure documents and other publicly available information regarding CannTrust Holdings;

(b) holding discussions with a CannTrust Holdings whistleblower and obtaining relevant emails;

(c) retaining and communicating with private "fact" investigators;

(d) identifying and interviewing potential "fact" witnesses;

(e) communicating to date with over 1,000 individuals identifying themselves as Securities Claimants;

(f) retaining a cannabis consultant to advise counsel;

(g) retaining Cyrus Khory, managing director at Froese Forensic Partners Ltd., to provide an expert opinion regarding applicable accounting standards;

(h) retaining Professor Efrim Boritz, Ph.D., FCPA, FCA, CISA, to provide an expert opinion regarding applicable auditing standards;

(i) retaining James Miller to provide an expert opinion regarding applicable underwriting standards;

(j) retaining Sunita Surana, Ph.D., of Forensic Economics to provide an expert economic opinion on market efficiency, materiality, and damages;

(k) reviewing CannTrust Holdings' responsive insurance policies and other non-public information provided to CCAA Representative Counsel in the course of the Mediation Process; and

(l) considering the written mediation briefs, information and documents provided, and positions taken by the parties during the Mediation Process.

31. CCAA Representative Counsel believes there was more than adequate information available from which to make an appropriate recommendation concerning the resolution of the claims against the settling defendants and to resolve certain matters with the Zola Plaintiffs. As mentioned above, the Court-Appointed Mediator was heavily involved in the Mediation Process and in the negotiation of the settlements reached with most of the defendants noted above.

B. Damages Estimates

32. In assessing the reasonableness of the settlement values, we were guided by the advice of our damages expert, Dr. Sunita Surana. Dr. Surana provided us with an estimate of damages to Securities Claimants using the statutory damages formulas in Part XXIII.1 of the *OSA*.

33. Damages estimates are based largely on trading models and various assumptions, the results of which could vary from actual trading patterns. Damages estimates also depend on the dates of the alleged misrepresentations and corrective disclosures, the price impact on securities of those events, and the existence of confounding information on the stock price reaction. Changes to the underlying assumptions, or to the misrepresentation or correction dates could cause significant differences in estimates.

34. Based on CCAA Representative Counsel's allegations and other assumptions and instructions provided to her, Dr. Surana estimated aggregate damages to Securities Claimants of approximately $510 million. Of those damages, approximately $48 million are attributable to Prospectus Claims, and $461.5 million are attributable to Secondary Market Claims.

35. We were guided by this estimate, but were also cognizant that it is common for defendants to produce opinions which make different assumptions and put forth lower damages figures.

36. Moreover, in the event that this case went to trial and the plaintiffs were successful, the actual damages to be paid may only be for claims actually filed by class members. For a variety of reasons, significantly less than 100% of class members generally file claims. Although claim rates vary from case to case, to our knowledge, it is never the case that all class members file claims in a case of this nature. Therefore, actual payable damages would be some portion of the experts' estimated damages figures if the matter proceeded to trial and the defendants succeeded in establishing that damages should be only on claims filed.

C. CannTrust Holdings' Claim Against KPMG LLP

37. KPMG LLP ("**KPMG**") was the auditor of CannTrust Holdings during the period that it issued false and misleading financial statements. KPMG is a defendant in the Class Actions and faces statutory claims by shareholders that acquired CannTrust Holdings' shares on the TSX or NYSE, or in the May 2019 prospectus offering.

38. Early in the Mediation Process, CCAA Representative Counsel concluded that CannTrust Holdings also had a potentially valuable auditor's negligence claim against KPMG, although no such claim had been asserted. As discussed later in this affidavit, our assessment of the significant value of this claim was a critical factor in our determination to enter into the RSA instead of seeking a judgment against CannTrust Holdings.

39. CannTrust Holdings' potential claim against KPMG is for breach of contract, negligence, negligent misrepresentation, and negligent performance in connection with its audit of CannTrust's 2018 annual financial statements and Q1 2019 review engagement. Counsel to KPMG have been aware of the intention of the CCAA Representatives to pursue CannTrust

Holdings' potential claim against KPMG for several months and at least since the RSA was entered into.

40. On April 22, 2021, I wrote to counsel to KPMG regarding tolling of limitation periods for CannTrust Holdings' claim against it. Following their response to that letter, on May 3, 2021, I provided a draft statement of claim to KPMG's counsel advising that should we fail to reach an agreement, we would demand that CannTrust Holdings issue the claim through independent counsel to ensure that CannTrust Holdings' claim against KPMG that was to be assigned to the Securities Claimant Trust was not prejudiced by the passage of time. A copy of the draft statement of claim sent to KPMG's counsel is attached as **Exhibit** "**F**", with certain redactions to confidential information. Copies of the correspondence between me and KPMG's counsel are attached as **Exhibits** "**G-1**" to "**G-5**".

41. The draft claim alleges that KPMG owed a duty to CannTrust Holdings to conduct its audit and review engagements in accordance with applicable professional audit standards and practices. The gravamen of the claim is that had KPMG conducted a proper audit, CannTrust Holdings would have stopped the illegal activity and would not have issued US $230 million worth of shares in May 2019, thereby worsening its financial condition by incurring liabilities it was rendered unable to satisfy.

42. In consultation with our expert, we estimate potential damages in the proposed action to be well in excess of $270 million with reference to the damages analysis from *Livent v Deloitte & Touche*.

D. Settlements Parties' Claims against Insurers

43. As indicated in previous affidavits filed in these proceedings, CannTrust Holdings' insurers have denied coverage to it in respect of the Class Action claims. Pursuant to the CCAA Plan, the claims of CannTrust Holdings and other Settlement Parties against the Insurers will be transferred to the Securities Claimant Trust. The CCAA Plan provides a mechanism to allow continued litigation against such Settlement Parties solely for the purpose of establishing liability in order to collect from responsive insurance policies. In our view, the claims of CannTrust Holdings and other Settlement Parties against the Insurers have significant value.

44. CCAA Representative Counsel are engaged in continuing negotiations with the Insurers and hope to reach a resolution prior to the implementation of the CCAA Plan.

E. Risks and Challenges to Continued Litigation

45. Despite our view of the strength of the claims against CannTrust Holdings, a number of factors in this case presented a risk to the ultimate recovery from it and the other defendants. In this section I describe the risks and factors applicable to the litigation as a whole (which are in addition to the general risks associated with complex litigation). The specific claims made against each defendant other than CannTrust Holdings and the considerations regarding the settlement of those claims are discussed later in this affidavit.

(i) CannTrust Holdings' Ability to Satisfy a Judgment

46. The most significant factor in negotiating the settlement with CannTrust Holdings was its ability to satisfy a judgment. It has always been our view that the case against CannTrust Holdings

was very strong on the merits, and that the plaintiffs would prevail in establishing damages at trial well in excess of the $50,000,000 settlement payment contemplated by the RSA.

47. Nevertheless, since CannTrust Holdings was and remains in a precarious financial situation and its insurers had denied coverage, any judgment would likely result in a contested liquidation over CannTrust Holdings' assets. The extent to which the Securities Claimants could collect on a judgment was therefore questionable and the time it would take to obtain a recovery was unknown. Accordingly, and as discussed further below, counsel determined that it was reasonable for the Securities Claimants to enter into the RSA and work with CannTrust Holdings either to pursue litigation against, or obtain settlements with, the insurers and co-defendants to the Class Actions. For this reason, the Assigned Claims represented an important potential source of recovery for the Securities Claimants which they would not have had without the RSA.

(ii) Part XXIII.1 Liability Limits

48. Damages under Part XXIII.1 are subject to liability limits. For the issuer (i.e. CannTrust Holdings) the liability limit is equal to 5% of the company's market capitalization at the time of the misrepresentation. The liability limit may not be lifted under any circumstances.

49. It is uncertain how a court would apply the liability limits to a case with multiple misrepresentations such as those alleged in the Ontario Class Action. If this action proceeded to trial, we expect that CannTrust Holdings would argue that that the liability for the Part XXIII.1 claims against it were capped at approximately $43 million.

50. In the case of an officer or director, the limit is the greater of \$25,000 and 50% of the individuals' compensation from CannTrust Holdings over the 12 month period preceding the date the misrepresentation was made. This liability limit may be lifted only if the plaintiff proves the individual made the misrepresentation with knowledge. The liability limits, if applied to the individual defendants, would limit recoveries to amounts that were not significant relative to the current settlement amounts.

(iii) Common law, conspiracy, and oppression claims

51. The Ontario Class Action asserts claims in negligence, negligent misrepresentation, conspiracy, and oppression. These claims present their own substantive and procedural issues, including (i) uncertainty as to the applicability and merits of such causes of action in the circumstances, (ii) calculation of damages on these fact patterns under these claims; and (iii) the possibility of significant individual issues following the common issues trial.

V. THE SETTLEMENTS

A. The RSA

52. The settlement reflected in the RSA is with the Applicants, Mark Dawber, Greg Guyatt, John Kaden, Robert Marcovitch, Shawna Page, Ilana Platt, Mitchell Sanders and Cajun Capital Corporation (the "**Original Settlement Parties**"). In exchange for releases of liability:

(a) CannTrust Holdings will pay a "**Cash Contribution**" of \$50,000,000 to the Securities Claimant Trust;

(b) the Original Settlement Parties will assign their Assigned Claims to the Securities Claimant Trust; and

(c) CannTrust Holdings will provide information and cooperation to the plaintiffs in the prosecution of the continuing litigation.

53. The CCAA Representatives' compromise with the Original Settlement Parties was driven primarily by CannTrust Holdings' ability to pay, the anticipated value of their cooperation against other defendants, the anticipated impact of a settlement with the Original Settlement Parties on our negotiations with other defendants, and the anticipated significant value of their Assigned Claims, including CannTrust Holdings' potential claim against KPMG and the potential claims against Insurers of the directors and officers who are Original Settlement Parties.

54. The Original Settlement Parties other than CannTrust Holdings were not required to make separate monetary contributions. The Original Settlement Parties other than the Applicants were those directors and officers of CannTrust Holdings with respect to whom no evidence of wrongdoing was found during its internal investigation. Our decision not to require separate contributions from such persons was informed by that fact, as well as by our understanding that such persons were not material sources of recovery because they had limited legal or financial exposure relative to the $50,000,000 payment and/or did not have the capacity to make a meaningful contribution to a settlement thereby making litigation against these parties uneconomic.

55. CCAA Representative Counsel believe that the settlement reflected in the RSA is superior to the result that could be obtained through a judgment and contested liquidation of CannTrust Holdings' assets. In coming to this conclusion, we had regard to and considered the following:

(a) the RSA provided an orderly mechanism for the CCAA Representatives, with CannTrust Holdings' help to obtain additional settlements and provide releases to additional parties;

(b) the Assigned Claims, particularly against the Insurers and KPMG LLP, had significant value; and

(c) the RSA provided a mechanism to prosecute, on an expedited basis, the remaining Class Action claims and Assigned Claims in a single forum.

56. As indicated above, the significant value of CannTrust Holdings' Assigned Claims, and specifically, its claim against KPMG, was fundamental to the decision of the CCAA Representatives to enter into the RSA. CCAA Representative Counsel would not have agreed to the settlement payment of $50,000,000 without confirmation that the Assigned Claims and, in particular, CannTrust Holdings' claim against KPMG, would be assigned to the Securities Claimant Trust where the class action counsel could pursue recovery along with the other claims held by the Securities Claimant Trust.

57. Often, as here, where continuing litigation remains after some parties have settled in a class action, a distribution will be made to class members. Class counsel will continue the class action on behalf of the class against any remaining defendant(s), and if there is recovery, there will be a further distribution.

58. Here, the Securities Claimant Trust was an essential component of the RSA because the continuing litigation will involve both the Class Actions and the Assigned Claims. The Securities Claimant Trust is the mechanism through which the Securities Claimants will enjoy the benefits of the settlement proceeds from CannTrust Holdings and the Additional Settlement Parties, and through which they seek to realize the value of the remaining Assigned Claims alongside the Class Action claims.

59. I understand that KPMG objects to CCAA Representative Counsel acting as Trustee to the Securities Claimant Trust. I believe it would be against the Securities Claimants' interests to place

control of this litigation in the hands of someone other than counsel which has been appointed to act on behalf of the Securities Claimants. There are several reasons for why I hold this view:

(a) My co-counsel and I have worked on this matter for nearly two years and have developed a deep knowledge and understanding of the legal and factual issues in dispute;

(b) Appointing a different trustee (and hence counsel) to conduct the litigation of the Assigned Claims would eliminate the synergies and efficiency the RSA was designed to create for the continuing litigation;

(c) CCAA Representatives will be deprived of their choice of counsel, who this court already found was the counsel group best-suited to pursue this litigation;

(d) It will create unnecessary expense, complication, and the risk of inconsistent results in litigation being conducted over the same or similar facts for the benefit of the Securities Claimants, thereby potentially prejudicing them;

(e) It would be inconsistent with the Class Proceedings Act's goals of judicial economy, access to justice, and behaviour modification; and

(f) It is inconsistent with the party autonomy in litigation to permit a defendant to select the party and counsel against whom the defendant will be litigating.

B. Eric Paul and the Paul Family Trust

60. Eric Paul is the former CEO of CannTrust Holdings and Chairman of its board of directors. The Paul Family Trust is an entity that co-owned (together with members of the Litwin Group) Cannamed Financial Corp. ("**Cannamed**").

61. Eric Paul faces both Secondary Market Claims and Prospectus Claims. Cannamed faces only Prospectus Claims. The exposure to liability of the Paul Family Trust arises from its ownership of Cannamed and its participation with it in sales of CannTrust Holdings shares. Eric Paul and Cannamed are defendants in the Class Actions.

62. The CCAA Representatives, the Paul Settling Parties and the CannTrust Group entered into Minutes of Settlement effective as of May 20, 2021 (the "**Paul Settlement**") pursuant to which, among other things: (i) the Paul Settling Parties agreed to make a Cash Contribution of $12 million to the Securities Claimant Trust, (ii) Eric Paul agreed to assign his claims against his insurer; and (iii) the Paul Settling Parties agreed to support the CCAA Plan in a manner consistent with the RSA. A copy of the Paul Settlement is attached as **Exhibit** "**H**".

63. CCAA Representative Counsel believe the claims against Eric Paul and the Paul Family Trust are strong. These settlements were informed in part by CCAA Representatives Counsels' understanding of the parties' ability to satisfy a judgment.

64. As a result of the settlement and the transfer of his Assigned Claims, Eric Paul gave up his rights to insurance coverage that would respond to regulatory or criminal proceedings. Accordingly, the Paul Settlement provides that the Securities Claimant Trust will reserve $1 million in respect of legal costs to defend against any such proceedings. Any such funds remaining after the final disposition of such proceedings would revert back to the Securities Claimant Trust.

65. For the reasons set out above, CCAA Representative Counsel believe that the Paul Settlement is fair and reasonable.

C. The Underwriters

66. The Underwriters acted as underwriters in connection with the May 2019 offering of CannTrust Holdings shares and are defendants in the Class Actions.

67. The CCAA Representatives, the Underwriters, and the CannTrust Group entered into Minutes of Settlement effective as of April 27, 2021 (the "**Underwriters Settlement**") pursuant to which, among other things: (i) the Underwriters agreed to make a Cash Contribution of US $8 million to the Securities Claimant Trust; and (ii) the Underwriters agreed to support the CCAA Plan in a manner consistent with the RSA. A copy of the Underwriters Settlement is attached as **Exhibit "I"**.

68. The Underwriters faced Prospectus Claims. To succeed in these claims, the plaintiffs would have to prove that the Underwriters did not conduct a reasonable investigation into whether the prospectus contained a misrepresentation.

69. While it has always been our view that the claims against the Underwriters had merit and we would prevail at a trial, there was risk in prosecuting these claims. Among other things, we expect the Underwriters would vigorously dispute that they did not comply with due diligence standards, argue that primary market damages were significantly lower than our experts' estimate of $48.3 million, and that primary market purchasers could not establish "traceability" (i.e. that they would not be able to prove that their shares were purchased pursuant to the offering). We also expect they would argue that the joint and several liability claim under s. 130 is not available to shares distributed in the United States.

70. Given the estimated damages and the attendant risks, CCAA Representative Counsel believe that the Underwriters Settlement is fair and reasonable.

D. The Litwin Group

71. The Litwin Group is comprised of:

(a) Mark Litwin – a former director of CannTrust Holdings and member of its audit committee;

(b) Stan Abramowitz – a former secretary of CannTrust Holdings;

(c) Fred Litwin – who controlled a significant amount of CannTrust Holdings shares; and

(d) Cannamed, Mar-Risa Holdings Inc., York Capital Funding Inc., and Sutton Management Limited – significant CannTrust Holdings shareholders.

72. The CCAA Representatives, the Litwin Group and the CannTrust Group entered into Minutes of Settlement effective as of May 24, 2021 (the "**Litwin Settlement**") pursuant to which, among other things: (i) the Litwin Group agreed to make a Cash Contribution of $11 million to the Securities Claimant Trust; (ii) Mark Litwin and Stanley Abramowitz agreed to assign their claims against the Insurers; and (iii) the Litwin Group agreed to support the CCAA Plan in a manner consistent with the RSA. A copy of the Litwin Settlement is attached as **Exhibit** "**J**".

73. Mark Litwin and Stan Abramowitz face Secondary Market Claims in their capacities as director and officer of CannTrust Holdings. Mark Litwin also faces a Prospectus Claim in his capacity as a director. Fred Litwin controlled significant amounts of CannTrust Holdings shares. Fred Litwin is not a defendant in any of the Class Actions, however, he faces a $12.67 million claim by the Zola Plaintiffs in connection with a direct sale of 1,000,000 shares to them in September 2018. As discussed below, the CCAA Representatives have acquired the rights to those claims.

74. As with the Original Settlement Parties, CannTrust Holdings' special committee investigation did not find any evidence that either Mark Litwin or Stan Abramowitz were guilty

of any wrongdoing. We are similarly not aware of any findings that Fred Litwin was involved in, or had knowledge of, any wrongful conduct.

75. The remaining members of the Litwin Group (Mar-Risa Holdings Inc., York Capital Funding Inc., and Sutton Management Limited) have exposure to the Prospectus Claims against Cannamed, which they co-owned with the Paul Family Trust. Their exposure to liability arises from their ownership of Cannamed and their participation with it in sales of CannTrust Holdings shares.

76. A selling shareholder such as Cannamed does not have access to the reasonable investigation defense under section 130 of the OSA. Accordingly, it is our view that our case against those entities is strong. However, we expect that those defendants would make similar arguments to the Underwriters regarding the quantum of damages and traceability problems.

77. Given the totality of the circumstances, it is CCAA Representative Counsel's view that the Litwin Settlement is fair and reasonable.

E. Ian Abramowitz

78. Ian Abramowitz is a former officer and director of CannTrust Holdings and is a defendant in the Class Actions.

79. The CCAA Representatives, Mr. Abramowitz, and the CannTrust Group entered into Minutes of Settlement effective as of May 5, 2021 (the "**Abramowitz Settlement**") pursuant to which, among other things: (i) Mr. Abramowitz agreed to assign any Assigned Claims against Insurers that he may have to the Securities Claimant Trust, excluding any claims, rights or entitlement that he may have to insurance coverage for criminal, regulatory or administrative

proceedings; (ii) Mr. Abramowitz will provide cooperation to the plaintiffs; and (iii) Mr. Abramowitz agreed to support the CCAA Plan in a manner consistent with the RSA. A copy of the Abramowitz Settlement is attached as **Exhibit** "**K**".

80. Mr. Abramowitz faced Secondary Market Claims in his capacity as an officer of CannTrust Holdings. The settlement with Mr. Abramowitz was driven by his ability to pay. We were satisfied that he did not have sufficient assets to make a meaningful contribution. Given that he was CannTrust Holdings' chief financial officer prior to February 19, 2019, it was our view that his cooperation would be valuable in pursuing claims against KPMG.

81. The settlement provides that the Securities Claimant Trust will pay costs of Abramowitz's legal representation to aid in his cooperation obligations up to a maximum of $100,000.

82. Given the circumstances, it is CCAA Representative Counsel's view that the Abramowitz Settlement is fair and reasonable.

F. Brady Green

83. Kenneth Brady Green is the former head grower of CannTrust Opco and is a defendant in the Class Actions. The CCAA Representatives agreed to settle with Mr. Green in exchange for his cooperation.

84. Brady Green faces Secondary Market Claims. It is our understanding that he does not have sufficient assets to make a meaningful contribution. Given Mr. Green's role with respect to the operations of CannTrust Opco, our view is that his cooperation will be valuable in pursuing claims against KPMG.

85. In the circumstances, it is CCAA Representative Counsel's view that the settlement with Mr. Green is fair and reasonable.

G. Zola Plaintiffs

86. The CannTrust Group, the CCAA Representatives and the Zola Plaintiffs entered into a restructuring support agreement as of May 5, 2021 (the "**Zola RSA**"). A copy of the Zola RSA is attached as **Exhibit** "**L**".

87. The Zola Plaintiffs are Securities Claimants and fall under the definition of class members in the Ontario Class Action. However, they were excluded from the CCAA Representation Order and have their own counsel in these proceedings. The Zola Plaintiffs filed a proof of claim in these proceedings for voting purposes at the meeting of the Securities Claimants to vote on the CCAA Plan in the amount of $45 million. From before the commencement of the CCAA Proceedings, they announced an intention to opt out of the Ontario Class Action and pursue their own claims. The Zola Plaintiffs commenced an individual action against CannTrust Holdings and others in November of 2019. The statement of claim in that action is attached as **Exhibit** "**M**" ("**Zola Action**").

88. The Zola Action names many of the same defendants and many of its allegations and causes of action overlap with the Ontario Class Action. It also makes unique allegations and claims based on the Zola Plaintiffs' direct conversations with Eric Paul and Peter Aceto, as well as its direct purchase of shares from Fred Litwin (who is not named in any of the Class Actions).

89. It was desirable for the CCAA Representatives to acquire these claims and secure the Zola Plaintiffs' support for the RSA settlement framework so they could (i) offer global releases to

defendants that wished to settle; and (ii) strengthen the plaintiffs' position in any continuing litigation.

90. For the reasons set out above, it is CCAA Representative Counsel's view that the agreement with the Zola Plaintiffs has been a net benefit to the Securities Claimants and that it is fair and reasonable.

H. Conclusion on Settlements

91. In light of all the above considerations, it is CCAA Representative Counsel's opinion that the settlements described are fair and reasonable to the Securities Claimants.

VI. ALLOCATION & DISTRIBUTION SCHEME

92. The proposed CCAA Sanction Order would approve the Allocation & Distribution Scheme ("**A&DS**") which is appended to the CCAA Plan as Schedule "B", and authorize each of the CannTrust Plan Companies, the Monitor, the CCAA Representatives, CCAA Representative Counsel and the Trustees of the Securities Claimant Trust to do all things necessary to implement it.

93. The proposed A&DS prescribes the process for Securities Claimants to seek compensation from the net proceeds of the settlements. The A&DS is designed to provide compensation to Securities Claimants based on:

(a) The period in which CannTrust shares were acquired by the Securities Claimant;

(b) The date on which the shares were sold or if they are still held by the Securities Claimant; and

(c) whether the shares were acquired pursuant to the May 2019 offering or on the secondary market.

94. Under the A&DS, claimants would file claims with details of their trading in CannTrust Holdings' shares. The claims administrator will use this information to determine where the shares were acquired, the dates of acquisition and disposition, and each claimant's losses.

95. Only claims by persons that acquired shares during the period between June 1, 2018 and September 17, 2019 are eligible for compensation. Excluded from eligibility are the defendants in the Class Actions and certain persons related to them.

96. In creating the methodology in this A&DS, we were advised by our expert Dr. Sunita Surana. We believe the methods to be employed under the A&DS are fair and well-recognized methods.

A. Calculation of a Claimant's Entitlement

97. The net settlement funds will be distributed to claimants on a pro-rata basis based upon each claimant's "Recognized Claim". The key steps in calculating the Recognized Claim for each claimant are set out below.

Step 1: Recognized Loss Amount Per Share

98. The claims administrator will first calculate the "Recognized Loss Amount" for shares acquired by the claimant in CannTrust Holdings' May 2019 offering ("**Offering Shares**") and those purchased on the secondary market ("**Secondary Shares**").

99. First, the administrator will convert to CAD any purchase and sale amounts for shares acquired or disposed of in currencies other than CAD.

100. Next, the Recognized Loss Amount for each Offering Share and Secondary Share is calculated using the formulas set out in the chart below (from paragraph 10 of the A&DS) and with reference to the Share Inflation figures at Table A (from paragraph 11 of the A&DS):

Date of Sale of Shares acquired during the Class Period	**Recognized Loss Amount per Share**
June 1, 2018 – July 7, 2019	$0
July 8, 2019 – September 16, 2019	The lesser of: (i) the Share Inflation on the date of purchase minus the Share Inflation on the date of sale; or (ii) the Purchase Price minus the Sale Price.
September 17, 2019 – September 30, 2019	The lesser of: (i) the Share Inflation on the date of purchase; or (ii) the Purchase Price minus the Sale Price.
October 1, 2019 – March 5, 2021	The lesser of (i) the Share Inflation on the date of purchase; (ii) the Purchase Price minus CAD$1.70; or (iii) the Purchase Price minus the Sale Price.
Held as of the closing on March 5, 2021	The lesser of (i) the Share Inflation on date of purchase; or (ii) the Purchase Price minus CAD$1.70.

TABLE A – SHARE INFLATION	
Purchase/Acquisition or Sale Date Range	**Artificial Inflation Per Share**
June 1, 2018 – September 30, 2018	CAD$1.29
October 1, 2018 – July 7, 2019	CAD$5.02
July 8, 2019 – July 9, 2019	CAD$3.57
July 10, 2019 – July 11, 2019	CAD$3.05

TABLE A – SHARE INFLATION	
July 12, 2019 – July 15, 2019	CAD$2.57
July 16, 2019 – July 23, 2019	CAD$2.09
July 24, 2019 – August 11, 2019	CAD$1.41
August 12, 2019 – September 16, 2019	CAD$0.24
September 17, 2019 before 3:13 p.m. ET[3]	CAD$0.24
September 17, 2019 at or after 3:13 p.m. ET and thereafter	CAD$0.00

101. As explained further below, the date ranges and figures in Table A are based on Dr. Surana's analyses of the artificial inflation of CannTrust Holdings' share prices during different periods of time.

Step 2: Risk Adjusted Loss

102. The Recognized Loss Amounts for Offering Shares and Secondary Shares are multiplied by the risk adjustment in the following chart to obtain the "Risk Adjusted Loss":

Type of Share	Risk Adjustment
Offering Share	1
Secondary Share	0.8

103. As explained below, the risk adjustment factors are based on CCAA Representative Counsel's view of the strength of the Prospectus Claims as compared to the Secondary Market Claims.

[3] Trading at prices at or below CAD$1.85 will be deemed to have occurred after 3:13 p.m. ET.

Step 3: Recognized Claim

104. The claims administrator will determine each claimant's Recognized Claim by calculating the sum of the Risk Adjusted Loss for each of the claimants' Offering Shares and Secondary Shares.

Step 4: Pro Rata Allocation

105. After the claims administrator has calculated each claimant's Recognized Claim, the net settlement fund will be distributed on a pro-rata basis to eligible claimants based on their Recognized Claim.

106. Claimants whose *pro rata* entitlement is less than CAD $50.00 will not be paid out. Instead, such amounts will be allocated *pro rata* to other eligible claimants with *pro rata entitlements* equal to or greater than CAD$50.00

Step 5: Payments to Claimants

107. The claims administrator will make payments to claimants by either bank transfer or by cheque.

Step 6: Remaining Amounts

108. If a claimant does not cash a cheque within six (6) months after the date of the cheque, the claimant will forfeit the right to compensation. Any funds remaining in the Class Compensation Fund six (6) months after the initial distribution of such funds will be redistributed to claimants

that have cashed their initial distributions and would receive at least $50.00 on such additional redistribution in a manner consistent with the A&DS. Any funds remaining after the redistribution will be reallocated amongst eligible claimants in the manner set out above, if feasible. If CCAA Representative Counsel determine that further redistribution is not feasible, then the remaining amounts may be donated to charity.

B. Calculating Damages under the OSA and PSLRA

109. The A&DS reflects elements of the damages calculation rules under the OSA and the Private Securities Litigation Reform Act of 1995 ("**PSLRA**").

110. Damages for Part XXIII.1 claims are calculated pursuant to s. 138.5 of the OSA. Section 138.5(1) (essentially) assesses damages following a corrective disclosure as the difference between the acquisition price of the security and the sale price of the security, i.e. the full price decline between the date of purchase and sale. For securities still held 10 days following the correction, the sale price is limited to a floor equal to the 10 day volume weighted average price of the securities following the public correction. However, the decline in price between those dates could be a result of factors other than the disclosure of the misrepresentation. Section 138.5(3) of the OSA therefore limits damages to the amount of the price decline that is attributable to the misrepresentation.

111. I am advised by U.S. CCAA Representative Counsel that while the PSLRA includes a cap on recoverable damages (discussed below), it does not include a specific method of calculating damages in securities fraud actions. However, over the years, the caselaw has established certain standards. Most importantly, damages are limited to declines in the security's price that were

caused by (a) a corrective disclosure, or (b) public materializations of a fraudulently concealed risk.

112. I am also advised by my U.S co-counsel that to determine causation, U.S. courts usually look to the single day price decline following the corrective disclosure or risk materialization following removal of all market and industry effects, as well as all company-specific effects that were not related to the alleged fraud. The foregoing is subject to the PSLRA cap, which prohibits recoveries that exceed the difference between the price paid for the security and the 90-day average trading price following the corrective disclosure or such materialization.

C. Artificial Inflation, Dates, and Risk Adjustment Factors

113. In this section I discuss the rationale and methodology we employed to arrive at date ranges, artificial inflation numbers, and the risk adjustment factors.

Artificial Inflation and Date Ranges

114. Artificial inflation refers to the portion of a share's price that is attributable to one or more misrepresentations.

115. To determine the artificial inflation figures, Dr. Surana conducted an analysis of CannTrust Holdings' share price reaction to various public announcements related to the alleged misrepresentations in the Class Actions. This analysis was based on instructions and assumptions that we provided to her, which were based on the allegations and case theories in the Class Actions, as well as the OSA and PSLRA damages principles described earlier.

116. Dr. Surana's analysis showed that CannTrust Holdings' share price was artificially inflated by different amounts at different periods of time between June 1, 2018 and September 17, 2019. This is because different alleged misrepresentations began at different times, and because the artificial inflation declined, but not completely, after certain "partial corrections" of the misrepresentations.

117. For example, the Ontario Class Action alleges that CannTrust Holdings made separate misrepresentations about compliance at its facility in Vaughan ("**Vaughan Misrepresentation**") and its facility in Niagara ("**Niagara Misrepresentation**"). It alleges that the Vaughan Misrepresentation began on June 1, 2018, and that the Niagara Misrepresentation began on October 1, 2018. Based on Dr. Surana's analysis, the Niagara Misrepresentation caused a higher amount of artificial inflation to CannTrust Holdings' shares than the Vaughan Misrepresentation.

118. Accordingly, the artificial inflation between June 1 and September 30, 2018 (when only the Vaughan Misrepresentation was outstanding) was $1.29. But starting on October 1, 2018 (when the Niagara Misrepresentation began), artificial inflation increased to $5.02. This artificial inflation amount reflects both of the misrepresentations' effect on the share price.

119. The artificial inflation amounts began to decrease on July 8, 2019, as the alleged misrepresentations were partially corrected through a series of public announcements. According to our case theory and Dr. Surana's analysis, the shares had no artificial inflation after September 17, 2019.

120. The Recognized Loss Amount formulas calculate the net amount of artificial inflation that a claimant paid for a share by subtracting the artificial inflation at time of sale from the artificial

inflation at time of purchase ("**Net Inflation**"). For example, a claimant that bought a share on October 2, 2018 paid $5.02 of artificial inflation for that share. But if that share is sold on July 9, the price received for that share will include $3.57 of artificial inflation from which the claimant will benefit. At the end of the transaction, the claimant will be out of pocket $1.45 worth of artificial inflation for that share.

121. Similarly, if a share was acquired on June 5, 2018 with artificial inflation of $1.29, and sold on October 5, 2018 at a price that included $5.02 of artificial inflation, then the claimant would be receiving more by way of artificial inflation at sale than was paid for at purchase. In such an instance, the net artificial inflation would be $0.00 for that share (as paragraph 10 of the A&DS limits the Recognized Loss Amount for any particular disposition of securities to no less than zero).

122. The Recognized Loss Amount is the lesser of the Net Inflation or the actual loss (purchase price – sale price) on the sale for shares disposed of prior to September 30, 2019. For shares held after that date, the sale price "floor" is $1.70, which is the 10-day volume weight average price following the last alleged correction.

Risk Adjustment Factors

123. A claimants' Recognized Loss Amount will be multiplied by the Risk Adjustment Factor to calculate the Recognized Claim. The purpose of the Risk Adjustment Factor is to reflect CCAA Representative Counsel's view that the Prospectus Claims (both under the OSA and U.S. securities laws) have higher prospects of recovery than Secondary Market Claims. Among other things, under the OSA, Prospectus Claims have no liability limit, and are not subject to a preliminary test for leave as are Secondary Claims.

D. The Zola Plaintiffs' Concerns with the A&DS

124. On May 28, 2021, counsel to the Zola Plaintiffs sent me a letter communicating their concerns regarding the A&DS. The letter is attached as **Exhibit** "**N**".

125. The letter explains that the Zola Plaintiffs acquired their shares in the period between September 26-28, 2018, for which the A&DS attributes $1.29 Share Inflation. By contrast, if they had purchased the shares a few days later, on October 1, 2018, their Share Inflation would be $5.02 per share.

126. The letter explains the Zola Plaintiff's view that any decisions, preparations, and ramp-up to the illegal conduct in Niagara (i.e. the Niagara Misrepresentation) must have started no later than mid-September. The letter requested that the current proposed A&DS be modified so that the start point of the $5.02 Share Inflation Period begin on September 15, 2018 instead of October 1, 2018.

127. By way of letter to their counsel dated June 1, 2021, I advised the Zola Plaintiffs that we were not prepared to make their requested modification to the A&DS. That letter is attached and marked as **Exhibit** "**O**".

128. In our view, this is effectively a request to modify the plaintiffs' case theory such that the Niagara Misrepresentation began on September 15, 2018, instead of October 1, 2018. CCAA Representative Counsel chose October 1 as the date the Niagara Misrepresentation began based on CannTrust Holdings' announcement that illegal growing in its Niagara Facility began in October 2018. We are not aware of public information that could provide further specificity of the start date. CannTrust Holdings' press release dated July 8, 2019 stating that the noncompliant activity began in October 2018 is attached as **Exhibit** "**P**".

129. Although it is difficult to estimate with any precision the result that such a modification to the A&DS would have on the Zola Plaintiffs' ultimate entitlement, given the size of their share holdings, we expect that it would be significant. Because there is a fixed pool of money, we expect such an increase in distribution to the Zola Plaintiffs would necessarily mean that other Securities Claimants' distributions would be impacted negatively in a non-trivial way.

130. Based on the information available to CCAA Representative Counsel at this time, the case we have pleaded, publicized to Securities Claimants, and have advanced throughout the Mediation Process is sound and best accords with the evidence. We believe it would be inconsistent with the duties as representative counsel, and as eventual Trustees of the Securities Claimant Trust, to modify the A&DS to the benefit of a particular claimant. For this reason, CCAA Representative Counsel have declined the Zola Plaintiffs' request to change the allocation methodology.

AFFIRMED BEFORE ME over video-teleconference in accordance with Ontario Regulation 431/20, with the affiant located in the City of Toronto, and the commissioner in the Municipality of Lakeshore, each in the Province of Ontario, this 2nd day of June, 2021. J Smith A Commissioner for taking Affidavits *(or as may be)* LSO 75275W	Serge Kalloghlian

TAB 2-B

This is Exhibit “B” referred to in the Affidavit of

Serge Kalloghlian, sworn before me this

day of December 6th, 2021

____

A Commissioner, etc

Court File No. CV-20-00638930-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANNTRUST HOLDINGS INC., CANNTRUST INC., CTI HOLDINGS (OSOYOOS) INC. AND ELMCLIFFE INVESTMENTS INC.

AFFIDAVIT OF SERGE KALLOGHLIAN

(Affirmed June 16, 2021)

I, SERGE KALLOGHLIAN, of the City of Toronto, in the Province of Ontario, AFFIRM:

1. I am a partner at Kalloghlian Myers LLP, co-counsel to Patrick Hrusa and Dharambir Singh ("**CCAA Canadian Representatives**"), in these proceedings, and in the proposed class action against CannTrust Holdings Inc. ("**CannTrust Holdings**") and others bearing (Toronto) Court File No. 19-000625181-00CP in the Ontario Superior Court of Justice ("**Ontario Class Action**").

2. I affirmed an affidavit dated June 2, 2021 ("**First Affidavit**") in support of the Applicants' motion for an order approving the plan of compromise, arrangement and reorganization of CannTrust Holdings, CannTrust Inc. and Elmcliffe Investments Inc. under the *Companies'*

Creditors Arrangement Act (the "**CCAA**") dated April 16, 2021 (as amended from time to time) ("**CCAA Plan**") in these proceedings (the "**CCAA Proceedings**"). Unless otherwise defined, capitalized terms in this affidavit have the meanings ascribed to them in the First Affidavit or, if not defined in the First Affidavit, in the CCAA Plan.

3. Following the commencement of the hearing of the Applicants' motion for a sanction order on June 11, 2021, the CCAA Representatives reached settlements in principle with: (i) Peter Aceto, CannTrust Holdings' former chief executive officer; and (ii) the Insurers, which provided policies of insurance to CannTrust Holdings and its directors and officers. The CCAA Representatives also intend to enter an agreement with Ian Abramowitz to supplement the Additional RSA described in the First Affidavit. I make this affidavit to provide further information to the Court on these settlements.

4. The parties are still in the process of negotiating final documentation in respect of these settlements and do not anticipate that the documentation will be finalized and executed prior to the issuance of the CCAA Sanction Order.

A. Aceto Settlement

5. Peter Aceto is the former chief executive officer of CannTrust Holdings. Peter Aceto faces both Secondary Market Claims and Prospectus Claims.

6. The CCAA Representatives, Peter Aceto, and the CannTrust Group have reached an agreement in principle (the "**Aceto Settlement**"), to be memorialized in an Additional RSA, pursuant to which, among other things: (i) Peter Aceto will provide cooperation to the plaintiffs

in the continuing litigation; (ii) Peter Aceto will support the CCAA Plan in a manner consistent with the RSA; and (iii) Peter Aceto will provide a release of all claims against the Insurers.

7. CCAA Representative Counsel believe the claims against Peter Aceto are strong. The settlement with Mr. Aceto was driven primarily by the effect of his settlement on the negotiation with the Insurers, his ability to make a meaningful monetary contribution, and the value of his cooperation in the litigation against KPMG.

8. Because Aceto is releasing his rights to insurance coverage that would respond to regulatory or criminal proceedings, the Securities Claimant Trust will reserve $1 million in respect of legal costs to defend against any such proceedings. Any such funds remaining after the final disposition of such proceedings would revert back to the Securities Claimant Trust.

9. For the reasons set out above, CCAA Representative Counsel believe that the Aceto Settlement is fair and reasonable in the circumstances.

B. Insurers Settlement

10. As indicated in previous affidavits filed in these proceedings, CannTrust Holdings' Insurer has denied it coverage and certain of the Insurers have denied coverage to some of the directors and officers.

11. The negotiations with the Insurers were extremely complex, involving multiple layers of Insurers with differing positions and interests. Because of the Insurers' denial of coverage, CCAA Representative Counsel considered not only the strength of the claims against the various

insured defendants, but also the positions and arguments of the Insurers in respect of their liability under the policies.

12. The CCAA Representatives, the Insurers, and the CannTrust Group have reached an agreement in principle (the "**Insurer Settlement**"), to be memorialized in an Additional RSA, pursuant to which the Insurers will collectively pay approximately USD $36,900,000 to the Securities Claimant Trust in exchange for, among other things, full policy releases from all insureds.

13. For the reasons set out above, CCAA Representative Counsel believe that the Insurer Settlement is fair and reasonable in the circumstances.

C. Supplement to Abramowitz Settlement

14. As detailed in the First Affidavit, pursuant to the Abramowitz Settlement, Ian Abramowitz agreed to assign to the Securities Claimant Trust any Assigned Claims that he may have against Insurers except rights to coverage for criminal, regulatory, or administrative proceedings.

15. In order to provide the Insurers with the full policy releases they require under the Insurer Settlement, CCAA Representative Counsel determined that it is necessary and appropriate to enter into an agreement (the "**Abramowitz Settlement Supplement**"), to be memorialized in a supplemental Additional RSA, that supplements the Abramowitz Settlement to indemnify Mr. Abramowitz in respect of costs for criminal, regulatory, administrative and/or other costs.

16. For the reasons set out above, CCAA Representative Counsel believe that the Abramowitz Settlement Supplement is fair and reasonable in the circumstances.

AFFIRMED BEFORE ME over video-teleconference in accordance with Ontario Regulation 431/20, this 16th day of June, 2021.

J Smith

A Commissioner for taking Affidavits *(or as may be)*

LSO 75275W

JUSTIN SMITH

Serge Kalloghlian

TAB 2-C

This is Exhibit “C” referred to in the Affidavit

of Serge Kalloghlian, sworn before me this

day of December 6th, 2021

____

A Commissioner, etc

Court File No. CV-20-00638930-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	FRIDAY, THE 16TH
JUSTICE PATTILLO	)	DAY OF JULY, 2021
	)	

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANNTRUST HOLDINGS INC., CANNTRUST INC., CTI HOLDINGS (OSOYOOS) INC. AND ELMCLIFFE INVESTMENTS INC.

Applicants

SANCTION ORDER

THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order, among other things, approving and sanctioning the fourth amended and restated plan of compromise, arrangement and reorganization of CannTrust Holdings Inc., CannTrust Inc. and Elmcliffe Investments Inc. (the "**CannTrust Plan Companies**") pursuant to the CCAA and the *Business Corporations Act* (Ontario) dated July 7, 2021 (the "**CCAA Plan**"), a copy of which is attached hereto as Schedule "A", was heard this day by Zoom judicial video conference due to the COVID-19 pandemic.

ON READING the materials filed by the Applicants, Ernst & Young Inc. in its capacity as monitor of the Applicants (the "**Monitor**") and certain respondents listed in **Schedule "D"** hereto (the "**Motion Materials**") and on hearing the submissions of counsel for the Applicants, the Monitor and any such other counsel that were present as listed on the counsel slip, no other party appearing although duly served as appears from the affidavit of service, filed:

A. SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that the time for service and filing of the Motion Materials be and are hereby abridged and validated, such that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that all capitalized terms used in this Sanction Order and not expressly defined herein shall have the meanings given to them in the CCAA Plan or, if not therein defined, then as given to them in the Meeting Order of the Honourable Mr. Justice Hainey made in these proceedings and dated April 16, 2021 (the "**Meeting Order**").

B. NOTICE AND CONDUCT OF MEETING

3. **THIS COURT ORDERS AND DECLARES** that there has been good and sufficient notice, service, and delivery of the CCAA Plan, the Meeting Order, the GUC Meetings Materials and the Securities Claimant Meeting Materials to all Persons upon which notice, service, and delivery were required.

4. **THIS COURT ORDERS AND DECLARES** that the Meetings were duly convened, held, and conducted on May 28, 2021 in accordance with the Meeting Order, the CCAA and all other Orders of the Court in these CCAA Proceedings.

C. SANCTION OF THE CCAA PLAN

5. **THIS COURT ORDERS AND DECLARES** that:

   (a) the CCAA Plan has been approved by the required majorities of the Affected Creditors in conformity with the Meeting Order and the CCAA;

   (b) the Applicants have complied with the provisions of the CCAA and the Orders of the Court made in these CCAA Proceedings in all respects;

   (c) the Applicants have acted, and continue to act, in good faith and with due diligence, and have not done or purported to do anything, nor does the CCAA

Plan do or purport to do anything, that is not authorized by the CCAA or the Orders of the Court in these CCAA Proceedings;

(d) the CCAA Plan and all of the matters and transactions contemplated thereby are fair and reasonable; and

(e) the CCAA Plan and all associated steps, compromises, arrangements, releases, injunctions, transactions and reorganizations effected thereby are hereby sanctioned and approved pursuant to section 6 of the CCAA.

6. **THIS COURT ORDERS** that, without limitation to paragraph 5 of this Sanction Order, the Allocation and Distribution Scheme is hereby approved.

D. PLAN IMPLEMENTATION

Authorization to Implement the CCAA Plan

7. **THIS COURT ORDERS** that:

(a) each of the CannTrust Plan Companies and the Monitor, as applicable, is hereby authorized and directed to take all steps and actions, and to do all things, necessary or appropriate to implement the CCAA Plan, the Allocation and Distribution Scheme, the RSA, the RSA Supplemental Letter Agreement, the Zola RSA (as defined below) and the Additional RSAs in accordance with and subject to their respective terms and conditions, and to enter into, execute, deliver, complete, implement and consummate all of the steps, transactions, distributions, payments, deliveries, allocations, instruments and agreements contemplated by, and subject to the terms and conditions of, the CCAA Plan, the Allocation and Distribution Scheme, the RSA, the RSA Supplemental Letter Agreement, the Zola RSA (as defined below) and the Additional RSAs;

(b) all distributions and payments under the CCAA Plan shall be free and clear of all claims, rights and interests of any Person other than the recipient, including, without limitation, all Encumbrances; and

(c) none of the CannTrust Plan Companies nor the Monitor shall incur any liability as a result of acting in accordance with the terms of the CCAA Plan and this Sanction Order.

Articles of Reorganization

8. **THIS COURT ORDERS** that CannTrust Holdings shall seek approval of the proposed Articles of Reorganization on or before the Plan Implementation Date and the articles of CannTrust Holdings will be amended as set out in such approved Articles of Reorganization as of the Effective Time.

9. **THIS COURT ORDERS AND DECLARES** that all warrants, options and agreements to purchase Existing Shares are of no further force or effect as of the Effective Time.

Plan Implementation Certificates

10. **THIS COURT ORDERS** that, upon receipt of the Certificate of Amendment for CannTrust Holdings, the Applicants shall deliver to the Monitor a certificate (the "**Applicants' Certificate**") (i) stating that each of the Plan Implementation Conditions has been satisfied or waived and that the Articles of Reorganization for CannTrust Holdings have been filed and have become effective as of the date set out in the Certificate of Amendment, and (ii) designating an Effective Time on the Plan Implementation Date. The Applicants shall file the Applicants' Certificate with this Court as soon as reasonably practicable following delivery thereof to the Monitor.

11. **THIS COURT ORDERS** that the Monitor is hereby authorized and directed, as soon as practicable following receipt of the Applicants' Certificate, to serve on the service list in these CCAA Proceedings (the "**Service List**") and post on the website established by the Monitor in respect of these proceedings (the "**Monitor's Website**") a certificate in the form attached hereto as Schedule "B" (the "**Monitor's Plan Implementation Certificate**"), signed by the Monitor, certifying that the Plan Implementation Date has occurred. The Monitor shall file the Monitor's Plan Implementation Certificate with this Court as soon as reasonably practicable following delivery thereof to the Service List.

Restructuring Steps

12. **THIS COURT ORDERS** that the Restructuring Steps to be taken and the transactions, arrangements, reorganizations, transfers, assignments, compromises, settlements, payments, discharges, injunctions and releases to be effected on the Plan Implementation Date are hereby authorized and approved and are and shall be deemed to occur and be effected in accordance with the terms of the CCAA Plan (and, to the extent applicable, in the sequence and at the times contemplated by the CCAA Plan), without any further act or formality.

Settlement and Securities Claimant Trust Matters

13. **THIS COURT ORDERS** that the Applicants and the CCAA Representatives are hereby authorized, *nunc pro tunc*, to enter into the restructuring support agreement made as of May 5, 2021 between the Applicants, the CCAA Representatives, Zola Finance Holdings Ltd. and Igor Gimelshtein, a copy of which is attached as Exhibit "L" to the Affidavit of Serge Kalloghlian affirmed June 2, 2021 (the "**Zola RSA**").

14. **THIS COURT ORDERS** that the Applicants and CCAA Representatives (i) are hereby authorized to enter into one or more Additional RSAs with the Insurers and Peter Aceto and a supplemental Additional RSA with Ian Abramowitz, in each case on terms substantially consistent with the proposed arrangements described in the Affidavit of Serge Kalloghlian affirmed June 16, 2021, and (ii) are hereby authorized, *nunc pro tunc*, to enter into the Additional RSAs described in the Affidavit of Serge Kalloghlian affirmed June 2, 2021.

15. **THIS COURT ORDERS** that the Trustees are hereby authorized and directed:

(a) to execute a joinder agreement in order to become a party to the Zola RSA on or before the Plan Implementation Date;

(b) to execute one or more joinder agreements in order to become a party to the RSA or Additional RSAs on or before the Plan Implementation Date if the Trustees determine, in their sole discretion, that it is necessary or appropriate to do so in order to carry out the terms of the CCAA Plan; and

(c) to take all steps and actions, and to do all things, necessary or appropriate to implement the CCAA Plan, the Allocation and Distribution Scheme, the RSA, the RSA Supplemental Letter Agreement, the Zola RSA and the Additional RSAs in accordance and subject to their respective terms and conditions, and to enter into, execute, deliver, complete, implement and consummate all of the steps, transactions, distributions, payments, deliveries, allocations, instruments and agreements contemplated by, and subject to the respective terms and conditions of, the CCAA Plan, the Allocation and Distribution Scheme, the RSA, the RSA Supplemental Letter Agreement, the Zola RSA and the Additional RSAs.

16. **THIS COURT ORDERS** that the Applicants shall have no responsibility or liability for the administration of the Securities Claimant Trust and the Allocation and Distribution Scheme, including without limitation the costs and expenses of the Securities Claimant Trust and the Trustees and the allocation and distribution of the funds and other property in the Securities Claimant Trust from time to time.

E. <u>EFFECT OF PLAN IMPLEMENTATION</u>

Effect on Affected Claims

17. **THIS COURT ORDERS AND DECLARES** that, as at the Effective Time, the CCAA Plan and all associated steps, compromises, arrangements, releases, injunctions, transactions and reorganizations effected thereby will be binding and effective upon and with respect to the CannTrust Plan Companies, the Affected Creditors, the Released Parties and all other Persons named or referred to in, or subject to, the CCAA Plan or the Sanction Order.

18. **THIS COURT ORDERS** that each Affected Creditor is hereby deemed to have consented to all of the provisions of the CCAA Plan, in its entirety, and each Affected Creditor is hereby deemed to have executed and delivered to the CannTrust Plan Companies all consents, releases, assignments and waivers, statutory or other, required to implement and carry out the CCAA Plan in its entirety.

19. **THIS COURT ORDERS** that, as at the Effective Time, any and all Affected Claims (other than Insured Securities Claims) shall be and shall be deemed to be fully, finally,

irrevocably and forever compromised, released, discharged and barred, and the ability of any Person to proceed against any of the CannTrust Plan Companies in respect of or relating to any Affected Claims, whether directly, indirectly, derivatively or otherwise is hereby forever barred, estopped, stayed and enjoined, and all proceedings with respect to, in connection with or relating to such Affected Claims are hereby permanently stayed, excepting only any proceeding to enforce the obligation of the CannTrust Plan Companies to make distributions and payments in respect of such Affected Claims in the manner and to the extent provided for in the CCAA Plan and this Sanction Order.

20. **THIS COURT ORDERS** that any Person that did not file a proof of claim in respect of a Claim by the applicable bar date in accordance with the Claims Procedure Order, and any Person with a General Unsecured Claim that is not a Proven Claim or Unresolved General Unsecured Claim at the Effective Time, shall be and is hereby fully, finally, irrevocably and forever barred, estopped, stayed and enjoined from making any such Claim and shall not be entitled to any consideration under the CCAA Plan, and such Person's Claim shall be and is hereby fully, finally, irrevocably and forever barred and extinguished.

Releases and Injunctions

21. **THIS COURT ORDERS** that, as at the Effective Time, (i) any and all Released Claims shall be and shall be deemed to be fully, finally, irrevocably and forever released, discharged and barred, (ii) the ability of any Person to proceed against any of the Released Parties in respect of or relating to any Released Claims, whether directly, indirectly, derivatively or otherwise is hereby forever barred, estopped, stayed and enjoined, (iii) all proceedings with respect to, in connection with or relating to such Released Claims are hereby permanently stayed and (iv) subject to Section 7.1(4) of the CCAA Plan, there shall be a full policy release in respect of the Insurance Policies in favour of each Insurer that is an Additional Settlement Party.

22. **THIS COURT ORDERS** that, as at the Effective Time, all Persons shall be and shall be deemed to be permanently and forever barred, estopped, stayed and enjoined from: (i) commencing, conducting, continuing or making in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) against any of the Released

Parties with respect to any and all Released Claims; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against any of the Released Parties or their property with respect to any and all Released Claims; (iii) commencing, conducting, continuing or making against any other Person in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) that relates to a Released Claim if such other Person makes a claim or might reasonably be expected to make a claim, in any manner or forum, including by way of contribution or indemnity or other relief, against one or more of the Released Parties, unless such claim of such other Person is itself a Released Claim; (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Encumbrance of any kind against the Released Parties or their property with respect to any and all Released Claims; and (v) taking any actions to interfere with the implementation or consummation of the CCAA Plan with respect to any and all Released Claims.

23. **THIS COURT ORDERS** that, from and after the Effective Time, the recovery of Securities Claimants from a Non-Settlement Party with which any Settlement Party is judicially determined to be jointly and severally liable shall be limited to only that proportion of damages attributable to the liability of the Non-Settlement Party, as finally determined in the Actions.

24. **THIS COURT ORDERS** that, from and after the Effective Time, all claims for contribution, indemnity or other claims over that relate to the Released Claims or the Channelled Claims, which were or could have been brought by a Settlement Party in the Actions or otherwise against a Co-Defendant that is a Non-Settlement Party, are permanently and forever barred, estopped, stayed and enjoined.

25. **THIS COURT ORDERS** that a Co-Defendant, on motion to the applicable court on at least thirty (30) days' notice to counsel for each applicable Settlement Party, but not to be brought unless and until the Action against the Co-Defendant has been certified and all appeals or times to appeal have been exhausted if such Action is a class proceeding, may seek orders for the following, determined as if the Settlement Party remained a party to the Action:

(a) documentary discovery and an affidavit of documents from the Settlement Party in accordance with the *Rules of Civil Procedure*, RRO 1990, Reg. 1994, as amended (the "**Rules of Civil Procedure**");

(b) oral discovery of the Settlement Party or a representative of the Settlement Party, as applicable, the transcript of which may be read in at trial;

(c) leave to serve a request to admit on the Settlement Party in respect of factual matters; and

(d) the attendance of the Settlement Party, or the production of a representative of the Settlement Party, as applicable, to testify at trial, with such witness to be subject to cross-examination by counsel for the Co-Defendant.

26. **THIS COURT ORDERS** that each Settlement Party retains all rights to oppose such motion(s) brought under paragraph 25 of this Sanction Order. Moreover, nothing herein restricts a Settlement Party 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 paragraph 25 of this Sanction Order. Notwithstanding any provision in this Sanction Order, on any motion brought pursuant to paragraph 25 of this Sanction Order, the applicable court may make such orders as to costs and other terms as it considers appropriate.

27. **THIS COURT ORDERS** that a Co-Defendant may effect service of the motion(s) referred to in paragraph 25 of this Sanction Order above on the Settlement Party by service on counsel for the Settlement Party.

28. **THIS COURT ORDERS** that, from and after the Effective Time, each Person having a Channelled Claim will be limited to recovering from the Securities Claimant Trust in respect of such Channelled Claim in accordance with the CCAA Plan and Definitive Documents and, if applicable, from any Person who is not a Released Party, and such Person with a Channelled Claim will have no right to and shall not make any claim against or seek any recovery from any Released Party in respect of such Channelled Claim, provided that this Sanction Order will not prevent a Person with an Insured Securities Claim or Insured Securities-Related Claim from

making a claim against a Settlement Party to establish liability (but without recovery from it or its property) solely to the extent necessary to enable the Securities Claimant Trust to enforce Assigned Claims against Insurers who are not Settlement Parties.

29. **THIS COURT ORDERS** that, from and after the Effective Time, all Persons are permanently and forever barred, estopped, stayed and enjoined from: (i) commencing, conducting, continuing or making in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) against any of the Released Parties with respect to any and all Channelled Claims; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against any of the Released Parties or their property with respect to any and all a Channelled Claims; (iii) commencing, conducting, continuing or making against any other Person in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) that relates to a Channelled Claim if such Person makes a claim or might reasonably be expected to make a claim, in any manner or forum, including by way of contribution or indemnity or other relief, against one or more of the Released Parties, unless such claim of such other Person is itself a Released, Claim, Channelled Claim; (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Encumbrance of any kind against any of the Released Parties with respect to any and all Channelled Claims; and (v) taking any actions to interfere with the implementation or consummation of the CCAA Plan with respect to any and all Channelled Claims, provided that this Sanction Order will not prevent a Person with an Insured Securities Claim or Insured Securities-Related Claim from making a claim against a Settlement Party to establish liability (but without recovery from it or its property) solely to the extent necessary to enable the Securities Claimant Trust to enforce Assigned Claims against Insurers who are not Settlement Parties.

30. **THIS COURT ORDERS** that, in respect of each Action, the applicable Securities Claimants who are plaintiffs in such Action are hereby authorized and directed to dismiss the Action as against the Settlement Parties without delay after the Plan Implementation Date, and

the applicable court is hereby requested to dismiss such Action against the Settlement Parties without costs.

Assigned Claims

31. **THIS COURT ORDERS** that, as of the Effective Time:

(a) all of the rights and obligations of CannTrust Holdings and each Settlement Party to and in respect of the Assigned Claims shall be assigned to and assumed by the Securities Claimant Trust and such assignment is valid and binding upon the applicable Non-Settlement Parties in respect of such Assigned Claims notwithstanding any restriction or prohibition contained in any insurance policy, audit engagement letter or other agreement relating to the assignment thereof (an "**Assigned Claims Related Agreement**"), including any provision requiring the consent of any party to an assignment;

(b) the counterparties to the Assigned Claims Related Agreements are prohibited from exercising any rights or remedies under the Assigned Claims Related Agreements and shall be forever barred, estopped, stayed and enjoined from taking such action, by reason of:

(i) any restriction, condition or prohibition contained in any such Assigned Claim Related Agreement relating to the assignment of the applicable Assigned Claim(s);

(ii) any event that occurred on or prior to the Effective Time and is not continuing that would have entitled such counterparty to enforce those rights or remedies (including defaults or events or default arising as a result of the insolvency of any of the Applicants);

(iii) the insolvency of any of the Applicants or the fact that any of the Applicants sought or obtained relief under the CCAA;

(iv) any compromises or arrangements effected pursuant to the CCAA Plan or any action taken or transaction effected pursuant to the CCAA Plan (including the compromise or release of any Affected Claim or Released Claim arising under such Assigned Claim Related Agreement);

(v) any change in the control of the Applicants arising from the implementation of the CCAA Plan; and

(c) such counterparties are hereby deemed to waive any defaults relating thereto.

32. **THIS COURT ORDERS** that nothing in the CCAA Plan or this Sanction Order limits the right of any defendant to an Assigned Claim to plead any defences that would be available to them absent the CCAA Plan or this Sanction Order.

33. **THIS COURT ORDERS** that nothing in the CCAA Plan or this Sanction Order affects the jurisdiction of the court in the exercise of its case management powers or under the Rules of Civil Procedure to make any appropriate order affecting the conduct of the Assigned Claims, including referring any such claims to arbitration. In the event that an Assigned Claim proceeds by arbitration, nothing in the CCAA Plan or this Sanction Order affects the jurisdiction of an arbitrator or arbitral panel to make any appropriate order affecting the conduct of the Assigned Claims. For greater certainty, the Sanction Order does not limit KPMG LLP's ability to rely on any term in its engagement letter or terms and conditions with CannTrust Holdings or the Securities Claimant Trust's ability to dispute such reliance.

Existing Agreements

34. **THIS COURT ORDERS AND DECLARES** that all contracts, leases and other agreements and arrangements to which any of the Applicants or Cannabis Coffee and Tea Pod Company Ltd., Cannatrek Ltd., Elmcliffe Investments [No. 2] Inc. and O Cannabis We Stand on Guard for Thee Corporation (each, an "**Affected Party**" and collectively, the "**Affected Parties**") is a party, whether written or oral (each, including any and all amendments or supplements thereto, an "**Existing Agreement**") that have not been terminated or disclaimed pursuant to the applicable paragraph of the Initial Order and related provision of the CCAA will be and remain in full force and effect, unamended as of the Effective Time (except for all Affected Claims and Released Claims thereunder that have been compromised and released), and no Person who is a party to any such Existing Agreement may accelerate, terminate, rescind,

refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set off, dilution or other remedy) or make any demand under or in respect of any such Existing Agreement and no automatic termination will have any validity or effect, as against any member of the CannTrust Group, any Affected Party or any Released Party that is a party to such Existing Agreement, by reason of:

(a) any event that occurred on or prior to the Effective Time and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events or default arising as a result of the insolvency of the Applicants);

(b) the insolvency of the Applicants or the fact that the Applicants sought or obtained relief under the CCAA;

(c) any compromises or arrangements effected pursuant to the CCAA Plan (including the compromise or release of any Claim arising under such Existing Agreement) or any action taken or transaction effected pursuant to the CCAA Plan; or

(d) any change in the control of the Applicants or the Affected Parties arising from the implementation of the CCAA Plan,

and such counterparties are hereby deemed to waive any defaults relating thereto.

Effect on Unaffected Claims

35. **THIS COURT ORDERS** that:

(a) the designation of any claim as an Unaffected Claim is without prejudice to the CannTrust Plan Companies' right to dispute the existence, validity or quantum of any Unaffected Claim; and

(b) nothing in this Sanction Order or the CCAA Plan shall affect or waive the CannTrust Plan Companies' rights and defences, both legal and equitable, with respect to any Unaffected Claim, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Unaffected Claim.

Bankruptcy

36. **THIS COURT ORDERS AND DECLARES** that notwithstanding: (i) the pendency of these CCAA Proceedings; (ii) any applications for a bankruptcy, receivership or other order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"), the CCAA or otherwise in respect of the CannTrust Plan Companies and any bankruptcy, receivership or other order issued pursuant to any such applications; and (iii) any assignment in bankruptcy made or deemed to be made in respect of any of the CannTrust Plan Companies, the transactions contemplated by the CCAA Plan will be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the CannTrust Plan Companies or its assets and will not be void or voidable by creditors of any of the CannTrust Plan Companies, nor will the CCAA Plan, or the payments and distributions contemplated pursuant thereto constitute nor be deemed to constitute a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA, CCAA or any other applicable federal or provincial legislation, nor will the CCAA Plan constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

Stay of Proceedings, Ongoing Effect of Orders Made in these CCAA Proceedings and Conflict with the CCAA Plan

37. **THIS COURT ORDERS** that:

(a) the Stay Period (as defined in the Initial Order) be and is hereby extended until the earlier of: (i) the Effective Time; and (ii) September 3, 2021;

(b) paragraphs 63 and 64 of the Amended and Restated Initial Order issued in these proceedings and dated April 9, 2020 shall continue in full force and effect in accordance with their respective terms for the duration of the AGM Extension (as defined below);

(c) other than as expressly set out herein, the provisions of the Initial Order shall terminate at the Effective Time except with respect to the protections granted therein in favour of the Monitor; and

(d) all other Orders of the Court made in these CCAA Proceedings shall continue in full force and effect in accordance with their respective terms including, without limiting the generality of the foregoing, (i) paragraph 2 of the Order (re: AGM Deadline Extension) issued in these proceedings and dated September 16, 2020 (the "**AGM Extension**") and (ii) the Order (CCAA Representatives and CCAA Representative Counsel Appointment Order) issued in these proceedings and dated January 29, 2021, except to the extent that such Orders are varied by or are inconsistent with this Sanction Order or any further Order of this Court in these CCAA Proceedings.

38. **THIS COURT ORDERS** that, from and after the Effective Time, any conflict between:

(a) the CCAA Plan; and

(b) the terms of any Agreement existing between any Person and the Applicants as at the Plan Implementation Date (including, without limitation, the RSA, the Zola RSA and any Additional RSA),

will be deemed to be governed by the terms of the CCAA Plan and this Sanction Order, which shall take precedence and priority.

Termination of SISP and Mediation Process

39. **THIS COURT ORDERS** that the sale and investment solicitation process (the "**SISP**") approved by this Court pursuant to the Sale and Investment Solicitation Process Order dated May 8, 2020 (the "**SISP Order**") is hereby terminated.

40. **THIS COURT ORDERS** that the mediation process (the "**Mediation Process**") approved by this Court pursuant to the Mediation Order dated May 8, 2020 (the "**Mediation Order**") is hereby terminated.

41. **THIS COURT ORDERS** that the Court-Appointed Mediator (as defined in the Mediation Order) is hereby discharged from his duties, obligations and responsibilities as Court-Appointed Mediator and is hereby forever released, remised and discharged from any claims against him relating to his activities as Court-Appointed Mediator.

42. **THIS COURT DECLARES** that, notwithstanding the termination of the SISP and the Mediation Process, the protections afforded to the Monitor, the CRO, Greenhill & Co. Canada Ltd. and the Court-Appointed Mediator and their respective affiliates, partners, directors, employees, agents and controlling persons pursuant to the terms of the SISP Order, the Mediation Order and the other Orders made in the CCAA Proceedings, as applicable, shall not expire or terminate and, subject to the terms hereof, shall remain effective and in full force and effect.

Termination of CCAA Proceedings of CTI Holdings (Osoyoos) Inc.

43. **THIS COURT ORDERS** that upon the filing of the Monitor's Plan Implementation Certificate:

(a) the CCAA Proceedings in respect of CTI Holdings (Osoyoos) Inc. ("**CTI**") shall be terminated effective as of the Effective Time; and

(b) Ernst & Young Inc. shall be deemed to be discharged from its duties, obligations and responsibilities as monitor of CTI and shall be forever released, remised and discharged from any claims against it relating to its activities as monitor of CTI.

44. **THIS COURT ORDERS** that any Person that did not file a proof of claim in respect of a Pre-Filing Claim, Restructuring Claim or D&O Claim (as each such term is defined in the Claims Procedure Order) against CTI (each, a "**CTI Claim**") by the applicable bar date in accordance with the Claims Procedure Order, shall be and is hereby fully, finally, irrevocably and forever barred, estopped, stayed and enjoined from making any such CTI Claim, and such Person's CTI Claim shall be and is hereby fully, finally, irrevocably and forever barred and extinguished.

F. CCAA CHARGES

45. **THIS COURT ORDERS** that:

(a) the Administration Charge (as provided for and defined in the Initial Order) shall continue to apply as against the Administration Reserve and shall be terminated, discharged, expunged and released upon the filing of the Monitor's Discharge Certificate (as defined below);

(b) the Directors' Charge, the KERP Charge and the Transaction Fee Charge (as each is provided for and defined in the Initial Order) shall each be terminated, discharged, expunged and released as at the Effective Time;

(c) the DIP Lender's Charge (as provided for and defined in the DIP Approval Order dated April 30, 2021 in the CCAA Proceedings) shall be terminated, discharged, expunged and released as at the Effective Time; and

(d) the Intercompany Charge (as provided for and defined in the Initial Order) shall be terminated, discharged, expunged and released at the Effective Time but, for greater certainty, the Intercompany Advances (as provided for and defined in the Initial Order) shall remain outstanding and be governed by the applicable agreements between the relevant Applicants.

G. APPLICANTS AND COURT-APPOINTED PARTIES

Conduct of the Directors and CRO of the Applicants

46. **THIS COURT ORDERS AND DECLARES** that the activities and conduct of the CRO and Directors of the Applicants in these CCAA Proceedings, as disclosed in the affidavits filed with the Court on behalf of the Applicants from time to time and the reports of the Monitor to the Court from time to time, be and are hereby ratified and approved.

47. **THIS COURT DECLARES** that the protections afforded to the CRO pursuant to the terms of the Initial Order and the other Orders made in the CCAA Proceedings shall not expire

or terminate on the Plan Implementation Date and, subject to the terms hereof, shall remain effective and in full force and effect.

The Monitor

48. **THIS COURT ORDERS AND DECLARES** that the Monitor has complied with the provisions of the CCAA and the Orders of this Court made in these CCAA Proceedings in all respects.

49. **THIS COURT ORDERS AND DECLARES** that the Monitor has not done or purported to do anything that is not authorized by the CCAA.

50. **THIS COURT ORDERS AND DECLARES** that the activities and conduct of the Monitor and its representatives in these CCAA Proceedings, as disclosed in its reports to the Court from time to time, including, without limitation, in relation to conducting and administering the Meetings, be and are hereby ratified and approved, and that the Monitor has satisfied all of its obligations up to and including the date of this Sanction Order and all claims of any kind or nature against the Monitor arising from or relating to the services provided to the Applicants up to and including the date of this Sanction Order are hereby barred and extinguished.

51. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA and the powers provided to the Monitor herein, under the CCAA Plan and under the other Orders of this Court, shall be and is hereby authorized, directed and empowered to perform its functions and fulfill its obligations under the CCAA Plan to facilitate the implementation of the CCAA Plan and to complete all matters incidental to the termination of these CCAA Proceedings.

52. **THIS COURT ORDERS** that:

(a) in carrying out the terms of this Sanction Order and the CCAA Plan, the Monitor shall have all the protections given to it by the CCAA and the other Orders in these CCAA Proceedings, and as an officer of the Court, including the stay of proceedings in its favour;

(b) the Monitor shall incur no liability or obligation for any act or omission as a result of carrying out any duties or work in connection with the Sanction Order and/or the CCAA Plan, save and except for any gross negligence or wilful misconduct on its part;

(c) the Monitor shall be entitled to rely on the books and records of the Applicants and any information provided by the Applicants without independent investigation; and

(d) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

53. **THIS COURT ORDERS AND DECLARES** that any payments or deliveries under the CCAA Plan or this Sanction Order made or assisted by the Monitor shall not constitute a "distribution" and the Monitor shall not constitute a "legal representative" or "representative" of the Applicants or "other person" for the purposes of section 159 of the *Income Tax Act* (Canada), section 270 of the *Excise Tax Act* (Canada), section 46 of the *Employment Insurance Act* (Canada), section 22 of the *Retail Sales Tax Act* (Ontario), section 107 of the *Corporations Tax Act* (Ontario), or any other similar federal, provincial or territorial tax legislation (collectively, the "**Statutes**"), and the Monitor in making any such payments or deliveries of funds or assets in relation to the CCAA Plan is not "distributing", not shall it be considered to have "distributed", such funds or assets for the purposes of the Statutes, and the Monitor shall not incur any liability under the Statutes for making any payments or deliveries under the CCAA Plan or failing to withhold amounts, ordered or permitted hereunder, and the Monitor shall not have any liability for any of the Applicants' tax liabilities regardless of how or when such liabilities may have arisen, and is hereby forever released, remised and discharged from any claims against it under or pursuant to the Statutes or otherwise at law, arising as a result of the distributions and deliveries under the CCAA Plan and this Sanction Order and any claims of this nature are hereby forever barred.

54. **THIS COURT ORDERS** that upon: (i) fulfillment of the Monitor's duties under the Claims Procedure Order, the Meeting Order and this Sanction Order; and (ii) the Monitor receiving an acknowledgement of payment in full of the claims secured by the Administration

Charge, the Monitor shall serve on the Service List, post on the Monitor's website, and file with the Court a certificate substantially in the form attached hereto as Schedule "C" (the "**Monitor's Discharge Certificate**"), and that, upon the filing of the Monitor's Discharge Certificate, Ernst & Young Inc. shall be deemed to be discharged from its duties, obligations and responsibilities as Monitor of the CannTrust Plan Companies and shall be forever released, remised and discharged from any claims against it relating to its activities as Monitor of the CannTrust Plan Companies.

Fee Approval

55. **THIS COURT ORDERS** that the fees and disbursements of the Monitor for the period from January 9, 2021 to May 14, 2021, inclusive, as set out in the Eleventh Report of the Monitor dated June 2, 2021 (the "**Eleventh Report**"), are hereby approved.

56. **THIS COURT ORDERS** that the fees and disbursements of Aird & Berlis LLP, in its capacity as counsel to the Monitor, for the period from January 4, 2021 to April 30, 2021, inclusive, as set out in the Eleventh Report, are hereby approved.

57. **THIS COURT ORDERS** that the Monitor and its counsel shall not be required to pass any further accounts in these CCAA Proceedings unless otherwise requested by the Applicants.

CCAA Representatives and CCAA Representative Counsel

58. **THIS COURT ORDERS** that, without limitation to the terms of the CCAA Representation Order, the CCAA Representatives and CCAA Representative Counsel are hereby authorized and directed to take all steps and actions, and to do all things, necessary or appropriate to implement the CCAA Plan, the Allocation and Distribution Scheme, the RSA, the RSA Supplemental Letter Agreement, the Zola RSA and the Additional RSAs in accordance with and subject to their respective terms and conditions, and to enter into, execute, deliver, complete, implement and consummate all of the steps, transactions, distributions, payments, deliveries, allocations, instruments and agreements contemplated by, and subject to the terms and conditions of, the CCAA Plan, the Allocation and Distribution Scheme, the RSA, the RSA Supplemental Letter Agreement, the Zola RSA and the Additional RSAs (the "**CCAA Representative Work**").

59. **THIS COURT ORDERS** that the CCAA Representatives and CCAA Representative Counsel shall incur no liability or obligation as a result of carrying out the CCAA Representative Work, save and except for any gross negligence or wilful misconduct on their part.

60. **THIS COURT DECLARES** that the protections afforded to the CCAA Representatives and CCAA Representative Counsel pursuant to the terms of the CCAA Representation Order and the other Orders made in the CCAA Proceedings shall not expire or terminate on the Plan Implementation Date and, subject to the terms hereof, shall remain effective and in full force and effect.

Claims Officers

61. **THIS COURT ORDERS** that the Claims Officer (as defined in the Order (Claims Officer) made in these proceedings and dated February 19, 2021) is hereby discharged from his duties, obligations and responsibilities as Claims Officer and is hereby forever released, remised and discharged from any claims against him relating to his activities as Claims Officer.

H. LATE CLAIMS

62. **THIS COURT ORDERS** that the Monitor is authorized, in its discretion, to accept the Proofs of Claim identified in the Tenth Report of the Monitor dated May 21, 2021 as having been received subsequent to the Pre-Filing Claims Bar Date or the Restructuring Claims Bar Date (as each term is defined in the Claims Procedure Order), as applicable ("**Late Claims**"), which Late Claims shall be reviewed by the Monitor in accordance with the Claims Procedure Order for the purposes of determining whether such Late Claims are Proven Claims.

I. SEALING

63. **THIS COURT ORDERS** that the Confidential Affidavit of Serge Kalloghlian affirmed June 2, 2021 shall be sealed, kept confidential and shall not form part of the public record until the Effective Time, unless otherwise ordered by the Court.

J. <u>RECOGNITION AND NOTICE</u>

Notice

64. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Sanction Order, the Monitor shall cause a copy of this Sanction Order to be posted on the Monitor's Website, and the Applicants shall serve a copy on the parties on the Service List and those parties who appeared at the hearing of the motion for this Sanction Order. From and after the Effective Time, any notices, motions or documents which may be filed with the Court need only be served on the Applicants, the Monitor, the parties on the Service List and such Persons who deliver a Notice of Appearance to the Applicants and the Monitor, and file it with the Court, after the Effective Time.

65. **THIS COURT ORDERS** that the measures in paragraph 64 shall constitute good and sufficient service and notice of this Sanction Order on all Persons who may be entitled to receive notice thereof or who may have an interest in these proceedings, and no other form of notice or service need be made on such Persons and no other document or material need be served on such Persons in respect of these proceedings.

General Provisions

66. **THIS COURT ORDERS** that, notwithstanding any other provision of this Sanction Order, the Applicants and the Monitor shall remain entitled to seek advice, directions or assistance from the CCAA Court in respect of any matters arising from or in relation to the CCAA Plan.

67. **THIS COURT ORDERS AND DECLARES** that, pursuant to section 142 of the *Courts of Justice Act* (Ontario), no Person shall be liable for any act done in good faith in accordance with any Order issued in this proceeding, and any person who takes any action whatsoever in reliance on this Sanction Order prior to the commencement of any appeal hereof or the expiry of any appeal period shall not be prejudiced or harmed in any manner by any such subsequent appeal.

68. **THIS COURT ORDERS** that this Sanction Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

69. **THIS COURT ORDERS** that this Sanction Order is effective from the date that it is made and is enforceable without any need for entry and filing.

70. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, or abroad, to give effect to this Sanction Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Sanction Order and the CCAA Plan. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Sanction Order and the CCAA Plan or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Sanction Order and the CCAA Plan.

______________________________ J.

SCHEDULE "A"

Fourth Amended and Restated Plan of Compromise, Arrangement and Reorganization

See attached.

Court File No. CV-20-00638930-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANNTRUST HOLDINGS INC., CANNTRUST INC., CTI HOLDINGS (OSOYOOS) INC., AND ELMCLIFFE INVESTMENTS INC.

Applicants

FOURTH AMENDED & RESTATED PLAN OF COMPROMISE, ARRANGEMENT AND REORGANIZATION OF CANNTRUST HOLDINGS INC., CANNTRUST INC., and ELMCLIFFE INVESTMENTS INC.

July 7, 2021

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FOURTH AMENDED & RESTATED
PLAN OF COMPROMISE, ARRANGEMENT
AND REORGANIZATION

This is the fourth amended & restated plan of compromise, arrangement and reorganization of CannTrust Holdings, CannTrust Opco and Elmcliffe pursuant to the CCAA and OBCA.

ARTICLE 1
INTERPRETATION

1.1 Definitions

In the CCAA Plan:

"**Actions**" means the actions and other litigation set out in Schedule A.

"**Additional RSA**" means a restructuring support agreement or other form of settlement agreement between CannTrust Holdings, the CCAA Representatives and an Additional Settlement Party that, among other things, designates such Additional Settlement Party as an Additional Settlement Party for the purposes of this CCAA Plan.

"**Additional Settlement Party**" means each of:

(i) Brady Green;

(ii) Ian Abramowitz;

(iii) the Underwriters;

(iv) Eric Paul and the Paul Family Trust;

(v) Mark Ian Litwin, Fred Litwin, Stan Abramowitz, Cannamed Financial Corp., Forum Financial Corporation, Mar-Risa Holdings Inc., York Capital Funding Inc. and Sutton Management Limited;

(vi) the Insurers listed in Schedule E (in their capacity as an Insurer in relation to the Insurance Policies) who have executed and delivered to CannTrust Holdings and the CCAA Representatives the Additional RSA for the applicable group of Insurers prior to the Plan Implementation Date; and

(vii) Peter Aceto, provided that he has executed and delivered his Additional RSA to CannTrust Holdings and the CCAA Representatives prior to the Plan Implementation Date; and

(viii) any Co-Defendant or Insurer that has been designated as an Additional Settlement Party in accordance with Section 7.1 of the CCAA Plan.

"**Affected Claim**" means a Securities Claim or General Unsecured Claim.

"**Affected Creditor**" means a Creditor with an Affected Claim.

"**Allocation and Distribution Scheme**" means the allocation and distribution scheme attached as Schedule B, to be included within the terms of, or attached as a schedule to, the Trust Declaration and approved by the CCAA Court pursuant to the CCAA Sanction Order, or such other or different allocation and distribution scheme that is devised by the Trustees and approved by the CCAA Court or the Ontario Court.

"**Applicable Law**" means:

(i) any applicable domestic or foreign law including any statute, subordinate legislation or treaty, as well as the common law; and

(ii) any applicable and enforceable rule, regulation, requirement, order, judgment, injunction, award or decree of a Governmental Authority.

"**Articles of Reorganization**" means articles of reorganization of CannTrust Holdings to effect, among other things, a change of the name of CannTrust Holdings, the form of which will be approved in the manner specified by the CCAA Sanction Order.

"**Assigned Claims**" means (i) the claims of CannTrust Holdings and CannTrust Opco against any Co-Defendant that is a Non-Settlement Party, other than claims barred by the CCAA Sanction Order in the manner contemplated by Section 7.3(3) and, if applicable, (ii) the claims of CannTrust Holdings and the other Settlement Parties against any Insurer that is a Non-Settlement Party, in each case to the extent such claims are for loss or damage up to the date of the CCAA Sanction Order and arise from or relate to the Securities-Related Matters;

"**Assigned Claims Related Agreement**" is defined in Section 8.2(s).

"**Business Day**" means a day other than a Saturday, Sunday, statutory or civic holiday in Toronto, Ontario.

"California Action" means *Owens v. CannTrust Holdings Inc. et al.*, Court File No. 19CV352374 (California Superior Court, Santa Clara County).

"**CannTrust Group**" means the applicants in the CCAA Proceedings.

"**CannTrust Holdings**" means CannTrust Holdings Inc.

"CannTrust Opco" means CannTrust Inc.

"CannTrust Plan Companies" means CannTrust Holdings, CannTrust Opco and Elmcliffe.

"**Cash Contributions**" means, collectively:

(i) the contribution of $50 million to the Securities Claimant Trust to be made by CannTrust Holdings pursuant to the CCAA Plan; and

(ii) each cash contribution to the Securities Claimant Trust to be made by an Additional Settlement Party, in the amount agreed between the Additional Settlement Party, CCAA Representative Counsel and CannTrust Holdings.

"**CCAA**" means the *Companies' Creditors Arrangement Act* (Canada).

"**CCAA Canadian Representative Counsel**" is defined in the CCAA Representation Order.

"**CCAA Charges**" means all court-ordered charges created by the Initial Order or any subsequent Order in the CCAA Proceedings.

"**CCAA Court**" means the Ontario Superior Court of Justice (Commercial List), in its capacity as the court supervising the CCAA Proceedings.

"**CCAA Plan**" means this plan of compromise, arrangement and reorganization of the CannTrust Plan Companies pursuant to the CCAA and OBCA, including all Schedules.

"**CCAA Priority Payment Claims**" means the claims described in sections 6(3), (5) and (6) of the CCAA.

"**CCAA Proceedings**" means the proceedings commenced by the Initial Order under the CCAA in respect of the CannTrust Group.

"**CCAA Representation Order**" means the Order of the CCAA Court made on January 29, 2021 appointing the CCAA Representatives and CCAA Representative Counsel in the CCAA Proceedings.

"**CCAA Representative Counsel**" is defined in the CCAA Representation Order.

"**CCAA Representatives**" is defined in the CCAA Representation Order.

"**CCAA Sanction Order**" means the Order of the CCAA Court to be made under the CCAA and OBCA, among other things, sanctioning the CCAA Plan, approving the Articles of Reorganization, approving the Allocation and Distribution Scheme, and providing for the releases, injunctions and other relief contemplated in the CCAA Plan, in form and content satisfactory to the CannTrust Plan Companies.

"**CCAA Termination Order (CTI)**" means the Order of the CCAA Court to be made under the CCAA, among other things, terminating the CCAA Proceedings in respect of CTI, in form and content satisfactory to the CannTrust Group.

"**CCAA U.S. Representative Counsel**" is defined in the CCAA Representation Order.

"**Certificate of Amendment**" means the certificate of amendment to be issued under section 186 of the OBCA in respect of the Articles of Reorganization.

"Channelled Claims" means the Insured Securities Claims, the Insured Securities-Related Claims and the Securities-Related Section 5.1(2) Claims.

"**Claim**" means any right or claim of any Person that may be asserted or made in whole or in part against any of the CannTrust Plan Companies, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any such indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not such right or claim is executory or anticipatory in nature (including any right or claim in connection with the sale of any securities by CannTrust Holdings or others pursuant to the public distribution of its securities or any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future), which indebtedness, liability or obligation, and any interest accrued thereon or costs payable in respect thereof (A) is based in whole or in part on facts existing prior to the Filing Date, (B) relates to a time period prior to the Filing Date, or (C) is a right or claim of any kind that would be a claim provable in bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* (Canada) had such CannTrust Plan Company become bankrupt on the Filing Date, including any Restructuring Claim, any Securities Claim, any Securities-Related Indemnity Claim and any other Equity Claim against any of the CannTrust Plan Companies.

"**Claims Officer Order**" means the claims officer order of the CCAA Court made in the CCAA Proceedings on February 19, 2021 in respect of the appointment of a claims officer and the determination of certain Claims.

"**Claims Procedure Order**" means the claims procedure order of the CCAA Court made in the CCAA Proceedings on May 8, 2020 and any other order of the CCAA Court made in the CCAA Proceedings in respect of the process governing the proof of claims.

"**Class Action Counsel**" is defined in the RSA.

"**Class Action Lead Plaintiffs**" is defined in the RSA.

"**Co-Defendant**" means, at the relevant time:

(i) any Person named as a defendant in an Action that is not a Settlement Party, and

(ii) any Person that could be named as a co-defendant in an Action based on or arising out of the Securities-Related Matters who is not a Settlement Party and has or could have a Securities-Related Indemnity Claim against a Released Party.

"**Convenience Creditor**" is defined in Section 3.4(2)(a).

"**Cooperation Agreement**" means an agreement between the RSA Parties consistent with the general principles set out in Schedule C, in form and content satisfactory to the RSA Parties.

“**Creditor**” means a Person having a Claim and includes the transferee or assignee of a transferred Claim that is recognized as a Creditor by the Monitor in accordance with the Claims Procedure Order, or a trustee, liquidator, receiver, receiver and manager or other Person acting on behalf of such Person.

“**CRO**” means FTI Consulting Canada Inc.

“**Cross-Border Action**” is defined in Section 4.4(a).

“CTI” means CTI Holdings (Osoyoos) Inc.

“**D&O Claim**” is defined in the Claims Procedure Order.

“**Defence Costs Indemnity Claim**” means any claim against CannTrust Holdings for indemnification, reimbursement or advancement of defence costs incurred by any Person who is not a Settlement Party in connection with defending against the Actions or any other Securities-Related Claim.

“**Definitive Documents**” means the CCAA Plan, the Settlement-Related Agreements, the CCAA Sanction Order, the U.S. Approval Order and all other agreements, consents, releases, documents and orders contemplated by, or necessary or desirable to implement the transactions contemplated by, any of the foregoing or the RSA or the RSA Supplemental Letter Agreement.

“**DIP and Exit Lender**” means the lender or lenders of any DIP and Exit Loan.

“**DIP and Exit Loan**” means any loan or loan facility made available to the CannTrust Group for working capital purposes during and/or after exit from the CCAA Proceedings that is authorized by an Order of the CCAA Court during the CCAA Proceedings.

“**Director**” means any Person who, as at the Effective Time, is a former or current director or officer of any of the CannTrust Plan Companies or any other Person of a similar position or who by Applicable Law is deemed to be or is treated similarly to a director or officer of any of the CannTrust Plan Companies or who currently manages or supervises the management of the business and affairs of any of the CannTrust Plan Companies or did so in the past.

“**Distribution Date**” means a Business Day upon which distributions are made by the CannTrust Plan Companies to General Unsecured Creditors in accordance with the provisions of the CCAA Plan.

“**Distribution Record Date**” means the date that is seven (7) Business Days prior to the Distribution Date.

“**Effective Time**” means such time on the Plan Implementation Date as the CannTrust Plan Companies may determine and designate in the certificate contemplated by Section 9.2.

“**Election Amount**” means $2,500.

"Election Notice" means a duly and timely filed election in the form contemplated by the Meeting Order pursuant to which a General Unsecured Creditor with Proven Claims that are General Unsecured Claims (Opco) exceeding in aggregate the Election Amount elects to receive, subject to the terms and implementation of the CCAA Plan, payment of the Election Amount as a Convenience Creditor in full satisfaction of such Proven Claims pursuant to Section 3.4(3).

"Elmcliffe" means Elmcliffe Investments Inc.

"**Encumbrance**" means any mortgage, charge, pledge, lien (statutory or otherwise), hypothec, security interest (whether contractual, statutory or otherwise), encumbrance, statutory or possessory lien, trust or deemed trust (whether contractual, statutory or otherwise), execution, levy, charge, interest in property, or other financial or monetary claim or lease of personal property that creates a security interest, in respect of any assets that any of the CannTrust Plan Companies owns or to which any of the CannTrust Plan Companies is entitled or that secures payment or performance of an obligation, or similar charge of any kind.

"**Equity Claim**" means a Claim that constitutes an "equity claim" as that term is defined in section 2 of the CCAA, excluding any Claim by a member of the CannTrust Group against another member of the CannTrust Group.

"Existing Agreement" is defined in Section 8.2(t).

"**Existing Shares**" means, in the case of CannTrust Holdings, the common shares and any other shares or similar securities in its capital immediately prior to the Plan Implementation Date.

"**Filing Date**" means March 31, 2020.

"General Unsecured Claim" means a Claim against any of the CannTrust Plan Companies that is not a Securities Claim, a Securities-Related Indemnity Claim, another Equity Claim or an Unaffected Claim.

"**General Unsecured Claim (CannTrust Holdings)**" means a General Unsecured Claim against CannTrust Holdings.

"**General Unsecured Claim (Elmcliffe)**" means a General Unsecured Claim against Elmcliffe.

"**General Unsecured Claim (Opco)**" means a General Unsecured Claim against CannTrust Opco.

"**General Unsecured Creditor**" means a Creditor with a General Unsecured Claim.

"**Governmental Authority**" means any domestic or foreign legislative, executive, judicial or administrative body or Person having jurisdiction in the relevant circumstances.

"**GUC Distribution Pool**" means $900,000 to fund distributions to General Unsecured Creditors (Opco) with Proven Claims as provided in the CCAA Plan, which amount includes the amount to be held in the Unresolved General Unsecured Claims Reserve in respect of General Unsecured Claims (Opco) that are Unresolved General Unsecured Claims.

"Initial Distribution Date" means the first Distribution Date determined by the CannTrust Plan Companies, which will be as soon as practicable following the Plan Implementation Date.

"**Initial Order**" means the order obtained from the CCAA Court upon application by the CannTrust Group on the Filing Date commencing the CCAA Proceedings.

"**Insurance Policies**" means the insurance policies listed in Schedule E.

"**Insured Non-Securities Claim**" means that portion of a Claim that is not a Securities Claim or Securities-Related Indemnity Claim arising from a cause of action for which the applicable CannTrust Plan Company is covered by insurance, only to the extent of such coverage and limited to the actual recovery received from the applicable insurer(s) by the CannTrust Plan Company after the Effective Time in respect of such Claim.

"**Insured Securities Claim**" means that portion of a Claim that is a Securities Claim for which CannTrust Holdings is covered by insurance provided by one or more Insurers who are not Settlement Parties, only to the extent of such coverage and limited to the actual recovery received from such Insurer(s) by CannTrust Holdings (or by the Securities Claimant Trust pursuant to any Assigned Claim(s) against such Insurer(s)) after the Effective Time in respect of such Claim.

"**Insured Securities-Related Claim**" means that portion of a claim that is a Securities-Related Claim for which a Settlement Party is covered by insurance provided by one or more Insurers who are not Settlement Parties, only to the extent of such coverage and limited to the actual recovery received from such Insurer(s) by the Settlement Party (or by the Securities Claimant Trust pursuant to any Assigned Claim(s) against such Insurer(s)) after the Effective Time in respect of such claim.

"**Insurer**" means an insurer that has provided insurance with respect to any Securities-Related Matters (including with respect to a Securities Claim or Securities-Related Claim) to (i) a Settlement Party or (ii) a Co-Defendant that is or was a Director of CannTrust Holdings and/or CannTrust Opco.

"**Meeting**" means each of the meetings of Affected Creditors to consider and vote on the CCAA Plan held pursuant to the Meeting Order.

"**Meeting Order**" means the order directing the calling and holding of the Meetings of Affected Creditors to consider and vote on the CCAA Plan in form and content satisfactory to the CannTrust Plan Companies.

"**Monitor**" means Ernst & Young Inc., in its capacity as the monitor appointed pursuant to the Initial Order, and any successor thereto appointed in accordance with any further order of the CCAA Court.

"**Non-Released CannTrust Claims**" means:

(i) the right to enforce against the applicable CannTrust Plan Company its obligations under the CCAA Plan;

(ii) the right to enforce the Unaffected Claims against the applicable CannTrust Plan Company (subject to the injunction and related treatment contemplated by this CCAA Plan and the CCAA Sanction Order in respect of any Unaffected Claims that are Channelled Claims);

(iii) solely as against a Director in his or her capacity as such, any claim that is not permitted by section 5.1(2) of the CCAA to be compromised;

(iv) any claim against a CannTrust Plan Company for the purchase or supply of goods or services delivered after the Filing Date; and

(v) the right to enforce against the applicable CannTrust Plan Company any agreement in force at the Effective Time that was entered into by such CannTrust Plan Company between the Filing Date and the Plan Implementation Date, or that was entered into prior to the Filing Date and not disclaimed during the CCAA Proceedings pursuant to the applicable paragraph of the Initial Order and related provision of the CCAA or otherwise terminated, subject to the compromise and/or release of any Claim held by the applicable counterparty under such agreement pursuant to the CCAA Plan or the CCAA Sanction Order.

“**Non-Settlement Party**” means, at the relevant time, any Co-Defendant or Insurer that is not a Settlement Party.

“**OBCA**” means the *Business Corporations Act* (Ontario).

“**Ontario Class Action**” means *Hrusa et al. v. CannTrust Holdings Inc. et al.*, Court File No. CV-19-00623567-00CP (ON SC).

“**Ontario Court**” means the Ontario Superior Court of Justice (Commercial List).

“**Order**” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.

“**Original Settlement Parties**” means each member of the CannTrust Group, Mark Dawber, Greg Guyatt, John Kaden, Robert Marcovitch, Shawna Page, Ilana Platt, Mitchell Sanders and Cajun Capital Corporation.

“**Person**” means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency, officer or instrumentality thereof or any other entity.

“**Plan Implementation Conditions**” is defined in Section 9.1.

“**Plan Implementation Date**” means the date of the Certificate of Amendment.

“**Proof of Claim**” means a valid proof of claim filed in accordance with the Claims Procedure Order.

"**Proven Claim**" means a Claim (or the portion thereof) that has been finally determined:

(i) in the case of a General Unsecured Claim, in accordance with the Claims Procedure Order for voting and distribution purposes;

(ii) in the case of a Securities Claim, in accordance with the Meeting Order for voting purposes and in accordance with the Allocation and Distribution Scheme for distribution purposes; and

(iii) in the case of an Unaffected Claim, in accordance with the Claims Procedure Order for the purpose of any payment thereof or another purpose contemplated by the CCAA Plan.

"**Released Additional Settlement Parties**" means the Additional Settlement Parties and their respective Representatives.

"**Released CannTrust Claims**" means (A) any and all Claims and (B) any and all other demands, claims (including claims for contribution or indemnity and D&O Claims (as defined in the Claims Procedure Order)), actions, causes of action, counterclaims, suits, debts, sums of money, liabilities, accounts, covenants, damages, judgments, orders (including orders for injunctive relief or specific performance and compliance orders), expenses, executions, encumbrances and recoveries on account of any liability, obligation, demand or cause of action of whatever nature (including for, alleged oppression, misrepresentation, wrongful conduct, fraud or breach of fiduciary duty by any Released CannTrust Party) that any Affected Creditor or other Person has or may be entitled to assert against any of the Released CannTrust Parties, whether known or unknown, matured or unmatured, contingent or actual, direct, indirect or derivative, at common law, in equity or under contract or statute, foreseen or unforeseen, existing or hereafter arising, in any jurisdiction, based in whole or in part on any act, omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing, matter or occurrence existing or taking place at or prior to the Effective Time that in any way relate to or arise out of or in connection with:

(i) any Claim, including any Claim that is enumerated in section 19(2) of the CCAA and that is compromised under the CCAA Plan in accordance with such section as a consequence of the applicable creditor's vote in favour of or other form of consent to the CCAA Plan;

(ii) any of the assets, obligations, business, operations or affairs of a member of the CannTrust Group; or

(iii) the CCAA Proceedings or any matter or transaction involving any member of the CannTrust Group occurring in or in connection with the CCAA Proceedings (including the CCAA Plan and the development of it),

but excluding Non-Released CannTrust Claims and Channelled Claims.

"**Released CannTrust Parties**" means the Original Settlement Parties, the other entities in which CannTrust Holdings owns directly or indirectly not less than 50% of the common equity, the Monitor, and their respective Representatives, but excluding the Directors named as defendants in one or more of the Actions who are not Settlement Parties and the Representatives of each such excluded Director.

"**Released Claims**" means the Released CannTrust Claims, the Released Securities-Related Claims and, subject to Section 7.1(4), the Released Insurance Claims.

"**Released Insurance Claims**" means any past, present, or future claim against any Insurers that are Additional Settlement Parties for coverage, damages, or any other benefit by any insured party, or by any other individual or entity, under or in connection with the Insurance Policies, including: (i) any claims under or in connection with the Insurance Policies for indemnity, damages, advancement, defence costs, or any payment of funds of any kind related to any civil, criminal, administrative, extradition, or regulatory proceeding, or formal or informal investigation by an external body or person, including any appeal therefrom; and (ii) any other claims under or in connection with the Insurance Policies concerning any subject-matter whatsoever, including any extra-contractual claims.

"**Released Parties**" means the Released CannTrust Parties and the Released Additional Settlement Parties.

"**Released Securities-Related Claims**" means (A) any and all Securities Claims and Securities-Related Claims against any of the Released Parties, (B) any and all Securities-Related Indemnity Claims against any of the Released Parties, and (C) any and all other demands, claims (including claims for contribution or indemnity), actions, causes of action, counterclaims, suits, debts, sums of money, liabilities, accounts, covenants, damages, judgments, orders (including orders for injunctive relief or specific performance and compliance orders), expenses, executions, encumbrances and recoveries on account of any liability, obligation, demand or cause of action of whatever nature (including for, alleged oppression, misrepresentation, wrongful conduct, fraud or breach of fiduciary duty by any Settlement Party) that any Securities Claimant, Co-Defendant or other Person has or may be entitled to assert against any of the Released Parties, whether known or unknown, matured or unmatured, contingent or actual, direct, indirect or derivative, at common law, in equity or under contract or statute, foreseen or unforeseen, existing or hereafter arising, in any jurisdiction, based in whole or in part on any act, omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing, matter or occurrence existing or taking place at or prior to the Effective Time that in any way relate to or arise out of or in connection with:

(i) any of the Actions;

(ii) any of the Securities Claims, Securities-Related Claims, Securities-Related Indemnity Claims or Securities-Related Matters; or

(iii) the CCAA Proceedings or any matter or transaction involving any member of the CannTrust Group occurring in or in connection with the CCAA Proceedings (including the CCAA Plan and the development of it),

but excluding Non-Released CannTrust Claims and Channelled Claims.

"**Representatives**" means, in relation to a Person, such Person's current and former directors, officers, partners, employees, consultants, legal counsel, advisers and agents, including their respective heirs, executors, administrators and other legal representatives, successors and assigns, and each of their respective employees and partners.

"**Restructuring Claim**" means any right of any Person against any of the CannTrust Plan Companies in connection with any indebtedness, liability or obligation of any kind owed to such Person arising out of the disclaimer, restructuring, repudiation or termination after the Filing Date of any contract, lease, agreement or other arrangement, whether written or oral, including any such right of an employee arising as a result of the termination of employment of such employee on or after the Filing Date, provided that a "Restructuring Claim" does not include any Unaffected Claim.

"Restructuring Steps" is defined in Section 4.6.

"**RSA**" means the restructuring support agreement between made as of January 19, 2021 and the related joinder agreement made as of January 29, 2021 between the RSA Parties.

"**RSA Parties**" means the CannTrust Group, the Class Action Lead Plaintiffs, Class Action Counsel, the CCAA Representatives and CCAA Representative Counsel.

"**RSA Supplemental Letter Agreement**" means the supplemental letter agreement dated January 19, 2021 and the related joinder letter made as of January 29, 2021 between the RSA Parties.

"**Schedules**" is defined in Section 1.5.

"**Secured Claims**" means all Proven Claims of a Creditor to the extent that they are secured by a valid Encumbrance that is duly and properly registered or otherwise perfected in accordance with Applicable Law in the appropriate jurisdiction as of the Filing Date or thereafter to the extent permitted by the Initial Order or a further Order of the CCAA Court, to the extent of the value of such Encumbrance as at the Filing Date (having regard to the value of the assets subject to such Encumbrance and the priority of such Encumbrance) and which Claims are entitled to be proven as secured claims pursuant to the provisions of the CCAA.

"**Securities Claim**" means:

(i) any Claim against CannTrust Holdings asserted by a plaintiff or putative plaintiff in an Action; and

(ii) any other Claim against CannTrust Holdings that has been or could be asserted by or on behalf of a current or former shareholder of CannTrust Holdings or another Person in relation to the purchase, sale or ownership by such Person (including as a legal, registered or beneficial purchaser, seller or owner) on or before the Filing Date of an equity interest (as defined in the CCAA) in CannTrust Holdings,

other than a Securities-Related Indemnity Claim.

"**Securities Claimant Trust**" means the trust, to be established pursuant to the Trust Declaration on or before the Plan Implementation Date, to which the Cash Contributions will be paid and the Assigned Claims will be assigned on the Plan Implementation Date for the benefit of Securities Claimants, among others.

"**Securities Claimants**" means the holders of Securities Claims.

"**Securities-Related Claim**" means:

(i) any claim against a Settlement Party or Co-Defendant asserted by a plaintiff or putative plaintiff in an Action; and

(ii) any other claim against a Settlement Party or a Co-Defendant that has been or could be asserted by or on behalf of a current or former shareholder of CannTrust Holdings or another Person in relation to the purchase, sale or ownership by such Person (including as a legal, registered or beneficial purchaser, seller or owner) on or before the Filing Date of an equity interest (as defined in the CCAA) in CannTrust Holdings,

other than a Securities Claim or Securities-Related Indemnity Claim.

"**Securities-Related Indemnity Claim**" means any claim of any Person that has been or could be asserted against a Settlement Party (whether pursuant to an agreement, under applicable law or otherwise) for indemnity, advancement, contribution, reimbursement, set-off or otherwise, arising from or in connection with any Securities Claim or Securities-Related Claim asserted or that could be asserted against such Person or arising from or in connection with any other claim asserted or that could be asserted against such Person by any other Person that is not a Settlement Party in relation to a Securities-Related Matter, including, for greater certainty, a Defence Costs Indemnity Claim.

"**Securities-Related Matters**" means the facts, events and transactions alleged in one or more of the Actions giving rise to the claims asserted therein or that could give rise to claims similar to the ones asserted therein.

"**Securities-Related Section 5.1(2) Claim**" means a Securities-Related Claim against a Director who is a Settlement Party and which claim is not permitted by section 5.1(2) of the CCAA to be compromised.

"**Settlement Parties**" means the Original Settlement Parties and the Additional Settlement Parties.

"**Settlement-Related Agreements**" means the Trust Declaration, the Allocation and Distribution Scheme, the Cooperation Agreement and all other agreements, releases, consents or other documents contemplated by, or necessary or desirable to implement the transactions contemplated by, the CCAA Plan, the RSA or the RSA Supplemental Letter Agreement in relation to the settlement of or otherwise addressing the Securities Claims, the other Released Claims and the Channelled Claims, in each case in form and content satisfactory to the RSA Parties.

"**Tax Act**" means the *Income Tax Act* (Canada).

"**Trust Declaration**" means the declaration of trust in respect of, among other things, the creation of the Securities Claimant Trust and appointment of the Trustees, in form and content satisfactory to the RSA Parties, acting reasonably.

"**Trustees**" means the individuals appointed as the trustees of the Securities Claimant Trust pursuant to the Trust Declaration on the basis contemplated in Section 4.1.

"**Unaffected Claim**" is a Claim identified in Section 2.3.

"**Unaffected Creditor**" means a Creditor with an Unaffected Claim.

"**Uncashed Distribution**" is defined in Section 6.6(2).

"**Undeliverable Distribution**" is defined in Section 6.6(1).

"**Underwriters**" means Canaccord Genuity Corp., Canaccord Genuity LLC, Citigroup Global Markets Inc., Citigroup Global Markets Canada Inc., Credit Suisse Securities (Canada) Inc., Credit Suisse Securities (USA) LLC, Jefferies Securities, Inc, Jefferies LLC, Merrill Lynch Canada Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, and RBC Dominion Securities Inc.

"**Unresolved General Unsecured Claim**" means a General Unsecured Claim (or the portion thereof) that at the relevant time is not a Proven Claim and is not barred pursuant to the Claims Procedure Order, but in respect of which a Proof of Claim has been filed in a proper and timely manner in accordance with the Claims Procedure Order.

"**Unresolved General Unsecured Claims Reserve**" is defined in Section 5.2(1).

"U.S. Approval Order" means a court order entered in the U.S. Class Action in form and content satisfactory to the CannTrust Group and CCAA U.S. Representative Counsel:

(i) approving a settlement and final judgment in the U.S. Class Action;

(ii) containing a bar order in customary form containing such judgment reduction provisions as may be required by the *Private Securities Litigation Reform Act*; and

(iii) approving customary broad releases by the putative class of any claims that were or could have been asserted in the Actions (including the California Action).

"U.S. Class Action" means *In Re: CannTrust Holdings Inc. Securities Litigation*, No. 1:19-CV-06396 (JPO).

"**U.S. Class Action Counsel**" is defined in the RSA.

"**U.S. Class Action Lead Plaintiffs**" is defined in the RSA.

"**U.S. Court**" means the United States District Court for the Southern District of New York.

"**U.S. Securities Claimants**" means all Securities Claimants who purchased the publicly traded common shares of CannTrust Holdings on the New York Stock Exchange or on any other U.S. based trading platform.

1.2 **<u>Certain Rules of Interpretation</u>**

For the purposes of the CCAA Plan:

(a) any reference in the CCAA Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions;

(b) any reference in the CCAA Plan to an Order, an existing agreement or an agreement to be made means such Order or agreement as it may have been or may be amended, modified, joined by additional parties or supplemented (in accordance with its terms or this CCAA Plan, if applicable);

(c) unless otherwise specified, all references to currency are in Canadian dollars;

(d) the division of the CCAA Plan into "Articles" and "Sections" and the insertion of a table of contents are for convenience of reference only and do not affect the construction or interpretation of the CCAA Plan, nor are the descriptive headings of "Articles" and "Sections" intended as complete or accurate descriptions of the content thereof;

(e) the use of words in the singular or plural, or with a particular gender, including a definition, will not limit the scope or exclude the application of any provision of the CCAA Plan to such Person (or Persons) or circumstances as the context otherwise permits;

(f) the words "includes" and "including" and similar terms of inclusion will not, unless expressly modified by the words "only" or "solely", be construed as terms of limitation, but rather will mean "includes but is not limited to" and "including but not limited to", so that references to included matters will be regarded as illustrative without being either characterizing or exhaustive;

(g) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Toronto, Ontario and any reference to an event occurring on a Business Day means prior to 5:00 p.m. (Toronto time) on such Business Day;

(h) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day;

(i) unless otherwise provided, any reference to a statute or other enactment of parliament or a legislature or Governmental Authority includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation;

(j) references to a specified "Article" or "Section" will, unless something in the subject matter or context is inconsistent therewith, be construed as references to that specified article or section of the CCAA Plan, whereas the terms "the CCAA Plan", "hereof", "herein", "hereto", "hereunder" and similar expressions will be deemed to refer generally to the CCAA Plan and not to any particular article, section or other portion of the CCAA Plan and includes any documents supplemental hereto; and

(k) references to "Affected Creditor", "General Unsecured Creditor", "Secured Creditor" or "Unaffected Creditor" refer to Creditors of the applicable CannTrust Plan Company in such capacity.

1.3 **Successors and Assigns**

The CCAA Plan will be binding upon and enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and permitted assigns of any Person named or referred to in or subject to the CCAA Plan.

1.4 **Governing Law and Jurisdiction**

The CCAA Plan will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. All questions as to the interpretation of or application of the CCAA Plan and all proceedings taken in connection with the CCAA Plan and its provisions will be subject to the exclusive jurisdiction of the CCAA Court.

1.5 **Schedules**

The following are the schedules to the CCAA Plan (the "**Schedules**"), which are incorporated by reference into the CCAA Plan and form a part of it:

Schedule A – Actions
Schedule B – Allocation and Distributions Scheme
Schedule C – Cooperation Agreement – General Principles
Schedule D – Form of Release in Favour of Released Parties
Schedule E – Insurance Policies

ARTICLE 2
PURPOSE AND EFFECT OF THE CCAA PLAN

2.1 Purpose

The purposes of the CCAA Plan are to:

(a) complete a restructuring of the CannTrust Group by implementing the Restructuring Steps and filing the Articles of Reorganization of CannTrust Holdings;

(b) provide for the payment or compromise, as applicable, of all General Unsecured Claims;

(c) provide for the settlement of all Securities Claims;

(d) provide for the release of all Released Claims and an injunction in respect of all Channelled Claims; and

(e) assist the CannTrust Group to continue to operate as a going concern,

in the expectation that Affected Creditors generally will derive a greater benefit from implementation of the CCAA Plan than they would derive from a bankruptcy or liquidation of the CannTrust Group.

2.2 Affected Claims and Released Claims

The CCAA Plan provides for the payment or compromise of the Affected Claims (as applicable), a release and discharge of the Released Claims, and an injunction in respect of the Channelled Claims. The CCAA Plan will become effective at the Effective Time in accordance with its terms and will be binding on and enure to the benefit of the CannTrust Group, the Affected Creditors, the Released Parties and all other Persons named or referred to in, or subject to, the CCAA Plan.

2.3 Unaffected Claims

Subject to the express provisions hereof providing for the payment or restructuring by separate arrangement of certain Unaffected Claims and the treatment of Insured Claims, the CCAA Plan does not compromise the following (collectively, the "**Unaffected Claims**"):

(a) Claims secured by the CCAA Charges;

(b) Claims that are accepted as or determined to be Secured Claims pursuant to the Claims Procedure Order;

(c) CCAA Priority Payment Claims;

(d) Claims of a member of the CannTrust Group against another member of the CannTrust Group;

(e) any Claim for or related to the DIP and Exit Loan;

(f) Claims of Directors (but excluding the Directors named as defendants in one or more of the Actions who are not Original Settlement Parties) and employees that are owing to them in their capacity as such for or in connection with accrued salary, accrued wages, accrued bonuses, fees and expenses, reimbursement obligations that are not Securities-Related Indemnity Claims, accrued vacation leave and accrued vacation pay and which are not related to the cessation of employment;

(g) subject to and solely as provided in Section 3.6(1), that portion of a Claim that is an Insured Non-Securities Claim;

(h) Claims that are not Securities-Related Indemnity Claims by any Director (other than a Director named as a defendant in one or more of the Actions and who is not an Original Settlement Party) under any directors' or officers' indemnity policy or agreement with a CannTrust Plan Company;

(i) any Defence Costs Indemnity Claim held by a Co-Defendant or other Person who is not a Settlement Party in respect of a Securities-Related Claim, provided that such Defence Costs Indemnity Claim is otherwise valid and enforceable against CannTrust Holdings;

(j) the portion of any Claim that is an Insured Securities Claim (but subject to the injunction and related treatment contemplated by this CCAA Plan and the CCAA Sanction Order in respect of such Insured Securities Claim);

(k) Claims that cannot be compromised due to section 19(2) of the CCAA, except any Claims that are compromised under the CCAA Plan in accordance with such section as a consequence of the applicable Creditor's vote in favour of or other form of consent to the CCAA Plan; and

(l) Claims by the Monitor, counsel to the Monitor, the CRO, or counsel to the CannTrust Group.

Nothing in the CCAA Plan will affect any CannTrust Plan Company's rights and defences, both legal and equitable, with respect to any Unaffected Claims including all rights or entitlements to set-offs or recoupments against such Unaffected Claims. Unaffected Creditors will not be entitled to vote on the CCAA Plan. Unaffected Claims will be paid in accordance with Section 6.2 (if applicable) or otherwise satisfied in accordance with the applicable agreements and other arrangements between Unaffected Creditors and the applicable CannTrust Plan Company (subject to the treatment of Insured Non-Securities Claims and Insured Securities Claims contemplated by this CCAA Plan and the CCAA Sanction Order).

2.4 **Equity Claims**

At the Effective Time, the CCAA Plan will be binding on all holders of Equity Claims. Except as otherwise expressly provided in this CCAA Plan, the Meeting Order and the CCAA Sanction Order:

(a) holders of Equity Claims will not receive a distribution or other consideration under the CCAA Plan and will not be entitled to vote on the CCAA Plan in respect of their Equity Claims; and

(b) all Equity Claims will be fully, finally, irrevocably and forever released, discharged and barred as of the Effective Time without any compensation of any kind whatsoever.

ARTICLE 3
CLASSIFICATION AND TREATMENT OF AFFECTED CREDITORS AND RELATED MATTERS

3.1 **Claims Procedure**

The procedure for determining the validity and quantum of the Affected Claims for the purposes of the CCAA Plan will be governed by the Claims Procedure Order, the Claims Officer Order, the Meeting Order, the CCAA, the CCAA Plan and any further Order of the CCAA Court. For the avoidance of doubt, the Claims Procedure Order will remain in full force and effect from and after the Plan Implementation Date.

3.2 **Classification of Creditors**

In accordance with the Meeting Order, Affected Creditors will be divided into four separate classes for the purposes of considering and voting on the CCAA Plan:

(a) a class of Creditors holding General Unsecured Claims (Opco);

(b) a class of Creditors holding General Unsecured Claims (Elmcliffe);

(c) a class of Creditors holding General Unsecured Claims (CannTrust Holdings); and

(d) a class of Creditors holding Securities Claims.

3.3 **Meetings of Affected Creditors**

The Meetings will be held in accordance with the Meeting Order and any further Order of the Court. The only Persons entitled to attend a Meeting are those specified in the Meeting Order and any further Order of the CCAA Court.

3.4 Treatment of General Unsecured Claims

(1) At the Effective Time, all General Unsecured Claims will be fully, finally, irrevocably and forever compromised, released, discharged and barred, and General Unsecured Creditors with Proven Claims will have the right to receive distributions pursuant to this Section 3.4.

(2) On the Initial Distribution Date (or such later date in accordance with Section 6.4 in respect of any Unresolved General Unsecured Claim that becomes a Proven Claim, if any),

(a) each General Unsecured Creditor of CannTrust Opco with:

(i) Proven Claims that are General Unsecured Claims (Opco) not exceeding in aggregate the Election Amount, or

(ii) Proven Claims that are General Unsecured Claims (Opco) exceeding the aggregate of the Election Amount but which General Unsecured Creditor has duly filed an Election Notice with the Monitor,

will receive, in full satisfaction of such Proven Claims (in each case, a "**Convenience Creditor**"), payment in an amount equal to the lesser of the Election Amount and the actual amount of such Proven Claims;

(b) each General Unsecured Creditor of CannTrust Opco with Proven Claims that are General Unsecured Claims (Opco) and that exceed in aggregate the Election Amount, and which General Unsecured Creditor has not duly filed an Election Notice, will receive in full satisfaction of such Proven Claims, the lesser of:

(i) such General Unsecured Creditor's *pro rata* share of the balance of the GUC Distribution Pool after deducting (i) the amount held in the Unresolved General Unsecured Claims Reserve in respect of General Unsecured Claims (Opco) that are Unresolved General Unsecured Claims, and (ii) the amounts paid to Convenience Creditors in accordance with Section 3.4(2)(a); and

(ii) 17% of the amount of such General Unsecured Creditor's Proven Claims that are General Unsecured Claims (Opco);

(c) each General Unsecured Creditor of CannTrust Holdings with Proven Claims that are General Unsecured Claims (CannTrust Holdings) will receive in full satisfaction of such Proven Claims, payment of the amount of such Proven Claims; and

(d) each General Unsecured Creditor of Elmcliffe with Proven Claims that are General Unsecured Claims (Elmcliffe) will receive in full satisfaction of such Proven Claims, payment of the amount of such Proven Claims pursuant to a payment schedule to be agreed with the CannTrust Plan Companies and such Creditor.

(3) For greater certainty, a General Unsecured Creditor with a Proven Claim will receive distributions as set forth in this Section 3.4 only to the extent that such Proven Claim is not an Equity Claim and has not been paid, released or otherwise satisfied prior to the Effective Time.

3.5 **Treatment of Securities Claims**

(1) At the Effective Time:

(a) all Securities Claims other than Insured Securities Claims will be fully, finally, irrevocably and forever compromised, released, discharged and barred; and

(b) all Insured Securities Claims will be fully, finally, irrevocably and forever enjoined as against CannTrust Holdings and the other Released Parties, provided that nothing in this Section 3.5(1)(b) will prevent a Person with an Insured Securities Claim or Insured Securities-Related Claim from making a claim against a Settlement Party to establish liability (but without recovery from it or its property) solely to the extent necessary to enable the Securities Claimant Trust to enforce Assigned Claims against Insurers who are not Settlement Parties, and

(c) Securities Claimants with Securities Claims that are Proven Claims will be entitled to receive distributions from the Securities Claimant Trust in accordance with the Allocation and Distribution Scheme and, to the extent applicable, any other Settlement-Related Agreements to which one or more of the Securities Claimants and the Securities Claimant Trust are parties.

(2) On or before the Effective Time, CannTrust Holdings will:

(a) pay or cause to be paid its Cash Contribution to the Securities Claimant Trust; and

(b) assign its Assigned Claims (if any) to the Securities Claimant Trust.

(3) Subject to the other terms of the CCAA Plan (including the releases and injunctions provided by Article 7), the CCAA Sanction Order and any other Orders of the CCAA Court, the Securities-Related Claims of Securities Claimants against Non-Settlement Parties will not be compromised and Securities Claimants may continue to pursue such Securities-Related Claims against Non-Settlement Parties after the Plan Implementation Date.

3.6 **Insured Claims**

(1) Notwithstanding anything to the contrary herein, from and after the Effective Time, any Person having an Insured Non-Securities Claim will be irrevocably limited to recovery in respect of such Insured Non-Securities Claim solely from the proceeds of the applicable insurance policies received by the applicable CannTrust Plan Company, and any Person

with an Insured Non-Securities Claim will have no right to, and will not, directly or indirectly, make any claim or seek any recoveries from any Person, other than enforcing such Person's rights to be paid from the proceeds of the applicable insurance policies. This Section 3.6(1) may be relied upon by the CannTrust Plan Companies and any other Released Party in defence or estoppel of or to enjoin any claim, action or proceeding brought in contravention of this Section. Nothing in the CCAA Plan will compromise, release or otherwise affect any right or defence of any insured or insurer in respect of an Insured Non-Securities Claim. Notwithstanding the forgoing, an Affected Claim that includes an Insured Non-Securities Claim may still receive a distribution in respect of the portion of the Affected Claim, if any, that is not an Insured Non-Securities Claim.

(2) From and after the Effective Time, any Person having an Insured Securities Claim or Insured Securities-Related Claim will be irrevocably limited to recovery in respect of such Insured Securities Claim or Insured Securities-Related Claim solely by way of distributions from the Securities Claimant Trust pursuant to the Allocation and Distribution Scheme and, if applicable, by way of recovery against any Person that is not a Released Party. Any Person with an Insured Securities Claim or Insured Securities-Related Claim will have no right to, and will not, directly or indirectly, make any claim or seek any recovery from any of the Released Parties, other than making a claim against a Settlement Party to establish liability (but without recovery from it or its property) solely to the extent necessary to enable the Securities Claimant Trust to enforce Assigned Claims against Insurers who are not Settlement Parties. This Section 3.6(2) may be relied upon by the CannTrust Plan Companies and any other Released Party in defence or estoppel of or to enjoin any claim, action or proceeding brought in contravention of this Section.

3.7 **<u>Unresolved General Unsecured Claims</u>**

No General Unsecured Creditor will be entitled to receive any distribution hereunder with respect to an Unresolved General Unsecured Claim or any portion thereof unless and until, and then only to the extent that, such Unresolved General Unsecured Claim is finally resolved in the manner set out in the Claims Procedure Order and becomes a Proven Claim entitled to the treatment described in Section 3.4.

3.8 **<u>Extinguishment of Claims</u>**

At the Effective Time and in accordance with the terms of this CCAA Plan and the CCAA Sanction Order, the treatment of Affected Claims (including Unresolved General Unsecured Claims), Released Claims and Channelled Claims, in each case as set forth herein, will be final and binding on the CannTrust Plan Companies, Affected Creditors and any Person holding a Released Claim or Channelled Claim. In accordance with this CCAA Plan and to the extent provided in the CCAA Sanction Order, all Affected Claims and all Released Claims will be fully, finally, irrevocably and forever released, discharged and barred or enjoined, as applicable, and the CannTrust Plan Companies and the Released Parties will thereupon have no further obligation whatsoever in respect of the Affected Claims and the Released Claims; provided that (i) nothing herein releases the CannTrust Plan Companies from the obligation to make distributions or payments in the manner and to the extent provided for in the CCAA Plan; and

(ii) such release and discharge of the CannTrust Plan Companies will be without prejudice to the right of an Affected Creditor in respect of an Unresolved General Unsecured Claim to prove such Unresolved General Unsecured Claim in accordance with the Claims Procedure Order.

3.9 **Guarantees and Similar Covenants**

No Person who has a claim under any guarantee, indemnity or similar covenant in respect of any Claim that is compromised or released under the CCAA Plan or who has any right to claim over in respect of or to be subrogated to the rights of any Person in respect of a Claim that is compromised or released under the CCAA Plan will be entitled to any greater rights as against the CannTrust Plan Companies than the Person whose Claim is compromised or released under the CCAA Plan and such claims and rights of such Person will be subject to the releases, injunctions and other provisions of the CCAA Plan and CCAA Sanction Order.

3.10 **Set-Off**

The law of set-off applies to all Claims in accordance with Applicable Law. Without limiting the generality of the foregoing, the CannTrust Plan Companies will be entitled to set-off from any payments or distributions to be made to a General Unsecured Creditor or Unaffected Creditor hereunder, any amounts that became due and owing to the CannTrust Plan Companies after the Filing Date from such Creditor.

ARTICLE 4
DEFINITIVE DOCUMENTS, LITIGATION ARRANGEMENTS AND RESTRUCTURING STEPS

4.1 **Securities Claimant Trust**

In relation to the Securities Claimant Trust:

(a) half of the Trustees will be designated by CCAA Canadian Representative Counsel and half of the Trustees will be designated by CCAA U.S. Representative Counsel for appointment pursuant to the Trust Declaration;

(b) the Trustees will appoint CCAA Representative Counsel as counsel to the Securities Claimant Trust; and

(c) from and after the Plan Implementation Date, the Trustees on behalf of the Securities Claimant Trust will have the sole authority to prosecute and resolve the Assigned Claims.

4.2 **Settlement-Related Agreements**

The Settlement-Related Agreements will:

(a) include releases in favour of the Released Parties in respect of the Released Claims and Securities-Related Section 5.1(2) Claims and, if applicable, confirm the injunction in respect of Insured Securities Claims and Insured Securities-Related Claims, in each case consistent with the terms of the CCAA Plan;

(b) provide that the Securities Claimants and the Securities Claimant Trust jointly and severally agree and undertake (i) not to seek any damages from any Co-Defendant nor threaten, make or settle any claim or take any proceeding against any other Person, which in either case could result in a Securities-Related Indemnity Claim or any other claim for damages against any of the Released Parties in any jurisdiction that is permitted to proceed notwithstanding the CCAA Sanction Order, and (ii) to obtain a full and final release in favour of the Released Parties, in the form and content of Schedule D, if the Securities Claimants or the Securities Claimant Trust settles with any Non-Settlement Parties;

(c) provide that all fees and costs of the CCAA Representatives, CCAA Representative Counsel, the Trustees and the Securities Claimant Trust, as approved by the CCAA Court, will be paid from amounts held in the Securities Claimant Trust from time to time in accordance with the terms of the Trust Declaration and any other applicable Definitive Document;

(d) provide that when the aggregate amount recovered by Securities Claimants and the Securities Claimant Trust from Additional Settlement Parties and Non-Settlement Parties, whether pursuant to settlements or prosecution of the Actions, the Cross-Border Action and Assigned Claims, exceeds $250 million net of litigation fees and expenses, then CannTrust Holdings will be entitled to be paid up to $50 million in staged amounts from the Securities Claimant Trust (such staged amounts to be agreed between the RSA Parties, acting reasonably, in the Settlement-Related Agreements);

(e) without delay after implementation of the CCAA Plan, CCAA Representative Counsel will cause the Actions in Canada to be dismissed against the Settlement Parties without costs; and

(f) provide that the Securities Claimant Trust and other applicable Persons will take the steps and actions contemplated in Section 4.3.

4.3 <u>**U.S. Class Action and California Action**</u>

(1) With respect to the U.S. Class Action:

(a) U.S. Class Action Lead Plaintiffs and the applicable Released Parties will seek preliminary approval in the U.S. Class Action of the settlement of the applicable Securities Claims and related claims contemplated by this CCAA Plan and the Settlement-Related Agreements and thereafter will seek final approval of the settlement of the U.S. Class Action after the CCAA Sanction Order has been granted. U.S. Class Action Lead Plaintiffs and the applicable Released Parties will cooperate and jointly file any motions in support of preliminary approval and final approval of the settlement in the U.S. Class Action.

(b) to the extent permitted, notice to the putative class in the U.S. Class Action of the settlement will be given in conjunction with any notice required in connection with the CCAA Plan. If a joint notice is not permitted or feasible, notice will be given to the putative class in the U.S. Class Action in a form as may be agreed between the RSA Parties or as directed by the U.S. Court;

(i) any notice provided in connection with the settlement will caution putative class members that U.S. Class Action Lead Plaintiffs and the applicable Released Parties believe that the claims of any opt-outs will be barred by the CCAA Sanction Order and principles of comity;

(ii) any notice or administration expenses incurred prior to the date that the CCAA Sanction Order is granted will be paid by the CannTrust Plan Companies, and any such expenses incurred on or after such date will be paid by the Securities Claimant Trust (or funded by CCAA Representative Counsel and later reimbursed by the Securities Claimant Trust);

(c) the relevant RSA Parties will jointly seek entry of the U.S. Approval Order and will request that the U.S. Approval Order recite that it is without prejudice to, and does not limit, the applicability of the CCAA Sanction Order;

(d) U.S. Class Action Lead Plaintiffs will request that the U.S. Class Action be stayed against the Non-Settlement Parties to enable the claims against them to be litigated in the Cross-Border Action; and

(e) U.S. Class Action Lead Plaintiffs will request that the U.S. Class Action be dismissed once the Cross-Border Action is filed.

(2) The California Action will be voluntarily dismissed with prejudice.

4.4 **Litigation Cooperation of CannTrust Holdings**

After the CCAA Sanction Order and the U.S. Approval Order are granted, CannTrust Holdings (subject to the terms hereof and the RSA Supplemental Letter Agreement) will consent to orders:

(a) appointing the law firm of Weisz Fell Kour LLP as the Canadian representative for plaintiffs in the U.S. Class Action and allowing U.S. Class Action Counsel, in conjunction with U.S. Class Action Lead Plaintiffs, to, at their option:

(i) commence an action (with Weisz Fell Kour LLP as counsel) in the Ontario Court against any Non-Settlement Parties; or

(ii) establish a subclass in the Ontario Class Action (with Weisz Fell Kour LLP as counsel),

with a class defined in the same way as the class is defined in the U.S. Class Action and subject to U.S. law in respect of the causes of action (the "**Cross-Border Action**");

(b) continuing the CCAA Representation Order permitting the plaintiffs in the Ontario Class Action, the U.S. Class Action, and the Cross-Border Action to settle such actions or to prosecute the Ontario Class Action and Cross-Border Action against any Non-Settlement Parties under the terms of such order;

(c) approving (i) any settlement with the Non-Settlement Parties; (ii) any notice to members of the Ontario Class Action and U.S. Class Action further to any such settlement; (iii) a distribution protocol (i.e. plan of allocation) setting forth the distribution of the funds to class members from such settlement (less Class Action Counsel's fees and litigation expenses); and (iv) Class Action Counsel's request for fees to be paid from such settlement;

(d) permitting the plaintiffs in the Ontario Class Action to apply to the Ontario Court to obtain an expedited hearing for an order granting leave under the *Securities Act* (Ontario) further to their prosecution or settlement of the Ontario Class Action against any Non-Settlement Parties;

(e) at Class Action Counsel's option, permitting the plaintiffs in the Ontario Class Action and Cross-Border Action to apply to the Ontario Court to obtain an expedited hearing for an order certifying the Ontario Class Action and Cross-Border Action under the *Class Proceedings Act, 1992* (Ontario) (as necessary) against any Non-Settlement Parties;

(f) directing an expedited hearing date before the Ontario Court of the claims in the Ontario Class Action and Cross-Border Action against any Non-Settlement Parties under the provisions of the *Class Proceedings Act, 1992* (Ontario) (as necessary) or pursuant to the Ontario Court's statutory or discretionary powers on behalf of the classes defined in the Ontario Class Action and Cross-Border Action;

(g) permitting the Securities Claimant Trust to obtain on an expedited basis a joint trial date for the claims in the Ontario Class Action, Cross-Border Action and any of the Assigned Claims including the claims of the Securities Claimant Trust against any Non-Settlement Parties; and

(h) prohibiting any other action from being commenced or prosecuted in Canada against any Released Parties or any Non-Settlement Parties alleging facts substantially the same or similar as those alleged in the Ontario Class Action, Cross-Border Action or the Assigned Claims held by the Securities Claimant Trust.

4.5 **Articles of Reorganization**

Upon satisfaction or waiver of each of the Plan Implementation Conditions in accordance with Section 9.1, CannTrust Holdings will file its Articles of Reorganization.

4.6 **Restructuring Steps**

At the Effective Time on the Plan Implementation Date, the following will occur and be deemed to have occurred in the order set out below unless otherwise specified in this Section 4.2 and become effective without any further act or formality:

(a) the Articles of Reorganization of CannTrust Holdings will become effective;

(b) to the extent not already paid, the CannTrust Plan Companies will set aside (pursuant to arrangements satisfactory to the Monitor) or deliver to the Monitor, in trust, the amount required to satisfy any CCAA Priority Payment Claims that are due and payable but for the stay of proceedings in the Initial Order and all claims secured by the CCAA Charges (other than the DIP and Exit Loan), which claims will be paid by the CannTrust Plan Companies or Monitor, for and on behalf of the CannTrust Plan Companies, to the respective holders of such claims from such funds within five (5) Business Days after the Plan Implementation Date (unless otherwise agreed with a claim holder);

(c) the CannTrust Plan Companies will set aside (pursuant to arrangements satisfactory to the Monitor) or deliver to the Monitor, in trust, the GUC Distribution Pool (including the amount thereof to be held in the Unresolved General Unsecured Claims Reserve) in accordance with Article 5;

(d) the CannTrust Plan Companies will pay any other amounts that they are required to pay on or before the Effective Time in accordance with the RSA, the CCAA Plan or other applicable agreement;

(e) all Affected Claims and Released Claims will be fully, finally, irrevocably and forever released, discharged and barred or enjoined, as applicable, in accordance with Section 3.8 and Article 7, and all notes, certificates and other instruments evidencing Affected Claims (and all guarantees associated with each of the foregoing) will be deemed cancelled and extinguished and be null and void in accordance with Section 6.8;

(f) all Channelled Claims will be fully, finally, irrevocably and forever enjoined in accordance with Section 3.8 and Article 7 as against the applicable Settlement Parties and thereafter such claims may only be asserted against the Securities Claimant Trust or, if applicable, any Person who is not a Settlement Party, provided that nothing in this Section 4.6(f) will prevent a Person with an Insured Securities Claim or Insured Securities-Related Claim from making a claim against a Settlement Party to establish liability (but without recovery from it or its property) solely to the extent necessary to enable the Securities Claimant Trust to enforce Assigned Claims against Insurers who are not Settlement Parties; and

(g) the arrangements between the DIP and Exit Lender and the CannTrust Group contemplated by Section 9.1(k) in respect of the DIP and Exit Loan will become effective,

(collectively, the "**Restructuring Steps**"). The failure of the CCAA Plan to incorporate any provision of a document evidencing a Restructuring Step will not derogate from the enforceability of such provision.

4.7 **Corporate Approvals**

The execution, delivery, implementation and consummation of all matters contemplated under the CCAA Plan involving corporate action of any of the CannTrust Plan Companies, including the Restructuring Steps and filing of Articles of Reorganization by CannTrust Holdings, will be authorized and approved under the CCAA Plan and by the CCAA Court as part of the CCAA Sanction Order in all respects and for all purposes without any requirement of further action by any Person.

ARTICLE 5
CASH POOL AND UNRESOLVED GENERAL UNSECURED CLAIMS

5.1 **GUC Distribution Pool**

At or before the Effective Time, the CannTrust Plan Companies will set aside (pursuant to arrangements satisfactory to the Monitor) or deliver to the Monitor, in trust, the amount of the GUC Distribution Pool (less the portion thereof to be included in the Unresolved General Unsecured Claims Reserve in respect of Unresolved General Unsecured Claims against CannTrust Opco, which amount will be set aside or delivered to the Monitor pursuant to Section 5.2), from which cash distributions will be made to General Unsecured Creditors (Opco) with Proven Claims on and subject to the terms of Article 6. The Monitor will oversee the distribution of funds from the GUC Distribution Pool in accordance with the provisions of Article 6.

5.2 **Unresolved General Unsecured Claims Reserve**

(1) At or before the Effective Time, the CannTrust Plan Companies will set aside (pursuant to arrangements satisfactory to the Monitor) or deliver to the Monitor an amount to be held as a reserve for Unresolved General Unsecured Claims (the "**Unresolved General Unsecured Claims Reserve**"), such amount to be agreed by the Monitor and the CannTrust Plan Companies and from which distributions required by the CCAA Plan in respect of Unresolved General Unsecured Claims will be made if such Unresolved General Unsecured Claims (or parts thereof) are determined to be Proven Claims in accordance with the Claims Procedure Order. In determining the aggregate amount of the Unresolved General Unsecured Claims Reserve, the CannTrust Plan Companies and the Monitor will agree upon a reserve amount in respect of the Unresolved General Unsecured Claims (if any) against each of the CannTrust Plan Companies, with the reserve amount relating to CannTrust Opco being deducted from the GUC Distribution Pool.

(2) The Unresolved General Unsecured Claims Reserve will be held by the CannTrust Plan Companies or the Monitor, as the case may be, for those entitled to a payment from it under the CCAA Plan (and for the CannTrust Plan Companies to the extent of any surplus), and the Monitor will oversee the distribution of funds from the Unresolved General Unsecured Claims in accordance with the provisions of Section 6.4.

ARTICLE 6
DISTRIBUTIONS, PAYMENTS AND CURRENCY

6.1 Distributions Generally

All distributions to General Unsecured Creditors and all other payments to be effected pursuant to the CCAA Plan will be made pursuant to this Article 6. Distributions to Securities Claimants will be made pursuant to the Trust Declaration and the Allocation and Distribution Scheme. For greater certainty, all payments and distributions pursuant to this Article 6 will be subject to satisfaction or waiver of the conditions specified in Article 9 and the occurrence of the Effective Time, and will occur or be deemed to occur in accordance with the timing set out in Section 4.6.

6.2 Payments of Certain Unaffected Claims and Other Amounts

At or before the Effective Time, the CannTrust Plan Companies will make the following payments by wire transfer of immediately available funds in full satisfaction and discharge of the following:

(a) payment to each holder of a CCAA Priority Payment Claim that is due and payable but for the Initial Order, of all amounts required to satisfy such CCAA Priority Payment Claim in full;

(b) payment in full of all claims secured by the CCAA Charges, other than the DIP and Exit Loan; and

(c) payment of any other amounts required to be paid in accordance with the CCAA or the CCAA Plan at or before the Effective Time (including the Cash Contribution by CannTrust Holdings).

6.3 Distribution Mechanics for Affected Claims

In accordance with Section 3.4, the CannTrust Plan Companies, with oversight of and assistance from the Monitor, or the Monitor, for and on behalf of the CannTrust Plan Companies, will distribute to each General Unsecured Creditor with a Proven Claim the amount to which it is entitled hereunder by way of (in the sole discretion of the CannTrust Plan Companies or Monitor, as applicable): (i) cheque sent by prepaid ordinary mail to the address on file with the CannTrust Plan Companies on the Distribution Record Date; or (ii) wire transfer of immediately available funds to an account designated in writing by the General Unsecured Creditor to the CannTrust Plan Companies and the Monitor (with any wire transfer or similar fee being satisfied from the distribution amount). No distribution will be made for an amount less than $10. The CannTrust Plan Companies' liability to a General Unsecured Creditor for any distribution in an amount less than $10 will be forever discharged and extinguished.

6.4 **Distributions in Respect of Unresolved General Unsecured Claims**

(1) The Unresolved General Unsecured Claims Reserve (as may be reduced from time to time as Unresolved General Unsecured Claims are ultimately resolved) will be set aside by the CannTrust Plan Companies (pursuant to arrangements satisfactory to the Monitor) or held by the Monitor, in trust, until the final determination of all Unresolved General Unsecured Claims in accordance with the Claims Procedure Order.

(2) To the extent that an Unresolved General Unsecured Claim becomes a Proven Claim, the CannTrust Plan Companies, with oversight of and assistance from the Monitor, or the Monitor, for and on behalf of the CannTrust Plan Companies, will distribute to the holder thereof an amount from the Unresolved General Unsecured Claims Reserve equal to the amount that such Creditor would have been entitled to receive in respect of its Proven Claim on the Initial Distribution Date had such Unresolved General Unsecured Claim been a Proven Claim on the Initial Distribution Date.

(3) After all Unresolved General Unsecured Claims have been finally resolved in accordance with the Claims Procedure Order and any required distributions have been made with respect to General Unsecured Claims that are Proven Claims, the amounts remaining in the GUC Distribution Pool and Unresolved General Unsecured Claims Reserve will no longer be required to be set aside by the CannTrust Plan Companies and, if held by the Monitor, will be returned to the CannTrust Plan Companies.

6.5 **Allocation of Distributions**

All distributions made pursuant to the CCAA Plan to General Unsecured Creditors will be allocated first towards the repayment of the amount of the General Unsecured Claim attributable to principal and, if greater than the amount of principal, then second towards the repayment of any amount of such General Unsecured Claim attributable to unpaid interest.

6.6 **Treatment of Unclaimed Distributions**

(1) If any distribution to a General Unsecured Creditor under this Article 6 is returned as undeliverable (an "**Undeliverable Distribution**"), then neither the CannTrust Plan Companies nor the Monitor will be required to make further efforts to deliver the distribution to such Creditor unless and until the CannTrust Plan Companies and Monitor are notified in writing by such Creditor of such Creditor's current address at which time all such distributions will be made to such Creditor. The obligations of the CannTrust Plan Companies and Monitor to an Affected Creditor with an Undeliverable Distribution will expire on the first Business Day that is six (6) months following the applicable Distribution Date for the Undeliverable Distribution, after which date any entitlement with respect to such Undeliverable Distribution will be forever discharged and forever barred, without any compensation therefor, notwithstanding any Applicable Laws to the contrary. For greater clarity, nothing herein will require the CannTrust Plan Companies or the Monitor to attempt to locate any Creditor or other Person with respect to an Undeliverable Distribution. No interest will be payable in respect of an Undeliverable Distribution. On the First Business Day that is six (6) months following the applicable

Distribution Date for the Undeliverable Distribution, the amount of any Undeliverable Distribution will be released to the CannTrust Plan Companies.

(2) If any cheque in payment of a distribution to an Affected Creditor under this Article 6 is not cashed within six (6) months after the date of the applicable Distribution Date (an "**Uncashed Distribution**"):

(a) such cheque may be cancelled by the CannTrust Plan Companies or the Monitor, as applicable, after which date any entitlement with respect to such distribution will be forever discharged and forever barred and the obligations of the CannTrust Plan Companies and Monitor with respect thereto will expire, without any compensation therefor, notwithstanding any Applicable Laws to the contrary; and

(b) the amount otherwise payable pursuant to such cancelled cheque will be released to the CannTrust Plan Companies.

For greater clarity, nothing herein will require the CannTrust Plan Companies or the Monitor to attempt to locate any Creditor or other Person with respect to an Uncashed Distribution.

6.7 **Withholding Rights**

The CannTrust Plan Companies and any other Person facilitating payments pursuant to the CCAA Plan will be entitled to deduct and withhold from any such payment to any Person such amounts as may be required to be deducted or withheld under any Applicable Law and to remit such amounts to the appropriate Governmental Authority or other Person entitled thereto. To the extent that amounts are so withheld or deducted and remitted to the appropriate Governmental Authority or other Person, such withheld or deducted amounts will be treated for all purposes hereof as having been paid to such Person as the remainder of the payment in respect of which such withholding or deduction was made. Without in any way limiting the generality of the foregoing, the CannTrust Plan Companies (or the Monitor on their behalf) will deduct from any distribution to a Creditor hereunder any amounts as indicated by Employment and Social Development Canada in a Notice of Debt, and remit such amounts to Employment and Social Development Canada pursuant to the *Employment Insurance Act* (Canada). Any Creditor whose address on file with the CannTrust Plan Companies on the Distribution Record Date is not a Canadian address will be treated as a non-resident of Canada for purposes of any applicable non-resident withholding tax on all payments hereunder, subject to receipt by the CannTrust Plan Companies of information satisfactory to it (in their sole discretion) that such Creditor is not a non-resident. No gross-up or additional amount will be paid on any payment hereunder to the extent any of the CannTrust Plan Companies or any other Person deducts or withholds amounts pursuant to this Section 6.7. Notwithstanding any withholding or deduction, each Person receiving a payment will have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Authority (including income and other tax obligations on account of such distribution).

6.8 **Cancellation of Certificates and Notes, etc.**

At the Effective Time, all debentures, notes, certificates, indentures, guarantees, agreements, invoices and other instruments evidencing any Affected Claims, Released Claims or Channelled Claims (and all guarantees associated with any of the foregoing) will not entitle any holder thereof to any compensation or participation other than as expressly provided for in the CCAA Plan and, unless relating to a Channelled Claim, will be deemed cancelled and extinguished and be null and void.

6.9 **Calculations**

All amounts to be paid by the CannTrust Plan Companies hereunder will be calculated by the CannTrust Plan Companies, with the assistance of the Monitor. All calculations made by the CannTrust Plan Companies will be conclusive, final and binding upon the Affected Creditors, the CannTrust Plan Companies and all other Persons, absent manifest error.

6.10 **Currency Matters**

Distributions to General Unsecured Creditors with Proven Claims will be paid in Canadian dollars and any such Claims that are denominated in a currency other than the lawful money of Canada will be converted to the equivalent thereof in the lawful money of Canada at the noon rate of exchange as quoted by the Bank of Canada on the Filing Date, in accordance with the Claims Procedure Order. Distributions to Securities Claimants will be governed by the Trust Declaration and the Allocation and Distribution Scheme.

ARTICLE 7
RELEASES AND ADDITIONAL SETTLEMENT PARTIES

7.1 **Additional Settlement Parties**

(1) By written agreement between CannTrust Holdings and CCAA Representative Counsel (such agreement not to be unreasonably withheld) entered into prior to the Plan Implementation Date, a Co-Defendant or Insurer may be designated as an Additional Settlement Party for the purposes of the CCAA Plan if such proposed Additional Settlement Party has signed a restructuring support agreement, in form and content satisfactory to the RSA Parties, acting reasonably, pursuant to which such proposed Additional Settlement Party has agreed, among other things:

(a) to make a Cash Contribution to the Securities Claimant Trust on the Plan Implementation Date in an amount acceptable to CCAA Representative Counsel;

(b) to assign its Assigned Claims (if any) to the Securities Claimant Trust on the Plan Implementation Date; and

(c) to support the CCAA Plan in a manner consistent with the RSA.

(2) Subject to Section 7.1(4), any Co-Defendant or Insurer designated as an Additional Settlement Party pursuant to Section 7.1(1) will be treated as a Released Party pursuant to this CCAA Plan and the CCAA Sanction Order.

(3) If a Co-Defendant or Insurer is designated as an Additional Settlement Party pursuant to Section 7.1(1), the CannTrust Plan Companies will amend the CCAA Plan:

(a) to add such Co-Defendant or Insurer to the definition of Additional Settlement Party; and

(b) if the Additional Settlement Party is an Insurer, to treat the Insured Securities Claims, the Insured Securities-Related Claims and the Released Insurance Claims covered by such Insurer as Released Claims,

and cause the amendment to be filed and posted in accordance with Section 10.3(4).

(4) If an Additional Settlement Party has not paid its Cash Contribution to the Securities Claimant Trust and/or has not assigned its Assigned Claims (if any) to the Securities Claimant Trust at the Effective Time in accordance with the applicable Additional RSA, then pursuant to the CCAA Plan and the CCAA Sanction Order:

(a) such Additional Settlement Party shall not be treated as a Released Party; and

(b) if the Additional Settlement Party is an Insurer: (i) the Securities Claims and Securities-Related Claims covered by such Insurer shall continue to be treated as Insured Securities Claims and Insured Securities-Related Claims and shall not be treated as Released Claims; and (ii) the Released Insurance Claims against such Insurer shall not be treated as Released Claims,

until such Additional Settlement Party has paid its Cash Contribution to the Securities Claimant Trust and has assigned its Assigned Claims (if any) to the Securities Claimant Trust.

7.2 **Plan Releases**

At the Effective Time, the Released Parties will be fully, finally, irrevocably and forever released and discharged from all Released Claims in accordance with this CCAA Plan and to the extent provided in the CCAA Sanction Order.

7.3 **Injunctions**

(1) From and after the Effective Time, to the extent provided in the CCAA Sanction Order, all Persons will be permanently and forever barred, estopped, stayed and enjoined from: (i) commencing, conducting, continuing or making in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) against any of the Released Parties with respect to any and all Released Claims; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or

means, directly or indirectly, any judgment, award, decree or order against any of the Released Parties or their property with respect to any and all Released Claims; (iii) commencing, conducting, continuing or making against any other Person in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) that relates to a Released Claim if such other Person makes a claim or might reasonably be expected to make a claim, in any manner or forum, including by way of contribution or indemnity or other relief, against one or more of the Released Parties, unless such claim of such other Person is itself a Released Claim; (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Encumbrance of any kind against the Released Parties or their property with respect to any and all Released Claims; and (v) taking any actions to interfere with the implementation or consummation of the CCAA Plan with respect to any and all Released Claims.

(2) From and after the Effective Time, to the extent provided in the CCAA Sanction Order, the recovery of Securities Claimants from a Non-Settlement Party with which any Settlement Party is judicially determined to be jointly and severally liable shall be limited to only that proportion of damages attributable to the liability of the Non-Settlement Party, as finally determined in the Actions.

(3) From and after the Effective Time, to the extent provided in the CCAA Sanction Order, all claims for contribution, indemnity or other claims over that relate to the Released Claims or the Channelled Claims, which were or could have been brought by a Settlement Party in the Actions or otherwise against a Co-Defendant that is a Non-Settlement Party, will be permanently and forever barred, estopped, stayed and enjoined.

(4) From and after the Effective Time, to the extent provided in the CCAA Sanction Order, all Persons will be permanently and forever barred, estopped, stayed and enjoined from: (i) commencing, conducting, continuing or making in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) against any of Released Parties with respect to any and all Channelled Claims; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against any of the Released Parties or their property with respect to any and all Channelled Claims; (iii) commencing, conducting, continuing or making against any other Person in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) that relates to a Channelled Claim if such Person makes a claim or might reasonably be expected to make a claim, in any manner or forum, including by way of contribution or indemnity or other relief, against one or more of the Released Parties, unless such claim of such other Person is itself a Released Claim; (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Encumbrance of any kind against any of the Released Parties with respect to any and all Channelled Claims; and (v) taking any actions to interfere with the implementation or consummation of the CCAA Plan with respect to any and all Channelled Claims, provided that nothing in the applicable provision of the CCAA Sanction Order will prevent a Person with an

Insured Securities Claim or Insured Securities-Related Claim from making a claim against a Settlement Party to establish liability (but without recovery from it or its property) solely to the extent necessary to enable the Securities Claimant Trust to enforce Assigned Claims against Insurers who are not Settlement Parties.

ARTICLE 8
COURT SANCTION

8.1 Application for CCAA Sanction Order

If the CCAA Plan is approved by the required majorities of Affected Creditors in accordance with the Meeting Order and the CCAA, the CannTrust Plan Companies will apply for the CCAA Sanction Order on or before the date set for the CCAA Sanction Order hearing in the Meeting Order (if any) or on such other date as the CCAA Court may set.

8.2 CCAA Sanction Order

The CannTrust Plan Companies will apply for a CCAA Sanction Order that will, among other things:

(a) declare that (i) the CCAA Plan has been approved by the required majorities of Affected Creditors in accordance with the Meeting Order and the CCAA; (ii) each member of the CannTrust Group has complied with the provisions of the CCAA and the Orders of the CCAA Court made in the CCAA Proceedings in all respects; (iii) neither the CannTrust Group nor Monitor has done or purported to do anything that is not authorized by the CCAA; and (iv) the CCAA Plan and the transactions contemplated thereby are fair and reasonable;

(b) declare that the CCAA Plan and all associated steps, compromises, arrangements, releases, injunctions, transactions and reorganizations effected thereby are sanctioned and approved;

(c) declare that the articles of CannTrust Holdings will be amended as set out in the Articles of Reorganization as of the Effective Time;

(d) declare that all warrants, options and agreements to purchase Existing Shares are of no further force or effect as of the Effective Time;

(e) approve and authorize the Restructuring Steps;

(f) order that the Trust Declaration and the Allocation and Distribution Scheme are each approved and deemed effective as of the Effective Time, and that the Trustees are authorized and directed to take all steps and actions, and to do all things, necessary or appropriate to implement the transactions contemplated by the CCAA Plan, the Trust Declaration and the Allocation and Distribution Scheme in accordance with and subject to their respective terms and conditions;

(g) order that, as of the Effective Time, any and all Affected Claims (other than Insured Securities Claims) are and are deemed to be fully, finally, irrevocably and forever compromised, released, discharged and barred, and the ability of any Person to proceed against any of the CannTrust Plan Companies in respect of or relating to any Affected Claims, whether directly, indirectly, derivatively or otherwise is forever barred, estopped, stayed and enjoined, and all proceedings with respect to, in connection with or relating to such Affected Claims are permanently stayed, excepting only any proceeding to enforce the obligation of the CannTrust Plan Companies to make payments and distributions in respect of such Affected Claims in the manner and to the extent provided for in the CCAA Plan and the CCAA Sanction Order;

(h) order that, as of the Effective Time, (i) any and all Released Claims are and are deemed to be fully, finally, irrevocably and forever released, discharged and barred, (ii) the ability of any Person to proceed against any of the Released Parties in respect of or relating to any Released Claims, whether directly, indirectly, derivatively or otherwise is forever barred, estopped, stayed and enjoined, (iii) all proceedings with respect to, in connection with or relating to such Released Claims are permanently stayed and (iv) subject to Section 7.1(4) of the CCAA Plan, there shall be a full policy release in respect of the Insurance Policies in favour of each Insurer that is an Additional Settlement Party;

(i) order that, from and after the Effective Time, all Persons are permanently and forever barred, estopped, stayed and enjoined from: (i) commencing, conducting, continuing or making in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) against any of the Released Parties with respect to any and all Released Claims; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against any of the Released Parties or their property with respect to any and all Released Claims; (iii) commencing, conducting, continuing or making against any other Person in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) that relates to a Released Claim if such other Person makes a claim or might reasonably be expected to make a claim, in any manner or forum, including by way of contribution or indemnity or other relief, against one or more of the Released Parties, unless such claim of such other Person is itself a Released Claim; (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Encumbrance of any kind against the Released Parties or their property with respect to any and all Released Claims; and (v) taking any actions to interfere with the implementation or consummation of the CCAA Plan with respect to any and all Released Claims;

(j) order that, from and after the Effective Time, the recovery of Securities Claimants from a Non-Settlement Party with which any Settlement Party is judicially determined to be jointly and severally liable shall be limited to only that proportion of damages attributable to the liability of the Non-Settlement Party, as finally determined in the Actions;

(k) order that, from and after the Effective Time, all claims for contribution, indemnity or other claims over that relate to the Released Claims or the Channelled Claims, which were or could have been brought by a Settlement Party in the Actions or otherwise against a Co-Defendant that is a Non-Settlement Party, are permanently and forever barred, estopped, stayed and enjoined;

(l) order that a Co-Defendant on motion to the applicable court on at least thirty (30) days' notice to counsel for each applicable Settlement Party, but not to be brought unless and until the Action against the Co-Defendant has been certified and all appeals or times to appeal have been exhausted if such Action is a class proceeding, may seek orders for the following, determined as if the Settlement Party remained a party to the Action:

(i) documentary discovery and an affidavit of documents from the Settlement Party in accordance with the *Rules of Civil Procedure,* RRO 1990, Reg. 1994;

(ii) oral discovery of the Settlement Party or a representative of the Settlement Party, as applicable, the transcript of which may be read in at trial;

(iii) leave to serve a request to admit on the Settlement Party in respect of factual matters; and

(iv) the attendance of the Settlement Party, or the production of a representative of the Settlement Party, as applicable, to testify at trial, with such witness to be subject to cross-examination by counsel for the Co-Defendant;

(m) order that each Person having a Channelled Claim will be limited to recovering from the Securities Claimant Trust in respect of such Channelled Claim in accordance with the CCAA Plan and Definitive Documents and, if applicable, from any Person who is not a Released Party, and such Person with a Channelled Claim will have no right to and shall not make any claim against or seek any recovery from any Released Party in respect of such Channelled Claim, provided that such order will not prevent a Person with an Insured Securities Claim or Insured Securities-Related Claim from making a claim against a Settlement Party to establish liability (but without recovery from it or its property) solely to the extent necessary to enable the Securities Claimant Trust to enforce Assigned Claims against Insurers who are not Settlement Parties;

(n) order that, from and after the Effective Time, all Persons are permanently and forever barred, estopped, stayed and enjoined from: (i) commencing, conducting, continuing or making in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) against any of the Released Parties with respect to any and all Channelled Claims; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against any of the Released Parties or their property with respect to any and all a Channelled Claims; (iii) commencing, conducting, continuing or making against any other Person in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) that relates to a Channelled Claim if such Person makes a claim or might reasonably be expected to make a claim, in any manner or forum, including by way of contribution or indemnity or other relief, against one or more of the Released Parties, unless such claim of such other Person is itself a Released, Claim, Channelled Claim; (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Encumbrance of any kind against any of the Released Parties with respect to any and all Channelled Claims; and (v) taking any actions to interfere with the implementation or consummation of the CCAA Plan with respect to any and all Channelled Claims, provided that such order will not prevent a Person with an Insured Securities Claim or Insured Securities-Related Claim from making a claim against a Settlement Party to establish liability (but without recovery from it or its property) solely to the extent necessary to enable the Securities Claimant Trust to enforce Assigned Claims against Insurers who are not Settlement Parties;

(o) order that any Person that did not file a proof of claim in respect of a Claim by the applicable bar date in accordance with the Claims Procedure Order, and any Person with a General Unsecured Claim that is not a Proven Claim or Unresolved General Unsecured Claim at the Effective Time, is fully, finally, irrevocably and forever barred, estopped, stayed and enjoined from making any such Claim and is not be entitled to any consideration under the CCAA Plan, and such Person's Claim is fully, finally, irrevocably and forever barred and extinguished;

(p) authorize the CannTrust Plan Companies and the Monitor to take all steps and actions, and to do all things, necessary or appropriate to implement the CCAA Plan in accordance with and subject to its terms and conditions, and to enter into, execute, deliver, complete, implement and consummate all of the steps, transactions, distributions, payments, deliveries, allocations, instruments and agreements contemplated by, and subject to the terms and conditions of, the CCAA Plan;

(q) declare that each of the CCAA Charges will be terminated, discharged, expunged and released at the applicable time set out in the CCAA Sanction Order;

(r) declare that, notwithstanding: (i) the pendency of the CCAA Proceedings; (ii) any applications for a bankruptcy, receivership or other order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada), the CCAA or otherwise in respect of any of the CannTrust Plan Companies and any bankruptcy, receivership or other order issued pursuant to any such applications; and (iii) any assignment in bankruptcy made or deemed to be made in respect of any of the CannTrust Plan Companies, the transactions contemplated by the CCAA Plan will be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the CannTrust Plan Companies or its assets and will not be void or voidable by creditors of any of the CannTrust Plan Companies, nor will the CCAA Plan, or the payments and distributions contemplated pursuant thereto constitute nor be deemed to constitute a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada), CCAA or any other applicable federal or provincial legislation, nor will the CCAA Plan constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation;

(s) order that, as of the Effective Time, (i) all of the rights and obligations of CannTrust Holdings and each Settlement Party to and in respect of the Assigned Claims shall be assigned to and assumed by the Securities Claimant Trust and such assignment is valid and binding upon the applicable Non-Settlement Parties in respect of such Assigned Claims notwithstanding any restriction or prohibition contained in any insurance policy, underwriting agreement, audit engagement letter or other agreement relating to the assignment thereof (an "**Assigned Claims Related Agreement**"), including any provision requiring the consent of any party to an assignment, (ii) the counterparties to the Assigned Claims Related Agreements are prohibited from exercising any rights or remedies under the Assigned Claims Related Agreements and shall be forever barred, estopped, stayed and enjoined from taking such action, by reason of:

(A) any restriction, condition or prohibition contained in any such Assigned Claim Related Agreement relating to the assignment thereof;

(B) any event that occurred on or prior to the Effective Time and is not continuing that would have entitled such counterparty to enforce those rights or remedies (including defaults or events or default arising as a result of the insolvency of any member of the CannTrust Group);

(C) the insolvency of any member of the CannTrust Group or the fact that any member of the CannTrust Group sought or obtained relief under the CCAA;

(D) any compromises or arrangements effected pursuant to the CCAA Plan or any action taken or transaction effected pursuant to the CCAA Plan (including the compromise or release of any Affected Claim or Released Claim arising under such Assigned Claim Related Agreement);

(E) any change in the control of the CannTrust Group arising from the implementation of the CCAA Plan;

and (iii) such counterparties are hereby deemed to waive any defaults relating thereto.

(t) declare that all contracts, leases and other agreements and arrangements to which any member of the CannTrust Group or Cannabis Coffee and Tea Pod Company Ltd., Cannatrek Ltd., Elmcliffe Investments [No. 2] Inc. and O Cannabis We Stand on Guard for Thee Corporation (each, an "**Affected Party**" and collectively, the "**Affected Parties**") is a party, whether written or oral (each, including any and all amendments or supplements thereto, an "**Existing Agreement**") that have not been terminated or disclaimed pursuant to the applicable paragraph of the Initial Order and related provision of the CCAA will be and remain in full force and effect, unamended as of the Effective Time (except for all Affected Claims and Released Claims thereunder that have been compromised and released), and no Person who is a party to any such Existing Agreement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set off, dilution or other remedy) or make any demand under or in respect of any such Existing Agreement and no automatic termination will have any validity or effect, as against any member of the CannTrust Group, an Affected Party or any Released Party that is a party thereto, by reason of (i) any event that occurred on or prior to the Effective Time and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events or default arising as a result of the insolvency of any member of the CannTrust Group); (ii) the insolvency of any member of the CannTrust Group or the fact that any member of the CannTrust Group sought or obtained relief under the CCAA; (iii) any compromises or arrangements effected pursuant to the CCAA Plan (including the compromise or release of any Claim arising under such Existing Agreement) or any action taken or transaction effected pursuant to the CCAA Plan; or (iv) any change in the control of the CannTrust Group or the Affected Parties arising from the implementation of the CCAA Plan;

(u) declare that the stay of proceedings under the Initial Order continues until the Effective Time;

(v) approve the conduct of the CRO and the Directors of each member of the CannTrust Group during the CCAA Proceedings;

(w) approve all conduct of the Monitor and the Monitor's Representatives in relation to the CannTrust Group and bar all claims against them arising from or relating to the services provided to the CannTrust Group up to and including the date of the CCAA Sanction Order; and

(x) declare that the CannTrust Group and the Monitor may apply to the CCAA Court for advice and direction in respect of any matters arising from or in relation to the CCAA Plan.

ARTICLE 9
PLAN CONDITIONS PRECEDENT AND IMPLEMENTATION

9.1 Conditions Precedent to Plan Implementation

The CCAA Plan is subject to the satisfaction of the following conditions (the "**Plan Implementation Conditions**"), which may be waived (except in the case of Sections 9.1(a) and (b) below which may not be waived) only by the CannTrust Plan Companies in writing:

(a) the CCAA Plan will have been approved by the Affected Creditors;

(b) the CCAA Sanction Order will have been issued by the CCAA Court, consistent with the terms of Section 8.2, with such amendments as may be acceptable to the CannTrust Plan Companies;

(c) the CCAA Termination Order (CTI) will have been issued by the CCAA Court;

(d) the U.S. Approval Order will have been entered in the U.S. Class Action;

(e) all applicable appeal periods in respect of the CCAA Sanction Order and the U.S. Approval Order will have expired and any appeals therefrom will have been finally disposed of by the applicable appellate tribunal;

(f) the Trust Declaration will have been executed, delivered and become effective in accordance with its terms, subject only to the occurrence of the Plan Implementation Date;

(g) CannTrust Holdings will have paid its Cash Contribution to the Securities Claimant Trust and the Original Settlement Parties will have assigned their Assigned Claims, if any, to the Securities Claimant Trust;

(h) the terms of the Settlement-Related Agreements and any other Definitive Documents not otherwise expressly addressed in this Section 9.1 will have been settled in form and substance satisfactory to each of the RSA Parties, acting reasonably, and each of the Definitive Documents will have become effective in accordance with its terms, subject only to the occurrence of the Plan Implementation Date (if applicable to such document);

(i) each of the conditions precedent to the closing of the transaction provided in the RSA will have been satisfied or waived in accordance with the terms of the RSA;

(j) the matters contemplated in the RSA Supplemental Letter Agreement to be completed before or as a condition to the implementation of the CCAA Plan have been satisfied or waived in accordance with the terms of the RSA Supplemental Letter Agreement;

(k) arrangements satisfactory to the DIP and Exit Lender and the CannTrust Group in respect of the terms governing the DIP and Exit Loan from and after the Plan

Implementation Date will have become effective, subject only to the occurrence of the Plan Implementation Date;

(l) all relevant Persons will have executed, delivered and filed all documents and other instruments that, in the opinion of the CannTrust Plan Companies acting reasonably, are necessary to implement the provisions of the CCAA Plan, the CCAA Sanction Order and the CCAA Termination Order (CTI);

(m) no action or proceeding will be pending by any third party to enjoin or prohibit the implementation of the CCAA Plan; and

(n) all applicable consents, approvals and orders of, and all applicable submissions and filings with, Governmental Authorities having jurisdiction for the completion of the steps and transactions contemplated by the CCAA Plan (including the steps and transactions which are Plan Implementation Conditions) will have been obtained or made, as the case may be, in each case to the extent deemed necessary or advisable by the CannTrust Plan Companies, in form and substance satisfactory to the CannTrust Plan Companies.

9.2 **CannTrust Plan Companies' Certificate – Plan Implementation**

Upon receipt of the Certificate of Amendment, the CannTrust Plan Companies will deliver to the Monitor and file with the CCAA Court, a copy of a certificate (i) stating that each of the Plan Implementation Conditions has been satisfied or waived and that the Articles of Reorganization has been filed and have become effective as of the date set out in the Certificate of Amendment, and (ii) designating an Effective Time on the Plan Implementation Date.

9.3 **Monitor's Certificate – Plan Implementation**

As soon as practicable following the occurrence of the Effective Time, the Monitor will serve on the service list in the CCAA Proceedings and post on the Monitor's website a certificate confirming that the Plan Implementation Date has occurred and the time of the Effective Time, and will file such certificate with the CCAA Court as soon as practicable after it has been served and posted.

ARTICLE 10
GENERAL

10.1 **Binding Effect**

At the Effective Time and in accordance with the sequence of steps set out in Section 4.6, the CCAA Plan will become effective and binding on and enure to the benefit of the CannTrust Plan Companies, the Affected Creditors, the Released Parties and any other Person named or referred to in or subject to the CCAA Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns. Without limiting the generality of the foregoing, at the Effective Time in accordance with this CCAA Plan and to the extent provided in the CCAA Sanction Order:

(a) the treatment of Affected Claims, Released Claims and Channelled Claims under the CCAA Plan will be final and binding for all purposes upon and enure to the benefit of the CannTrust Plan Companies, the Affected Creditors, the Released Parties and all other Persons named or referred to in or subject to the CCAA Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns;

(b) all Affected Claims (other than Insured Securities Claims) will be forever compromised, released, discharged and barred, excepting only with respect to any distribution thereon in the manner and to the extent provided for in the CCAA Plan;

(c) all Released Claims will be forever released, discharged, enjoined and barred;

(d) each Affected Creditor and each Person holding a Released Claim or Channelled Claim will be deemed to have:

   (i) consented and agreed to all of the provisions of the CCAA Plan in its entirety;

   (ii) executed and delivered to the CannTrust Plan Companies and to the other Released Parties, as applicable, all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the CCAA Plan in its entirety;

   (iii) waived any default by or rescinded any demand for payment against any CannTrust Plan Company that has occurred on or prior to the Effective Time pursuant to, based on or as a result of any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Affected Creditor or Person holding a Released Claim or Channelled Claim and the applicable CannTrust Plan Company with respect to an Affected Claim, Released Claim or Channelled Claim (as the case may be); and

   (iv) agreed that, if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing as at the moment before the Effective Time between such Affected Creditor or Person holding a Released Claim or Channelled Claim and the applicable CannTrust Plan Company with respect to an Affected Claim, Released Claim or Channelled Claim (as the case may be) and the provisions of the CCAA Plan, then the provisions of the CCAA Plan take precedence and priority and the provisions of such agreement or other arrangement are amended accordingly.

10.2 **<u>Deeming Provisions</u>**

In the CCAA Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

10.3 **Modification of the CCAA Plan**

(1) The CannTrust Plan Companies reserve the right, at any time and from time to time, to amend, restate, modify and/or supplement the CCAA Plan (including to address or further address the treatment of claims subject to the Claims Procedure Order), provided that any such amendment, restatement, modification or supplement is contained in a written document which is filed with the CCAA Court and (i) if made prior to or at the Meeting, is communicated to Affected Creditors in the manner contemplated by the Meeting Order; or (ii) if made following the Meeting, is approved by the CCAA Court.

(2) Notwithstanding Section 10.3(1), after the Meetings and before the Plan Implementation Date the CannTrust Plan Companies may amend, restate, modify and/or supplement the CCAA Plan with the consent of the Monitor, without the consent of the Affected Creditors or approval of the CCAA Court, provided that any such amendment, restatement, modification and/or supplement (i) is filed with the CCAA Court; (ii) is posted on the website maintained by the Monitor and notice thereof is provided to the service list maintained by the Monitor for the CCAA Proceedings; (iii) does not materially decrease the anticipated recovery of General Unsecured Creditors under the CCAA Plan as determined by the Monitor and, in the case of Securities Claimants, is in their financial or other interests as determined by the CCAA Representatives and is consented to by the Monitor; and (iv) does not amend the Plan Implementation Conditions.

(3) Notwithstanding Sections 10.3(1) and (2), any amendment, restatement, modification or supplement to the CCAA Plan may be made by the CannTrust Plan Companies at any time and from time to time with the consent of the Monitor, without the consent of the Affected Creditors or approval of the CCAA Court, provided that any such amendment, restatement, modification and/or supplement (i) is filed with the CCAA Court; (ii) is posted on the website maintained by the Monitor and notice thereof is provided to the service list maintained by the Monitor for the CCAA Proceedings; and (iii) (A) concerns a matter which is of an administrative nature required to better give effect to the implementation of the CCAA Plan, or (B) is to cure any errors, omissions or ambiguities, and in either case is not materially adverse to the financial or economic interests of the Affected Creditors as determined by the Monitor.

(4) Notwithstanding Sections 10.3(1), (2) and (3), the CannTrust Plan Companies may amend the CCAA Plan pursuant to Section 7.1(3), provided that such amendment (i) is filed with the CCAA Court; and (ii) is posted on the website maintained by the Monitor and notice thereof is provided to the service list maintained by the Monitor for the CCAA Proceedings.

(5) Any amended, restated, modified or supplementary CCAA Plan filed with the CCAA Court and, if required by this Section, approved by the CCAA Court, will for all purposes be and be deemed to be a part of and incorporated in the CCAA Plan.

10.4 **Paramountcy**

From and after the Effective Time, any conflict between:

(a) the CCAA Plan or the CCAA Sanction Order; and

(b) the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, note, loan agreement, commitment letter, agreement for sale, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between one or more of the Affected Creditors and any of the CannTrust Plan Companies as at the moment before the Effective Time,

will be deemed to be governed by the terms, conditions and provisions of the CCAA Plan and the CCAA Sanction Order, which will take precedence and priority.

10.5 **Severability of Plan Provisions**

If, prior to the Plan Implementation Date, any term or provision of the CCAA Plan is held by the CCAA Court to be invalid, void or unenforceable, the CCAA Court, at the request of the CannTrust Plan Companies and with the consent of the Monitor, will have the power to either (a) sever such term or provision from the balance of the CCAA Plan and provide the CannTrust Plan Companies with the option to proceed with the implementation of the balance of the CCAA Plan, or (b) alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision will then be applicable as so altered or interpreted. Notwithstanding any such holding, alteration or interpretation, and provided that the CannTrust Plan Companies proceed with the implementation of the CCAA Plan, the remainder of the terms and provisions of the CCAA Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

10.6 **Protections of the Monitor**

The Monitor is acting and will continue to act in all respects in its capacity as Monitor in the CCAA Proceedings with respect to the CannTrust Group (and not in its personal capacity). The Monitor will not be responsible or liable for any obligations of the CannTrust Group. The Monitor will have the powers and protections granted to it by the Initial Order, the CCAA Plan, the CCAA and any other Order made in the CCAA Proceedings. Ernst & Young Inc. will incur no personal liability whatsoever whether on its own part or in respect of any failure on the part of the CannTrust Group to observe, perform or comply with any of its obligations under the CCAA Plan. Any release, discharge or other benefit conferred upon the Monitor pursuant to the CCAA Plan will enure to the benefit of Ernst & Young Inc. The Monitor in its personal capacity will be a third party beneficiary to the CCAA Plan entitled to enforce such releases, discharges and other benefits in accordance with the terms of the CCAA Plan.

10.7 **Different Capacities**

Persons who are affected by the CCAA Plan may be affected in more than one capacity. Unless expressly provided herein to the contrary, a Person will be entitled to participate hereunder in each such capacity. Any action taken by a Person in one capacity will not affect such Person in any other capacity, unless expressly agreed by the CannTrust Plan Companies and the Person in writing or unless its Claims overlap or are otherwise duplicative.

10.8 **Notices**

Any notice or other communication to be delivered hereunder must be in writing and reference the CCAA Plan and may, subject as hereinafter provided, be made or given by personal delivery, ordinary mail or by facsimile or email addressed to the respective parties as follows:

If to any of the CannTrust Plan Companies:

c/o CannTrust Holdings Inc.
3280 Langstaff Road, Unit 1
Vaughan, ON L4K 4Z8

Attention: David Blair, Chief Financial Officer

Fax: 647-872-2315
Email: dblair@canntrust.ca

With copies to (which will not constitute notice)

McCarthy Tétrault LLP
66 Wellington Street West
Suite 5300
Toronto, ON M5K 1E6

Fax: 416-868-0673

Attention: James D. Gage and Shane D'Souza
Email: jgage@mccarthy.ca and sdsouza@mccarthy.ca

If to an Affected Creditor: to the mailing address, facsimile number or email address provided on such Affected Creditor's Proof of Claim or such more recent address particulars of an Affected Creditor as noted in the files of the CannTrust Plan Companies or the Monitor;

If to the Monitor:

Ernst & Young Inc.
100 Adelaide Street West,
Toronto, Ontario
M5H 0B3

Attention: Alex Morrison
Email: canntrust.monitor@ca.ey.com

With copies to (which will not constitute notice)

Aird & Berlis LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9

Attention: Steven L. Graff and Jonathan Yantzi
Email: sgraff@airdberlis.com and jyantzi@airdberlis.com

or to such other address as any party may from time to time notify the others in accordance with this section, or, in the case of an address change for the CannTrust Plan Companies or the Monitor, by posting notice of such address change on the Monitor's website (http://www.ey.com/ca/canntrust). Any such communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed or sent before 4:00 p.m. (Toronto time) on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following Business Day.

10.9 **Further Assurances**

Each of the Persons named or referred to in, or subject to, the CCAA Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the CCAA Plan and to give effect to the transactions contemplated by the CCAA Plan and the Definitive Documents notwithstanding any provision of the CCAA Plan that deems any event or transaction to occur without further formality.

10.10 **Language**

This CCAA Plan, as well as any notices, schedules or other documents related thereto has been and will be prepared in the English language only. To the extent a French language or other translation is prepared, any such translation will be for informational purposes only, it being intended that the English language version will govern and prevail in all respects.

10.11 **Acts to Occur on Next Business Day**

If any distribution, payment or act under the CCAA Plan is required to be made or performed on a date that is not a Business Day, then the making of such distribution, payment or the performance of such act may be completed on the next succeeding Business Day, but will be deemed to have been completed as of the required date.

10.12 **Non-Consummation of the CCAA Plan**

If the CCAA Plan is revoked at any time prior to the Effective Time, it will be null and void in all respects. Nothing contained in the CCAA Plan and no act taken in preparation for the implementation of the CCAA Plan will:

(a) constitute or be deemed to constitute a waiver or release of any Claims by or against any member of the CannTrust Group or any other Person;

(b) prejudice the rights of any member of the CannTrust Group or any other Person in any further proceeding involving any member of the CannTrust Group; or

(c) constitute an admission of any sort by any member of the CannTrust Group or any other Person.

DATED as of the 7th day of July, 2021.

CannTrust Holdings Inc.
CannTrust Inc.
Elmcliffe Investments Inc.

SCHEDULE A
ACTIONS

Hrusa et al. v. CannTrust Holdings Inc. et al., Court File No. CV-19-00623567-00CP (ON SC)

Webb v. CannTrust Holdings Inc. et al., Court File No. CV-19-1554 (ON SC)

Jeff Dyck v. CannTrust Holdings Inc. et al., Court File No. 217559 (BC SC)

Selanders v. CannTrust Holdings Inc. et al., Court File No. 1910983 (AB QB)

Diran Avedian v. CannTrust Holdings Inc. et al., Court File No. 500-06-001011-192 (QC CS)

Zola Finance Holdings Ltd. v. CannTrust Holdings Inc. et al., Court File No. CV-19-00002329-00CP (ON SC)

In Re: CannTrust Holdings Inc. Securities Litigation, No. 1:19-CV-06396 (JPO)

Alvarado v. CannTrust Holdings Inc. et al., 1:19-CV-6438 (JPO)

Jones v. CannTrust Holdings Inc. et al., 1:19-CV-6883 (JPO)

Justiss v. CannTrust Holdings Inc. et al., 1:19-CV-7164 (JPO)

Huang v. CannTrust Holdings Inc. et al., 1:19-CV-6396 (JPO)

Owens v. CannTrust Holdings Inc. et al., Court File No. 19CV352374 (California Superior Court, Santa Clara County)

SCHEDULE B
ALLOCATION AND DISTRIBUTION SCHEME
DISTRIBUTION OF CLASS COMPENSATION FUND TO MEMBERS

I. DEFINITIONS

1. The following definitions apply in this Allocation and Distribution Scheme:

(a) **"CannTrust"** means CannTrust Holdings, Inc;

(b) **"CannTrust Group"** means CannTrust, CannTrust Inc., CTI Holdings (Osoyoos) Inc. and Elmcliffe Investments Inc;

(c) **"Claim Form"** means a written claim in the provided form for seeking compensation from the Class Compensation Fund;

(d) **"Claimant"** means any Person making a claim as purporting to be a Class Member or on behalf of a Class Member;

(e) **"Claims Administrator"** means the claims administrator appointed for the purposes of the Allocation and Distribution Scheme, whose appointment will be confirmed by the Court;

(f) **"Class Compensation Fund"** means the Class Settlement Amount less the Zola Payment, Class Counsel Fees, and all fees, disbursements, expenses, costs, taxes, any other amounts incurred or payable relating to approval, implementation and administration of the settlement including, without limitation, the costs, fees, and expenses of notice to class members, and the fees, expenses, disbursements and taxes paid to the Claims Administrator for administration of the Class Settlement Amount, the Holdback and any other expenses ordered by the courts;

(g) **"Class Counsel"** means Ontario Class Action Counsel and U.S. Class Action Counsel;

(h) **"Class Counsel Fees"** means the aggregate fees and expense disbursements (including taxes) of Class Counsel;

(i) **"Class Member(s)"** means any Person that acquired Shares during the Class Period;

(j) **"Class Period"** means the time period from June 1, 2018 through September 17, 2019, inclusive;

(k) **"Class Settlement Amount"** means CAD $50,000,000 to be contributed to the Securities Claimant Trust by CannTrust pursuant to the Plan, together with the cash contributions of any other Additional Settlement Parties (as defined in the Plan) pursuant to the applicable Additional RSA (as defined in the Plan), plus any accrued interest;

(l) **“Eligible Securities”** means Shares acquired by a Class Member during the Class Period. The date of purchase or acquisition shall be the “contract” or “trade” date as opposed to the “settlement” or “payment” date;

(m) **“Excluded Claim”** means any of the following:

(i) a claim in respect of a purchase or acquisition of securities that are not Eligible Securities; or

(ii) a claim by or on behalf of any Excluded Person;

(n) **“Excluded Person(s)”** means

(i) CannTrust, Cannamed Financial Corp, Cajun Capital Corporation, KMPG LLP, Merrill Lynch Canada Inc., Citigroup Global Markets Canada Inc., Credit Suisse Securities (Canada) Inc., RBC Dominion Securities Inc., Jefferies Securities Inc., Canaccord Genuity Corp., Merrill Lynch, Pierce, Fenner & Smith Inc., Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Jefferies LLC, Canaccord Genuity LLC, Paul Family Trust, Mar-Risa Holdings Inc., York Capital Funding Inc., Sutton Management Limited, and their past and present subsidiaries, affiliates, officers, directors, senior employees, legal representatives, heirs, predecessors, successors and assigns (the “**Corporate Defendants**”); and

(ii) Eric Paul, Peter Aceto, Greg Guyatt, Ian Abramowitz, Mark Dawber, John Kaden, Mark Ian Litwin, Fred Litwin Robert Marcovitch, Mitchell J. Sanders, Stan Abramowitz, Brad Rogers, Michael Ravensdale, Shawna Page, Ilana Platt, Graham Lee, Kenneth Brady Green, Andrea Kirk, Norman Paul and any member of their families (“**Individual Defendants**”) and any company under the control of an Individual Defendant;

(o) **“FIFO”** means the method applied to the holdings of Class Members who made multiple purchases/acquisitions or sales. If a Class Member has more than one purchase/acquisition or sale of CannTrust common stock, purchases/acquisitions and sales will be matched on a First In, First Out (“FIFO”) basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period. A purchase/acquisition or sale of Shares shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. Option contracts are not securities eligible to participate in the Settlement. With respect to shares of CannTrust common stock purchased or sold through the exercise of an option, the purchase/sale date of the CannTrust common stock is the exercise date of the option and the purchase/sale price of the CannTrust common stock is the exercise price of the option;

(p) **“Holdback”** is the amount held back, at the discretion of the Trustees, to fund litigation expenses, disbursements, taxes, adverse costs awards, and/or other liabilities;

(q) **“Ontario Class Action Counsel”** means Dimitri Lascaris Law Professional Corporation, Henein Hutchinson LLP, Kalloghlian Myers LLP and Strosberg Sasso Sutts LLP;

(r) **“Person”** means any individual, corporation (including all divisions and subsidiaries), general or limited partnership, association, joint stock company, joint venture, limited liability company, professional corporation, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity;

(s) **“Plan”** means the plan of compromise, arrangement and reorganization of the CannTrust Group pursuant to the Companies’ Creditors Arrangement Act;

(t) **“Purchase Price”** means the price at which the Claimant purchased or acquired Shares, excluding commissions, taxes, or fees paid in respect of the purchase/acquisition;

(u) **“Recognized Claim”** means a Claimant’s nominal losses as calculated pursuant to the formulas set forth herein and which forms the basis for each Claimant’s pro rata share of the Class Compensation Fund;

(v) **“Recognized Loss Amount”** is the amount calculated pursuant to paragraph 10(c);

(w) **“Risk Adjusted Loss”** is the amount calculated pursuant to paragraph 10(d);

(x) **“Sale Price”** means the price at which the Claimant disposed of Shares, excluding commissions, taxes, or fees paid in respect of the disposition;

(y) **“Securities Claimant Trust”** has the meaning ascribed to it in the Plan;

(z) **“Share(s)”** means common stock shares of CannTrust;

(aa) **“Share Inflation”** means the artificial inflation per share found in Table C;

(bb) **“Trustees”** has the meaning ascribed to it in the Plan;

(cc) **“U.S. Class Action Counsel”** means Labaton Sucharow LLP and Weisz Fell Kour LLP; and

(dd) **“Zola Payment”** means, subject to the authorization by the court supervising the CCAA Proceedings of the CannTrust Group, the payment to be made by the Trustees to Zola Finance Holdings Ltd. and Igor Gimelshtein (together, “**Zola**”) pursuant to the agreement to be entered into between the Trustees and Zola on or before the date that the Plan is implemented, and as contemplated by the Restructuring Support Agreement between Zola, the CannTrust Group, and the CCAA Representatives (as defined in the Plan) dated May 5, 2021.

2. The Claims Administrator shall distribute the Class Compensation Fund as set out below.

II. OBJECTIVE

3. The objective of this Allocation and Distribution Scheme is to equitably distribute the Class Compensation Fund among Class Members that submit valid and timely claims for Eligible Securities.

III. DEADLINE FOR CLAIMS

4. Any Person that wishes to claim compensation from the Class Compensation Fund shall deliver to, or otherwise provide, the Claims Administrator a Claim Form by the date set by the Court. If the Claims Administrator does not receive a Claim Form from a Claimant by the deadline, then the Claimant shall not be eligible for any compensation whatsoever from the Class Compensation Fund. Notwithstanding the foregoing, the Claims Administrator shall have the discretion to permit otherwise-valid late claims without further order of the Court, but only if doing so will not materially delay the distribution of the Class Compensation Fund.

IV. PROCESSING CLAIM FORMS

5. The Claims Administrator shall review each Claim Form and verify that the Claimant is eligible for compensation from the Class Compensation Fund, as follows:

(a) for a Claimant claiming as a Class Member, the Claims Administrator shall be satisfied that:

(i) the Claimant is a Class Member; and

(ii) the claim is not an Excluded Claim;

(b) for a Claimant claiming on behalf of a Class Member or a Class Member's estate, the Claims Administrator shall be satisfied that:

(i) the Claimant has authority to act on behalf of the Class Member or the Class Member's estate in respect of financial affairs;

(ii) the Person or estate on whose behalf the claim was submitted was a Class Member; and

(iii) the claim is not an Excluded Claim.

(c) the Claimant has provided all supporting documentation required by the Claim Form or alternative documentation that is acceptable to the Claims Administrator.

6. The Claims Administrator shall take reasonable measures to verify that the Claimants are eligible for compensation and that the information in the Claims Forms is accurate. The Claims Administrator may make inquiries of the Claimants in the event of any concerns, ambiguities or inconsistencies in the Claim Forms and disallow claims that are not eligible.

V. ALLOCATION OF CLASS COMPENSATION FUND

7. Only Claimants that the Claims Administrator has determined to be eligible for compensation as set forth herein are entitled to recover compensation from the Class Compensation Fund.

8. Only claims in respect of Eligible Securities are entitled to receive compensation from the Class Compensation Fund.

9. As soon as possible after (i) all timely Claim Forms have been processed (and those otherwise-valid late Claim Forms that the Claims Administrator has exercised its discretion to permit); (ii) the time to request a reconsideration for disallowed claims under paragraphs 26-27 has expired; and (iii) all administrative reviews under paragraphs 28-29 have concluded, the Claims Administrator shall distribute the Class Compensation Fund to eligible Claimants.

10. The Claims Administrator shall determine each Claimant's Recognized Claim as follows, subject to the Additional Rules set out at paragraphs 14-19.

(a) Purchase/acquisition and sale amounts in currencies other than Canadian dollars will be converted to equivalent Canadian dollar amounts as needed using publicly available currency exchange rates and in consultation with Class Counsel.[1]

(b) Eligible Securities are those purchased in CannTrust's May 2019 share offering (**"Offering Shares**") and those purchased on the secondary market (**"Secondary Shares**").

[1] For informational purposes, during the Class Period, the USD/CAD exchange rate ranged from CAD$1.28 to CAD$1.36 per US$1.00 with an average of CAD$1.32 per US$1.00. After the Class Period and through March 4, 2021, the USD/CAD exchange rate ranged from CAD$1.25 to CAD$1.45 per US$1.00 with an average of CAD$1.33 per US$1.00.

(c) The "**Recognized Loss Amount"** per Offering Share and Secondary Share purchased/acquired during the Class Period is calculated as follows, with reference to the Share Inflation as set out in Table C at paragraph 11. The Recognized Loss Amount for any particular disposition of Eligible Securities shall be no less than zero.

TABLE A

Date of Sale of Shares acquired during the Class Period	**Recognized Loss Amount per Share**
June 1, 2018 – July 7, 2019	$0
July 8, 2019 – September 16, 2019	The lesser of: (i) the Share Inflation on the date of purchase minus the Share Inflation on the date of sale; or (ii) the Purchase Price minus the Sale Price.
September 17, 2019 – September 30, 2019	The lesser of: (i) the Share Inflation on the date of purchase; or (ii) the Purchase Price minus the Sale Price.
October 1, 2019 – March 5, 2021	The lesser of (i) the Share Inflation on the date of purchase; (ii) the Purchase Price minus CAD$1.70; or (iii) the Purchase Price minus the Sale Price.
Held as of the closing on March 5, 2021	The lesser of (i) the Share Inflation on date of purchase; or (ii) the Purchase Price minus CAD$1.70.

(d) The Recognized Loss Amounts for Offering Shares and Secondary Shares are multiplied by the risk adjustment in the following chart to obtain the "**Risk Adjusted Loss"**:

TABLE B

Type of Share	**Risk Adjustment**
Offering Share	1
Secondary Share	0.8

(e) A Claimant's Recognized Claim is equal to the sum of the Risk Adjusted Loss for each type of share.

11. The applicable Share Inflation amounts are as follows:

TABLE C – SHARE INFLATION	
June 1, 2018 – September 30, 2018	CAD$1.29
October 1, 2018 – July 7, 2019	CAD$5.02
July 8, 2019 – July 9, 2019	CAD$3.57
July 10, 2019 – July 11, 2019	CAD$3.05
July 12, 2019 – July 15, 2019	CAD$2.57
July 16, 2019 – July 23, 2019	CAD$2.09
July 24, 2019 – August 11, 2019	CAD$1.41
August 12, 2019 – September 16, 2019	CAD$0.24
September 17, 2019 before 3:13 p.m. ET[2]	CAD$0.24
September 17, 2019 at or after 3:13 p.m. ET and thereafter	CAD$0.00

[2] Trading at prices at or below CAD$1.85 will be deemed to have occurred after 3:13 p.m. ET.

12. The Claims Administrator shall allocate the Class Compensation Fund on a pro-rata basis to eligible Claimants based upon each eligible Claimant's Recognized Claim.

13. The Claims Administrator shall make payments to the eligible Claimants based on the allocation under paragraph 12, subject to the Additional Rules set forth below.

VI. ADDITIONAL RULES

14. The Claims Administrator shall not make payments to eligible Claimants whose *pro rata* entitlement under this Allocation and Distribution Scheme is less than CAD$50.00. Such amounts shall instead be allocated *pro rata* to other eligible Claimants whose *pro rata* entitlement under this Allocation and Distribution Scheme is equal or greater than CAD$50.00.

15. To the extent a Claimant had an aggregate market gain from his, her or its transactions in Eligible Securities, the value of his, her or its total Recognized Claim will be zero. To the extent that a Claimant suffered an aggregate market loss on transactions in Eligible Securities, but the aggregate market loss was less than the Recognized Claim calculated above, then the Recognized Claim shall be limited to the amount of the aggregate market loss. For purposes of determining whether a Claimant had a market gain with respect to his, her, or its aggregate transactions in CannTrust common stock during the Class Period or suffered a market loss, the Claims Administrator will determine the difference between (i) the Total Purchase Amount and (ii) the sum of the Total Sales Proceeds and Holding Value.[3] This difference will be deemed a Claimant's market gain or loss with respect to his, her, or its aggregate transactions in CannTrust common stock during the Class Period.

[3] The "Total Purchase Amount" is the total amount the Claimant paid (excluding commissions, taxes, and fees) for CannTrust common stock purchased or acquired during the Class Period. The Claims Administrator will match any sales of CannTrust common stock during the Class Period first against the Claimant's opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions, taxes, and fees) for the remaining sales of CannTrust common stock sold during the Class Period will be the "Total Sales Proceeds". The Claims Administrator will ascribe a value of CAD$1.70 per share for CannTrust common stock purchased during the Class Period and still held as of the close of trading on September 17, 2019 (the "Holding Value"). The Holding Value is based on the closing price of CannTrust common stock on September 17, 2019, the last day of the Class Period.

16. There shall be no Recognized Loss Amount on (a) short sales of Eligible Securities during the Class Period or (b) purchases/acquisitions during the Class Period that were used to cover short sales; however, the short sale transactions shall be part of the calculation of a Claimant's aggregate market gain or loss.

17. The receipt or grant by gift, devise or inheritance of Shares during the Class Period shall not be deemed to be a purchase or acquisition of Shares for the calculation of a Claimant's Recognized Loss Amount if the Person from which the Shares were acquired did not themselves acquire the Shares during the Class Period, nor shall it be deemed an assignment of any claim relating to the purchase or acquisition of such Shares unless specifically provided in the instrument or gift or assignment.

18. Shares transferred between accounts belonging to the same Claimant during the Class Period shall not be deemed to be Eligible Securities for the purpose of calculating a Recognized Loss Amount unless those Shares were initially purchased by the Claimant during the Class Period. The share price for such securities shall be calculated based on the share price initially paid for the Eligible Securities.

19. The Claims Administrator shall make payment to an eligible Claimant by either bank transfer or by cheque to the Claimant at the address provided by the Claimant or the last known postal address for the Claimant.

VII. REMAINING UNCLAIMED AMOUNTS

20. If, for any reason, a Claimant does not cash a cheque within six months after the date on which the cheque was sent to the Claimant, the Claimant shall forfeit the right to compensation and the funds shall be distributed in accordance with paragraphs 21-22.

21. If funds remain in the Class Compensation Fund by reason of uncashed distributions or otherwise, then after the Claims Administrator has made reasonable and diligent efforts to have eligible Claimants cash their distributions, and after the payment of any taxes and outstanding fees and expenses of the Claims Administrator, including any fees and expenses to conduct an additional distribution, any balance remaining in the Class Compensation Fund at least six (6) months after the initial distribution of such funds shall be redistributed, if it is economically

feasible to do so, to eligible Claimants who have cashed their initial distributions and would receive at least $50.00 in such additional redistribution, in a manner consistent with this Allocation and Distribution Scheme.

22. Class Counsel shall, if feasible, continue to reallocate any further balance remaining in the Class Compensation Fund after the redistribution is completed among eligible Claimants in the same manner and time frame as provided for above. In the event that Class Counsel determine that further redistribution of any balance remaining (following the initial distribution and redistribution) is no longer feasible, thereafter, Class Counsel shall donate the remaining funds, if any, to a non-sectarian charitable organization(s) certified under the United States Internal Revenue Code § 50l(c)(3) and/or a Canadian charity or other non-profit group to be designated by Class Counsel.

IRREGULAR CLAIMS

23. The claims process is intended to be expeditious, cost effective and "user friendly" and to minimize the burden on Claimants. The Claims Administrator shall, in the absence of reasonable grounds to the contrary, assume the Claimant to be acting honestly and in good faith.

24. Where a Claim Form contains minor omissions or errors, the Claims Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Claims Administrator.

25. The claims process is also intended to prevent fraud, abuse, and the payment of ineligible Claim Forms. If, after reviewing any Claim Form, the Claims Administrator believes that the claim contains errors which cannot be readily corrected with information readily available to the Claims Administrator, then the Claims Administrator may disallow the claim in its entirety or pay it only in part so that an appropriate Recognized Claim is awarded to the Claimant. If the Claims Administrator believes that the claim is fraudulent or contains intentional errors which would materially exaggerate the Recognized Loss to be awarded to the Claimant, then the Claims Administrator shall disallow the claim in its entirety.

26. Where the Claims Administrator disallows a claim, the Claims Administrator shall send to the Claimant at the address provided by the Claimant or the Claimant's last known email or postal

address, a notice advising the Claimant that the claim will be disallowed unless it is corrected and that he, she, or it may request the Claims Administrator to reconsider its decision. For greater certainty, a Claimant is not entitled to a notice or a review where a claim is allowed but the Claimant disputes the determination of the Recognized Claim or his or her individual compensation.

27. Any request for reconsideration must be received by the Claims Administrator within 21 days of the date of the notice advising of the disallowance. If no request for reconsideration is received within this time period, the Claimant shall be deemed to have accepted the Claims Administrator's determination and the determination shall be final and not subject to further review by any court or other tribunal.

28. Where a Claimant submits a request for reconsideration with the Claims Administrator, the Claims Administrator shall advise Class Counsel of the request and conduct an administrative review of the Claimant's request.

29. Following its determination in an administrative review, the Claims Administrator shall advise the Claimant of its determination. In the event the Claims Administrator reverses a disallowance, the Claims Administrator shall send the Claimant at the Claimant's last known postal address, a notice specifying the revision to the Claims Administrator's disallowance.

30. The determination of the Claims Administrator in an administrative review is final and is not subject to further review by any court or other tribunal.

31. Data from each Claim Form shall be retained such that a Claimant will not be required to file further claim forms in any future distributions, except where the Claims Administrator, in consultation with Class Counsel, determines that further claim forms or information are necessary or desirable for efficient claims administration.

32. The failure to file a valid Claim Form shall not prejudice any Person's ability to file a claim form in any future distribution.

33. The Claims Administrator's fees and costs shall be paid from the Class Compensation Fund subject to the approval of Class Counsel, without Court approval.

34. Any matter not referred to above shall be determined by analogy by the Claims Administrator in consultation with Class Counsel.

SCHEDULE C
COOPERATION AGREEMENT – GENERAL PRINCIPLES

All capitalized terms used but not otherwise defined in this Schedule C shall have the meanings given to such terms in the RSA.

A. A material factor influencing CannTrust's decision to execute the Cooperation Agreement is the desire to limit its burden and expense in complying with the agreement. Accordingly, Prosecution Counsel agree to exercise good faith in seeking cooperation from CannTrust and agree not to seek information that is unnecessary, cumulative or duplicative and agree otherwise to avoid imposing undue or unreasonable burdens or expense on CannTrust.

B. The scope of CannTrust's cooperation shall be limited to the allegations asserted in the Actions as presently filed and the Assigned Claims.

C. All cooperation shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided.

D. CannTrust shall not be required to provide cooperation: (i) in violation of any law or Order from a court of competent jurisdiction; (ii) that waives any privilege; or (iii) with regard to conduct outside the scope of the Assigned Claims.

E. As soon as reasonably practicable after the CCAA Plan is implemented:

(a) CannTrust will provide all non-privileged documents (including electronically stored documents) relevant to the Actions and the Assigned Claims in a form mutually acceptable to the Parties. CannTrust makes no representation regarding, and shall bear no liability with respect to, the accuracy of, or that they have, can or will produce a complete set of any of the documents or information, and the failure to do so shall not constitute a breach or violation of the Cooperation Agreement.

(b) If any documents protected by any privilege, including solicitor-client, litigation, attorney work product, settlement, common-interest or joint defence privilege, or any other privilege, doctrine or law, and/or any privacy law or other rule or law of Ontario, Quebec or any other jurisdiction, are accidentally or inadvertently disclosed or produced, such documents shall be promptly returned to CannTrust and the documents and the information contained therein shall not be disclosed or used directly or indirectly, except with the express written permission of CannTrust, and the production of such documents shall in no way be construed to have waived in any manner any privilege, doctrine, law, or protection attached to such documents.

(c) CannTrust's counsel will meet with Prosecution Counsel to provide an evidentiary proffer which will include information that is not covered by privilege, including solicitor-client, litigation, attorney work product, settlement, common-interest or joint defence privilege, or any other privilege relating to the Actions and the Assigned Claims. The Parties agree that there shall be no audio or video recording or written transcription or record of any statements made or information provided by CannTrust's counsel at the proffer, and that Prosecution Counsel may only make written notes of their own thoughts and impressions at the proffer for the purpose of formulating legal advice, pursuing litigation and/or for the purpose of advancing settlement discussions in the interests of the Securities Claimants and the Securities Claimant Trust, as applicable. Notwithstanding any other provision of the Cooperation Agreement, and for greater certainty, it is agreed that any such written notes, and all statements made and information provided by CannTrust's counsel are privileged, will be kept strictly confidential, may not be directly or indirectly disclosed to any other party, and shall not be used by Prosecution Counsel for any purpose other than for their own internal use in connection with the prosecution of the Actions and Assigned Claims and for no other purpose whatsoever.

F. Prosecution Counsel agree that all documents and information made available or provided by CannTrust under the Cooperation Agreement shall be used only in connection with the prosecution of the Actions and the Assigned Claims, and shall not be used directly or indirectly for any other purpose, except to the extent that the documents or information are already publicly available prior to the time of production from CannTrust or subsequently become publicly available other than through the actions of Prosecution Counsel, the Securities Claimants or the Securities Claimant Trust. Prosecution Counsel agree they shall not disclose the documents and information provided by CannTrust beyond what is reasonably necessary for the prosecution of the Actions or Assigned Claims or as otherwise required by law, and acknowledge that they are bound by the deemed undertaking and Rule 30.1 of the Rules of Civil Procedure and the equivalent rules in other Provinces or jurisdictions, except to the extent that the documents or information are publicly available.

G. Prosecution Counsel may request to interview certain of CannTrust's current or former officers, directors or employees under oath. CannTrust will make best efforts to encourage witnesses to attend the interviews but will not compel witnesses to provide witness statements or other testimony under oath. The Securities Claimant Trust will bear the reasonable costs of counsel retained by CannTrust and witnesses to assist in their interactions with Prosecution Counsel. It shall not be a breach of cooperation if any person or entity asserts any right against self-incrimination or similar privilege.

H. The Securities Claimants and the Securities Claimant Trust agree that section 7 is the exclusive means by which they may obtain discovery or information or documents from CannTrust's current or former officers, directors or employees. They agree not to pursue any other means of discovery against, or seek to compel the evidence of CannTrust's current or former officers, directors or employees, whether in Canada or elsewhere and whether under the rules or laws of this or any other Canadian or foreign jurisdiction, unless that person does not cooperate pursuant to section 7.

I. Subject to the rules of evidence or any court Order, CannTrust agrees to use reasonable efforts to produce at trial or through acceptable affidavits for use at trial a current representative qualified to establish the authenticity of the documents provided by

CannTrust pursuant to the Cooperation Agreement (after Class Counsel and counsel for the Securities Claimant Trust, as applicable, has used best efforts to authenticate documents for use at trial without a live witness).

J. To the extent any of CannTrust's cooperation obligations require any current or former employees of CannTrust to travel from their principal place of business or residence to another location, the Securities Claimant Trust shall reimburse that person for reasonable expenses incurred by any such person in connection with fulfilling CannTrust's cooperation obligations.

K. The failure of a specific officer, director, employee or former employee of CannTrust to agree to make him or herself available shall not constitute a violation of the Cooperation Agreement.

L. Any dispute regarding the Cooperation Agreement will not invalidate the CCAA Plan and shall be resolved by way of confidential mediation/arbitration, in a manner to be agreed among the Parties.

SCHEDULE D
FORM OF RELEASE IN FAVOUR OF RELEASED PARTIES

FULL AND FINAL RELEASE

WHEREAS:

A. On March 31, 2020, CannTrust Holdings Inc., CannTrust Inc., CTI Holdings (Osoyoos) Inc. and Elmcliffe Investments Inc. (collectively, the "CannTrust Group") commenced proceedings under the Companies' Creditors Arrangement Act (the "CCAA").

B. Pursuant to the order dated ●, 2021 (the "Sanction Order"), the court supervising the CCAA proceedings of the CannTrust Group approved the plan of compromise, arrangement and reorganization of CannTrust Holdings Inc., CannTrust Inc. and Elmcliffe Investments Inc. dated ●, 2021 (the "CCAA Plan").

C. Capitalized terms used in this full and final release (the "Release") and not otherwise defined have the meanings given to them in the CCAA Plan.

D. On ●, 2021, the CannTrust Plan Companies implemented its CCAA Plan and the releases and injunctions set out in the CCAA Plan and the Sanction Order became effective.

E. The Definitive Documents provide that, following the Effective Time, if the Securities Claimant Trust or Securities Claimants enter into a settlement with a Non-Settlement Party (a "Settlement"), they will obtain a full and final release from the Non-Settlement Party in favour of the Released Parties.

F. **[The Securities Claimants who are plaintiffs in the ● action / the Securities Claimant Trust]** and the undersigned, a Non-Settlement Party, have entered into a Settlement.

G. As a term of the Settlement, the undersigned has agreed to provide this Release to the Released Parties.

NOW THEREFORE, in consideration of the Settlement and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the undersigned agrees in favour of the Released Parties as follows (without limitation to the releases and injunctions set out in the CCAA Plan and the Sanction Order):

1. The undersigned hereby releases, remises and forever discharges each of the Released Parties from any and all Released Claims and Securities-Related Section 5.1(2) Claims, including without limitation any and all Securities-Related Claims and any and all Securities-Related Indemnity Claims.

2. The undersigned agrees not to make or threaten any claim or threaten, commence or continue any action or proceeding (including, without limitation, any subrogated claim, action or proceeding) against any other Person who has or could have, or which could result in, a Securities-Related Indemnity Claim or other claim relating to the Released

Claims or Securities-Related Section 5.1(2) Claims for contribution, indemnity or damages, against any of the Released Parties.

3. The undersigned agrees to indemnify and save harmless the Released Parties from any costs, expenses, losses or damages whatsoever incurred by the Released Parties in connection with or in any way related to defending or responding to any action or other proceeding brought by any other Person against the Released Parties for contribution, indemnity or damages, or any other claim over as a result of any action or other proceeding brought by the undersigned arising out of any matters relating to the Released Claims or the Securities-Related Section 5.1(2) Claims.

4. The undersigned represents, warrants and confirms that:

   (a) it does not hold any Non-Released CannTrust Claims;

   (b) it has executed this Release voluntarily, without any duress or undue influence on the part of any Person;

   (c) it has been advised by counsel of its choice with respect to the terms of this Release, the consequences of same, and the legal effects thereof;

   (d) there is no condition, express or implied, or collateral agreement affecting this Release; and

   (e) it is duly authorized to enter into this Release, and the performance of this Release by the undersigned requires no further consents or approvals from any Person.

5. This Release will inure to the benefit of each Released Party and will be binding upon the undersigned and, in each case, their respective heirs, executors, administrator, other legal representatives, successors and permitted assigns.

6. The rights and obligations of the undersigned under this Release are not assignable in whole or in part.

7. This Release is intended solely for the benefit of the Released Parties and, except as provided expressly herein, is not intended to (and will not) confer any benefit upon, or create any rights in favour of, any Person other than the Released Parties.

8. This Release will be governed by and construed in accordance with the laws the Province of Ontario and the laws of Canada applicable therein, without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction.

IN WITNESS WHEREOF the undersigned has executed this Release this • day of •, 20•.

•

Per: ______________________________

Name:

Title:

SCHEDULE E

INSURERS (ADDITIONAL SETTLEMENT PARTIES) AND INSURANCE POLICIES

Insurer	**Policy #**	**Policy Period**
Allianz Global Risks US Insurance Company	CAF000845190	02/25/2019 - 02/25/2020
Markel Bermuda Limited	MKLB25GPL00008 98	02/25/2019 - 02/25/2020
Ascot Bermuda Limited f/k/a Ascot Reinsurance Company Limited Bermuda	UB19NG017C1X	02/25/2019 - 02/25/2020
Aspen Bermuda Limited	MLAC1E219A0Y	02/25/2019 - 02/25/2020
Assicurazioni Generali S.p.A. UK Branch	B0509FINMW1900 458	02/25/2019 - 02/25/2020
XL Specialty Insurance Company	ELU160098-19	02/25/2019 - 02/25/2020
Chubb Insurance Company of Canada	CODA028862	02/25/2019 - 02/25/2020
Newline Canada Insurance Limited	CAN19941801A	02/25/2019 - 02/25/2020
Allied World Assurance Company (Europe) DAC	B0509FINMW1900 454	02/25/2019 - 02/25/2020
Arch Insurance Canada Ltd.	ABX0062754-00	02/25/2019 - 02/25/2020

SCHEDULE "B"

Monitor's Plan Implementation Certificate

Court File No. CV-20-00638930-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANNTRUST HOLDINGS INC., CANNTRUST INC., CTI HOLDINGS (OSOYOOS) INC. AND ELMCLIFFE INVESTMENTS INC.

Applicants

MONITOR'S PLAN IMPLEMENTATION CERTIFICATE

WHEREAS pursuant to the Order of this Court dated March 31, 2020, Ernst & Young Inc. was appointed as the monitor (the "**Monitor**") of the Applicants in the within CCAA proceedings (the "**CCAA Proceedings**");

AND WHEREAS pursuant to the Order of this Court dated April 16, 2021, CannTrust Holdings Inc., CannTrust Inc. and Elmcliffe Investments Inc. (the "**CannTrust Plan Companies**") filed a plan of compromise, arrangement and reorganization pursuant to the *Companies' Creditors Arrangement Act* (Canada) and the *Business Corporations Act* (Ontario) (as may be amended or restated in accordance with its terms, the "**CCAA Plan**") with the Court;

AND WHEREAS the CCAA Plan has been sanctioned by this Honourable Court by Order dated July 16, 2021 (the "**Sanction Order**");

AND WHEREAS section 9.3 of the CCAA Plan and paragraph 11 of the Sanction Order require the Monitor to serve on the service list in the CCAA Proceedings and post on the website established by the Monitor in respect of the CCAA Proceedings a certificate, signed by the Monitor, certifying that the Plan Implementation Date has occurred;

AND WHEREAS pursuant to the Sanction Order, upon the delivery of the certificate, signed by the Monitor, certifying that the Plan Implementation Date has occurred: (i) the CCAA Proceedings in respect of CTI Holdings (Osoyoos) Inc. ("**CTI**") will be terminated as of the

Effective Time; and (ii) Ernst & Young Inc. shall be deemed to be discharged from its duties, obligations and responsibilities as monitor of CTI and shall be forever released, remised and discharged from any claims against it relating to its activities as monitor of CTI;

AND WHEREAS the CannTrust Plan Companies have delivered to the Monitor a copy of a certificate (i) stating that each of the Plan Implementation Conditions have been satisfied or waived and the Articles of Reorganization of CannTrust Holdings have been filed and have become effective as of the date set out in the Certificate of Amendment and (ii) designating an Effective Time on the Plan Implementation Date;

AND WHEREAS the Plan Implementation Date has occurred;

AND WHEREAS all capitalized terms used but not defined herein shall have the meanings given to them in the CCAA Plan;

THE MONITOR HEREBY CERTIFIES that:

1. The Plan Implementation Date has occurred; and
2. This Certificate is delivered by the Monitor on ____________________, 2021 at ________________ which is the Effective Time for the purposes of the CCAA Plan and the Sanction Order.

Ernst & Young Inc., solely in its capacity as court appointed monitor of the Applicants, and not in its personal capacity or in any other capacity

Per: ___________________________________

Name:

Title:

SCHEDULE "C"

Monitor's Discharge Certificate

Court File No. CV-20-00638930-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANNTRUST HOLDINGS INC., CANNTRUST INC., CTI HOLDINGS (OSOYOOS) INC. AND ELMCLIFFE INVESTMENTS INC.

Applicants

MONITOR'S DISCHARGE CERTIFICATE

WHEREAS pursuant to the Order of this Court dated March 31, 2020, Ernst & Young Inc. was appointed as the monitor (the "**Monitor**") of the Applicants in the within CCAA proceedings (the "**CCAA Proceedings**");

AND WHEREAS pursuant to the Order of this Court dated April 16, 2021, CannTrust Holdings Inc., CannTrust Inc. and Elmcliffe Investments Inc. (the "**CannTrust Plan Companies**") filed a plan of compromise, arrangement and reorganization pursuant to the *Companies' Creditors Arrangement Act* (Canada) and the *Business Corporations Act* (Ontario) (as may be amended or restated in accordance with its terms, the "**CCAA Plan**") with the Court;

AND WHEREAS the CCAA Plan has been sanctioned by this Honourable Court by Order dated July 16, 2021 (the "**Sanction Order**");

AND WHEREAS paragraph 54 the Sanction Order requires that, upon (i) fulfillment of the Monitor's duties under the Claims Procedure Order, the Meeting Order and the Sanction Order; and (ii) the Monitor receiving an acknowledgement of payment in full of the claims secured by the Administration Charge, the Monitor shall serve on the service list in the CCAA Proceedings and post on the website established by the Monitor in respect of these proceedings a certificate, signed by the Monitor, certifying same;

AND WHEREAS the Monitor has completed its duties under the Claims Procedure Order, the Meeting Order and the Sanction Order and has received an acknowledgement of payment in full of the claims secured by the Administration Charge;

AND WHEREAS all capitalized terms used but not defined herein shall have the meanings given to them in the CCAA Plan;

THE MONITOR HEREBY CERTIFIES that:

1. The Monitor has completed its duties under the Claims Procedure Order, the Meeting Order and the Sanction Order;

2. The Monitor has received an acknowledgement of payment in full of the claims secured by the Administration Charge;

3. Upon the filing of this Monitor's Discharge Certificate:

   (a) the CCAA Proceedings shall be terminated;

   (b) Ernst & Young Inc. shall be discharged and released from its duties, obligations and responsibilities as Monitor of the CannTrust Plan Companies and shall be forever released, remised and discharged from any claims against it relating to its activities as Monitor of the CannTrust Plan Companies;

   (c) the Administration Charge (as provided for and defined in the Initial Order and any subsequent Orders in the CCAA Proceedings) shall be terminated, discharged, expunged and released; and

   (d) any Claims Officer appointed in accordance with the Claims Procedure Order shall be discharged and released from all duties, obligations and responsibilities as Claims Officer pursuant to the Orders in the CCAA Proceedings; and

4. This Certificate is delivered by the Monitor on ____________________, 2021.

Ernst & Young Inc., solely in its capacity as court appointed monitor of the CannTrust Plan Companies, and not in its personal capacity or in any other capacity

Per: ____________________________________

Name:

Title:

SCHEDULE "D"

Motion Materials

1. Motion Record of the Applicants dated July 13, 2021, containing:
    a. Affidavit of Greg Guyatt sworn July 13, 2021
2. Motion Record of the CCAA Representatives dated June 2, 2021, containing:
    a. Affidavit of Serge Kalloghlian affirmed June 2, 2021
3. Supplementary Motion Record of the CCAA Representatives dated June 16, 2021, containing:
    a. Affidavit of Serge Kalloghlian affirmed June 16, 2021
4. Tenth Report of the Monitor, dated May 21, 2021
5. Eleventh Report of the Monitor, dated June 2, 2021
6. Supplement to the Eleventh Report of the Monitor, dated June 4, 2021

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANNTRUST HOLDINGS INC., CANNTRUST INC., CTI HOLDINGS (OSOYOOS) INC. AND ELMCLIFFE INVESTMENTS INC.

Court File No. CV-20-00638930-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding Commenced at Toronto

SANCTION ORDER

McCarthy Tétrault LLP
Suite 5300, TD Bank Tower
Toronto ON M5K 1E6

James Gage LSO#: 34676I
Tel: 416-601-7539
Email: jgage@mccarthy.ca

Paul Steep LSO#: 21869L
Tel: 416-601-7998
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Trevor Courtis LSO#: 67715A
Tel: 416-601-7643
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Alexander Steele LSO#: 475719P
Tel: 416-601-8370
Email: asteele@mccarthy.ca

Lawyers for the Applicants

TAB 2-D

This is Exhibit "D" referred to in the Affidavit

of Serge Kalloghlian, sworn before me this

day of December 6th, 2021

____

A Commissioner, etc

Court File No. CV-20-00638930-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANNTRUST HOLDINGS INC., CANNTRUST INC., CTI HOLDINGS (OSOYOOS) INC., AND ELMCLIFFE INVESTMENTS INC.

Applicants

PETER ACETO
MINUTES OF SETTLEMENT
(Effective as of June 11, 2021)

WHEREAS CannTrust Holdings Inc., CannTrust Inc., CTI Holdings (Osoyoos) Inc., and Elmcliffe Investments Inc. (the **"CannTrust Group"**) commenced the within proceedings (the "**CCAA Proceedings**") pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (**"CCAA"**) on March 31, 2020;

AND WHEREAS within the CCAA Proceedings, the CCAA Court ordered on January 29, 2021 that Dharambir Singh and Patrick Hrusa (the **"CCAA Canadian Representatives"**) were appointed to represent the interests of all Canadian and Non-U.S. Securities Claimants in the CCAA Proceedings in relation to their Securities Claims and any related claims, including in relation to any negotiations with respect to the settlement of Securities Claims and the prosecution or settlement of any related claims and the development of the CCAA Plan and any related definitive documentation;

AND WHEREAS within the CCAA Proceedings, the CCAA Court ordered on January 29, 2021 that Granite Point Master Fund, LP and Granite Point Capital Scorpion Focused Ideas Fund (the **"CCAA U.S. Representatives"**, and collectively with the CCAA Canadian Representatives, the **"CCAA Representatives"**) were appointed to represent the interests of the U.S. Securities Claimants in the CCAA Proceedings in relation to their Securities Claims and any related claims, including in relation to any negotiations with respect to the settlement of Securities Claims and the prosecution or settlement of any related claims and the development of the CCAA Plan and any related definitive documentation;

AND WHEREAS Peter Aceto (**"Aceto"**) is a former officer of CannTrust Inc. (**"CannTrust Opco"**), as well as a Respondent in the CCAA Proceedings;

AND WHEREAS the CCAA Representatives, the CannTrust Group, and Aceto (together, the "**Parties**") wish to resolve any and all issues that were raised or that could have been raised in the CCAA Proceedings or in the Actions as well as, more generally, any and all claims or demands or issues that the CCAA Representatives have advanced or could advance against Aceto;

AND WHEREAS CannTrust Holdings, CannTrust Opco and Elmcliffe Investments Inc. have proposed a plan of compromise, arrangement and reorganization in the CCAA Proceedings (as amended from time to time, the "**CCAA Plan**");

AND WHEREAS in addition to the capitalized terms defined elsewhere in these Minutes of Settlement (**"Minutes"**), capitalized terms in this document have the meanings ascribed to them in the CCAA Plan;

AND WHEREAS the CannTrust Group is satisfied with the terms of these Minutes of Settlement as required by section 7.1 of the CCAA Plan;

NOW THEREFORE in consideration of the promises and agreements contained in these Minutes and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to settle all on the following basis:

A. Conditions

1. The agreement set out in these Minutes is conditional on the following (collectively, the **"Conditions"**):

   (a) the CCAA Plan is sanctioned by the CCAA Court and contains the following:

      (i) Aceto is designated as an Additional Settlement Party, in accordance with s. 7.1 of the CCAA Plan; and

      (ii) the bar order contemplated in s. 7.3 of the CCAA Plan is granted by the CCAA Court (or one substantially similar to it) and the scope of its protection includes Aceto;

   (b) pursuant to s. 4.3 of the CCAA Plan, the U.S. Approval Order is granted in the U.S. Class Action, including approval of a bar order effective in the U.S. that is substantially similar to the one found in s. 7.3 of the CCAA Plan and that the scope of this bar order includes protection for Aceto; and

(c) that the California Action is dismissed with prejudice.

B. Aceto Cooperation and Restructuring Support

2. Aceto agrees to support the CCAA Plan in a manner consistent with the RSA. Without limiting the generality of the foregoing, Aceto agrees:

(a) to cooperate with the CannTrust Group in good faith to pursue and support the restructuring of the CannTrust Group and the treatment of the Securities-Related Indemnity Claims in the manner contemplated by the RSA;

(b) to use all reasonable efforts to assist the CannTrust Group to meet the timetable and obtain the orders and approvals contemplated by Section 2.02(1) of the RSA, as may be extended in accordance with the RSA;

(c) that, without the consent of the CannTrust Group, he will not in any way support any plan or restructuring in respect of the CannTrust Group other than the CCAA Plan and the restructuring of the CannTrust Group contemplated by the CCAA Plan, and actively oppose any such other plan or restructuring; and

(d) that the terms of the CCAA Plan will be at the sole discretion of the CannTrust Group.

3. Aceto agrees to comply with the cooperation agreement attached as Schedule A.

4. Aceto will be designated as an "Additional Settlement Party" in accordance with the CCAA Plan.

5. Aceto's Cash Contribution will be included in the payment of US $36,900,000 to be made by the Insurers to the Securities Claimant Trust (the "**Insurer Contribution**"). The Cash Contribution to be made directly by Aceto will be $0. For greater certainty, Aceto shall not be treated as a Released Party under the CCAA Plan and CCAA Sanction Order unless and until the Insurer Contribution has been made to the Securities Claimant Trust in full.

C. Release and Termination of Indemnities

6. Aceto agrees that, as of the Effective Time:

(a) any agreement or other right that he may have against a Released Party (as defined in the CCAA Plan) for indemnification, advancement, contribution, reimbursement, set-off or otherwise (the "**Indemnity Rights**"), shall be terminated;

(b) any claim that has been or could be asserted against a Released Party pursuant to the Indemnity Rights will be fully, finally, irrevocably and forever released, discharged and barred;

(c) the Released Parties will thereupon have no further obligation whatsoever in respect of the Indemnity Rights; and

(d) any claim he has or may have against any member of the CannTrust Group will be fully, finally, irrevocably and forever released, discharged and barred, including without limitation any claims for benefits, salary, vacation pay, termination pay, pay in lieu of notice or any other claims relating to employment or termination therefrom.

D. Payment of Costs in respect of Potential Regulatory/Criminal Proceedings

7. The CCAA Representatives agree to cause the Securities Claimant Trust to indemnify Aceto for reasonable costs, up to the sum of $1 million, of responding to any regulatory or criminal investigation or proceeding related in any way to Aceto's role as officer of CannTrust (the **"Regulatory/Criminal Proceedings")** until the final disposition of the Regulatory/Criminal Proceedings, provided such proceedings are instituted no later than July 25, 2025 (the **"Indemnity"**).

8. Until their obligations under the Indemnity are at an end, the CCAA Representatives will cause the Securities Claimant Trust to maintain a reserve of at least $1 million from the Settlement Funds for the purpose of paying the Indemnity. For clarity, if the costs are paid pursuant to the Indemnity, the reserve may decline in proportion to the payments made thereunder.

9. Aceto will provide a release or waiver of claim in respect of any claims he may have as against any Insurer.

10. Counsel for Aceto and counsel for the CCAA Representatives, acting reasonably, shall jointly agree to the appointment of a referee through which claims on the Indemnity will be processed. The referee's role will be restricted to confirming that the claims relate to reasonable professional fees or disbursements relating to the Indemnity. For further clarity, the Security

Claimant Trust shall pay for the costs of this referee from funds maintained in the reserve for the Indemnity, provided that such costs shall not exceed $25,000.

E. General terms

11. Aceto does not admit any wrong doing, liability or obligation of any kind, and any such wrong doing, liability or obligation is specifically denied.

12. These Minutes shall be construed and governed in accordance with the laws of the Province of Ontario. Any dispute arising under or related to these Minutes shall be litigated in the courts of Ontario located in Toronto.

13. The Parties each acknowledge that they have had an adequate opportunity to read and consider these Minutes and to obtain such advice in regard to these Minutes as they each considered advisable.

14. These Minutes may be executed electronically in counterpart by the Parties, and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. The Parties agree that this may include counterparts exchanged via email.

15. These Minutes are intended to be valid and effective and, to the extent permissible under applicable law, shall be construed in a manner to avoid violation of or invalidity under any applicable law. Should any provision hereof nevertheless be or become invalid, illegal or unenforceable under any applicable law, the other provisions hereof shall not be affected, and to the extent permissible under applicable law, any such invalid, illegal or unenforceable provision shall be deemed amended lawfully to conform to the intent of the parties.

16. Unless otherwise indicated, all references to dollar amounts in these Minutes are to Canadian dollars.

IN WITNESS THEREOF, the parties hereto have executed these Minutes as follows:

THE CCAA REPRESENTATIVES:

CCAA Representative Counsel on behalf of the CCAA Representatives

PETER ACETO:

Witness:	Peter Aceto

THE CANNTRUST GROUP:

CannTrust Holdings Inc.

By: ______________________
(Authorized Signature)

CannTrust Inc.

By: ______________________
(Authorized Signature)

CTI Holdings (Osoyoos) Inc.

By: ________________________________

(Authorized Signature)

Elmcliffe Investments Inc.

By: ________________________________

(Authorized Signature)

16. Unless otherwise indicated, all references to dollar amounts in these Minutes are to Canadian dollars.

IN WITNESS THEREOF, the parties hereto have executed these Minutes as follows:

THE CCAA REPRESENTATIVES:

CCAA Representative Counsel on behalf of the CCAA Representatives

PETER ACETO:

Witness:

Peter Aceto

THE CANNTRUST GROUP:

CannTrust Holdings Inc.

By: (Authorized Signature)

CannTrust Inc.

By: (Authorized Signature)

SCHEDULE "A"

COOPERATION AGREEMENT – GENERAL PRINCIPLES

All capitalized terms used but not otherwise defined in this Schedule A shall have the meanings given to such terms in the CCAA Plan.

A. The scope of Peter Aceto's ("**Settling Defendant**") cooperation shall be limited to the allegations asserted in the Actions and the Assigned Claims.

B. All cooperation shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided.

C. Settling Defendant shall not be required to provide cooperation: (i) in violation of any law or Order from a court of competent jurisdiction; (ii) that waives any privilege; (iii) with regard to conduct outside the scope of the Assigned Claims; or (iv) that requires him to make self-incriminating admissions with respect to his personal fault and/or wrongdoing.

D. Within 45 days after the CCAA Plan is implemented:

(a) Settling Defendant will provide all non-privileged documents (including electronically stored documents) relevant to the Actions and the Assigned Claims in a form mutually acceptable to the parties. Settling Defendant makes no representation regarding, and shall bear no liability with respect to, the accuracy of, or that he has, can or will produce a complete set of any of the documents or information, and the failure to do so shall not constitute a breach or violation of the Cooperation Agreement.

(b) If any documents protected by any privilege, including solicitor-client, litigation, attorney work product, settlement, common-interest or joint defence privilege, or any other privilege, doctrine or law, and/or any privacy law or other rule or law of Ontario, Quebec or any other jurisdiction, are accidentally or inadvertently disclosed or produced, such documents shall be promptly returned to Settling Defendant and the documents and the information contained therein shall not be disclosed or used directly or indirectly, except with the express written permission of Settling Defendant, and the production of such documents shall in no way be construed to have waived in any manner any privilege, doctrine, law, or protection attached to such documents.

(c) Settling Defendant's counsel will meet with Class Counsel and counsel to the Securities Claimant Trust ("**Prosecution Counsel**") to provide an evidentiary proffer which will include information that is not covered by privilege, including solicitor-client, litigation, attorney work product, settlement, common-interest or joint defence privilege, or any other privilege relating to the Actions and the Assigned Claims. The parties agree that there shall be no audio or video recording or written transcription or record of any statements made or information provided by CannTrust's counsel at the proffer, and that Prosecution Counsel may only make written notes of their own thoughts and impressions at the proffer for the purpose of formulating legal advice, pursuing litigation and/or for the purpose of advancing settlement discussions in the interests of the Securities Claimants and the Securities Claimant Trust, as applicable. Notwithstanding any other provision of the Cooperation Agreement, and for greater certainty, it is agreed that any such written notes, and all statements made and information provided by CannTrust's counsel are privileged, will be kept strictly confidential, may not be directly or indirectly disclosed to any other party, and shall not be used by Prosecution Counsel for any purpose other than for their own internal use in connection with the prosecution of the Actions and Assigned Claims and for no other purpose whatsoever.

(d) Settling Defendant will agree to attend an interview with Prosecution Counsel to be taken under oath.

E. Prosecution Counsel agree that all documents and information made available or provided by Settling Defendant under the Cooperation Agreement shall be used only in connection with the prosecution of the Actions and the Assigned Claims, and shall not be used directly or indirectly for any other purpose, except to the extent that the documents or information are already publicly available prior to the time of production from Settling Defendant or subsequently become publicly available other than through the actions of Prosecution Counsel, the Securities Claimants or the Securities Claimant Trust. Prosecution Counsel agree they shall not disclose the documents and information provided by Settling Defendant beyond what is reasonably necessary for the prosecution of the Actions or Assigned Claims or as otherwise required by law, and acknowledge that they are bound by the deemed undertaking and Rule 30.1 of the Rules of Civil Procedure and the equivalent rules in other Provinces or jurisdictions, except to the extent that the documents or information are publicly available.

F. Settling Defendant will provide such witness statements, affidavits and/or other testimony under oath, as may be requested by Prosecution Counsel, for use in the prosecution of the Action and Assigned Claims.

G. Subject to the rules of evidence or any court Order, Settling Defendant agrees to attend at trial of the Actions and Assigned Claims to provide testimony and establish the authenticity of the documents provided by Settling Defendant pursuant to the Cooperation Agreement.

TAB 2-E

This is Exhibit “E” referred to in the Affidavit

of Serge Kalloghlian, sworn before me this

day of December 6th, 2021

A Commissioner, etc

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS CannTrust Holdings Inc. ("**CannTrust Holdings**") is a publicly traded company head-quartered in Vaughan, Ontario, and incorporated under the laws of the province of Ontario;

AND WHEREAS Allianz Global Risks US Insurance Company ("**Allianz**"), Policy Number CAF000845190 (the **"Allianz Primary Policy**"); Markel Bermuda Limited, Policy Number MKLB25GPL0000898 (the "**Markel First Excess Policy**"); Ascot Bermuda Limited f/k/a Ascot Reinsurance Company Limited Bermuda, Policy Number UB19NG017C1X (the "**Ascot Second Excess Policy**"); Aspen Bermuda Limited, Policy Number MLAC1E219A0Y (the "**Aspen Third Excess Policy**"), Assicurazioni Generali S.p.A., Policy Number B0509FINMW1900458 (the "**Generali Fourth Excess Policy**"); and XL Specialty Insurance, Policy Number ELU160098-19 (the "**XL Fifth Excess Policy**") (collectively, "**ABC Insurers**") each issued a policy of insurance to CannTrust Holdings for the period February 25, 2019 to February 25, 2020, subject to their own terms, conditions, limits of liability, and a USD $5M self insured retention; (collectively, the "**ABC Policies**");

AND WHEREAS Greg Guyatt, Robert Marcovitch, Mark Dawber, Shawna Page, Mitchell Sanders, Ian Abramowitz, Stanley Abramowitz, Mark Litwin, John Kaden, Illana Platt, Brady Green, Brad Rogers, Michael Ravensdale, Graham Lee, Norman Paul, and Andrea Kirk are each an insured under the ABC Policies (individually by his or her own name, collectively the "**Insured Persons**");

AND WHEREAS the ABC Insurers rescinded the ABC Policies as against Peter Aceto, Eric Paul and, by imputation, CannTrust Holdings, pursuant to letters issued by the ABC Insurers (the

“**Rescission(s)**”), and whereas Peter Aceto and Eric Paul denied the Rescissions were properly made;

AND WHEREAS CannTrust Holdings, the Insured Persons, Peter Aceto, Eric Paul, and other parties are variously named as defendants in various securities-related civil actions in Canada and internationally (the “**Actions**”), which generally allege and relate to, without limitation: (i) CannTrust growing more cannabis than for which it was licensed, using black market seeds, and operating unlicensed growing and storing rooms; (ii) artificial inflation of share prices; and (iii) losses after the conduct was discovered and sanctioned by Health Canada, resulting in decreased share prices;

AND WHEREAS CannTrust Holdings, CannTrust Inc. (“**CannTrust Opco**”), CTI Holdings (Osoyoos) Inc. (“**CTI**”), and Elmcliffe Investments Inc. (“**Elmcliffe**” and collectively with CannTrust Holdings, CannTrust Opco and CTI, the **“CannTrust Group”**) commenced proceedings (the “**CCAA Proceedings**”) pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (**“CCAA”**) on March 31, 2020;

AND WHEREAS within the CCAA Proceedings, the Court ordered on January 29, 2021 that Dharambir Singh and Patrick Hrusa (the **“CCAA Canadian Representatives”**) were appointed to represent the interests of all Canadian and Non-U.S. Securities Claimants in the CCAA Proceedings in relation to their Securities Claims and any related claims, including in relation to any negotiations with respect to the settlement of Securities Claims and the prosecution or settlement of any related claims and the development of the CCAA Plan and any related definitive documentation;

AND WHEREAS within the CCAA Proceedings, the Court ordered on January 29, 2021 that Granite Point Master Fund, LP and Granite Point Capital Scorpion Focused Ideas Fund (the **"CCAA U.S. Representatives"**, and collectively with the CCAA Canadian Representatives, the **"CCAA Representatives"**) were appointed to represent the interests of the U.S. Securities Claimants in the CCAA Proceedings in relation to their Securities Claims and any related claims, including in relation to any negotiations with respect to the settlement of Securities Claims and the prosecution or settlement of any related claims and the development of the CCAA Plan and any related definitive documentation;

AND WHEREAS within the CCAA Proceedings, the Court issued an order on July 16, 2021 (the "**CCAA Sanction Order**"), among other things, approving and sanctioning the fourth amended and restated plan of compromise, arrangement and reorganization of CannTrust Holdings, CannTrust Opco and Elmcliffe under the CCAA and the *Business Corporations Act* (Ontario) dated July 7, 2021 (as it may be amended from time to time, the "**CCAA Plan**");

AND WHEREAS in addition to the capitalized terms defined elsewhere in this Settlement Agreement and Release (**"Agreement"**), capitalized terms in this document have the meanings ascribed to them in the CCAA Plan;

AND WHEREAS the CCAA Plan provided that the ABC Insurers would be an Additional Settlement Party if they executed and delivered an Additional RSA prior to the Plan Implementation Date in accordance with section 7.1 of the CCAA Plan;

AND WHEREAS the CannTrust Group is satisfied that this Agreement is an Additional RSA that satisfies section 7.1 of the CCAA Plan;

AND WHEREAS the CCAA Representatives, the CannTrust Group, Peter Aceto, Eric Paul, Ian Abramowitz, Greg Guyatt, Robert Marcovitch, Mark Dawber, Shawna Page, Mitchell Sanders, John Kaden, Illana Platt, Brady Green, any other Insured Person who is a party to this agreement from time to time (the latter group known as the "**Joinder Parties**"), and the ABC Insurers (the "**Parties**, or each a "**Party**"), wish to resolve any and all claims and interests which the CCAA Representatives, the CannTrust Group, the Insured Persons or Peter Aceto and Eric Paul may have, or may acquire, under any one or more of the ABC Policies or against any one or more of the ABC Insurers, including all claims and interest that directly or indirectly arise out of, in connection with, are attributable to, relate to or otherwise involve in any way the use of unlicensed rooms to grow cannabis;

NOW, THEREFORE, with the intent of being legally bound hereby, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, which the Parties acknowledge is sufficient to create a legally binding agreement, the Parties agree as follows:

1. <u>THE SETTLEMENT</u>

1.1 Subject to the terms contained in this Agreement, and upon satisfaction of the Conditions, the ABC Insurers will pay the total amount of USD $30,000,000.00 (Thirty-Million-Dollars) (the "**Settlement Amount**") to the Securities Claimant Trust, with such payments being payable severally by the ABC Insurers as detailed at Schedule A hereto in accordance with the wire instructions to be provided by CCAA Representative Counsel to the ABC Insurers in writing.

1.2 Without limitation to the releases effected pursuant to the CCAA Plan and CCAA Sanction Order, the CannTrust Group, the CCAA Representatives, Peter Aceto, Eric Paul, Ian Abramowitz, Greg Guyatt, Robert Marcovitch, Mark Dawber, Shawna Page, Mitchell Sanders, John Kaden, Illana Platt, Brady Green and the Joinder Parties do hereby, on behalf of himself, herself, themselves, or itself, and their respective heirs, executors, administrators, successors and assigns, and on behalf of any other party, or person who might claim a right or interest through the party, with effect at the Effective Time and conditional on payment of the Settlement Amount, release and forever discharge the ABC Insurers together with, as applicable, their respective heirs, predecessors, executors, administrators, successors, insurers and assigns, present and past employees, officers, directors, agents, parents, subsidiaries, affiliated companies or organizations, transferees, directors, officers, brokers, representatives, agents, underwriting and claims services managers, partners, reinsurers and attorneys from any and all claims, potential claims, actions, causes of action, rights of action, complaints and/or demands for damages, investigations, prosecutions, losses, injuries, debts, obligations, liabilities, costs, expenses, rights or interest howsoever arising which the Party had, now has, or which hereafter it can, shall or may have, whether known or unknown, suspected or unsuspected, for or by any reason arising out of or in relation to: (a) any or all of the Actions; (b) any or all of the ABC Policies; (c) the conduct of the ABC Insurers, or any one of them, in relation to the ABC Policies, the Actions or the Rescissions; and (d) the Rescissions, including but not limited to claims for bad faith, unfair claims practices, and extra-contractual exposure, except for (i) non-payment of the Settlement Amount provided herein; and (ii) any claim for breach of this Agreement (the "**Released Claims**.").

1.3 Without limiting the generality of section 1.2 of this Agreement, the CannTrust Group, the CCAA Representatives, Peter Aceto, Eric Paul, Ian Abramowitz, Greg Guyatt, Robert Marcovitch, Mark Dawber, Shawna Page, Mitchell Sanders, John Kaden, Illana Platt, Brady Green and the Joinder Parties declare that the intent of this Agreement is to fully and finally conclude all matters which were raised or could have been raised by CannTrust Group, the CCAA Representatives, the Insured Persons, Peter Aceto, Eric Paul and the Joinder Parties, or any one of them, in the Actions, the CCAA Proceedings, and/or in relation to any past, present or future claim for coverage under or against the ABC Policies. It is understood and agreed that this Agreement is intended to cover, and does cover, not only all known claims, but also losses, damages or claims of interest or rights not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof and to finally and fully conclude any issues or disputes between the Parties, anywhere in the world, in relation to any or all of the Actions, the CCAA Proceedings, and/or any or all of the ABC Policies. Specifically, and without limitation, the terms of this Agreement constitute a full policy release and apply to claims against ABC Insurers for defence costs of the Insured Persons in relation to any civil, criminal, administrative, extradition, or regulatory proceeding, or formal or informal investigation by an external body or person, including any appeal therefrom, or any other claims whatsoever under the ABC Policies whether associated with the matters raised in the Actions or otherwise.

1.4 The CannTrust Group, the CCAA Representatives, Ian Abramowitz, Greg Guyatt, Robert Marcovitch, Mark Dawber, Shawna Page, Mitchell Sanders, John Kaden, Illana Platt, Brady Green, Peter Aceto, Eric Paul and the Joinder Parties further agree not to make any claim or take any proceedings or make any complaint against any other person or corporation who might claim contribution or indemnity by virtue of any basis of claim from the person, persons and corporations discharged by this Agreement. In the event that any person or corporation commences or continues any such claim or action against a Party, regardless of where in the world such claim or action is commenced or continued, the Parties agree that this Agreement may be pleaded by the Parties, or by the person or corporation who might have a claim for contribution and indemnity from the Parties, as a complete bar and defence to such claim or action.

1.5 By entering this Agreement, each of the ABC Insurers will be designated as an Additional Settlement Party in accordance with the CCAA Plan.

1.6 Each of the ABC Insurers agrees to support the CCAA Plan in a manner consistent with the RSA. Without limiting the generality of the foregoing, each of the ABC Insurers agrees that, without the consent of the CannTrust Group, the ABC Insurers will not in any way support any plan or restructuring of the CannTrust Group other than the CCAA Plan and the restructuring of the CannTrust Group contemplated by the CCAA Plan.

[redacted] [redacted]

[redacted]

2. <u>CONDITIONS</u>

2.1 This Agreement and the obligations of the ABC Insurers and other Parties hereunder are conditional upon (the "**Conditions**"):

(a) there having been no material amendments without the ABC Insurers' prior written consent to:

(i) Articles 7 or 8 of the CCAA Plan;

(ii) any defined terms in the CCAA Plan where such defined terms are incorporated by reference in this Agreement; and

(iii) any other provisions of the CCAA Plan;

where such amendments may, in the opinion of the ABC Insurers acting reasonably, adversely affect the rights and entitlements of the ABC Insurers;

(b) the ABC Insurers being treated as Released Parties under the CCAA Plan, including as provided for in sections 7.2 and 7.3 of the CCAA Plan; and

(c) the CCAA Plan being sanctioned by the CCAA Court, the U.S. Approval Order being entered by the U.S. Court and the CCAA Plan being implemented.

3. <u>COMPROMISE</u>

The Parties agree and acknowledge that this Agreement is entered into for the purpose of resolving the Actions and any contested coverage issues under or in connection with the ABC Policies and to avoid the substantial costs, expenses and uncertainties associated with otherwise resolving such disputes. It is also expressly agreed and acknowledged that neither the execution nor performance of any of the terms of this Agreement shall constitute or be construed as an admission by any of the Parties of any liability or insurance coverage or any fact or any indication that any claim or charge made by any of the Parties against each other has any merit.

4. ADDITIONAL TERMS AND CONDITIONS

4.1 The Parties each hereby represent that neither they nor any of their representatives, agents, partners, employees, or attorneys have heretofore assigned, transferred, pledged, hypothecated, or purported to assign, transfer, pledge, or hypothecate, to any person, entity, or individual, any of the Released Claims, or any rights under any of the Policies.

4.2 Each of the Parties acknowledges that they may have sustained damages, losses, fees, costs or expenses that are presently known, unknown or unsuspected, and that such damages, losses, fees, costs or expenses as the Party may have sustained might give rise to additional damages, losses, fees, costs or expenses in the future. Nevertheless, each of the Parties acknowledges that this Agreement has been negotiated and agreed upon in light of such possible damages, losses, fees, costs or expenses, and each knowingly, voluntarily and expressly waives, to the fullest extent permitted by law, any and all rights they may have under any statute or any common law principle that would limit the effect of the foregoing releases based upon their knowledge at the time they execute this Agreement.

4.3 This Agreement and the releases contained herein shall bind and inure to the benefit of the agents, representatives, successors, heirs, and assigns of the Parties hereto.

4.4 This Agreement may be executed in counterparts and by facsimile. Each of said counterparts, when so executed and delivered, shall be deemed an original and, taken together, shall constitute but one and the same instrument.

4.5 Each of the Parties hereto has entered into this Agreement freely and voluntarily and after having consulted with counsel and having had the terms hereto explained to him, her or it by counsel. The Parties appreciate and understand the terms hereto and are fully satisfied with the releases set forth herein.

4.6 This Agreement may be executed by a Party or his, her or its counsel. Each person who executes this Agreement on behalf of a Party represents that he or she is fully authorized to do so, and in executing this Agreement, binds that Party.

4.7 No provision of this Agreement shall be construed against a Party or its respective counsel merely because such Party or the Party's counsel drafted such provision.

4.8 This Agreement constitutes the entire, final and complete Agreement between the Parties and supersedes and replaces all written and oral agreements and understandings existing by and among the Parties or their representatives. This Agreement may not be modified or amended except by means of a writing signed by each of the Parties to this Agreement.

4.9 This Agreement is without precedential value and shall not be used in any proceeding or hearing to create, prove, or interpret the obligations under, or terms and conditions of the ABC Policies entered into between the Insured Persons, Peter Aceto, Eric Paul, CannTrust Holdings, and any of the ABC Insurers, or any other agreement between or among the Parties.

4.10 This Agreement shall be deemed to have been executed and delivered within the province of Ontario, and the rights and obligations of the Parties hereunder shall be construed in accordance with, and governed by, the laws of this jurisdiction without regard to its laws relating to conflict or choice of laws.

4.11 The Parties agree and acknowledge that by entering into this Agreement, Markel Bermuda Limited, Ascot Bermuda Limited f/k/a Ascot Reinsurance Company Limited Bermuda and Aspen Bermuda Limited shall not be deemed in any way to be conducting business in the United States or Canada, or any state, territory, or possession of the United States, or province or territory of Canada or be subject to the jurisdiction of any local, state or federal court in the United States, or of any court of any state, territory, possession, or jurisdiction of the United States or of any territorial, provincial, or federal court of Canada including the Supreme Court of Canada.

4.12 Notwithstanding anything to the contrary herein, should any dispute under this Agreement arise between the Insured Persons and any one or more of the ABC Insurers, such dispute, provided it solely involves or relates to the terms of this Agreement and does not in any way involve or relate to the terms of the ABC Policies (or any one of them) shall be decided by Dennis O’Connor, Esq. of Borden Ladner Gervais LLP. Nothing contained in this paragraph in any way affects, amends or modifies the terms of the ABC Policies including but not limited to the choice of law and dispute resolution provisions set forth in the ABC Policies.

4.13 The invalidity or unenforceability of any provision of this Agreement or any part thereof as determined by a court of competent jurisdiction shall in no way affect the validity or enforceability of any other provision hereof, or the remainder of such provision.

4.14 The captions and headings used in this Agreement are intended solely for the convenience of the reader, and shall not affect the scope, intent or interpretation of this Agreement.

4.15 The Parties to this Agreement will not disclose the provisions of this Agreement to any other person or entity, except: (a) to the extent that such disclosure may be required by the operation of law, regulation, subpoena or court order, or to obtain court approval of the settlement or distribution of settlement funds described herein; (b) to the officers, directors, agents, accountants, auditors, insurers, lenders, reinsurers, regulators and/or bond trustee of the Parties to this Agreement; (c) to the legal counsel of each of the Parties to this Agreement; (d) to the extent that such disclosure is consented to in a separate writing by the Parties to this Agreement, which consent shall not be unreasonably withheld; (e) by each Party to this Agreement in an action to enforce the terms of this Agreement; and (f) as agreed in section 4.15 of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

SIGNED in the presence of	)	
	)	
	)	
______________________________	)	______________________________
	)	
Witness		**ERIC PAUL**
Date: Nov 8, 2021		Date: Nov. 8, 2021

SIGNED in the presence of	)	
	)	
	)	
______________________________	)	______________________________
	)	
Witness		**PETER ACETO**
Date: _______________, 2021		Date: _______________, 2021

SIGNED in the presence of	)	
	)	
	)	
______________________________	)	______________________________
Witness		**MITCHELL SANDERS**
Date: _______________, 2021		Date: _______________, 2021

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

SIGNED in the presence of)
)
)
______________________________) ______________________________
)

Witness	**ERIC PAUL**
Date: ______________, 2021	Date: ______________, 2021

SIGNED in the presence of)
)
)
______________________________) ______________________________
)

Sylvia Sutej Witness	**PETER ACETO**
Date: November 12, 2021	Date: November 12, 2021

SIGNED in the presence of)
)
)
______________________________) ______________________________

Witness	**MITCHELL SANDERS**
Date: ______________, 2021	Date: ______________, 2021

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

SIGNED in the presence of	)	
	)	
	)	
________________________	)	________________________
	)	
Witness		**ERIC PAUL**
Date: ____________, 2021		Date: ____________, 2021
SIGNED in the presence of	)	
	)	
	)	
________________________	)	________________________
	)	
Witness		**PETER ACETO**
Date: ____________, 2021		Date: ____________, 2021
SIGNED in the presence of	)	
	)	
	)	
________________________	)	________________________
Witness		**MITCHELL SANDERS**
Date: Nov. 9., 2021		Date: Nov. 9, 2021

SIGNED in the presence of	)	
	)	
	)	
Theresa Dawber	)	M Dawber
	)	
Witness		**MARK DAWBER**
Date: Nov 9, 2021		Date: NOV. 9, 2021

SIGNED in the presence of	)	
	)	
	)	
______________________	)	______________________
	)	
Witness		**ROBERT MARCOVITCH**
Date: ____________, 2021		Date: ____________, 2021

SIGNED in the presence of	)	
	)	
	)	
______________________	)	______________________
	)	
Witness		**SHAWNA PAGE**
Date: ____________, 2021		Date: ____________, 202

SIGNED in the presence of)
)
)
)
)

Witness

Date: ______________, 2021

MARK DAWBER

Date: ______________, 2021

SIGNED in the presence of)
)
)
)
)

Witness

Date: November 9, 2021

ROBERT MARCOVITCH

Date: November 9, , 2021

SIGNED in the presence of)
)
)
)
)

Witness

Date: ______________, 2021

SHAWNA PAGE

Date: ______________, 202

SIGNED in the presence of)

)

)

______________________________) ______________________________

)

Witness | **MARK DAWBER**

Date: _______________, 2021 | Date: _______________, 2021

SIGNED in the presence of)

)

)

______________________________) ______________________________

)

Witness | **ROBERT MARCOVITCH**

Date: _______________, 2021 | Date: _______________, 2021

SIGNED in the presence of)

)

DocuSigned by:
Steven Page
F6586CFD8BFA43B...)

______________________________) ______________________________

)

Witness | **SHAWNA PAGE**

Date: 11/9/2021, 2021 | Date: November 9, 2021, 202

SIGNED in the presence of)))))

Rachel Serlin

Rachel Serlin
Witness
Date: 11 / 10 / , 2021

JOHN KADEN
Date: 11 / 10 / , 2021

SIGNED in the presence of)))))

______________________________ ______________________________

Witness
Date: Date: ______________, 2021

IAN ABRAMOWITZ
Date: ______________, 2021

SIGNED in the presence of)))))

______________________________ ______________________________

Witness
Date: Date: ______________, 2021

ILLANA PLATT
Date: ______________, 2021

SIGNED in the presence of)
)
)
____________________________) ____________________________
)

Witness

Date: ______________, 2021

JOHN KADEN

Date: ______________, 2021

SIGNED in the presence of)
)
)
____________________________) ____________________________
)

Witness

Date: Date: November 12, 2021

IAN ABRAMOWITZ

Date: Nov 12, 2021

SIGNED in the presence of)
)
)
____________________________) ____________________________
)

Witness

Date: Date: ______________, 2021

ILLANA PLATT

Date: ______________, 2021

SIGNED in the presence of)
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)

Witness

Date: ______________, 2021

JOHN KADEN

Date: ______________, 2021

SIGNED in the presence of)
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)

Witness

Date: Date: ______________, 2021

IAN ABRAMOWITZ

Date: ______________, 2021

SIGNED in the presence of)
)
)
)
)

Witness

Date: Date: NOV 10, 2021

ILLANA PLATT

Date: Nov 10, 2021

Scanned with CamSca

SIGNED in the presence of

)
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)
)
)

Witness

Date: Date: Nov 9., 2021

GREG GUYATT

Date: NOV 9, 2021

SIGNED in the presence of

)
)
)
)
)

Witness

Date: Date: ______________, 2021

BRADY GREEN

Date: ______________, 2021

CannTrust Holdings Inc.

By: ______________________

Its: CEO

I have authority to bind the corporation

SIGNED in the presence of)

)

)

______________________________) ______________________________

)

Witness | **GREG GUYATT**

Date: Date: ______________, 2021 | Date: ______________, 2021

SIGNED in the presence of)

)

)

______________________________) ______________________________

)

Witness | **BRADY GREEN**

Date: Date: Nov 15, 2021 | Date: Nov 15, 2021

CannTrust Holdings Inc.

By: ______________________________

Its:

I have authority to bind the corporation

CannTrust Inc.

By: ______________________

Its: CEO

I have authority to bind the corporation

CTI Holdings (Osoyoos) Inc.

By: ______________________

Its: President and Treasurer

I have authority to bind the corporation

Elmcliffe Investments Inc.

By: ______________________

Its: President, Secretary and Treasurer

I have authority to bind the corporation

CCAA Representatives Counsel

By: ______________________

I have authority to bind CCAA

Representatives and the Securities

Claimants Trust

CannTrust Inc.

By: ________________________________

Its:

I have authority to bind the corporation

CTI Holdings (Osoyoos) Inc.

By: ________________________________

Its:

I have authority to bind the corporation

Elmcliffe Investments Inc.

By: ________________________________

Its:

I have authority to bind the corporation

CCAA Representatives Counsel

By: ________________________________

I have authority to bind CCAA

Representatives and the Securities

Claimants Trust

Allianz Global Risks US Insurance Company

By: ______________________________

Its: Chief Agent & Head of Claims Canada

I have authority to bind the corporation

Markel Bermuda Limited

By: ______________________________

Its:

I have authority to bind the corporation

Ascot Bermuda Limited f/k/a Ascot

Reinsurance Company Limited Bermuda

By: ______________________________

Its:

I have authority to bind the corporation

Aspen Bermuda Limited

By: ______________________________

Its:

I have authority to bind the corporation

Allianz Global Risks US Insurance Company

By: ______________________________

Its:

I have authority to bind the corporation

Markel Bermuda Limited

By: ______________________________

Its: Manager - Professional Liability Claims

I have authority to bind the corporation

Ascot Bermuda Limited f/k/a Ascot

Reinsurance Company Limited Bermuda

By: ______________________________

Its:

I have authority to bind the corporation

Aspen Bermuda Limited

By: ______________________________

Its:

I have authority to bind the corporation

Allianz Global Risks US Insurance Company

By: ______________________________

Its:

I have authority to bind the corporation

Markel Bermuda Limited

By: ______________________________

Its:

I have authority to bind the corporation

Ascot Bermuda Limited f/k/a Ascot

Reinsurance Company Limited Bermuda

By: Patrick J Donohue

Its: PATRICK J. DONOHUE
MENDES & MOUNT, LLP
COUNSEL

I have authority to bind the corporation

Aspen Bermuda Limited

By: ______________________________

Its:

I have authority to bind the corporation

Allianz Global Risks US Insurance Company

By: ______________________________

Its:

I have authority to bind the corporation

Markel Bermuda Limited

By: ______________________________

Its:

I have authority to bind the corporation

Ascot Bermuda Limited f/k/a Ascot

Reinsurance Company Limited Bermuda

By: ______________________________

Its:

I have authority to bind the corporation

Aspen Bermuda Limited

By: ______________________________

Its: Senior Vice President, Insurance Claims

I have authority to bind the corporation

Assicurazioni Generali S.p.A.

By: ________________________________

Its: Senior Claims Analyst

I have authority to bind the corporation

XL Speciality Insurance

By: ________________________________

Its:

I have authority to bind the corporation

Assicurazioni Generali S.p.A.

By:

Its:

I have authority to bind the corporation

XL Speciality Insurance

By:

Its: AVP- Claims

I have authority to bind the corporation

Schedule "A"

ABC Insurers	**Settlement Amount**
Allianz Global Risks US Insurance Company	USD $7,927,887.21
Markel Bermuda Limited	USD $8,451,140.50
Ascot Bermuda Limited f/k/a Ascot Reinsurance Company Limited Bermuda	USD $4,175,000.00
Aspen Bermuda Limited	USD $6,097,986.16
Assicurazioni Generali S.p.A.	USD $2,097,986.16
XL Speciality Insurance	USD $1,250,000.00
TOTAL	**USD $30,000,000.00**

Schedule "B"

Joinder Agreement

This joinder agreement (the "**Joinder Agreement**") is made as of ___________________, 202__.

WHEREAS the CCAA Representatives, the CannTrust Group. the ABC Insurers and others entered into a Settlement Agreement and Release as of _____________, 2021 (the "**Settlement Agreement**");

AND WHEREAS in addition to the capitalized terms defined elsewhere in this Joinder Agreement, capitalized terms in this document have the meanings ascribed to them in the Settlement Agreement;

AND WHEREAS the undersigned Insured Person wishes to enter into this Joinder Agreement to become a party to the Settlement Agreement, as contemplated by section 1.7 of the Settlement Agreement;

NOW, THEREFORE, with the intent of being legally bound hereby, in consideration of the covenants and promises set forth in this Joinder Agreement and the Settlement Agreement, and other good and valuable consideration, which the undersigned acknowledges is sufficient to create a legally binding agreement, the undersigned agrees as follows:

As of the date of this Joinder Agreement, the undersigned hereby becomes a Party to the Settlement Agreement.

As of the date of this Joinder Agreement, the undersigned:

1. agrees to be bound by the terms of Settlement Agreement as a Joinder Party, with the same force and effect as if the undersigned was an original signatory to the Settlement Agreement;
2. without limitation, agrees to the release of claims against the ABC Insurers and others pursuant to section 1.2 of the Settlement Agreement, with the same force and effect as if the undersigned was an original signatory to the Settlement Agreement; and
3. without limitation, confirms each acknowledgement and declaration of the Joinder Parties in the Settlement Agreement with the same force and effect as if the undersigned was an original signatory to the Settlement Agreement.

This Joinder Agreement shall be deemed to have been executed and delivered within the province of Ontario, and the rights and obligations of the undersigned hereunder shall be construed in accordance with, and governed by, the laws of this jurisdiction without regard to its laws relating to conflict or choice of laws.

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be executed as of the date first written above.

SIGNED in the presence of	)	
	)	
	)	
	)	
	)	
Witness Date: ____________, 202__		Name: ___________________ Date: _______________, 202__

TAB 2-F

This is Exhibit “F” referred to in the Affidavit

of Serge Kalloghlian, sworn before me this

day of December 6th, 2021

____

A Commissioner, etc

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS CannTrust Holdings Inc. ("**CannTrust Holdings**") is a publicly traded company head-quartered in Vaughan, Ontario, and incorporated under the laws of the province of Ontario;

AND WHEREAS each of Eric Paul, Peter Aceto, Mark Litwin, Mitchell Sanders, Mark Dawber, Robert Marcovitch, Shawna Page, John Kaden, Ian Abramowitz, Stanley Abramowitz, Brad Rogers, Illana Platt, and Greg Guyatt, is or was an officer and/or Director of CannTrust Holdings (the "**CannTrust Directors and Officers**");

AND WHEREAS a Side A DIC Directors' and Officers' Liability Insurance Policy bearing policy number CODA028862, and effective February 25, 2019, was issued by Chubb Insurance Company of Canada which insured the CannTrust Directors and Officers ("**Chubb**" and the "**Chubb Polic**y", respectively) subject to its own terms, conditions, and limitations;

AND WHEREAS a Side A DIC Directors' and Officers' Liability Insurance Policy bearing policy number CAN19941801A, and effective February 25, 2019 was issued which insured the CannTrust Directors and Officers (the "**Newline Policy**") subject to its own terms, conditions, and limitations. The Newline Policy is effected through its Approved Coverholder, Newline Canada Insurance Limited ("**Newline**"). Newline is the sole member and capital provider to Syndicate 1218, with respect to the Newline Policy;

AND WHEREAS a Side A DIC Directors' and Officers' Liability Insurance Policy bearing policy number BO509FINMW1900454, and effective February 25, 2019, was issued by Allied World Assurance Company which insured the CannTrust Directors and Officers ("**AWAC**" and the "**AWAC Policy**", respectively) subject to its own terms, conditions, and limitations;

AND WHEREAS a Side A DIC Directors' and Officers' Liability Insurance Policy bearing policy number ABX0062754-00, and effective February 25, 2019, was issued by Arch Insurance Canada Limited which insured the CannTrust Directors and Officers ("**Arch**" and the "**Arch Policy**", respectively) subject to its own terms, conditions, and limitations;

AND WHEREAS Chubb, Newline, AWAC, and Arch are hereinafter referred to collectively as the "**DIC Insurers**", and the Chubb Policy, the Newline Policy, the AWAC Policy, and the Arch Policy are hereinafter referred to collectively as the "**DIC Policies**";

AND WHEREAS CannTrust Holdings, the CannTrust Directors and Officers, and other parties are variously named as defendants in various securities-related civil actions in Canada and internationally (the "**Actions**"), which generally allege and relate to, without limitation: (i) CannTrust Holdings growing more cannabis than for which it was licensed, using black market seeds, and operating unlicensed growing and storing rooms; (ii) artificial inflation of share prices; and (iii) losses after the conduct was discovered and sanctioned by Health Canada, resulting in decreased share prices;

AND WHEREAS CannTrust Holdings, CannTrust Inc. ("**CannTrust Opco**"), CTI Holdings (Osoyoos) Inc. ("**CTI**") and Elmcliffe Investments Inc. ("**Elmcliffe**" and collectively with CannTrust Holdings, CannTrust Opco and CTI, the "**CannTrust Group**") and related entities commenced proceedings (the "**CCAA Proceedings**") pursuant to the *Companies' Creditors Arrangement Act,* RSC 1985, c. C-36, as amended ("**CCAA**") on March 31, 2020;

AND WHEREAS within the CCAA Proceedings, the Court ordered on January 29, 2021 that Dharambir Singh and Patrick Hrusa (the **"CCAA Canadian Representatives"**) were appointed to represent the interests of all Canadian and Non-U.S. Securities Claimants in the CCAA Proceedings (as defined therein) in relation to the Actions, including in relation to any negotiations with respect to the settlement of Securities Claims and the prosecution or settlement of any related claims and the development of the CCAA Plan and any related definitive documentation;

AND WHEREAS within the CCAA Proceedings, the Court ordered on January 29, 2021 that Granite Point Master Fund, LP and Granite Point Capital Scorpion Focused Ideas Fund (the "**CCAA U.S. Representatives**", and collectively with the CCAA Canadian Representatives, the "**CCAA Representatives**") were appointed to represent the interests of the U.S. Securities Claimants in the CCAA Proceedings in relation to the Actions, including in relation to any negotiations with respect to the settlement of Securities Claims and the prosecution or settlement of any related claims and the development of the CCAA Plan and any related definitive documentation;

AND WHEREAS within the CCAA Proceedings, the Court issued an order on July 16, 2021 (the "**CCAA Sanction Order**"), among other things, approving and sanctioning the fourth amended and restated plan of compromise, arrangement and reorganization of CannTrust Holdings, CannTrust Opco and Elmcliffe under the CCAA and the *Business Corporations Act* (Ontario) dated July 7, 2021 (as it may be amended from time to time, the "**CCAA Plan**");

AND WHEREAS in addition to the capitalized terms defined elsewhere in this Settlement Agreement ("**Agreement**"), capitalized terms in this document have the meanings ascribed to them in the CCAA Plan;

AND WHEREAS the CCAA Plan provided that the DIC Insurers would be an Additional Settlement Party if they executed and delivered an Additional RSA prior to the Plan Implementation Date in accordance with section 7.1 of the CCAA Plan;

AND WHEREAS the CannTrust Group is satisfied that this Agreement is an Additional RSA that satisfies section 7.1 of the CCAA Plan;

AND WHEREAS the CannTrust Group, the CCAA Representatives, the CannTrust Directors and Officers that are a party to this agreement from time to time (the "**Joinder Parties**") and the DIC Insurers (collectively, the "**Parties**"), wish to resolve any and all claims and interests which the CCAA Representatives, the CannTrust Group or the CannTrust Directors and Officers may have, or may acquire, under any one or more of the DIC Policies or against any one or more of the DIC Insurers;

NOW THEREFORE, with the intent of being legally bound hereby, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, which the Parties acknowledge is sufficient to create a legally binding agreement, the Parties agree as follows:

Conditions

1. This Agreement, including the obligations of the Parties to be carried out and the releases to be effected hereunder, is conditional upon (the "**Conditions**"):

    a. there having been no material amendments without the DIC Insurers' prior written consent to:

        i. Articles 7 or 8 of the CCAA Plan;

        ii. any defined terms in the CCAA Plan where such defined terms are incorporated by reference in this Agreement; and

        iii. any other provisions of the CCAA Plan;

    where such amendments may adversely affect the rights and entitlements of the DIC Insurers;

    b. the DIC Insurers being treated as Released Parties under the CCAA Plan, including as provided for in sections 7.2 and 7.3 of the CCAA Plan;

    c. the CCAA Plan being implemented by the CannTrust Plan Companies; and

    d. Peter Aceto and Eric Paul (the "**Necessary Joinder Parties**") executing the joinder agreement attached hereto as Schedule B (the "**Joinder Agreement**").

Settlement and Release

2. Upon the satisfaction of the Conditions, the DIC Insurers will pay the total amount of $6,900,000 USD (Six-Million-Nine-Hundred-Thousand-Dollars) (the "**Settlement Amount**") to the Securities Claimant Trust, with such payments being payable severally by the DIC Insurers and as detailed at Schedule A hereto.

3. Without limitation to the releases effected pursuant to the CCAA Plan and CCAA Sanction Order, the CannTrust Group, the CCAA Representatives and the Joinder Parties do hereby, on behalf of himself, herself, themselves, or itself, and their respective heirs, executors, administrators, successors and assigns, and on behalf of any other party, or person who

might claim a right or interest through the party, with effect at the Effective Time and conditional on payment of the Settlement Amount, release and forever discharge the DIC Insurers together with, as applicable, their respective heirs, executors, administrators, successors, insurers and assigns, present and past employees, officers, directors, agents, subsidiaries and affiliated companies or organizations from any and all actions, causes of action, claims, complaints and/or demands for damages, losses, injuries, rights or interest howsoever arising which the Party had, now has, or which hereafter it can, shall or may have for or by any reason arising out of or in relation to: (a) any or all of the Actions; or (b) any or all of the DIC Policies, except for (i) non-payment of the Settlement Amount provided herein; and (ii) any claim for breach of this Agreement (the "**Released Claims**").

4. Without limiting the generality of section 3 of this Agreement, the CannTrust Group, the CCAA Representatives and the Joinder Parties declare that the intent of this Agreement is to fully and finally conclude all matters which were raised or could have been raised by CannTrust Group, the CCAA Representatives and the Joinder Parties in the Actions, the CCAA Proceedings, and/or in relation to any past, present or future claim for coverage under the DIC Policies. It is understood and agreed that this Agreement is intended to cover, and does cover, not only all known claims, but also losses, damages or claims of interest or rights not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof and to finally and fully conclude any issues or disputes between the Parties, anywhere in the world, in relation to any or all of the Actions, the CCAA Proceedings, and/or any or all of the DIC Policies. Specifically, and without limitation, the terms of this Agreement constitute a full policy release and apply to claims for defence costs of the CannTrust Directors and Officers in relation to any civil, criminal, administrative, extradition, or regulatory proceeding, or formal or informal investigation by an external body or person, including any appeal therefrom, or any other claims whatsoever under the DIC Policies whether associated with the matters raised in the Actions or otherwise.

5. The CannTrust Group, the CCAA Representatives and the Joinder Parties further agree not to make any claim or take any proceedings or make any complaint against any other person or corporation who might claim contribution or indemnity by virtue of any basis of claim from the person, persons and corporations discharged by this Agreement. In the event that

any person or corporation commences or continues any such claim or action against a Party, regardless of where in the world such claim or action is commenced or continued, the Parties agree that this Agreement may be pleaded by the Parties, or by the person or corporation who might have a claim for contribution and indemnity from the Parties, as a complete bar and defence to such claim or action.

6. Each of the DIC Insurers agrees to support the CCAA Plan in a manner consistent with the RSA. Without limiting the generality of the foregoing, each of the DIC Insurers agrees that, without the consent of the CannTrust Group, the DIC Insurers will not in any way support any plan or restructuring of the CannTrust Group other than the CCAA Plan and the restructuring of the CannTrust Group contemplated by the CCAA Plan, and will object to and vote against any such other plan or restructuring.

Additional Terms and Conditions

7. If requested by the DIC Insurers, the CannTrust Group and CCAA Representative Counsel will make reasonable efforts to procure the execution of the Joinder Agreement by the CannTrust Directors and Officers other than the Necessary Joinder Parties.

8. The Parties hereby acknowledge and agree that they have had the benefit of legal advice and accept the terms of this Agreement.

9. The Parties hereby represent and warrant that they have not assigned to any person, firm, or corporation any of the Released Claims.

10. It is agreed and understood that the DIC Insurers do not by the payments set out in this Agreement or otherwise admit any liability or obligation of any kind whatsoever to any other Party and such liability or obligation is specifically denied.

11. This Agreement may be executed by the Parties by fax or electronic transmission in as many counterparts as necessary, each of which shall be deemed to be an original and the counterparts together shall constitute one and the same Settlement Agreement.

12. This Agreement shall bind and inure to the benefit of the agents, representatives, successors, heirs, and assigns of the Parties hereto.

13. This Agreement may be executed by a Party or his, her or its counsel. Each person who executes this Agreement on behalf of a Party represents that he or she is fully authorized to do so, and in executing this Agreement, binds that Party.

14. The invalidity or unenforceability of any provision of this Agreement or any part thereof as determined by a court of competent jurisdiction shall in no way affect the validity or enforceability of any other provision hereof, or the remainder of such provision.

15. This Agreement shall be deemed to have been executed and delivered within the province of Ontario, and the rights and obligations of the Parties hereunder shall be construed in accordance with, and governed by, the laws of this jurisdiction without regard to its laws relating to conflict or choice of laws.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as follows:

CannTrust Holdings Inc.

By: ____________________
Its:

I have authority to bind the corporation

CannTrust Inc.

By: ____________________
Its:

I have authority to bind the corporation

CTI Holdings (Osoyoos) Inc.

By: ____________________
Its:

I have authority to bind the corporation

Elmcliffe Investments Inc.

By: ____________________
Its:

I have authority to bind the corporation

CCAA Representatives

By: ____________________

I have authority to bind CCAA Representatives

Chubb Insurance Company of Canada

By: ______________________________
Its: Lawyer, W. Colin Empke

I have authority to bind the corporation

Newline Canada Insurance Limited

By: ______________________________
Its:

I have authority to bind the corporation

Allied World Assurance Company

By: ______________________________
Its: Lawyer, W. Colin Empke

I have authority to bind the corporation

Arch Insurance Canada Limited

By: ______________________________
Its:

I have authority to bind the corporation

Chubb Insurance Company of Canada

By: ____________________________
Its:

I have authority to bind the corporation

Newline Canada Insurance Limited

By: ____________________________
Its: Solicitor Barry Papazian

I have authority to bind the corporation

Allied World Assurance Company

By: ____________________________
Its:

I have authority to bind the corporation

Arch Insurance Canada Limited

By: ____________________________
Its:

I have authority to bind the corporation

Chubb Insurance Company of Canada

By: ________________________________
Its:

I have authority to bind the corporation

Newline Canada Insurance Limited

By: ________________________________
Its:

I have authority to bind the corporation

Allied World Assurance Company

By: ________________________________
Its:

I have authority to bind the corporation

Arch Insurance Canada Limited

By: ________________________________
Its: Lawyer David Vaillancourt

I have authority to bind the corporation

SCHEDULE "A"

Payment by DIC Insurers

Chubb Insurance Company of Canada – $**3,800,000 USD**

Newline Canada Insurance Limited – $**1,700,000 USD**

Allied World Assurance Company – **$900,000 USD**

Arch Insurance Canada Limited - **$500,000 USD**

Schedule "B"

Joinder Agreement

This joinder agreement (the "**Joinder Agreement**") is made as of September 9, 2021.

WHEREAS the CCAA Representatives, the CannTrust Group and the DIC Insurers entered into a Settlement Agreement and Release as of ●, 2021 (the "**Settlement Agreement**");

AND WHEREAS in addition to the capitalized terms defined elsewhere in this Joinder Agreement, capitalized terms in this document have the meanings ascribed to them in the Settlement Agreement;

AND WHEREAS the undersigned wishes to enter into this Joinder Agreement to become a party to the Settlement Agreement, as contemplated by section 1(d) or section 8 of the Settlement Agreement;

AND WHEREAS this Joinder Agreement is without prejudice to the fact that Chubb accepted insurance coverage of the undersigned subject to certain reservations and paid certain of his defence costs to that end;

NOW, THEREFORE, with the intent of being legally bound hereby, in consideration of the covenants and promises set forth in this Joinder Agreement and the Settlement Agreement, and other good and valuable consideration, which the undersigned acknowledges is sufficient to create a legally binding agreement, the undersigned agrees as follows:

1. As of the date of this Joinder Agreement, the undersigned hereby becomes a Party to the Settlement Agreement.

2. As of the date of this Joinder Agreement, the undersigned:

a. agrees to be bound by the terms of Settlement Agreement as a Joinder Party, with the same force and effect as if the undersigned was an original signatory to the Settlement Agreement;

b. without limitation to section 2(a) of this Joinder Agreement, agrees to the release of claims against the DIC Insurers and others pursuant to section 3 of the Settlement Agreement, with the same force and effect as if the undersigned was an original signatory to the Settlement Agreement; and

c. without limitation to section 2(a) of this Joinder Agreement, confirms each acknowledgement and declaration of the Joinder Parties in the Settlement Agreement with the same force and effect as if the undersigned was an original signatory to the Settlement Agreement.

3. This Joinder Agreement shall be deemed to have been executed and delivered within the province of Ontario, and the rights and obligations of the undersigned hereunder shall be construed in accordance with, and governed by, the laws of this jurisdiction without regard to its laws relating to conflict or choice of laws.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be executed as of the date first written above.

SIGNED in the presence of)

Witness

Date: SEPT. 9, 2021

Name: ERIC PAUL

Date: SEPT. 9, 2021

Schedule "B"

Joinder Agreement

This joinder agreement (the "**Joinder Agreement**") is made as of September 14, 2021.

WHEREAS the CCAA Representatives, the CannTrust Group and the DIC Insurers entered into a Settlement Agreement and Release as of •, 2021 (the "**Settlement Agreement**");

AND WHEREAS in addition to the capitalized terms defined elsewhere in this Joinder Agreement, capitalized terms in this document have the meanings ascribed to them in the Settlement Agreement;

AND WHEREAS the undersigned wishes to enter into this Joinder Agreement to become a party to the Settlement Agreement, as contemplated by section 1(d) or section 8 of the Settlement Agreement;

AND WHEREAS this Joinder Agreement is without prejudice to the fact that Chubb accepted insurance coverage of the undersigned subject to certain reservations and paid certain of his defence costs to that end;

NOW, THEREFORE, with the intent of being legally bound hereby, in consideration of the covenants and promises set forth in this Joinder Agreement and the Settlement Agreement, and other good and valuable consideration, which the undersigned acknowledges is sufficient to create a legally binding agreement, the undersigned agrees as follows:

1. As of the date of this Joinder Agreement, the undersigned hereby becomes a Party to the Settlement Agreement.

2. As of the date of this Joinder Agreement, the undersigned:

a. agrees to be bound by the terms of Settlement Agreement as a Joinder Party, with the same force and effect as if the undersigned was an original signatory to the Settlement Agreement;

b. without limitation to section 2(a) of this Joinder Agreement, agrees to the release of claims against the DIC Insurers and others pursuant to section 3 of the Settlement Agreement, with the same force and effect as if the undersigned was an original signatory to the Settlement Agreement; and

c. without limitation to section 2(a) of this Joinder Agreement, confirms each acknowledgement and declaration of the Joinder Parties in the Settlement Agreement with the same force and effect as if the undersigned was an original signatory to the Settlement Agreement.

3. This Joinder Agreement shall be deemed to have been executed and delivered within the province of Ontario, and the rights and obligations of the undersigned hereunder shall be construed in accordance with, and governed by, the laws of this jurisdiction without regard to its laws relating to conflict or choice of laws.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be executed as of the date first written above.

SIGNED in the presence of

Witness

Date: Sept 14, 2021

Name: Peter Aceto

Date: Sept 14, 2021

TAB 2-G

This is Exhibit "G" referred to in the Affidavit

of Serge Kalloghlian, sworn before me this

day of December 6th, 2021

A Commissioner, etc

Court File No. CV-20-00638930-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANNTRUST HOLDINGS INC., CANNTRUST INC., CTI HOLDINGS (OSOYOOS) INC., AND ELMCLIFFE INVESTMENTS INC.

Applicants

IAN ABRAMOWITZ INDEMNITY AGREEMENT

(Effective as of June 14, 2021)

WHEREAS Ian Abramowitz ("**Abramowitz**"), the CCAA Representatives, and the CannTrust Group entered into Minutes of Settlement effective May 5, 2021 (**"Minutes**"), a copy of which is attached hereto as Schedule "A";

AND WHEREAS in addition to the capitalized terms defined elsewhere in this Indemnity Agreement (**"Agreement"**), capitalized terms in this document have the meanings ascribed to them in the CCAA Plan;

AND WHEREAS the Insurers and the CCAA Representatives have arrived at a settlement in principle for the resolution of Securities Claims and Securities-Related Claims for which the Insurers have financial exposure;

AND WHEREAS it is contemplated that the Insurers will require, as a condition of settlement, full policy releases, which will include a release of any obligations owed by the Insurers to Abramowitz;

AND WHEREAS the CCAA Representatives represent that the funds to be deposited to the Securities Claimant Trust will be held with a Schedule 1 Canadian Bank and are in excess of $100 million CAD;

NOW THEREFORE in consideration of the promises and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Abramowitz and the CCAA Representatives (the "**Parties**") agree as follows:

1. The CCAA Representatives agree to cause the Securities Claimant Trust to indemnify Abramowitz for reasonable costs, up to the sum of $1,000,000, of responding to any regulatory or criminal investigation or proceeding related in any way to Abramowitz's role as officer of CannTrust (the **"Regulatory/Criminal Proceedings"**) until the final disposition of the Regulatory/Criminal Proceedings, provided such proceedings are instituted no later than July 25, 2025 (the **"Indemnity"**).

2. Until their obligations under the Indemnity are at an end, or the risk of Regulatory/Criminal Proceedings being instituted has passed, the CCAA Representatives will cause the Securities Claimant Trust to maintain a reserve of at least $1,000,000 for the purpose of paying the Indemnity. For clarity, if the costs are paid pursuant to the Indemnity, the reserve may decline in proportion to the payments made thereunder.

3. Abramowitz will provide a release or waiver of claim in respect of any claims he may have as against any Insurer.

4. Counsel for Abramowitz and counsel for the CCAA Representatives, acting reasonably, shall jointly agree to the appointment of a referee through which claims on the Indemnity will be processed. The referee's role will be restricted to confirming that the claims relate to reasonable professional fees or disbursements relating to the Indemnity. All claims on the Indemnity will be approved by the referee and paid by the Securities Claimant Trust within 15 days of the date of the invoice for the professional fees or disbursements. For further clarity, the Securities Claimant Trust shall pay for the costs of this referee from funds maintained in the reserve for the Indemnity, provided that such costs shall not exceed $25,000.

5. Abramowitz represents that he has demanded that the Insurers provide coverage for professional fees or disbursements incurred by Abramowitz in relation to the Securities Claims and Securities-Related Claims prior to the completion of any settlement with the Insurers, including fees and disbursements associated with obtaining approval of the settlements of the Actions. To the extent the Insurers do not or refuse to provide such coverage, the CCAA Representatives agree to cause the Securities Claimant Trust to indemnify Abramowitz for those professional fees or disbursements, including any such fees or disbursements incurred after May 31, 2021 and fees paid to Mary Jane Stitt Professional Corporation of $5,000 pursuant to invoice dated April 5, 2021, all of which will not exceed CAD $25,000 in the aggregate. All professional fees or disbursements referred to in this paragraph shall be paid within 15 days of the date that the Securities Claimant Trust receives the Cash Contributions pursuant to the CCAA Plan.

6. The CCAA Representatives agree that the Indemnity referred to in paragraphs 1 and 2 may also be drawn upon to indemnify professional fees and disbursements incurred by Abramowitz in connection with approval of the settlement of the Actions or any opt-outs from the Actions, including the U.S. Class Action. Recourse to the Indemnity for the purposes described in this paragraph will be subject to the following:

(a) in relation to opt-outs from the Actions, Abramowitz will have access to the full amount of the Indemnity (i.e., $1,000,000);

(b) otherwise, Abramowitz will have access to a maximum of $100,000.

7. For further clarity, any payments required to be made by the Securities Claimant Trust shall not occur until at least 15 days from the date the Securities Claimant Trust has received the Cash Contributions pursuant to the CCAA Plan.

8. For greater certainty, this Indemnity Agreement is conditional on the following (the "**Conditions**"):

(a) the CCAA Plan is sanctioned by the CCAA Court and contains the following:

(i) Abramowitz is designated as an Additional Settlement Party, in accordance with s. 7.1 of the CCAA Plan;

(ii) the bar order contemplated in s. 7.3 of the CCAA Plan is granted by the CCAA Court (or one substantially similar to it) and the scope of its protection includes Abramowitz; and

(iii) "Released CannTrust Parties" is defined as: "the Original Settlement Parties, the other entities in which CannTrust Holdings owns directly or indirectly not less than 50% of the common equity, the Monitor, and their respective Representatives, but excluding the Directors named as defendants in one or more of the Actions who are not Settlement Parties and the Representatives of each such excluded Director."

(b) pursuant to s. 4.3 of the CCAA Plan, the U.S. Approval Order is granted in the U.S. Class Action and affirmed on appeal (if any), including approval of a bar order effective in the U.S. that is substantially similar to the one found in s. 7.3 of the CCAA Plan and that the scope of this bar order includes protection for Abramowitz; and

(c) the California Action is dismissed with prejudice.

9. For greater certainty, should the Conditions not be satisfied, this Indemnity Agreement shall not have any force or effect and Abramowitz will have no obligations under this Indemnity Agreement. Among other things, Abramowitz will retain all rights to coverage under any insurance policy with the Insurers that would have otherwise been assigned, released or waived under this Indemnity Agreement.

~Signatures on following page~

IN WITNESS THEREOF, the parties hereto have executed this Indemnity Agreement as follows:

CCAA Representative Counsel on behalf of the CCAA Representatives

Witness:

Ian Abramowitz

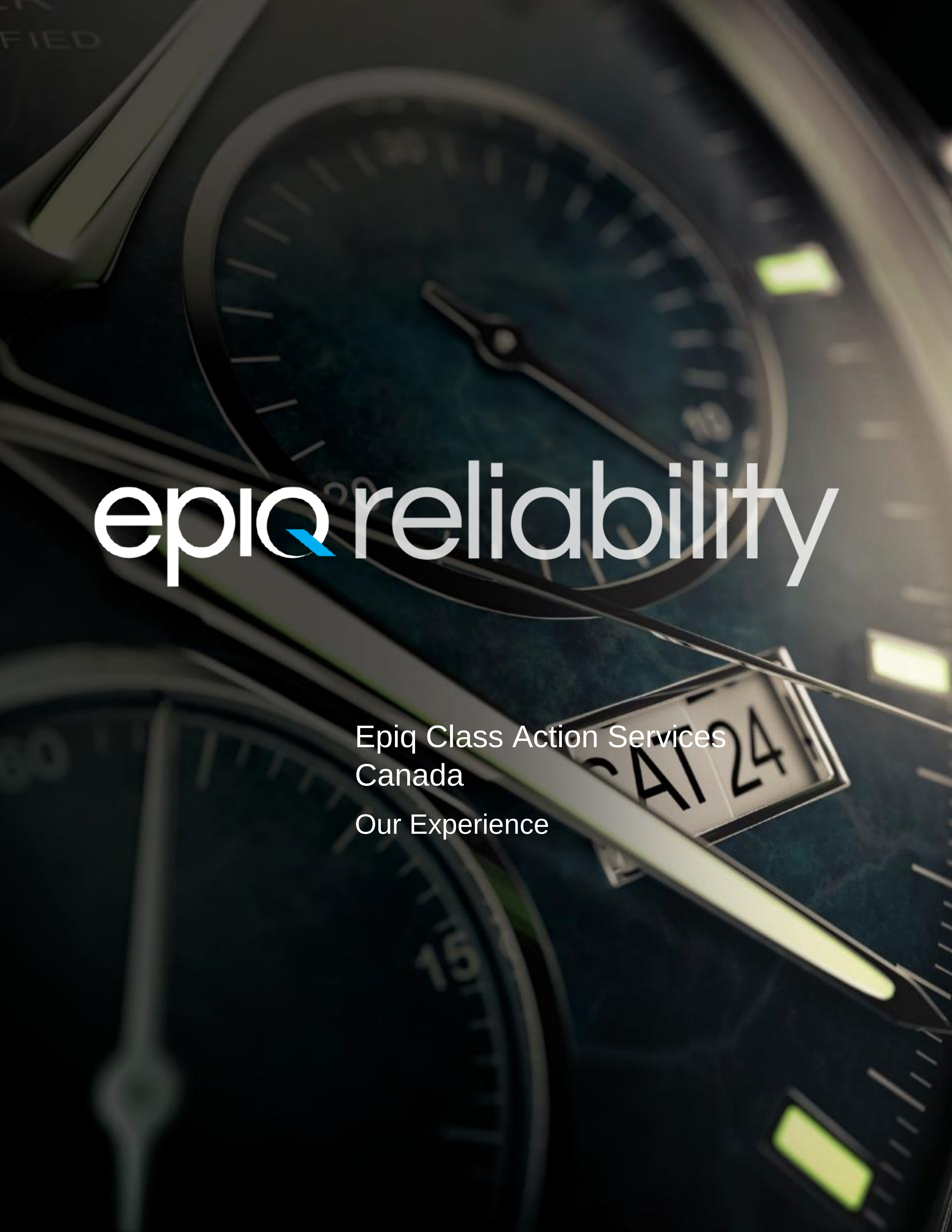
TAB 2-H

This is Exhibit “H” referred to in the Affidavit

of Serge Kalloghlian, sworn before me this

day of December 6th, 2021

A Commissioner, etc



epiq reliability

Epiq Class Action Services Canada

Our Experience

Epiq Class Action Services Canada

Epiq Canada offers decades of experience administering some of the largest and most complex claim administration mandates in Canadian history. With offices in Ottawa, Toronto and Waterloo, we employ more than sixty-five (65) full-time lawyers, paralegals, insurance claims adjusters, certified project and risk managers, adjudicators, and call centre staff. Epiq Canada staff are Canadians, half of whom are bilingual.

Epiq Class Action Services Canada Inc. is a Canadian federal corporation (CBCA – corporation number 635771-7), that is independent and neutral.

Legal Notice & Claim Administration Experience

Canadian Automotive

Auto Air Bag Mazda (Takata)
Auto Air Bag Subaru (Takata)
Auto Air Bag Toyota (Takata)
BC Toyota
Daimler Chrysler Financial Lost Data Tape
Ford Fuel Consumption
GM Defective Intake Manifold Gasket
Honda – Defective Odometers
Honda Tire Appeals
Honda Takata Auto Airbag
Hyundai Fuel Economy
Hyundai Theta Engine
Kia Fuel Economy Mercedes
Kia Theta Engine
Mazda Takata Auto Airbag
Osram Sylvania Autolights
Subaru Takata Auto Airbag
Toyota Access
Toyota Unintended Acceleration
Toyota Frame Rust
Toyota Takata Auto Airbag
Torstar Auto Dealer Advertising
Volkswagen 2006 Jetta Defective Wiring
Volkswagen/Audi Timing Chain

Canadian Banking

American Express FX Fees – Adams
American Express FX Fees – Marcotte
BMO Data Breach
BMO FX Fees – Marcotte
Desjardins – 1998 Ice Storm
Mogo Money Voucher
Money Mart
Quik Payday Loans
Royal Bank 2004 - Computer Redress

Canadian Bankruptcy

Sears Canada Bankruptcy
Sinorama Vacations Bankruptcy

Canadian Consumer

1998 Quebec Ice Storm
American Express FX Fees – Adams
American Express FX Fees – Marcotte
AMT Commuter Train Delay
Bausch and Lomb Eye Lenses
Baycol Cholesterol Drug
BC Fireplaces
BC School Districts
Behr Wood Sealant
BMO FX Fees – Marcotte
CDI College
Conquest Vacations
E-Books
Ford Fuel Consumption
Fujitsu Defective Hard Drives
GM Defective Intake Manifold Gasket
Honda – Defective Odometers
Honda Takata Auto Airbag
Honda Tire Appeals
HP OfficeJet Printers Dynamic Security
Hyundai Fuel Economy
Hyundai Theta Engine
J&J Baby Bedtime Bath
Kia Fuel Economy Mercedes
Kia Theta Engine
Kyocera Mita
Lennox Gas Fireplaces
Maiden Form
Mangan v Inco
Maytag Neptune Washing Machines
Mazda Takata Auto Airbag
Microsoft Canadian Product Price Fixing

Mercedes
Money Mart
Mogo Money Voucher
Nature's Touch Berry Recall
Quik Payday Loans
Royal Bank 2004 - Computer Redress
Samsung Canada Top-Load Washers
Sears Canada Bankruptcy
Shell Polybutylene Pipes
Sinorama Vacations Bankruptcy
Sorbates Price Fixing I
Sorbates Price Fixing II
Stratford Floods
Subaru Takata Auto Airbag
Tiffany Gate Foods
Toyota Frame Rust
Toyota Takata Auto Airbag
Toyota Unintended Acceleration
Trillium Banquet Ecoli
Walkerton Compensation Plan
Whistler Cable (Criminal Interest Rate)
Vacances Sinorama Inc.

Canadian Contamination - Blood

Hep C Prison Blood
Hepatitis C – Pre 86 – Post 90 Alberta
Hepatitis C (1986-90)
Hepatitis C (Pre 1986, Post 1990)
Hepatitis C EAP 2
Hepatitis C Late Claims

Canadian Contamination - Other

Capers Hepatitis A
City of Saint John
Diamond Pet Foods
Harvey's/Swiss Chalet Ecoli
Loblaw In-Store Produce Hepatitis A
Maple Leaf Foods Listeriosis
Nature's Touch Frozen Berries
North Battleford Cryptosporidium Contaminated Water
Paramed - Improper Sterilization of Equipment
Scarborough Hospital Dialysis Equipment
Tiffany Gate Foods
Trillium Banquet Hall Ecoli
Walkerton Compensation Plan

Canadian Employment/Benefits

BC Doctors
Denny's Restaurants
GM Retirees HCM
KPMG Overtime
Niagara College Appeals

Canadian Environmental

Cotter v. Levy, Plastimet Fire
Stratford Floods

Canadian Federal Government

15 Year Disposition of Records Project (IRS)
Assured Income for the Severely Handicapped ("AISH") Financial Benefits
BSE (Mad Cow) Class Action
CAF-DND Sexual Misconduct
Canada Student Loans
Global Affairs Canada Government Insurance
Indian Residential Schools Article 12 Appeals
Indian Residential Schools ATIP Requests
Indian Residential Schools CEP Appeal Administration
Indian Residential Schools CEP Court Appeals
Indian Residential Schools CEP Reconsideration
Indian Residential Schools Court Monitor
Indian Residential Schools IAP Administration
Indian Residential Schools NAC Appeals Process
Indian Residential Schools Notice Administration
Indian Residential Schools Personal Credit Administration
Indian Residential Schools – Schools Appeals
Newfoundland Indian Residential Schools
Nutrition North Program
Thalidomide Survivors Compensation Plan

Canadian Indigenous

15 Year Disposition of Records Project (IRS)
Indian Residential Schools Article 12 Appeals
Indian Residential Schools ATIP Requests
Indian Residential Schools CEP Appeal Administration
Indian Residential Schools CEP Court Appeals
Indian Residential Schools CEP Reconsideration
Indian Residential Schools Court Monitor
Indian Residential Schools IAP Administration
Indian Residential Schools NAC Appeals Process
Indian Residential Schools Notice Administration
Indian Residential Schools Personal Credit Administration
Indian Residential Schools – Schools Appeals
IRS Newfoundland

Newfoundland Indian Residential Schools

Canadian Institutional Abuse

Bishop College
Brazeau Federal Prisoners
CPRI
Crown Wards
Crown Wards Failure to Act
Federal Administrative Segregation
Federal Prisoner Mental Health
Huronia Residential Schools - Phase II
Huronia Residential Schools
Immigrant Detainees
Jail Lockdown
Keeping Training Schools
Minors in Custody
Nova Home for Colored Children
Ontario Administrative Segregation
Ontario Youth Justice Facilities
Prisoner Mental Health
Provincial Schools for the Deaf
Quebec CHSLD
Rideau Regional Centres
Schedule 1 Facilities
School for the Blind
Schools for the Deaf
Sheila Morrison Schools
Southwestern Regional Centres
W. Ross MacDonald Program

Canadian Medical/Personal Injury/Medical Devices

Air France Pearson Crash
Air Transat Azores Emergency Landing
Antigonish Diocese Sex Abuse
Biomet Metal on Metal Hip Implant Dine v. Biomet
Cardozo Sexually Transmitted Disease
Centerpulse Hip Replacements
Champix
Cilinger Radiotherapy Treatment Delays
Depuy Hip Implants
Dermalive Facial Fillers
Dow Corning-Ontario Breast Implants
Dupont Foot Stint
Grosu Requip
Guidant Defibrillators
Hep C Prison Blood
Hepatitis C – Pre 86 – Post 90 Alberta
Hepatitis C (1986-90)

Hepatitis C (Pre 1986, Post 1990)
Hepatitis C EAP 2
Hepatitis C Late Claims
Miramichi Hospital Forceps
Miramichi Pathology
Newfoundland Breast Cancer
Pain Pumps
Paramed - Improper Sterilization of Equipment
Paxil
St. Jude ICD
Stryker Rejuvenate Modular Hip System
Thalidomide Survivors Compensation Plan
UBC Andrology Lab
Vitek TMJ
Zimmer Durom Hip Implants

Canadian Pension and Tax Credits

Canadian Mortgage and Housing Corporation Work Adjustment Program
Nortel Retirees Protection Canada
Trinity Investment

Canadian Pharmaceutical

Baycol Cholesterol Drug
Champix
Grosu Requip Appeals
Mirapex
Paxil Cardiovascular Defects
Ponderal Diet Drugs
Pondimin Diet Drugs
Prepulsid
Serzone
Stadol Analgesic Nose Spray
Thalidomide Survivors Compensation Plan
Zyprexa Defective Drug

Canadian Privacy/Data Breach

BMO Data Breach
Daimler Chrysler Financial Lost Data Tape
Canada Student Loans
Durham Region Health Lost USB

Canadian Privacy/Data Breach Notification and Response

Eye Safety Systems
SNC-Lavalin

Canadian Price Fixing/Securities

Aurelian
Baffinland Iron Mines Corporation Securities
BMO Nesbitt Burns
Canadian Ramen Noodles
Canadian Solar Securities
Canadian Superior Energy
CIBC Canada Common Wealth
DRAM
Gold and Silver Market Instrument (Canada)
GM Retirees
Ivari – CAN AM Fund Replication Claim
Manulife Securities
Money Concepts
Poseidon Securities
Protective Products of America
Ravary (Talvest)
Royal Group Technologies
Sorbates Price Fixing I
Sorbates Price Fixing II
Southern China Livestock Securities
Telus/BCE
Valeant Securities

Canadian Product Defect/Corporate Conduct

Krupp Elevator Brakes
Riazi School Districts Tuition Fee
Shoppers Drug Mart
Bausch and Lomb Eye Lenses
BC Fireplaces
Behr Wood Sealant
Canada Post Parcel Shipping Fees
Ford – Fuel Consumption
Fujitsu Defective Hard Drives
GM Defective Intake Manifold Gasket
Honda – Defective Odometers
Honda Takata Auto Airbag
Honda Tire Appeals
Hyundai Fuel Economy
Hyundai Theta Engine
J&J Baby Bedtime Bath
Kia Fuel Economy Mercedes
Kia Theta Engine
Lennox Gas Fireplaces
Maiden Form
Maytag Neptune Washing Machines
Mazda Takata Auto Airbag
Mercedes

Paramed - Improper Sterilization of Equipment
Shell Polybutylene Pipes
Subaru Takata Auto Airbag
Toyota Frame Rust
Toyota Takata Auto Airbag
Toyota Unintended Acceleration

Canadian Social Services

Assured Income for the Severely Handicapped ("AISH") Financial Benefits

Canadian Special Redress/Restorative

Doe v. Solomon – surreptitiously video recording
Economical Demutualization
Global Affairs Canada Government Insurance
KPMG Overtime
Nova Scotia Home for Colored Children
Nutrition North Program
Royal Bank 2004 - Computer Redress
Thalidomide Survivors Compensation Plan
Walkerton Compensation Plan

Notable Matters

Epiq delivers best-in-class people, technology and service for class action administration matters anywhere in the world—regardless of size or complexity.

Our reputation as the global leader in class action administration has been reinforced through the successful management of some of history's largest matters, including:

In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation

This $6B+ settlement is one of the largest antitrust class action settlements of all time. Epiq received roughly 80 billion rows of data with 163 types of data columns in 180 distinct files. The aggregated data set is over 110 terabytes and is hosted in a PCI-compliant environment. Over a five-month period, this data was used to generate 21 million settlement notice mailings. This settlement is currently on appeal and therefore the claims process has not yet begun. However, in order to efficiently handle the anticipated claim volume, we implemented a pre-registration process that allows merchants to provide information to expedite the claims process prior to claim filing.

In re: Takata Airbag Products Liability Litigation

The settlement resolves claims that seven automobile manufacturers either manufactured, distributed, or sold certain vehicles containing allegedly defective airbag inflators manufactured by Takata Corporation and TK Holdings, Inc., that allegedly could, upon deployment, rupture and expel debris into the occupant compartment or otherwise affect the airbag's deployment, and that claimants sustained economic losses as a result. Epiq, initially acting as Notice Administrator, issued over 59 million notices. Post notice, Epiq has assisted the Settlement Special Administrator in the claim phase by managing the database which stores the notice population as well as monthly updated vehicle data from the defendants, and by processing over 3.5 million claims received via paper filing, mass filing, or online filing via a settlement website. To date, over $112 million in settlement payments have been issued. Epiq is also the Claims Administrator for the Takata Airbag Tort Compensation Fund ("TATCTF") and Individual Restitution Fund ("IRF"). The TATCTF was established in connection with Takata's Chapter 11 Bankruptcy Plan of Reorganization to compensate individuals who suffered personal injury or wrongful death caused by the rupture or aggressive deployment of a Takata phase-stabilized ammonium nitrate airbag inflator. The IRF is an additional fund set up to compensate individuals who have been injured or suffered wrongful death as a result of a malfunctioning Takata Airbag Inflator. Epiq works closely with the Special Master/Trustee of the funds to review complex personal injury and wrongful death claims. To date, over 150 personal injury/wrongful death claimants have been compensated.

In re: Petrobras Securities Litigation

Epiq is the Court appointed claims administrator for the $3 billion settlements of the *In re Petrobras Securities Litigation*. As part of the notice plan for this matter, Epiq mailed approximately 2 million notices and published the summary notice in 99 international, national, and regional media in 31 languages and in 33 countries/regions. Epiq received and processed approximately 265,000 claims for eligible securities that included Petrobras American Depository Common Shares (ADSs), Preferred ADS and approximately 40 different Notes. Epiq has conducted two distributions and has issued more than 95,000 payments for more than $2.8 billion.

Premera Blue Cross Security Incident

In 2014, Premera Blue Cross was the target of an external criminal-cyberattack that could have accessed patient's personal information including names, addresses, birthdates, Social Security numbers and protected health information. In 2019, a settlement was reached establishing a $32 million settlement fund to pay for credit monitoring services, provide cash payments for out-of-pocket losses, and time spent on the security incident. Epiq mailed over 8.6 million notices to class members and Hilsoft designed a media plan with notices appearing in the Wall Street Journal and geo-targeted online media. Final approval was granted in 2020 approving payment to more than 825,000 class members and offering free credit monitoring to more than 675,000 class members.

Notable Matters

In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation

The lawsuit alleges that certain gasoline-powered luxury vehicles sold or leased in the United States were equipped with software that may have caused them to emit more carbon dioxide (CO2) and obtain worse fuel economy on the road than they did in testing conditions. The parties agreed to settle the lawsuit and compensate owners and lessees of eligible class vehicles. More than 360,000 class members were notified of the settlement, including a large number of high-profile individuals. Significant efforts were taken to ensure that class members who filed claims received the maximum compensation possible based on the make and model of the vehicle, and length of vehicle possession. Nearly $21 million in settlement payments have been issued in this settlement.

Adlouni v. UCLA Health Systems

The lawsuit alleges The Regents failed to prevent cyberattackers from accessing sensitive and personal information stored on UCLA Health's computer network. It is disputed whether the cyberattackers accessed or removed sensitive and personal information on the network. The parties agreed to settle the lawsuit and provide free credit monitoring and insurance. In total, Epiq sent more than 6 million notices, including two separate reminder notices. More than 125,000 class members enrolled for free credit monitoring, and a bilingual call center was deployed to support class members. Final Approval was granted on June 28th, 2019. The parties agreed to settle the lawsuit and provide free credit monitoring and insurance, reimbursement of up to $5,000 for out-of-pocket costs incurred to prevent identity theft and reimbursement of up to $20,000 for unreimbursed losses associated with the unauthorized use of personal information and identity theft.

In re: Oil Spill by the Rig "Deepwater Horizon"

Prior to settlement, Epiq acted as a shared database manager for the litigation, collecting data from plaintiffs' counsel, defense counsel, the Gulf Coast Claims Facility, and the court to create an aggregated system of record to manage all plaintiff data. Responsibilities included data intake and processing of all new forms filed on PACER and LexisNexis File & ServeXpress, loading partially complete data lists, identifying exceptions and mismatches and resolving missing data, duplicates and incorrect information for the parties. Epiq's legal noticing division, Hilsoft Notifications, was then appointed as the notice administrator for both the $7.8 billion economic damages and medical benefits settlements. Across a condensed six week period, Hilsoft ran notices nationally and locally in more than 2,000 print publications. Approximately 10,000 television and radio spots aired across 26 media markets stretching from Houston to Miami. In addition to English, notices appeared in Spanish and Vietnamese. It is estimated that more than 95% of all adults living in the Gulf Area and more than 83% of all adults in the United States had an opportunity to see the notice. In total, the notice effort was one of the largest ever undertaken in a class action settlement.

Bank Overdraft Summary

Epiq has implemented more In re: Checking Account Overdraft MDL NO. 2036 overdraft class action settlements than any other administrator and is currently providing settlement services to five of the six largest U.S. banks. Our ability to intake and normalize complex data from a multitude of sources proves a natural fit for banks and other financial services firms.

Mortgage Servicing Regulatory Settlement Summary

Epiq is currently handling a number of remediation and distribution programs involving various financial institutions pursuant to private settlements and consent orders with the OCC, DOJ, FRB and CFPB. Examples of these engagements include:

- A borrower identification and distribution program to support a $35 million Department of Justice (DOJ) and Consumer Financial Protection Bureau (CFPB) settlement with a financial institution related to mortgage loans made to African-American and Hispanic borrowers.

- A payment distribution program to support an expedited payment agreement between the Office of the Comptroller of the Currency (OCC) and a financial institution which resolves an Independent Foreclosure Review of the financial institution's foreclosure practices.

- A notification, claims and distribution program to support a Federal Reserve settlement with a financial institution related to mortgage loans originated at more than 800 branch offices.

- A notification, claims and distribution program to support a $320 million Home Affordable Modification Program (HAMP) settlement between the DOJ and a financial institution.

Hilsoft Notifications ("Hilsoft") is a leading provider of legal notice services for large-scale class action and bankruptcy matters. We specialize in providing quality, expert, and notice plan development – designing notice programs that satisfy due process requirements and withstand judicial scrutiny. Hilsoft is a business unit of Epiq Class Action & Claims Solutions, Inc. ("Epiq"). Hilsoft has been retained by defendants or plaintiffs for more than 500 cases, including more than 40 MDL cases, with notices appearing in more than 53 languages and in almost every country, territory and dependency in the world. For more than 25 years, Hilsoft's notice plans have been approved and upheld by courts. Case examples include:

- Hilsoft designed and implemented monumental notice campaigns to notify current or former owners or lessees of certain BMW, Mazda, Subaru, Toyota, Honda, Nissan, and Ford vehicles as part of $1.49 billion in settlements regarding Takata airbags. The Notice Plans included individual mailed notice to more than 59.6 million potential class members and notice via consumer publications, U.S. Territory newspapers, radio, internet banners, mobile banners, and other behaviorally targeted digital media. Combined, the Notice Plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle with a frequency of 4.0 times each. ***In re: Takata Airbag Products Liability Litigation*** **(OEMS – BMW, Mazda, Subaru, Toyota, Honda, Nissan and Ford)**, MDL No. 2599 (S.D. Fla.).

- For a landmark $6.05 billion settlement reached by Visa and MasterCard in 2012, Hilsoft implemented an intensive notice program, which included over 19.8 million direct mail notices to class members together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade and specialty publications, and language & ethnic targeted publications. Hilsoft also implemented an extensive online notice campaign with banner notices, which generated more than 770 million adult impressions, a settlement website in eight languages, and acquisition of sponsored search listings to facilitate locating the website. For the subsequent, superseding $5.54 billion settlement reached by Visa and MasterCard in 2019, Hilsoft implemented an extensive notice program, which included over 16.3 million direct mail notices to class members together with over 354 print publication insertions and banner notices, which generated more than 689 million adult impressions. ***In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation**,* 05-MD-1720, MDL No. 1720 (E.D.N.Y.).

- For a $250 million settlement with approximately 4.7 million class members, Hilsoft designed and implemented a notice program with individual notice via postcard or email to approximately 1.43 million class members and a robust publication program, which combined, reached approximately 78.8% of all U.S. adults aged 35+ approximately 2.4 times each. ***Hale v. State Farm Mutual Automobile Insurance Company, et al.**,* 12-cv-00660 (S.D. Ill.).

- Hilsoft designed and implemented an extensive individual notice program, which included 8.6 million double-postcard notices and 1.4 million email notices. The notices informed class members of a $32 million settlement for a "security incident" regarding class members' personal information stored in Premera's computer network, which was compromised. The individual notice efforts reached 93.3% of the settlement class. A settlement website, an informational release, and a geo-targeted publication notice further enhanced the notice efforts. ***In re: Premera Blue Cross Customer Data Security Breach Litigation***, 3:15-md-2633 (D. Ore.).

- Hilsoft provided notice for the $113 million lithium-ion batteries antitrust litigation settlements, which included individual notice via email to millions of class members, banner and social media ads, an informational release, and a settlement website. ***In re: Lithium Ion Batteries Antitrust Litigation***, 4:13-md-02420, MDL No. 2420 (N.D. Cal.).

- Hilsoft designed a notice program that included extensive data acquisition and mailed notice to inform owners and lessees of specific models of Mercedes-Benz vehicles. The notice program reached approximately 96.5% of all class members. ***Callaway v. Mercedes-Benz USA, LLC***, 8:14-cv-02011 (C.D. Cal.).

- Hilsoft provided notice for a $520 million settlement, which involved utility customers (residential, commercial, industrial, etc.) who paid utility bills. The notice program included individual notice to more than 1.6 million known class members via postal mail or email and a supplemental publication notice in local newspapers, banner notices, and a settlement website. The individual notice efforts alone reached more than 98.6% of the class. ***Cook, et al. v. South Carolina Public Service Authority, et al.***, 2019-CP-23-6675 (Ct. of Com. Pleas. 13th Jud. Cir. S.C.).

- For a $20 million TCPA settlement that involved Uber, Hilsoft created a notice program, which resulted in notice via mail or email to more than 6.9 million identifiable class members. The combined measurable notice effort reached approximately 90.6% of the settlement class with direct mail and email, newspaper and internet banner ads. ***Vergara, et al., v. Uber Technologies, Inc.***, 1:15-CV-06972 (N.D. Ill.).

- A comprehensive notice program within the *Volkswagen Emissions Litigation* that provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 vehicle owners via email. A targeted internet campaign further enhanced the notice effort. ***In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)***, MDL No. 2672 (N.D. Cal.).

- Hilsoft designed and implemented a comprehensive notice plan, which included individual notice via an oversized postcard notice to more than 740,000 class members as well as email notice to class members. Combined the individual notice efforts delivered notice to approximately 98% of the class. Supplemental newspaper notice in four large-circulation newspapers and a settlement website further expanded the notice efforts. ***Lusnak v. Bank of America, N.A.***, CV 14-1855 (C.D. Cal.).

- Hilsoft provided notice for both the class certification and the settlement phases of the case. The individual notice efforts included sending postcard notices to more than 2.3 million class members, which reached 96% of the class. Publication notice in a national newspaper, targeted internet banner notices and a settlement website further extended the reach of the notice plan. ***Waldrup v. Countrywide Financial Corporation, et al.***, 2:13-cv-08833 (C.D. Cal.).

- An extensive notice effort regarding asbestos personal injury claims and rights as to Debtors' Joint Plan of Reorganization and Disclosure Statement that was designed and implemented by Hilsoft. The notice program included nationwide consumer print publications, trade and union labor publications, internet banner advertising, an informational release, and a website. ***In re: Kaiser Gypsum Company, Inc., el al.***, 16-31602 (Bankr. W.D. N.C.).

- Hilsoft designed and implemented an extensive settlement notice plan for a class period spanning more than 40 years for smokers of light cigarettes. The notice plan delivered a measured reach of approximately 87.8% of Arkansas adults 25+ with a frequency of 8.9 times and approximately 91.1% of Arkansas adults 55+ with a frequency of 10.8 times. Hispanic newspaper notice, an informational release, radio public service announcements ("PSAs"), sponsored search listings and a case website further enhanced reach. ***Miner v. Philip Morris USA, Inc.***, 60CV03-4661 (Ark. Cir. Ct.).

- A large asbestos bar date notice effort, which included individual notice, national consumer publications, hundreds of local and national newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience. ***In re: Energy Future Holdings Corp., et al.***, 14-10979 (Bankr. D. Del.).

- Overdraft fee class actions have been brought against nearly every major U.S. commercial bank. For related settlements from 2010-2020, Hilsoft has developed programs that integrate individual notice, and in some cases paid media efforts. Fifth Third Bank, National City Bank, Bank of Oklahoma, Webster Bank, Harris Bank, M& I Bank, PNC Bank, Compass Bank, Commerce Bank, Citizens Bank, Great Western Bank, TD Bank, BancorpSouth, Comerica Bank, Susquehanna Bank, Associated Bank, Capital One, M&T Bank, Iberiabank and Synovus are among the more than 20 banks that have retained Epiq (Hilsoft). ***In re: Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.).

- For one of the largest and most complex class action case in Canadian history, Hilsoft designed and implemented groundbreaking notice to disparate, remote indigenous people in the multi-billion-dollar settlement. ***In re: Residential Schools Class Action Litigation***, 00-CV-192059 CPA (Ont. Super. Ct.).

- BP's $7.8 billion settlement related to the Deepwater Horizon oil spill emerged from possibly the most complex class action case in U.S. history. Hilsoft drafted and opined on all forms of notice. The 2012 dual notice program to "Economic and Property Damages" and "Medical Benefits" settlement classes designed by Hilsoft reached at least 95% Gulf Coast region adults via more than 7,900 television spots, 5,200 radio spots, 5,400 print insertions in newspapers, consumer publications, and trade journals, digital media, and individual notice. Subsequently, Hilsoft designed and implemented one of the largest claim deadline notice campaigns ever implemented, which resulted in a combined measurable paid print, television, radio and internet effort, which reached in excess of 90% of adults aged 18+ in the 26 identified DMAs covering the Gulf Coast Areas an average of 5.5 times each. ***In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010***, MDL No. 2179 (E.D. La.).

- Extensive point of sale notice program of a settlement, which provided payments of up to $100,000 related to Chinese drywall – 100 million notices distributed to Lowe's purchasers during a six-week period. ***Vereen v. Lowe's Home Centers***, SU10-CV-2267B (Ga. Super. Ct.).

LEGAL NOTICING EXPERTS

Cameron Azari, Esq., Epiq Senior Vice President, Hilsoft Director of Legal Notice

Cameron Azari, Esq. has more than 21 years of experience in the design and implementation of legal notice and claims administration programs. He is a nationally recognized expert in the creation of class action notification campaigns in compliance with Fed R. Civ. P. 23(c)(2) (d)(2) and (e) and similar state class action statutes. Cameron has been responsible for hundreds of legal notice and advertising programs. During his career, he has been involved in an array of high profile class action matters, including *In re: Takata Airbag Products Liability Litigation, In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (MasterCard & Visa), In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement), In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010, In re: Checking Account Overdraft Litigation,* and *In re: Residential Schools Class Action Litigation*. He is an active author and speaker on a broad range of legal notice and class action topics ranging from FRCP Rule 23 to email noticing, response rates, and optimizing settlement effectiveness. Cameron is an active member of the Oregon State Bar. He received his B.S. from Willamette University and his J.D. from Northwestern School of Law at Lewis and Clark College. Cameron can be reached at caza@legalnotice.com.

Lauran Schultz, Epiq Managing Director

Lauran Schultz consults with Hilsoft clients on complex noticing issues. Lauran has more than 20 years of experience as a professional in the marketing and advertising field, specializing in legal notice and class action administration since 2005. High profile actions he has been involved in include companies such as BP, Bank of America, Fifth Third Bank, Symantec Corporation, Lowe's Home Centers, First Health, Apple, TJX, CNA and Carrier Corporation. Prior to joining Epiq in 2005, Lauran was a Senior Vice President of Marketing at National City Bank in Cleveland, Ohio. Lauran's education includes advanced study in political science at the University of Wisconsin-Madison along with a Ford Foundation fellowship from the Social Science Research Council and American Council of Learned Societies. Lauran can be reached at lschultz@hilsoft.com.

Kyle Bingham, Manager of Strategic Communications

Kyle Bingham has 15 years of experience in the advertising industry. At Hilsoft and Epiq, Kyle is responsible for overseeing the research, planning, and execution of advertising campaigns for legal notice programs including class action, bankruptcy and other legal cases. Kyle has been involved in the design and implementation of numerous legal notice campaigns, including *In re: Takata Airbag Products Liability Litigation, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch), In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (MasterCard & Visa), In re: Energy Future Holdings Corp., et al. (Asbestos Claims Bar Notice), In re: Residential Schools Class Action Litigation, Hale v. State Farm Mutual Automobile Insurance Company,* and *In re: Checking Account Overdraft Litigation*. Prior to joining Epiq and Hilsoft, Kyle worked at Wieden+Kennedy for seven years, an industry-leading advertising agency where he planned and purchased print, digital and broadcast media, and presented strategy and media campaigns to clients for multi-million dollar branding campaigns and regional direct response initiatives. He received his B.A. from Willamette University. Kyle can be reached at kbingham@epiqglobal.com.

ARTICLES AND PRESENTATIONS

- **Cameron Azari** Speaker, "Virtual Global Class Actions Symposium 2020, Class Actions Case Management Panel." November 18, 2020.
- **Cameron Azari** Speaker, "Consumers and Class Action Notices: An FTC Workshop." Federal Trade Commission, Washington, DC, October 29, 2019.
- **Cameron Azari** Speaker, "The New Outlook for Automotive Class Action Litigation: Coattails, Recalls, and Loss of Value/Diminution Cases." ACI's Automotive Product Liability Litigation Conference." American Conference Institute, Chicago, IL, July 18, 2019.
- **Cameron Azari** Moderator, "Prepare for the Future of Automotive Class Actions." Bloomberg Next, Webinar-CLE, November 6, 2018.
- **Cameron Azari** Speaker, "The Battleground for Class Certification: Plaintiff and Defense Burdens, Commonality Requirements and Ascertainability." 30th National Forum on Consumer Finance Class Actions and Government Enforcement, Chicago, IL, July 17, 2018.
- **Cameron Azari** Speaker, "Recent Developments in Class Action Notice and Claims Administration." PLI's Class Action Litigation 2018 Conference, New York, NY, June 21, 2018.
- **Cameron Azari** Speaker, "One Class Action or 50? Choice of Law Considerations as Potential Impediment to Nationwide Class Action Settlements." 5th Annual Western Regional CLE Program on Class Actions and Mass Torts. Clyde & Co LLP, San Francisco, CA, June 22, 2018.
- **Cameron Azari** Co-Author, *A Practical Guide to Chapter 11 Bankruptcy Publication Notice*. E-book, published, May 2017.
- **Cameron Azari** Featured Speaker, "Proposed Changes to Rule 23 Notice and Scrutiny of Claim Filing Rates," DC Consumer Class Action Lawyers Luncheon, December 6, 2016.
- **Cameron Azari** Speaker, "Recent Developments in Consumer Class Action Notice and Claims Administration." Berman DeValerio Litigation Group, San Francisco, CA, June 8, 2016.
- **Cameron Azari** Speaker, "2016 Cybersecurity & Privacy Summit. Moving From 'Issue Spotting' To Implementing a Mature Risk Management Model." King & Spalding, Atlanta, GA, April 25, 2016.
- **Cameron Azari** Speaker, "Live Cyber Incident Simulation Exercise." Advisen's Cyber Risk Insights Conference, London, UK, February 10, 2015.
- **Cameron Azari** Speaker, "Pitfalls of Class Action Notice and Claims Administration." PLI's Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.
- **Cameron Azari** Co-Author, "What You Need to Know About Frequency Capping In Online Class Action Notice Programs." *Class Action Litigation Report*, June 2014.
- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, New York, NY, April 7-8, 2014 and Chicago, IL, April 28-29, 2014.
- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements - Recent Developments." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 29-30, 2014.
- **Cameron Azari** Speaker, "Legal Notice in Building Products Cases." HarrisMartin's Construction Product Litigation Conference, Miami, FL, October 25, 2013.

- **Cameron Azari** Co-Author, "Class Action Legal Noticing: Plain Language Revisited." *Law360*, April 2013.

- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements Getting your Settlement Approved." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 31-February 1, 2013.

- **Cameron Azari** Speaker, "Perspectives from Class Action Claims Administrators: Email Notices and Response Rates." CLE International's 8th Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.

- **Cameron Azari** Speaker, "Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 26-27, 2012.

- **Lauran Schultz** Speaker, "Legal Notice Best Practices: Building a Workable Settlement Structure." CLE International's 7th Annual Class Action Conference, San Francisco, CA, May 2011.

- **Cameron Azari** Speaker, "Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 2011.

- **Cameron Azari** Speaker, "Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices." CLE International's 5th Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.

- **Lauran Schultz** Speaker, "Efficiency and Adequacy Considerations in Class Action Media Notice Programs." Chicago Bar Association, Chicago, IL, 2009.

- **Cameron Azari** Author, "Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices." *Thomson Reuters Class Action Litigation Reporter*, June 2008.

- **Cameron Azari** Speaker, "Planning for a Smooth Settlement." ACI: Class Action Defense – Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.

- **Cameron Azari** Speaker, "Structuring a Litigation Settlement." CLE International's 3rd Annual Conference on Class Actions, Los Angeles, CA, 2007.

- **Cameron Azari** Speaker, "Noticing and Response Rates in Class Action Settlements" – Class Action Bar Gathering, Vancouver, British Columbia, 2007.

- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Skadden Arps Slate Meagher & Flom, LLP, New York, NY, 2006.

- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Bridgeport Continuing Legal Education, Class Action and the UCL, San Diego, CA, 2006.

- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Stoel Rives litigation group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.

- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Stroock & Stroock & Lavan Litigation Group, Los Angeles, CA, 2005.

- **Cameron Azari** Author, "Twice the Notice or No Settlement." Current Developments – Issue II, August 2003.

- **Cameron Azari** Speaker, "A Scientific Approach to Legal Notice Communication" – Weil Gotshal litigation group, New York, NY, 2003.

JUDICIAL COMMENTS

Judge Anne-Christine Massullo, *Morris v. Provident Credit Union* (June 23, 2021) CGC-19-581616, Sup. Ct. Cal. Cty. of San Fran.:

> *The Notice approved by this Court was distributed to the Classes in substantial compliance with this Court's Order Certifying Classes for Settlement Purposes and Granting Preliminary Approval of Class Settlement ("Preliminary Approval Order") and the Agreement. The Notice met the requirements of due process and California Rules of Court, rules 3.766 and 3.769(f). The notice to the Classes was adequate.*

Judge Esther Salas, *Sager, et al. v. Volkswagen Group of America, Inc., et al.* (June 22, 2021) 18-cv-13556 (D.N.J.):

> *The Court further finds and concludes that Class Notice was properly and timely disseminated to the Settlement Class in accordance with the Class Notice Plan set forth in the Settlement Agreement and the Preliminary Approval Order (Dkt. No. 69). The Class Notice Plan and its implementation in this case fully satisfy Rule 23, the requirements of due process and constitute the best notice practicable under the circumstances.*

Judge Josephine L. Staton, *In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc., et al.* (June 10, 2021) 8:17-CV-00838 & 18-cv-02223 (C.D. Cal.):

> *The Class Notice was disseminated in accordance with the procedures required by the Court's Orders … in accordance with applicable law, and satisfied the requirements of Rule 23(e) and due process and constituted the best notice practicable for the reasons discussed in the Preliminary Approval Order and Final Approval Order.*

Judge Harvey Schlesinger, *In re: Disposable Contact Lens Antitrust Litigation* (ABB Concise Optical Group, LLC) (May 31, 2021) 3:15-md-02626 (M.D. Fla.):

> *The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of (i) the pendency of the Action; (ii) the effect of the Settlement Agreement (including the Releases to be provided thereunder); (iii) Class Counsel's possible motion for an award of attorneys' fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreement, the Plan of Distribution, and/or Class Counsel's motion for attorneys' fees and reimbursement of expenses; (v) the right to opt out of the Settlement Class; (vi) the right to appear at the Fairness Hearing; and (vii) the fact that Plaintiffs may receive incentive awards; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreement; and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).*

Judge Haywood S. Gilliam, Jr. *Richards, et al. v. Chime Financial, Inc.* (May 24, 2021) 4:19-cv-06864 (N.D. Cal.):

> *The Court finds that the notice and notice plan previously approved by the Court was implemented and complies with Rule 23(c)(2)(B)… The Court ordered that the third-party settlement administrator send class notice via email based on a class list Defendant provided… Epiq Class Action & Claims Solutions, Inc., the third-party settlement administrator, represents that class notice was provided as directed… Epiq received a total of 527,505 records for potential Class Members, including their email addresses…. If the receiving email server could not deliver the message, a "bounce code" was returned to Epiq indicating that the message was undeliverable…. Epiq made two additional attempts to deliver the email notice… As of Mach 1, 2021, a total of 495,006 email notices were delivered, and 32,499 remained undeliverable… In light of these facts, the Court finds that the parties have sufficiently provided the best practicable notice to the Class Members.*

Judge Henry Edward Autrey, *Pearlstone v. Wal-Mart Stores, Inc.* (Apr. 22, 2021) 4:17-cv-02856 (C.D. Cal.):

> *The Court finds that adequate notice was given to all Settlement Class Members pursuant to the terms of the Parties' Settlement Agreement and the Preliminary Approval Order. The Court has further determined that the Notice Plan fully and accurately informed Settlement Class Members of all material elements of the Settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule 23(c)(2) and 23(e)(1), applicable law, and the Due Process Clause of the United States Constitution.*

Judge Lucy H. Koh, *Grace v. Apple, Inc.* (Mar. 31, 2021) 17-CV-00551 (N.D. Cal.):

> *Federal Rule of Civil Procedure 23(c)(2)(B) requires that the settling parties provide class members with "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3)." The Court finds that the Notice Plan, which was direct notice sent to 99.8% of the Settlement Class via email and U.S. Mail, has been implemented in compliance with this Court's Order (ECF No. 426) and complies with Rule 23(c)(2)(B).*

Judge Gary A. Fenner, *In re: Pre-Filled Propane Tank Antitrust Litigation* (Mar. 30, 2021) MDL No. 2567, 14-2567 (W.D. Mo.):

> *Based upon the Declaration of Cameron Azari, on behalf of Epiq, the Administrator appointed by the Court, the Court finds that the Notice Program has been properly implemented. That Declaration shows that there have been no requests for exclusion from the Settlement, and no objections to the Settlement. Finally, the Declaration reflects that AmeriGas has given appropriate notice of this settlement to the Attorney General of the United States and the appropriate State officials under the Class Action Fairness Act, 28 U.S.C. § 1715, and no objections have been received from any of them.*

Judge Richard Seeborg, *Bautista v. Valero Marketing and Supply Company* (Mar. 17, 2021) 3:15-cv-05557 (N.D. Cal.):

> *The Notice given to the Settlement Class in accordance with the Notice Order was the best notice practicable under the circumstances of these proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.*

Judge James D. Peterson, *Fox, et al. v. Iowa Health System d.b.a. UnityPoint Health* (Mar. 4, 2021) 18-cv-327 (W.D. Wis.):

> *The approved Notice plan provided for direct mail notice to all class members at their last known address according to UnityPoint's records, as updated by the administrator through the U.S. Postal Service. For postcards returned undeliverable, the administrator tried to find updated addresses for those class members. The administrator maintained the Settlement website and made Spanish versions of the Long Form Notice and Claim Form available upon request. The administrator also maintained a toll-free telephone line which provides class members detailed information about the settlement and allows individuals to request a claim form be mailed to them.*
>
> *The Court finds that this Notice (i) constituted the best notice practicable under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class members of the Settlement, the effect of the Settlement (including the release therein), and their right to object to the terms of the settlement and appear at the Final Approval Hearing; (iii) constituted due and sufficient notice of the Settlement to all reasonably identifiable persons entitled to receive such notice; (iv) satisfied the requirements of due process, Federal Rule of Civil Procedure 23(e)(1) and the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all applicable laws and rules.*

Judge Larry A. Burns, *Trujillo, et al. v. Ametek, Inc., et al.* (Mar. 3, 2021) 3:15-cv-01394 (S.D. Cal.):

> *The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 181-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing… The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.*

Judge Sherri A. Lydon, *Fitzhenry v. Independent Home Products, LLC* (Mar. 2, 2021) 2:19-cv-02993 (D.S.C.):

> *Notice was provided to Class Members in compliance with Section VI of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (i) fully and accurately informed Settlement Class Members about the lawsuit and settlement; (ii) provided sufficient information so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (iii) provided procedures for Class Members to file written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv) provided the time, date, and place of the final fairness hearing.*

Judge James V. Selna, *Alvarez v. Sirius XM Radio Inc.* (Feb. 9, 2021) 2:18-cv-8605 (C.D. Cal.):

> *The Court finds that the dissemination of the Notices attached as Exhibits to the Settlement Agreement: (a) was implemented in accordance with the Notice Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the Releases to be provided thereunder); (v) Named Plaintiffs' application for the payment of Service Awards; (vi) Class Counsel's motion for an award an attorneys' fees and expenses; (vii) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for attorneys' fees and expenses (including a Service Award to the Named Plaintiffs and Mr. Wright); and (viii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.*

Judge Jon S .Tigar, *Elder v. Hilton Worldwide Holdings, Inc.* (Feb. 4, 2021) 16-cv-00278 (N.D. Cal.):

> *"Epiq implemented the notice plan precisely as set out in the Settlement Agreement and as ordered by the Court." ECF No. 162 at 9-10. Epiq sent initial notice by email to 8,777 Class Members and by U.S. Mail to the remaining 1,244 Class members. Id. at 10. The Notice informed Class Members about all aspects of the Settlement, the date and time of the fairness hearing, and the process for objections. ECF No. 155 at 28-37. Epiq then mailed notice to the 2,696 Class Members whose emails were returned as undeliverable. Id. "Of the 10,021 Class Members identified from Defendants' records, Epiq was unable to deliver the notice to only 35 Class Members. Accordingly, the reach of the notice is 99.65%." Id. (citation omitted). Epiq also created and maintained a settlement website and a toll-free hotline that Class Members could call if they had questions about the settlement. Id.*
>
> *The Court finds that the parties have complied with the Court's preliminary approval order and, because the notice plan complied with Rule 23, have provided adequate notice to class members.*

Judge Michael W. Jones, *Wallace, et al, v. Monier Lifetile LLC, et al.* (Jan. 15, 2021) SCV-16410 (Sup. Ct. Cal.):

> *The Court also finds that the Class Notice and notice process were implemented in accordance with the Preliminary Approval Order, providing the best practicable notice under the circumstances.*

Judge Kristi K. DuBose, *Drazen v. GoDaddy.com, LLC* and *Bennett v. GoDaddy.com, LLC* (Dec. 23, 2020) 1:19-cv-00563 (S.D. Ala.):

> *The Court finds that the Notice and the claims procedures actually implemented satisfy due process, meet the requirements of Rule 23(e)(1), and the Notice constitutes the best notice practicable under the circumstances.*

Judge Haywood S. Gilliam, Jr.*, Izor v. Abacus Data Systems, Inc.* (Dec. 21, 2020) 19-cv-01057 (N.D. Cal.):

> *The Court finds that the notice plan previously approved by the Court was implemented and that the notice thus satisfied Rule 23(c)(2)(B). [T]he Court finds that the parties have sufficiently provided the best practicable notice to the class members.*

Judge Christopher C. Conner, *Al's Discount Plumbing, et al. v. Viega, LLC* (Dec. 18, 2020) 19-cv-00159 (M.D. Pa.):

> *The Court finds that the notice and notice plan previously approved by the Court was implemented and complies with Fed. R. Civ. P. 23(c)(2)(B) and due process. Specifically, the Court ordered that the third-party Settlement Administrator, Epiq, send class notice via email, U.S. mail, by publication in two recognized industry magazines, Plumber and PHC News, in both their print and online digital forms, and to implement a digital media campaign. (ECF 99). Epiq represents that class notice was provided as directed. See Declaration of Cameron R. Azari, ¶¶ 12-15 (ECF 104-13).*

Judge Naomi Reice Buchwald, *In re: Libor-Based Financial Instruments Antitrust Litigation* (Dec. 16, 2020) MDL No. 2262 1:11-md-2262 (S.D.N.Y.):

> *Upon review of the record, the Court hereby finds that the forms and methods of notifying the members of the Settlement Classes and their terms and conditions have met the requirements of the United States Constitution (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all members of the Settlement Classes of these proceedings and the matters set forth herein, including the Settlements, the Plan of Allocation and the Fairness Hearing. Therefore, the Class Notice is finally approved.*

Judge Larry A. Burns, *Cox, et al. Ametek, Inc., et al.* (Dec 15, 2020) 3:17-cv-00597 (S.D. Cal.):

> *The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 129-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing… The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.*

Judge Timothy J. Sullivan*, Robinson v. Nationstar Mortgage LLC* (Dec. 11, 2020) 8:14-cv-03667 (D. Md.):

> *The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the United States Constitution, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied the requirements of Due Process.*

Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation* (Dec. 10, 2020) 4:13-md-02420, MDL No. 2420 (N.D. Cal.):

> *The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order prior to remand, and a second notice campaign thereafter. (See Dkt. No. 2571.) The class received direct and indirect notice through several methods – email notice, mailed notice upon request, an informative settlement website, a telephone support line, and a vigorous online campaign. Digital banner advertisements were targeted specifically to settlement class members, including on Google and Yahoo's ad networks, as well as Facebook and Instagram, with over 396 million impressions delivered. Sponsored search listings were employed on Google, Yahoo and Bing, resulting in 216,477 results, with 1,845 clicks through to the settlement website. An informational released was distributed to 495 media contacts in the consumer electronics industry. The case website has continued to be maintained as a channel for communications with class members. Between February 11, 2020 and April 23, 2020, there were 207,205 unique visitors to the website. In the same period, the toll-free telephone number available to class members received 515 calls.*

Judge Katherine A. Bacal, *Garvin v. San Diego Unified Port District* (Nov. 20, 2020) 37-2020-00015064 (Sup. Ct. Cal.):

> *Notice was provided to Class Members in compliance with the Settlement Agreement, California Code of Civil Procedure §382 and California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing notice to all individual Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Notice fully satisfied the requirements of due process.*

Judge Catherine D. Perry*, Pirozzi, et al. v. Massage Envy Franchising, LLC* (Nov. 13, 2020) 4:19-cv-807 (E.D. Mo.):

> *The COURT hereby finds that the CLASS NOTICE given to the CLASS: (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the time and manner by which CLASS MEMBERS could submit a CLAIM under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances, constituted a reasonable manner of notice to all class members who would be bound by the SETTLEMENT, and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.*

Judge Robert E. Payne, *Skochin, et al. v. Genworth Life Insurance Company, et al.* (Nov. 12, 2020) 3:19-cv-00049 (E.D. Vir.):

> *For the reasons set forth in the Court's Memorandum Opinion addressing objections to the Settlement Agreement, . . . the plan to disseminate the Class Notice and Publication Notice, which the Court previously approved, has been implemented and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process.*

Judge Jeff Carpenter*, Eastwood Construction LLC, et al. v. City of Monroe* (Oct. 27, 2020) 18-cvs-2692 and ***The Estate of Donald Alan Plyler Sr., et al. v. City of Monroe*** (Oct. 27, 2020) 19-cvs-1825 (Sup. Ct. N.C.):

> *Therefore, the Court GRANTS the Final Approval Motion, CERTIFIES the class as defined below for settlement purposes only, APPROVES the Settlement, and GRANTS the Fee Motion…*
> *The Settlement Agreement and the Settlement Notice are found to be fair, reasonable, adequate, and in the best interests of the Settlement Class, and are hereby approved pursuant to North Carolina Rule of Civil Procedure 23. The Parties are hereby authorized and directed to comply with and to consummate the Settlement Agreement in accordance with the terms and provisions set forth in the Settlement Agreement, and the Clerk of the Court is directed to enter and docket this Order and Final Judgement in the Actions.*

Judge M. James Lorenz, *Walters, et al. v. Target Corp.* (Oct. 26, 2020) 3:16-cv-1678 (S.D. Cal.):

> *The Court has determined that the Class Notices given to Settlement Class members fully and accurately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members consistent with all applicable requirements. The Court further finds that the Notice Program satisfies due process and has been fully implemented.*

Judge Maren E. Nelson, *Harris, et al. v. Farmers Insurance Exchange and Mid Century Insurance Company* (Oct. 26, 2020) BC 579498 (Sup Ct Cal.):

> *Distribution of Notice directed to the Settlement Class Members as set forth in the Settlement has been completed in conformity with the Preliminary Approval Order, including individual notice to all Settlement Class members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Notice, which reached 99.9% of all Settlement Class Members, provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement, to all persons entitled to Notice, and the Notice and its distribution fully satisfied the requirements of due process.*

Judge Vera M. Scanlon, *Lashambae v. Capital One Bank, N.A.* (Oct. 21, 2020) 1:17-cv-06406 (E.D.N.Y.):

> *The Class Notice, as amended, contained all of the necessary elements, including the class definition, the identifies of the named Parties and their counsel, a summary of the terms of the proposed Settlement, information regarding the manner in which objections may be submitted, information regarding the opt-out procedures and deadlines, and the date and location of the Final Approval Hearing. Notice was successfully delivered to approximately 98.7% of the Settlement Class and only 78 individual Settlement Class Members did not receive notice by email or first class mail.*
>
> *Having reviewed the content of the Class Notice, as amended, and the manner in which the Class Notice was disseminated, this Court finds that the Class Notice, as amended, satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules. The Class Notice, as amended, provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and provided this Court with jurisdiction over the absent Settlement Class Members. See Fed. R. Civ. P. 23(c)(2)(B).*

Chancellor Walter L. Evans, *K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals* (Oct. 14, 2020) CH-13-04871-1 (30th Jud. Dist. Tenn.):

> *Based upon the filings and the record as a whole, the Court finds and determines that dissemination of the Class Notice as set forth herein complies with Tenn. R. Civ. P. 23.03(3) and 23.05 and (i) constitutes the best practicable notice under the circumstances, (ii) was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of Class Settlement, their rights to object to the proposed Settlement, (iii) was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, (iv) meets all applicable requirements of Due Process; (v) and properly provides notice of the attorney's fees that Class Counsel shall seek in this action. As a result, the Court finds that Class Members were properly notified of their rights, received full Due Process . . . .*

Judge Sara L. Ellis, *Nelson v. Roadrunner Transportation Systems, Inc.* (Sept. 15, 2020) 1:18-cv-07400 (N.D. Ill.):

> *Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and the proposed Service Award payment to Plaintiff have been provided to Settlement Class Members as directed by this Court's Orders,*
>
> *The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B).*

Judge George H. Wu, *Lusnak v. Bank of America, N.A.* (Aug. 10, 2020) CV 14-1855 (C.D. Cal.):

> *The Court finds that the Notice program for disseminating notice to the Settlement Class, provided for in the Settlement Agreement and previously approved and directed by the Court, has been implemented by the Settlement Administrator and the Parties. The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of the Lawsuit, the definition of the Settlement Class certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member so desires; the opportunity, the time, and manner for requesting exclusion from the Settlement Class, and the binding effect of a class judgment; (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, due process under the U.S. Constitution, and any other applicable law.*

Judge James Lawrence King, *Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A.* (Aug. 10, 2020) 1:10-cv-22190 (S.D. Fla.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

> *The Court finds that the members of the Settlement Class were provided with the best practicable notice; the notice was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15). This Settlement was widely publicized, and any member of the Settlement Class who wished to express comments or objections had ample opportunity and means to do so.*

Judge Jeffrey S. Ross, *Lehman v. Transbay Joint Powers Authority, et al.* (Aug. 7, 2020) CGC-16-553758 (Sup. Ct. Cal.):

> *The Notice approved by this Court was distributed to the Settlement Class Members in compliance with this Court's Order Granting Preliminary Approval of Class Action Settlement, dated May 8, 2020. The Notice provided to the Settlement Class Members met the requirements of due process and constituted the best notice practicable in the circumstances. Based on evidence and other material submitted in conjunction with the final approval hearing, notice to the class was adequate.*

Judge Jean Hoefer Toal, *Cook, et al. v. South Carolina Public Service Authority, et al.* (July 31, 2020) 2019-CP-23-6675 (Ct. of Com. Pleas. 13th Jud. Cir. S.C.):

> *Notice was sent to more than 1.65 million Class members, published in newspapers whose collective circulation covers the entirety of the State, and supplemented with internet banner ads totaling approximately 12.3 million impressions. The notices directed Class members to the settlement website and toll-free line for additional inquiries and further information. After this extensive notice campaign, only 78 individuals (0.0047%) have opted-out, and only nine (0.00054%) have objected. The Court finds this response to be overwhelmingly favorable.*

Judge Peter J. Messitte, *Jackson, et al. v. Viking Group, Inc., et al.* (July 28, 2020) 8:18-cv-02356 (D. Md.):

> *[T]he Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order as amended. The Court finds that the Notice Plan: (i) constitutes the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this Lawsuit and the terms of the Settlement, their right to exclude themselves from the Settlement, or to object to any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Final Approval Order and the Final Judgment, whether favorable or unfavorable, on all Persons who do not exclude themselves from the Settlement Class, (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.*

Judge Michael P. Shea, *Grayson, et al. v. General Electric Company* (July 27, 2020) 3:13-cv-01799 (D. Conn.):

> *Pursuant to the Preliminary Approval Order, the Settlement Notice was mailed, emailed and disseminated by the other means described in the Settlement Agreement to the Class Members. This Court finds that this notice procedure was (i) the best practicable notice; (ii) reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Civil Action and of their right to object to or exclude themselves from the proposed Settlement; and (iii) reasonable and constitutes due, adequate, and sufficient notice to all entities and persons entitled to receive notice.*

Judge Gerald J. Pappert, *Rose v. The Travelers Home and Marine Insurance Company, et al.* (July 20, 2020) 19-cv-00977 (E.D. Pa.):

> *The Class Notice . . . has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. Such Class Notice (i) constituted the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency and nature of this Action, the definition of the Settlement Class, the terms of the Settlement Agreement, the rights of the Settlement Class to exclude themselves from the settlement or to object to any part of the settlement, the rights of the Settlement Class to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Settlement Agreement on all persons who do not exclude themselves from the Settlement Class, (iii) provided due, adequate, and sufficient notice to the Settlement Class; and (iv) fully satisfied all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.*

Judge Christina A. Snyder, *Waldrup v. Countrywide Financial Corporation, et al.* (July 16, 2020) 2:13-cv-08833 (C.D. Cal.):

> *The Court finds that mailed and publication notice previously given to Class Members in the Action was the best notice practicable under the circumstances, and satisfies the requirements of due process and FED. R. CIV. P. 23. The Court further finds that, because (a) adequate notice has been provided to all Class Members*

and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, it has jurisdiction over all Class Members. The Court further finds that all requirements of statute (including but not limited to 28 U.S.C. § 1715), rule, and state and federal constitutions necessary to effectuate this Settlement have been met and satisfied.

Judge James Donato, *Coffeng, et al. v. Volkswagen Group of America, Inc.* (June 10, 2020) 17-cv-01825 (N.D. Cal.):

The Court finds that, as demonstrated by the Declaration and Supplemental Declaration of Cameron Azari, and counsel's submissions, Notice to the Settlement Class was timely and properly effectuated in accordance with FED. R. CIV. P. 23(e) and the approved Notice Plan set forth in the Court's Preliminary Approval Order. The Court finds that said Notice constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

Judge Michael W. Fitzgerald*, Behfarin v. Pruco Life Insurance Company, et al.* (June 3, 2020) 17-cv-05290 (C.D. Cal.):

The Court finds that the requirements of Rule 23 of the Federal Rule of Civil Procedure and other laws and rules applicable to final settlement approval of class actions have been satisfied . . . .

This Court finds that the Claims Administrator caused notice to be disseminated to the Class in accordance with the plan to disseminate Notice outlined in the Settlement Agreement and the Preliminary Approval Order, and that Notice was given in an adequate and sufficient manner and complies with Due Process and Fed. R. Civ. P. 23.

Judge Nancy J. Rosenstengel, *First Impressions Salon, Inc., et al. v. National Milk Producers Federation, et al.* (Apr. 27, 2020) 3:13-cv-00454 (S.D. Ill.):

The Court finds that the Notice given to the Class Members was completed as approved by this Court and complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process. The settlement Notice Plan was modeled on and supplements the previous court-approved plan and, having been completed, constitutes the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice provided Class members due and adequate notice of the Settlement, the Settlement Agreement, the Plan of Distribution, these proceedings, and the rights of Class members to opt-out of the Class and/or object to Final Approval of the Settlement, as well as Plaintiffs' Motion requesting attorney fees, costs, and Class Representative service awards.

Judge Harvey Schlesinger, *In re: Disposable Contact Lens Antitrust Litigation* (CooperVision, Inc.) (Mar. 4, 2020) 3:15-md-02626 (M.D. Fla.):

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Orders; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Classes of (i) the pendency of the Action; (ii) the effect of the Settlement Agreements (including the Releases to the provided thereunder); (iii) Class Counsel's possible motion for an award of attorneys' fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreements, the Plan of Distribution, and/or Class Counsel's motion for attorneys' fees and reimbursement of expenses; (v) the right to opt out of the Settlement Classes; (vi) the right to appear at the Fairness Hearing; and (vii) the fact that Plaintiffs may receive incentive awards; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreement and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).

Judge Amos L. Mazzant, *Stone, et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens* (Mar. 3, 2020) 4:17-cv-00001 (E.D. Tex.):

The Court has reviewed the Notice Plan and its implementation and efficacy, and finds that it constituted the best notice practicable under the circumstances and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e) of the Federal Rules of Civil Procedure.

In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Equitable Relief Settlement Class; (iii) the claims and issues of the

Equitable Relief Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).

Judge Michael H. Simon, *In re: Premera Blue Cross Customer Data Security Breach Litigation* (Mar. 2, 2020) 3:15-md-2633 (D. Ore.):

The Court confirms that the form and content of the Summary Notice, Long Form Notice, Publication Notice, and Claim Form, and the procedure set forth in the Settlement for providing notice of the Settlement to the Class, were in full compliance with the notice requirements of Federal Rules of Civil Procedure 23(c)(2)(B) and 23(e), fully, fairly, accurately, and adequately advised members of the Class of their rights under the Settlement, provided the best notice practicable under the circumstances, fully satisfied the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, and afforded Class Members with adequate time and opportunity to file objections to the Settlement and attorney's fee motion, submit Requests for Exclusion, and submit Claim Forms to the Settlement Administrator.

Judge Maxine M. Chesney, *McKinney-Drobnis, et al. v. Massage Envy Franchising* (Mar. 2, 2020) 3:16-cv-6450 (N.D. Cal.):

The COURT hereby finds that the individual direct CLASS NOTICE given to the CLASS via email or First Class U.S. Mail (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the manner in which CLASS MEMBERS could submit a VOUCHER REQUEST under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.

Judge Harry D. Leinenweber, *Albrecht v. Oasis Power, LLC d/b/a Oasis Energy* (Feb. 6, 2020) 1:18-cv-1061 (N.D. Ill.):

The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable laws.

Judge Robert Scola, Jr., *Wilson, et al. v. Volkswagen Group of America, Inc., et al.* (Jan. 28, 2020) 17-cv-23033 (S.D. Fla.):

The Court finds that the Class Notice, in the form approved by the Court, was properly disseminated to the Settlement Class pursuant to the Notice Plan and constituted the best practicable notice under the circumstances. The forms and methods of the Notice Plan approved by the Court met all applicable requirements of the Federal Rules of Civil Procedure, the United States Code, the United States Constitution (including the Due Process Clause), and any other applicable law.

Judge Michael Davis, *Garcia v. Target Corporation* (Jan. 27, 2020) 16-cv-02574 (D. Minn.):

The Court finds that the Notice Plan set forth in Section 4 of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final

Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

Judge Bruce Howe Hendricks, *In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation* (Jan. 9, 2020) MDL No. 2613, 6:15-MN-02613 (D.S.C.):

> *The Classes have been notified of the settlement pursuant to the plan approved by the Court. After having reviewed the Declaration of Cameron R. Azari (ECF No. 220-1) and the Supplemental Declaration of Cameron R. Azari (ECF No. 225-1), the Court hereby finds that notice was accomplished in accordance with the Court's directives. The Court further finds that the notice program constituted the best practicable notice to the Settlement Classes under the circumstances and fully satisfies the requirements of due process and Federal Rule 23.*

Judge Margo K. Brodie, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (Dec. 13, 2019) MDL No. 1720, 05-md-1720 (E.D.N.Y.):

> *The notice and exclusion procedures provided to the Rule 23(b)(3) Settlement Class, including but not limited to the methods of identifying and notifying members of the Rule 23(b)(3) Settlement Class, were fair, adequate, and sufficient, constituted the best practicable notice under the circumstances, and were reasonably calculated to apprise members of the Rule 23(b)(3) Settlement Class of the Action, the terms of the Superseding Settlement Agreement, and their objection rights, and to apprise members of the Rule 23(b)(3) Settlement Class of their exclusion rights, and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, any other applicable laws or rules of the Court, and due process.*

Judge Steven Logan, *Knapper v. Cox Communications, Inc.* (Dec. 13, 2019) 2:17-cv-00913 (D. Ariz.):

> *The Court finds that the form and method for notifying the class members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order (Doc. 120). The Court further finds that the notice satisfied due process principles and the requirements of Federal Rule of Civil Procedure 23(c), and the Plaintiff chose the best practicable notice under the circumstances. The Court further finds that the notice was clearly designed to advise the class members of their rights.*

Judge Manish Shah, *Prather v. Wells Fargo Bank, N.A.* (Dec. 10, 2019) 1:17-cv-00481 (N.D. Ill.):

> *The Court finds that the Notice Plan set forth in Section VIII of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.*

Judge Liam O'Grady, *Liggio v. Apple Federal Credit Union* (Dec. 6, 2019) 1:18-cv-01059 (E.D. Vir.):

> *The Court finds that the manner and form of notice (the "Notice Plan") as provided for in the this Court's July 2, 2019 Order granting preliminary approval of class settlement, and as set forth in the Parties' Settlement Agreement was provided to Settlement Class Members by the Settlement Administrator. . . The Notice Plan was reasonably calculated to give actual notice to Settlement Class Members of the right to receive benefits from the Settlement, and to be excluded from or object to the Settlement. The Notice Plan met the requirements of Rule 23(c)(2)(B) and due process and constituted the best notice practicable under the circumstances.*

Judge Brian McDonald, *Armon, et al. v. Washington State University* (Nov. 8, 2019) 17-2-23244-1 (consolidated with 17-2-25052-0) (Sup. Ct. Wash.):

> *The Court finds that the Notice Program, as set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, satisfied CR 23(c)(2), was the best Notice practicable under the circumstances, was reasonably calculated to provide-and did provide-due and sufficient Notice to the Settlement Class of the pendency of the Litigation; certification of the Settlement Class for settlement purposes only; the existence and terms of the Settlement; the identity of Class Counsel and appropriate information about Class Counsel's then-forthcoming application for attorneys' fees and incentive awards to the Class Representatives; appropriate information about how to participate in the Settlement; Settlement Class Members' right to exclude themselves; their right to object to the Settlement and to appear at the Final Approval Hearing, through counsel if they desired; and appropriate*

instructions as to how to obtain additional information regarding this Litigation and the Settlement. In addition, pursuant to CR 23(c)(2)(B), the Notice properly informed Settlement Class Members that any Settlement Class Member who failed to opt-out would be prohibited from bringing a lawsuit against Defendant based on or related to any of the claims asserted by Plaintiffs, and it satisfied the other requirements of the Civil Rules.

Judge Andrew J. Guilford, *In re: Wells Fargo Collateral Protection Insurance Litigation* (Nov. 4, 2019) 8:17-ml-02797 (C.D. Cal.):

Epiq Class Action & Claims Solutions, Inc. ("Epiq"), the parties' settlement administrator, was able to deliver the court-approved notice materials to all class members, including 2,254,411 notice packets and 1,019,408 summary notices.

Judge Paul L. Maloney, *Burch v. Whirlpool Corporation* (Oct. 16, 2019) 1:17-cv-00018 (W.D. Mich.):

[T]he Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and applicable state laws and due process.

Judge Gene E.K. Pratter, *Tashica Fulton-Green, et al. v. Accolade, Inc.* (Sept. 24, 2019) 2:18-cv-00274 (E.D. Pa.):

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B).

Judge Edwin Torres, *Burrow, et al. v. Forjas Taurus S.A., et al.* (Sept. 6, 2019) 1:16-cv-21606 (S.D. Fla.):

Because the Parties complied with the agreed-to notice provisions as preliminarily approved by this Court, and given that there are no developments or changes in the facts to alter the Court's previous conclusion, the Court finds that the notice provided in this case satisfied the requirements of due process and of Rule 23(c)(2)(B).

Judge Amos L. Mazzant, *Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens* (Aug. 30, 2019) 4:19-cv-00248 (E.D. Tex.):

The Court has reviewed the Notice Plan and its implementation and efficacy, and finds that it constituted the best notice practicable under the circumstances and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e) of the Federal Rules of Civil Procedure.

In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified 2011 Settlement Class; (iii) the claims and issues of the 2011 Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusions; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).

Judge Karon Owen Bowdre, *In re: Community Health Systems, Inc. Customer Data Security Breach Litigation* (Aug. 22, 2019) MDL No. 2595, 2:15-cv-222 (N.D. Ala.):

The court finds that the Notice Program: (1) satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process; (2) was the best practicable notice under the circumstances; (3) reasonably apprised Settlement Class members of the pendency of the Action and their right to object to the settlement or opt-out of the Settlement Class; and (4) was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice. Approximately 90% of the 6,081,189 individuals identified as Settlement Class members received the Initial Postcard Notice of this Settlement Action.

The court further finds, pursuant to Fed. R. Civ. P. 23(c)(2)(B), that the Class Notice adequately informed Settlement Class members of their rights with respect to this action.

Judge Christina A. Snyder, *Zaklit, et al. v. Nationstar Mortgage LLC, et al.* (Aug. 21, 2019) 5:15-cv-02190 (C.D. Cal.):

> *The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.*

Judge Brian M. Cogan, *Luib v. Henkel Consumer Goods Inc.* (Aug. 19, 2019) 1:17-cv-03021 (E.D.N.Y.):

> *The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class members to exclude themselves from the Settlement Agreement, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.*

Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation* (Aug. 16, 2019) 4:13-md-02420 MDL No. 2420 (N.D. Cal.):

> *The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order. [T]he notice program reached approximately 87 percent of adults who purchased portable computers, power tools, camcorders, or replacement batteries, and these class members were notified an average of 3.5 times each. As a result of Plaintiffs' notice efforts, in total, 1,025,449 class members have submitted claims. That includes 51,961 new claims, and 973,488 claims filed under the prior settlements.*

Judge Jon Tigar, *McKnight, et al. v. Uber Technologies, Inc., et al.* (Aug. 13, 2019) 3:14-cv-05615 (N.D. Cal.):

> *The settlement administrator, Epiq Systems, Inc., carried out the notice procedures as outlined in the preliminary approval. ECF No. 162 at 17-18. Notices were mailed to over 22 million class members with a success rate of over 90%. Id. at 17. Epiq also created a website, banner ads, and a toll free number. Id. at 17-18. Epiq estimates that it reached through mail and other formats 94.3% of class members. ECF No. 164 ¶ 28. In light of these actions, and the Court's prior order granting preliminary approval, the Court finds that the parties have provided adequate notice to class members.*

Judge Gary W.B. Chang, *Robinson v. First Hawaiian Bank* (Aug. 8, 2019) 17-1-0167-01 (Cir. Ct. of First Cir. Haw.):

> *This Court determines that the Notice Program satisfies all of the due process requirements for a class action settlement.*

Judge Karin Crump, *Hyder, et al. v. Consumers County Mutual Insurance Company* (July 30, 2019) D-1-GN-16-000596 (D. Ct. of Travis County Tex.):

> *Due and adequate Notice of the pendency of this Action and of this Settlement has been provided to members of the Settlement Class, and this Court hereby finds that the Notice Plan described in the Preliminary Approval Order and completed by Defendant complied fully with the requirements of due process, the Texas Rules of Civil Procedure, and the requirements of due process under the Texas and United States Constitutions, and any other applicable laws.*

Judge Wendy Bettlestone, *Underwood v. Kohl's Department Stores, Inc., et al.* (July 24, 2019) 2:15-cv-00730 (E.D. Pa.):

> *The Notice, the contents of which were previously approved by the Court, was disseminated in accordance with the procedures required by the Court's Preliminary Approval Order in accordance with applicable law.*

Judge Andrew G. Ceresia, J.S.C., ***Denier, et al. v. Taconic Biosciences, Inc.*** (July 15, 2019) 00255851 (Sup Ct. N.Y.):

> *The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of the CPLR.*

Judge Vince G. Chhabria, ***Parsons v. Kimpton Hotel & Restaurant Group, LLC*** (July 11, 2019) 3:16-cv-05387 (N.D. Cal.):

> *Pursuant to the Preliminary Approval Order, the notice documents were sent to Settlement Class Members by email or by first-class mail, and further notice was achieved via publication in People magazine, internet banner notices, and internet sponsored search listings. The Court finds that the manner and form of notice (the "Notice Program") set forth in the Settlement Agreement was provided to Settlement Class Members. The Court finds that the Notice Program, as implemented, was the best practicable under the circumstances. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, and their rights to opt-out of the Settlement Class and object to the Settlement, Class Counsel's fee request, and the request for Service Award for Plaintiff. The Notice and Notice Program constituted sufficient notice to all persons entitled to notice. The Notice and Notice Program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.*

Judge Daniel J. Buckley, ***Adlouni v. UCLA Health Systems Auxiliary, et al.*** (June 28, 2019) BC589243 (Sup. Ct. Cal.):

> *The Court finds that the notice to the Settlement Class pursuant to the Preliminary Approval Order was appropriate, adequate, and sufficient, and constituted the best notice practicable under the circumstances to all Persons within the definition of the Settlement Class to apprise interested parties of the pendency of the Action, the nature of the claims, the definition of the Settlement Class, and the opportunity to exclude themselves from the Settlement Class or present objections to the settlement. The notice fully complied with the requirements of due process and all applicable statutes and laws and with the California Rules of Court.*

Judge John C. Hayes III, ***Lightsey, et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA, et al.*** (June 11, 2019) 2017-CP-25-335 (Ct. of Com. Pleas., S.C.):

> *These multiple efforts at notification far exceed the due process requirement that the class representative provide the best practical notice. See Eisen v. Carlisle & Jacquelin, 417 U.S. 156, 94 S.Ct. 2140 (1974); Hospitality Mgmt. Assoc., Inc. v. Shell Oil, Inc., 356 S.C. 644, 591 S.E.2d 611 (2004). Following this extensive notice campaign reaching over 1.6 million potential class member accounts, Class counsel have received just two objections to the settlement and only 24 opt outs.*

Judge Stephen K. Bushong, ***Scharfstein v. BP West Coast Products, LLC*** (June 4, 2019) 1112-17046 (Ore. Cir., County of Multnomah):

> *The Court finds that the Notice Plan was effected in accordance with the Preliminary Approval and Notice Order, dated March 26, 2019, was made pursuant to ORCP 32 D, and fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.*

Judge Cynthia Bashant, ***Lloyd, et al. v. Navy Federal Credit Union*** (May 28, 2019) 17-cv-1280 (S.D. Cal.):

> *This Court previously reviewed, and conditionally approved Plaintiffs' class notices subject to certain amendments. The Court affirms once more that notice was adequate.*

Judge Robert W. Gettleman, ***Cowen v. Lenny & Larry's Inc.*** (May 2, 2019) 1:17-cv-01530 (N.D. Ill.):

> *Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the elements specified by the Court in the preliminary approval order. Adequate notice of the amended settlement and the final approval hearing has also been given. Such notice informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a means to obtain additional information; was adequate notice under the circumstances; was valid, due, and sufficient notice to all Settlement Class [M]embers; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.*

Judge Edward J. Davila, *In re: HP Printer Firmware Update Litigation* (Apr. 25, 2019) 5:16-cv-05820 (N.D. Cal.):

> *Due and adequate notice has been given of the Settlement as required by the Preliminary Approval Order. The Court finds that notice of this Settlement was given to Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Settlement, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.*

Judge Claudia Wilken, *Naiman v. Total Merchant Services, Inc., et al.* (Apr. 16, 2019) 4:17-cv-03806 (N.D. Cal.):

> *The Court also finds that the notice program satisfied the requirements of Federal Rule of Civil Procedure 23 and due process. The notice approved by the Court and disseminated by Epiq constituted the best practicable method for informing the class about the Final Settlement Agreement and relevant aspects of the litigation.*

Judge Paul Gardephe, *37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)* (Mar. 31, 2019) 15-cv-9924 (S.D.N.Y.):

> *The Notice given to Class Members complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and provided due and adequate notice to the Class.*

Judge Alison J. Nathan, *Pantelyat, et al. v. Bank of America, N.A., et al.* (Jan. 31, 2019) 16-cv-08964 (S.D.N.Y.):

> *The Class Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice. The notice fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules.*

Judge Kenneth M. Hoyt, *Al's Pals Pet Card, LLC, et al. v. Woodforest National Bank, N.A., et al.* (Jan. 30, 2019) 4:17-cv-3852 (S.D. Tex.):

> *[T]he Court finds that the class has been notified of the Settlement pursuant to the plan approved by the Court. The Court further finds that the notice program constituted the best practicable notice to the class under the circumstances and fully satisfies the requirements of due process, including Fed. R. Civ. P. 23(e)(1) and 28 U.S.C. § 1715.*

Judge Robert M. Dow, Jr., *In re: Dealer Management Systems Antitrust Litigation* (Jan. 23, 2019) MDL No. 2817, 18-cv-00864 (N.D. Ill.):

> *The Court finds that the Settlement Administrator fully complied with the Preliminary Approval Order and that the form and manner of providing notice to the Dealership Class of the proposed Settlement with Reynolds was the best notice practicable under the circumstances, including individual notice to all members of the Dealership Class who could be identified through the exercise of reasonable effort. The Court further finds that the notice program provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715(b), and constitutional due process.*

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation* (Ford) (Dec. 20, 2018) MDL No. 2599 (S.D. Fla.):

> *The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: .(i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States*

Constitution (including the Due Process Clause), FED. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

Judge Herndon, *Hale v. State Farm Mutual Automobile Insurance Company, et al.* (Dec. 16, 2018) 3:12-cv-00660 (S.D. Ill.):

> *The Class here is estimated to include approximately 4.7 million members. Approximately 1.43 million of them received individual postcard or email notice of the terms of the proposed Settlement, and the rest were notified via a robust publication program "estimated to reach 78.8% of all U.S. Adults Aged 35+ approximately 2.4 times." Doc. 966-2 ¶¶ 26, 41. The Court previously approved the notice plan (Doc. 947), and now, having carefully reviewed the declaration of the Notice Administrator (Doc. 966-2), concludes that it was fully and properly executed, and reflected "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." See Fed. R. Civ. P. 23(c)(2)(B). The Court further concludes that CAFA notice was properly effectuated to the attorneys general and insurance commissioners of all 50 states and District of Columbia.*

Judge Jesse M. Furman, *Alaska Electrical Pension Fund, et al. v. Bank of America, N.A., et al.* (Nov. 13, 2018) 14-cv-7126 (S.D.N.Y.):

> *The mailing and distribution of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice efforts described in the Motion for Final Approval, as provided for in the Court's June 26, 2018 Preliminary Approval Order, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.*

Judge William L. Campbell, Jr., *Ajose, et al. v. Interline Brands, Inc.* (Oct. 23, 2018) 3:14-cv-01707 (M.D. Tenn.):

> *The Court finds that the Notice Plan, as approved by the Preliminary Approval Order: (i) satisfied the requirements of Rule 23(c)(3) and due process; (ii) was reasonable and the best practicable notice under the circumstances; (iii) reasonably apprised the Settlement Class of the pendency of the action, the terms of the Agreement, their right to object to the proposed settlement or opt out of the Settlement Class, the right to appear at the Final Fairness Hearing, and the Claims Process; and (iv) was reasonable and constituted due, adequate, and sufficient notice to all those entitled to receive notice.*

Judge Joseph C. Spero, *Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN* (Oct. 15, 2018) 3:16-cv-05486 (N.D. Cal.):

> *[T]the Court finds that notice to the class of the settlement complied with Rule 23(c)(3) and (e) and due process. Rule 23(e)(1) states that "[t]he court must direct notice in a reasonable manner to all class members who would be bound by" a proposed settlement, voluntary dismissal, or compromise. Class members are entitled to the "best notice that is practicable under the circumstances" of any proposed settlement before it is finally approved by the Court. Fed. R. Civ. P. 23(c)(2)(B)…The notice program included notice sent by first class mail to 1,750,564 class members and reached approximately 95.2% of the class.*

Judge Marcia G. Cooke, *Dipuglia v. US Coachways, Inc.* (*Sept. 28, 2018)* 1:17-cv-23006 (S.D. Fla.):

> *The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the Case 1:17-cv-23006-MGC Document 66 Entered on FLSD Docket 09/28/2018 Page 3 of 7 4 proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.*

Judge Beth Labson Freeman, *Gergetz v. Telenav, Inc.* (Sept. 27, 2018) 5:16-cv-04261 (N.D. Cal.):

> *The Court finds that the Notice and Notice Plan implemented pursuant to the Settlement Agreement, which consists of individual notice sent via first-class U.S. Mail postcard, notice provided via email, and the posting of relevant Settlement documents on the Settlement Website, has been successfully implemented and was the best notice practicable under the circumstances and: (1) constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons*

entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause, and the Rules of this Court.

Judge M. James Lorenz, *Farrell v. Bank of America, N.A.* (Aug. 31, 2018) 3:16-cv-00492 (S.D. Cal.):

The Court therefore finds that the Class Notices given to Settlement Class members adequately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members. The Court further finds that the Notice Program satisfies due process and has been fully implemented.

Judge Dean D. Pregerson, *Falco, et al. v. Nissan North America, Inc., et al.* (July 16, 2018) 2:13-cv-00686 (C.D. Cal.):

Notice to the Settlement Class as required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and such Notice by first-class mail was given in an adequate and sufficient manner, and constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

Judge Lynn Adelman, *In re: Windsor Wood Clad Window Product Liability Litigation* (July 16, 2018) MDL No. 2688, 16-md-02688 (E.D. Wis.):

The Court finds that the Notice Program was appropriately administered, and was the best practicable notice to the Class under the circumstances, satisfying the requirements of Rule 23 and due process. The Notice Program, constitutes due, adequate, and sufficient notice to all persons, entities, and/or organizations entitled to receive notice; fully satisfied the requirements of the Constitution of the United States (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law; and is based on the Federal Judicial Center's illustrative class action notices.

Judge Stephen K. Bushong, *Surrett, et al. v. Western Culinary Institute, et al.* (June 18, 2018) 0803-03530 (Ore. Cir. County of Multnomah):

This Court finds that the distribution of the Notice of Settlement was effected in accordance with the Preliminary Approval/Notice Order, dated February 9, 2018, was made pursuant to ORCP 32 D, and fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Jesse M. Furman, *Alaska Electrical Pension Fund, et al. v. Bank of America, N.A., et al.* (June 1, 2018) 14-cv-7126 (S.D.N.Y.):

The mailing of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice distribution efforts described in the Motion for Final Approval, as provided for in the Court's October 24, 2017 Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.

Judge Brad Seligman, *Larson v. John Hancock Life Insurance Company (U.S.A.)* (May 8, 2018) RG16813803 (Sup. Ct. Cal.):

The Court finds that the Class Notice and dissemination of the Class Notice as carried out by the Settlement Administrator complied with the Court's order granting preliminary approval and all applicable requirements of law, including, but not limited to California Rules of Court, rule 3.769(f) and the Constitutional requirements of due process, and constituted the best notice practicable under the circumstances and sufficient notice to all persons entitled to notice of the Settlement.

[T]he dissemination of the Class Notice constituted the best notice practicable because it included mailing individual notice to all Settlement Class Members who are reasonably identifiable using the same method used to inform class members of certification of the class, following a National Change of Address search and run through the LexisNexis Deceased Database.

Judge Federico A. Moreno, *Masson v. Tallahassee Dodge Chrysler Jeep, LLC* (May 8, 2018) 17-cv-22967 (S.D. Fla.):

> *The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.*

Chancellor Russell T. Perkins, *Morton v. GreenBank* (Apr. 18, 2018) 11-135-IV (20th Jud. Dist. Tenn.):

> *The Notice Program as provided or in the Agreement and the Preliminary Amended Approval Order constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class members who could be identified through reasonable effort. The Notice Plan fully satisfied the requirements of Tennessee Rule of Civil Procedure 23.03, due process and any other applicable law.*

Judge James V. Selna, *Callaway v. Mercedes-Benz USA, LLC* (Mar. 8, 2018) 8:14-cv-02011 (C.D. Cal.):

> *The Court finds that the notice given to the Class was the best notice practicable under the circumstances of this case, and that the notice complied with the requirements of Federal Rule of Civil Procedure 23 and due process.*
>
> *The notice given by the Class Administrator constituted due and sufficient notice to the Settlement Class, and adequately informed members of the Settlement Class of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement and how to object to the Settlement.*
>
> *The Court has considered and rejected the objection . . . [regarding] the adequacy of the notice plan. The notice given provided ample information regarding the case. Class members also had the ability to seek additional information from the settlement website, from Class Counsel or from the Class Administrator*

Judge Thomas M. Durkin, *Vergara, et al., v. Uber Technologies, Inc.* (Mar. 1, 2018) 1:15-cv-06972 (N.D. Ill.):

> *The Court finds that the Notice Plan set forth in Section IX of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Classes of the pendency of this case, certification of the Settlement Classes for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. Further, the Court finds that Defendant has timely satisfied the notice requirements of 28 U.S.C. Section 1715.*

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation* (Honda & Nissan) (Feb. 28, 2018) MDL No. 2599 (S.D. Fla.):

> *The Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED R. CIV. R. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.*

Judge Susan O. Hickey, *Larey v. Allstate Property and Casualty Insurance Company* (Feb. 9, 2018) 4:14-cv-04008 (W.D. Kan.):

> *Based on the Court's review of the evidence submitted and argument of counsel, the Court finds and concludes that the Class Notice and Claim Form was mailed to potential Class Members in accordance with the provisions of the Preliminary Approval Order, and together with the Publication Notice, the automated toll-free telephone number, and the settlement website: (i) constituted, under the circumstances, the most effective and practicable notice of the pendency of the Lawsuit, this Stipulation, and the Final Approval*

Hearing to all Class Members who could be identified through reasonable effort; and (ii) met all requirements of the Federal Rules of Civil Procedure, the requirements of due process under the United States Constitution, and the requirements of any other applicable rules or law.

Judge Muriel D. Hughes, *Glaske v. Independent Bank Corporation* (Jan. 11, 2018) 13-009983 (Cir. Ct. Mich.):

> *The Court-approved Notice Plan satisfied due process requirements . . . The notice, among other things, was calculated to reach Settlement Class Members because it was sent to their last known email or mail address in the Bank's files.*

Judge Naomi Reice Buchwald, *Orlander v. Staples, Inc.* (Dec. 13, 2017) 13-CV-0703 (S.D.N.Y.):

> *The Notice of Class Action Settlement ("Notice") was given to all Class Members who could be identified with reasonable effort in accordance with the terms of the Settlement Agreement and Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and the terms and conditions of the proposed Settlement met the requirements of Federal Rule of Civil Procedure 23 and the Constitution of the United States (including the Due Process Clause); and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.*

Judge Lisa Godbey Wood, *T.A.N. v. PNI Digital Media, Inc.* (Dec. 1, 2017) 2:16-cv-132 (S.D. Ga.):

> *Notice to the Settlement Class Members required by Rule 23 has been provided as directed by this Court in the Preliminary Approval Order, and such notice constituted the best notice practicable, including, but not limited to, the forms of notice and methods of identifying and providing notice to the Settlement Class Members, and satisfied the requirements of Rule 23 and due process, and all other applicable laws.*

Judge Robin L. Rosenberg, *Gottlieb v. Citgo Petroleum Corporation* (Nov. 29, 2017) 9:16-cv-81911 (S.D. Fla):

> *The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.*

Judge Donald M. Middlebrooks, *Mahoney v. TT of Pine Ridge, Inc.* (Nov. 20, 2017) 9:17-cv-80029 (S.D. Fla.):

> *Based on the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement Agreement, and upon the Declaration of Cameron Azari, Esq. (DE 61-1), the Court finds that Class Notice provided to the Settlement Class was the best notice practicable under the circumstances, and that it satisfied the requirements of due process and Federal Rule of Civil Procedure 23(e)(1).*

Judge Gerald Austin McHugh, *Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric, et al.* (Nov. 8, 2017) 2:14-cv-04464 (E.D. Pa.):

> *Notice has been provided to the Settlement Class of the pendency of this Action, the conditional certification of the Settlement Class for purposes of this Settlement, and the preliminary approval of the Settlement Agreement and the Settlement contemplated thereby. The Court finds that the notice provided was the best notice practicable under the circumstances to all persons entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.*

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation* (BMW, Mazda, Toyota, & Subaru) (Nov. 1, 2017) MDL No. 2599 (S.D. Fla.):

> *[T]he Court finds that the Class Notice has been given to the Class in the manner approved in the Preliminary Approval Order. The Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the orders and Final Order and Final Judgment in the Action, whether*

favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

Judge Charles R. Breyer, *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation* (May 17, 2017) MDL No. 2672 (N.D. Cal.):

> *The Court is satisfied that the Notice Program was reasonably calculated to notify Class Members of the proposed Settlement. The Notice "apprise[d] interested parties of the pendency of the action and afford[ed] them an opportunity to present their objections." Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950). Indeed, the Notice Administrator reports that the notice delivery rate of 97.04% "exceed[ed] the expected range and is indicative of the extensive address updating and re-mailing protocols used." (Dkt. No. 3188-2 ¶ 24.)*

Judge Rebecca Brett Nightingale, *Ratzlaff, et al. v. BOKF, NA d/b/a Bank of Oklahoma, et al.* (May 15, 2017) CJ-2015-00859 (Dist. Ct. Okla.):

> *The Court-approved Notice Plan satisfies Oklahoma law because it is "reasonable" (12 O.S. § 2023(E)(I)) and it satisfies due process requirements because it was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15).*

Judge Joseph F. Bataillon, *Klug v. Watts Regulator Company* (Apr. 13, 2017) No. 8:15-cv-00061 (D. Neb.):

> *The court finds that the notice to the Settlement Class of the pendency of the Class Action and of this settlement, as provided by the Settlement Agreement and by the Preliminary Approval Order dated December 7, 2017, constituted the best notice practicable under the circumstances to all persons and entities within the definition of the Settlement Class, and fully complied with the requirements of Federal Rules of Civil Procedure Rule 23 and due process. Due and sufficient proof of the execution of the Notice Plan as outlined in the Preliminary Approval Order has been filed.*

Judge Yvonne Gonzalez Rogers, *Bias v. Wells Fargo & Company, et al.* (Apr. 13, 2017) 4:12-cv-00664 (N.D. Cal.):

> *The form, content, and method of dissemination of Notice of Settlement given to the Settlement Class was adequate and reasonable and constituted the best notice practicable under the circumstances, including both individual notice to all Settlement Class Members who could be identified through reasonable effort and publication notice.*
>
> *Notice of Settlement, as given, complied with the requirements of Rule 23 of the Federal Rules of Civil Procedure, satisfied the requirements of due process, and constituted due and sufficient notice of the matters set forth herein.*
>
> *Notice of the Settlement was provided to the appropriate regulators pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(c)(1).*

Judge Carlos Murguia, *Whitton v. Deffenbaugh Industries, Inc., et al.* (Dec. 14, 2016) 2:12-cv-02247 and ***Gary, LLC v. Deffenbaugh Industries, Inc., et al.*** 2:13-cv-02634 (D. Kan.):

> *The Court determines that the Notice Plan as implemented was reasonably calculated to provide the best notice practicable under the circumstances and contained all required information for members of the proposed Settlement Class to act to protect their interests. The Court also finds that Class Members were provided an adequate period of time to receive Notice and respond accordingly.*

Judge Yvette Kane, *In re: Shop-Vac Marketing and Sales Practices Litigation* (Dec. 9, 2016) MDL No. 2380 (M.D. Pa.):

> *The Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all other applicable laws.*

Judge Timothy D. Fox, *Miner v. Philip Morris USA, Inc.* (Nov. 21, 2016) 60CV03-4661 (Ark. Cir. Ct.):

> *The Court finds that the Settlement Notice provided to potential members of the Class constituted the best and most practicable notice under the circumstances, thereby complying fully with due process and Rule 23 of the Arkansas Rules of Civil Procedure.*

Judge Eileen Bransten, *In re: HSBC Bank USA, N.A.,* as part of *In re: Checking Account Overdraft Litigation* (Oct. 13, 2016) 650562/2011 (Sup. Ct. N.Y.):

> *This Court finds that the Notice Program and the Notice provided to Settlement Class members fully satisfied the requirements of constitutional due process, the N.Y. C.P.L.R., and any other applicable laws, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled thereto.*

Judge Jerome B. Simandle, *In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation* (Sept. 20, 2016) MDL No. 2540 (D.N.J.):

> *The Court hereby finds that the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances. Said Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the terms of the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23, requirements of due process and any other applicable law.*

Judge Marcia G. Cooke, *Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.* (Apr. 11, 2016) 14-23120 (S.D. Fla.):

> *Pursuant to the Court's Preliminary Approval Order, the Settlement Administrator, Epiq Systems, Inc. [Hilsoft Notifications], has complied with the approved notice process as confirmed in its Declaration filed with the Court on March 23, 2016. The Court finds that the notice process was designed to advise Class Members of their rights. The form and method for notifying Class Members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order, constituted the best notice practicable under the circumstances, and satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2)(B), the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, and due process under the United States Constitution and other applicable laws.*

Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation* (Mar. 22, 2016) 4:13-md-02420 MDL No. 2420 (N.D. Cal.):

> *From what I could tell, I liked your approach and the way you did it. I get a lot of these notices that I think are all legalese and no one can really understand them. Yours was not that way.*

Judge Christopher S. Sontchi, *In re: Energy Future Holdings Corp, et al.* (July 30, 2015) 14-10979 (Bankr. D. Del.):

> *Notice of the Asbestos Bar Date as set forth in this Asbestos Bar Date Order and in the manner set forth herein constitutes adequate and sufficient notice of the Asbestos Bar Date and satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.*

Judge David C. Norton, *In re: MI Windows and Doors Inc. Products Liability Litigation* (July 22, 2015) MDL No. 2333, 2:12-mn-00001 (D.S.C.):

> *The court finds that the Notice Plan, as described in the Settlement and related declarations, has been faithfully carried out and constituted the best practicable notice to Class Members under the circumstances of this Action, and was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to be provided with Notice.*
>
> *The court also finds that the Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of: (1) the pendency of this class action; (2) their right to exclude themselves from the Settlement Class and the proposed Settlement; (3) their right to object to any aspect of the proposed Settlement (including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed Settlement, the adequacy of the Settlement Class's representation by Named Plaintiffs or Class Counsel, or the award of attorney's and representative fees); (4) their right to appear at the fairness hearing (either on their own or through counsel hired at their own expense); and (5) the binding and*

preclusive effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all Persons who do not request exclusion from the Settlement Class. As such, the court finds that the Notice fully satisfied the requirements of the Federal Rules of Civil Procedure, including Federal Rule of Civil Procedure 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the rules of this court, and any other applicable law, and provided sufficient notice to bind all Class Members, regardless of whether a particular Class Member received actual notice.

Judge Robert W. Gettleman, *Adkins, et al. v. Nestlé Purina PetCare Company, et al.* (June 23, 2015) 1:12-cv-02871 (N.D. Ill.):

Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the notice requirements specified by the Court in the Preliminary Approval Order. Such notice fully and accurately informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a variety of means to obtain additional information; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Settlement Class members; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.

Judge James Lawrence King, *Steen v. Capital One, N.A.* (May 22, 2015) 2:10-cv-01505 (E.D. La.) and 1:10-cv-22058 (S.D. Fla.) as part of ***In re: Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.):

The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15). This Settlement with Capital One was widely publicized, and any Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so. Azari Decl. ¶¶ 30-39.

Judge Rya W. Zobel, *Gulbankian et al. v. MW Manufacturers, Inc.* (Dec. 29, 2014) 1:10-cv-10392 (D. Mass.):

This Court finds that the Class Notice was provided to the Settlement Class consistent with the Preliminary Approval Order and that it was the best notice practicable and fully satisfied the requirements of the Federal Rules of Civil Procedure, due process, and applicable law. The Court finds that the Notice Plan that was implemented by the Claims Administrator satisfies the requirements of FED. R. CIV. P. 23, 28 U.S.C. § 1715, and Due Process, and is the best notice practicable under the circumstances. The Notice Plan constituted due and sufficient notice of the Settlement, the Final Approval Hearing, and the other matters referred to in the notices. Proof of the giving of such notices has been filed with the Court via the Azari Declaration and its exhibits.

Judge Edward J. Davila, *Rose v. Bank of America Corporation, et al.* (Aug. 29, 2014) 5:11-cv-02390 and 5:12-cv-0400 (N.D. Cal.):

The Court finds that the notice was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of this action, all material elements of the Settlement, the opportunity for Settlement Class Members to exclude themselves from, object to, or comment on the settlement and to appear at the final approval hearing. The notice was the best notice practicable under the circumstances, satisfying the requirements of Rule 23(c)(2)(B); provided notice in a reasonable manner to all class members, satisfying Rule 23(e)(1)(B); was adequate and sufficient notice to all Class Members; and, complied fully with the laws of the United States and of the Federal Rules of Civil Procedure, due process and any other applicable rules of court.

Judge James A. Robertson, II, *Wong, et al. v. Alacer Corp.* (June 27, 2014) CGC-12-519221 (Sup. Ct. Cal.):

Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order. Based on the Declaration of Cameron Azari dated March 7, 2014, such Class Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of California Civil Code Section 1781, California Civil Code of Civil Procedure Section 382, Rules 3.766 of the California Rules of Court, and due process.

Judge John Gleeson, ***In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*** (Dec. 13, 2013) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

> *The Class Administrator notified class members of the terms of the proposed settlement through a mailed notice and publication campaign that included more than 20 million mailings and publication in more than 400 publications. The notice here meets the requirements of due process and notice standards… The objectors' complaints provide no reason to conclude that the purposes and requirements of a notice to a class were not met here.*

Judge Lance M. Africk, ***Evans, et al. v. TIN, Inc., et al.*** (July 7, 2013) 2:11-cv-02067 (E.D. La.):

> *The Court finds that the dissemination of the Class Notice… as described in Notice Agent Lauran Schultz's Declaration: (a) constituted the best practicable notice to Class Members under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances…; (c) constituted notice that was reasonable, due, adequate, and sufficient; and (d) constituted notice that fully satisfied all applicable legal requirements, including Rules 23(c)(2)(B) and (e)(1) of the Federal Rules of Civil Procedure, the United States Constitution (including Due Process Clause), the Rules of this Court, and any other applicable law, as well as complied with the Federal Judicial Center's illustrative class action notices.*

Judge Edward M. Chen, ***Marolda v. Symantec Corporation*** (Apr. 5, 2013) 3:08-cv-05701 (N.D. Cal.):

> *Approximately 3.9 million notices were delivered by email to class members, but only a very small percentage objected or opted out . . . The Court . . . concludes that notice of settlement to the class was adequate and satisfied all requirements of Federal Rule of Civil Procedure 23(e) and due process. Class members received direct notice by email, and additional notice was given by publication in numerous widely circulated publications as well as in numerous targeted publications. These were the best practicable means of informing class members of their rights and of the settlement's terms.*

Judge Ann D. Montgomery, ***In re: Zurn Pex Plumbing Products Liability Litigation*** (Feb. 27, 2013) MDL No. 1958, 08-md-1958 (D. Minn.):

> *The parties retained Hilsoft Notifications ("Hilsoft"), an experienced class-notice consultant, to design and carry out the notice plan. The form and content of the notices provided to the class were direct, understandable, and consistent with the "plain language" principles advanced by the Federal Judicial Center.*
>
> *The notice plan's multi-faceted approach to providing notice to settlement class members whose identity is not known to the settling parties constitutes "the best notice [*26] that is practicable under the circumstances" consistent with Rule 23(c)(2)(B).*

Magistrate Judge Stewart, ***Gessele, et al. v. Jack in the Box, Inc.*** (Jan. 28, 2013) 3:10-cv-960 (D. Ore.):

> *Moreover, plaintiffs have submitted [a] declaration from Cameron Azari (docket #129), a nationally recognized notice expert, who attests that fashioning an effective joint notice is not unworkable or unduly confusing. Azari also provides a detailed analysis of how he would approach fashioning an effective notice in this case.*

Judge Carl J. Barbier, ***In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*** *(Medical Benefits Settlement)* (Jan. 11, 2013) MDL No. 2179 (E.D. La.):

> *Through August 9, 2012, 366,242 individual notices had been sent to potential [Medical Benefits] Settlement Class Members by postal mail and 56,136 individual notices had been e-mailed. Only 10,700 mailings—or 3.3%—were known to be undeliverable. (Azari Decl. ¶¶ 8, 9.) Notice was also provided through an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, highly-trafficked websites, and Sunday local newspapers (via newspaper supplements). Notice was also provided in non-measured trade, business and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The combined measurable paid print, television, radio, and Internet effort reached an estimated 95% of adults aged 18+ in the Gulf Coast region an average of 10.3 times each, and an estimated 83% of all adults in the United States aged 18+ an average of 4 times each. (Id. ¶¶ 8, 10.) All notice documents were designed to be clear, substantive, and informative. (Id. ¶ 5.)*

The Court received no objections to the scope or content of the [Medical Benefits] Notice Program. (Azari Supp. Decl. ¶ 12.) The Court finds that the Notice and Notice Plan as implemented satisfied the best notice practicable standard of Rule 23(c) and, in accordance with Rule 23(e)(1), provided notice in a reasonable manner to Class Members who would be bound by the Settlement, including individual notice to all Class Members who could be identified through reasonable effort. Likewise, the Notice and Notice Plan satisfied the requirements of Due Process. The Court also finds the Notice and Notice Plan satisfied the requirements of CAFA.

Judge Carl J. Barbier, *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010* *(Economic and Property Damages Settlement)* (Dec. 21, 2012) MDL No. 2179 (E.D. La.):

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rule of Civil Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation. The notice program surpassed the requirements of Due Process, Rule 23, and CAFA. Based on the factual elements of the Notice Program as detailed below, the Notice Program surpassed all of the requirements of Due Process, Rule 23, and CAFA.

The Notice Program, as duly implemented, surpasses other notice programs that Hilsoft Notifications has designed and executed with court approval. The Notice Program included notification to known or potential Class Members via postal mail and e-mail; an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, and Sunday local newspapers. Notice placements also appeared in non-measured trade, business, and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The Notice Program met the objective of reaching the greatest possible number of class members and providing them with every reasonable opportunity to understand their legal rights. See Azari Decl. ¶¶ 8, 15, 68. The Notice Program was substantially completed on July 15, 2012, allowing class members adequate time to make decisions before the opt-out and objections deadlines.

The media notice effort alone reached an estimated 95% of adults in the Gulf region an average of 10.3 times each, and an estimated 83% of all adults in the United States an average of 4 times each. These figures do not include notice efforts that cannot be measured, such as advertisements in trade publications and sponsored search engine listings. The Notice Program fairly and adequately covered and notified the class without excluding any demographic group or geographic area, and it exceeded the reach percentage achieved in most other court-approved notice programs.

Judge Alonzo Harris, *Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.* (Aug. 17, 2012) 12-C-1599 (27th Jud. D. Ct. La.):

Notice given to Class Members and all other interested parties pursuant to this Court's order of April 18, 2012, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as Defined for settlement purposes only, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members rights to appear in Court to have their objections heard, and to afford persons or entities within the Class Definition an opportunity to exclude themselves from the Class. Such notice complied with all requirements of the federal and state constitutions, including the Due Process Clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined.

Judge James Lawrence King, *Sachar v. Iberiabank Corporation* (Apr. 26, 2012) as part of ***In re: Checking Account Overdraft*** MDL No. 2036 (S.D. Fla):

The Court finds that the Notice previously approved was fully and properly effectuated and was sufficient to satisfy the requirements of due process because it described "the substantive claims . . . [and] contained information reasonably necessary to [allow Settlement Class Members to] make a decision to remain a class member and be bound by the final judgment." In re: Nissan Motor Corp. Antitrust Litig., 552 F.2d 1088, 1104-05 (5th Cir. 1977). The Notice, among other things, defined the Settlement Class, described the release as well as the amount and method and manner of proposed distribution of the Settlement proceeds, and informed Settlement Class Members of their rights to opt-out or object, the procedures for doing so, and the time and place of the Final Approval Hearing. The Notice also informed Settlement Class

Members that a class judgment would bind them unless they opted out, and told them where they could obtain more information, such as access to a full copy of the Agreement. Further, the Notice described in summary form the fact that Class Counsel would be seeking attorneys' fees of up to 30 percent of the Settlement. Settlement Class Members were provided with the best practicable notice "reasonably calculated, under [the] circumstances, to apprise them of the pendency of the action and afford them an opportunity to present their objections." Mullane, 339 U.S. at 314. The content of the Notice fully complied with the requirements of Rule 23.

Judge Bobby Peters, *Vereen v. Lowe's Home Centers* (Apr. 13, 2012) SU10-cv-2267B (Ga. Super. Ct.):

The Court finds that the Notice and the Notice Plan was fulfilled, in accordance with the terms of the Settlement Agreement, the Amendment, and this Court's Preliminary Approval Order and that this Notice and Notice Plan constituted the best practicable notice to Class Members under the circumstances of this action, constituted due and sufficient Notice of the proposed Settlement to all persons entitled to participate in the proposed Settlement, and was in full compliance with Ga. Code Ann § 9-11-23 and the constitutional requirements of due process. Extensive notice was provided to the class, including point of sale notification, publication notice and notice by first-class mail for certain potential Class Members.

The affidavit of the notice expert conclusively supports this Court's finding that the notice program was adequate, appropriate, and comported with Georgia Code Ann. § 9-11-23(b)(2), the Due Process Clause of the Constitution, and the guidance for effective notice articulate in the FJC's Manual for Complex Litigation, 4th.

Judge Lee Rosenthal, *In re: Heartland Payment Systems, Inc. Customer Data Security Breach Litigation* (Mar. 2, 2012) MDL No. 2046 (S.D. Tex.):

*The notice that has been given clearly complies with Rule 23(e)(1)'s reasonableness requirement… Hilsoft Notifications analyzed the notice plan after its implementation and conservatively estimated that notice reached 81.4 percent of the class members. (Docket Entry No. 106, ¶ 32). Both the summary notice and the detailed notice provided the information reasonably necessary for the presumptive class members to determine whether to object to the proposed settlement. See Katrina Canal Breaches, 628 F.3d at 197. Both the summary notice and the detailed notice "were written in easy-to-understand plain English." In re: Black Farmers Discrimination Litig., — F. Supp. 2d —, 2011 WL 5117058, at *23 (D.D.C. 2011); accord AGGREGATE LITIGATION § 3.04(c).15 The notice provided "satisf[ies] the broad reasonableness standards imposed by due process" and Rule 23. Katrina Canal Breaches, 628 F.3d at 197.*

Judge John D. Bates, *Trombley v. National City Bank* (Dec. 1, 2011) 1:10-cv-00232 (D.D.C.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

The form, content, and method of dissemination of Notice given to the Settlement Class were in full compliance with the Court's January 11, 2011 Order, the requirements of Fed. R. Civ. P. 23(e), and due process. The notice was adequate and reasonable, and constituted the best notice practicable under the circumstances. In addition, adequate notice of the proceedings and an opportunity to participate in the final fairness hearing were provided to the Settlement Class.

Judge Robert M. Dow, Jr., *Schulte v. Fifth Third Bank* (July 29, 2011) 1:09-cv-06655 (N.D. Ill.):

The Court has reviewed the content of all of the various notices, as well as the manner in which Notice was disseminated, and concludes that the Notice given to the Class fully complied with Federal Rule of Civil Procedure 23, as it was the best notice practicable, satisfied all constitutional due process concerns, and provided the Court with jurisdiction over the absent Class Members.

Judge Ellis J. Daigle, *Williams v. Hammerman & Gainer Inc.* (June 30, 2011) 11-C-3187-B (27th Jud. D. Ct. La.):

Notices given to Settlement Class members and all other interested parties throughout this proceeding with respect to the certification of the Settlement Class, the proposed settlement, and all related procedures and hearings—including, without limitation, the notice to putative Settlement Class members and others more fully described in this Court's order of 30th day of March 2011 were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties and members of the Settlement Class of the pendency of the action, the certification of the Settlement Class, the Settlement Agreement and its contents, Settlement Class members' right to be represented by private counsel, at their own cost, and Settlement Class members' right to appear in Court *to have their objections heard, and to afford Settlement Class members an opportunity to exclude themselves from the Settlement Class. Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedures, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.*

Judge Stefan R. Underhill, *Mathena v. Webster Bank, N.A.* (Mar. 24, 2011) 3:10-cv-01448 (D. Conn.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

The form, content, and method of dissemination of Notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.

Judge Ted Stewart, *Miller v. Basic Research, LLC* (Sept. 2, 2010) 2:07-cv-00871 (D. Utah):

Plaintiffs state that they have hired a firm specializing in designing and implementing large scale, unbiased, legal notification plans. Plaintiffs represent to the Court that such notice will include: 1) individual notice by electronic mail and/or first-class mail sent to all reasonably identifiable Class members; 2) nationwide paid media notice through a combination of print publications, including newspapers, consumer magazines, newspaper supplements and the Internet; 3) a neutral, Court-approved, informational press release; 4) a neutral, Court-approved Internet website; and 5) a toll-free telephone number. Similar mixed media plans have been approved by other district courts post class certification. The Court finds this plan is sufficient to meet the notice requirement.

Judge Sara Loi, *Pavlov v. Continental Casualty Co.* (Oct. 7, 2009) 5:07-cv-2580 (N.D. Ohio):

As previously set forth in this Memorandum Opinion, the elaborate notice program contained in the Settlement Agreement provides for notice through a variety of means, including direct mail to each class member, notice to the United States Attorney General and each State, a toll free number, and a website designed to provide information about the settlement and instructions on submitting claims. With a 99.9% effective rate, the Court finds that the notice program constituted the "best notice that is practicable under the circumstances," Fed. R. Civ. P. 23(c)(2)(B), and clearly satisfies the requirements of Rule 23(c)(2)(B).

Judge James Robertson, *In re: Department of Veterans Affairs (VA) Data Theft Litigation* (Sept. 23, 2009) MDL No. 1796 (D.D.C.):

The Notice Plan, as implemented, satisfied the requirements of due process and was the best notice practicable under the circumstances. The Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the action, the terms of the Settlement, and their right to appear, object to or exclude themselves from the Settlement. Further, the notice was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice.

LEGAL NOTICE CASES

Hilsoft has served as a notice expert for planning, implementation and/or analysis in the following partial list of cases:

Yamagata et al. v. Reckitt Benckiser LLC	N.D. Cal., No. 3:17-cv-03529
Thompson et al. v. Community Bank, N.A. **(Overdraft)**	N.D.N.Y., No. 8:19-cv-0919
Silveira v. M&T Bank	C.D. Cal., No. 2:19-cv-06958
In re Toll Roads Litigation; Borsuk et al. v. Foothill/Eastern Transportation Corridor Agency, et al. **(OCTA Settlement)**	C.D. Cal., No. 8:16-cv-00262
In Re: Toll Roads Litigation **(3M/TCA Settlement)**	C.D. Cal., No. 8:16-cv-00262

Pearlstone v. Wal-Mart Stores, Inc. **(Sales Tax)**	C.D. Cal., No. 4:17-cv-02856
Zanca, et al. v. Epic Games, Inc. **(Fortnite or Rocket League Video Games)**	Sup Ct. Wake Cnty., N.C., No. 21-CVS-534
In re: Flint Water Cases	E.D. Mich., No. 5:16-cv-10444
Kukorinis, et al. v. Walmart, Inc.	S.D. Fla., No. 1:19-cv-20592
Grace v. Apple, Inc.	N.D. Cal., No. 17-CV-00551
Alvarez v. Sirius XM Radio Inc.	C.D. Cal., No. 2:18-cv-8605
In re: Pre-Filled Propane Tank Antitrust Litigation	W.D. Mo., No. MDL No. 2567, No. 14-2567
In re: Disposable Contact Lens Antitrust Litigation **(ABB Concise Optical Group, LLC)**	M.D. Fla., No. 3:15-md-02626
Bally v. State Farm Insurance Company	N.D. Cal., No. 3:18-cv-04954
Morris v. Provident Credit Union **(Overdraft)**	Sup. Ct. Cal. Cty. of San Fran., No. CGC-19-581616
Pennington v. Tetra Tech, Inc. et al.	N.D. Cal., No. 3:18-cv-05330
Maldonado et al. v. Apple Inc, et al.	N.D. Cal., No. 3:16-cv-04067
UFCW & Employers Benefit Trust v. Sutter Health, et al.	Sup. Ct. of Cal., Cnty of San Fran., No. CGC 14-538451 Consolidated with CGC-18-565398
Fitzhenry v. Independent Home Products, LLC **(TCPA)**	D.S.C., No. 2:19-cv-02993
In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc., et al.	C.D. Cal., Nos. 8:17-CV-00838 & 18-cv-02223
Sager, et al. v. Volkswagen Group of America, Inc., et al.	D.N.J., No. 18-cv-13556
Bautista v. Valero Marketing and Supply Company	N.D. Cal., No. 3:15-cv-05557
Snee Farm Lakes Homeowner's Association Inc. v. The Commissioners of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks	Ct. of Com. Pleas., S.C., No. 2018-CP-10-2764
Richards, et al. v. Chime Financial, Inc.	N.D. Cal., No. 4:19-cv-06864
In re: Health Insurance Innovations Securities Litigation	M.D. Fla., No. 8:17-cv-02186
Fox, et al. v. Iowa Health System d.b.a. UnityPoint Health **(Data Breach)**	W.D. Wis., No. 18-cv-327
Smith v. Costa Del Mar, Inc.	M.D. Fla., No. 3:18-cv-1011
Al's Discount Plumbing, et al. v. Viega, LLC **(Building Products)**	M.D. Pa., No. 19-cv-00159
The Weinstein Company Holdings, LLC	Bankr. D. Del., No. 18-10601
Rose v. The Travelers Home and Marine Insurance Company, et al.	E.D. Pa., No. 19-cv-00977
Paris et al. v. Progressive American Insurance Company, et al.	S.D. Fla., No. 19-cv-21761
Chinitz v. Intero Real Estate Services	N.D. Cal., No. 5:18-cv-05623
Eastwood Construction LLC, et al. v. City of Monroe ***The Estate of Donald Alan Plyler Sr., et al. v. City of Monroe***	Sup. Ct. N.C., Nos. 18-CVS-2692 & 19-CVS-1825

Garvin v. San Diego Unified Port District	Sup. Ct. Cal., No. 37-2020-00015064
Consumer Financial Protection Bureau v. Siringoringo Law Firm	C.D. Cal., No. 8:14-cv-01155
Robinson v. Nationstar Mortgage LLC	D. Md., No. 8:14-cv-03667
Drazen v. GoDaddy.com, LLC* and *Bennett v. GoDaddy.com, LLC (TCPA)	S.D. Ala., No. 1:19-cv-00563
In re: Libor-Based Financial Instruments Antitrust Litigation	S.D.N.Y., MDL No. 2262, No. 1:11-md-2262
***Izor v. Abacus Data Systems, Inc.* (TCPA)**	N.D. Cal., No. 19-cv-01057
Cook, et al. v. South Carolina Public Service Authority, et al.	Ct. of Com. Pleas. 13th Jud. Cir. S.C., No. 2019-CP-23-6675
K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals	30th Jud. Dist. Tenn., No. CH-13-04871-1
In re: Roman Catholic Diocese of Harrisburg	Bank. Ct. M.D. Pa., No. 1:20-bk-00599
Denier, et al. v. Taconic Biosciences, Inc.	Sup Ct. N.Y., No. 00255851
***Robinson v. First Hawaiian Bank* (Overdraft)**	Cir. Ct. of First Cir. Haw., No. 17-1-0167-01
Burch v. Whirlpool Corporation	W.D. Mich., No. 1:17-cv-00018
***Armon, et al. v. Washington State University* (Data Breach)**	Sup. Ct. Wash., No. 17-2-23244-1 consolidated with No. 17-2-25052-0
Wilson, et al. v. Volkswagen Group of America, Inc., et al.	S.D. Fla., No. 17-cv-23033
***Prather v. Wells Fargo Bank, N.A.* (TCPA)**	N.D. Ill., No. 1:17-cv-00481
In re: Wells Fargo Collateral Protection Insurance Litigation	C.D. Cal., No. 8:17-ml-02797
Ciuffitelli, et al. v. Deloitte & Touche LLP, et al.	D. Ore., No. 3:16-cv-00580
Coffeng, et al. v. Volkswagen Group of America, Inc.	N.D. Cal., No. 17-cv-01825
***In re: Disposable Contact Lens Antitrust Litigation* (CooperVision, Inc.)**	M.D. Fla., No. 3:15-md-02626
Audet, et al. v. Garza, et al.	D. Conn., No. 3:16-cv-00940
Hyder, et al. v. Consumers County Mutual Insurance Company	D. Ct. of Travis County Tex., No. D-1-GN-16-000596
Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens	E.D. Tex., No. 4:19-cv-00248
In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation	D.S.C., MDL No. 2613, No. 6:15-MN-02613
Liggio v. Apple Federal Credit Union	E.D. Vir., No. 1:18-cv-01059
***Garcia v. Target Corporation* (TCPA)**	D. Minn., No. 16-cv-02574
Albrecht v. Oasis Power, LLC d/b/a Oasis Energy	N.D. Ill., No. 1:18-cv-1061
McKinney-Drobnis, et al. v. Massage Envy Franchising	N.D. Cal., No. 3:16-cv-6450

In re: Optical Disk Drive Products Antitrust Litigation	N.D. Cal., MDL No. 2143, No. 3:10-md-2143
Stone, et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens	E.D. Tex., No. 4:17-cv-00001
In re: Kaiser Gypsum Company, Inc., el al. **(Asbestos)**	Bankr. W.D. N.C., No. 16-31602
Kuss v. American HomePatient, Inc., et al. **(Data Breach)**	M.D. Fla., No. 8:18-cv-2348
Lusnak v. Bank of America, N.A.	C.D. Cal., No. 14-cv-1855
In re: Premera Blue Cross Customer Data Security Breach Litigation	D. Ore., No. 3:15-md-2633
Elder v. Hilton Worldwide Holdings, Inc. **(Hotel Stay Promotion)**	N.D. Cal., No. 16-cv-00278
Grayson, et al. v. General Electric Company **(Microwaves)**	D. Conn., No. 3:13-cv-01799
Harris, et al. v. Farmers Insurance Exchange and Mid Century Insurance Company	Sup. Ct Cal., No. BC 579498
Lashambae v. Capital One Bank, N.A. **(Overdraft)**	E.D.N.Y., No. 1:17-cv-06406
Trujillo, et al. v. Ametek, Inc., et al. **(Toxic Leak)**	S.D. Cal., No.3:15-cv-01394
Cox, et al. v. Ametek, Inc., et al. **(Toxic Leak)**	S.D. Cal., No. 3:17-cv-00597
Pirozzi, et al. v. Massage Envy Franchising, LLC	E.D. Mo., No. 4:19-CV-807
Lehman v. Transbay Joint Powers Authority, et al. **(Millennium Tower)**	Sup. Ct. Cal., No. GCG-16-553758
In re: FCA US LLC Monostable Electronic Gearshift Litigation	E.D. Mich., MDL No. 2744 & No. 16-md-02744
Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A.**, as part of *****In re: Checking Account Overdraft***	S.D. Fla., No. 1:10-CV-22190, as part of MDL No. 2036
Behfarin v. Pruco Life Insurance Company, et al.	C.D. Cal., No. 17-cv-05290
In re: Renovate America Finance Cases	Sup. Ct, Cal., County of Riverside, No. RICJCCP4940
Nelson v. Roadrunner Transportation Systems, Inc. **(Data Breach)**	N.D. Ill., No. 1:18-cv-07400
Skochin, et al. v. Genworth Life Insurance Company, et al.	E.D. Vir., No. 3:19-cv-00049
Walters, et al. v. Target Corp. **(Overdraft)**	S.D. Cal., No. 3:16-cv-1678
Jackson, et al. v. Viking Group, Inc., et al.	D. Md., No. 8:18-cv-02356
Waldrup v. Countrywide Financial Corporation, et al.	C.D. Cal., No. 2:13-cv-08833
Burrow, et al. v. Forjas Taurus S.A., et al.	S.D. Fla., No. 1:16-cv-21606
Henrikson v. Samsung Electronics Canada Inc.	Ontario Sup. Ct., No. 2762-16cp
In re: Comcast Corp. Set-Top Cable Television Box Antitrust Litigation	E.D. Pa., No. 2:09-md-02034
Lightsey, et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA, et al.	Ct. of Com. Pleas., S.C., No. 2017-CP-25-335

Rabin v. HP Canada Co., et al.	Quebec Ct., Dist. of Montreal, No. 500-06-000813-168
McIntosh v. Takata Corporation, et al.; Vitoratos, et al. v. Takata Corporation, et al.; and Hall v. Takata Corporation, et al.	Ontario Sup Ct., No. CV-16-543833-00CP; Quebec Sup. Ct of Justice, No. 500-06-000723-144; & Court of Queen's Bench for Saskatchewan, No. QBG. 1284 or 2015
***Di Filippo v. The Bank of Nova Scotia, et al.* (Gold Market Instrument)**	Ontario Sup. Ct., No. CV-15-543005-00CP & No. CV-16-551067-00CP
Adlouni v. UCLA Health Systems Auxiliary, et al.	Sup. Ct. Cal., No. BC589243
Lloyd, et al. v. Navy Federal Credit Union	S.D. Cal., No. 17-cv-1280
Luib v. Henkel Consumer Goods Inc.	E.D.N.Y., No. 1:17-cv-03021
***Zaklit, et al. v. Nationstar Mortgage LLC, et al.* (TCPA)**	C.D. Cal., No. 5:15-cv-02190
In re: HP Printer Firmware Update Litigation	N.D. Cal., No. 5:16-cv-05820
In re: Dealer Management Systems Antitrust Litigation	N.D. Ill., MDL No. 2817, No. 18-cv-00864
Mosser v. TD Bank, N.A. and Mazzadra, et al. v. TD Bank, N.A.*, as part of *In re: Checking Account Overdraft	E.D. Pa., No. 2:10-cv-00731, S.D. Fla., No. 10-cv-21386 and S.D. Fla., No. 1:10-cv-21870, as part of S.D. Fla., MDL No. 2036
***Naiman v. Total Merchant Services, Inc., et al.* (TCPA)**	N.D. Cal., No. 4:17-cv-03806
In re: Valley Anesthesiology Consultants, Inc. Data Breach Litigation	Sup. Ct. Cal., No. CV2016-013446
***Parsons v. Kimpton Hotel & Restaurant Group, LLC* (Data Breach)**	N.D. Cal., No. 3:16-cv-05387
Stahl v. Bank of the West	Sup. Ct. Cal., No. BC673397
37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)	S.D.N.Y., No. 15-cv-9924
Tashica Fulton-Green, et al. v. Accolade, Inc.	E.D. Pa., No. 2:18-cv-00274
In re: Community Health Systems, Inc. Customer Data Security Breach Litigation	N.D. Ala., MDL No. 2595, No. 2:15-CV-222
Al's Pals Pet Card, LLC, et al. v. Woodforest National Bank, N.A., et al.	S.D. Tex., No. 4:17-cv-3852
Cowen v. Lenny & Larry's Inc.	N.D. Ill., No. 1:17-cv-01530
***Martin v. Trott* (MI - Foreclosure)**	E.D. Mich., No. 2:15-cv-12838
***Knapper v. Cox Communications, Inc.* (TCPA)**	D. Ariz., No. 2:17-cv-00913
***Dipuglia v. US Coachways, Inc.* (TCPA)**	S.D. Fla., No. 1:17-cv-23006
***Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN* (TCPA)**	N.D. Cal., No. 3:16-cv-05486
First Impressions Salon, Inc., et al. v. National Milk Producers Federation, et al.	S.D. Ill., No. 3:13-cv-00454
Raffin v. Medicredit, Inc., et al.	C.D. Cal., No. 15-cv-4912

***Gergetz v. Telenav, Inc.* (TCPA)**	N.D. Cal., No. 5:16-cv-04261
***Ajose, et al. v. Interline Brands Inc.* (Plumbing Fixtures)**	M.D. Tenn., No. 3:14-cv-01707
Underwood v. Kohl's Department Stores, Inc., et al.	E.D. Pa., No. 2:15-cv-00730
Surrett, et al. v. Western Culinary Institute, et al.	Ore. Cir., County of Multnomah, No. 0803-03530
***Vergara, et al., v. Uber Technologies, Inc.* (TCPA)**	N.D. Ill., No. 1:15-CV-06972
Watson v. Bank of America Corporation, et al.;* *Bancroft-Snell et al. v. Visa Canada Corporation, et al.;* *Bakopanos v. Visa Canada Corporation, et al.;* *Macaronies Hair Club and Laser Center Inc. operating as Fuze Salon v. BofA Canada Bank, et al.;* *Hello Baby Equipment Inc. v. BofA Canada Bank and others (Visa and Mastercard Canadian Interchange Fees)	Sup. Ct. of B.C., No. VLC-S-S-112003; Ontario Sup. Ct., No. CV-11-426591; Sup. Ct. of Quebec, No. 500-06-00549-101; Ct. of QB of Alberta, No. 1203-18531; Ct. of QB of Saskatchewan, No. 133 of 2013
***In re: Takata Airbag Products Liability Litigation* (OEMs – BMW, Mazda, Subaru, and Toyota)**	S.D. Fla., MDL No. 2599
***In re: Takata Airbag Products Liability Litigation* (OEMs – Honda and Nissan)**	S.D. Fla., MDL No. 2599
***In re: Takata Airbag Products Liability Litigation* (OEM – Ford)**	S.D. Fla., MDL No. 2599
***Poseidon Concepts Corp., et al.* (Canadian Securities Litigation)**	Ct. of QB of Alberta, No. 1301-04364
***Callaway v. Mercedes-Benz USA, LLC* (Seat Heaters)**	C.D. Cal., No. 8:14-cv-02011
Hale v. State Farm Mutual Automobile Insurance Company, et al.	S.D. Ill., No. 3:12-cv-0660
***Farrell v. Bank of America, N.A.* (Overdraft)**	S.D. Cal., No. 3:16-cv-00492
In re: Windsor Wood Clad Window Products Liability Litigation	E.D. Wis., MDL No. 2688, No. 16-MD-02688
Wallace, et al, v. Monier Lifetile LLC, et al.	Sup. Ct. Cal., No. SCV-16410
In re: Parking Heaters Antitrust Litigation	E.D.N.Y., No. 15-MC-0940
***Pantelyat, et al. v. Bank of America, N.A., et al.* (Overdraft / Uber)**	S.D.N.Y., No. 16-cv-08964
***Falco et al. v. Nissan North America, Inc., et al.* (Engine – CA & WA)**	C.D. Cal., No. 2:13-cv-00686
***Alaska Electrical Pension Fund, et al. v. Bank of America N.A., et al.* (ISDAfix Instruments)**	S.D.N.Y., No. 14-cv-7126
Larson v. John Hancock Life Insurance Company (U.S.A.)	Sup. Ct. Cal., No. RG16813803
Larey v. Allstate Property and Casualty Insurance Company	W.D. Kan., No. 4:14-cv-04008
Orlander v. Staples, Inc.	S.D.N.Y., No. 13-cv-0703
Masson v. Tallahassee Dodge Chrysler Jeep, LLC (TCPA)	S.D. Fla., No. 1:17-cv-22967
Gordon, et al. v. Amadeus IT Group, S.A., et al.	S.D.N.Y., No. 1:15-cv-05457
Alexander M. Rattner v. Tribe App., Inc., and* *Kenneth Horsley v. Tribe App., Inc.	S.D. Fla., Nos. 1:17-cv-21344 & 1:14-cv-2311

Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric, et al.	E.D. Pa., No. 2:14-cv-04464
Mahoney v. TT of Pine Ridge, Inc.	S.D. Fla., No. 9:17-cv-80029
***Ma, et al. v. Harmless Harvest Inc.* (Coconut Water)**	E.D.N.Y., No. 2:16-cv-07102
Reilly v. Chipotle Mexican Grill, Inc.	S.D. Fla., No. 1:15-cv-23425
The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority ("PREPA") (Bankruptcy)	D. Puerto Rico, No. 17-04780
In re: Syngenta Litigation	4th Jud. Dist. Minn., No. 27-CV-15-3785
T.A.N. v. PNI Digital Media, Inc.	S.D. Ga., No. 2:16-cv-132
Lewis v. Flue-Cured Tobacco Cooperative Stabilization Corporation (n/k/a United States Tobacco Cooperative, Inc.)	N.C. Gen. Ct of Justice, Sup. Ct. Div., No. 05 CVS 188, No. 05 CVS 1938
McKnight, et al. v. Uber Technologies, Inc., et al.	N.D. Cal., No. 14-cv-05615
***Gottlieb v. Citgo Petroleum Corporation* (TCPA)**	S.D. Fla., No. 9:16-cv-81911
***Farnham v. Caribou Coffee Company, Inc.* (TCPA)**	W.D. Wis., No. 16-cv-00295
***Jacobs, et al. v. Huntington Bancshares Inc., et al.* (FirstMerit Overdraft Fees)**	Ohio C.P., No. 11CV000090
***Morton v. Greenbank* (Overdraft Fees)**	20th Jud. Dist. Tenn., No. 11-135-IV
***Ratzlaff, et al. v. BOKF, NA d/b/a Bank of Oklahoma, et al.* (Overdraft Fees)**	Dist. Ct. Okla., No. CJ-2015-00859
***Klug v. Watts Regulator Company* (Product Liability)**	D. Neb., No. 8:15-cv-00061
***Bias v. Wells Fargo & Company, et al.* (Broker's Price Opinions)**	N.D. Cal., No. 4:12-cv-00664
***Greater Chautauqua Federal Credit Union v. Kmart Corp., et al.* (Data Breach)**	N.D. Ill., No. 1:15-cv-02228
***Hawkins v. First Tennessee Bank, N.A., et al.* (Overdraft Fees)**	13th Jud. Cir. Tenn., No. CT-004085-11
***In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation* (Bosch Settlement)**	N.D. Cal., MDL No. 2672
In re: HSBC Bank USA, N.A.	Sup. Ct. N.Y., No. 650562/11
***Glaske v. Independent Bank Corporation* (Overdraft Fees)**	Cir. Ct. Mich., No. 13-009983
MSPA Claims 1, LLC v. IDS Property Casualty Insurance Company	11th Jud. Cir. Fla, No. 15-27940-CA-21
In re: Lithium Ion Batteries Antitrust Litigation	N.D. Cal., MDL No. 2420, No. 4:13-MD-02420
Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.	S.D. Fla., No. 14-cv-23120
Small v. BOKF, N.A.	D. Colo., No. 13-cv-01125
***Forgione v. Webster Bank N.A.* (Overdraft Fees)**	Sup. Ct. Conn., No. X10-UWY-CV-12-6015956-S

Swift v. BancorpSouth Bank*, as part of *In re: Checking Account Overdraft	N.D. Fla., No. 1:10-cv-00090, as part of S.D. Fla, MDL No. 2036
Whitton v. Deffenbaugh Industries, Inc., et al. ***Gary, LLC v. Deffenbaugh Industries, Inc., et al.***	D. Kan., No. 2:12-cv-02247 D. Kan., No. 2:13-cv-02634
In re: Citrus Canker Litigation	11th Jud. Cir., Fla., No. 03-8255 CA 13
In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation	D.N.J., MDL No. 2540
In re: Shop-Vac Marketing and Sales Practices Litigation	M.D. Pa., MDL No. 2380
Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.	27th Jud. D. Ct. La., No. 12-C-1599
Opelousas General Hospital Authority v. PPO Plus, L.L.C., et al.	27th Jud. D. Ct. La., No. 13-C-5380
Russell Minoru Ono v. Head Racquet Sports USA	C.D. Cal., No. 2:13-cv-04222
Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.	27th Jud. D. Ct. La., No. 13-C-3212
Gattinella v. Michael Kors (USA), Inc., et al.	S.D.N.Y., No. 14-civ-5731
***In re: Energy Future Holdings Corp., et al.* (Asbestos Claims Bar Notice)**	Bankr. D. Del., No. 14-10979
Dorothy Williams d/b/a Dot's Restaurant v. Waste Away Group, Inc.	Cir. Ct., Lawrence Cnty, Ala., No. 42-cv-2012- 900001.00
Kota of Sarasota, Inc. v. Waste Management Inc. of Florida	12th Jud. Cir. Ct., Sarasota Cnty, Fla., No. 2011-CA-008020NC
Steen v. Capital One, N.A.*, as part of *In re: Checking Account Overdraft	E.D. La., No. 2:10-cv-01505 and 1:10-cv-22058, as part of S.D. Fla., MDL No. 2036
Childs, et al. v. Synovus Bank, et al.*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
***In re: MI Windows and Doors Inc. Products Liability Litigation* (Building Products)**	D.S.C., MDL No. 2333
Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Scharfstein v. BP West Coast Products, LLC	Ore. Cir., County of Multnomah, No. 1112-17046
Adkins, et al. v. Nestlé Purina PetCare Company, et al.	N.D. Ill., No. 1:12-cv-02871
Smith v. City of New Orleans	Civil D. Ct., Parish of Orleans, La., No. 2005-05453
***Hawthorne v. Umpqua Bank* (Overdraft Fees)**	N.D. Cal., No. 11-cv-06700
Gulbankian, et al. v. MW Manufacturers, Inc.	D. Mass., No. 1:10-cv-10392
***Costello v. NBT Bank* (Overdraft Fees)**	Sup. Ct. Del Cnty., N.Y., No. 2011-1037
In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)	E.D.N.Y., MDL No. 2221, No. 11-MD-2221

Wong, et al. v. Alacer Corp. **(Emergen-C)**	Sup. Ct. Cal., No. CGC-12-519221
Mello et al. v. Susquehanna Bank**, as part of** ***In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
In re: Plasma-Derivative Protein Therapies Antitrust Litigation	N.D. Ill., No. 09-CV-7666
Simpson v. Citizens Bank **(Overdraft Fees)**	E.D. Mich., No. 2:12-cv-10267
George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC, et al. v. Bestcomp, Inc., et al.	27th Jud. D. Ct. La., No. 09-C-5242-B
Simmons v. Comerica Bank, N.A.**, as part of** ***In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
McGann, et al., v. Schnuck Markets, Inc. **(Data Breach)**	Mo. Cir. Ct., No. 1322-CC00800
Rose v. Bank of America Corporation, et al. **(TCPA)**	N.D. Cal., Nos. 5:11-cv-02390 & 5:12-cv-0400
Johnson v. Community Bank, N.A., et al. **(Overdraft Fees)**	M.D. Pa., No. 3:12-cv-01405
National Trucking Financial Reclamation Services, LLC, et al. v. Pilot Corporation, et al.	E.D. Ark., No. 4:13-cv-00250
Price v. BP Products North America	N.D. Ill., No. 12-cv-06799
Yarger v. ING Bank	D. Del., No. 11-154-LPS
Glube, et al. v. Pella Corporation, et al. **(Building Products)**	Ont. Super. Ct., No. CV-11-4322294-00CP
Fontaine v. Attorney General of Canada **(Mistassini Hostels Residential Schools)**	Qué. Super. Ct., No. 500-06-000293-056 & No. 550-06-000021-056
Miner v. Philip Morris Companies, Inc., et al. **(Light Cigarettes)**	Ark. Cir. Ct., No. 60CV03-4661
Williams v. SIF Consultants of Louisiana, Inc., et al.	27th Jud. D. Ct. La., No. 09-C-5244-C
Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.	27th Jud. D. Ct. La., No. 12-C-1599-C
Evans, et al. v. TIN, Inc., et al. **(Environmental)**	E.D. La., No. 2:11-cv-02067
Anderson v. Compass Bank**, as part of** ***In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
Casayuran v. PNC Bank**, as part of** ***In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
Eno v. M & I Marshall & Ilsley Bank **as part of** ***In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
Blahut v. Harris, N.A.**, as part of** ***In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
In re: Zurn Pex Plumbing Products Liability Litigation	D. Minn., MDL No. 1958, No. 08-md-1958
Saltzman v. Pella Corporation **(Building Products)**	N.D. Ill., No. 06-cv-4481
In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation **(Mastercard & Visa)**	E.D.N.Y., MDL No. 1720, No. 05-MD-1720
RBS v. Citizens Financial Group, Inc.**, as part of** ***In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036

Gessele, et al. v. Jack in the Box, Inc.	D. Ore., No. 3:10-cv-960
Vodanovich v. Boh Brothers Construction **(Hurricane Katrina Levee Breaches)**	E.D. La., No. 05-cv-4191
In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 **(Medical Benefits Settlement)**	E.D. La., MDL No. 2179
In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 **(Economic & Property Damages Settlement)**	E.D. La., MDL No. 2179
Marolda v. Symantec Corporation **(Software Upgrades)**	N.D. Cal., No. 3:08-cv-05701
Opelousas General Hospital Authority v. FairPay Solutions	27th Jud. D. Ct. La., No. 12-C-1599-C
Fontaine v. Attorney General of Canada **(Stirland Lake and Cristal Lake Residential Schools)**	Ont. Super. Ct., No. 00-CV-192059 CP
Nelson v. Rabobank, N.A. **(Overdraft Fees)**	Sup. Ct. Cal., No. RIC 1101391
Case v. Bank of Oklahoma**, as part of *****In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
Harris v. Associated Bank**, as part of *****In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
Wolfgeher v. Commerce Bank**, as part of *****In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
McKinley v. Great Western Bank**, as part of *****In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
Lawson v. BancorpSouth **(Overdraft Fees)**	W.D. Ark., No. 1:12cv1016
LaCour v. Whitney Bank **(Overdraft Fees)**	M.D. Fla., No. 8:11cv1896
Sachar v. Iberiabank Corporation**, as part of *****In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036
Williams v. S.I.F. Consultants **(CorVel Corporation)**	27th Jud. D. Ct. La., No. 09-C-5244-C
Gwiazdowski v. County of Chester **(Prisoner Strip Search)**	E.D. Pa., No. 2:08cv4463
Williams v. Hammerman & Gainer, Inc. **(SIF Consultants)**	27th Jud. D. Ct. La., No. 11-C-3187-B
Williams v. Hammerman & Gainer, Inc. **(Risk Management)**	27th Jud. D. Ct. La., No. 11-C-3187-B
Williams v. Hammerman & Gainer, Inc. **(Hammerman)**	27th Jud. D. Ct. La., No. 11-C-3187-B
Gunderson v. F.A. Richard & Assocs., Inc. **(First Health)**	14th Jud. D. Ct. La., No. 2004-002417
Delandro v. County of Allegheny **(Prisoner Strip Search)**	W.D. Pa., No. 2:06-cv-00927
Mathena v. Webster Bank, N.A.**, as part of *****In re: Checking Account Overdraft***	D. Conn, No. 3:10-cv-01448, as part of S.D. Fla., MDL No. 2036
Vereen v. Lowe's Home Centers **(Defective Drywall)**	Ga. Super. Ct., No. SU10-CV-2267B
Trombley v. National City Bank**, as part of *****In re: Checking Account Overdraft***	D.D.C., No. 1:10-CV-00232, as part of S.D. Fla., MDL No. 2036

***Schulte v. Fifth Third Bank* (Overdraft Fees)**	N.D. Ill., No. 1:09-cv-06655
***Satterfield v. Simon & Schuster, Inc.* (Text Messaging)**	N.D. Cal., No. 06-CV-2893
In re: Heartland Data Payment System Inc. Customer Data Security Breach Litigation	S.D. Tex., MDL No. 2046
***Coyle v. Hornell Brewing Co.* (Arizona Iced Tea)**	D.N.J., No. 08-CV-2797
Holk v. Snapple Beverage Corporation	D.N.J., No. 3:07-CV-03018
Weiner v. Snapple Beverage Corporation	S.D.N.Y., No. 07-CV-08742
***Gunderson v. F.A. Richard & Assocs., Inc.* (Cambridge)**	14th Jud. D. Ct. La., No. 2004-002417
***Miller v. Basic Research, LLC* (Weight-loss Supplement)**	D. Utah, No. 2:07-cv-00871
In re: Countrywide Customer Data Breach Litigation	W.D. Ky., MDL No. 1998
***Boone v. City of Philadelphia* (Prisoner Strip Search)**	E.D. Pa., No. 05-CV-1851
***Little v. Kia Motors America, Inc.* (Braking Systems)**	N.J. Super. Ct., No. UNN-L-0800-01
Opelousas Trust Authority v. Summit Consulting	27th Jud. D. Ct. La., No. 07-C-3737-B
***Steele v. Pergo* (Flooring Products)**	D. Ore., No. 07-CV-01493
***Pavlov v. Continental Casualty Co.* (Long Term Care Insurance)**	N.D. Ohio, No. 5:07-cv-2580
***Dolen v. ABN AMRO Bank N.V.* (Callable CD's)**	Ill. Cir. Ct., Nos. 01-L-454 & 01-L-493
In re: Department of Veterans Affairs (VA) Data Theft Litigation	D.D.C., MDL No. 1796
In re: Katrina Canal Breaches Consolidated Litigation	E.D. La., No. 05-4182

Hilsoft-cv-146

TAB 2-I

This is Exhibit "I" referred to in the Affidavit

of Serge Kalloghlian, sworn before me this

day of December 6th, 2021

A Commissioner, etc

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In Re: CANNTRUST HOLDINGS INC. SECURITIES LITIGATION	No. 1:19-cv-06396-JPO Judge J. Paul Oetken

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS, APPROVING FORM AND MANNER OF NOTICE, AND SETTING DATE FOR HEARING ON FINAL APPROVAL OF SETTLEMENTS

WHEREAS:

A. On March 31, 2020, defendant CannTrust Holdings Inc. ("**CannTrust**"), and certain other related entities, commenced insolvency proceedings under the Companies' Creditors Arrangement Act (Canada) (the "**CCAA**") in the Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**").

B. On April 16, 2021, defendant CannTrust, and certain other related entities, filed a plan of compromise, arrangement and reorganization pursuant to the CCAA in order to, among other things, provide a global resolution of multiple putative securities class actions and other litigation that were commenced against defendant CannTrust, the other defendants named in the above-captioned litigation (the "**U.S. Class Action**") and others, in several provinces in Canada and at the federal and state level in the United States (the "**Actions**") and address other claims and contingent claims against the CannTrust entities.

C. On January 19, 2021, defendant CannTrust, and others,[1] reached a Restructuring Support Agreement, as amended and restated from time to time (the "**RSA**") with the representative plaintiffs in a class action pending in Ontario (the "**Ontario Class Action**") and Lead Plaintiffs Granite Point Master Fund, LP and Granite Point Capital Scorpion Focused Ideas Fund ("**Lead Plaintiffs,**" "**U.S. Class Action Lead Plaintiffs**," or "**Granite Point**") in the U.S. Class Action, through their counsel, regarding a framework for the settlement of all securities claims against defendant CannTrust, and others, and various related claims.

D. After entering into the RSA, additional settlements were reached with the following defendants in the U.S. Class Action, and related non-parties: (i) defendant Eric Paul and the Paul Family Trust (the "**Paul Settling Parties Settlement**"); (ii) defendant Canaccord Genuity LLC, Canaccord Genuity Corp., defendant Citigroup Global Markets Inc., Citigroup Global Markets Canada Inc., Credit Suisse Securities (Canada) Inc., defendant Credit Suisse Securities (USA) LLC, Jefferies Securities, Inc, defendant Jefferies LLC, Merrill Lynch Canada Inc., defendant Merrill Lynch, Pierce, Fenner & Smith Incorporated, and defendant RBC Dominion Securities Inc. (the "**Underwriters Settlement**"); (iii) defendant Mark Ian Litwin, Fred Litwin, Stan Abramowitz, defendant Cannamed Financial Corp., Forum Financial Corporation, Mar-Risa Holdings Inc., York Capital Funding Inc., and Sutton Management Limited (the "**Litwin Group Settlement**"); (iv) defendant Ian Abramowitz ("**Abramowitz Settlement**"); (v) defendant Peter Aceto ("**Aceto Settlement**"); and (v) Kenneth Brady Green ("**Green Settlement**").[2] Lead

[1] Specifically, CannTrust Inc., CTI Holdings (Osoyoos) Inc., Elmcliffe Investments Inc., defendant Mark Dawber, defendant Greg Guyatt, defendant John Kaden, defendant Robert Marcovitch, defendant Shawna Page, Illana Platt, defendant Mitchell Sanders and defendant Cajun Capital Corporation.

[2] Defendants CannTrust; Cannamed Financial Corp.; Cajun Capital Corporation; Mark Dawber; Greg Guyatt; John Kaden; Robert Marcovitch; Shawna Page; Mitchell Sanders; Eric Paul; Mark Ian Litwin; Ian Abramowitz; Peter Aceto; Canaccord Genuity LLC; Citigroup

Plaintiffs also entered into a settlement with opt-out plaintiff Zola Finance Holdings Ltd. and Igor Gimelshtein (the "**Zola Plaintiffs Settlement**"), who had commenced a separate action against CannTrust in Canada and elected not to be represented by the class representatives. The RSA, Paul Settling Parties Settlement, Underwriters Settlement, Litwin Group Settlement, Abramowitz Settlement, Aceto Settlement, Green Settlement and Zola Plaintiffs Settlement shall be referred to as the "**Settlements**."

E. On July 16, 2021, the Canadian Court entered a sanction order pursuant to which it approved and sanctioned the fourth amended and restated plan of compromise, arrangement and reorganization of CannTrust Holdings Inc., CannTrust Inc. and Elmcliffe Investments Inc. (as may be further amended from time to time in accordance with its terms, the "**CCAA Plan**") pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 as amended (the "**CCAA Sanction Order**").

F. The CCAA Plan that is the subject of the CCAA Sanction Order embodies, among other things, the partial settlement of the U.S. Class Action and the Actions.

G. The Settlements, to the extent they related to the U.S. Class Action, also are subject to review under Rule 23 of the Federal Rules of Civil Procedure and they, collectively, set forth the terms and conditions of the proposed partial settlement of the U.S. Class Action and the claims alleged in the Consolidated Class Action Complaint (the "**Complaint**"), filed on June 26, 2020.

Global Markets Inc.; Credit Suisse Securities (USA) LLC; Jefferies LLC; Merrill Lynch, Pierce, Fenner & Smith Incorporated; and RBC Dominion Securities Inc. are collectively the "**Settling Defendants**," for purposes of this Judgment and the U.S. Class Action. U.S. Class Action Lead Plaintiffs and the Settling Defendants are collectively the "**Settling Parties,**" for purposes of this Judgment and the U.S. Class Action.

H. The Court has reviewed and considered the agreements embodying the terms of the Settlements (including the CCAA Sanction Order and the CCAA Plan) (collectively, the "**Settlement Agreements**").

I. All capitalized terms used in this order that are not otherwise defined herein have the meanings defined in the CCAA Sanction Order or, if not therein defined, as defined in the CCAA Plan.

NOW, THEREFORE, IT IS HEREBY ORDERED, this 2nd date of September, 2021, that:

1. The Court has reviewed the Settlement Agreements and preliminarily finds, pursuant to Federal Rule of Civil Procedure 23(e)(1), that the Court will likely be able to approve the proposed Settlements, to the extent they relate to the U.S. Class Action, as fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e)(2), subject to further consideration at the Settlement Hearing described below.

2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court preliminarily certifies, solely for purposes of the Settlements in relation to the U.S. Class Action, the U.S. Settlement Class of: (i) all persons and entities who or which purchased the publicly traded common stock of CannTrust on the New York Stock Exchange or on any U.S. based trading platform during the period from June 1, 2018 through March 31, 2020, inclusive, (the "**Claim Period**"); and/or (ii) all persons and entities who or which purchased or otherwise acquired CannTrust common stock pursuant or traceable to the Offering Materials (as defined in the Complaint) issued in connection with the secondary public offering, completed on or about May 6, 2019, (collectively, the "**U.S. Settlement Class**" or "**U.S. Securities Claimants**"). Excluded from the U.S. Settlement Class are: (i) CannTrust, Cannamed Financial Corp, Cajun

Capital Corporation, KMPG LLP, Merrill Lynch, Pierce, Fenner & Smith Inc., Merrill Lynch Canada Inc., Citigroup Global Markets Inc., Citigroup Global Markets Canada Inc., Credit Suisse Securities (USA) LLC, Credit Suisse Securities (Canada) Inc., RBC Dominion Securities Inc., Jefferies LLC, Jefferies Securities Inc., Canaccord Genuity LLC, Canaccord Genuity Corp., Paul Family Trust, Mar-Risa Holdings Inc., York Capital Funding Inc., Sutton Management Limited (the "**Corporate Defendants**"); (ii) Eric Paul, Peter Aceto, Greg Guyatt, Ian Abramowitz, Mark Dawber, John Kaden, Mark Ian Litwin, Fred Litwin, Robert Marcovitch, Mitchell J. Sanders, Stan Abramowitz, Brad Rogers, Michael Ravensdale, Shawna Page, Ilana Platt, Graham Lee, Kenneth Brady Green, Andrew Kirk, Norman Paul ("**Individual Defendants**"), any member of an Individual Defendant's immediate family, and any company under the control of an Individual Defendant; and (iii) the past and present subsidiaries, affiliates, officers, directors, senior employees, legal representatives, heirs, predecessors, successors and assigns of any such excluded person, *provided, however*, for the avoidance of doubt, that any "Investment Vehicle" shall not be excluded from the U.S. Settlement Class. Investment Vehicle means any investment company or pooled investment fund, including but not limited to, mutual fund families, exchange traded funds, fund of funds, and hedge funds, in which Defendants, or any of them, have, has, or may have a direct or indirect interest, or as to which their affiliates may act as an investment advisor, but in which any Defendant alone or together with its, his or her respective affiliates is not a majority owner or does not hold a majority beneficial interest. Also excluded from the U.S. Settlement Class are those persons and entities who or which timely and validly seek exclusion from the U.S. Settlement Class in accordance with the requirements set forth below and in the Notice.

3. The Court finds and preliminarily concludes that the prerequisites of class action certification under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedures have been satisfied for the U.S. Settlement Class defined herein and for the purposes of the Settlements only, in that:

(a) the members of the U.S. Settlement Class are so numerous that joinder of all U.S. Settlement Class Members is impracticable;

(b) there are questions of law and fact common to the U.S. Settlement Class Members;

(c) the claims of Lead Plaintiffs are typical of the U.S. Settlement Class's claims;

(d) Lead Plaintiffs and Labaton Sucharow LLP ("**U.S. Class Action Counsel**") have fairly and adequately represented and protected the interests of the U.S. Settlement Class;

(e) the questions of law and fact common to U.S. Settlement Class Members predominate over any individual questions; and

(f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering that the claims of U.S. Settlement Class Members in the U.S. Class Action are substantially similar and would, if tried, involve substantially identical proofs and may therefore be efficiently litigated and resolved on an aggregate basis as a class action; the amounts of the claims of many of the U.S. Settlement Class Members are too small to justify the expense of individual actions; and it does not appear that there is significant interest among U.S. Settlement Class Members in individually controlling the litigation of their claims.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and solely for purposes of the Settlements in relation to the U.S. Class Action, Lead Plaintiffs Granite Point Master Fund, LP and Granite Point Capital Scorpion Focused Ideas Fund are preliminarily certified as Class Representatives for the U.S. Settlement Class. The law firm of Labaton Sucharow LLP is preliminarily appointed Class Counsel for the U.S. Settlement Class.

5. A hearing (the "**Settlement Hearing**") pursuant to Rule 23(e) of the Federal Rules of Civil Procedure is hereby scheduled to be held by telephone on **Thursday, December 2, 2021, at 12:30 p.m. New York time**. Interested parties shall dial (888) 557-8511 and enter access code 9300838 at the scheduled time. The telephonic Settlement Hearing will be held for the following purposes:

(a) to determine whether the proposed Settlements in relation to the U.S. Class Action are fair, reasonable and adequate, and should be approved by the Court;

(b) to determine whether the proposed U.S. Final Order and Judgment ("**U.S. Judgment**" or "**U.S. Approval Order**") as provided for under the Settlements should be entered, and to determine whether the release by the U.S. Settlement Class of the Released Securities-Related Claims (as defined in the CCAA Plan) pursuant to the proposed U.S. Approval Order, as contemplated in the Settlements, should be provided to the Released Parties;

(c) to determine, solely for purposes of the Settlements in relation to the U.S. Class Action, whether the U.S. Settlement Class should be finally certified; whether Lead Plaintiffs should be finally certified as Class Representatives for the U.S. Settlement Class; and whether the law firm of Labaton Sucharow LLP should be finally appointed as Class Counsel for the U.S. Settlement Class;

(d) to determine whether, for purposes of the U.S. Class Action, the proposed plan of allocation for the proceeds of the Settlements (the "**Allocation and Distribution Scheme**") is fair and reasonable and should be approved by the Court; and

(e) to rule upon such other matters as the Court may deem appropriate.

6. The Court reserves the right to approve the Settlements in relation to the U.S. Class Action with or without modification and with or without further notice to the U.S. Settlement Class of any kind. The Court further reserves the right to enter the U.S. Judgment approving the Settlements in relation to the U.S. Class Action regardless of whether it has approved the Allocation and Distribution Scheme. The Court may also adjourn the Settlement Hearing, decide to hold the hearing remotely, or modify any of the dates herein without further individual notice to members of the U.S. Settlement Class. Any such changes shall be posted on the website of the Claims Administrator.

7. The Court approves the form, substance and requirements of the Notice of Pendency of U.S. Class Action and Proposed Settlements (the "**Notice**") and the Proof of Claim and Release form ("**Claim Form**"), substantially in the forms annexed hereto as Exhibits 1 and 2, respectively, and finds they: (a) constitute the best notice to U.S. Settlement Class Members practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to describe the terms and effect of the Settlements and to apprise U.S. Settlement Class Members of their right to object to the proposed Settlements or to exclude themselves from the U.S. Settlement Class for purposes of the U.S. Class Action; (c) are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive such notice; and (d) satisfy all applicable requirements of the Federal Rules of Civil Procedure (including Rules 23(c)–(e)), the Due Process Clause of the United States Constitution, Section 21D(a)(7) of the Securities Exchange Act of

1934, 15 U.S.C. § 78u-4(a)(7), Section 27 of the Securities Act of 1933, 15 U.S.C. §77z-1(a)(7), both as amended by the Private Securities Litigation Reform Act of 1995 ("**PSLRA**")), and the Rules of this Court.

8. The Court approves the retention of Epiq Class Action & Claims Solutions, Inc. as the Claims Administrator. The Claims Administrator shall cause the Notice and the Claim Form, substantially in the forms annexed hereto, to be mailed, by first-class mail, postage prepaid, on or before ten (10) business days after entry of this Preliminary Approval Order ("**Notice Date**"), to all U.S. Settlement Class Members who can be identified with reasonable effort. CannTrust, to the extent it has not already done so, shall use its best efforts to obtain and provide to Labaton Sucharow, or the Claims Administrator, at no cost to Labaton Sucharow or the Claims Administrator, as soon as practicable after entry of this Preliminary Approval Order, records from CannTrust's transfer agent in electronic searchable form, showing the names and addresses of registered shareholders who or which purchased or otherwise acquired the publicly traded common stock of CannTrust during the Claim Period.

9. The Claims Administrator shall use reasonable efforts to give notice to nominee purchasers such as brokerage firms and other persons and entities that purchased or otherwise acquired CannTrust publicly traded common stock during the Claim Period as record owners but not as beneficial owners. Such nominees SHALL EITHER: (a) WITHIN TEN (10) CALENDAR DAYS of receipt of the Notice, provide a list of the names and addresses of all such beneficial owners to the Claims Administrator and the Claims Administrator is ordered to send the Notice promptly to such identified beneficial owners; or (b) WITHIN TEN (10) CALENDAR DAYS of receipt of the Notice, request from the Claims Administrator sufficient copies of the Notice to forward to all such beneficial owners and WITHIN TEN (10) CALENDAR DAYS of receipt of

those Notices from the Claims Administrator forward them to all such beneficial owners. Nominees shall also provide email addresses for all such beneficial owners to the Claims Administrator, to the extent they are available. Nominees who elect to send the Notice to their beneficial owners SHALL ALSO send a statement to the Claims Administrator confirming that the mailing was made and shall retain their mailing records for use in connection with any further notices that may be provided in U.S. Class Action. Upon FULL AND TIMELY compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought.

10. U.S. Class Action Counsel shall, at or before the Settlement Hearing, file with the Court proof of mailing of the Notice and Claim Form.

11. The Court approves the form of the Summary Notice of Pendency of U.S. Class Action and Proposed Settlements ("**Summary Notice**") substantially in the form annexed hereto as Exhibit 3, and directs that U.S. Class Action Counsel shall cause the Summary Notice to be published in *The Wall Street Journal* and be transmitted over *PR Newswire* within fourteen (14) calendar days of the Notice Date. U.S. Class Action Counsel shall, at or before the Settlement Hearing, file with the Court proof of publication of the Summary Notice.

12. The form and content of the notice program described herein, and the methods set forth herein of notifying the U.S. Settlement Class of the Settlements in relation to the U.S. Class Action and their terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7), Section 27 of the Securities Act of 1933, 15 U.S.C. §77z-1(a)(7), both as amended by the

PSLRA, and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

13. In order to be eligible to receive a distribution from the Class Compensation Fund (as defined in the Allocation and Distribution Scheme), in the event the Settlements are effected in accordance with the terms and conditions set forth in the Settlement Agreements, each U.S. Securities Claimant shall take the following actions and be subject to the following conditions, consistent with the CCAA Plan:

(a) A properly executed Claim Form, substantially in the form annexed hereto as Exhibit 2, must be submitted to the Claims Administrator, as indicated in the Notice, postmarked or submitted electronically no later than 180 calendar days after the Notice Date. Such deadline may be further extended by the Claims Administrator in its discretion, but only if doing so will not materially delay the distribution of the Class Compensation Fund. Each Claim Form shall be deemed to have been submitted when postmarked (if properly addressed and mailed by first-class or overnight mail, postage prepaid). Any Claim Form submitted in any other manner shall be deemed to have been submitted when it is actually received by the Claims Administrator.

(b) The Claim Form submitted by each claimant must satisfy the following conditions, unless otherwise allowed in the discretion of the Claims Administrator: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein; (iii) if the person executing the Claim Form is acting in a representative capacity, a certification of her current authority to act on behalf of the claimant must be included in the Claim Form; and (iv) the Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed.

14. Any U.S. Settlement Class Member may enter an appearance in this U.S. Class Action, individually or through counsel of his, her or its own choice, at his, her or its own expense. If any U.S. Settlement Class Member does not enter an appearance, he, she or it will be represented by U.S. Class Action Counsel.

15. U.S. Settlement Class Members shall be bound by all orders, determinations, and judgments in this U.S. Class Action concerning the Settlements, whether favorable or unfavorable, unless such persons and entities request exclusion from the U.S. Settlement Class in a timely and proper manner, as hereinafter provided. A putative U.S. Settlement Class Member wishing to make such an exclusion request shall mail the request in written form by first-class mail to the address designated in the Notice for such exclusions, such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing. Such request for exclusion must state the name, address, e-mail, and telephone number of the person or entity seeking exclusion, must state that the sender requests to be "excluded from the U.S. Settlement Class in *In re CannTrust Holdings Inc. Sec. Litig.,*, No. 1:19-cv-06396-JPO (S.D.N.Y.)" and must be signed by such person or entity. Such persons or entities requesting exclusion are also directed to provide the information requested in the Notice, including, but not limited to: the date(s), price(s), and number(s) of shares of all purchases, acquisitions, and sales of CannTrust publicly traded common stock during the Claim Period, and documentation of the same. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

16. U.S. Settlement Class Members shall be informed that the Settlement Parties (as defined in the CCAA Plan) believe that the CCAA Sanction Order will operate to bar any claims by the U.S. Settlement Class Members against the Settlement Parties regardless of whether they request exclusion from the U.S. Settlement Class.

17. Any U.S. Settlement Class Member who does not request exclusion from the U.S. Settlement Class may object to the proposed Settlements and the proposed Allocation and Distribution Scheme in relation to the U.S. Class Action. Any objections must (a) state the name, address, telephone number, and e-mail address of the objector and must be signed by the objector; (b) that the objector is objecting to the proposed Settlements and/or Allocation and Distribution Scheme in *In re CannTrust Holdings Inc. Sec. Litig..,* No. 1:19-cv-06396-JPO (S.D.N.Y.); (c) the objection(s) and the specific reasons for each objection, including whether it applies only to the objector, to a specific subset of the U.S. Settlement Class, or to the entire U.S. Settlement Class, and any legal and evidentiary support, and witnesses, the U.S. Settlement Class Member wishes to bring to the Court's attention; and (d) include documents sufficient to prove the objector's membership in the U.S. Settlement Class, such as the number of shares of publicly traded common stock of CannTrust purchased, acquired, and sold during the Claim Period, as well as the dates and prices of each such purchase, acquisition, and sale. The Court will consider any U.S. Settlement Class Member's objection only if such U.S. Settlement Class Member has served by hand or by mail his, her or its written objection and supporting papers, such that they are received on or before twenty-one (21) calendar days before the Settlement Hearing, upon U.S. Class Action Counsel Representative: James W. Johnson, Labaton Sucharow LLP, 140 Broadway, New York, NY 10005; and Defendants' Counsel Representative: Susan L. Saltzstein, Esq., Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, NY 10001; and has filed, either

by mail or in person, said objections and supporting papers with the Clerk of the Court, United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007. Any U.S. Settlement Class Member who does not make his, her, or its objection in the manner provided for in the Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to any aspect of the Settlements or to the Allocation and Distribution Scheme, unless otherwise ordered by the Court, but shall otherwise be bound by the U.S. Judgment to be entered and the releases to be given. Attendance at the Settlement Hearing is not necessary, however, persons wishing to be heard orally are required to indicate in their written objection their intention to appear at the hearing. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing.

18. U.S. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

19. Until otherwise ordered by the Court, the Court stays all proceedings in U.S. Class Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlements. Pending final determination of whether the Settlements should be approved in relation to the U.S. Class Action, Lead Plaintiffs, all U.S. Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence or prosecute any action which asserts Released Securities-Related Claims against the Released Parties, provided, however, that the parties shall take all steps necessary to effectuate the dismissal of the California Action.

20. U.S. Class Action Counsel may pay the Claims Administrator its reasonable fees and costs associated with giving notice to the U.S. Settlement Class, the review of claims, and the administration of the Settlements out of the Class Compensation Fund without further approval from the Settlement Parties and without further order of the Court.

21. All papers in support of the Settlements and the Allocation and Distribution Scheme shall be filed with the Court and served on or before thirty-five (35) calendar days prior to the date set herein for the Settlement Hearing. If reply papers are necessary, they are to be filed with the Court and served no later than seven (7) calendar days prior to the Settlement Hearing.

22. Neither the Settling Defendants nor their counsel shall have any responsibility for the Allocation and Distribution Scheme, which shall be considered separately from the fairness, reasonableness, and adequacy of the Settlements.

23. If the Settlements fail to become effective as provided in the Settlement Agreements or are terminated, then this Preliminary Approval Order shall be null and void, of no further force or effect, and without prejudice to any Settling Party, and may not be introduced as evidence or used in any actions or proceedings by any person or entity against the Settling Parties, and the Settling Parties shall be deemed to have reverted to their respective litigation positions in the U.S. Class Action as of January 19, 2021 (subject to the effect (if any) of the CCAA Plan and any orders issued by the Canadian Court, as applicable).

24. Neither this Order, the Settlement Agreements (whether or not finally approved or consummated), nor their negotiation, or any proceedings taken pursuant to them: (a) shall be offered against any of the Released Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Parties with respect to the truth of any fact alleged by U.S. Class Action Lead Plaintiffs and the U.S.

Settlement Class, or the validity of any claim that was or could have been asserted, or the deficiency of any defense that has been or could have been asserted in this U.S. Class Action or in any litigation, or of any liability, negligence, fault, or other wrongdoing of any kind by any of the Released Parties; (b) shall be offered against any of the Released Parties as evidence of, or construed as, or deemed to be evidence of, any presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing of any kind or in any way referred to for any other reason as against any of the Released Parties in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Settlements; provided, however, that if the Settlements are approved by the Court, the Released Parties and their respective counsel may refer to them to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlements; (c) shall be construed against any of the Released Parties as an admission, concession, or presumption that the consideration to be given represents the amount which could be or would have been recovered after trial; and (d) shall be construed against the U.S. Class Action Lead Plaintiffs and the U.S. Settlement Class that any of their claims are without merit, that any of Released Parties had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Class Settlement Amount.

25. The Court retains exclusive jurisdiction over U.S. Class Action to consider all further matters arising out of or connected with the Settlements in relation to the U.S. Class Action.

DATED this 2nd day of September, 2021

BY THE COURT:

J. PAUL OETKEN
United States District Judge

TAB 2-J

This is Exhibit "J" referred to in the Affidavit

of Serge Kalloghlian, sworn before me this

day of December 6th, 2021

A Commissioner, etc

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In Re: CANNTRUST HOLDINGS INC. SECURITIES LITIGATION	No. 1:19-cv-06396-JPO Judge J. Paul Oetken

U.S. FINAL JUDGMENT AS TO
SETTLING DEFENDANTS

WHEREAS:

A. On March 31, 2020, defendant CannTrust Holdings Inc. ("**CannTrust**"), and certain other related entities, commenced insolvency proceedings under the Companies' Creditors Arrangement Act (Canada) (the "**CCAA**") in the Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**").

B. On April 16, 2021, defendant CannTrust, and certain other related entities, filed a plan of compromise, arrangement and reorganization pursuant to the CCAA in order to, among other things, provide a global resolution of multiple putative securities class actions and other litigation that were commenced against defendant CannTrust, the other defendants named in the above-captioned litigation (the "**U.S. Class Action**") and others, in several provinces in Canada and at the federal and state level in the United States (the "**Actions**") and address other claims and contingent claims against the CannTrust entities.

C. On January 19, 2021, defendant CannTrust, and others,[1] reached a Restructuring Support Agreement, as amended and restated from time to time (the "**RSA**") with the representative plaintiffs in a class action pending in Ontario (the "**Ontario Class Action**") and Lead Plaintiffs Granite Point Master Fund, LP and Granite Point Capital Scorpion Focused Ideas Fund ("**Lead Plaintiffs,**" "**U.S. Class Action Lead Plaintiffs**," or "**Granite Point**") in the U.S. Class Action, through their counsel, regarding a framework for the settlement of all securities claims against defendant CannTrust, and others, and various related claims.

D. After entering into the RSA, additional settlements were reached with the following defendants in the U.S. Class Action, and related non-parties: (i) defendant Eric Paul and the Paul Family Trust (the "**Paul Settling Parties Settlement**"); (ii) defendant Canaccord Genuity LLC, Canaccord Genuity Corp., defendant Citigroup Global Markets Inc., Citigroup Global Markets Canada Inc., Credit Suisse Securities (Canada) Inc., defendant Credit Suisse Securities (USA) LLC, Jefferies Securities, Inc, defendant Jefferies LLC, Merrill Lynch Canada Inc., defendant Merrill Lynch, Pierce, Fenner & Smith Incorporated, and defendant RBC Dominion Securities Inc. (the "**Underwriters Settlement**"); (iii) defendant Mark Ian Litwin, Fred Litwin, Stan Abramowitz, defendant Cannamed Financial Corp., Forum Financial Corporation, Mar-Risa Holdings Inc., York Capital Funding Inc., and Sutton Management Limited (the "**Litwin Group Settlement**"); (iv) defendant Ian Abramowitz ("**Abramowitz Settlement**"); (v) defendant Peter

[1] Specifically, CannTrust Inc., CTI Holdings (Osoyoos) Inc., Elmcliffe Investments Inc., defendant Mark Dawber, defendant Greg Guyatt, defendant John Kaden, defendant Robert Marcovitch, defendant Shawna Page, Illana Platt, defendant Mitchell Sanders and defendant Cajun Capital Corporation.

Aceto ("**Aceto Settlement**"); and (v) Kenneth Brady Green ("**Green Settlement**").[2] Lead Plaintiffs also entered into a settlement with opt-out plaintiff Zola Finance Holdings Ltd. and Igor Gimelshtein (the "**Zola Plaintiffs Settlement**"), who had commenced a separate action against CannTrust in Canada and elected not to be represented by the class representatives. The RSA, Paul Settling Parties Settlement, Underwriters Settlement, Litwin Group Settlement, Abramowitz Settlement, Aceto Settlement, Green Settlement and Zola Plaintiffs Settlement shall be referred to as the "**Settlements**."

E. The Settlements, to the extent they relate to the U.S. Class Action, also are subject to review under Rule 23 of the Federal Rules of Civil Procedure and they, collectively, set forth the terms and conditions of the proposed partial settlement of the U.S. Class Action and certain of the claims alleged in the Consolidated Class Action Complaint (the "**Complaint**"), filed on June 26, 2020.

F. On July 16, 2021, the Canadian Court entered a sanction order pursuant to which it approved and sanctioned the fourth amended and restated plan of compromise, arrangement and reorganization of CannTrust Holdings Inc., CannTrust Inc. and Elmcliffe Investments Inc. (as may be further amended from time to time in accordance with its terms, the "**CCAA Plan**") pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 as amended (the "**CCAA Sanction Order**").

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[2] Defendants CannTrust; Cannamed Financial Corp.; Cajun Capital Corporation; Mark Dawber; Greg Guyatt; John Kaden; Robert Marcovitch; Shawna Page; Mitchell Sanders; Eric Paul; Mark Ian Litwin; Ian Abramowitz; Peter Aceto; Canaccord Genuity LLC; Citigroup Global Markets Inc.; Credit Suisse Securities (USA) LLC; Jefferies LLC; Merrill Lynch, Pierce, Fenner & Smith Incorporated; and RBC Dominion Securities Inc. are collectively the "**Settling Defendants**," for purposes of this Judgment and the U.S. Class Action. U.S. Class Action Lead Plaintiffs and the Settling Defendants are collectively the "**Settling Parties,**" for purposes of this Judgment and the U.S. Class Action.

G. The CCAA Plan that is the subject of the CCAA Sanction Order embodies, among other things, the partial settlement of the U.S. Class Action and the Actions.

H. The Court has reviewed and considered the agreements embodying the terms of the Settlements (including the CCAA Sanction Order and the CCAA Plan) (collectively, the "**Settlement Agreements**").

I. All capitalized terms used in this Judgment that are not otherwise defined herein have the meanings defined in the Sanction Order or, if not therein defined, as defined in the CCAA Plan.

J. Pursuant to the Order Granting Preliminary Approval of Class Action Settlements, Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of Settlements, entered September 2, 2021 (the "**Preliminary Approval Order**"), the Court scheduled a hearing for December 2, 2021, at 12:30 p.m. New York time (the "**Settlement Hearing**") to, among other things: (i) determine whether the proposed Settlements, to the extent they relate to the U.S. Class Action, on the terms and conditions provided for in the Settlement Agreements are fair, reasonable, and adequate, and should be approved by the Court; and (ii) determine whether a judgment, in relation to the U.S. Class Action, as provided for in the Settlement Agreements should be entered.

K. The Court ordered that the Notice of Pendency of U.S. Class Action and Proposed Settlements (the "**Notice**") and a Proof of Claim and Release form ("**Claim Form**"), substantially in the forms attached to the Preliminary Approval Order as Exhibits 1 and 2, respectively, be mailed by first-class mail, postage prepaid, on or before ten (10) business days after the date of entry of the Preliminary Approval Order ("**Notice Date**") to all potential members of the U.S. Settlement Class who could be identified through reasonable effort, and that the Summary Notice of Pendency of U.S. Class Action and Proposed Settlements (the "**Summary Notice**"), substantially in the form attached to the Preliminary Approval Order as Exhibit 3, be published in *The Wall Street Journal* and transmitted over *PR Newswire* within fourteen (14) calendar days of the Notice Date.

L. The Notice and the Summary Notice advised potential members of the U.S. Settlement Class of the date, time, place, and purpose of the Settlement Hearing. The Notice further advised that any objections to the Settlements, in relation to the U.S. Class Action, were required to be filed with the Court and served on counsel for the Settling Parties such that they were received by November 11, 2021.

M. The provisions of the Preliminary Approval Order as to notice were complied with.

N. On October 28, 2021, U.S. Class Action Lead Plaintiffs moved for final approval of the Settlements, to the extent they relate to the U.S. Class Action, as set forth in the Preliminary Approval Order. The Settlement Hearing was duly held before this Court on December 2, 2021, at which time all interested Persons were afforded the opportunity to be heard.

O. This Court has duly considered U.S. Class Action Lead Plaintiffs' motion for final approval of the Settlements in relation to the U.S Class Action, the affidavits, declarations, memoranda of law submitted in support thereof, the Settlement Agreements, and all of the submissions and arguments presented with respect to the proposed Settlements in relation to the U.S Class Action.

NOW, THEREFORE, after due deliberation, IT IS ORDERED, ADJUDGED AND DECREED that:

1. This Court has jurisdiction over the subject matter of this action and all matters relating to the Settlements in relation to the U.S. Class Action, as they pertain to the parties to this

action and the members of the U.S. Settlement Class (defined below), as well as personal jurisdiction over all parties to this action, including all members of the U.S. Settlement Class.

<u>Certification of the U.S. Settlement Class</u>

2. The Court hereby affirms its determinations in the Preliminary Approval Order and finally certifies, solely for purposes of the Settlements in relation to the U.S. Class Action, pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the U.S. Settlement Class of: (i) all persons and entities who or which purchased the publicly traded common stock of CannTrust on the New York Stock Exchange or on any U.S. based trading platform during the period from June 1, 2018 through March 31, 2020, inclusive, (the "**Claim Period**"); and/or (ii) all persons and entities who or which purchased or otherwise acquired CannTrust common stock pursuant or traceable to the Offering Materials (as defined in the Complaint) issued in connection with the secondary public offering, completed on or about May 6, 2019, (collectively, the "**U.S. Settlement Class**" or "**U.S. Securities Claimants**"). Excluded from the U.S. Settlement Class are: (i) CannTrust, Cannamed Financial Corp, Cajun Capital Corporation, KMPG LLP, Merrill Lynch, Pierce, Fenner & Smith Inc., Merrill Lynch Canada Inc., Citigroup Global Markets Inc., Citigroup Global Markets Canada Inc., Credit Suisse Securities (USA) LLC, Credit Suisse Securities (Canada) Inc., RBC Dominion Securities Inc., Jefferies LLC, Jefferies Securities Inc., Canaccord Genuity LLC, Canaccord Genuity Corp., Paul Family Trust, Mar-Risa Holdings Inc., York Capital Funding Inc., Sutton Management Limited (the "**Corporate Defendants**"); (ii) Eric Paul, Peter Aceto, Greg Guyatt, Ian Abramowitz, Mark Dawber, John Kaden, Mark Ian Litwin, Fred Litwin, Robert Marcovitch, Mitchell J. Sanders, Stan Abramowitz, Brad Rogers, Michael Ravensdale, Shawna Page, Ilana Platt, Graham Lee, Kenneth Brady Green, Andrew Kirk, Norman Paul ("**Individual Defendants**"), any member of an Individual Defendant's immediate family, and any

company under the control of an Individual Defendant; and (iii) the past and present subsidiaries, affiliates, officers, directors, senior employees, legal representatives, heirs, predecessors, successors and assigns of any such excluded person, *provided, however*, for the avoidance of doubt, that any "Investment Vehicle" shall not be excluded from the U.S. Settlement Class. Investment Vehicle means any investment company or pooled investment fund, including but not limited to, mutual fund families, exchange traded funds, fund of funds, and hedge funds, in which Defendants, or any of them, have, has, or may have a direct or indirect interest, or as to which their affiliates may act as an investment advisor, but in which any Defendant alone or together with its, his or her respective affiliates is not a majority owner or does not hold a majority beneficial interest. Also excluded from the U.S. Settlement Class are those Persons who or which have timely and validly sought exclusion from the U.S. Settlement Class and are listed on the annexed Exhibit A as having submitted an exclusion request allowed by the Court.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure and solely for purposes of the Settlements in relation to the U.S. Class Action, the Court hereby re-affirms its determinations in the Preliminary Approval Order and finally certifies Lead Plaintiffs Granite Point Master Fund, LP and Granite Point Capital Scorpion Focused Ideas Fund as Class Representatives for the U.S. Settlement Class. The law firm of Labaton Sucharow LLP is finally appointed Class Counsel for the U.S. Settlement Class.

Notice to the U.S. Settlement Class and Reaction of the U.S. Settlement Class

4. The Court finds, in relation to the U.S. Class Action, that the mailing and publication of the Notice, Summary Notice, and Claim Form: (i) complied with the Preliminary Approval Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated to apprise U.S. Settlement Class Members of the

effect of the Settlements, of the proposed settlement Allocation and Distribution Scheme ("**A&DS**"), of U.S. Settlement Class Members' right to object or seek exclusion from the U.S. Settlement Class, and of their right to appear at the Settlement Hearing; (iv) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlements in relation to the U.S. Class Action; and (v) satisfied the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7), and Section 27 of the Securities Act of 1933, 15 U.S.C. §77z-1(a)(7), both as amended by the Private Securities Litigation Reform Act of 1995 (the "**PSLRA**").

5. The Settling Defendants have provided notification to all appropriate federal and state officials regarding the Settlements as required by the Class Action Fairness Act of 2005, 28 U.S.C. §1715.

6. There have been two objections. On November 12, 2021, the Court received the objection of Myron V. Guidry. ECF No. 160. Mr. Guidry's objection to the proposed Allocation and Distribution Scheme (the "A&DS") is addressed in the Court's accompanying Order Approving Allocation and Distribution Scheme in Connection with U.S. Class Action. Mr. Guidry further asserts that he "believe[s] there should also be another class specifically for African Americans" and that "it is a form of systemic discrimination if the allegations against CannTrust are true based on the fact that African Americans already lack social equity in the marijuana industry due to discriminatory practices, according to many credible sources." Leaving aside the merits of his contention, the U.S. Settlement Class is a proposed class of investors in CannTrust common stock, and Mr. Guidry has identified no basis why the proposed U.S. Settlement Class should not be certified. His objection therefore is overruled. The objection of Benjamin Taylor is also overruled as stated on the record.

Approval of the Proposed Settlements

7. Pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure, this Court hereby approves the Settlements, in relation to the U.S. Class Action, and finds that in light of the benefits to the U.S. Settlement Class, the complexity and expense of further litigation, the risks of establishing liability and damages, the financial condition of CannTrust, the difficulties and risks involved in collecting on any judgments after trial, the entry of the CCAA Sanction Order, and the costs of continued litigation, said Settlements are, in relation to the U.S. Class Action, fair, reasonable, and adequate, having considered and found that: (a) U.S. Class Action Lead Plaintiffs and U.S. Class Action Counsel have adequately represented the U.S. Settlement Class; (b) the Settlements, in relation to the U.S. Class Action, were negotiated at arm's-length between experienced counsel; (c) the relief provided for the U.S. Settlement Class is adequate, having taken into account (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the U.S. Settlement Class, including the method of processing U.S. Settlement Class Member claims; (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (d) the proposed A&DS treats U.S. Settlement Class Members equitably relative to each other. Accordingly, the Court hereby, in relation to the U.S. Class Action and consistent with the CCAA Sanction Order:

(a) approves the RSA, in relation to the U.S. Class Action, which shall be consummated in accordance with its terms and provisions, as to the U.S. Settlement Class;

(b) approves the Paul Settling Parties Settlement, in relation to the U.S. Class Action, which shall be consummated in accordance with its terms and provisions, as to the U.S. Settlement Class;

(c) approves the Underwriters Settlement, in relation to the U.S. Class Action, which shall be consummated in accordance with its terms and provisions, as to the U.S. Settlement Class;

(d) approves the Litwin Group Settlement, in relation to the U.S. Class Action, which shall be consummated in accordance with its terms and provisions, as to the U.S. Settlement Class;

(e) approves the Abramowitz Settlement, in relation to the U.S. Class Action, which shall be consummated in accordance with its terms and provisions, as to the U.S. Settlement Class;

(f) approves the Aceto Settlement, in relation to the U.S. Class Action, which shall be consummated in accordance with its terms and provisions, as to the U.S. Settlement Class; and

(g) approves the Green Settlement, in relation to the U.S. Class Action, which shall be consummated in accordance with its terms and provisions, as to the U.S. Settlement Class.

8. The Consolidated Class Action Complaint (the "**Complaint**"), filed on June 26, 2020, is hereby partially dismissed, with prejudice, subject to the CCAA Plan being implemented on the Plan Implementation Date and without costs to any Party, except as otherwise provided in the Settlement Agreements, as to the Settling Defendants: (i) CannTrust, Cannamed Financial Corp, Cajun Capital Corporation, Merrill Lynch, Pierce, Fenner & Smith Inc., Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, RBC Dominion Securities Inc., Jefferies LLC, Canaccord Genuity LLC and (ii) Eric Paul, Peter Aceto, Greg Guyatt, Ian Abramowitz, Mark Dawber, John Kaden, Mark Ian Litwin, Robert Marcovitch, Mitchell J. Sanders, Brad Rogers, and Shawna Page.

9. The Court finds, in relation to the U.S. Class Action, that during the course of this action, the Settling Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure.

Releases Pursuant to the Settlements in Relation to the U.S. Class Action

10. Upon the Effective Time of the CCAA Plan, U.S. Class Action Lead Plaintiffs and each and every other U.S. Settlement Class Member, on behalf of themselves and each of their respective Representatives, in their capacities as such, shall have and shall be deemed to have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice each and every one of the Released Securities-Related Claims against each and every one of the Released Parties, whether directly, indirectly, derivatively or otherwise, and shall forever be barred, estopped, stayed and enjoined, from commencing, instituting, prosecuting, or maintaining any and all of the Released Securities-Related Claims against any and all of the Released Parties, and all proceedings with respect to, in connection with or relating to such Released Securities-Related Claims are hereby permanently stayed, excepting only any proceeding to enforce the obligations of the Released Parties under the Definitive Documents, including their obligations to make distributions and payments in respect of such Released Securities-Related Claims in the manner and to the extent provided for in the CCAA Plan, the RSA, and this Judgment.

11. As of the Effective Time of the CCAA Plan, the U.S. Class Action Lead Plaintiffs and each and every other U.S. Settlement Class Member, on behalf of themselves and each of their respective Representatives, in their capacities as such, shall be and shall be deemed to be permanently and forever barred, estopped, stayed and enjoined from: (i) commencing, conducting, continuing or making in any manner, directly or indirectly, any action, suit, claim, demand or other

proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) against any of the Released Parties with respect to any and all Released Securities-Related Claims; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against any of the Released Parties or their property with respect to any and all Released Securities-Related Claims; (iii) commencing, conducting, continuing or making against any other Person in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) that relates to a Released Securities-Related Claim if such other Person makes a claim or might reasonably be expected to make a claim, in any manner or forum, including by way of contribution or indemnity or other relief, against one or more of the Released Parties, unless such claim of such other Person is itself a Released Securities-Related Claim; (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any encumbrance of any kind against the Released Parties or their property with respect to any and all Released Securities-Related Claims; and (v) taking any actions to interfere with the implementation or consummation of the CCAA Plan with respect to any and all Released Securities-Related Claims.

12. As of the Effective Time of the CCAA Plan, the U.S. Class Action Lead Plaintiffs and each and every other U.S. Settlement Class Member, on behalf of themselves and each of their respective Representatives, in their capacities as such, shall be deemed to have, and by operation of this Judgment shall have expressly waived, the provisions, rights, and benefits of California Civil Code §1542, which provides:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her

settlement with the debtor or released party.

The U.S. Class Action Lead Plaintiffs and each and every other U.S. Settlement Class Member, on behalf of themselves and each of their respective Representatives, in their capacities as such, shall be deemed to have, and by operation of this Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. The U.S. Class Action Lead Plaintiffs and each and every other U.S. Settlement Class Member, on behalf of themselves and each of their respective Representatives, in their capacities as such, acknowledge that they may hereafter discover facts in addition to or different from those which he, she, it or their counsel now knows or believes to be true with respect to the subject matter of the Released Securities-Related Claims but expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release, any and all Released Securities-Related Claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed.

13. As of the Effective Time of the CCAA Plan, the Court permanently bars, enjoins and restrains any person or entity from commencing, prosecuting, or asserting any Securities-Related Indemnity Claim, provided, however, that nothing in this Judgment shall be construed or asserted to bar, enjoin or restrain the Settling Defendants from obtaining or enforcing any rights they may have pursuant to the Settlement Agreements.

14. As of the Effective Time of the CCAA Plan, the recovery of U.S. Securities Claimants from a Non-Settlement Party with which any Settlement Party is judicially determined

to be jointly and severally liable shall be limited to only that proportion of damages attributable to the liability of the Non-Settlement Party, as finally determined in the action.

15. As of the Effective Time of the CCAA Plan, all claims for contribution, indemnity or other claims over that relate to the Released Securities-Related Claims which were or could have been brought by a Settlement Party in the U.S. Class Action against a co-defendant that is a Non-Settlement Party, are permanently and forever barred, estopped, stayed and enjoined, provided, however, that nothing in this Judgment shall be construed or asserted to bar, estop, stay, enjoin or restrain the Settling Defendants from obtaining or enforcing any rights they may have pursuant to the Settlement Agreements.

16. As of the Effective Time of the CCAA Plan, and consistent with the CCAA Sanction Order, all Channelled Claims and Non-Released CannTrust Claims of the U.S. Class Action Lead Plaintiffs and U.S. Settlement Class Members, including their respective Representatives in their capacities as such, will be handled solely in accordance with the CCAA Sanction Order.

17. Upon the Effective Time of the CCAA Plan, the Settling Defendants, on behalf of themselves and each of their respective Representatives, in their capacities as such, shall be deemed to have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice all claims and causes of action of any nature and description, including both known claims and unknown claims, whether arising under federal, state, common, or foreign law, that the Settling Defendant could have asserted against any of the U.S. Class Action Lead Plaintiffs, members of the U.S. Settlement Class, and their respective Representatives, in their capacities as such (collectively, "**Released Plaintiff Parties**"), that arise out of or relate in any way to the institution, prosecution, or settlement of the claims in the U.S.

Class Action and shall forever be barred and enjoined, to the fullest extent permitted by law, from commencing, instituting, prosecuting, or maintaining any and all such claims against any and all of the Released Plaintiff Parties, except for claims relating to the enforcement of the Definitive Documents. Notwithstanding the foregoing, nothing in this order shall be construed as limiting, modifying or otherwise affecting any insurance coverage or policies that may be available to any of the Released Parties.

Additional Provisions of the U.S. Judgment

18. Notwithstanding paragraphs 10-16 above, nothing in this U.S. Judgment shall bar any action by any of the Settling Parties to enforce or effectuate the terms of the Definitive Documents.

19. Each U.S. Settlement Class Member, whether or not such U.S. Settlement Class Member executes and delivers a Claim Form, is bound by this U.S. Judgment, including, without limitation, the release of claims as set forth in the Settlement Agreements.

20. This U.S. Judgment and the Settlement Agreements, whether or not consummated, and any discussion, negotiation, proceeding, or agreement relating to the Settlement Agreements, the Settlements, and any matter arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall not be offered or received against or to the prejudice of the parties or their respective counsel, to the extent in each case they relate to the U.S. Class Action, for any purpose other than in an action to enforce the terms hereof or the Definitive Documents, and in particular:

(a) do not constitute, and shall not be offered or received against or to the prejudice of any of the Released Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Parties with respect to the truth of any allegation by U.S. Class Action Lead Plaintiffs and the U.S. Settlement Class, or the validity of any claim that has been or could have been asserted in the U.S. Class Action or in any litigation, including but not limited to the Released Securities-Related Claims, or of any liability, damages, negligence, fault, or other wrongdoing of any kind by any of the Released Parties or any person or entity whatsoever;

(b) do not constitute, and shall not be offered or received against or to the prejudice of any of the Released Parties as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by defendants in this action, or against or to the prejudice of U.S. Class Action Lead Plaintiffs, or any other member of the U.S. Settlement Class as evidence of any infirmity in the claims of U.S. Class Action Lead Plaintiffs, or the other members of the U.S. Settlement Class;

(c) do not constitute, and shall not be offered or received against or to the prejudice of any of the Released Parties, U.S. Class Action Lead Plaintiffs, any other member of the U.S. Settlement Class, or their respective counsel, as evidence of a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or other wrongdoing of any kind, or in any way referred to for any other reason against or to the prejudice of any of the Released Parties, U.S. Class Action Lead Plaintiffs, other members of the U.S. Settlement Class, or their respective counsel, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Settlement Agreements;

(d) do not constitute, and shall not be construed against any of the Released Parties, U.S. Class Action Lead Plaintiffs, or any other member of the U.S. Settlement Class, as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial; and

(e) do not constitute, and shall not be construed as or received in evidence as an admission, concession, or presumption against U.S. Class Action Lead Plaintiffs, or any other member of the U.S. Settlement Class that any of their claims are without merit or infirm or that damages recoverable under the Complaint would not have exceeded the Cash Contributions.

21. In the event that any Settlement does not become effective in accordance with its terms, then this U.S. Judgment, as to the Settling Parties to that Settlement, shall be rendered null and void and shall be vacated as to those parties and, in such event, all orders entered and releases delivered in connection herewith shall be null and void, and those affected Settling Parties shall be restored to their positions in the U.S. Class Action as of January 19, 2021 (subject to the effect (if any) of the CCAA Plan and any orders issued by the Canadian Court, as applicable).

22. Without further order of this Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreements.

23. A separate order shall be entered regarding the proposed A&DS for the Class Compensation Fund. Such order shall in no way disturb or affect this U.S. Judgment and shall be considered separate from this U.S. Judgment. Such order shall in no way affect or delay the finality of this U.S. Judgment and shall not affect or delay the Settlements becoming effective, pursuant to their terms.

24. This U.S. Judgment is without prejudice to, and does not limit, the applicability of the CCAA Plan and the CCAA Sanction Order, including the rights of U.S. Class Action Lead Plaintiffs and the U.S. Settlement Class with respect to the Assigned Claims, Cross-Border Action, or Ontario Class Action.

25. Without affecting the finality of this U.S. Judgment in any way, this Court hereby retains continuing jurisdiction over: (i) implementation of the Settlements solely in relation to the U.S. Class Action and putative members of the U.S. Settlement Class; (ii) all parties to this action for the purpose of construing, enforcing and administering the Settlements solely in relation to the U.S. Class Action and this U.S. Judgment; and (v) other matters related or ancillary to the foregoing solely in relation to the U.S. Class Action. There is no just reason for delay in the entry of this U.S. Judgment and immediate entry by the Clerk of Court is directed.

DATED this 2nd day of December, 2021

BY THE COURT:

J. PAUL OETKEN
United States District Judge

EXHIBIT A

1. Eric Blythe - Titusville, Florida

2. Jerry Fetter – Plano Texas

TAB 2-K

This is Exhibit "K" referred to in the Affidavit

of Serge Kalloghlian, sworn before me this

day of December 6th, 2021

____

A Commissioner, etc

DECLARATION OF TRUST AND AGREEMENT

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THIS DECLARATION OF TRUST AND AGREEMENT (this "**Agreement**"), dated as of the Plan Implementation Date, is entered into by and among:

1. CannTrust Holdings Inc. ("**CannTrust Holdings**"); and

2. Serge Kalloghlian and James Johnson, as trustees of the Securities Claimant Trust (the "**Trustees**").

PRELIMINARY STATEMENT

Unless the context otherwise requires, capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the CCAA Plan (as defined below). Schedule A to this Agreement sets forth an index of terms that are defined in this Agreement.

On March 31, 2020, CannTrust Holdings and certain of its subsidiaries commenced reorganization proceedings under the CCAA before the CCAA Court.

On July 16, 2021, the CCAA Court entered the CCAA Sanction Order approving the fourth amended and restated plan of compromise, arrangement and reorganization of CannTrust Holdings and the other CannTrust Plan Companies dated July 7, 2021 (together with any supplement to such plan and the exhibits and schedules thereto, as the same may be amended, modified or supplemented from time to time in accordancewith the terms thereof, the "**CCAA Plan**").

The CCAA Plan contemplates the creation of the Securities Claimant Trust, which is hereby created pursuant to this Agreement and in accordance with the laws of Ontario in order to effectuate certain provisions of the CCAA Plan and the CCAA Sanction Order and, in accordance therewith and herewith, the Trustees will hold the Cash Contributions, the Assigned Claims and any other assets assigned to or acquired by the Securities Claimant Trust on or after the Plan Implementation Date pursuant to this Agreement or the CCAA Plan (the "**Securities Claimant Trust Assets**") for the benefit of the Securities Claimants.

The Securities Claimant Trust is established for the sole purpose of pursuing the Assigned Claims, and liquidating and distributing the Securities Claimant Trust Assets pursuant to the CCAA Plan, the Allocation and Distribution Scheme and this Agreement, with no objective to continue or engage in the conduct of a trade or business.

The Trustees are duly appointed pursuant to the CCAA Plan, the CCAA Sanction Order and Section 1.2(b) of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein and in the CCAA Plan, CannTrust Holdings and the Trustees intending to be legally bound, agree as follows:

ARTICLE 1 ESTABLISHMENT OF THE SECURITIES CLAIMANT TRUST

1.1 Settling the Securities Claimant Trust and Funding Expenses of the Securities Claimant Trust

CannTrust Holdings hereby settles the Securities Claimant Trust with the sum of fifty million ($50,000,000.00) Canadian dollars (the "**Settlement Funds**"), the receipt of which is hereby acknowledged by the Trustees. The Assigned Claims Transferors (as defined below) have no other funding obligations with respect to the Securities Claimant Trust.

1.2 Establishment of Securities Claimant Trust; Appointment of the Trustee; and Other Settlement-Related Agreements

(a) Pursuant to this Agreement and in accordance with the CCAA Plan and the CCAA Sanction Order, the Securities Claimant Trust is hereby established on behalf of and for the benefit of the Securities Claimants and shall be known as the "**CannTrust Holdings Securities Claimant Trust**".

(b) The Trustees are hereby appointed as trustees of the Securities Claimant Trust. The Trustees hereby accept their appointment and agree to accept and hold the Securities Claimant Trust Assets in trust for the Securities Claimants, subject to the terms of this Agreement. The Trustees (and each successor trustee thereto serving from time to time hereunder) shall have all the rights, powers and duties set forth herein and pursuant to applicable law for accomplishing the purposes of the Securities Claimant Trust.

(c) The Trustees are authorized and directed to enter into and perform their obligations under the Settlement-Related Agreements, including without limitation (i) the settlement implementation and release agreement to be dated as of the Plan Implementation Date between CannTrust, the other Original Settlement Parties, the Trustees, the CCAA Representatives, CCAA Representative Counsel and others (the "**SIRA**"); (ii) the cooperation agreement to be dated as of the Plan Implementation Date between the Trustees and CannTrust Holdings and any other cooperation agreements between the Trustees and the applicable Settlement Parties (the "**Cooperation Agreements**"); and (iv) each indemnity agreement between the Trustees and one or more Settlement Parties contemplated by an Additional RSA (collectively, the "**Indemnity Agreements**").

1.3 Transfer of Assets and Rights to the Trustees

(a) At the Effective Time, pursuant to the SIRA and in accordance with the CCAA Plan and the CCAA Sanction Order, each of the Assigned Claims will have been irrevocably transferred, assigned and delivered to, and vested in, the

Trustees for the benefit of the Securities Claimants. In no event shall any part of the Assigned Claims revert to or be distributed to CannTrust Holdings (or any representative thereof) or any of the other Settlement Parties. The transfer of the Assigned Claims to the Trustees shall not constitute a merger or consolidation of the respective Assigned Claims, each of which shall retain its separateness following the transfer for all purposes relevant to the prosecution thereof.

(b) Subject to Section 1.3(c), promptly after the Plan Implementation Date, CannTrust Holdings shall perform its obligations pursuant to the applicable Cooperation Agreement.

(c) Any documents or information delivered by CannTrust Holdings to the Trustees pursuant to Section 1.3(b): (i) shall be used strictly for the purposes of advancing the Assigned Claims, the Ontario Class Action, the U.S. Class Action, and the Cross-Border Action, and for no other purpose, and (ii) shall be subject to the continuation of any privilege attaching to such documents and information, including but not limited to lawyer-client privilege, litigation privilege, and common interest privilege, which privileges the Trustees agree to maintain and uphold.

(d) Where documents, information and/or access is requested of third party agents, advisors, lawyers, accountants or other professionals ("**Third Party Disclosers**"), the Trustees shall pay from the Securities Claimant Trust Assets such reasonable fees and costs of such Third Party Disclosers as are necessary for them to comply with the requests of the Trustees.

(e) CannTrust Holdings hereby agrees at any time and from time to time on and after the Plan Implementation Date: (i) at the reasonable request of the Trustees, to execute and/or deliver any instruments, documents, books, and records (including those maintained in electronic format and original documents as may be needed), (ii) to take, or cause to be taken, all such further actions as the Trustees may reasonably request in order to evidence or effectuate the transfer of the Assigned Claims to the Trustees contemplated hereby and by the CCAA Plan and to otherwise carry out the intent of the parties hereunder, and (iii) to cooperate with the Trustees in the prosecution of Assigned Claims in accordance with its Cooperation Agreement. The Trustees shall pay the reasonable costs of cooperation as specified in the Cooperation Agreement with CannTrust Holdings.

1.4 Title to Securities Claimant Trust Assets

Upon the transfer of the Assigned Claims to the Securities Claimant Trust pursuant to the SIRA in accordance with the CCAA Plan and the CCAA Sanction Order, CannTrust Holdings and any other transferor of the Assigned Claims (the "**Assigned Claims Transferors**") shall have no interest in or with respect to the Securities Claimant Trust Assets other than as contemplated pursuant to the SIRA and this Agreement.

1.5 Nature and Purpose of the Securities Claimant Trust

(a) Purpose. The Securities Claimant Trust is organized and established as a trust pursuant to which the Trustees, subject to the terms and conditions contained herein, are to (i) hold the assets of the Securities Claimant Trust and (ii) oversee the efficient prosecution of the Assigned Claims, on the terms and conditions set forth herein.

(b) Actions of the Trustees. Subject to the terms of this Agreement and the SIRA, the Trustees shall, subject to the exercise of their collective business judgment, shall, in an efficient and responsible manner, prosecute the Assigned Claims and preserve and endeavour to enhance the value of the Securities Claimant Trust Assets. The efficient and responsible prosecution of the Assigned Claims may be accomplished either through the prosecution, compromise and settlement, abandonment, dismissal or other disposition of any or all claims, rights or causes of action, or otherwise, as determined by the Trustees in their sole discretion in accordance with the terms of this Agreement and the exercise of their collective best judgement. The Trustees shall, subject to the terms of this Agreement and the SIRA (including, without limitation, section 3.02 thereof), have the absolute right to pursue, settle and compromise or not pursue any and all Assigned Claims as they determine is in the best interests of the Securities Claimants and consistent with the purposes of the Securities Claimant Trust, and the Trustees shall have no liability for the outcome of any such decision except for any damages caused by gross negligence, bad faith, willful misconduct or knowing violation of law.

(c) Relationship. This Agreement is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. The Securities Claimant Trust is not intended to be, and shall not be deemed to be or treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company or association, nor shall the Trustees, or the Securities Claimants, or any of them, for any purpose be, or be deemed to be or treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. The relationship of the Securities Claimants, on the one hand, to the Trustees, on the other, shall not be deemed a principal or agency relationship, and the Securities Claimants' rights shall be limited to those conferred upon them by this Agreement.

(d) No Waiver of Claims. Subject to the terms of this Agreement, the Trustees may enforce all rights to commence and pursue, as appropriate, any and all Assigned Claims after the Plan Implementation Date. The Trustees shall have, retain, reserve, and be entitled to assert all such Assigned Claims, rights of setoff, and other legal or equitable defences which the Assigned Claims Transferors had on the Plan Implementation Date fully as if the Assigned Claims had not been transferred to the Trustees in accordance with the CCAA Plan, the CCAA Sanction Order and this Agreement, and all of the Assigned Claims Transferors' legal and equitable rights may be asserted after the Plan Implementation Date. Nothing in this Agreement shall be construed in a manner that is inconsistent with the CCAA Plan, the CCAA Sanction Order or any other orders made by the CCAA Court.

ARTICLE 3 THE TRUSTEES

3.1 Securities Claimant Trust Proceeds

Any and all proceeds, income and/or recoveries obtained on account of or from the Securities Claimant Trust Assets shall be added to the assets of the Securities Claimant Trust (the "**Securities Claimant Trust Proceeds**"), held as a part thereof and dealt with in accordance with the terms of this Agreement.

3.2 Collection of Securities Claimant Trust Proceeds

The Trustees shall collect all Securities Claimant Trust Proceeds and title therein shall be vested in the Trustees, in trust for the benefit of the Securities Claimants, to be dealt with in accordance with the terms of this Agreement.

3.3 Holdbacks

The Trustees shall create and maintain, from the Securities Claimant Trust Assets, each of the Holdbacks (as defined in the SIRA) as required by the SIRA and will not make distributions to Securities Claimants or pay fees, expenses, costs, liabilities or other obligations from the funds subject to each such Holdback, except for the specific payments for which the Holdback is to be created and maintained. The Trustees will provide such information as may be reasonably requested by CannTrust Holdings or another applicable Original Settlement Party or Additional Settlement Party from time to time regarding the creation and maintenance of the Holdbacks.

3.4 Payment of Fees and Expenses from Securities Claimant Trust

Subject to Section 3.13 of this Agreement and the obligations of the Trustees under Section 3.5 of this Agreement, the Trustees shall make payments out of the Securities Claimant Trust Assets (i) as are reasonably necessary to pay reasonable and necessary administrative expenses including but not limited to, the reasonable costs and expenses of the Trustees (including reasonable fees, costs, and expenses of professionals retained thereby), any taxes imposed on the Securities Claimant Trust or in respect of the Securities Claimant Trust Assets or reasonable fees and expenses in connection with, arising out of, or related to, the Securities Claimant TrustAssets and litigations associated therewith; (ii) as are reasonably necessary to pay reasonable costs and expenses of prosecuting the Assigned Claims, the Ontario Class Action, the U.S. Class Action, and the Cross-Border Action or related litigation for the benefit of Securities Claimants (including without limitation costs of retaining expert witnesses and other litigation disbursements) (iii) to satisfy any costs award made against the plaintiffs in the Assigned Claims, the Ontario Class Actions, the U.S. Class Action, and the Cross-Border Action or related litigation for the benefit of Securities Claimants (iv) to pay or reimburse amounts in accordance with Article 6 hereof; (v) to pay all amounts owing from time to time to CannTrust, another Settlement Party or any other Person when due pursuant to the SIRA, , a Cooperation Agreement or an Indemnity Agreement (including, without limitation, the payment of any amount required pursuant to an indemnity obligation in the SIRA or any of the other foregoing agreements); (vi) to make the payment to Zola Finance Holdings Ltd. and Igor Gimelshtein (together, "**Zola**") pursuant to the Restructuring Support Agreement between Zola, the CannTrust Group, and the CCAA Representatives dated May 5, 2021; (vii) to pay counsel fees and reimbursement of expenses to CCAA Canadian Representative Counsel and to CCAA US Representative Counsel in respect of amounts recovered for the benefit of Securities Claimants in accordance with their contingency fee retainer agreements or other agreement, in each case subject to court authorization; and (viii) to satisfy other liabilities incurred or assumed by the Securities Claimant Trust (or to which the assets of the Securities Claimant Trust are otherwise subject) in accordance with this Agreement.

3.5 Distributions

The Trustees shall make distributions of Securities Claimant Trust Proceeds in accordance with the provisions of Article 5 of this Agreement.

3.6 Tenure, Removal, and Replacement of the Trustee

(a) Each Trustee will serve until the earliest of (i) the completion of all the Trustee's duties, responsibilities and obligations under this Agreement, (ii) the Trustee's resignation and the appointment of a successor pursuant to Section 3.6(b) of this Agreement, (iii) the Trustee's removal pursuant to Section 3.6(c) of this Agreement; (iv) the Trustee's death (if applicable) and (v) the termination of the Securities Claimant Trust in accordance with this Agreement.

(b) The Trustees may resign by giving not less than 90 days' prior written notice. Such resignation will become effective on the later to occur of: (i) the day specified in such written notice and (ii) the appointment of a successor trustee as provided herein and the acceptance by such successor trustee of such appointment in accordance with Section 3.7 of this Agreement. If a successor trustee is not appointed or does not accept its appointment within 90 days following delivery of notice of resignation, the Trustees may file a motion with the CCAA Court, upon notice and hearing, for the appointment of a successor trustee.

(c) If a Trustee, by reason of his incapacity due to illness, accident or other cause, is unable to discharge his obligations under this Agreement, the other Trustee may give to the incapacitated Trustee not less than 30 days written notice of his intention to remove such incapacitated Trustee as Trustee at the expiration of a period stated in the notice. Upon the expiration of the period specified, such incapacitated Trustee shall cease to be a Trustee.

(d) In the event of a vacancy in the position of a Trustee (whether by removal, resignation, or death, if applicable), the vacancy will be filled by the appointment of a successor trustee by (i) the CCAA Canadian Representatives if the Trustee is Serge Kalloghlian or the CCAA US Representatives if the Trustee is James Johnson, and by acceptance of the Securities Claimant Trust by the successor trustee in accordance with Section 3.7 of; or (ii) an orderof the CCAA Court after an opportunity for a hearing.

(e) Immediately upon the appointment of any successor trustee, all rights, powers, duties, authority, and privileges of the predecessor Trustee hereunder will be vested in and undertaken by the successor trustee without any further act and the successor trustee will not be liable personally for any act or omission of the predecessor Trustee. A successor trustee shall have all the rights, privileges, powers, and duties of its predecessor under this Agreement.

(f) Upon the appointment of a successor trustee, the predecessor Trustee (or the duly appointed legal representative of a deceased Trustee) shall, if applicable, when requested in writing by the successor trustee or the CCAA Court, execute and deliver an instrument or instruments conveying and transferring to such successor trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of such predecessor Trustee, and shall duly assign, transfer, and deliver to such successor trustee all property and money held hereunder, and all other assets, documents, instruments, records and other writings relating to the Securities Claimant Trust, the Securities Claimant Trust Assets, and the Securities Claimant Trust Proceeds, then in its possession and held hereunder, and shall execute and deliver such documents, instruments and other writings as may be requested by the successor trustee or the CCAA Court to effect the termination of such predecessor Trustee's capacity under the Securities Claimant Trust, this Agreement and the CCAA Plan and otherwise assist and cooperate, without cost orexpense to the predecessor Trustee, in effectuating the assumption of its obligations and functions by the successor trustee.

(g) The death, resignation or removal of the Trustee shall not terminate the Securities Claimant Trust or revoke any existing agency created pursuant to this Agreementor invalidate any action theretofore taken by the Trustee.

3.7 Acceptance of Appointment by Successor Trustee

Any successor trustee appointed hereunder shall execute an instrument accepting such appointment and assuming all of the obligations of the predecessor Trustee hereunder and accepting the terms of this Agreement and agreeing that the provisions of this Agreement shall be binding upon and inure to the benefit of the successor trustee and all of its heirs, and legal and personal representatives, successors and assigns, and thereupon the successor trustee shall, without any further act, become vested with all the estates, properties, rights, powers,trusts, and duties of its predecessor Trustee in the Securities Claimant Trust hereunder with like effect as if originally named herein.

3.8 Role of the Trustees

In furtherance of and consistent with the purpose of the Securities Claimant Trust, the Trustees, subject to the terms and conditions of this Agreement, shall have the power to (i) prosecute, compromise and settle, abandon, dismiss or otherwise dispose of for the benefit of the Securities Claimants all Assigned Claims transferred to the Securities Claimant Trust (whether such suits are brought in the name of the Securities Claimant Trust, the Trustees or otherwise), and (ii) otherwise perform the functions and take the actions provided for or permitted in this Agreement. In all circumstances, the Trustees shall act in the best interests of the Securities Claimants and in furtherance of the purpose of the Securities Claimant Trust.

3.9 Authority of Trustee

Subject to any limitations set forth in this Agreement (including, without limitation, Section 3.4 of this Agreement) or in the CCAA Plan, but in addition to the other powers and authorities granted to the Trustees and set forth in this Agreement, the Trustees shall have the following powers and authorities:

(a) to hold legal title to any and all rights in or arising from the Securities Claimant Trust Assets, including collecting, receiving any and all money and other property belonging to the Securities Claimant Trust (including any Securities Claimant Trust Proceeds) and the right, on behalf of the Securities Claimants, to vote any claim or interest relating to a Securities Claimant Trust Claim in any proceeding and to receive any distribution thereon;

(b) to perform the duties, exercise the powers, and assert the rights of a trustee, including commencing, prosecuting or settling causes of action, enforcing contracts or asserting claims, defences, offsets and privileges;

(c) to make the payments and perform the obligations of the Trustees and the Securities Claimant Trust pursuant to the SIRA,, the Cooperation Agreements, the Indemnity Agreements and all other Settlement-Related Agreements;

(d) to protect and enforce the rights to the Assigned Claims by any method deemed appropriate including by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;

(e) to obtain reasonable insurance coverage with respect to the liabilities and obligations of the Trustees under this Agreement (in the form of any errors and omissions policy or otherwise);

(f) to obtain insurance coverage with respect to real and personal property that may become assets of the Securities Claimant Trust, if any;

(g) to retain and pay such counsel and other professionals, as the Trustees shall select to assist the Trustees in its duties, on such terms as the Trustees deem reasonable and appropriate, without CCAA Court approval; and the Trustees may commit the Securities Claimant Trust to and shall pay such counsel and other professionals reasonable compensation for services rendered (including on an hourly, contingency, ormodified contingency basis) and reasonable and documented out-of-pocket expenses incurred;

(h) without limitation to 3.9(g), to retain the law firms comprising CCAA Representative Counsel to prosecute the Assigned Claims pursuant to one or more contingency fee retainer agreements that reflect substantially the same terms as the contingency fee retainer agreement(s) between the plaintiffs and counsel in the Ontario Class Action, U.S. Class Action, and Cross-Border Action. For greater certainty, the trustees acknowledge that the plaintiffs and counsel in the Ontario Class Action, U.S. Class Action, and Cross-Border Action may amend the existing retainer agreements or enter into retainer agreements on terms that are different then the agreements in effect at the time this Agreement is effective.

(i) to retain and pay an accounting firm to perform such reviews and/or audits of the financial books and records of the Securities Claimant Trust as may be required by applicable laws (including, if applicable, securities laws) and/or this Agreement, and to prepare and file any tax returns, informational returns or periodic and current reports for the Securities Claimant Trust as required by applicable laws (including,if applicable, securities laws) and/or by this Agreement; the Trustees may commit the Securities Claimant Trust to and shall pay such accounting firm reasonable compensation for services rendered and reasonable and documented out-of-pocket expenses incurred;

(j) to retain, enter into fee arrangements with and pay such third parties to assist the Trustees in carrying out its powers, authorities and duties under this Agreement; the Trustees may commit the Securities Claimant Trust to and shall pay all such Persons reasonable compensation for services rendered and reasonable and documented out-of-pocket expenses incurred, as well as commit the Securities Claimant Trust to indemnify any such Persons in connection with the performance of services (provided that such indemnity shall not cover any losses, costs, damages, expenses or liabilities that result from the gross negligence, bad faith, willful misconduct or knowing violation of law by such Persons);

(k) to waive any privilege or any defence on behalf of the Securities Claimant Trust or with respect to the Assigned Claims (but for greater certainty, excluding any privilege belonging to CannTrust Holdings or another original Settlement Party);

(l) to investigate, analyze, compromise, adjust, arbitrate, mediate, sue on or defend, pursue, prosecute, abandon, dismiss, exercise rights, powers, and privileges with respect to, or otherwise deal with and settle, in accordance with the terms set forth herein, all causes of action in favour of or against the Securities Claimant Trust (but subject to the SIRA, including without limitation **[section 3.02]** thereof);

(m) at any time from and after the Plan Implementation Date, to seek and obtain an order from any court of competent jurisdiction, including an Order of the Court in the CCAA or otherwise, that gives effect to any releases of any Assigned Claims agreed to by the Trustees in accordance with this Agreement, including a release that fully, finally, irrevocably and forever compromises, releases, discharges, cancels and bars the applicable Assigned Claims;

(n) solely with respect to Assigned Claims, to avoid and recover transfers of property as may be permitted by applicable law;

(o) to invest any moneys held as part of the Securities Claimant Trust in accordance with the terms of Section 3.15 of this Agreement;

(p) to request any appropriate tax determination with respect to the Securities Claimant Trust;

(q) subject to applicable securities and other laws, if any, to establish and maintain a website for the purpose of providing information and notice of Securities Claimant Trust to Securities Claimants;

(r) to seek the examination of any Person, subject to the provisions of any applicable laws or rules;

(s) to make distributions in accordance with Article 5 of this Agreement; and

(t) to take or refrain from taking any and all other actions that the Trustees reasonably deem necessary or convenient for the continuation, protection and maximization of the Assigned Claims or to carry out the purposes hereof.

3.10 Limitation of Trustee's Authority

(a) Notwithstanding anything herein to the contrary, the Trustees shall not be authorized to engage in any trade or business or, subject to their express obligations under the Settlement-Related Agreements, take any such actions as would be inconsistent with the purposes of this Agreement, the preservation of theassets of the Securities Claimant Trust and the best interests of the Securities Claimants.

(b) The Securities Claimant Trust shall not hold 50% or more of the stock (in either vote or value) of any Person that is treated as a corporation for federal income taxpurposes, nor be the sole member of a limited liability company, nor have any interest in a Person that is treated as a partnership for federal income tax purposes,unless such stock, membership interest, or partnership interest was obtained involuntarily or as a matter of practical economic necessity in order to preserve the value of the Securities Claimant Trust Assets.

3.11 Books and Records

(a) The Trustees shall maintain books and records relating to the Securities Claimant Trust Assets and the Securities Claimant Trust Proceeds and the payment of expenses of, liabilities of, and claims against or assumed by, the Securities Claimant Trust in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof. Such books and records shall be maintained on a modified cash or other comprehensive basis of accounting necessary to facilitate compliance with the tax reporting and securities law requirements, if any, of the Securities Claimant Trust as well as the reporting requirements set forth in Article 7 and elsewhere in this Agreement. Nothing in this Agreement requires the Trustees to file any accounting or seek approval of any court with respect to the administration of the Securities Claimant Trust, or as a condition for managing any payment or distribution out of the assets of the Securities Claimant Trust.

3.12 Inquiries into Trustee's Authority

Except as otherwise set forth in this Agreement or the CCAA Plan, no Person dealing with the Securities Claimant Trust shall be obligated to inquire into the authority of the Trustees in connection with the protection, conservation or disposition of the Assigned Claims.

3.13 Compliance with Laws

Any and all distributions of assets of the Securities Claimant Trust shall be in compliance with applicable laws, including applicable provincial securities laws.

3.14 Reliance by Trustees

Except as otherwise provided herein:

(a) the Trustees may rely on, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document reasonably believed by the Trustees to be genuine and to have been signed or presented by the proper party or parties; and

(b) Persons dealing with the Trustees shall look only to the assets of the Securities Claimant Trust to satisfy any liability incurred by the Trustees to such Person in carrying out the terms of this Agreement, and the Trustees shall have any personal obligation to satisfy any such liability.

3.15 Investment and Safekeeping of Securities Claimant Trust Assets

Subject to Section 3.5 of this Agreement, the Trustees shall invest all Securities Claimant Trust Assets (other than Assigned Claims), all Securities Claimant Trust Proceeds, and all income earned by the Securities Claimant Trust (pending distribution in accordance with Article 5 of this Agreement) only in cash and government securities, and the Trustees may retain any Securities Claimant Trust Proceeds received that are not cash only for so long as may be required for the prompt and orderly liquidation of such assets into cash.

3.16 Standard of Care; Exculpation

Neither the Trustees nor any of its duly designated agents or representatives or professionals shall be liable for any act or omission taken or omitted to be taken by the Trustees in good faith, other than (i) acts or omissions resulting from the Trustees' or any such agent's, representative's or professional's gross negligence, bad faith, willful misconduct or knowing violation of law or (ii) acts or omissions from which the Trustees or any such agent, representative or professional derived an improper personal benefit. The Trustees may, in connection with the performance of its functions, and in its sole and absolute discretion, consult with its counsel, accountants, financial advisors and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordancewith advice or opinions rendered by such Persons. Notwithstanding such authority, the Trustees shall be under no obligation to consult with their counsel, accountants, financial advisors or agents, and their good faith determination not to do so shall not result in the imposition of liability on the Trustees, unless such determination is based on gross negligence, bad faith, willful misconduct or knowing violation of law. No amendment, modification or repeal of this Section 3.16 shall adversely affect any right or protection of the Trustees or any of its agents, representatives or professionals that exists at the time of such amendment, modification or repeal.

3.17 Disputes

If the Trustees are unable to agree on a matter, the matter shall be submitted for mediation to Dennis O'Connor, Q.C. or such other mediator as the Trustees may agree upon. If such mediation is unsuccessful, the matter shall be submitted for arbitration to an arbitrator agreed upon by the Trustees. If the Trustees cannot agree on the identity of the arbitrator within 7 days after arbitration is first requested in writing, the Administrator of ADR Chambers shall designate a retired judge of the Ontario Superior Court of Justice to be the arbitrator. The arbitrator's paramount consideration shall be the best interests of Securities Claimants. The arbitrator shall make his or her decision within 30 days after being appointed and may give any directions regarding procedures, relaxation of rules of evidence, etc. which are deemed necessary in his or her discretion to meet that deadline. The arbitrator's decision shall be final and binding and the parties waive all rights of appeal and judicial review.

ARTICLE 4 TAX MATTERS

4.1 U.S. Federal Income Tax Treatment of the Securities Claimant Trust

(a) For all U.S. federal income tax purposes, all parties (including CannTrust Holdings and the other Assigned Claims Transferors, the Trustee and the Securities Claimants) shall treat the transfer of the Securities Claimant Trust Assets to the Trustees for the benefit of the Securities Claimants as (a) a transfer of the Securities Claimant Trust Assets directly to those Securities Claimants receiving Securities Claimant Trust Interests, followed by (b) the transfer by such Securities Claimants to the Trustees of the Securities Claimant Trust

Assets in exchange for the Securities Claimant Trust Interests. Accordingly, those Securities Claimants receiving Securities Claimant Trust Interests shall be treated for U.S. federal income tax purposes as the grantors and owners of their respective shares of the Securities Claimant Trust Assets. The foregoing treatment also shall apply, to the extent permitted by applicable law, for U.S. stateand local income tax purposes.

(b) Subject to definitive guidance from the I.R.S. or a court of competent jurisdiction to the contrary, the Trustees shall file returns for the Securities Claimant Trust as agrantor trust pursuant to Treasury Regulation section 1.671-4(a) and inaccordance with this Article 4. The Trustees shall also annually send to each holder of a Securities Claimant Trust Interest a separate statement setting forth such holder's share of items of income, gain, loss, deduction, or credit and will instruct all such holders and parties to report such items on their federal income tax returns. The Trustees also shall file (or cause to be filed) any other statements, returns or disclosures relating to the Securities Claimant Trust that are requiredby any governmental unit.

(c) The Trustees shall conduct a fair market valuation of the Securities Claimant Trust Assets transferred to the Securities Claimant Trust and the Trustees shall apprise, in writing, the Securities Claimants of such valuation. In such circumstances, the valuation shall be used consistently by all parties (including CannTrust Holdings and the other Securities Claimant Trust Claim Transferors, the Trustees and the Securities Claimants) for all federal income tax purposes, as applicable. As applicable or necessary, the Trustees shall make such valuation available from time to time, to the extent relevant or reasonably necessary, and such valuation shall be used consistently by all parties (including CannTrust Holdings and the other Securities Claimant Trust Claim Transferors, the Trustees and the Securities Claimants) for all federal income tax purposes. In connection with the preparation of any such valuation, the Trustees shall be entitled to retain such professionals and advisors as the Trustees shall determine to be appropriate or necessary, and the Trustees shall take such other actions in connection therewith as it determines to be appropriate or necessary in connectiontherewith. The Securities Claimant Trust shall bear all of the reasonable costs and expensesincurred in connection with determining such value, including the fees and expenses of any Persons retained by the Trustees in connection therewith.

(d) If applicable, the Trustees may request an expedited determination of taxes of the Securities Claimant Trust for all returns filed for, or on behalf of, the Securities Claimant Trust for all taxable periods through the dissolution of the Securities Claimant Trust.

(e) The Trustees shall be responsible for payments, out of the Securities Claimant Trust Assets and Securities Claimant Trust Proceeds, of any taxes imposed on the Securities Claimant Trust or the Securities Claimant Trust Assets.

(f) The Trustees may require any of the Securities Claimants to furnish to the Trustees its Employer or Taxpayer Identification Number and the Trustees may condition any distribution or payment to any of them upon receipt of such identification number.

4.2 Allocations of Securities Claimant Trust Taxable Income For U.S. Federal Income Tax Purposes

Allocations of Securities Claimant Trust taxable income among the holders of the Securities Claimant Trust Interests shall be determined by reference to the manner in which an amount of cash equal to such taxable income would be distributed (without regard to any restrictions on distributions described herein) if, immediately prior to such deemed distribution, the Securities Claimant Trust had distributed all of its other assets (valued at their tax book value) to the holders of the Securities Claimant Trust Interests, ineach case up to the tax book value of the assets treated as contributed by such holders, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Securities Claimant Trust. Similarly, taxable loss of the Securities Claimant Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining Securities Claimant Trust Assets. The tax book value of the Securities Claimant Trust Assets for this purpose shall equal their fair market value on the Plan Implementation Date (or otherwise, as applicable) as determined under Section 4.1(c) above, adjusted in either case in accordance with tax accounting principles prescribed by the Internal Revenue Code, and applicable tax regulations, and other applicable administrative and judicial authorities and pronouncements.

4.3 Canadian Tax Treatment of Distributions by Trustee

Amounts distributed by the Trustees shall be treated as distributions of income or capital for Canadian federal income tax purposes, as determined by the Trustees. The Trustees shall be entitled to file any election for tax purposes which it considers desirable or appropriate. The Trustees may create a legally enforceable right of Securities Claimants in respect of any particular distribution to enforce payment of that distribution on or before December 31 of the relevant taxation year of the Securities Claimant Trust.

ARTICLE 5 DISTRIBUTIONS

5.1 Distributions; Withholding

The Trustees shall make one or more distribution(s) from time to time of the Securities Claimant Trust Proceeds to the Securities Claimants pursuant to the Allocation and Distribution Scheme (as defined in the CCAA Plan) or in such other manner as the Trustees decide and is approved by the CCAA Court or the Ontario Court; provided, however, that in addition to the Holdbacks the Trustees are required to maintain by the SIRA, the Trustees may retain and not distribute to Securities Claimants such amounts as determined by the Trustees, in their sole discretion, (i) to fund the ongoing prosecution of the Securities Claimants Trust Claims, Assigned Claims, Ontario Class Action, U.S. Class Action, and Cross-Border Action and to pay any potential adverse costs awards or other liabilities; (ii) as are reasonably necessary to meet contingent liabilities of the Securities Claimant Trust during liquidation or otherwise; and (iii) to pay reasonable and necessary administrative expenses incurred in connection with liquidation and any taxes imposed on the Securities Claimant Trust or in respect of the Securities Claimant Trust Assets. The Trustees may withhold from amounts distributable to any Person any and all amounts, determined in the Trustees' reasonable sole discretion, to be required by any law, regulation, rule, ruling, directive or other governmental requirement.

ARTICLE 6 INDEMNIFICATION

6.1 Indemnification of Trustees

(a) To the fullest extent permitted by law, the Securities Claimant Trust, to the extent of its assets legally available for that purpose, shall indemnify and hold harmless the Trustees and each of their respective directors, members, shareholders, partners, officers, agents, employees, counsel and other professionals (collectively, the "**Indemnified Persons**") from and against any and all losses, costs, damages, reasonable and documented out-of-pocket expenses (including reasonable fees and expenses of counsel and other advisors and any court costs incurred by any IndemnifiedPerson) or liability by reason of anything any Indemnified Person did, does, or refrains from doing for the business or affairs of the Securities Claimant Trust, except to theextent that the loss, cost, damage, expense or liability resulted (i) from the Indemnified Person's gross negligence, bad faith, willful misconduct or knowing violation of law or (ii) from an act or omission from which the Indemnified Person derived an improper personal benefit. To the extent reasonable, the Securities Claimant Trust shall pay in advance or reimburse reasonable and documented out-of-pocket expenses (including advancing reasonable costs of defence) incurred by the Indemnified Person who is or is threatened to be named or made adefendant or a respondent in a proceeding concerning the business and affairs of the Securities Claimant Trust. The indemnification provided under this Section 6.1 shall survive the death, dissolution, resignation or removal, as may be applicable, of theTrustees and/or any other Indemnified Person, and shall enure to the benefit of the Trustee's, and each other Indemnified Person's heirs, successors and assigns.

(b) Any Indemnified Person may waive the benefits of indemnification under this Section 6.1, but only by an instrument in writing executed by such Indemnified Person.

(c) The rights to indemnification under this Section 6.1 are not exclusive of other rights which any Indemnified Person may otherwise have at law or in equity, including without limitation common law rights to indemnification or contribution. Nothing in this Section 6.1 will affect the rights or obligations of any Person (or the limitations on those rights or obligations) under this

Agreement, or any other agreement or instrument to which that Person is a party.

ARTICLE 7 REPORTING OBLIGATIONS OF TRUSTEE

7.1 Reports

(a) The Trustees shall timely (i) prepare, file and distribute such statements, reports, tax returns and forms, and submissions as may be necessary to cause the Securities Claimant Trust and the Trustees to be in compliance with all applicable laws (including any quarterly and annual reports to the extent required by applicable law or in order to gain an exemption from compliance with applicable law) and (ii) prepare and file with the CCAA Court such reports and submissions as may be required by the CCAA Court.

(b) The Trustees may post any report required to be provided under this Section 7.1 on a web site maintained by the Trustees in lieu of actual notice, subject to also filing such reports with the CCAA Court when required to do so.

ARTICLE 8 TERM; TERMINATION OF THE SECURITIES CLAIMANT TRUST

8.1 Term; Termination of the Securities Claimant Trust

(a) The Securities Claimant Trust shall commence on the date hereof and terminate no laterthan the tenth anniversary of the Plan Implementation Date; provided, however, that, on or prior to the date that is 90 days prior to such termination, the Trustees may extend the term of the Securities Claimant Trust if it is necessary to the efficientand proper administration of the Securities Claimant Trust Assets in accordance with the purposes and terms of this Agreement. Notwithstanding the foregoing, multiple extensions can be obtained so long as each extension is obtained not less than 90 days prior to the expiration of each extended term; and provided, further, that neither this Agreement nor the continued existence of the Securities Claimant Trust shall prevent CannTrust Holdings from terminating the CCAA Proceeding.

(b) The Securities Claimant Trust may be terminated earlier than its scheduled termination if: the Trustees have administered all Securities Claimant Trust Assets and performed all other duties required by this Agreement and the Securities Claimant Trust; or if the Trustees determine that it is not in the best interests of the Securities Claimants to continue pursuing the Assigned Claims.

8.2 Continuance of Trust for Winding Up

After the termination of the Securities Claimant Trust and for the purpose of liquidating and winding upthe affairs of the Securities Claimant Trust, the Trustees shall continue to act as such until their duties have been fully performed. Prior to the final distribution of all of the remaining assets of the Securities Claimant Trust, the Trustees shall be entitled to reserve from such assets any and all amounts required to provide for their own reasonable costs and expenses, in accordance with Section 3.14, until such time as the windingup of the Securities Claimant Trust is completed. Upon termination of the Securities Claimant Trust, the Trustees shall retain for a period of two years the books, records and other documents and files that have been delivered to or created by the Trustees. At the Trustees' discretion, all of such records and documents may, but need not, be destroyed at any time after two years from the completion and winding up of the affairs of the Securities Claimant Trust. Except as otherwise specifically provided herein, upon the termination of the Securities Claimant Trust, the Trustees shall have no further duties or obligations hereunder.

ARTICLE 9 AMENDMENT AND WAIVER

9.1 Amendment and Waiver

The Trustees may amend, supplement or waive any provision of, this Agreement, without notice to or the consent of the Securities Claimants or the approval of the CCAA Court: (i) to cure any ambiguity, omission, defect or inconsistency in this Agreement; (ii) to comply with any requirements in connection with the tax status of the Securities Claimant Trust; (iii) to comply with any requirements in connection with maintaining that the Securities Claimant Trust is not subject to registration or reporting requirements; (iv) to make the Securities Claimant Trust a reporting entity and, in such event, to comply with any requirements in connection with satisfying any applicableregistration or reporting requirements; (v) to evidence and provide for the acceptance of appointment hereunder by a successor trustee in accordance with the terms of this Agreement; and (vi) to achieve any other purpose that is not inconsistent with the purpose and intention of this Agreement; provided, that, no such amendment, supplement or waiver shall adversely affect the payments and/or distributions to be made under this Agreement.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Intention of Parties to Establish the Securities Claimant Trust

This Agreement is intended to create a liquidating trust for U.S. federal income tax purposes and,to the extent provided by law, shall be governed and construed in all respects as such a trust and any ambiguity herein shall be construed consistent herewith and, if necessary, this Agreement may be amended in accordance with Section 9.1 to comply with such federal income tax laws, which amendments may apply retroactively.

10.2 Laws as to Construction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federals laws of Canada applicable therein, without regard to whether any conflicts of law would require the application of the law of another jurisdiction.

10.3 Jurisdiction

(a) The CCAA Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby; and

(b) any and all actions related to the foregoing shall be filed and maintained only in the CCAA Court, and the parties hereby consent to and submit to the jurisdiction and venue of the CCAA Court.

10.4 Severability

If any provision of this Agreement or the application thereof to any Person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10.5 Notices

All notices, requests or other communications to the parties hereto shall be in writing and shallbe sufficiently given only if (i) delivered in person; (ii) sent by electronic mail or facsimile communication (as evidenced by a confirmed fax transmission report); (iii) sent by registered or certified mail, return receipt requested; or (iv) sent by commercial delivery service or courier. Until a change of address is communicated, as provided below, all notices, requests and other communications shall be sent to the parties at the following addresses or facsimile numbers: ●

All notices shall be effective and shall be deemed delivered (i) if by personal delivery, delivery service or courier, on the date of delivery; (ii) if by electronic mail or facsimile communication, on the date of receipt or confirmed transmission of the communication; and (iii) if by mail, onthe date of receipt. Any Person from time to time may change his, her or its address, facsimile number, or other information for the purpose of notices to that Person by giving notice specifying such change to the Trustees.

10.6 Fiscal Year

The fiscal year of the Securities Claimant Trust will begin on the first day of January and end on the last day of December of each calendar year.

10.7 Counterparts; Facsimile; PDF

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Any facsimile or portable document format copies hereof or signature hereon shall, for all purposes, be deemed originals.

10.8 Confidentiality

The Trustees and each successor trustee (each a "**Covered Person**") shall, during the period that they serve in such capacity under this Agreement and following either the termination of this Agreement or such individual's removal, incapacity, or resignation hereunder,hold strictly confidential and not use for personal gain any material, non-public information of orpertaining to any Person to which any of the assets of the Securities Claimant Trust relates and of which it has become aware in its capacity as Trustee (the "**Information**"), except to the extent disclosure of any such information is required by applicable law, order, regulation or legal process. In the event that any Covered Person is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar legal process) to disclose any Information, such Covered Person shall notify the Trustees reasonably promptly (unless prohibited by law) so that the Trustees may seek an appropriate protective order or other appropriate remedy or, in their discretion, waive compliance with the terms of this Section 10.8 (and if the Trustees seek such an order, the relevant Covered Person will provide cooperation as the Trustees shall reasonably request). In the event that no such protective order or other remedy is obtained, or that the Trustees waive compliance with the terms of this Section 10.8 and that any Covered Person is nonetheless legally compelled to disclose the Information, the Covered Person will furnish only that portion of the Information, which the Covered Person, advised by counsel, is legally required and will give the Trustees written notice (unless prohibited by law) of the Information to be disclosed as far in advance as practicable and exercise all reasonable efforts to obtain reliable assurance that confidentialtreatment will be accorded the Information.

10.9 Entire Agreement

This Agreement (including the Recitals), the CCAA Plan, and the CCAA Sanction Order constitute the entire agreement by and among the parties hereto and there are no representations, warranties, covenants or obligations except as set forth herein or therein. This Agreement, the CCAA Plan and the CCAA Sanction Order supersede all prior and contemporaneous agreements, understandings, negotiations, discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise specifically provided herein, in the CCAA Plan or in the CCAA Sanction Order, nothing in this Agreement is intended or shall be construed to confer upon or to give any Entity or Person other than the parties hereto and their respective heirs, administrators, executors, permitted successors, or permitted assigns any right to remedies under or by reason of this Agreement, except that the Persons identified in Article 6 hereof are intended third party beneficiaries of Article 6 hereof and shall be entitled to enforce the provisions thereof as if they were parties hereto.

10.10 No Bond

Notwithstanding any state or federal law to the contrary, the Trustees (including any successor trustee) shall be exempt from giving any bond or other security in any jurisdiction.

10.11 Effectiveness

This Agreement shall become effective on the Plan Implementation Date.

10.12 Successor and Assigns

This Agreement shall inure to the benefit of the parties hereto and the intended third party beneficiaries identified in Section 10.9 hereof (to the extent specified therein), and shall be binding upon the parties hereto, and each of their respective successors and assigns to the extent permitted by this Agreement and applicable law.

10.13 No Execution

All funds in the Securities Claimant Trust shall be deemed in *custodia legis* until such times as the funds have actually been paid to or for the benefit of a Securities Claimant, and no Securities Claimant or any other Person can execute upon, garnish or attach the assets of the Securities Claimant Trust in any manner or compel payment from the Securities Claimant Trust except by an order of the CCAA Court. Distributions from the Securities Claimant Trust will be governed solelyby the CCAA Plan and this Agreement.

10.14 Irrevocability

The Securities Claimant Trust is irrevocable, but is subject to amendment and waiver as provided for in this Agreement.

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as of the date first above written.

<u>CANNTRUST HOLDINGS INC.</u>:

By: __________________________________
Name:
Title:

<u>TRUSTEE</u>:

____
Name:
Title:

<u>TRUSTEE</u>:

____

Name:
Title:

SCHEDULE A

Index of Defined Terms

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,*
R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF CANNTRUST HOLDINGS INC. ET AL.

Court File No. CV-20-00638930-0CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

AFFIDAVIT OF SERGE KALLOGHLIAN
(Additional RSAs, Notice, and Claims Administration)

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CCAA Representative Counsel

TAB 3

CONFIDENTIAL

Submitted to Court subject to a request for a sealing order

TAB 4

Court File No.: CV-20-00638930-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

[Commercial List]

THE HONOURABLE	)	FRIDAY, THE 17TH
MR. JUSTICE PENNY	)	DAY OF DECEMBER, 2021

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANNTRUST HOLDINGS INC., CANNTRUST INC., CTI HOLDINGS (OSOYOOS) INC. AND ELMCLIFFE INVESTMENTS INC.

ORDER
(Additional RSAs, Notice, and Claims Administration)

THIS MOTION made by the CCAA Representatives for an order authorizing the Additional RSAs and ancillary agreements, approving the notice plan, and appointing the notice and claims administrator was heard this day by Zoom judicial video conference due to the COVID-19 pandemic.

UPON READING the materials filed by the CCAA Representatives and on hearing the submissions of counsel to the CCAA Representatives, the Applicants, the Monitor, and any such other counsel that were present as listed on the counsel slip, no appearing for any other person on the service list, although duly properly served as appears from the affidavit of service, filed:

A. SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that the time for service and filing of this motion and materials be and are hereby validated, such that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that all capitalized terms used in this Order and not expressly defined herein shall have the meanings given to them in the fourth amended and restated plan of compromise, arrangement and reorganization of CannTrust Holdings Inc., CannTrust Inc. and Elmcliffe Investments Inc. dated July 7, 2021 ("**CCAA Plan**").

B. SETTLEMENT AND SECURITIES CLAIMANT TRUST MATTERS

3. **THIS COURT ORDERS** that the Applicants and the CCAA Representatives are hereby authorized, *nunc pro tunc*, to enter into the Aceto Settlement, the ABC Settlement, the ABC Settlement Supplement, the DIC Settlement, and the Abramowitz Settlement Supplement, all as defined in the Affidavit of Serge Kalloghlian, affirmed December 6, 2021 and the Confidential Affidavit of Serge Kalloghlian, affirmed December 6, 2021.

4. **THIS COURT ORDERS** that the Confidential Affidavit of Serge Kalloghlian sworn December 6, 2021 and the exhibits thereto shall be and is hereby sealed, kept confidential, and shall not form part of the public record unless otherwise ordered by the Court.

5. **THIS COURT ORDERS** that the Trustees, and without limitation to the terms of the CCAA Representation Order, the CCAA Representatives and CCAA Representative Counsel are hereby authorized and directed to take all steps and actions, and to do all things, necessary or appropriate to implement the Aceto Settlement, the ABC Settlement, the ABC Settlement

Supplement, the DIC Settlement, and the Abramowitz Settlement Supplement in accordance and subject to their respective terms and conditions, and to enter into, execute, deliver, complete, implement and consummate all of the steps, transactions, distributions, payments, deliveries, allocations, instruments and agreements contemplated by, and subject to the respective terms and conditions of the Aceto Settlement, the ABC Settlement, the ABC Settlement Supplement, the DIC Settlement, and the Abramowitz Settlement Supplement.

6. **THIS COURT ORDERS** that the Trustees, CCAA Representatives and CCAA Representative Counsel shall incur no liability or obligation as a result of carrying out the work described at paragraph 4 of this Order, save and except for any gross negligence or wilful misconduct on their part.

B. TRUST ADMINISTRATION

7. **THIS COURT ORDERS** that the Cash Contributions paid pursuant to the CCAA Plan to the Securities Claimant Trust ("**Class Settlement Amount**") be held in a trust account ("**Trust Account**") for the benefit of the Securities Claimants.

8. **THIS COURT ORDERS** that Epiq Class Action Services is appointed as the "**Claims Administrator**" to administer the Allocation and Distribution Scheme and to manage the Trust Account under the direction of the Trustees or their successors.

9. **THIS COURT ORDERS** that the Claims Administrator, at the direction of the Trustees or their successors, is authorized to disburse out of the Trust Account: (i) the Zola Payment (as defined in the Allocation and Distribution Scheme); (ii) fees, disbursements, expenses, costs and taxes of CCAA Representative Counsel as approved by the Court; (iii) all fees, disbursements,

expenses, costs, taxes, any other amounts incurred or payable relating to approval, implementation and administration of all settlements and recoveries obtained by CCAA Representatives and CCAA Representatives for the benefit of Securities Claimants including, without limitation, the costs, fees, disbursements, taxes and expenses of notice to Securities Claimants and the fees, expenses, costs disbursements and taxes paid to the Claims Administrator for fulfilling its mandate, and any other fees and expenses ordered by the Courts; (iv) any other payments, fees, disbursements, expenses, costs, taxes payable pursuant to the terms of the RSA, an Additional RSA, related agreement and/or the CCAA Plan, including without limitation the agreements listed at paragraph 3 of this order; (v) payments as are reasonably necessary to pay reasonable and necessary administrative expenses of the Securities Claimant Trust (including costs of professionals retained thereby and banking costs), and any taxes imposed on the Securities Claimant Trust or Securities Claimant Trust Assets (together, the "**Authorized Disbursements**").

10. **THIS COURT ORDERS** that the amount of the "**Holdback**" as defined in the Allocation and Distribution Scheme may not exceed $10,000,000.00.

11. **THIS COURT ORDERS** that the Claims Administrator is authorized to distribute the Class Settlement Amount, plus any accrued interest and net of the Authorized Disbursements and Holdback ("**Class Compensation Fund**") in accordance with the Allocation and Distribution Scheme.

12. **THIS COURT ORDERS** that the Claims Administrator, at the direction of the Trustees or their successors, is authorized to distribute funds from the Holdback for the purposes described in the Affidavit of Serge Kalloghlian, affirmed December 6, 2021, and for any other purpose permitted by the Declaration of Trust and Agreement.

13. **THIS COURT ORDERS** that (i) the "**Claim Form**" for the purpose of the Allocation and Distribution Scheme substantially in the form attached as Schedule "A" is hereby approved; and (ii) the Claims Administrator may modify the Claim Form as necessary or desirable for the purpose of allowing claims to be filed electronically.

14. **THIS COURT ORDERS** that the deadline for claims to be filed pursuant to paragraph 4 of the Allocation and Distribution Scheme is March 16, 2022.

C. NOTICE

15. **THIS COURT ORDERS** that the notice to the Securities Claimants of the settlements and of the claims filing procedures and deadline ("**Notice**"), substantially in the form attached hereto as Schedule "B" is hereby approved.

16. **THIS COURT ORDERS** that the plan of disseminating the Notice ("**Notice Plan**") attached hereto as Schedule "C" is hereby approved.

17. **THIS COURT ORDERS** that the Claims Administrator is appointed to distribute the Notice in accordance with the Notice Plan.

18. **THIS COURT ORDERS** that there will be no costs on this motion.

TAB 4-A

Schedule A

[Claim Form]

Must be Submitted
No Later Than
11:59 PM (Eastern time)
on March 16, 2022

CannTrust Securities Settlements
c/o Epiq Class Action Services Canada Inc.
info@CannTrustSecuritiesSettlement.ca
P.O. Box 507 STN B
Ottawa ON K1P 5P6

Claim Number (for Internal Purposes Only):

SECURITIES CLAIMANT PROOF OF CLAIM AND RELEASE FORM

If you purchased or otherwise acquired the common stock of CannTrust Holdings Inc. ("CannTrust") during the period from June 1, 2018 through September 17, 2019, inclusive ("Class Period"), you may be entitled to share in certain settlement proceeds.

Please note, your rights under the *Personal Information Protection and Electronic Documents Act* (PIPEDA) require private-sector organizations, such as Epiq Class Action Services Canada Inc. ("**Epiq**"), the Claims Administrator, to seek your consent to collect, use and disclose your personal information only for the purposes that are stated and reasonable.

To that end, we will collect, use or disclose your personal information in accordance with our privacy notice to determine whether you are an eligible claimant in the Settlements. We may share your personal information with our affiliated and third-party Canadian based companies, and the Courts and counsel in the Actions, in accordance with our privacy notice for purposes of determining your eligibility to receive a payment from the Settlements. For more information concerning our collection, use or disclosure of your personal information, please review our privacy notice available at **https://www.canntrustsecuritiessettlement.ca/en/privacy.**

Unless otherwise provided by Canadian federal or provincial law, you may withdraw your consent at any time and such withdrawal shall be effective upon receipt by the Claims Administrator, but will not have any effect on actions taken by the Claims Administrator before it receives such revocation. If you choose to withdraw your consent, the Claims Administrator may be unable to determine your eligibility to receive a payment from the Settlements.

TABLE OF CONTENTS **PAGE NO.**

Visit www.CannTrustSecuritiesSettlement.ca

Important - *This form should be completed IN CAPITAL LETTERS using BLACK or DARK BLUE ballpoint/fountain pen. Characters and marks used should be similar in the style to the following:*

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z 1 2 3 4 5 6 7 0

SECTION I – GENERAL INSTRUCTIONS

A. Eligible Securities Claimants who wish to obtain payment pursuant to the Settlements of the Actions and all other Securities Claims against CannTrust, and related claims against others, including in the class actions styled *Hrusa et al. v. CannTrust Holdings Inc. et al.*, Court File No. CV-19-00623567-00CP (ONSC) and *In Re: CannTrust Holdings Inc. Sec. Litig.*, No. 1:19-cv-06396-JPO (S.D.N.Y.), must complete and, on page 7 below, sign this Securities Claimant Proof of Claim and Release Form ("**Claim Form**"). If you fail to submit a timely and properly addressed (as explained in paragraph E below) Claim Form, your claim may be rejected and you may not receive any recovery from the Class Compensation Fund created in connection with the above-referenced proceedings.

B. All capitalized terms used in this Claim Form that are not otherwise defined below have the meanings given in the plan of compromise, arrangement and reorganization of the CannTrust Group pursuant to the Companies' Creditors Arrangement Act (Canada) (the "**CCAA Plan**"), the settlement agreements entered into in the above-referenced proceedings (collectively, with the CCAA Plan and the related CCAA Sanction Order, the "**Settlements**"), or the Allocation and Distribution Scheme ("**A&DS**"), each of which are available at **www.CannTrustSecuritiesSettlement.ca**.

C. **Submission of this Claim Form, however, does not assure that you will share in the Class Compensation Fund**. A Securities Claimant must have a "Recognized Claim" in order to be eligible to receive a payment from the Class Compensation Fund. A Securities Claimant that has not suffered a Recognized Claim, as calculated under the Allocation and Distribution Scheme, will not be entitled to receive any portion of the Class Compensation Fund.

D. This Claim Form is directed to Securities Claimants who purchased or otherwise acquired the common stock of CannTrust during the period from June 1, 2018 through September 17, 2019, inclusive. Purchases after September 17, 2019 are not eligible for a recovery from the Class Compensation Fund because they were made after the full truth about CannTrust was allegedly disclosed to the market.

E. **THIS CLAIM FORM MUST BE SUBMITTED ONLINE AT WWW.CANNTRUSTSECURITIESSETTLEMENT.CA OR BE EMAILED TO INFO@CANNTRUSTSECURITIESSETTLEMENT.CA NO LATER THAN MARCH 16, 2022 OR, IF MAILED, BE POSTMARKED NO LATER THAN MARCH 16, 2022, ADDRESSED AS FOLLOWS:**

CannTrust Securities Settlements
c/o Epiq Class Action Services Canada Inc.
P.O. Box 507 STN B
Ottawa ON K1P 5P6

F. If you are a Securities Claimant, you are bound by and subject to the terms of the CCAA Plan, the related CCAA Sanction Order and any judgment or order entered in the Actions, including the releases provided for therein, **WHETHER OR NOT YOU SUBMIT A CLAIM FORM OR RECEIVE A PAYMENT**.

G. If you purchased or otherwise acquired CannTrust common stock and held the stock in your name, you are the beneficial owner as well as the record owner. If, however, you purchased or otherwise acquired CannTrust common stock through a third party, such as a brokerage firm, you are the beneficial owner and the third party is the record owner.

H. Use **Section II** of this form entitled "Claimant Identification" to identify each beneficial owner of the CannTrust common stock that is the subject of this Claim Form. THIS CLAIM FORM MUST BE SUBMITTED BY THE ACTUAL BENEFICIAL OWNERS OR THE LEGAL REPRESENTATIVE OF SUCH OWNERS. All joint beneficial owners must sign this claim.

I. Separate Claim Forms should be submitted for each legal entity that is a claimant (*e.g.*, a claim for joint owners should not include the transactions of just one of the joint owners, and an individual should not combine his or her RRSP or IRA transactions with transactions made solely in the individual's name). Conversely, a single Claim Form should be submitted on behalf of one legal entity including all transactions made by that legal entity on one Claim Form, no matter how many separate accounts that legal entity has (*e.g.*, an individual with multiple accounts should include all transactions made in all accounts on one Claim Form).

SECTION I – GENERAL INSTRUCTIONS (CONTINUED)

J. Executors, administrators, guardians, conservators, and trustees must complete and sign this Claim Form on behalf of persons represented by them and their authority must accompany this Claim Form and their titles or capacities must be stated. The telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

K. Use **Section III** of this form entitled "Schedule of Transactions in CannTrust Common Stock" to supply all required details of your transaction(s) in CannTrust common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet. On the schedules, provide all of the requested information with respect to your holdings, purchases/acquisitions, and sales of CannTrust common stock, whether the transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

L. The date of covering a "short sale" is deemed to be the date of purchase of CannTrust common stock. The date of a "short sale" is deemed to be the date of sale.

M. **You are required to submit genuine and sufficient documentation** for all of your transaction(s) in and holdings of CannTrust common stock, as requested in Section III of this Claim Form. Documentation may consist of copies of broker confirmation slips, broker account statements or an authorized statement from your broker containing the transactional information found in a broker confirmation slip. The Parties do not have information about your transactions in CannTrust common stock. **IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR COULD RESULT IN REJECTION OF YOUR CLAIM. Please keep a copy of all documents that you send to the Claims Administrator, do not send original documents.**

N. **NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transactions in electronic files. (This is different than the online claim portal on the settlement website.) To obtain the mandatory electronic filing requirements and file layout, please visit the website **www.CannTrustSecuritiesSettlement.ca** or you may email the Claims Administrator's electronic filing department at **info@CannTrustSecuritiesSettlement.ca.** Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email after processing your file containing your claim numbers and respective account information. Do not assume that your file has been received or processed until you receive this email.

O. **If you are a nominee (institution) submitting a claim on your own behalf or on behalf of other beneficial owners, or a claim preparer** submitting on behalf of beneficial owners, you **must** also provide the following five (5) documents:

- **a.** One (1) "Master" Claim Form
- **b.** One (1) Signature Verification Document
- **c.** One (1) Data Verification Document
- **d.** One (1) Authorization Document (if filing on behalf of clients or customers)
- **e.** One (1) Excel Spreadsheet Containing Transactions and Holdings

P. When filling out this Claim Form, type or print in the boxes below in CAPITAL LETTERS; do not use red ink, pencil or staples. If you have questions concerning the Claim Form, or need additional copies of the Claim Form, you may contact the Claims Administrator, using the above contact information or by toll-free phone at **1-833-871-5359,** or you may download the documents from **www.CannTrustSecuritiesSettlement.ca.**

SECTION II – CLAIMANT IDENTIFICATION

The Claims Administrator will use this information for all communications.

If this information changes, you MUST notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

Beneficial Owner's Name(s) (as you would like the name(s) to appear on the payment, if eligible for one)

Joint Beneficial Owner's Name(s) (as you would like the name(s) to appear on the payment, if eligible for one)

Entity Name (if claimant is not an individual)

Representative or Custodian Name (if different from Beneficial Owner(s) listed above)

Address1 (street name and number)

Address2 (apartment, unit, or box number)

City

ZIP/Postal Code

Province/Territory/State

Country

Telephone Number (home)

Telephone Number (work)

Email address (By providing an email address you authorize the Claims Administrator to use it in providing you with information relevant to this claim and the Settlements.)

Account Number(s) (list all relating to this claim)

Claimant Account Type (check appropriate box):

- o Individual (includes joint owner accounts)
- o Pension Plan
- o IRA/401K
- o Corporation
- o Estate
- o RRSP/RRIF/RESP
- o Trust
- o Other _______ (please specify)

SECTION III – SCHEDULE OF TRANSACTIONS IN CANNTRUST COMMON STOCK

1. BEGINNING HOLDINGS – State the total number of shares of CannTrust common stock held as of the opening of trading on June 1, 2018. If none, write "0" or "Zero." **(Must submit documentation.)**	

PRIMARY MARKET TRANSACTIONS (excluding shares purchased on a secondary market exchange from Section III.3)

2. PURCHASES/ACQUISITIONS OF SHARES IN MAY 2019 OFFERING – Separately list each and every purchase/acquisition of CannTrust common stock pursuant or traceable to CannTrust's May 6, 2019 Secondary Offering. **(Must submit documentation.)**

Trade Date(s) List Chronologically (MM/DD/YY)	Number of Shares Purchased or Acquired	Price Per Share ($)	Total Purchase Price ($) (excluding taxes, commissions, and fees)	Currency Type CAD/USD/EUR/ GBP
/ /		.	.	
/ /		.	.	
/ /		.	.	

SECONDARY MARKET TRANSACTIONS (excluding primary market purchases from Section III.2)

3. PURCHASES/ACQUISITIONS DURING THE CLASS PERIOD – Separately list each and every purchase/acquisition of CannTrust common stock on the secondary market from after the opening of trading on June 1, 2018 through and including the close of trading on September 17, 2019. **(Must submit documentation.)**

Trade Date(s) List Chronologically (MM/DD/YY)	Number of Shares Purchased or Acquired	Price Per Share ($)	Total Purchase Price ($) (excluding taxes, commissions, and fees)	Currency Type CAD/USD/EUR/ GBP	Transaction Type (P/R) *
/ /		.	.		
/ /		.	.		
/ /		.	.		
/ /		.	.		
/ /		.	.		
/ /		.	.		
/ /		.	.		

*** P=Purchase, R=Free Receipt (transfer in)**

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX ☐

SECTION III – SCHEDULE OF TRANSACTIONS IN CANNTRUST COMMON STOCK (CONTINUED)

4. PURCHASES/ACQUISITIONS AFTER CLASS PERIOD – State the total number of shares of CannTrust common stock purchased/acquired from after the opening of trading on September 18, 2019 through and including the close of trading on March 5, 2021.[1] **(Must submit documentation.)**	

5. SALES – Separately list each and every sale/disposition of CannTrust common stock from after the opening of trading on June 1, 2018 through and including the close of trading on March 5, 2021. **(Must submit documentation.)**

Trade Date(s) List Chronologically (MM/DD/YY)	Number of Shares Sold or Disposed of	Price Per Share ($)	Total Sale Price ($) (excluding taxes, commissions, and fees)	Currency Type CAD/USD/EUR/ GBP	Transaction Type (S/D) *
/ /		.	.		
/ /		.	.		
/ /		.	.		
/ /		.	.		
/ /		.	.		
/ /		.	.		
/ /		.	.		

*** S=Sale, D=Delivery (transfer out)**

6. ENDING HOLDINGS – State the total number of shares of CannTrust common stock held as of the close of trading on March 5, 2021. If none, write "0" or "Zero." **(Must submit documentation.)**	

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX ☐

[1] Information requested on this Claim Form with respect to your purchases after the opening of trading on September 18, 2019 through and including the close of trading on March 5, 2021 is needed in order for the Claims Administrator to confirm that you have reported all transactions. Purchases/acquisitions during this period, however, are not eligible for a recovery because such purchases/acquisitions were made after the alleged wrongdoing was allegedly fully disclosed. They will not be used for purposes of calculating your Recognized Claim pursuant to the A&DS.

SECTION IV – ACKNOWLEDGEMENTS

YOU MUST READ THE ACKNOWLEDGEMENTS BELOW AND SIGN

By signing and submitting this Claim Form, the claimant(s) or the person(s) acting on behalf of the claimant(s) certify(ies) that:

I (We) submit this Claim Form under the terms of the Allocation and Distribution Scheme (A&DS) governing the distribution of the Class Compensation Fund to Securities Claimants.

I (We) agree to furnish additional information to the Claims Administrator to support this claim, such as additional documentation for transactions in CannTrust common stock, if required to do so.

I (We) have not submitted any other claim covering the same transactions in CannTrust common stock and know of no other person having done so on my (our) behalf.

I (We) hereby warrant and represent that I am (we are) a Class Member, as defined in the A&DS, and are not an Excluded Person, as defined in the A&DS.

I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter relating to my investments in CannTrust or any other part or portion thereof.

I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases, acquisitions, and sales of CannTrust common stock that occurred during the relevant periods and the number of shares held by me (us), to the extent requested.

The A&DS is available at **www.CannTrustSecuritiesSettlement.ca.**

I (WE) DECLARE UNDER PENALTY OF PERJURY THAT ALL OF THE FOREGOING INFORMATION SUPPLIED BY THE UNDERSIGNED IS TRUE AND CORRECT.

Executed this __________ day of ____________________, ______.

____________________________	____________________________
Signature of Claimant	Type or print name of Claimant
____________________________	____________________________
Signature of Joint Claimant, if any	Type or print name of Joint Claimant

Important: If claimant is other than an individual, or is not the person completing this form, the following MUST also be provided:

____________________________	____________________________
Signature of person signing on behalf of Claimant	Type or print name of person signing on behalf of Claimant

____

Capacity of person signing on behalf of Claimant, if other than an individual
(*e.g.*, Administrator, Executor, Trustee, President, Custodian, Power of Attorney, etc.)

Proof of Authority to file is attached to this Claim Form	☐ YES	☐ NO

REMINDER CHECKLIST:

1. Please sign this Claim Form.
2. DO NOT HIGHLIGHT THE CLAIM FORM OR YOUR SUPPORTING DOCUMENTATION.
3. Attach only copies of supporting documentation as these documents will not be returned to you.
4. Keep a copy of your Claim Form for your records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail or email, within 60 days. **Your claim is not deemed submitted until you receive an acknowledgment postcard or email.** If you do not receive an acknowledgment within 60 days, please call the Claims Administrator toll free at **1-833-871-5359**.
6. If you move after submitting this Claim Form please notify the Claims Administrator of the change in your address, otherwise you may not receive additional notices or payment.

TAB 4-B

SCHEDULE B

Settlement of Canntrust Holdings Inc.
Securities Litigation

CANNTRUST SHAREHOLDERS MAY BE ENTITLED TO COMPENSATION

DEADLINE TO FILE CLAIMS: MARCH 16, 2022

Visit www.canntrustsecuritiessettlement.ca/en/claim to submit a claim.

Overview

After extensive negotiations, settlements have been reached to resolve all securities litigation against CannTrust Holdings Inc. ("**CannTrust**"), certain of its directors and officers, the underwriters of its May 2019 share offering, and its insurers ("**Settlements**"), including the securities class actions commenced in Canada and the United States (the "**Actions**"). The Actions sought to recover losses incurred by investors following CannTrust's announcement in July 2019 that it was not compliant with Health Canada regulations.

The Settlements provide for approximately CAD $126 million (before legal fees and expenses) to be distributed to certain CannTrust shareholders, described below. The Settlements have been authorized by the Superior Court of Justice (Commercial List) in Canada and the U.S. Federal Court. The Settlements are subject to certain conditions.

A separate settlement notice packet was mailed in connection with the U.S. class action and was directed to members of the U.S. Settlement Class ("**U.S. Settlement Notice**"). If you already submitted the Claim Form that accompanied the U.S. Settlement Notice, you do not need to submit an additional one.

More information about the Settlements is available at www.canntrustsecuritiessettlement.ca.

Who is eligible for compensation from the Settlements?

The following may be entitled to a recovery from the settlement proceeds (the "**Class Members**"):

All persons, wherever they reside or be domiciled, that purchased or otherwise acquired common shares of CannTrust during the period from June 1, 2018 through September 17, 2019, inclusive, (subject to certain exceptions).

How do I file a claim for compensation from the Settlement?

You must submit a valid Claim Form by March 16, 2022 in order to be eligible for payment.

You may file your claim securely online at www.canntrustsecuritiessettlement.ca/en/claim.

Alternatively, you can submit a Claim Form by mail or email. You can also obtain a Claim Form by calling the Claims Administrator at 1-833-871-5359 or emailing them at info@CannTrustSecuritiesSettlement.ca.

Who are the lawyers and do I have to pay them?

The courts have appointed the law firms A. Dimitri Lascaris Law Professional Corporation, Henein Hutchison LLP, Kalloghlian Myers LLP, Strosberg Sasso Sutts LLP, Labaton Sucharow LLP, and Weisz Fell Kour LLP to represent the interests of certain CannTrust shareholders, including the Class Members. The law firms will seek court approval of a legal fee to be paid to them out of the gross settlement amount. You do not personally have to pay the lawyers to submit a Claim Form for compensation from the Settlements

DISTRIBUTION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE

TAB 4-C

SCHEDULE C

Notice Plan

(a) by sending copies of the Notice to all persons known to CCAA Representative Counsel that have identified themselves as Securities Claimants and have provided their contact information and to all individuals and entities that request it;

(b) by placing an abbreviated form of the Notice with a URL leading to more information on the following websites for a period of 30 days;

(i) Banner ads on the Google Display Network targeting the following Affinity Audiences: "financial markets", "business news", "economic news", and "news". Impressions/views will be targeted proportionately to Canadian, European and Asian audiences, excluding US channels where possible.

(ii) Sponsored link ads on the Google Search Network in response to broadmatch searches for search terms such as but not limited to "Canntrust class action" "Canntrust recours collectif," with impressions/views targeted proportionately to Canadian, European and Asian audiences, excluding US channels where possible.

(iii) Banner ads on MarketWatch with impressions/views targeted proportionately to Canadian, European and Asian audiences, excluding US channels where possible.

(iv) Sponsored link on Stockhouse.ca.

(v) Banner ads on TheStreet.com with impressions/views targeted proportionately to Canadian, European and Asian audiences, excluding US channels where possible.

(vi) Banner and/or sponsored link ads on the Yahoo! Network in response to broadmatch searches for search terms such as but not limited to "Canntrust class action" "Canntrust recours collectif," with impressions/views targeted proportionately to Canadian, European and Asian audiences, excluding US channels where possible.

(vii) Banner and/or sponsored link ads on Bing.com Live Search in response to broadmatch searches for search terms such as but not limited to "Canntrust class action" "Canntrust recours collectif," with impressions/views targeted proportionately to Canadian, European and Asian audiences, excluding US channels where possible.

(c) by publishing the Notice, modified as necessary, once through Canada NewsWire in English and French;

(d) by publishing the Notice once in French in a weekday tablet (online) edition of La Presse+;

(e) by publishing the Notice once in English in the national print edition of The Globe and Mail, Report on Business section and in English in the national print edition of The National Post, Financial Post section.

(a) by the Claims Administrator mailing the Notice in English and French via registered mail or e-mail to the brokers identified below (the "Brokers") requesting that, within five (5) business days of receipt of the Notice the Broker forward copies of the Notice to all persons or entities for whose benefit the Broker purchased or otherwise acquired shares of CannTrust Holdings during the periods of June 1, 2018 to September 17, 2019 (the "Beneficial Owners"). For those Beneficial Owners whose email addresses are known to the Broker, the Broker may forward the Notice by email. Where the Broker does not have a valid email address for one or more Beneficial Owners, the Broker may request from info@CannTrustSecuritiesSettlement.ca sufficient copies of the Notice to mail to all such Beneficial Owners whose email addresses are not known to them. The Brokers who elect to send the Notice to their Beneficial Owners shall send a statement to info@CannTrustSecuritiesSettlement.ca confirming that the mailing, by email or regular mail, was made and shall retain their mailing records for use in connection with any further notices that may be provided in the action. Upon full compliance with this provision, the Brokers may seek reimbursement of their reasonable expenses actually incurred by providing info@CannTrustSecuritiesSettlement.ca with the proper documentation supporting the expenses for which reimbursement is sought, provided that the Brokers may only cumulatively request up to $25,000 CAD in total for the expenses relating to the distribution of the Notice to Securities Claimants. If the amounts submitted in aggregate exceed $25,000 CAD, each Broker's claim shall be reduced on a pro rata basis. Each brokerage firm must submit its account by March 16, 2022 in order to be entitled to a pro rata payment.

(i) Assante Corp

(ii) BMO Nesbitt Burns

(iii) Canaccord Capital

(iv) CIBC Wood Gundy

(v) Desjardins Securities

(vi) Dundee Wealth Management Inc.

(vii) E*Trade Canada

(viii) Edward Jones

(ix) HSBC InvestDIrect

(x) Investors Group Inc.

(xi) National Bank Financial

(xii) RBC Dominion Securities Inc.

(xiii) Raymond James Ltd.

(xiv) Scotia McLeod

(xv) TD Waterhouse

(xvi) Jarislowsky Fraser

(xvii) Montrusco Bolton

(xviii) Manulife

(xix) Fiera Capital

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANNTRUST HOLDINGS INC. ET AL.

Court File No. CV-20-00638930-0CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

ORDER
(Additional RSAs, Notice, Claims Administration)

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,*
R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF CANNTRUST HOLDINGS INC. ET AL.

Court File No. CV-20-00638930-0CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

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