

PROPOSED CLAIMS ADMINISTRATION AND ARBITRATION PROTOCOL

1. Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement.

CLAIMS ADMINISTRATOR AND ARBITRATOR

2. The Administrator's duties and responsibilities shall include the following:
 - (a) establishing, with the collaboration of Class Counsel, and maintaining a settlement website (in English and French);
 - (b) establishing and staffing a claims centre with bilingual services;
 - (c) implementing systems and procedures for receiving, processing, evaluating and making decisions respecting Claims, and reporting to Class Counsel, Maple Leaf and to the Courts respecting Claims received and administered;
 - (d) providing training and instructing personnel in such reasonable numbers as shall be required for the performance of its duties;
 - (e) keeping or causing to be kept accurate accounts of its activities and its administration of the Settlement, and preparing such reports and records that may be required pursuant to the Settlement Agreement and by the Courts;
 - (f) working with Class Members, to help ensure proper completion of all necessary forms;
 - (g) receiving and responding to inquiries and correspondence respecting Claims, supplying forms, reviewing and evaluating all Claims, requisitioning payment from the Trustee and ensuring such payments are made in accordance with the provisions of the Settlement Agreement,
 - (h) communicating with Claimants, Class Counsel, Maple Leaf, the Trustee, and the Arbitrator;
 - (h) assisting Class Counsel, as may be required, in relation to seeking approval from the Courts for the proposed distribution;
 - (i) such other duties and responsibilities as Class Counsel or the Courts may from time to time order or direct.

3. The duties and responsibilities of the arbitrator(s) appointed by the Courts (the “Arbitrator”) shall include the following:
 - (a) conducting all Arbitrations as requested by Claimants, under the Compensation Grid, or as referred to the Arbitrator by the Administrator;
 - (b) providing information to Claimants in relation to the Arbitration;
 - (c) communicating with Claimants, Class Counsel, Maple Leaf and the Administrator;
 - (d) such other duties and responsibilities as the Courts may from time to time order or direct.

4. In considering a Claim or an Arbitration, the Administrator and the Arbitrator shall have the jurisdiction to deal with all matters relating to the Claim or the Arbitration including, without limitation, the jurisdiction to:
 - (a) determine any question of law;
 - (b) determine any question of fact;
 - (c) determine any question of the jurisdiction of the Administrator or the Arbitrator;
 - (d) determine and direct the procedure to be followed in the conduct of an Arbitration;
 - (e) determine the admissibility, relevance and weight of any evidence.

The Administrator and Arbitration shall make their determinations on a balance of probabilities. The burden of proof is on the Claimant, but shall be based on all of the materials before the Administrator or Arbitrator.

CLAIMS FORMS AND OPT OUT FORMS

5. The Claim Form is attached as Schedule 1. The Opt Out Form is attached as Schedule 2.

CLAIMS PERIOD

6. Subject to paragraph 11, the Claims Period shall end on 5:00 p.m. Eastern Standard Time on July 31, 2009, or such other date as is established by the Courts.
7. Eligible Claimants are eligible to receive payment only if their Claim Form is received by the Administrator by the end of the Claims Period.

OPT OUT RESERVE FUND MANAGEMENT

8. The Administrator shall review all Opt Out Forms and allocate an Opt Out Reserve Credit to each Opt Out Claimant based solely on the information provided on the Opt Out Form. The determination of the Opt Out Reserve Credit shall be completed prior to any distribution pursuant to paragraphs 33 to 35.
9. The Administrator shall report to the Courts, on notice to the Trustee, Class Counsel and Maple Leaf, as to its preliminary calculation of the Opt Out Reserve Credits. The Opt Out Reserve Fund shall then be established pursuant to the direction of the Courts.
10. The Administrator shall review and, if correct, approve all requests by Maple Leaf for payment from the Opt Out Reserve Fund to Maple Leaf. Such requests shall be forwarded to the Trustee for payment.

ADDITIONAL INFORMATION

11. The Administrator and the Arbitrator shall have the right to request further information from the Claimant if the completed Claim Form is ambiguous, unclear, or incomplete, or if there are insufficient documents to support the claim made. Claimants will be permitted a further 60 days to provide such information or documents. The extension granted shall be set out in the letter requesting the additional information or documents.

AMOUNTS PAYABLE TO ELIGIBLE CLAIMANTS

12. Subject to the ability of the Arbitrator to make an award that differs from the Compensation Grid attached as Schedule 3, the amount payable shall be determined in accordance with the Compensation Grid, as adjusted pursuant to the Final Settlement Orders.

ARBITRATIONS

13. If the Claimant requests Arbitration and the Claimant is entitled pursuant to their Grid Categorization Level to request Arbitration, the Administrator shall forward the Claim Form and supporting materials to the Arbitrator.
14. For the Grid Categorization Levels where Claimants have the option to select the Arbitrations assessment method, the Claim Form shall designate whether the Claimant wishes to attend the Arbitration in person (an “In-Person Arbitration”), or to have the matter determined based on the written materials alone (a “Paper Arbitration”). The Claimant who requests an In Person Arbitration may reverse that request to a Paper Arbitration at any time prior to the commencement of the In-Person Arbitration.
15. Within 30 days of receipt of the Claim Form, the Arbitrator shall advise the Claimant by letter as follows:
 - (a) That the Claimant has 30 days from the delivery of the letter to submit a further 10 page brief and any relevant documents in support of their Arbitration claim (the “Arbitration Brief”); and
 - (b) The proposed date and location for the Arbitration.
16. Where practicable, an In Person Arbitration shall be conducted in the Province or Territory in which the Claimant resides, at a location chosen by the Arbitrator. The Claimant shall bear his or her own costs of attending the In Person Arbitration.
17. A copy of the Claimant’s Arbitration Brief and Claim Form (including supporting materials), shall be forwarded by the Arbitrator to Class Counsel. Class Counsel shall have the opportunity to submit a 5 page brief within 10 days from the delivery to them of the Claimant’s Arbitration Brief, and shall have the opportunity to attend any In Person Arbitration and make submissions.
18. Arbitrations shall be completed within 120 days of receipt of the Arbitration Brief by the Arbitrator, unless otherwise ordered by the Courts.
19. The procedure for an In-Person Arbitration shall be informal. The Arbitrator may conduct the Arbitration in whatever manner it considers appropriate, provided that the Claimant shall have the right to:
 - (a) make submissions, and
 - (b) attend with counsel.
20. The In-Person Arbitration shall be no more than 4 hours in length unless the Arbitrator deems more time necessary.
21. The Arbitrator shall advise the Claimant (with a copy to the Administrator and Class Counsel), of his or her decision in writing, and the amount determined to be payable. A decision shall be rendered in each Arbitration within 30 days of the Arbitration.

22. The amount payable to an Eligible Claimant in an Arbitration shall be based on legal principles in relation to quantum determination applicable in the jurisdiction in which the Eligible Claimant resides.
23. There shall be no costs payable by or to any party in relation to any arbitration.
24. The decision of the Arbitrator shall be final, and may not be the subject of any appeal.

APPEALS FROM THE ADMINISTRATOR'S ASSESSMENT

25. The Administrator shall advise any Eligible Claimant who does not request Arbitration of their assigned Grid Categorization Level and assessment regarding any special damages claimed within 60 days of the receipt of the Claim, or the receipt of additional information requested pursuant to paragraph 11, whichever is later, unless otherwise ordered by the Courts.
26. If the Eligible Claimant disagrees with their Grid Categorization or the Administrator's assessment related to entitlement to special damages, the Eligible Claimant shall have 15 days to deliver an appeal in relation to their Grid Categorization (a "Grid Categorization Appeal") or special damages assessment (a "Special Damages Appeal") to the Administrator.
27. Grid Categorization Appeals shall be made on a 1 page appeal form (the "Grid Appeal Form") provided by the Administrator to the Eligible Claimant with their original Grid Categorization. Special Damages Appeals shall be made in a brief not to exceed 10 pages (plus any additional supporting documentation) (the "Special Damages Appeal Brief").
28. Upon receipt of a Grid Categorization Appeal or Special Damages Appeal:
 - (a) The Administrator shall provide a copy of the Grid Appeal Form, Special Damages Appeal Brief and Claim Form (the "Appellant Brief") to Class Counsel;
 - (b) The Administrator and Class Counsel shall have 15 days to provide the Arbitrator with a 1 page response form ("Response Form");
 - (c) After 15 days, the Administrator will deliver the Appellant Brief and any Response Forms (the "Appeal Record") to the Arbitrator.
29. Unless otherwise provided by the Courts, subject to paragraph 30, there shall be no in person Grid Categorization or Special Damages Appeals, which will be determined on the basis of the Appeal Record alone.
30. Where the amounts in dispute in a Grid Categorization or Special Damages Appeal are \$10,000 or greater, Claimants shall have the option to elect that the Arbitration be conducted through an In-Person process.

31. The Arbitrator shall deliver a decision on Grid Categorization or Special Damages Appeals within 30 days of receipt of the Appeal Record.
32. The decision of the Arbitrator shall be final and binding.

DISTRIBUTIONS

33. Within 30 days of the resolution of all Claims, Arbitrations and Grid Categorization and Special Damages Appeals, the Administrator will determine the amount payable to each Claimant and Provincial Health Care Plan, if required. The Administrator shall report to the Courts on the proposed distribution to each Claimant and Provincial Health Care Plan, if required, on notice to Class Counsel and Maple Leaf. No amounts shall be distributed by the Administrator until the Courts grant approval of the proposed distribution.
34. If Top Up Payments or Enhanced Payments are payable thereafter, the Administrator will determine the amount of the Top Up Payments or Enhanced Payments payable to each Eligible Claimant, and will seek Approval from the Courts for the distribution of the proposed Top Up Payments or Enhanced Payments.
35. Upon receiving Court approval of proposed distributions in accordance with paragraphs 33 or 34 above, the Administrator will arrange for the approved payments to be made.

DIRECTIONS

36. On the consent of Class Counsel, the Administrator and Arbitrator may waive any technical deficiencies in Claim Forms or *de minimus* breaches of the filing deadlines set out in this Protocol,
37. The Administrator, Arbitrator or Class Counsel, may apply to the Courts for directions as to this Protocol as necessary.