

C A N A D A)
PROVINCE OF SASKATCHEWAN)

Q.B.G. No. 1173 of A.D. 2008

IN THE COURT OF QUEEN'S BENCH
JUDICIAL CENTRE OF REGINA

BETWEEN:

ESTATE OF NADIA BISHAY, JANINE BELLEGARD, and NAT DVERNICHUK

Plaintiffs,

- and -

MAPLE LEAF FOODS INC.

Defendant.

Brought Under *The Class Actions Act*

BEFORE THE HONOURABLE)
MR. JUSTICE R.L. BARCLAY)
IN CHAMBERS)

ON TUESDAY, THE 10TH
DAY OF MARCH, 2009

ORDER

UPON THE APPLICATION of the Plaintiffs pursuant to *The Class Actions Act*, S.S. 2001, c. C-12.01, as amended (the "CAA") for an order certifying this action as a class action for settlement purposes, for judgment pursuant to section 38(2) of the CAA, approving the Settlement Agreement between the parties, dated December 17, 2008, and for an order approving the fees and disbursements of Class Counsel,

ON READING the materials filed, including the following:

- (a) the Settlement Agreement and all annexes thereto;
- (b) the affidavits of:
 - (i) Diane Weinkauff, sworn February 26, 2009, with exhibits thereto;
 - (ii) E.F.A. Merchant, Q.C., sworn March 2, 2009, with exhibits thereto;

- (iii) Nadine Covill, sworn March 3, 2009, with the affidavit of Luciana Brasil, sworn February 27, 2009 (and exhibits) as an exhibit;
- (iv) Nadine Covill, sworn March 3, 2009, with the affidavit of Sakie Tambakos sworn February 27, 2009 (and exhibits) as an exhibit;
- (v) Laura Bruneau, sworn March 3, 2009, and exhibits thereto;
- (vi) Evatt Merchant, sworn March 4, 2009, with exhibits thereto;
- (vii) Liesa Spottek, sworn March 9, 2009, with exhibits thereto; and
- (viii) Nadine Covill, sworn March 9, 2009, with the affidavit of Sakie Tambakos sworn March 5, 2009 (and exhibits) as an exhibit;

AND ON BEING ADVISED that:

- (a) the parties consent to this Judgment;
- (b) Bruneau Group Inc. consents to being appointed Claims Administrator and Trustee in accordance with the Settlement Agreement;
- (c) Reva Devins and Pierre Sébastien consent to being appointed as Arbitrators in accordance with the Settlement Agreement and Claims Protocol.

AND UPON HEARING submissions of counsel for the following parties, and no objectors appearing, written objections having been considered by the Court:

- (a) E.F.A. Merchant, Q.C. on behalf of the Plaintiffs in this action as well as on behalf of Plaintiffs in proposed multi-jurisdictional class actions commenced elsewhere in Canada that involve the same or similar subject matter as this action,

including *Melvin and Option Consommateurs et al. v. Maple Leaf Foods et al.*, Court File No. 500-06-445-086 in the Superior Court of Québec (the “Québec Action”);

- (b) Robert W. Leurer, Q.C., counsel for the Defendant, Maple Leaf Foods Inc.;

IT IS HEREBY ORDERED that:

Definitions

2. **THIS COURT ORDERS AND DECLARES** that, for the purposes of this Order (the “Judgment”), the capitalized terms used herein shall have the meaning ascribed in the Settlement Agreement attached hereto as Schedule “A” (herein the “Settlement Agreement”).

Certification

3. **THIS COURT ORDERS** that:
- (a) this action is hereby certified as a class proceeding for settlement purposes only on behalf of the following classes (collectively, the “Saskatchewan Class”);

“All persons resident in Canada except for the residents of Ontario, Alberta, British Columbia and Quebec, as well as all persons resident elsewhere in the world other than Canada, excluding the defendants and their senior employees, who purchased or consumed products included in the Recall other than persons and corporations who purchased the products included in the Recall for resale purposes.” (the “Saskatchewan Primary Class”)

“All persons who by reason of his or her relationship to a member of the Class are entitled to make claims under the *Family Law Act*, R.S.O. 1990, c. F.3, or would have been entitled had such persons resided in Ontario.” (the “Family Class”)

- (b) Diane Weinkauff is hereby appointed as the representative plaintiff for the Saskatchewan Primary Class;

- (c) Diane Weinkauff is hereby appointed as the representative plaintiff for the Family Class;
- (d) Branch MacMaster, Docken & Company; Falconer Charney, LLP, Hotz Lawyers, Merchant Law Group, LLP, Rochon Genova LLP; Stevensons LLP; and Sutts, Strosberg LLP are hereby appointed as class counsel for the Saskatchewan Class;
- (e) the common issue certified is:

“What, if any, liability do the defendants have to members of the Saskatchewan Class arising from, or relating to, all claims in connection with the Recall.”
- (f) the nature of the claims asserted by the representative plaintiffs and the Saskatchewan Class are strict liability, negligence, breach of *The Consumer Protection Act*, S.S. 1996, c. C-30.1 and equivalent in other provinces, and waiver of tort; and
- (g) the relief sought by the representative plaintiffs and the Saskatchewan Class is damages, disgorgement of benefits that have accrued to the defendants and waiver of tort.

Settlement Approval

4. **THIS COURT ORDERS** that the Settlement Agreement in its entirety, including its preamble and annexes, subject to paragraphs 5 and 6 below, but excluding any elements relating to authorization and settlement approval in the provinces of Québec and Ontario, is approved and incorporated by reference into this Judgment, except as otherwise amended by this Judgment. This Judgment, including the Settlement Agreement, is binding upon the

representative plaintiffs, upon all Saskatchewan Class members who do not opt out of the Saskatchewan Class in accordance with this Judgment, and upon the defendants.

5. **THIS COURT ORDERS** that the Claims Administration and Arbitration Protocol attached hereto as Schedule "B" is approved and incorporated by reference into this Judgment.

6. **THIS COURT ORDERS** that the Settlement Agreement is revised on consent of the parties to reflect the revised definition of Family Class set out herein;

7. **THIS COURT ORDERS** that the revised Compensation Grid attached hereto as Schedule "C" is approved and incorporated by reference into this Judgment.

8. **THIS COURT ORDERS AND DECLARES** that the settlement of this action as described herein and in the Settlement Agreement:

- (a) is fair, reasonable, and in the best interests of the Saskatchewan Class;
- (b) is hereby approved pursuant to section 38 of the CAA; and
- (c) shall be implemented in accordance with the terms of the Settlement Agreement.

9. **THIS COURT ORDERS** that Bruneau Group Inc. is hereby appointed as Claims Administrator and Trustee in accordance with the Settlement Agreement and Claims Administration and Arbitration Protocol, and that all fees and disbursements of Bruneau Group Inc. are to be paid from the Settlement Funds.

10. **THIS COURT ORDERS** that Reva Devins and Pierre Sébastien be appointed as Arbitrators for the Settlement (the “Arbitrators”), that either Arbitrator shall conduct Arbitrations and appeals from the Claims Administrator's assessments, pursuant to the applicable provisions of the Settlement Agreement and Claims Administration and Arbitration Protocol, and if, for any reason, any appointed Arbitrator is unable to fulfill any of the duties set out in the Settlement Agreement and Claims Administration and Arbitration Protocol, another Arbitrator shall be appointed in his/her place.

11. **THIS COURT ORDERS** that the fees and disbursements of the Arbitrators are to be paid from the Settlement Funds.

Notice of Certification and Settlement Approval

12. **THIS COURT ORDERS** that the Saskatchewan Class members shall be given notice of certification and Settlement approval in accordance with this Judgment, substantially in the manner set out in the notice plan previously provided to the court on January 14, 2009, as amended to authorize the Claims Administrator to make inquiries about any residential institutions that may have purchased the products in the Recall and to include the residents of those institutions in the direct mail component of the notice plan (the “Notice Plan”), which plan is hereby approved and satisfies the requirements of Part IV of the CAA, including without limitation, sections 21, 23, 24 and 32 of the CAA. This Court reserves for approval the form of notice to be given to Saskatchewan Class members.

13. **THIS COURT ORDERS** that the cost of providing notice to the Saskatchewan Class of certification and Settlement approval in accordance with the Notice Plan is to be paid from the Settlement Funds.

14. **THIS COURT ORDERS** that the Claims Administrator shall file an affidavit with the court confirming that notice was given in accordance with this Judgment.

15. **THIS COURT ORDERS** that the cost of providing the Notice of Proposed Certification and Settlement is to be paid or reimbursed from the Settlement Funds.

Releases

16. **THIS COURT ORDERS** that each Saskatchewan Class member who does not opt out shall submit to the jurisdiction of this court, and that the Releasees are hereby released from any and all of the settled claims as provided for in the Settlement Agreement.

17. **THIS COURT ORDERS** that in consideration of the payments made to the Provincial Health Care Plans as provided for herein and in the Settlement Agreement, Provincial Health Care Plans will be deemed to release and forever discharge the defendants from any and all actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands whatsoever that were asserted or could have been asserted by or on behalf of any Class Member relating to the Recall. Provincial Health Care Plans may not make any claims, or take or continue any proceedings against any person, partnership, corporation, or other entity who might claim contribution or indemnity or any other relief of a monetary, declaratory or

injunctive nature from the defendants in connection with the claims released in this Settlement Agreement.

Class Counsel Fees

18. **THIS COURT ORDERS** that the following fees, disbursements and taxes of Class Counsel, which are to be paid forthwith from the Settlement Funds, are fair and reasonable and are hereby approved, with the remainder of the amounts for which approval may be sought by Class Counsel to be dealt with by further order of this court:

- (a) \$3,000,000.00, plus GST and any applicable provincial taxes;
- (b) \$113,825.36, for disbursements, plus GST and any applicable provincial taxes (provided that nothing in this Order shall preclude Class Counsel for seeking approval for the payment from the Settlement Fund of any additional disbursements, plus GST and any applicable taxes).

19. **THIS COURT RESERVES FOR FURTHER ORDER AND DISPOSITION** the requests by Merchant Law Group LLP:

- (a) for approval as a fair and reasonable fee the additional sum of \$1,650,000 as a fee payable to Class Counsel until after Enhanced Payments have been paid in full; and
- (b) for authorization to pay from the Settlement Funds its one-half share of the account paid by it and Rochon Genova LLP in the amount of \$52,792.56 to Lerners LLP.

Opting Out

20. **THIS COURT ORDERS** that Saskatchewan Primary Class members may opt out of this class proceeding by sending a fully completed Opt-Out Form, substantially in the form of the Opt-Out Form attached as Schedule “D” and all necessary supporting documentation as set out in the Opt-Out Form, to the Claims Administrator which, to be effective, must be received or postmarked on or before 90 days after publication of the Notice of Approval of Certification and Settlement (the “Opt-Out Deadline”).

21. **THIS COURT ORDERS** that if any Saskatchewan Primary Class member, or the executor, administrator or personal representative of a deceased person who, had he or she not died, would have been an Saskatchewan Primary Class member, elects to opt out of this class proceeding, each and every Family Class member related to the Saskatchewan Primary Class member who has opted out is deemed to also have opted out of this class proceeding.

22. **THIS COURT ORDERS** that any person who has opted out of this action is not bound by the Settlement Agreement and may not participate in any continuation of, amendment of, or settlement of this action.

23. **THIS COURT ORDERS** that, subject to paragraph 20, no person may opt out a minor (based on the province of residence) or mentally incapable adult without the permission of the Court on notice to the Office of the Public Guardian and Trustee.

24. **THIS COURT ORDERS** that within 30 days of the Opt-Out Deadline, the Claims Administrator shall report to the Court, the defendants and Saskatchewan Class counsel, the names of those persons, if any, who have opted out of the action.

Claims Period

25. **THIS COURT ORDERS** that, subject to a further order of the Court, the Claims Period shall expire at 4:00 p.m. Saskatchewan Standard Time (5:00 p.m. Eastern Standard Time) on November 2, 2009.

26. **THIS COURT ORDERS** that at the expiration of the Claims Period, the Claims Administrator shall report to the Court, on notice to the Trustee, Counsel and Maple Leaf as to its preliminary calculation of the Opt Out Reserve Credits. At that time the Court will give all necessary directions, including directions as to the establishment and quantum of the Opt Out Reserve Fund, and may authorize the interim distributions to the Eligible Claimants out of the balance of the Settlement Funds.

Directions

27. **THIS COURT ORDERS** that the representative plaintiffs, Class Counsel, the defendants or the Claims Administrator may apply to the Court for directions in respect of the implementation of the Settlement Agreement or any other matter related thereto, including when the Eligible Claimants shall be paid and how *Cy-Près* Payments, if any, shall be paid.

Miscellaneous

28. **THIS COURT ORDERS** that it reserves the right to approve at a later date, upon application by Class Counsel, lump sum payments to one or more of the Provincial Health Care Plans in lieu of payments on a claim by claim basis according to the value of health services provided to Eligible Claimants.

29. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved on behalf of parties under a disability.

30. **THIS COURT ORDERS** that the need for further service of the Office of the Public Guardian and Trustee, as well as the other requirements in Rules 42 through 50, inclusive, of *The Queen's Bench Rules* (Saskatchewan), except as may expressly be stated herein, are dispensed with.

31. **THIS COURT ORDERS** that it reserves for further Order and disposition the manner of payment and administration of any amounts payable to minors and persons with disabilities.

32. **THIS COURT ORDERS** that no person may bring any action or take any proceedings against the Claims Administrator, Arbitrators, Trustee or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the Settlement Agreement, the administration of the settlement terms and payments except with leave of the Court.

Contingent Approval

33. **THIS COURT ORDERS AND DECLARES** that this Judgment and approval of the Settlement Agreement is contingent upon the final approval of the Ontario Superior Court of Justice and la Cour supérieure du Québec of the same Settlement Agreement. This Judgment shall, if either the defendants or the representative plaintiffs elect, be of no force and effect in the event that:

- (a) the Ontario Superior Court of Justice and la Cour supérieure du Québec refuse to approve the Settlement Agreement and issue an order substantially in this form; or
- (b) the judgment or the certification and settlement approval order issued by the Ontario Superior Court of Justice or la Cour supérieure du Québec, or any of their significant constituent elements, are reversed, vacated, overturned, set aside or modified, by this Honourable Court or by the Ontario Superior Court of Justice or la Cour supérieure du Québec, or on appeal.

ISSUED at Regina, Saskatchewan, this ^{10th} day of March, 2009.

D/


Local Registrar

SETTLEMENT AGREEMENT

Made as of the 17th of December, 2008

Among

MAPLE LEAF FOODS INC. and MAPLE LEAF CONSUMER FOODS INC.

AND

THE PLAINTIFFS IN THE ACTIONS

AND

THE COUNSEL

WHEREAS the parties to this agreement wish to settle any and all issues among themselves in any way relating to the Recall.

NOW THEREFORE the parties to this agreement agree to settle the issues in dispute in the Actions and relating to the Recall on the following terms and conditions:

DEFINED TERMS

1. For the purposes of this agreement, the following definitions apply:
 - (a) "**Act**" means the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, as amended;
 - (b) "**Actions**" means action number CV-08-361464CP in the **Ontario Court** (the "**Bilodeau Action**"); action number CV-08-362867-00CP in the **Ontario Court** (the "**Rose Action**"); action number 08-CV-42466CP in the **Ontario Court** (the "**Cole Action**"); action number 0801-102 in the Court of Queen's Bench of Alberta; action number S086104 in the British Columbia Court; action number S086106 in the British Columbia Court; action number 500-06-000446-084 in the **Quebec Court** (the "**Option Consommateurs Action**"); action number 500-06-445-086 in the **Quebec Court** (the "**Melvin-Guay Action**"); and action number No. QB 1173 in the **Saskatchewan Court** (the "**Bishay Action**"); Cause No. MC073208 in the New Brunswick Court; action number C7-08-01-57796 in the Court of Queen's Bench of Manitoba; action number MC073208 in the Court of

Queen's Bench of New Brunswick; and action number 2008 01T 4700 in the Supreme Court of Newfoundland and Labrador Trial Division.

- (c) **"Additional Settlement Fund"** means up to \$2 million;
- (d) **"Administration Costs"** means all costs to administer and distribute the Settlement Fund including the costs and professional fees of the Administrator, Trustee, Referees and the costs of notices to the **Class** and **Family Class**;
- (e) **"Administrator"** means a person appointed by the **Courts** to administer the settlement funds;
- (f) **"Approval Hearings"** means the hearing at the **Courts** to certify the **Lead Actions** and approve the settlement of the claim;
- (g) **"Approval Orders"** means the orders of the **Courts** approving the certification and settlement;
- (h) **"Claims Period"** means the period set by the **Courts** for **Class Members** to make a claim;
- (i) **"Class" or "Class Members"** means all persons, excluding the Defendants and their senior employees, who purchased or consumed products included in the **Recall**, other than persons and corporations who purchased the products included in the **Recall** for resale purposes;
- (j) **"Compensation Grid"** means the grid detailing financial compensation to **Eligible Claimants** attached as Schedule "A" to this Agreement.
- (k) **"Courts"** means the **Ontario Court, Quebec Court, and Saskatchewan Court**;
- (l) **"Counsel"** means Merchant Law Group, Rochon Genova LLP, Branch MacMaster, Docken and Company, Falconer Charney LLP, Hotz Lawyers, Stevensons LLP, Sutts, Strosberg LLP, and Sylvestre Fafard Painchaud;
- (m) **"Counsel Fees"** means the fees, disbursements and all taxes awarded to **Counsel** by the **Courts** at the **Approval Hearings**;
- (n) **"Cy Pres Payments"** means the payments to
 1. organizations that at the time of payment are validly registered with the Minister of Revenue as a charitable organization whose purposes or objects are children's causes, food and nutritional issues, or food banks, including but not limited to the Canadian Association of Food Banks and its member organizations, Big Brothers and Big Sisters of Canada; and/or

2. universities, colleges and not-for-profit research institutes in Canada in support of food science and food safety research, including but not limited to, Canadian Research Institute for Food Safety at the University of Guelph;

as determined by Maple Leaf following meaningful consultations with Counsel and approval by the Courts;

- (o) **“Defendants”** means **Maple Leaf and MLCF**;
- (p) **“Eligible Claims”** means claims of **Class Members** or **Family Class Members** which qualify for compensation pursuant to the **Compensation Grid**.
- (q) **“Eligible Claimants”** means the **Class Members** and **Family Class Members** who meet the criteria for compensation set out in the **Compensation Grid**.
- (r) **“Enhanced Payments”** means the payments to Eligible Claimants in the manner particularized by this agreement, and by any further agreement or by the orders of the **Courts**;
- (s) **“Family Class”** or **“Family Class Members”** means all persons who by reason of his or her relationship to a member of the **Class** are entitled to make claims under any one of the following statutes as a result of the death or personal injury of a member of the **Class**:

Family Law Act, R.S.O. 1990, c. F.3; *Family Compensation Act*, R.S.B.C. 1996, c.126; *Fatal Accidents Act*, R.S.A. 2000, c. F-8; *Tortfeasors Act*, R.S.A. 2000 c. T-5; *Fatal Accidents Act*, C.C.S.M. c. F50; *Fatal Accidents Act*, R.S.N.B. 1973, c. F-7; *Fatal Accident Act*, R.S.N.L. 1990, c. F-6; *Fatal Injuries Act*, R.S.N.S. 1989, c. 163; *Fatal Accidents Act*, R.S.N.W.T. 1988, c. F-3; *Fatal Accidents Act*, R.S.P.E.I. 1988 c. F-5; *Fatal Accidents Act*, R.S.Y. 2002, c. 86; *Fatal Accidents Act*, R.S.S. 1978, c. F-11; *Civil Code of Quebec*, L.Q., 1991, c.64

- (t) **“Lead Actions”** means the Bishay Action, the Melvin-Guay Action (after consent consolidation with the Option Consommateurs Action) and the Bilodeau Action (after consent consolidation with the Rose and Cole Actions);
- (u) **“Maple Leaf”** means Maple Leaf Foods Inc.;
- (v) **“MLCF”** means Maple Leaf Consumer Foods Inc.;
- (w) **“Notice of Proposed Certification and Settlement”** means notice to the **Class Members** that the proposed consent certification and settlement will be considered by the **Courts**, published in accordance with a Court Order;
- (x) **“Notice of Approval of Certification and Settlement”** means notice to the **Class Members** that the **Courts** have certified the **Lead Actions** and approved

the settlement, and providing information as to how **Class Members** may opt out, published in accordance with a Court Order;

- (y) **“Ontario Court”** means the Ontario Superior Court of Justice;
- (z) **“Opt Out Claimant”** means a person who opts out, in accordance with the requirements for opting out, who would have been a **Class Member** or **Family Class Member** had he or she not opted out;
- (aa) **“Opt Out Reserve Credit”** means the amount the person who opted out would have been paid at the time of distribution if the person had remained a **Class Member**, including any applicable pro rata reduction;
- (bb) **“Opt Out Reserve Fund”** means the total of all **Opt Out Reserve Credits**, plus accrued interest;
- (cc) **“Opt Out Deadline”** means 90 days from the publication of the Notice of Approval of Certification and Settlement;
- (dd) **“Opt-Out Report”** means the quarterly reports to be provided by the Defendants as to settled and outstanding Opt Out Claims;
- (ee) **“Provincial Health Care Plans”** means

British Columbia Medical Services Plan; Alberta Health Care Insurance Plan; Saskatchewan Medical Care Insurance Plan; Manitoba Health Services Insurance Plan; Ontario Health Insurance Plan; Quebec Health Insurance Plan; New Brunswick Provincial Health Plan; Nova Scotia Medical Services Insurance Program; PEI Hospital and Medical Services Plan; Newfoundland and Labrador Medical Care Plan; Nunavut Health Care Plan; NWT Health Care Plan; and Yukon Health Care Insurance Plan;
- (ff) **“Quebec Court”** means Cour supérieure du Québec;
- (gg) **“Recall”** means the recall of certain food products, manufactured, processed or packaged by **Maple Leaf** and **MLCF** between January 1, 2008 and August 20, 2008, inclusive as set out in Schedule “B” hereto;
- (hh) **“Releasees”** means Maple Leaf Foods Inc., Maple Leaf Consumer Foods Inc, and their respective parents, affiliates, associates, and subsidiaries together with their past and present and future officers, directors and employees, shareholders, representatives, partners, attorneys, insurers, reinsurers, subrogees and assigns;
- (ii) **“Residue”** means the balance remaining in the Settlement Fund after full payment of all Eligible Claims at their full value, the initial payment of Class Counsel Fees and all Administrative Costs and other expenses;
- (jj) **“Saskatchewan Court”** means the Court of Queen’s Bench of Saskatchewan;

- (kk) **“Settlement Fund”** means \$25 million plus accrued interest;
- (ll) **“Top-Up Payments”** means those payments, if any, that are to be made, pursuant to the terms of this agreement, in relation to **Eligible Claims** which were subject to a *pro rata* reduction, but shall be no more than is required to compensate an **Eligible Claimant** 100% of the amount to which he or she is entitled pursuant to the **Compensation Grid**;
- (mm) **“Trustee”** means a person designated by the **Courts** to receive the payments from the **Defendants**.

CONSENT CERTIFICATION ORDERS

- 3. The following orders will be sought:
 - (a) an order of the Courts requiring the appointment of a Trustee, and publication of the Notice of Proposed Certification and Settlement pursuant to the Courts' directions. The costs of publishing the notice will be paid by the Defendants in the first instance. If the settlement is approved, the costs of this notice will be repaid to Maple Leaf from the Settlement Fund;
 - (b) at the Approval Hearings, the following orders will be sought:
 - (i) In Ontario, the Bilodeau, Rose and Cole Actions will be consolidated into the Bilodeau Action in Toronto, and a national class will be certified in the consolidated action for all residents in Ontario, British Columbia, and Alberta;
 - (ii) In Quebec, the Option Consommateurs Action will be consolidated into the Melvin-Guay Action, and a provincial class of Quebec residents will be certified in Quebec;
 - (iii) In Saskatchewan, the Bishay Action will be certified for a national class of residents of Saskatchewan, and the residents of all other provinces and territories not referenced above, as well as for non-Canadian residents.

- (c) orders discontinuing or dismissing all Actions other than the Lead Actions upon or subsequent to settlement approval, if approval is granted by the Courts.

SETTLEMENT FUND

- 4. Contemporaneous with the publication of the Notice of Proposed Certification and Settlement, the Defendants will pay to the Trustee the Settlement Fund to be held in trust.
- 5. The Trustee will invest the monies received in a bankers acceptance issued by a Schedule 1 chartered Canadian Bank.
- 6. If the Settlement is not approved, the Settlement Fund shall be returned to Maple Leaf.
- 7. All taxes payable on any interest which accrues on the Settlement Fund while in the hands of the Trustee shall be paid by the Trustee prior to any distributions.

PAYMENTS TO ELIGIBLE CLAIMANTS

- 8. The claims of the Eligible Claimants shall be paid in accordance with the Compensation Grid.
- 9. The Administrator will process claims. Arbitrations may be required. A distribution plan to be approved by the Courts will establish the necessary protocols.

10. In the event that the Eligible Claims exceed the amount available for distribution, the payments to the Eligible Claimants shall be reduced *pro rata*.
11. The Courts shall direct when the Eligible Claimants shall be paid, and in making this direction shall ensure that all Administration Costs and other appropriate expenses are provided for.

ADDITIONAL SETTLEMENT AMOUNTS

12. If the Settlement Fund less the Opt Out Reserve Credits, Counsel Fees, all administrative expenses, and all other expenses approved by the Courts, as well as payments to the Provincial Health Care Plans is insufficient to pay all Eligible Claims, the Defendants will pay up to an additional \$2 million to satisfy any such shortfall ("the Additional Settlement Fund"). For greater certainty, the Additional Settlement Fund may also be available to fund Top-Up-Payments, discussed in paragraph 23 below, but shall not be available to fund Enhanced Payments, any Counsel Fees in excess of \$5 million, or Cy-Pres Payments, discussed below.

OPT OUT CREDITS AND DISTRIBUTIONS

13. If a person opts out of the Class, his or her Family Class Members are deemed to have also opted out, and he or she is not entitled to any relief under this Agreement.
14. Those Class Members wishing to opt out of the Class must do so within 90 days from the publication of the Notice of Approval of Certification and Settlement.

15. Class Members who have commenced individual proceedings against Maple Leaf and who do not opt out by the Opt Out Deadline are bound by the terms of this Settlement Agreement and are deemed to have consented to a dismissal of their action without costs, whether or not the Class Member submits a claim and/or receives an award.
16. Any persons who do not opt out are barred from commencing an action against Maple Leaf at a later date.
17. Those Class Members wishing to Opt Out of the settlement must do so by providing notice in a form to be approved by the Court(s) containing sufficient information to permit the preliminary calculation of the Opt Out Reserve Credits, prior to the Opt Out Deadline.
18. At the expiration of the Claims Period, the Administrator shall report to the Courts, on notice to the Trustee, Counsel and Maple Leaf as to their preliminary calculation of the Opt Out Reserve Credits and the proposed distribution to the Eligible Claimants. The Courts will give all necessary directions, including directions as to the establishment and quantum of the Opt Out Reserve Fund, and may authorize the interim distributions to the Eligible Claimants out of the balance of the Settlement Fund.
19. For 2 years following the latest of the Approval Orders, on a monthly basis, Maple Leaf may request payment from the Opt Out Reserve Fund, if the Defendants have

settled or been ordered to pay an amount to an Opt Out Claimant. Maple Leaf shall be paid out of the Opt Out Reserve Fund, the lesser of:

- a) the Opt Out Reserve Credit; or
- b) the amount actually paid, by the Defendants, to an Opt Out Claimant to settle his/her claims or to satisfy a judgment.

20. In addition, beginning three (3) months after the last Approval Order, the Defendants shall report to Counsel and the Courts on a quarterly basis as to the number and value of the Opt Out Claims that have been resolved and the number and estimated value of the Opt Out Claims that remain outstanding (“the Opt-Out Reports”);
21. Counsel shall have the right to bring a motion for directions from the Courts at any time after the Defendants’ first Opt Out Report, to have the balance, or a portion of the balance, of the Opt Out Reserve Fund transferred to the Settlement Fund.
22. At the expiry of 2 years following the last of the Approval Orders, Maple Leaf may apply to the Courts for payment to it of an Opt Out Credit if any proceedings brought by Opt Out Claimants remain unresolved or outstanding.
23. At the expiry of 2 years following the latest of the Approval Orders, or at an earlier time, as contemplated by paragraph 20 herein and as may be permitted by any resulting order(s) from the Courts, if Eligible Claimants have had their claims reduced *pro rata*, and there remains a balance in the Opt Out Reserve Fund, then the amount remaining, or a portion thereof, shall be transferred to the Settlement Fund and thereafter distributed to Eligible Claimants *pro rata* (the “Top-Up Payments”), but such amounts shall only be distributed to Eligible Claimants until they have

received up to 100% of the amount to which they are entitled pursuant to the Compensation Grid.

24. Top-Up Payments will not be payable in relation to *pro rata* increases with a value of less than \$50.00.
25. If Maple Leaf has paid the Additional Settlement Fund, and following the payment of any Top-Up Payments, Maple Leaf shall be repaid from the Opt Out Reserve Fund an amount up to quantum of the Additional Settlement Fund.
26. Any monies remaining in the Opt Out Reserve Fund following these payments shall be added to the Residue.
27. Maple Leaf may bring a motion before the Courts for payment from the Settlement Fund of an increased Opt Out Credit amount, for payments made or expected to be made to an Opt Out Claimant, where that Opt Out Claimant could have arbitrated his or her claim pursuant to the Compensation Grid.
28. Except in those jurisdictions in which this paragraph runs contrary to the Rules of Professional Conduct, Counsel shall not act for Opt Out Claimants.

COUNSEL FEES

29. Counsel acknowledge that the Counsel Fee is awarded at the discretion of the Courts and must be approved by the Courts.

RESIDUAL AMOUNTS

30. If, following the full payment of:

- (a) all Eligible Claims (including Top-Up Payments, if required);
- (b) the claims of the Provincial Health Care Plans;
- (c) the initial payment of Counsel Fees; and
- (d) all Administrative Costs and other expenses,

monies remain in the Settlement Fund (the "Residue"), such Residue shall be distributed according to the following priorities:

(a) *Enhanced Payments*

- 31. All Eligible Claimants with Eligible Claims at "Physical Harm - Levels 7 and 8" as described in Schedule "A" shall be paid an Enhanced Payment equal to 15% of their Compensation Grid award, subject to *pro rata* reduction if the total of such Enhanced Payments exceeds the balance in the Residue.

(b) *Further Class Counsel Fees*

- 32. If after full payment of all Enhanced Payments, there is an outstanding balance in the Residue, Counsel may apply for a further award of Counsel Fees.

(c) *Cy-Pres Payments.*

- 33. If after disposition of Counsel's motion(s), if any, pursuant to paragraph 32, a balance still remains in the Residue, it will be distributed as Cy Pres Payments.

THE TRUSTEE AND ADMINISTRATOR WILL REPORT TO THE COURTS

- 34. The Trustee and the Administrator will report to the Courts as the Courts direct.

35. No payments will be made by the Trustee unless either authorized or approved by the Courts.

PAYMENTS TO PROVINCIAL HEALTH CARE PLANS

36. The claims of the Provincial Health Care Plans shall be paid from the Settlement Fund in the form of a lump-sum payment negotiated by Counsel with the Provincial Health Care Plans and approved by the Courts or, alternatively, shall be assessed by the Administrator on a claim by claim basis according to the value of health services provided to Eligible Claimants.
37. All payments made under this Settlement Agreement shall be full and final and include all obligations, payments or costs payable to Provincial Health Care Plans.
38. Orders will be sought at the Approval Hearings which shall include a term releasing the claims of the Provincial Health Care Plans generally in the following form:

In consideration of the payments made to the Provincial Health Care Plans set out in this Settlement Agreement, Provincial Health Care Plans will be deemed to release and forever discharge Maple Leaf from any and all actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands whatsoever that were asserted or could have been asserted by or on behalf of any Class Member relating to the Recall. Provincial Health Care Plans may not make any claims, or take or continue any proceedings against any person, partnership, corporation, or other entity who might claim contribution or indemnity or any other relief of a monetary, declaratory or injunctive nature from Maple Leaf in connection with the claims released in this Settlement Agreement.

RELEASES

39. Following the later of the Opt Out Deadline or Claim Deadline, each Class Member who does not opt out, whether or not he or she submits a claim or otherwise receives an award, will be deemed by this Agreement to have completely and unconditionally

released, forever discharged, and acquitted the Releasees from any and all of the settled claims.

40. Following the later of the Opt Out Deadline or Claim Deadline, each Class Member who does not opt out will be forever barred and enjoined from commencing, instituting or prosecuting any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively or derivatively, asserting against the Releasees any claims that relate to or constitute any Claims or Actions covered by this Settlement Agreement.

NO ADMISSIONS, NO USE

41. This Agreement, whether or not consummated, and any proceedings taken pursuant to this Agreement, are for settlement purposes only. Neither the fact of, not any provision contained in this Agreement or its Schedules, not any action taken hereunder shall be construed as, offered in evidence as, received in evidence as, and/or be deemed to be evidence of a presumption, concession, or an admission of any kind by any of the parties of the truth of any fact alleged or the validity of any claim or defence that has been, could have been, or in the future might be asserted in any litigation, court of law or equity, proceeding, arbitration, tribunal, investigation, government action, administrative forum or any other forum, or of any liability, responsibility, fault, wrongdoing or otherwise of any of the parties except as may be required to enforce or give effect to the settlement and this Settlement Agreement.

PUBLICITY


42. The parties agree that when commenting publicly on the Actions or this Settlement Agreement, they shall, *inter alia*:
- a) Inform the inquirer that the Actions have been settled to the satisfaction of all parties;
 - b) Inform the inquirer that the settlement of the Actions is fair, reasonable and in the best interests of the class; and
 - c) Decline to comment in manner that casts the conduct of any party in a negative light or reveals anything said during the settlement negotiations.

TERMINATION AGREEMENT

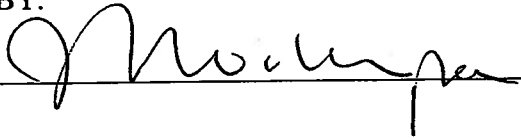
43. This Agreement shall, without notice, be automatically terminated if the Court(s) does not approve the settlement of the Action(s) and order certification of the Action(s).
44. In the event of termination, this Settlement Agreement shall have no further force or effect save and except for this section, which shall survive termination.
45. In the event of Termination, all Settlement Funds shall be returnable to Maple Leaf.
46. In the event of termination, and notwithstanding any other provisions of this Agreement, all parties shall be restored to their respective positions immediately prior to the date on which this Agreement is signed by all parties. All statutes of limitation and/or repose for all claims asserted in such cases shall be deemed to have been tolled from the date of signature of this Settlement Agreement by all parties until the date of reinstatement and reactivation, or for such longer period as the law may provide without reference to this Agreement.

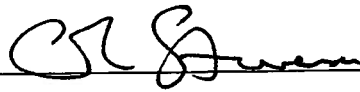
IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on his/her/their behalf by his/her/their duly authorized counsel of record, effective as of December 17, 2008.

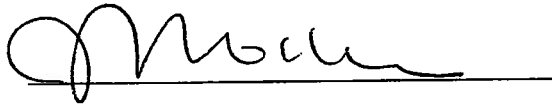
MAPLE LEAF FOODS INC. and MAPLE LEAF CONSUMER FOODS INC.

BY: 
Stieber Berlach LLP

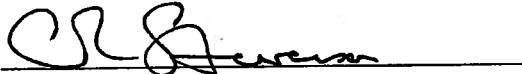
CLASS COUNSEL

BY: 
Merchant Law Group



for Hotz Lawyers


Rochon Genova LLP



for Stevensons LLP


for Branch MacMaster


for Sutts, Strosberg LLP


for Docken and Company


for Sylvestre Fafard Painchaud


for Falconer Charney LLP

Schedule "A"

INJURY LEVEL	QUALIFYING CRITERIA AND REQUIRED DOCUMENTATION	COMPENSATION
<p><u>PSYCHOLOGICAL (NON-PHYSICAL) HARM</u></p> <p><u>Level 1</u> Class members who consumed the Recalled Product and sustained psychological injuries or trauma for up to 60 days, with an onset after August 17, 2008, with no accompanying bodily injury.</p>	<ol style="list-style-type: none"> 1. Proof of purchase or retained packaging or proof of returned product OR affidavit attesting to purchase; and 2. Declaration attesting to consumption; and 3. Supporting contemporaneous medical documentation showing psychological injury or trauma relating to the recall and consumption of Recalled Meats. 	<p>\$2,000.00 per month to a total of \$4,000.00</p> <p>+ special damages supported by sworn statement and appropriate documentation, including medical documentation</p> <p>+subrogated provincial insurer payments for those insurers who have entered into retainer agreements with Counsel</p>
<p><u>Level 2</u> Class members who consumed the Recalled Product and sustained psychological injuries or trauma for up to 60 days, with an onset after August 17, 2008, with no accompanying bodily injury, if the class member falls within a group that is particularly at risk for contracting listeriosis. Health Canada has identified at risk individuals as including pregnant women and their unborn/newborn children, the elderly (65 plus) and people with weakened immune systems.</p>	<ol style="list-style-type: none"> 1. proof of purchase or retained packaging or proof of returned product OR declaration attesting to purchase and/or consumption; and 2. declaration attesting to consumption ;and 3. supporting contemporaneous medical documentation showing psychological injury or trauma relating to the recall and consumption of Recalled Meats; and 4. supporting documentation to show that claimant is a member of a high risk group. 	<p>\$3,000.00 per month to a total of \$6,000.00</p> <p>+ special damages supported by sworn statement and appropriate documentation, including medical documentation</p> <p>+subrogated provincial insurer payments for those insurers who have entered into retainer agreements with Counsel</p>

Level 3

Class members who consumed the Recalled Product and sustained psychological injuries or trauma for more than 60 days, with an onset after August 17, 2008, with no accompanying bodily injury.

1. proof of purchase or retained packaging or proof of returned product **OR** declaration attesting to purchase and/or consumption; and
2. contemporaneous medical documentation of psychological harm relating to the recall and consumption of recalled products; and
3. Supporting documentation showing that claimant is a member of a high risk group.

\$13,500.00

+ special damages supported by sworn statement and appropriate documentation
 +subrogated provincial insurer payments for those insurers who have entered into retainer agreements with Counsel

OR, ALTERNATIVELY

Arbitration is available for claimants falling into Level 3 psychological harm at the request of the claimant.

Level 4

Class members who consumed the Recalled Product and sustained psychological injuries or trauma more than 60 days, with an onset after August 17, 2008, with no accompanying bodily injury, if the class member falls within a group that is particularly at risk for contracting listeriosis. Health Canada has identified at risk individuals as including pregnant women and their unborn/newborn children, the elderly (65 plus) and people with weakened immune systems.

1. proof of purchase or retained packaging or proof of returned product **OR** declaration attesting to purchase and/or consumption; and
2. contemporaneous medical documentation of psychological harm relating to the recall and consumption of recalled products; and
3. Supporting documentation showing that claimant is a member of a high risk group.

\$17,500.00

+ special damages supported by sworn statement and appropriate documentation
 +subrogated provincial insurer payments for those insurers who have entered into retainer agreements with Counsel

OR, ALTERNATIVELY

Arbitration is available for claimants falling into Level 4 psychological harm at the request of the Claimant.

INJURY LEVEL	QUALIFYING CRITERIA AND REQUIRED DOCUMENTATION	COMPENSATION
<p><u>PHYSICAL HARM (with or without secondary psychological harm)</u></p> <p><u>Level 1</u></p> <p>Class Members who consumed the Recalled Product and sustained Physical symptoms consistent with Listeriosis lasting for 24 to 48 hours subsequent to the ingestion of Recalled Product.</p>	<ol style="list-style-type: none"> 1. Proof of purchase or retained packaging or proof of returned product OR affidavit attesting to purchase; and 2. Affidavit attesting to consumption of Recalled Meats and physical illness consistent with Listeriosis. 	<p>\$750.00 (including FLA claims), to a maximum cap of \$7.5 million for all claims in Physical Level I.</p> <p>If more than 10,000 claimants fall into this category, the \$7.5 million will be evenly divided between all claimants.</p>
<p><u>Level 2</u></p> <p>Class Members who consumed the Recalled Product and sustained Physical symptoms consistent with Listeriosis lasting for 48 hours to 1 week subsequent to the ingestion of Recalled Product.</p>	<ol style="list-style-type: none"> 1. proof of purchase or retained packaging or proof of returned product OR affidavit attesting to purchase; and 2. DECLARATION attesting to consumption of Recalled Meats and physical illness; and 3. contemporaneous medical documentation of physical illness (with or without secondary psychological harm) showing illness was caused by or consistent with physical symptoms of Listeriosis. 	<p>\$3,000.00 (including FLA claims)</p> <p>+ special damages supported by sworn statement and appropriate documentation</p> <p>+subrogated provincial insurer payments for those insurers who have entered into retainer agreements with Counsel</p>

INJURY LEVEL	QUALIFYING CRITERIA AND REQUIRED DOCUMENTATION	COMPENSATION
<p><u>Level 3</u> Class Members who consumed the Recalled Product and sustained Physical symptoms consistent with Listeriosis lasting for 1 week to 2 weeks subsequent to the ingestion of Recalled Product.</p>	<ol style="list-style-type: none"> 1. proof of purchase or retained packaging or proof of returned product OR affidavit attesting to purchase; and 2. Affidavit attesting to consumption of Recalled Meats and physical illness; and 3. contemporaneous medical documentation of physical illness (with or without secondary psychological harm) showing illness was caused by or consistent with physical symptoms of Listeriosis. 	<p>\$5,500.00 (including FLA claims)</p> <p>+ \$750.00 per day for hospitalization</p> <p>+ special damages supported by sworn statement and appropriate documentation</p> <p>+subrogated provincial insurer payments for those insurers who have entered into retainer agreements with Counsel</p>
<p><u>Level 4</u> Physical symptoms consistent with Listeriosis lasting for 2 weeks to 1 month subsequent to the ingestion of Recalled Product.</p>	<ol style="list-style-type: none"> 1. proof of purchase or retained packaging or proof of returned product OR affidavit attesting to purchase; and 2. affidavit attesting to consumption of Recalled Meats and physical illness; and 3. contemporaneous medical documentation of physical illness (with or without secondary psychological harm) showing illness was caused by or consistent with physical symptoms of Listeriosis.* <p>* Upon review of the contemporaneous medical documentation, it is open to the Claims Administrator or arbitrator to determine that the physical illness of the claimant is consistent with or caused by Listeriosis.</p>	<p>\$8,000.00 (including FLA claims)</p> <p>+ \$750.00 per day for hospitalization</p> <p>+ special damages supported by sworn statement and supporting documentation</p> <p>+subrogated provincial insurer payments for those insurers who have entered into retainer agreements with Counsel</p> <p>OR, ALTERNATIVELY</p> <p>Arbitration is available for claimants falling into Level 4 physical harm at the request of the CLAIMANT.</p>

INJURY LEVEL	QUALIFYING CRITERIA AND REQUIRED DOCUMENTATION	COMPENSATION
<p>Level 5 Class Members who consumed the Recalled Product and sustained Physical symptoms consistent with Listeriosis accompanied by secondary infection including, but not limited to meningitis, pneumonia, septicaemia, etc., but without ongoing and/or permanent physical symptoms.</p>	<ol style="list-style-type: none"> 1. proof of purchase or retained packaging or proof of returned product OR affidavit attesting to purchase; and 2. Affidavit attesting to consumption of Recalled Meats and physical illness; and 3. contemporaneous medical documentation of physical illness (with or without secondary psychological harm) showing that the illness was caused by or consistent with physical symptoms of Listeriosis. <p>* Upon review of the contemporaneous medical documentation, it is open to the Claims Administrator or arbitrator to determine that the physical illness of the claimant, including the secondary infection is consistent with Listeriosis.</p>	<p>\$35,000.00 (including FLA claims) + \$750.00 per day for hospitalization</p> <p>+ special damages supported by sworn statement and supporting documentation +subrogated provincial insurer payments for those insurers who have entered into retainer agreements with Counsel</p> <p>OR, ALTERNATIVELY</p> <p>Arbitration is available for claimants falling into Level 5 physical harm at the request of the CLAIMANT.</p>

INJURY LEVEL	QUALIFYING CRITERIA AND REQUIRED DOCUMENTATION	COMPENSATION
<p><u>Level 6</u> Class Members who consumed the Recalled Product and sustained Physical symptoms consistent with Listeriosis with or without additional complications, with ongoing and/or permanent physical symptoms.</p>	<ol style="list-style-type: none"> 1. proof of purchase or retained packaging or proof of returned product OR affidavit attesting to purchase; and 2. Affidavit attesting to consumption of Recalled Meats and physical illness; and 3. contemporaneous medical documentation of physical illness (with or without secondary psychological harm) showing that the illness was caused by or consistent with physical symptoms of Listeriosis. * and 4. Defendants at their option and expense may require medical examinations by physicians of their choosing. <p>* Upon review of the contemporaneous medical documentation, it is open to the Claims Administrator or arbitrator to determine that the physical illness of the claimant is consistent with Listeriosis.</p>	<p>\$75,000.00 (including FLA claims) + \$750.00 per day for hospitalization + special damages LOSS OF INCOME supported by sworn statement and supporting documentation +subrogated provincial insurer payments for those insurers who have entered into retainer agreements with Counsel OR, ALTERNATIVELY Arbitration is available for claimants falling into Level 6 physical harm at the request of the CLAIMANT.</p>
<p><u>Level 7</u> Class Members who consumed the Recalled Product and suffered physical symptoms consistent with Listeriosis accompanied by secondary complications involving the central nervous system (including, but not limited to, meningoencephalitis or cerebritis, rhombencephalitis, brain abscess, septic shock) and/or focal infections (including, but not</p>	<ol style="list-style-type: none"> 1. proof of purchase or retained packaging or proof of returned product OR affidavit attesting to purchase; and 2. Affidavit attesting to consumption of Recalled Meats and physical illness; and 3. contemporaneous medical documentation of physical illness (with or without secondary psychological harm) showing that the illness was caused by or consistent with physical symptoms 	<p>\$125,000.00 \$10,000 to FLA claimants for spouses, children and parents + \$750.00 per day for hospitalization + special damages LOSS OF INCOME supported by</p>

<p>limited to oculoauricular syndrome, lymphadenitis, pneumonia, empyema, myocarditis, endocarditis, septic arthritis, osteomyelitis, prosthetic joint infections, arteritis, prosthetic graft infections, spinal and brain abscess and cholecystitis, acute hepatitis, and peritonitis among others) resulting in serious and permanent impairment of physical and/or mental function</p>	<p>of Listeriosis, and</p> <p>4. Defendants at their option and expense may require medical examinations by physicians of their choosing.</p> <p>* Upon review of the contemporaneous medical documentation, it is open to the Claims Administrator or arbitrator to determine that the physical illness of the claimant is consistent with Listeriosis.</p>	<p>sworn statement and supporting documentation</p> <p>+cost of future care expenses</p> <p>+subrogated provincial insurer payments for those insurers who have entered into retainer agreements with Counsel</p> <p>OR, ALTERNATIVELY</p> <p>Arbitration is available for claimants falling into Level 7 physical harm at the request of the CLAIMANT.</p>
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INJURY LEVEL	QUALIFYING CRITERIA AND REQUIRED DOCUMENTATION	COMPENSATION
<p>Level 8 Physical symptoms consistent with Listeriosis resulting in death</p>	<ol style="list-style-type: none"> 1. proof of purchase or retained packaging or proof of returned product OR affidavit attesting to purchase; and, 2. affidavit (on information and belief if direct knowledge is not possible) attesting to consumption of Recalled Meats and physical illness; and 3. proof of death; and 4. Medical documentation of physical illness (with or without secondary psychological harm) and confirming evidence indicating that death was caused by or consistent with physical symptoms of Listeriosis. <p>* Upon review of the contemporaneous medical documentation, it is open to the Claims Administrator or arbitrator to determine that the physical illness and death of the claimant is consistent with Listeriosis.</p>	<p>\$120,000.00 for the estate; and, \$35,000.00 to FLA claimants for spouse of deceased; and, \$30,000.00 to FLA claimants for children of the deceased; and, \$20,000 to FLA claimants for-parents of the deceased; and, \$5,000.00 to FLA claimants for siblings and grandchildren of the deceased; and, Funeral expenses up to \$13,500.00 +subrogated provincial insurer payments for those insurers who have entered into retainer agreements with Counsel</p> <p>OR, ALTERNATIVELY</p> <p>Arbitration is available for claimants falling into Level 7 physical harm at the request of the estate representative of the claimant.</p>

SCHEDULE "B"

Recalled Products from Bartor Road Plant (establishment 97B)

Production Date

20-AUG

9/18/08 5:40 PM

Last updated: SE01 @ 12:30AM

Product Code	Brand	Product Name	UPC / SCC code	UP TO AND INCLUDING Best Before:	Package size
32138	Artisan Collection	All Ham Kielbassa	900 63100 32138 6	08OC22	approx 3.5 kg
32136	Artisan Collection	Montreal Smoked Meat	900 63100 32136 2	08OC15	approx 2.5 kg
32125	Artisan Collection	Oven Roasted Turkey Breast	900 63100 32125 6	08OC22	approx 4 kg
24171	Best Value	Cooked Ham	7 71212 85255 7	08OC22	375 g
38164	Best Value	Cooked Ham	7 71212 85264 9	08OC22	175 g
60271	Bitfners	Country Hearth Kielbassa	900 60811 60271 1	08OC29	approx 2 kg
60218	Bitfners	Country Hearth Peppercorn Baked Meat Loaf Smoked	900 60811 60218 6	08OC29	approx 2 kg
60250	Bitfners/Schneiders	All Ham Kielbassa	900 60811 60250 6	08OC22	approx 3.5 kg
60215	Bitfners/Schneiders	Country Hearth French Onion Baked Meat Loaf Smoked	900 60811 60215 5	08OC29	approx 2 kg
60213	Bitfners/Schneiders	Country Hearth Ham & Bacon	900 60811 60213 1	08OC29	approx 2 kg
60235	Bitfners/Schneiders	Slo-Roast Oven Roasted Boneless Turkey Breast	900 60811 60235 3	08OC22	approx 4 kg
07133	Boston Pizza	Slow Cooked shaved Roast Beef	100 63100 07133 9	09FE16	750 g
17034	Burns	Bologna	0 64000 17034 7	08OC22	4 kg
17035	Burns	Bologna	900 56839 17035 6	08OC22	approx 4 kg
24945	Burns	Bologna	0 64000 18856 4	08OC22	1 kg
29920	Burns	Bologna	0 64000 00212 9	08OC22	750 g
33030	Burns	Bologna	0 640220 4	08OC22	175 g
41450	Burns	Bologna Saddle Pak	900 63100 41450 7	08OC22	approx 4.36 kg
24759	Burns	Bung Bologna	900 56839 24759 1	08OC22	approx 4 kg
34908	Burns	Cooked Ham	0 640210 7	08OC15	375 g
35890	Burns	Cooked Ham	0 640190 4	08OC15	175 g
18015	Burns	Pepperoni	900 64000 18015 8	08DE18	approx 2.3 kg
19496	Burns	Pepperoni	0 642030 7	08OC15	375 g
46590	Burns	Pepperoni	0 640350 4	08OC15	175 g
21360	Burns	Pepperoni Bites Bite Size Snack	0 63100 21360 2	08JA02	500 g
41452	Burns	Pepperoni Saddle Pak	900 63100 41452 1	08OC15	200 g
60069	Burns	Pizza Toppings (Salami, Smoked Ham, Pepperoni)	900 60383 60069 4	08OC22	2.2 kg
10812	Burns	Salami	0 641170 7	08OC29	375 g
17981	Burns	Salami	900 64000 17981 7	08DE18	approx 2.3 kg
49743	Burns	Salami	0 640320 3	08OC29	175 g
41451	Burns	Salami Saddle Pak	900 63100 41451 4	08OC29	200 g
53640	Burns	Salami, Pepperoni, Summer Sausage	900 00000 53640 3	08OC19	3.98 kg
18007	Burns	Summer Sausage	900 64000 18007 3	08DE18	approx 2.3 kg
65757	Burns	Summer Sausage	0 640310 6	08OC15	175 g
39691	Campfire	Garlic Sausage	0 64000 03420 5	08OC22	500 g
34225	Compliments	Fat Free Chicken Breast	0 55742 38110 8	08OC22	125 g
34226	Compliments	Fat Free Turkey Breast	0 55742 38111 5	08OC22	125 g
34219	Compliments	Smoked Chicken Breast Seasoned	0 68820 10440 7	08OC22	125 g
34220	Compliments	Smoked Turkey Breast Seasoned	0 68820 10441 4	08OC22	125 g
51275	Coorsh	Smoked Meat 4x50g	0 55900 51275 7	08OC22	200 g

Recalled Products from Bartor Road Plant (establishment 97B)

Last updated: SE01 @ 12:30AM

9/18/08 5:40 PM

Production Date
20-Aug

Product Code	Brand	Product Name	UPC / SCC code	UP TO AND INCLUDING Best Before:	Package size
50499	Coorsh	Smoked Pastrami Beef Round	900 55900 50499 1	08OC22	approx 2.1 kg
17418	Country Morning	Cooked Ham	0 57316 02908 9	08OC22	175 g
82538	Country Morning	Cooked Ham	0 57316 17302 7	08OC22	375 g
24263	Equality	Cooked Ham	0 57627 35040 7	08OC22	375 g
20079	Harmonie	Cooked Ham	0 57316 07215 3	08OC22	375 g
06932	Hickory Farms	Beef Stick Beef Sausage	100 58485 06932 3	09FE16	250 g
93199	Hickory Farms	Beef Stick Beef Sausage	0 58485 93199 9	09FE16	1 kg
16963	Hickory Farms	Beef Stick Beef Sausage	100 58485 06363 4	09FE16	175 g
91004	Hickory Farms	Beef Stick Beef Sausage	0 58485 91004 8	09FE16	375 g
91017	Hickory Farms	Beef Stick Beef Sausage with Roasted Garlic	0 58485 91017 8	09FE16	375 g
00042	Hygrade	Barbeque Flavoured Sausage	0 58640 00042 3	09MA17	25 g
00052	Hygrade	Barbeque Flavoured Sausage	0 58640 00052 2	09MA17	26 g
01151	Hygrade	Cooked, Sliced Smoked Meat 4 Pack	0 58640 01151 1	08OC22	(200g) 4 x 50 g
00207	Hygrade	Garlic Bologna	0 58640 00207 6	08NO18	500 g
00040	Hygrade	Pepperoni	0 58640 00050 8	09MA17	26 g
00050	Hygrade	Pepperoni	0 58640 00050 8	09MA17	25 g
06448	Kirkland Signature	Smoked Pastrami Beef Round	0 062000 06448 0	08OC15	1 kg
82708	Maple Leaf	All Beef Bologna	0 63100 82708 3	08OC29	375 g
17183	Maple Leaf	Assorted Cooked Meats	100 56839 17183 8	08OC22	5 kg
78010	Maple Leaf	Bavarian Smokies Sausage	100 63100 78010 1	08AU20	4 kg
22101	Maple Leaf	Big Stick! Bologna	900 63100 22101 3	09FE16	approx 4.4 kg
22555	Maple Leaf	Big Stick! Bologna	900 63100 22555 4	09FE16	approx 4.4kg
22882	Maple Leaf	Big Stick! Bologna	900 63100 22882 1	08OC22	1 kg
22919	Maple Leaf	Blood Pudding	900 63100 22919 4	08OC29	approx 425 g
22388	Maple Leaf	Bologna	900 63100 22388 8	08DE18	approx 1 kg
82771	Maple Leaf	Bologna	0 63100 82771 7	08OC29	375 g
80316	Maple Leaf	Cooked Diced All white Turkey Roll	900 67052 80316 7	09AU20	approx 2.25 kg
82024	Maple Leaf	Cooked Ham	0 63100 82024 4	08OC22	375 g
78023	Maple Leaf	Debreziner Smoked Cooked Sausage	100 63100 78023 1	08AU20	4 kg
33249	Maple Leaf	Deli All Beef Salami No MSG	900 63100 33249 8	08DE18	2.4 kg
22507	Maple Leaf	Deli Bologna No MSG	900 63100 22507 3	09FE16	4.6 kg
83744	Maple Leaf	Deli Express Smoked Meat	0 63100 83744 0	08OC22	(200g) 4 x 50 g
22781	Maple Leaf	Deli Meat Macaroni and Cheese Loaf	900 63100 22781 7	08OC15	approx 3.5 kg
22829	Maple Leaf	Deli Mock Chicken Loaf Rolled in Toasted Wheat Crumbs	900 63100 22829 6	08OC15	approx 3.6 kg
83118	Maple Leaf	Deli Pepperoni No MSG	900 63100 83118 2	08DE18	approx 2.75 kg
22851	Maple Leaf	Deli Salami No MSG	900 63100 22851 7	08DE18	approx 2.8 kg
48000	Maple Leaf	Deli Shaved Corned Beef	0 62000 48019 0	08OC22	200 g
48004	Maple Leaf	Deli Shaved Honey Ham	0 62000 48017 6	08OC22	200 g
48002	Maple Leaf	Deli Shaved Smoked Ham	0 62000 48016 9	08OC22	200 g
48001	Maple Leaf	Deli Shaved Smoked Meat	0 62000 48020 6	08OC22	200 g

Recalled Products from Barlor Road Plant (establishment 97B)

Last updated: SE01 @ 12:30AM

9/18/08 5:40 PM

Production Date
20-Aug

Product Code	Brand	Product Name	UPC / SCC code	UP TO AND INCLUDING Best Before:	Package size
48003	Maple Leaf	Deli Shaved Smoked Turkey	0 62000 48018 3	08OC22	200 g
82151	Maple Leaf	Deli WiseChoice Bologna	900 63100 82151 0	08DE18	4 kg
80219	Maple Leaf	Ezee Pizza (pepperoni, italian style salami, black forest smoke ham)	0 64000 04050 3	08OC22	250 g
61380	Maple Leaf	Ezee Sub Dagwood (Salami, Bologna, Smoked Luncheon Meat)	0 63100 61380 8	08OC22	375 g
61353	Maple Leaf	Ezee Sub Gourmet (Smoked Turkey Breast, Smoked Ham, Smoked Corned Beef)	0 63100 61353 2	08OC22	250 g
61361	Maple Leaf	Ezee Sub Hero (Pepperoni, Salami, Smoked Ham)	0 63100 61361 7	08OC22	375 g
68684	Maple Leaf	Ezee Sub Turkey (Smoked Turkey Breast, Smoked Turkey Salami, Smoked Ham Style Turkey)	0 63100 68684 0	08OC22	250 g
55357	Maple Leaf	Farmers Ham Sausage Smoked Cooked	100 00000 55357 2	08AU20	1.5 kg
89442	Maple Leaf	Fully Cooked Grilled Chicken Breast Strips Seasoned and Glazed	0 63100 89442 9	08OC22	400 g
82718	Maple Leaf	Garlic Bologna	0 63100 82718 2	08NO05	375 g
78016	Maple Leaf	German Bratwurst Sausage	100 63100 78016 3	08AU20	4 kg
89425	Maple Leaf	Grilled Chicken Breast Strips Seasoned and Glazed	0 63100 89425 2	08OC22	150 g
78017	Maple Leaf	Hot Italian Sausage	100 63100 78017 0	08AU20	4 kg
83166	Maple Leaf	Hot Pepperoni	0 63100 83166 0	08OC29	250 g
41825	Maple Leaf	Louisiana Sliced Blackened Beef, Fully Cooked, Seasoned	100 63100 41825 7	08OC08	500 g
83130	Maple Leaf	Pepperoni	0 63100 83130 1	08OC29	250 g
83121	Maple Leaf	Pepperoni 50% Less Fat Than Our Regular	0 63100 83121 9	08OC29	250 g
50579	Maple Leaf	Pizza Gourmet Cooked Italian Style Sausage Pizza Topping	100 63100 50579 7	08AU20	5 kg
50583	Maple Leaf	Pizza Gourmet Cooked Spiced Beef Sausage Topping	100 63100 50583 4	08AU20	5 kg
50638	Maple Leaf	Rings Tender Pepperoni Sausage	900 00000 50638 3	08AU20	approx 24 kg
50624	Maple Leaf	Sliced Pizza Pepperoni	100 63100 50624 4	08AU20	5 kg
21331	Maple Leaf	Sliced Smoked Ham	100 63100 21331 9	08OC22	(3kg) 3 x 1 kg
08450	Maple Leaf	Smoked Pastrami Beef Round	100 00000 08450 2	08OC01	10 kg
21440	Maple Leaf	Sure-Slice Black Forest Style Smoked Ham	100 63100 21440 8	08OC22	(3kg) 3 x 1 kg
21388	Maple Leaf	Sure-Slice Combo Pack (Turkey Breast Roast, Roast Beef, Black Forest Style Smoked Ham)	100 63100 21388 3	08OC01	(3kg) 3 x 1 kg
21444	Maple Leaf	Sure-Slice Corned Beef Cooked	100 63100 21444 6	08OC15	(3kg) 3 x 1 kg
21333	Maple Leaf	Sure-Slice Roast Beef	100 63100 21333 3	08OC01	(3kg) 3 x 1 kg
21447	Maple Leaf	Sure-Slice Salami	100 63100 21447 7	08OC22	(3kg) 3 x 1 kg
21449	Maple Leaf	Sure-Slice Smoked Turkey Breast Roast	100 63100 21449 1	08OC15	(3kg) 3 x 1 kg
21334	Maple Leaf	Sure-Slice Turkey Breast Roast cooked, seasoned	100 63100 21334 0	08OC15	(3kg) 3 x 1 kg
82756	Maple Leaf	Thick Sliced Bologna	0 63100 82756 4	08OC22	375 g
22766	Maple Leaf	Deli Headcheese Gelatine Added	900 63100 22766 4	08OC22	approx 1.5 kg

Recalled Products from Bartor Road Plant (establishment 97B)

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Production Date
20-Aug

Product Code	Brand	Product Name	UPC / SCC code	UP TO AND INCLUDING Best Before:	Package size
22931	Maple Leaf Consumer Foods / Les Aliments de Consommation Maple Leaf	#2 Bologna	100 00000 22931 6	08OC22	1.5 kg
22930	Maple Leaf Consumer Foods / Les Aliments de Consommation Maple Leaf	#2 RINGS Assorted Smoked Sausage Rings	900 00000 22930 5	08OC22	approx 1.8 kg
99158	Maple Leaf Consumer Foods / Les Aliments de Consommation Maple Leaf	#2 Turkey Breast Roast Ends & Pieces Cooked	100 63100 99158 3	08OC01	1 kg
93198	Maple Leaf Consumer Foods / Les Aliments de Consommation Maple Leaf	Beef Sausage	100 00000 93198 1	09FE16	12 x 1 kg
71331	Maple Leaf Consumer Foods / Les Aliments de Consommation Maple Leaf	Cornd Beef and/or Smoked Meat	100 64875 71331 8	08OC01	2.5 kg
60243	Maple Leaf Consumer Foods / Les Aliments de Consommation Maple Leaf	Deli Gourmet Roast Beef Slices	100 00000 60243 0	08OC01	1 kg
60236	Maple Leaf Consumer Foods / Les Aliments de Consommation Maple Leaf	Oven Roasted Boneless Turkey Breast	900 60811 60236 0	08OC08	approx 4 kg
71330	Maple Leaf Consumer Foods / Les Aliments de Consommation Maple Leaf	Roast Beef Cooked, Seasoned	100 64875 71330 1	08OC01	2.5 kg
82015	Mayfair/Marque	Chopped Cooked Ham	0 59620 28662	08OC22	375 g
26365	McDonalds	Sliced Turkey Breast	100 63100 26365 9	08OC01	470 g
24355	Mitchell's	Cheddar Cheese Smoked Sausage	0 59620 74241 8	08OC22	600 g
60674	Mitchell's	Mozzarella Cheese Smoked Sausage	0 59620 74527 3	08OC22	600 g
60402	Mitchell's	Smoked Sausage	0 59620 82716 0	08OC22	600 g
02356	Mr. Sub	Seasoned Cooked Roast Beef	100 63100 02356 7	08OC08	500 g
39144	No Name	Garlic Sausage	900 60383 39144 0	08OC22	10 pcs
67768	No Name	Low Fat Smoked Turkey And Ham	0 60383 36876 0	08OC15	375 g
67776	No Name	Low Fat Smoked Turkey Breast	0 60383 36878	08OC15	375 g
82023	Olympic Fine Meats	Cooked Ham	0 59620 13439 8	08OC22	175 g
55372	Overlander	Garlic Sausage	0 693521 6	08NO05	300 g
55308	Overlander	Garlic Sausage Double Smoked	0 693081 3	08NO05	300 g
55355	Overlander	Ham Sausage	0 693551 7	08NO19	300 g
55863	Overlander	Hot Pepperoni Sticks	0 698631 7	09MA17	8 x 25 g
55353	Overlander	Kalbassa Sausage	0 693531 3	08NO19	300 g
55867	Overlander	Mild Pepperoni Sticks	0 698671 5	09MA17	8 x 25 g

Recalled Products from Bartor Road Plant (establishment 97B)

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Production Date
20-AUG

Product Code	Brand	Product Name	UPC / SCC code	UP TO AND INCLUDING Best Before:	Package size
55559	Overlander	Pepperoni	0 695591 9	08NO05	250 g
55114	Overlander	Pepperoni for Pizza	100 69100 55114 7	08OC22	3.2 kg
55351	Overlander	Polish Sausage	0 693511 9	08NO05	300 g
55558	Overlander	Salami	0 695581 2	08NO05	250 g
55551	Overlander	Summer Sausage	0 695511 3	08NO05	250 g
55350	Overlander	Ukrainian Sausage	0 693501 2	08NO18	300 g
55307	Overlander	Ukrainian Sausage Double Smoked	0 693071 6	08NO19	300 g
01742	Parma	Canadian Style Pepperoni	900 55900 01742 2	08OC29	2.5 kg
01740	Parma	Pepperoni	100 63100 01740 5	08NO05	4.5 kg
01745	Parma	Pepperoni	100 63100 01745 3	08NO05	2.5 kg
01750	Parma	Pepperoni	100 63100 01750 4	08OC29	2.5 kg
01741	Pizza Nova	Sliced Pepperoni	100 63100 01741 2	08OC29	2.5 kg
50652	Rouyn	Pizza Pepperoni	900 00000 50652 9	08AU20	approx 24 kg
81795	Safeway	Pepperoni Generic	900 00000 81795 3	08OC22	approx 4.07 kg
81809	Safeway	Salami	900 00000 81809 7	08OC22	approx 4.07 kg
88404	Safeway	Three Variety Super Pack (Salami, Pepperoni, Summer Sausage)	900 00000 88404 7	08OC22	12 x approx 790 g
02106	Schneiders	Bavarian smokies	0 64844 02105 8	08OC29	1 kg
02126	Schneiders	Cheddar smokies	0 64844 02124 9	08OC29	1 kg
09679	Schneiders	Deli Best Cooked Montreal Style Corned Beef	900 64844 09679 0	08OC15	approx 2.5 kg
24796	Schneiders	Deli Best Montreal Style Corned Beef	900 64844 24796 3	08OC15	approx 2.5 kg
09628	Schneiders	Deli Best Seasoned Cooked Roast Beef	900 64844 09628 8	08OC15	approx 2.5 kg
24802	Schneiders	Deli Best Seasoned Cooked Roast Beef	900 64844 24802 1	08OC15	approx 2.5 kg
48019	Schneiders	Deli Shaved Corned Beef	0 62000 48019 0	08OC22	200 g
48016	Schneiders	Deli Shaved Smoked Ham	0 62000 48016 9	08OC22	200 g
48017	Schneiders	Deli Shaved Smoked Honey Ham	0 62000 48017 6	08OC22	200 g
48020	Schneiders	Deli Shaved Smoked Meat	0 62000 48020 6	08OC22	200 g
48018	Schneiders	Deli Shaved Smoked Turkey Breast	0 62000 48018 3	08OC22	150 g
89461	Schneiders	Italian Style Salami	0 62000 89461 4	08OC29	100 g
60167	Schneiders	Liverwurst Creamy	0 62000 60167 0	08DE18	175 g
60165	Schneiders	Liverwurst Fine	0 62000 60165 6	08DE18	175 g
60166	Schneiders	Liverwurst with Herbs	0 62000 60166 3	08DE18	175 g
44938	Schneiders	Montreal Style Corned Beef	100 63100 44938 1	08OC15	500 g
42706	Schneiders	Roast Beef, Seasoned and Cooked	100 63100 42706 8	08OC08	500 g
89455	Schneiders	Smoked Black Forest Ham Loaf	0 62000 89455 3	08OC22	425 g
89456	Schneiders	Smoked Black Forest Ham Loaf	0 62000 89456 0	08OC22	100 g
89458	Schneiders	Smoked Turkey Breast	0 62000 89458 4	08OC15	345 g
89460	Schneiders	Spicy Pepperoni	0 62000 89460 7	08OC29	100 g
21093	Shopsys	Corned Beef	0 64875 21093 3	08OC22	(200g) 4 x 50 g
20080	Shopsys	Old Vienna All Beef Salami	0 64875 20080 4	08OC22	500 g

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20-Aug

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Last updated: SE01 @ 12:30AM

Product Code	Brand	Product Name	UPC / SCC code	UP TO AND INCLUDING Best Before:	Package size
20085	Shopsys	Pepperoni	0 64875 20085 9	09MA17	40 x 25 g
27080	Shopsys	Real Deli Corned Beef Extra Lean	900 64875 27080 0	08OC15	approx 2.5 kg
27118	Shopsys	Real Deli Montreal Style Smoked Meat Extra Lean	900 64875 27118 0	08OC15	approx 2.5 kg
21760	Shopsys	Real Deli Seasoned Fully Cooked Roast Beef Extra Lean	900 64875 21760 7	08OC15	approx 2 kg
71350	Shopsys	Sliced Pizza Pepperoni	100 63100 71350 5	08AU20	5 kg
71352	Shopsys	Sliced Pizza Pepperoni	100 64875 71352 3	08AU20	2.5 kg
07711	Swift	Bologna	900 00000 07711 1	08DE18	approx 4.5 kg
88013	The Butcher's Cut	Cooked Ham	0 58200 67415 6	08OC22	375 g
88331	The Butcher's Cut	Cooked Ham	0 58200 15184 8	08OC22	175 g
33540	Tim Hortons (MLF produced for)	Seasoned Sliced beef in Gravy	63100 33540	09FE16	5 kg
22357	Western Family	Sliced Cooked Ham	0 62639 18159 8	08OC22	175 g
22365	Western Family	Sliced Cooked Ham	0 62639 18158 1	08OC22	375 g
53635	Westfair	Pepperoni	900 60383 53635 3	08OC22	approx 3.98 kg
53627	Westfair	Salami Generic	900 60383 53627 8	08OC22	approx 3.98 kg
82457	Westfair	Sub Sandwich (Salami, Smoked Ham, Pepperoni)	900 00000 82457 9	08OC22	approx 3.91 kg
53619	Westfair	Summer Sausage	900 60383 53619 3	08OC22	approx 3.98 kg

CLAIMS ADMINISTRATION AND ARBITRATION PROTOCOL

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

CLAIMS ADMINSTRATOR 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.