

**DISTRIBUTION PROTOCOL**  
**XL FOODS CLASS ACTION GLOBAL SETTLEMENT AGREEMENT**

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## **GENERAL PRINCIPLES**

1. The procedures set forth herein are for the administration of the XL Foods Class Action Global Settlement Agreement dated April 23, 2015 (the “Settlement Agreement”) and for the submission, processing, approval, compensation, and appeal of individual Claims pursuant to the Settlement Agreement and orders of the Court.
2. The Claims Administrator may adopt additional policies and procedures for the administration of the Settlement Agreement that are consistent with this Distribution Protocol, the Settlement Agreement and orders of the Court.

## **DEFINITIONS**

3. The definitions set out in the Settlement Agreement apply to this Distribution Protocol and are incorporated herein.
4. For the purposes of this Distribution Protocol:
  - (a) ***Claim Form*** means the paper or electronic form that a Class Member must complete and submit before the Claim Deadline in order to be considered for settlement benefits under this Distribution Protocol.
  - (b) ***Claim Deadline*** means the final date on which a Class Member may submit a Claim Form under the Settlement Agreement, which is four (4) months from the date of the first publication of the Notice of Approval. For Provincial Health Insurers, the Claim Deadline means the final date on which a Provincial Health Insurer may submit a Claim Form under the Settlement Agreement, which is thirty-five (35) days after the Claims Administrator provides the information about approved Bodily Injury Claims pursuant to paragraph 15.

- (c) *Eligible Claimant* means a Class Member or Provincial Health Insurer who the Claims Administrator has identified as being entitled to receive settlement benefits.
- (d) *Provincial Health Insurer* means any Canadian province or territory who incurred Health Care Costs and who is entitled to recover such Health Care Costs pursuant to legislation.

## **DISTRIBUTION OF SETTLEMENT FUNDS**

### **Eligible Claims**

- 5. The following claims are eligible for settlement benefits:
  - (a) Economic Loss Claims;
  - (b) Bodily Injury Claims; and
  - (c) Health Care Costs.

### **Proration of Settlement Benefits**

- 6. If the total value of approved claims exceeds the available funds, the value of each claim will be reduced on a proportional basis. This proportional reduction shall apply to all categories of claims, as set out in paragraph 5.
- 7. If a proportionate distribution would result in an Eligible Claimant receiving less than CDN \$20, Class Counsel will seek further directions from the Court with respect to the distribution of the settlement funds.
- 8. Settlement benefits payable to persons resident in Quebec will be subject to deductions in respect of amounts payable to the Fonds d'aide aux recours collectifs pursuant to section

42 of *An Act respecting the Class Action*, R.S.Q., c. R-2.1 and calculated in accordance with the governing regulations.

9. Claims for persons under the age of 18 must be filed by that person's parent or legal guardian.

### **Economic Losses Claims**

10. A Class Member will be eligible for settlement benefits for Economic Loss Claims if he or she:
  - (a) submits a timely and valid Claim Form in accordance with the terms of this Distribution Protocol; and
  - (b) (i) purchased and disposed of Recalled XL Beef or Unidentifiable Beef; and (ii) did not receive a refund of the purchase price; or
  - (c) (i) purchased Recalled XL Beef; (ii) he/she or another individual(s) consumed the Recalled XL Beef and experienced illness or injury as a result; and (iii) did not receive a refund of the purchase price.
  
11. Subject to paragraphs 6 to 8, the settlement benefits payable to eligible Class Members with respect to Economic Loss Claims shall be calculated as follows:
  - (a) Settlement benefits payable to an Eligible Claimant for Recalled XL Beef and/or Unidentifiable Beef purchases, not supported by proof of purchase, shall be calculated based on the value of the Recalled XL Beef and/or Unidentifiable Beef purchases, as disclosed in the Claim Form, but shall be capped at CDN\$25 per Eligible Claimant.

- (b) Settlement benefits payable to an Eligible Claimant for Recalled XL Beef and/or Unidentifiable Beef purchases, supported by proof of purchase, shall be calculated based on the amount stated on the receipt(s).
- (c) For Class Members resident in the United States, the value of the relevant purchases shall be converted into Canadian dollars based on an exchange rate of 0.9815 (which represents the average exchange rate between August 24, 2012 and October 21, 2012).
- (d) Subject to sections (e) and (f) below, for greater certainty, an Eligible Claimant who has supporting proof of purchase for some but not all of his or her purchases of Recalled XL Beef and/or Unidentifiable Beef may claim for the entirety of the purchases. However, the calculation of his or her entitlement will be carried out separately for each portion of the purchases in accordance with subsections (a) and (b) above.
- (e) Subject to paragraph (f), settlement benefits payable pursuant to paragraph (a) shall be capped at CDN\$500,000 in the aggregate. Where the total value of approved Economic Loss Claims exceeds the cap, payments will be reduced on a proportionate basis.
- (f) Notwithstanding paragraph (e) above, if there are any settlement funds remaining after all other approved claims are paid in full, the excess funds shall be applied to payment of claims pursuant to paragraph (a).

### **Bodily Injury Claims**

12. A Class Member will be eligible for settlement benefits for Bodily Injury Claims if he or she:

- (a) submits a timely and valid Claim Form in accordance with the terms of this Distribution Protocol; and
  - (b) consumed the Recalled XL Beef and experienced illness or injury as a result.
13. Subject to paragraphs 6 to 8, the settlement benefits payable to Eligible Claimants with respect to Bodily Injury Claims shall be calculated in accordance with Schedule A.

**Health Care Costs**

14. A Provincial Health Insurer is eligible for settlement benefits for Health Care Costs if it:
- (a) has incurred Health Care Costs;
  - (b) is entitled to recover Health Care Costs pursuant to legislation; and
  - (c) provides documentation to substantiate the Health Care Costs by the Claim Deadline.
15. In order to enable Provincial Health Insurers to complete their claims, the Claims Administrator shall provide the Provincial Health Insurers with the following information about approved Bodily Injury Claims filed by Class Members resident in the applicable Canadian province or territory:
- (a) name;
  - (b) address;
  - (c) date of birth; and
  - (d) health card number.

16. Subject to paragraphs 6 and 7, the settlement benefits payable to Provincial Health Insurers with respect to Health Care Costs shall be calculated, in respect of each approved Bodily Injury Claim, based on the amount of the documented costs incurred by the Provincial Health Insurer in respect of that Bodily Injury Claim. The costs must relate to the Bodily Injury Claims and not unrelated injuries or illnesses as determined by the Claims Administrator.

***Cy Près* (Charitable) Distribution**

17. If there are settlement funds remaining after the payment of all approved claims in full, the remaining funds will be distributed *cy près* in equal shares to Food Banks Canada and Feeding America, subject to deductions in respect of amounts payable to the Fonds d'aide aux recours collectifs pursuant to section 42 of *An Act respecting the Class Action*, R.S.Q., c. R-2.1 and calculated in accordance with the governing regulations.<sup>1</sup>
18. If, eight (8) months following the issuance of payments to Eligible Claimants, a balance exists in the Account as a result of returned or uncashed cheques, interest earned on the Settlement Amount and not allocated to Eligible Claimants, or otherwise, such funds will be distributed *cy près* in equal shares to Food Banks Canada and Feeding America, subject to deductions in respect of amounts payable to the Fonds d'aide aux recours collectifs pursuant to section 42 of *An Act respecting the Class Action*, R.S.Q., c. R-2.1 and calculated in accordance with the governing regulations.

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<sup>1</sup> The payment to the Fonds will be calculated based on the amount allocated for distribution in Canada (i.e., the amount allocated to Food Banks Canada) and will be based on the assumption that the *cy pres* distribution will be allocated across Canada in proportion to the provincial populations. Statistics Canada reports that, in 2012, 23.1% of the Canadian population resides in Quebec. As a result, the payment will be calculated on 23.1% of the amount payable to Food Banks Canada.

19. To be eligible to receive the monies under this Distribution Protocol, Food Banks Canada and Feeding America must:
- (a) use the monies for the purposes outlined in the *cy prè*s proposals submitted to Siskinds LLP; and
  - (b) report to Siskinds LLP on how the monies have been used.

## **THE CLAIMS PROCESS**

### **The Claim**

#### **Economic Loss Claims**

20. For Economic Loss Claims pursuant to paragraph 10(b), the Claim Form shall require the following information:
- (a) a declaration that the Class Member:
    - (i) purchased Recalled XL Beef and/or Unidentifiable Beef;
    - (ii) disposed of the Recalled XL Beef and/or Unidentifiable Beef; and
    - (iii) did not receive a refund;
  - (b) where available, proof of purchase of the Recalled XL Beef or Unidentifiable Beef;
  - (c) authorization to the Claims Administrator to contact the Class Member, as required in order to administer the claim; and
  - (d) verification under the penalty of perjury that the information submitted in the Claim Form is true and correct.



21. For Economic Loss Claims pursuant to paragraph 10(c), the Claim Form shall require the following information. Where the Class Member is also claiming for Bodily Injury Claims, this information can be collected as part of the Claim Form for Bodily Injury Claims, such that Class Members are not required to file separate Claim Forms:

- (a) a declaration that:
  - (i) the Class Member purchased Recalled XL Beef;
  - (ii) the Class Member or another individual(s) consumed the Recalled XL Beef and experienced illness or injury as a result; and
  - (iii) the Class Member did not receive a refund;
- (b) where available, proof of purchase of the Recalled XL Beef or Unidentifiable Beef;
- (c) authorization to the Claims Administrator to contact the Class Member, as required in order to administer the claim; and
- (d) verification under the penalty of perjury that the information submitted in the Claim Form is true and correct.

**Bodily Injury Claims**

22. For Bodily Injury Claims, the Claim Form shall require the following information:

- (a) a declaration by the Class Member that he/she:
  - (i) consumed the Recalled XL Beef;
  - (ii) experienced illness or injury as a result; and

- (iii) if applicable, incurred out-of-pocket expenses as a result.
  
- (b) where available, proof of purchase of the Recalled XL Beef or Unidentifiable Beef;
  
- (c) where available, medical documentation substantiating the claim in accordance with Schedule A;
  
- (d) where applicable, documentation substantiating any claim for out-of-pocket expenses;
  
- (e) for Canadian residents, their provincial health card number;
  
- (f) for claims submitted on behalf of a minor, an “Acknowledgment of Responsibility” (pursuant to the Schedule, Form 1 of the *Minor’s Property Regulation*, Alberta Regulation 240/2004) executed by the minor’s legal guardian;
  
- (g) authorization to the Claims Administrator to contact the Class Member, as required in order to administer the claim; and
  
- (h) verification under the penalty of perjury that the information submitted in the Claim Form is true and correct.

**Health Care Costs**

23. Health Care Insurers shall be required to provide the following information in a format to be agreed upon by the Health Care Insurer and Claims Administrator:
- (a) documentation substantiating the Health Care Costs; and

- (b) authorization to the Claims Administrator to contact the Provincial Health Insurer, as required in order to administer the claim.

**The Online Claims Portal**

- 24. The Claims Administrator shall establish a website with information about the Settlement Agreement and claims process, and access to the online claim portal created pursuant to paragraph 25. The website shall be available in French and English.
- 25. The Claims Administrator shall create an online claims portal that Class Members can access in order to file a Claim Form. The online claims portal shall contain fields that require the Class Member to provide all information required as per paragraphs 20 to 22.
- 26. The Claims Administrator shall develop procedures for tracking and recording, in an electronic format, the information entered through the online claims portal or provided by Class Members who file hard copy Claim Forms.

**The Claims Filing Process**

- 27. All Claim Forms shall be submitted electronically via the online claims portal, or in paper form transmitted via regular first class mail or delivery by courier.
- 28. Subject to further court order, all Claim Forms must be submitted on or before the Claim Deadline and Claim Forms submitted after the Claim Deadline shall be rejected.
- 29. All Claim Forms submitted through the online claims portal shall be deemed to have been submitted upon transmission.
- 30. All Claim Forms submitted by mail shall be deemed to have been submitted on the postmark date of such mail. If the postmark is illegible, the Claim Form shall be deemed to have been submitted four (4) days before it was received by the Claims Administrator.

31. All Claim Forms submitted by courier shall be deemed to have been submitted on the date the package was marked as received by the courier. If the marking is illegible, the Claim Form shall be deemed to have been submitted two (2) days before it was received by the Claims Administrator.

**Deficiencies**

32. If, during claims processing, the Claims Administrator finds that deficiencies exist in a Class Member's claim that the Claims Administrator determines preclude the proper processing of such claim, the Claims Administrator shall notify the Class Member of the deficiencies. If the nature of the deficiency requires Class Members to obtain documentation from a third-party(ies) (i.e., health care providers), the Class Member shall be provided sixty-five (65) days from the mailing or emailing of the deficiency notice to correct the deficiency. For all other deficiencies, the Class Member shall be provided thirty-five (35) days from the mailing or emailing of the deficiency notice to correct the deficiency. For greater clarity, a claim brought on behalf of a minor that is not accompanied by an executed Acknowledgement of Responsibility by the minor's guardian (as described at paragraph 22(f)) will be deemed deficient and subject to the thirty-five (35) day deficiency period.
33. If the deficiencies are not corrected within the allotted time, the Claims Administrator shall reject the Claim. The Class Member will have no further opportunity to correct the deficiency. In its sole discretion, where the nature of the deficiency requires Class Members to obtain documentation from a third-party(ies), the Claims Administrator can extend the deadline for correcting deficiencies, provided that the Class Member provides proof that the required documentation was requested within thirty-five (35) days from the mailing or emailing of the deficiency notice. Notwithstanding the foregoing, for claims

brought on behalf of a minor where the only deficiency is a failure to return an executed Acknowledgement of Responsibility, further directions may be sought from the Court with respect to payment of any such claims, in accordance with paragraph 48 herein.

34. Class Members may be assisted by Class Counsel or another lawyer of their own choosing in the completion of their claim, in which case the Class Member will be responsible for any legal expenses arising from those additional individual services.

### **The Claims Review Process**

35. The Claims Administrator shall process all claims in a cost-effective and timely manner, and in accordance with the terms of the Settlement Agreement, this Distribution Protocol, and orders of the Court. The Claims Administrator's review process shall include a randomized auditing of Economic Loss Claims and an actual review of all Bodily Injury Claims and claims for Health Care Costs.
36. The Claims Administrator shall implement measures to prevent and detect fraudulent or duplicative claims. The Claims Administrator may deny any actual or possible fraudulent or duplicative claims.

### **Claims Administrator's Decision**

37. In respect of each Class Member and Provincial Health Insurer who has filed a Claim Form in accordance with the Distribution Protocol, the Claims Administrator shall:
  - (a) decide whether the Class Member or Provincial Health Insurer is eligible to receive settlement benefits;
  - (b) determine the value of the Class Member's or Provincial Health Insurer's claim;and

- (c) calculate any proration, as may be required pursuant to this Distribution Protocol.
- 38. The Claims Administrator shall send Class Members and Provincial Health Insurers, by email or regular mail, a decision as to the approval or rejection of the claim (the “Decision Notice”).
- 39. Where the Claim Administrator has rejected all or part of a claim, the Claims Administrator shall include in the Decision Notice its grounds for rejecting all or part of the claim.
- 40. The Claims Administrator’s decision will be binding upon Class Members and Provincial Health Insurers, subject to the right to appeal as outlined in this Distribution Protocol.

**Appeal of the Claims Administrator’s Decision**

- 41. Appeals will be determined by the Court. The Court’s decision is final and binding and shall not be subject to any further appeal or review whatsoever.
- 42. Class Members and Provincial Health Insurers shall be granted thirty-five (35) days from the date of the mailing or emailing of the Decision Notice to appeal the rejection (in whole or in part) of their claims.
- 43. Appeals will be on the basis of written submissions, supported by the documentation provided to the Claims Administrator by the Class Members or Provincial Health Insurer as part of the claims process. Class Members and Provincial Health Insurers are not permitted to provide any new documentation as part of the appeal. Any documentation provided as part of the appeal will not be provided to the Court for consideration.
- 44. The Claims Administrator must provide to the Court a copy of the documentation, provided by the Class Member or Provincial Health Insurer with the Claim Form or in

response to requests for additional information, the Decision Notice and any other information that might be reasonably useful in the determination of the appeal, and make written submissions to the Court as is reasonably necessary.

45. Notwithstanding the foregoing, the Court, acting in its sole discretion, can request oral submissions (to be provided via teleconference or videoconference, as required by the Court) from the Class Member, Provincial Health Insurer and/or Claims Administrator.

### **Payment of Claims**

46. The Claims Administrator shall make arrangements to pay approved claims as expeditiously as possible.
47. All settlement benefits will be calculated in Canadian Currency. Where a Claimant resides in the United States, settlement benefits will be issued by cheque in US currency, using the exchange rate at paragraph 11(c) herein. For all Canadian residents, settlement benefits will be paid by cheque in Canadian currency.
48. For claims brought on behalf of a minor, where an Acknowledgement of Responsibility has been provided, payment shall be made to the minor's guardian. Where an Acknowledgement of Responsibility has not been provided, further directions shall be sought from the Court regarding the payment of the claim.
49. To the extent that the amounts at issue in any appealed claims would not affect the amount payable in respect of all other claims, the Claims Administrator may proceed with payment of those other claims before the appeals are completed.

## **MISCELLANEOUS**

### **Investment of Settlement Funds**

50. Following appointment of the Claims Administrator by the Court, Class Counsel shall transfer the monies in the Account to the Claims Administrator. The Claims Administrator shall invest the funds in the classes of securities provided in Section 26 of the *Trustee Act*, RSO 1990, c.23, with all interest or other income on such funds being added to the monies in trust for the benefit of the Class Members and Provincial Health Insurers, and all costs and fees of the custodian and/or manager of the funds to be paid out of the interest or sole income on such funds.

### **Taxation of the Interest Earned on Settlement Funds**

51. The Claims Administrator shall take all reasonable steps to minimize the imposition of taxes upon the monies in trust, and shall have the discretion to pay any taxes imposed on such monies out of the monies in trust.

### **Reporting to Class Counsel**

52. The Claims Administrator shall provide regular reports to Class Counsel regarding the administration.

### **Communication with Class Members**

53. The Claims Administrator shall establish a toll-free call centre operational in Canada and the United States for the assistance of Class Members.
54. All written communications from the Claims Administrator to a Class Member shall be transmitted via regular first class mail to the last address provided by the Class Member to the Claims Administrator or email, if consent has been given to communicate by email. The Claims Administrator shall have no responsibility for locating Class Members for any mailing returned to the Claims Administrator as undeliverable. The Claims



Administrator shall have the discretion, but is not required, to reissue payments to Eligible Claimants returned as undeliverable under such policies and procedures as the Claims Administrator deems appropriate. Any costs associated with locating current address information for the Eligible Claimant shall be deducted from that Eligible Claimant's settlement benefits.

55. The toll-free call centre and all other means of communication shall be available in both French and English.

#### **Preservation and Disposition of Claim Submissions**

56. The Claims Administrator shall preserve, in hard copy or electronic form, as the Claims Administrator deems appropriate, the submissions relating to a claim, until the termination of one (1) year after the last claim has been paid out and/or after any appeals have been dealt with and at such time shall dispose of the submissions, by shredding or such other means as will render the materials permanently illegible.

#### **Assistance to the Claims Administrator**

57. The Claims Administrator shall have the discretion to enter into such contracts and obtain financial, accounting, medical and other expert assistance as are reasonably necessary in the implementation of the Settlement Agreement and this Distribution Protocol.

#### **Confidentiality**

58. All information received from the Class Members collected, used and retained by the Claims Administrator for the purposes of administering the Settlement Agreement, including evaluating the Class Member's eligibility status under the Settlement Agreement is protected under the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5 (PIPEDA). The information provided by the Class Members is strictly private and confidential and will not be disclosed without the prior express

written consent of the Class Member, except in accordance with the Settlement Agreement, orders of the Court, and/or this Distribution Protocol.

**SCHEDULE A - VALUE OF BODILY INJURY CLAIMS**

1. The settlement benefits payable to Eligible Claimants with respect to Bodily Injury Claims shall be calculated based on:
  - (a) the “Damages Chart” appended hereto. The Damages Chart categorizes Bodily Injury Claims based on:
    - (i) the level of evidence provided by the Class Member to substantiate the claims; and
    - (ii) the severity of injuries suffered by the Class Member.
  - (b) documented out-of-pocket expenses (available to Class Members providing level C evidence only); and
  - (c) be subject to a proportional reduction in accordance with paragraphs 2 and 3 of this Schedule, and paragraph 6 of the Distribution Protocol.
2. For Class Members resident in the United States, the value of the documented out-of-pocket expenses shall be converted into Canadian dollars based on an exchange rate in existence on the date that the expenses were incurred.
3. Subject to paragraph 4, settlement benefits payable in respect of Level A and B evidence shall be capped at CDN\$500,000 in the aggregate. Where the cap is exceeded, payments will be reduced on a proportionate basis.
4. Notwithstanding paragraph 3 above, if there are any settlement funds remaining after payment of the other Bodily Injury Claims and Health Care Costs in full, the excess funds

shall be applied to payment of the Bodily Injury Claims based on Level A and B evidence in accordance with the Damages Chart.

### Levels of Evidence

5. Class Members will be assigned one of four levels of evidence:

<b>Level A</b>	claims supported by a declaration that the Class Member consumed Recalled XL Beef and suffered illness or injury as a result
<b>Level B</b>	(i) a declaration as described under Level A; <u>and</u>  (ii) <u>one</u> of the following forms of evidence:  (A) proof of purchase Recalled XL Beef before the illness occurred;  (B) resides in the same household as persons whose illness due to <i>E. coli</i> O157:H7 infection was confirmed through Level C evidence; <u>or</u>  (C) a declaration that the Class Member contacted the XL Foods Inc. through the “hotline” implemented by XL Foods Inc. and was instructed by a representative of XL Foods Inc. not to seek medical treatment.
<b>Level C</b>	(i) a declaration as described under Level A;  (ii) physicians' notes, hospital admission records, or other medical documents created during or soon after illness by a physician, hospital, or other medical professional, recording the symptoms experienced by the Class Member; <u>and</u>  (iii) <u>one</u> of the following forms of evidence:  (A) physicians' notes, hospital admission records, or other medical documents created during or soon after illness by a physician, hospital, or other medical professional recording symptoms consistent with <i>E. coli</i> O157:H7 infection (see Level 1 injuries).  (B) physicians' notes, hospital admission records, or other medical documents created during or soon after illness by a physician, hospital, or other medical professional recording a diagnosis of <i>E. coli</i> O157:H7 infection and/or haemolytic uremic syndrome (HUS);

	<p>(C) test results from a cultured stool sample obtained and tested within 45 days of the onset of illness, confirming the presence of <i>E. coli</i> O157:H7 bacteria;</p> <p>(D) test results from a blood sample obtained and tested within the later of December 31, 2013 or 12 months of the onset of illness, confirming the presence of antibodies keyed to at least one antigen of <i>E. coli</i> O157:H7 bacteria; <u>or</u></p> <p>(E) test results from a urine sample obtained and tested within 14 days of the onset of illness, confirming the presence of <i>E. coli</i> O157:H7 bacteria.</p>
<b>Level D</b>	<p>(i) a declaration as described under Level A;</p> <p>(ii) physicians' notes, hospital admission records, or other medical documents created during or soon after illness by a physician, hospital, or other medical professional, recording the symptoms experienced by the Class Member; <u>and</u></p> <p>(iii) <u>one</u> of the forms of evidence identified in Level C(iii)(B-E); <u>or</u></p> <p>(iv) in the sole discretion of the Claims Administrator, the Claims Administrator can provide the claim to a "Special Master" to be appointed by the Court for adjudication on whether the symptoms were, on the balance of probabilities, caused by <i>E. coli</i> O157:H7 bacteria.</p>

### Severity of Injury

6. Class Members will be assigned one of six levels of injuries:

<b>Level 1</b>	<p>Class Member suffered <u>one</u> of the following symptoms:</p> <p>(i) diarrhea (watery or bloody);</p> <p>(ii) moderate to severe stomach cramps or tenderness;</p> <p>(iii) nausea; or</p> <p>(iv) vomiting.</p>
<b>Level 2</b>	<p>Class Member suffered <u>two or more</u> of the following symptoms:</p> <p>(i) diarrhea (watery or bloody);</p> <p>(ii) moderate to severe stomach cramps or tenderness;</p>

	<ul style="list-style-type: none"> <li>(iii) nausea; and</li> <li>(iv) vomiting.</li> </ul>
<b>Level 3</b>	<ul style="list-style-type: none"> <li>(i) Class Member suffered one or more of the symptoms listed in Level 1 <u>and</u>:</li> <li>(ii) suffered medium-term (i.e. between 3 and 12 months) Level 1 symptom(s) or other gastrointestinal symptoms.</li> </ul>
<b>Level 4</b>	<ul style="list-style-type: none"> <li>(i) Class Member suffered one or more of the symptoms listed in Level 1; <u>and</u></li> <li>(ii) satisfies <u>one or more</u> of the following criteria: <ul style="list-style-type: none"> <li>(A) who was hospitalized for a period not exceeding 7 days <u>and</u> whose illness was treated with any of the following methods: intravenous rehydration, blood transfusion, or kidney dialysis; <u>or</u></li> <li>(B) experienced minor complications, including due to aggravation of pre-existing medical conditions, age and/or dehydration. Minor complications shall include complications that were resolved without surgical intervention or invasive medical procedures, did not require admission into an ICU, and did not require ongoing medical intervention for a period of greater than 30 days.</li> </ul> </li> </ul>
<b>Level 5</b>	<ul style="list-style-type: none"> <li>(i) Class Member suffered one or more of the symptoms listed in Level 1; <u>and</u></li> <li>(ii) satisfies <u>one or more</u> of the following criteria: <ul style="list-style-type: none"> <li>(A) who was hospitalized for more than 7 days <u>and</u> whose illness was treated with any of the following methods for up to 6 months: intravenous rehydration, blood transfusion, or kidney dialysis;</li> <li>(B) who was diagnosed with haemolytic uremic syndrome (HUS);</li> <li>(C) experienced moderate complications, including due to aggravation of pre-existing medical conditions, age and/or dehydration. Moderate complications shall include complications that were resolved without surgical intervention or highly invasive medical procedures, did not require admission into an ICU, and required ongoing medical intervention for a period greater than 30 days, but less than 90</li> </ul> </li> </ul>

	<p>days; <u>or</u></p> <p>(D) who suffered impaired organ function for up to 90 days.</p>
<b>Level 6</b>	<p>(i) Class Member suffered one or more of the symptoms listed in Level 1 <u>and</u></p> <p>(ii) satisfies <u>one or more</u> of the following criteria:</p> <p>(A) underwent surgery to treat his or her illness;</p> <p>(B) whose illness was treated with any of the following methods for more than 6 months: intravenous rehydration, blood transfusion, or kidney dialysis;</p> <p>(C) experienced serious complications, including due to aggravation of pre-existing medical conditions, age and/or severe dehydration. Serious complications shall include complications that required surgical intervention, admission into an ICU, ongoing medical intervention for a period of greater than 90 days, and shall include any of the following complications: heart attack, stroke, coma, seizure, or injury of a similar severity;</p> <p>(D) suffered long-term (i.e. lasting at least 12 months) Level 2 symptoms or other gastrointestinal symptoms;</p> <p>(E) suffered impaired organ function for greater than 90 days and/or required organ removal/transplantation; <u>or</u></p> <p>(F) died as a result of his or her illness</p>

## DAMAGES CHART

The amounts in the chart below are subject to a proportional reduction in the event that there are not sufficient funds available to pay claims in full.

All amounts are stated in Canadian (CDN) dollars.

	Level 1 Injury	Level 2 Injury	Level 3 Injury	Level 4 Injury	Level 5 Injury	Level 6 Injury
<b>Level A Evidence</b>	\$500	\$750	NA	NA	NA	NA
<b>Level B Evidence</b>	For symptoms up to 6 days in duration: \$1,000 For symptoms exceeding 6 days in duration: \$1,500	For symptoms up to 6 days in duration: \$1,500 For symptoms exceeding 6 days in duration: \$3,000	NA	NA	NA	NA
<b>Level C Evidence</b>	For symptoms up to 6 days in duration: (i) \$1,500; and (ii) out-of-pocket expenses For symptoms exceeding 6 days in duration: (i) \$3,000; and (ii) out-of-pocket expenses	For symptoms up to 6 days in duration: (i) \$2,500; and (ii) \$1,000 per day of hospitalization to a maximum of \$6,000; and (iii) out-of-pocket expenses For symptoms exceeding 6 days in duration: (i) \$5,000, (ii) \$1,000 per day per hospitalization to a maximum of \$10,000; and (iii) out-of-pocket expenses	(i) Level 1 or Level 2 damages (and including any claim for hospitalization) as applicable; (ii) \$1,000 for each month between 3 and 12 months that the Class Member experienced symptoms; and (iii) out-of-pocket expenses	NA	NA	NA



	<b>Level 1 Injury</b>	<b>Level 2 Injury</b>	<b>Level 3 Injury</b>	<b>Level 4 Injury</b>	<b>Level 5 Injury</b>	<b>Level 6 Injury</b>
<b>Level D Evidence</b>	NA	NA	NA	(i) \$10,000; (ii) \$1,000 per day of hospitalization to a maximum of \$10,000; and (iii) out-of-pocket expenses	(i) \$50,000; (ii) \$1,000 per day of hospitalization to a maximum of \$20,000; and (iii) out-of-pocket expenses	(i) \$100,000; (ii) \$1,000 per day of hospitalization to a maximum of \$30,000; and (iii) out-of-pocket expenses  \$100,000 payable to estate of any Class Member who died from consuming Recalled XL Beef