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## DISTRIBUTION PROTOCOL

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## I. GENERAL PRINCIPLES

1. The proceedings set out herein relate to the administration of the class action concerning the Montana brand frozen strawberries from Egypt and derived products using such strawberries sold by Adonis stores, as well as the submission, processing, approval, indemnification and appeal of individual claims relating to this class action by virtue of the judgments of the Court and of the settlement concluded between the Parties to the dispute (hereinafter “**Settlement Agreement**”).
2. The Claims Administrator may adopt additional policies and procedures for the administration of the Settlement Agreement, provided they comply with this Distribution Protocol, the Settlement Agreement and the judgments of the Court.
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 Deadline** means the last day on which a Class Member may submit a Claim Form under the Settlement Agreement, which will be six (6) months from the date of first publication of the Notice of Approval.
  - b) **Claim Form** means the electronic or paper format form that a Class Member will be required to complete and submit by the Claim Deadline to be considered to receive settlement benefits under this Distribution Protocol.
  - c) **Eligible Claimant** means a Class Member identified by the Claims Administrator as eligible to receive settlement compensation.

## II. DISTRIBUTION OF THE NET SETTLEMENT AMOUNT

### A) Eligible Claims

5. The following claims are eligible for settlement benefits :
  - a) Claims for Economic Loss (Buyer Sub-class);
  - b) Claims for Vaccination (Vaccinated Sub-class);
  - c) Claims for Bodily Injury (Infected Sub-class); and
  - d) Claims for Family Members (Family Sub-class).

6. Class Members are not authorized to claim additional settlement benefits in cases where their claim relating to the Recalled Products has already been resolved or acquitted under other legal proceedings or private settlement agreements.

#### B) Calculation of settlement benefits

7. If the total value of approved claims exceeds the funds available for a specific claim category, the value of each claim from that claim category will be reduced proportionately. This proportional reduction will apply independently to each category of claims, as set out in paragraph 5. Specifically, when the approved claims for a specific category exceed the available funds allocated to that category, only the exceeded category will be reduced proportionally.
8. Notwithstanding any other provision of the Distribution Protocol, if the distribution results are deemed to be unfair, Class Counsel shall seek additional directions from the Court regarding the distribution of settlement benefits.
9. A claim by a person under the age of 18 years must be filed by a parent or legal guardian of that person.

#### C) Claims for Economic Loss (Buyer Sub-class)

10. A Class Member will be eligible for a Claim for Economic Loss if they :
  - a) have purchased Recalled Products between January 15, 2018 and April 20,, 2018, for which they have not yet received a refund of the purchase price; and
  - b) submit a valid Claim Form before the Claim Deadline, in accordance with the terms of the Distribution Protocol.
11. Subject to paragraphs 7 and 8 above, the settlement benefit payable to each Eligible Claimant of the Buyer Sub-class shall be equal to the purchase price of the Recalled Products declared on the Claim Form if corroborated with proof of purchase, but shall only go up to \$10 for an Eligible Claimant who does not substantiate their claim with proof of purchase.
12. The total settlement benefits payable under paragraph 11 will be capped at \$30,000. If the total value of approved Claims for Economic Loss exceeds this limit, payments will be reduced proportionately between each of the Eligible Claimants.
13. The balance remaining after full payment of all approved Claims for Economic Loss will be imputed to Claims for Bodily Injury.

#### D. Claims for Vaccination (Vaccinated Sub-class)

14. A Class Member will be eligible for a Claim for Vaccination if they :

- a) Have purchased Recalled Products between January 15, 2018 and April 20, 2018;
- b) have consumed Recalled Products and have been vaccinated against Hepatitis A as a result;
- c) do not qualify for the Infected Sub-class because they have not received a diagnosis of Hepatitis A supported by medical records; and
- d) submit a valid Claim Form as well as proof of vaccination before the Claim Deadline, in accordance with the terms of the Distribution Protocol.

15. Subject to paragraphs 7 and 8 above, the settlement benefit payable to each Eligible Claimant of the Vaccinated Sub-class who presents proof of vaccination valid in Quebec and dated at most three (3) months preceding or following the recall date of the Recalled Products shall be \$150, in addition to reimbursement of vaccination costs upon presentation of proof of payment.

16. The total of the settlement benefits payable under paragraph 15 will be capped at \$100,000. If the total value of approved Claims for Vaccination exceeds this limit, payments will be reduced proportionately between each of the Eligible Claimants.

17. The balance remaining after full payment of all approved Claims for Vaccination will be imputed to Claims for Bodily Injury.

#### E. Claims for Bodily Injury (Infected Sub-class)

18. A Class Member will be eligible for a Claim for Bodily Injury if they :

- a) have consumed Recalled Products and were ill or suffered any other bodily injury as a result;
- b) have exhibited symptoms of Hepatitis A infection and/or have been diagnosed with Hepatitis A within three (3) months prior to or following the recall date of the Recalled Products, as supported by their Canadian medical records; and
- c) submit a valid Claim Form before the Claim Deadline, in accordance with the terms of the Distribution Protocol.

19. Subject to paragraphs 7 and 8 above, the settlement benefit payable to each Eligible Claimant in the Infected Sub-class shall be calculated in accordance with the method detailed in Annex A.

20. When the balance exceeds the amount allocated to the *cy-près* distribution provided for in paragraphs 26 and 27, the amounts payable to Claims for Bodily Injury will be increased proportionally. If it is found that such a solution would result in an unfair distribution, additional directions shall be sought from the Court.

#### F. Claims for Family Members (Family Sub-class)

21. Only one Claim for Family Members may be presented relating to each Eligible Claimant of the Infected Sub-class. A person will not be able to make a claim as a Member of both the Infected and the Family Sub-classes.

22. A Class Member will be eligible for a Claim for Family Members if they :

- a) are the spouse, child, grandchild, parent, grandparent, brother or sister of an Eligible Claimant of the Infected Sub-class;
- b) submit a valid Claim Form before the Claim Deadline, in accordance with the terms of the Distribution Protocol; and
- c) submit proof that they resided at the same address as the Eligible Claimant of the Infected Sub-class during the period established in the Claimant's Claim Form.

23. Subject to paragraphs 7 and 8, the settlement benefit payable to Eligible Claimants of the Family Sub-class shall be equal to 2% of the approved claim of the Eligible Claimant of the Infected Sub-class.

24. In the event of multiple claims for a single Eligible Claimant of the Infected Sub-class, compensation shall be paid to the Eligible Claimant who first submitted their Claim to the Claims Administrator;

25. Approved Claims for Family Members are not deducted, but added to the amount allocated to the Eligible Claimant of the Infected Sub-class in accordance with Annex A.

#### G. Cy-près Distribution

26. If, three (3) months following the issuance of final payments to Eligible Claimants of the Infected Sub-class, a balance of \$20,000 or less remains due to returned or uncashed checks and/or transfers, accrued interest on the Settlement Amount not allocated to Eligible Claimants, or any other reason, this balance will be distributed to Moisson Montreal, subject to the amounts payable to the Fonds d'aide aux actions collectives in accordance with section 42 of the Act respecting the Fonds d'aide aux actions collectives, CQRL, c. F-3.2.0.1.1.

27. To be eligible to receive benefits under the Distribution Protocol, Moisson Montreal shall :

- a) use these sums for the purposes provided for in the *cy-près* proposals submitted to Lambert Avocat Inc.; and
- b) report the way these sums have been used to Lambert Avocat Inc.

### **III. CLAIM PROCESS**

#### **A. Claims for Economic Loss**

28. With respect to Claims for Economic Loss under paragraph 11, the Claim Form shall contain the following :

- a) A declaration stating that the Class Member :
  - (i) purchased Recalled Products between January 15, 2018 and April 20, 2018; and
  - (ii) has not yet received a refund;
- b) When available, proof of purchase of Recalled Products;
- c) An authorization for the Claims Administrator to communicate with the Class Member, if necessary, to administer their claim;
- d) A declaration stating whether the Class Member has ever received compensation through other proceedings or private settlement agreements and/or has already offered an acquittance in relation to the recall, and if applicable, detailing the compensation received and claims acquitted; and
- e) A declaration, under penalty of perjury, stating that the information contained in the Claim Form is true and accurate.

#### **B. Claims for Vaccination**

29. With respect to Claims for Vaccination under paragraph 15, the Claim Form shall contain the following information:

- a) A declaration stating that the Class Member :
  - (i) purchased Recalled Products between January 15, 2018 and April 20, 2018;
  - (ii) consumed Recalled Products; and
  - (iii) was vaccinated against Hepatitis A as a result;

- b) When available, proof of purchase of Recalled Products;
- c) Proof of vaccination and, if available, proof of payment or invoice;
- d) An authorization for the Claims Administrator to communicate with the Class Member, if necessary, to administer their claim;
- e) A declaration stating whether the Class Member has ever received compensation through other proceedings or private settlement agreements and/or has already offered an acquittance in relation to the recall, and if applicable, detailing the compensation received and claims acquitted; and
- f) A declaration, under penalty of perjury, stating that the information contained in the Claim Form is true and accurate.

### C. Claims for Bodily Injury

30. With respect to Claims for Bodily Injury under paragraph 19, the Claim Form shall contain :

- a) A declaration stating that the Class Member :
  - (i) consumed Recalled Products;
  - (ii) experienced symptoms of Hepatitis A infection and/or was diagnosed with Hepatitis A within the three (3) months preceding or following the recall date of the Recalled Products, as supported by their Canadian medical records;
  - (iii) has been ill or has suffered any other bodily injury as a result, the duration of any illness or bodily injury suffered needing to be indicated.
- b) When available, proof of purchase of Recalled Products;
- c) The medical documentation supporting the diagnosis of Hepatitis A in the three (3) months preceding or following the recall date of the Recalled Products, in accordance with Annex A;
- d) When the Claimant submits a claim for an illness period greater than fifteen (15) days, the Canadian medical records to support the claim that the symptoms have manifested themselves at least once in each additional period of fifteen (15) days for which compensation is claimed;
- e) The Claimant's health insurance card number;

- f) For claims submitted on behalf of a minor, an "Acknowledgment of Responsibility", as enclosed in the Claim Form, signed by the legal guardian of the minor;
- g) An authorization for the Claims Administrator to communicate with the Class Member, if necessary, to administer their claim;
- h) A declaration stating whether the Class Member has ever received compensation through other proceedings or private settlement agreements and/or has already offered an acquittance in relation to the recall, and if applicable, detailing the compensation received and claims acquitted; and
- i) A declaration, under penalty of perjury, stating that the information contained in the Claim Form is true and accurate.

#### D. Online Claims Portal

- 31. Lambert Avocat Inc.'s website ([www.lambertavocatinc.com/recours-collectif-adonis](http://www.lambertavocatinc.com/recours-collectif-adonis)) will contain information on the Settlement Agreement and the claim process, and a form to be completed by the Class Members in order to submit their Claim Forms. The website must be available in both French and English.
- 32. The Claims Administrator shall develop a method of tracking and recording, in electronic format, all information registered into the online claims portal or provided by Class Members who submit a Claim Form in paper format.

#### E. Claim Filing Process

- 33. All Claim Forms shall be submitted electronically through the online claims portal or submitted in paper format by mail or messenger.
- 34. Subject to a possible judgment of the Court, all Claim Forms shall be submitted on or before the Claim Deadline, with Claim Forms submitted after the Claim Deadline to be rejected.
- 35. All Claim Forms submitted through the online claims portal will be considered to have been submitted upon transmission.
- 36. All Claim Forms sent by mail will be considered to have been submitted on the date recorded by postmark. If the postmark is illegible, the Claim Form will be deemed to have been submitted four (4) business days prior to its reception by the Claims Administrator.
- 37. All Claim Forms transmitted by messenger will be deemed to have been submitted on the date the package was marked as received by the messenger. If the mark is illegible, the Claim Form will be considered to have been submitted two (2) business days prior to its reception by the Claims Administrator.



#### F. Adjustments to the Claim Process and Extension of the Claim Deadline

38. By agreement between the Claims Administrator and Class Counsel, the Claim Deadline may be extended, and the Claims Administrator may adjust the claim process. The Class Counsel and Claims Administrator shall agree to extend the Claim Deadline and/or adjust the claim process only if they determine that such adjustment would not affect the fair and efficient administration of the Settlement Amount, and would be in the best interest of Class Members.

#### G. Deficiencies

39. If, during the processing of claims, the Claims Administrator finds that there are deficiencies in the claim of a Class Member which, in their opinion, prevent the appropriate processing of that claim, the Claims Administrator shall notify the concerned Class Member. If the nature of the deficiency requires the Class Member to obtain documents from a third party (i.e., healthcare providers), the Class Member will have sixty (60) days from the date of the notice of deficiency being mailed or emailed to correct the deficiency. For any other deficiency, the Class Member will have thirty (30) days from the mailing or emailing of the deficiency notice to bring the necessary corrections. For example, a claim presented on behalf of a minor that is not accompanied by an Acknowledgment of Responsibility by the guardian of the minor, as described in paragraph 30(f), will be considered incomplete and subject to the thirty (30) day correction period.
40. If the deficiencies are not corrected within the allotted time, the Claims Administrator must reject the deficient claim, the Class Member having no further possibility of correcting the situation. In their sole discretion, where the nature of the deficiency requires the Class Member to obtain documents from a third party, the Claims Administrator may extend the correction period, provided, however, that the Class Member proves that the required documentation has been requested within thirty (30) days of the notice of deficiency being mailed or emailed. Notwithstanding the foregoing, for claims made on behalf of a minor whose only deficiency is the omission of a signed Acknowledgment of Responsibility, further instructions may be sought from the Court as to the payment of such claims, in accordance with paragraph 59.
41. Class Members may request the assistance of Class Counsel or another attorney of their choice to complete their claim, in which case that Class Member will be responsible for all legal costs arising from such additional individual services.

#### H. Claim Review Process

42. After the Claim Deadline, the Claims Administrator will assess the Claims for Economic Loss and Vaccination and issue a payment to Eligible Claimants from these two categories.
43. Claims for Bodily Injury will be assessed after payment to Eligible Claimants in the Buyer and Vaccinated Sub-classes. No payment will be granted to Eligible Claimants of the Infected Sub-class before the expiration of a period of three (3) months from the date of issuance of payments to Eligible Claimants of the Buyer and Vaccinated Sub-classes.
44. The Claims Administrator shall process all claims in a cost effective and timely manner, in accordance with the terms of the Settlement Agreement, this Distribution Protocol and the judgments of the Court. The Claims Administrator's handling process shall include a random audit of Claims for Economic Loss and the review of all Claims for Vaccination, Bodily Injury and Family Members.
45. At their discretion, the Claims Administrator may ask a Class Member to sign an authorization form allowing them access to the Class Member's medical records through an access to information request. The Class Member must sign the form sent by the Claims Administrator for this purpose within 30 days. If the Class Member fails to sign the form within the allotted time, the Claims Administrator shall reject the claim.
46. The Claims Administrator shall implement measures to prevent and detect fraudulent or duplicate claims. The Claims Administrator may refuse any possibly or truly fraudulent or duplicate claim.

#### I. Decision of the Claims Administrator

47. For each Claim Form filed in accordance with the Distribution Protocol, the Claims Administrator shall :
  - a) decide whether the Class Member who filed the claim is eligible to receive settlement benefits;
  - b) determine the value of the Class Member's claim;
  - c) determine the value of any Claim for Family Members corresponding to that of the Eligible Claimant of the Infected Sub-class, if applicable;
  - d) calculate the required proportions in accordance with this Distribution Protocol.

48. The Claims Administrator shall send to each Class Member who has filed a Claim Form, by mail or email, a “Notice of Decision” informing them of the approval or rejection of their claim.
49. When the Claims Administrator rejects a claim in whole or in part, they must include their reasons for doing so in the Notice of Decision.
50. The decision of the Claims Administrator shall be binding to Class Members, subject to the right of appeal provided for in this Distribution Protocol.

#### J. Appeal of the Decision of the Claims Administrator

51. Appeals of the decisions of the Claims Administrator will be decided by the Court. Class Members wishing to appeal the decision of the Claims Administrator may do so by filing, at their own expense, a request to be heard in writing by the judge responsible of the Proceedings. The Court’s decision will be final and binding and may not be subject to any further appeal or review.
52. Class Members will have thirty (30) days from the date of sending the Notice of Decision, by mail or email, to appeal the rejection, in whole or in part, of their claims.
53. The following shall not be grounds for appeal :
  - a) the refusal by the Claims Administrator to accept a Claim Form sent electronically or by mail after the Claim Deadline;
  - b) the refusal by the Claims Administrator to accept a claim when the Class Member has not cooperated in any verification carried out concerning their claim; or
  - c) the refusal by the Claims Administrator to accept a claim where the Class Member has not declared that the information provided in the Claim Form was true and accurate.
54. Appeals will be made by written representations supported by documentation provided to the Claims Administrator by Class Members as part of the claims process. Class Members will not be permitted to provide new documents in connection with an appeal. Any document that has not been provided to the Claims Administrator will not be submitted to the Court for review.
55. The Claims Administrator shall provide the Court with a copy of the documentation provided by the Class Member with the Claim Form or in response to requests for additional information, in addition to the Notice of Decision, as well as any other information that may be reasonably useful in deciding the appeal, and make written submissions to the Court as reasonably necessary.

56. Notwithstanding the foregoing, the Court, acting at its sole discretion, may request oral representations from the appealing Class Member and/or the Claims Administrator, by teleconference or videoconference, at the option of the Court.

#### **K. Payment of Claims**

57. The Claims Administrator shall take the necessary steps to pay approved claims as quickly as possible.

58. All settlement benefits will be calculated and paid in Canadian dollars.

59. For claims made on behalf of a minor, payment must be made to the minor's guardian. If no Acknowledgment of Responsibility has been provided, further instructions shall be sought from the Court regarding payment of the claim.

60. To the extent that the amounts involved in the appealed claims would not affect the amount payable for all other claims, the Claims Administrator may proceed to pay such other claims prior to the appeals being decided.

61. Claims for an amount of less than \$50 will be payable by Interac e-Transfer sent through email. Claims for an amount of over \$50 will be payable by check.

### **IV. MISCELLANEOUS**

#### **A. Settlement Amount**

62. Following the appointment of the Claims Administrator by the Court, the Defendants will make the Settlement Amount available to the Claims Administrator.

#### **B. Report to Class Counsel**

63. The Claims Administrator shall regularly report to Class Counsel on the administration of Class Members' claims.

#### **C. Communication with Class Members**

64. The Claims Administrator must set up a call center, operational in Quebec, to assist Class Members.

65. All written communication from the Claims Administrator to a Class Member will be delivered by regular mail to the last address provided by the Defendants or the Class Member to the Claims Administrator, or by email, if consent for communicating by email is given. The Claims Administrator is not required to locate Class Members for any mail returned to the Claims Administrator as undeliverable. The Claims Administrator will have the discretion, but will not be obligated, under policies and procedures deemed appropriate by them, to re-issue payments made to Eligible Claimants but returned as undeliverable. All costs

associated with finding the current address of the Eligible Claimant will be deducted from that Eligible Claimant's settlement benefit.

66. The call center and all other means of communication must be available in both French and English.

#### D. Storage and Disposition of Claims

67. The Claims Administrator must keep Claim Forms, in paper or electronic format, as they deem appropriate, until the expiration of one (1) year following the payment of the last claim and/or after every appeal has been dealt with, and, at that time, shall dispose of the claims, by shredding or by any other means likely to render the documents permanently illegible.

#### E. Confidentiality

68. Any information received from Class Members and collected, used and retained by the Claims Administrator for the purposes of administering the Settlement Agreement, including the assessment of the Class Member's eligibility under the Settlement Agreement, are protected under *the Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 (PIPEDA). Information provided by Class Members is strictly private and confidential and may not be disclosed without the express, prior written consent of the Class Member in question, except in accordance with the Settlement Agreement, the orders of the Court and/or the Distribution Protocol.

## **V. ANNEX A – VALUE OF CLAIMS FOR BODILY INJURY**

1. Settlement benefits payable to Eligible Claimants of the Infected Sub-class will be calculated using the "Table of Damages" enclosed at the end of this annex. The Table of Damages classifies Claims for Bodily Injury according to the degree of damages suffered by each Class Member, this being established by considering the duration and severity of the symptoms suffered, as demonstrated by Canadian medical evidence.
2. Settlement benefits payable to Eligible Claimants in the Infected Sub-class will be increased when it is demonstrated that the Eligible Claimant has been admitted to a Canadian hospital in connection with his diagnosis of Hepatitis A. For the purposes hereof, the expression "admitted to a Canadian hospital" means that the Eligible Claimant has been admitted as a patient to a hospital for the purpose of treating or monitoring symptoms related to Hepatitis A, but shall also include scenarios where :
  - a) the Eligible Claimant is released less than 24 hours after admission;
  - b) the Eligible Claimant is not admitted to hospital, but visits the hospital multiple times for emergency care due to persisting symptoms of Hepatitis A, each of these consultations being considered collectively as one admission to hospital for the purpose of establishing the value of the claim;
  - c) notwithstanding the foregoing, the Claims Administrator may consider multiple visits for emergency care related to persistent Hepatitis A symptoms as constituting a second admission to hospital. This decision should, however, be left to the discretion of the Claims Administrator and should be reasonably exercised.
  - d) outpatient treatment, including follow-up blood tests and triage treatment without admission to hospital, will not be considered as an admission to hospital for the purposes of assessing a claim, but may be used to determine the duration of symptoms suffered, subject to the discretion of the Claims Administrator, as described in paragraph 2(c) above.
  - e) where an Eligible Claimant has no confirmed diagnosis of Hepatitis A or is unable to provide evidence of a diagnosis of Hepatitis A, the Claims Administrator may nonetheless determine, based on the Canadian medical evidence provided, that sufficient proof that a Hepatitis A infection has occurred after the purchase of the Recalled Products has been provided. This discretion must, however, be exercised reasonably.
3. Notwithstanding the Table of Damages, no Eligible Claimant will receive compensation greater than \$125,000, except in the cases provided for in paragraph 21 of the Distribution Protocol, and subject to paragraphs 4 and 5 below.

#### Balance of over \$20,000 – Claims for Bodily Injury

4. If the Claims Administrator determines, upon expiration of the Claim Deadline and following their calculation of the total amount of Claims for Bodily Injury, but before the issuance of checks and/or transfers, that the payment of Claims for Bodily Injury will result in a balance greater than \$20,000, the balance exceeding \$20,000 will be distributed proportionally among the Eligible Claimants of the Infected Sub-class in proportion to their respective compensation, and this, before the payments are issued to Eligible Claimants in this category, so that all payments made to Eligible Claimants be made in accordance with this new apportionment.

#### Balance of \$20,000 or less - Claims for Bodily Injury

5. If the Claims Administrator determines, upon expiration of the Claim Deadline and following their calculation of the total compensation amount to be granted to each claimant for Bodily Injury, but before the issuance of payments, that the payment of Claims for Bodily Injury will result in a balance equal to or less than \$20,000, this balance will be distributed in accordance with paragraph 7 below.

#### Checks and/or transfers returned or not cashed

6. If, after payment of claims to Eligible Claimants of the Infected Sub-class, a balance greater than \$20,000 remains due to returned or uncashed checks and/or transfers, the Claims Administrator shall redistribute the balance in excess of \$20,000 to Eligible Claimants by issuing a second payment on a proportional basis between each level of Claims for Bodily Injury.
7. At the expiration of a period of three (3) months following the final payment of claims to Eligible Claimants of the Infected Sub-class, any balance resulting from returned or uncashed checks and/or transfers will be distributed to Moisson Montreal, subject to the amounts payable to the Fonds d'aide aux actions collectives in accordance with the Distribution Protocol and section 42 of the *Act respecting the Fonds d'aide aux actions collectives*, CQRL, c. F-3.2.0.1.1, unless the balance exceeds \$20,000, in which case a third payment to Eligible Claimants of the Infected Sub-class may be made in accordance with paragraph 6 above.

## TABLE OF DAMAGES

The amounts shown in the table below will be subject to a proportional reduction if the funds available are not sufficient to fully compensate each claim.

All amounts are expressed in Canadian dollars (CAD).

<b>Level 1 damages</b> (without diagnosis confirmed by a healthcare professional)	A person who exhibited symptoms of Hepatitis A infection after consuming the Recalled Products, but who has never been diagnosed with Hepatitis A attributable to the Recalled Products by a healthcare professional in Canada, will be eligible for compensation of <b>\$250</b> .
<b>Level 2 damages</b> (with diagnosis confirmed by a healthcare professional)	A person who exhibited symptoms of Hepatitis A infection for a period of 7 days or less will be eligible for compensation of <b>\$1,500</b> ; and, if admitted to hospital, additional compensation of \$2,000 per 24-hour period spent in hospital. *
<b>Level 3 damages</b> (with diagnosis confirmed by a healthcare professional)	A person who exhibited symptoms of Hepatitis A infection for a period of 8 to 15 days inclusively will be eligible for compensation of <b>\$3,000</b> ; and, if admitted to hospital, additional compensation of \$2,000 per 24-hour period spent in hospital. *
<b>Level 4 damages</b> (with diagnosis confirmed by a healthcare professional)	A person who exhibited symptoms of Hepatitis A infection for a period of 16 to 30 days inclusively will be eligible for compensation of <b>\$6,000</b> ; and, if admitted to hospital, additional compensation of \$2,000 per 24-hour period spent in hospital. *
<b>Level 5 damages</b> (with diagnosis confirmed by a healthcare professional)	A person who exhibited symptoms of Hepatitis A infection for a period of 31 to 45 days inclusively will be eligible for compensation of <b>\$9,000</b> ; and, if admitted to hospital, additional compensation of \$2,000 per 24-hour period spent in hospital. *
<b>Level 6 damages</b> (with diagnosis confirmed by a healthcare professional)	A person who exhibited symptoms of Hepatitis A infection for a period of 46 to 60 days inclusively will be eligible for compensation of <b>\$12,000</b> ; and, if admitted to hospital, additional compensation of \$2,000 per 24-hour period spent in hospital. *
<b>Level 7 damages</b> (with diagnosis confirmed by a healthcare professional)	A person who exhibited symptoms of Hepatitis A infection for a period of 61 to 75 days inclusively will be eligible for compensation of <b>\$15,000</b> ; and, if admitted to hospital, additional compensation of \$2,000 per 24-hour period spent in hospital. *
<b>Level 8 damages</b> (with diagnosis confirmed by a healthcare professional)	A person who exhibited symptoms of Hepatitis A infection for a period of 76 days or more will be eligible for compensation of <b>\$20,000</b> ; and, if admitted to hospital, additional compensation of \$2,000 per 24-hour period spent in hospital. *

\* When the claimant has been admitted to hospital but was hospitalized for less than 24 hours, the minimum of \$2,000 will apply.