

**PLAN OF ALLOCATION
NATURE’S TOUCH ORGANIC BERRY CHERRY BLEND CLASS ACTION**

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GENERAL PRINCIPLES

1. The procedures set forth herein are for the administration of the Nature's Touch Organic Berry Cherry Blend Class Action dated August 21, 2018 (the "Settlement Agreement") and for the submission, processing, approval, compensation, and appeal of individual Claims pursuant to the Settlement Agreement and orders of the Courts.
2. The Claims Administrator may adopt additional policies and procedures for the administration of the Settlement Agreement that are consistent with this Plan of Allocation, the Settlement Agreement and orders of the Courts.

DEFINITIONS

3. The definitions set out in the Settlement Agreement apply to this Plan of Allocation and are incorporated herein.
4. For the purposes of this Plan of Allocation:
 - (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 Plan of Allocation.
 - (b) ***Claim Deadline*** means the final date on which a Class Member may submit a Claim Form under the Settlement Agreement, which is six (6) months from the date of the first publication of the Notice of Approval.
 - (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 THE NET SETTLEMENT AMOUNT

Eligible Claims

- 5. The following claims are eligible for settlement benefits:
 - (a) Economic Loss Claims (Purchaser Subclass);
 - (b) Immunization Claims (Immunized Subclass);
 - (c) Bodily Injury Claims (Infected Subclass);
 - (d) Family Law Claims (Family Subclass); and
 - (e) Health Care Costs.
- 6. Class Members are not eligible to make a claim for settlement benefits to the extent that their claim in relation to the Recalled Frozen Fruit has been resolved or released through other proceedings or private out-of-court settlements.

Calculation of Settlement Benefits

- 7. If the total value of approved claims exceeds the available funds, the value of each claim for the claim category exceeded will be reduced on a proportional basis. This proportional reduction shall apply independently to each category of claims, as set out in paragraph 5. For greater clarity, where the approved claims for a specific category exceeds the available funds allocated to that category, only the category exceeded will be proportionately reduced.

8. Notwithstanding any other provision in this plan of allocation, if the distribution would result in an unjust distribution, Class Counsel will seek further directions from the Court with respect to the distribution of the settlement benefits.
9. Claims for persons under the age of 18 must be filed by that person's parent or legal guardian.

Economic Losses Claims (Purchaser Subclass)

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 Plan of Allocation; and
 - (b) purchased Recalled Frozen Fruit and did not receive any refund of the purchase price.
11. Subject to paragraphs 7 and 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 Frozen Fruit, not supported by proof of purchase, shall be calculated based on the value of the Recalled Frozen Fruit purchases, as disclosed in the Claim Form, but shall be capped at CDN\$25.00 per Eligible Claimant.
 - (b) Settlement benefits payable to an Eligible Claimant for Recalled Frozen Fruit, supported by proof of purchase, shall be calculated based on the amount stated on the receipt(s).

12. Subject to paragraph 13, settlement benefits payable pursuant to paragraph 11 shall be capped at CDN\$100,000.00 in the aggregate. Where the total value of approved Economic Loss Claims exceeds the cap, payments will be reduced on a proportionate basis.
13. Notwithstanding paragraph 12 above, if there are any settlement funds remaining of the \$100,000.00 after all other approved claims are paid in full, the excess funds shall be applied to Bodily Injury Claims.

Immunization Claims (Immunized Subclass)

14. A Class Member will be eligible for settlement benefits for Immunization Claims if he or she:
 - (a) submits a timely and valid Claim Form in accordance with the terms of this Plan of Allocation;
 - (b) consumed the Recalled Frozen Fruit and received a Hepatitis A vaccination as a result; and
 - (c) Does not qualify for settlement benefits for the Infected Subclass, because he or she did not have a Hepatitis A diagnosis as evidenced through medical records.
15. Subject to paragraphs 7 and 8, each member of the Immunized Subclass shall receive a payment of \$150.00.
16. Subject to paragraph 17, settlement benefits payable pursuant to paragraph 15 shall be capped at CDN \$1,380,000.00 in the aggregate. Where the total value of approved Immunization Claims exceeds the cap, payments will be reduced on a proportionate basis.

17. Notwithstanding paragraph 16 above, if there are any settlement funds remaining of the \$1,380,000.00 after all other approved claims are paid in full, the excess funds shall be applied to Bodily Injury Claims.

Bodily Injury Claims (Infected Subclass)

18. 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 Plan of Allocation;
 - (b) consumed the Recalled Frozen Fruit and experienced illness or injury as a result; and,
 - (c) Had a diagnosis of Hepatitis A as evidenced through medical records.
19. Subject to paragraph 7 and 8, a Class Member will be eligible for settlement benefits in the amount of \$250 for Bodily Injury Claims if he or she does not have a diagnosis of Hepatitis A as evidenced through medical records but he or she:
- (a) submits a timely and valid Claim Form in accordance with the terms of this Plan of Allocation;
 - (b) consumed the Recalled Frozen Fruit and experienced illness or injury as a result and
 - (c) submits proof of residence at the same address as a member of the Infected Subclass who qualifies under paragraph 18.

20. Subject to paragraphs 7 and 8, the settlement benefits payable to Eligible Claimants with respect to Bodily Injury Claims shall be calculated in accordance with Schedule A.
21. Where residual funds exceed the amount allocated to be distributed *cy près* in accordance with paragraph 28 and 29, the amounts payable in respect of Bodily Injury Claims shall be increased on a pro-rata basis. Where such is found to result in an inequitable distribution, further directions will be sought from the Court.

Family Law Claims (Family Subclass)

22. No person may make a claim as both an Eligible Claimant of the Infected Subclass and as a Family Law Claimant. Individuals living at the same residence as an Eligible Claimant of the Infected Subclass and who claim to have contracted Hepatitis A as a result may not also claim under the Family Law Claims subclass.
23. A Class Member will be eligible for settlement benefits pursuant to a Family Law Claim if he or she is the spouse, child, grandchild, parent, grandparent or sibling of an Eligible Claimant of the Infected Subclass, and who:
 - (a) submits a timely and valid Claim Form in accordance with the terms of this Plan of Allocation; and
 - (b) submits proof of residence at the same address as the Eligible Claimant of the Infected Subclass.
24. Subject to paragraphs 7 and 8, the settlement benefits payable with respect to Family Law Claims shall be equal to 2% of the Relative who is an Eligible Claimant of the Infected Subclass's approved Claim.

25. Approved Family Law Claims shall not reduce, but shall be in addition to, the amount allocated to the Eligible Claimant of the Infected Subclass in accordance with Schedule A.

Health Care Costs

26. A Provincial Health Insurer is eligible for settlement benefits for Health Care Costs if it:
- (a) has incurred Health Care Costs in respect of an approved Bodily Injury Claim; and
 - (b) is entitled to recover Health Care Costs pursuant to legislation;
27. Subject to paragraphs 7 and 8, the settlement benefits payable to Provincial Health Insurers with respect to Health Care Costs shall be deemed to be 10% of each approved Bodily Injury Claim, based on the amount determined by the Claims Administrator to be payable in respect of each approved Bodily Injury Claim, net of fees and costs.
28. Approved Claims for Health Care Costs shall not reduce, but shall be in addition to, the amount allocated to the Eligible Claimant of the Infected Subclass in accordance with Schedule A.

Cy Près (Charitable) Distribution

29. If, eight (8) months following the issuance of final payments to Eligible Claimants, a balance equal to or less than \$50,000.00 exists in the Account as a result of returned or uncashed payments, interest earned on the Settlement Amount and not allocated to Eligible Claimants, or otherwise, such funds will be distributed *cy près* to Food Banks Canada subject to deductions in respect of amounts payable to the Fonds d'aide aux actions collectives pursuant to section 42 of the *Act respecting the Fonds d'aide aux actions collectives*, R.S.Q., c. F-3.2.0.1.1 and calculated in accordance with section 1(1°)a) of the

Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives,
R.S.Q. c. F-3.2.0.1.1, r. 2.¹

30. To be eligible to receive the monies under this Plan of Allocation, Food Banks Canada must:
- (a) use the monies for the purposes outlined in the *cy près* proposals submitted to Siskinds LLP; and
 - (b) report to Siskinds LLP on how the monies have been used.

THE CLAIM PROCESS

The Claim

Economic Loss Claims

31. For Economic Loss Claims pursuant to paragraph 10, the Claim Form shall require the following information:
- (a) a declaration that the Class Member:
 - (i) purchased Recalled Frozen Fruit; and
 - (ii) did not receive a refund;
 - (b) where available, provide proof of purchase of the Recalled Frozen Fruit;

¹ 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 2017, 22.84% of the Canadian population resided in Quebec. As a result, the payment will be calculated on 22.84% of the total amount available for *cy près* payments.

- (c) authorization to the Claims Administrator to contact the Class Member, as required in order to administer the claim;
- (d) a declaration in respect of whether the Class Member has received compensation through other proceedings or private out-of-class settlements and/or provided a release in respect of the recall, and provide details of the compensation received and the claims released; and
- (e) verification under the penalty of perjury that the information submitted in the Claim Form is true and correct.

Immunization Claims

32. For Immunization Claims pursuant to paragraph 14, the Claim Form shall require the following information:

- (a) a declaration that the Class Member:
 - (i) purchased Recalled Frozen Fruit;
 - (ii) consumed the Recalled Frozen Fruit; and
 - (iii) obtained a vaccination for Hepatitis A as a result;
- (b) where available, provide proof of purchase of the Recalled Frozen Fruit;
- (c) authorization to the Claims Administrator to contact the Class Member, as required in order to administer the claim;
- (d) a declaration in respect of whether the Class Member has received compensation through other proceedings or private out-of-class settlements and/or provided a

release in respect of the recall, and provide details of the compensation received and the claims released; and

- (e) verification under the penalty of perjury that the information submitted in the Claim Form is true and correct.

Bodily Injury Claims

33. For Bodily Injury Claims pursuant to paragraphs 18 and 19 the Claim Form shall require the following information:

- (a) a declaration by the Class Member that he/she:
 - (i) consumed the Recalled Frozen Fruit;
 - (ii) contracted Hepatitis A as diagnosed by a healthcare provider OR contracted Hepatitis A not diagnosed by a healthcare provider, while living in the same household as a person who contracted Hepatitis A, as diagnosed by a healthcare provider; and
 - (iii) experienced illness or injury as a result, and the duration of any illness or injury shall be indicated.
- (b) where available, proof of purchase of the Recalled Frozen Fruit;
- (c) medical documentation substantiating a diagnosis of Hepatitis A contemporaneous with the Recall, in accordance with Schedule A;
- (d) where the Claimant is claiming for a duration of illness greater than fifteen (15) days, medical documentation to substantiate the claim that symptoms were ongoing

at least once for each additional period of fifteen (15) days for which a Claim is asserted;

- (e) for Canadian residents, their provincial health card number;
- (f) for claims submitted on behalf of a minor, an “Acknowledgment of Responsibility” as attached to the Claim Form 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;
- (h) a declaration in respect of whether the Class Member has received compensation through other proceedings or private out-of-court settlements and/or provided a release in respect of the recall, and provide details of the compensation received and the claims released; and
- (i) verification under the penalty of perjury that the information submitted in the Claim Form is true and correct.

The Online Claims Portal

- 34. 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 35. The website shall be available in French and English.
- 35. 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 31 to 33.

36. 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

37. All Claim Forms shall be submitted electronically via the online claims portal, or in paper form transmitted via regular mail or delivery by courier.
38. 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.
39. All Claim Forms submitted through the online claims portal shall be deemed to have been submitted upon transmission.
40. 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) business days before it was received by the Claims Administrator.
41. 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) business days before it was received by the Claims Administrator.

Adjustments to Claims Process and Extension of the Claims Filing Deadline

42. By agreement between the Claims Administrator and Class Counsel, the Claims Filing Deadline may be extended and the Claims Administrator may adjust the claims process. Class Counsel and the Claims Administrator shall agree to extend the Claims Filing

Deadline and/or adjust the claims process if, in their opinions, doing so will not adversely affect the fair and efficient administration of the Settlement Funds and it is in the best interests of the Settlement Class Members to do so.

Deficiencies

43. 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 33(f)) will be deemed deficient and subject to the thirty-five (35) day deficiency period.

44. 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 61 herein.

45. 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

46. After the Claims Deadline, the Claims Administrator will assess claims in the Economic Loss and Immunization categories, and issue payment to Eligible Claimants in those two categories.
47. Claims in the Bodily Injury Category will be assessed following payment to Eligible Claimants in the Economic Loss and Immunization categories. No payment shall be issued to Eligible Claimants in the Bodily Injury category until the expiry of 6 months from the date that payments are issued in the Economic Loss and Immunization categories.
48. 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 Plan of Allocation, and orders of the Court. Where a claim requires proof of diagnosis or evidence to substantiate the claim being made, the Claims Administrator shall have discretion to accept or reject the evidence provided by the Class Member or to request such additional evidence as may be necessary in the Claims Administrator's sole discretion in order to substantiate the claim.
49. The Claim Administrator's review process shall include a randomized auditing of Economic Loss Claims and an actual review of all Immunization Claims, Bodily Injury

Claims and Family Law Claims. The Claims Administrator's review process shall include an exercise of discretion to audit claims made pursuant to paragraph 19.

50. 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

51. In respect of each Class Member who has filed a Claim Form in accordance with the Plan of Allocation, the Claims Administrator shall:

- (a) decide whether the Class Member is eligible to receive settlement benefits;
- (b) determine the value of the Class Member's claim;
- (c) determine the value of any related Family Law claim corresponding to the Eligible Claimant of the Infected Subclass's claim, if any;
- (d) determine the amount of the Provincial Health Claim corresponding to the Eligible Claimant of the Infected Subclass's claim, if any; and,
- (e) calculate any proration, as may be required pursuant to this Plan of Allocation.

52. 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").

53. Where the Claims 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.

54. 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 Plan of Allocation.

Appeal of the Claims Administrator's Decision

55. Appeals will be determined by the Courts. Class Members who wish to appeal the Claims Administrator's decision, may do so by filing a motion to be heard in writing by the case management judge at their own expense. The Courts' decision is final and binding and shall not be subject to any further appeal or review whatsoever.

56. Class Members 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.

57. The following grounds shall not be grounds for appeal:

- (a) the refusal of the Claims Administrator to accept a Claim Form postmarked or electronically submitted after the Claims Filing Deadline;
- (b) the refusal of the Claims Administrator to accept a claim where the Settlement Class Member has not cooperated with the Claims Administrator in respect of any audit conducted by the Claims Administrator in respect of that Settlement Class Member's claim; or
- (c) the refusal of the Claims Administrator to accept a claim where the Settlement Class Member did not declare that the information submitted in the Claim Form is true and correct.

58. Appeals will be on the basis of written submissions, supported by the documentation provided to the Claims Administrator by the Class Members as part of the claims process. Class Members are not permitted to provide any new documentation as part of the appeal.

Any documentation not previously provided to the Claims Administrator, but provided as part of the appeal, will not be submitted to the Court for consideration.

59. The Claims Administrator must provide to the Court a copy of the documentation, provided by the Class Member 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.
60. 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

61. The Claims Administrator shall make arrangements to pay approved claims as expeditiously as possible.
62. All settlement benefits will be calculated in Canadian currency and settlement benefits will be paid in Canadian currency.
63. For claims brought on behalf of a minor, 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.
64. 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.

65. No payments for less than \$10.00 shall be issued. The \$10.00 valuation target is not an estimate of any damages suffered. It is a minimum administrative threshold designed to maintain a feasible economic and administrative platform for the settlement distribution.

MISCELLANEOUS

Investment of the Settlement Funds

66. Following appointment of the Claims Administrator by the Court, Class Counsel transferred the monies in the Account to the Claims Administrator. The Claims Administrator shall deposit the funds in trust at a registered Canadian Bank 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 associated costs and fees of the custodian and/or manager of the account to be paid out of the interest or sole income on such funds.

Taxation of the Interest earned on the Settlement Funds

67. 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

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

Communication with Class Members

69. The Claims Administrator shall establish a toll-free call centre operational in Canada for the assistance of Class Members.
70. All written communications from the Claims Administrator to a Class Member shall be transmitted via regular mail to the last address provided by the Defendants or 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.

71. 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

72. 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

73. 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 Plan of Allocation, provided that related expenses are paid out of the Claims Administrator's fees or approved by the Courts in advance.

Confidentiality

74. 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 Plan of Allocation.

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 the “Damages Chart” appended hereto. The Damages Chart categorizes Bodily Injury Claims by level of injury, based on the duration and severity of injuries suffered by the Class Member as demonstrated through medical evidence.
2. The settlement benefits payable to Eligible Claimants shall be increased where, as supported by evidence, the Eligible Claimant was admitted into the hospital in relation to the Hepatitis A diagnosis. For the purposes of this section, “admitted into the hospital” shall mean that the Eligible Claimant was admitted as a patient in hospital for the purpose of treating or monitoring Hepatitis A related symptoms, but shall also include:
 - (a) admissions to hospital where the Eligible Claimant is discharged less than 24 hours after admission;
 - (b) where the Eligible Claimant is not admitted to hospital, but attends at a hospital for urgent or emergency care where Hepatitis A is diagnosed, such shall not be considered a hospital admission. If, however, the Eligible Claimant presents to hospital on more than one occasion due to ongoing Hepatitis A symptoms, all such attendances shall be deemed a single hospital admission for the purposes of establishing the value of the claim.
 - (c) notwithstanding the foregoing, the Claims Administrator may deem several visits for urgent or emergency care related to ongoing symptomology related to Hepatitis A as a second admission to hospital. This determination shall be within the discretion of the Claims Administrator, to be reasonably exercised.

- (d) for the purposes of this section, outpatient treatment including follow-up blood work, or treatment in triage without an admission into the hospital, will not be considered a hospital admission for the purposes of evaluating a claim, except that such may be used to indicate the duration of symptoms, and subject to the Claims Administrator's discretion as described in 2(c) above.
3. Notwithstanding the Damages Chart, no Eligible Claimant shall receive compensation exceeding thirty thousand dollars (\$30,000.00), except as provided in paragraph 20 of the Plan of Allocation, and subject to paragraph 5 and 6 below.

Claims Administrators Discretion

4. Where an Eligible Claimant does not have a confirmed diagnosis of Hepatitis A, or is unable to provide proof of a Hepatitis A diagnosis, the Claims Administrator shall have the discretion to determine, based on the medical evidence provided, whether sufficient evidence of a Hepatitis A infection occurring subsequent to the purchase date of the Recalled Frozen Fruit has been provided by the Eligible Claimant. In all cases, such discretion shall be exercised reasonably.

Remaining Funds in Excess of \$50,000.00 – Bodily Injury Claims

5. Where, after the expiry of the Claims Deadline and allocations by the Claims Administrator have been determined for all claimants in the Bodily Injury category, and before any payments are issued, the Claims Administrator determines that payment of Bodily Injury claims will result in excess funds remaining in the Bodily Injury category in an amount greater than fifty thousand dollars (\$50,000.00), such funds shall be allocated across all levels of Bodily Injury Claims on a proportionate basis before payments are issued to

Eligible Claimants in that category, and all payments made to Eligible Claimants in the Bodily Injury category shall be made in accordance with the proportionate increase.

Remaining Funds of \$50,000.00 or Less – Bodily Injury Claims

6. If, after the expiry of the Claims Deadline and allocations by the Claims Administrator have been determined for all claimants in the Bodily Injury Category, and before any payments are issued, the Claims Administrator determines that payment of Bodily Injury claims will result in excess funds remaining in the Bodily Injury category in an amount equal to or less than fifty thousand dollars (\$50,000.00), any such funds shall be distributed in accordance with paragraph 7 below.

Returned or Uncashed Payments

7. Where, after the payment of claims to Eligible Claimants in the Bodily Injury Category, funds exceeding \$50,000.00 remain in the Account as a result of the remaining funds pursuant to paragraph 4 above or of returned or uncashed payments, the Claims Administrator shall re-distribute all remaining funds to Eligible Claimants in the Bodily Injury category on a proportionate basis, by issuing a second payment.
8. Upon the expiry of eight (8) months after the payment of claims to Eligible Claimants in the Bodily Injury Category, any remaining funds in the Account as a result, among other things, of returned or uncashed payments (except exceeding \$50,000.00, in which case a third payment to the Bodily Injury category might be done in accordance to paragraph 6 above), shall be distributed to Food Banks Canada subject to the Fonds d'aide aux actions collectives in accordance with the Plan of Allocation and section 42 of the *Act respecting the Fonds d'aide aux actions collectives*, R.S.Q., c. F-3.2.0.1.1 and calculated in

accordance with section 1(1°)a) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, R.S.Q. c. F-3.2.0.1.1, r. 2.²

² 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 2017, 22.84% of the Canadian population resided in Quebec. As a result, the payment will be calculated on 22.84% of the total amount available for *cy pres* payments.

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.

BODILY INJURY CLAIMS – CONFIRMED DIAGNOSIS BY A HEALTHCARE PROFESSIONAL:

Level 1 Injury	Level 2 Injury	Level 3 Injury
a) for symptoms up to 15 days in duration: \$1,500.00; b) for symptoms exceeding 15 days in duration but not exceeding 30 days in duration: \$3,000.00; PLUS, for either a) or b), where the individual was admitted to hospital: \$2,000.00 per 24 hour period.*	a) for symptoms exceeding 30 days in duration but not exceeding 45 days in duration: \$4,500.00; b) for symptoms exceeding 45 days in duration but not exceeding 60 days in duration: \$6,000.00; PLUS, for either a) or b), where the individual was admitted to hospital: \$2,000.00 per 24 hour period.*	a) for symptoms exceeding 60 days in duration but not exceeding 75 days in duration: \$7,500.00; b) for symptoms exceeding 75 days in duration: \$15,000.00; PLUS, for either a) or b), where the individual was admitted to hospital: \$2,000.00 per 24 hour period.*

* Where the individual was admitted to hospital but stayed less than 24 hours, the \$2000.00 minimum shall apply.

BODILY INJURY CLAIMS – NO CONFIRMED DIAGNOSIS BY A HEALTHCARE PROFESSIONAL

Where an individual experienced symptoms of Hepatitis A infection after consuming the Recalled Frozen Fruit but did not obtain a diagnosis of Hepatitis A from a healthcare professional because the individual resided in the same household as an individual who had a confirmed diagnosis of Hepatitis A attributable to the Recalled Frozen Fruit, such claimant shall be eligible for a single payment of \$250.00 but shall not then be eligible to make a family law claim.