

Nickie Tourlos
and
Tiffany Gate Foods Corporation

First Amended Settlement Agreement

1. Preamble

For the purposes of resolving the claims brought by the Plaintiff against the Defendant in this Class Action proceeding relating to the Defendant's Greek style pasta salad, the Parties hereby enter into this settlement agreement, subject to Court approval.

2. Recitals

Whereas:

A. The Parties shall seek court approval:

1. Certifying this Action as a class proceeding pursuant to the *Class Proceedings Act*, 1992, S.O. 1992, c. 6 ("CPA");
2. Of this Proposed Settlement Agreement;
3. Defining the proposed class as follows:

a) All persons who consumed the Greek style pasta salad, manufactured by Tiffany Gate Foods Corporation between May 1 2002 and May 31, 2002 and who, as a consequence of the contamination of this salad with shigella sonnei bacteria became ill; and

b) All living parents, grandparents, children, grandchildren, siblings and spouses (within the meaning of s. 61 of the Family Law Act R.S.O. 1990 c. F.3, as amended) of Class Members.

(collectively, the "Class Members"); and

4. Appointment of Nickie Tourlos as the representative plaintiff pursuant to the provisions of the CPA ("Representative Plaintiff").
- B. The Defendant denies and continues to deny any wrongdoing or liability of any kind to any Class Member and has raised numerous affirmative defences.

- C. The Representative Plaintiff and her counsel have conducted settlement negotiations with the Defendant and Defendant's Counsel. Based upon an analysis of the facts and the law applicable to the Class Members' claims, and taking into account, among other things, the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective and assured method of resolving Class Members' claims provided by this Agreement, the Representative Plaintiff for this Class, with the benefit of advice from her counsel, have concluded that this Agreement provides substantial benefits to the Class and is fair, reasonable, adequate and in the best interests of the Class;
- D. The Defendant has similarly concluded that, although it continues to deny any wrongdoing or liability, it is committed to maintaining positive relations with its present, future and former customers and therefore wishes to resolve finally and completely the pending and potential claims of the Class;
- E. Subject to the approval of the Court, the Parties by this Agreement intend to resolve, terminate and conclude any and all settled claims under the terms of this Agreement, and further intend that the Released Persons shall receive complete releases and final peace from any and all such Settled Claims on behalf of the Plaintiff and the Class;
- F. The Defendant has agreed to make certain payments to Qualified Class Members as outlined in this Settlement Agreement; and
- G. The Parties agree that all members of the Class shall have the right to opt-out pursuant to Section 9 of the CPA and therefore be excluded from the Settlement as provided in this Agreement.
- H. Peter Andrews and Phyllis Andrews, in their personal capacity and as representatives of a class of similarly situated individuals, commenced a proposed class action in the Ontario Superior Court of Justice as Court File No. 02-CV-20789 against Tiffany Gate Foods Corporation, Loblaw's Supermarkets Limited, Hartman Foodliner Inc., 1437716 Ontario Limited and 1179132 Ontario Limited. The Great Atlantic & Pacific Company of Canada Limited and Loeb Canada Inc. (the "Andrews Action").
- I. The Andrews Action was dismissed on a without cost basis on March 1, 2004 and the claims of the entire class are being brought by way of the Action.

NOW, THEREFORE, for value received, the Parties stipulate and agree, subject to Court approval, that any and all Settled Claims shall be finally settled and resolved on the terms and conditions set forth in this Agreement.

3. Definitions

As used in this Agreement, including the Recitals and Schedules hereto, in addition to any definitions set out elsewhere in this Agreement, the following terms shall have the meanings set forth below:

Action means the action brought against the Defendant by the Plaintiff under the *Class Proceedings Act*, 1992, and filed in the Ontario Superior Court of Justice under Court File Number 02-CV-230368 CP, and any and all appeals from any decisions in that action;

Agreement or Settlement Agreement means this Settlement Agreement, including all Schedules attached hereto;

Award means the payments made by the Claims Administrator to Qualified Claimants;

Business Day means any day except Saturday, Sunday or any other day on which commercial banks in Ontario are authorized by law to close;

Certification Order means the Order of the Court that will be sought by the Parties certifying the Action as a class proceeding under the *Class Proceedings Act*, 1992;

Claimant means a person who submits a Claim Form to the Claims Administrator postmarked on or before the Deadline;

Claim Form means a form substantially in accordance with Schedule "A" to this Agreement;

Claim Period means the time period commencing on the publication of the Notice of Settlement and Proposed Settlement and ending on the Deadline ;

Claims Administrator means Crawford Class Actions Services located at Unit A, 101 Randall Drive Waterloo, Ontario, N2V 1C5, and is the entity agreed to by the Parties and appointed by the Court, to administer, manage and direct the processing and payment of the Claimants' claims for compensation under this Agreement;

Class means the following persons:

a) All persons who consumed the Greek style pusta salad, manufactured by Tiffany Gate Foods Corporation between May 1 2002 and May 31, 2002 and who became ill as a consequence of the contamination of this salad with shigella sonnei bacteria; and

b) All living parents, grandparents, children, grandchildren, siblings and spouses (within the meaning of s. 61 of the Family Law Act R.S.O. 1990 c. F.3, as amended) of Class Members.

Class Members List means the list of these Claimants who contacted Class Counsel with respect to the herein Action before the publication of the Notice of Settlement.

Certification Order means the order of the Ontario Superior Court of Justice that will be sought by the Parties approving this Action as a class proceeding pursuant to the CPA.

Class Counsel means the law firms of McPhadden, Samac, Merner, Barry, Barristers and Solicitors, in Toronto, and Nelligan O'Brien Payne LLP, in Ottawa, who shall continue to act on behalf of the Class with respect to all measures required to give effect to this Agreement (Nothing in this Agreement shall preclude Class Counsel from representing or acting on an individual basis on behalf of any individual settling claimant for the purpose of preparing and submitting an individual claim under this Agreement and entering into a separate fee agreement for that purpose);

Class Counsel Fees means the fees, disbursements, costs, cost awards, and any other charges of any kind, paid to Class Counsel relative to the representation of the Class and does not include applicable taxes which shall be paid to Class Counsel in addition to Class Counsel Fees; Further, it is understood that Claimants and FLA Claimants who retain lawyers, including Class Counsel, to assist them in making their individual claims pursuant to this Settlement Agreement or to Challenge the classification or rejection of their claim, shall be responsible for the legal fees and expenses of such lawyers in accordance with the terms of the retainers executed by them and that such individual retainers do not form part of Class Counsel Fees.

Class Members List means a list of the names and last known addresses of all Class Members known to Class Counsel and has already been made available to the Claims Administrator as of the date of this Agreement.

Class Member means a person who is a member of the Class;

Court means the Ontario Superior Court of Justice;

CPA means the Class Proceedings Act, 1992, S.O. 1992, c. 6

Deadline means the date forty-five (45) days following the publication of the Notice of Certification and Proposed Settlement.

Defendant means Tiffany Gate Foods Corporations;

Defendant's Counsel means the law firm of Stieber Berlach LLP;

Excluded Persons means

- a) all persons who, in accordance with the terms of this Agreement, have properly executed and timely submitted (and not withdrawn) an Opt-Out Form to the Claims Administrator; or
- b) all previously settled individuals.

Final Order means the final order pronounced by the Court(s) approving this Agreement and certifying the Action as a Class Proceeding under the *Class Proceedings Act*, 1992;

Final Order Date means the date on which the Final Order is pronounced:

FLA Claimants means all living parents, grandparents, children, grandchildren, siblings and spouses (within the meaning of s. 61 of the *Family Law Act* R.S.O. 1990 c. F.3. as amended) of Qualified Class Members;

Loss of Income Payment means an amount paid to Qualified Claimants as compensation for employment income lost as a result of being ill because of contamination from the shigella sonnei bacteria.

Mediator / Arbitrator means either Paul Torrey or Anne Mullins, for the Toronto and Ottawa regions respectively.

Notice of Certification and Proposed Settlement means the form and notice substantially in the form of Schedule "B" to this Agreement;

Notice of Settlement means the form and notice substantially in the form of Schedule "C" to this Agreement.

Notice of Disallowance means the form and notice substantially in the form of Schedule "D" to this Agreement;

Notice Plan means the plan for the dissemination of the Notice of Certification and Settlement, substantially in accordance with Schedule "E" to this Agreement;

Opt Out means for a Class Member to exclude himself or herself from the Settlement Agreement pursuant to s. 9 of the CPA by executing and submitting to the Claims Administrator, postmarked on or before the Opt-Out Deadline, the Opt-Out Form.

Opt-Out Deadline means the date forty-five (45) days following the date of publication of the Notice of Settlement.

Opt-Out Form means the document substantially in the form of Schedule "F" to this Agreement;

Parties mean the Representative Plaintiff and the Defendant to this Action;

Qualified Claimant means a Claimant who submits a Claim Form that is properly completed, supported with Supporting Documentation if required, and verified by the Claimant's Solemn Declaration or oath if required, and who satisfies all of the requirements for receiving an Award under this Agreement;

Released Persons means:

- a) the Defendant and its predecessors, successors, parents, subsidiaries, affiliates, and assigns, together with its past, present and future officers, directors, employees, shareholders, representatives, partners, attorneys, insurers, reinsurers, subrogees and assigns;
- b) any and all suppliers of materials and services used in the manufacture of the Greek style pasta salad including the labelling and packaging thereof, as well as their respective predecessors, successors, parents,

subsidiaries, affiliates, and divisions, and each of their respective current and former shareholders, officers, directors, employees, lawyers, attorneys, agents and insurers; and or

- c) all distributors of the Defendant's Greek style pasta salad, including wholesale distributors, licensees, as well as their respective predecessors, successors, parents, subsidiaries, affiliates, and divisions, and their respective current and former shareholders, officers, directors, employees, lawyers, attorneys, agents, and insurers and including but not limited to the defendants Loblaws Supermarket Limited, Hartman Foodliner Inc., 1437716 Ontario Limited and 1179132 Ontario Limited, The Great Atlantic and Pacific Company of Canada Limited and Loeb Canada Inc, as named in Court File No. 02-CV-20789;

Representative Plaintiff means Nickie Tourlos, if appointed by the Court in the Certification Order as representative plaintiff for the Class;

Reviewable Claims means the following claims: Claims for special damages exceeding \$1,500.00 and/or claims which fall under either of categories 4, 5 or 6 of the compensation categories defined at paragraph 7 of the Agreement.

Settled Claims means any claim, liability, right, demand, suit, matter, obligation, damage, loss or cost, action or cause of action of every nature and description, in law or in equity, that any of the Settlement Class Members has, had or may have, whether known or unknown, accrued or which may hereafter accrue, asserted or unasserted, latent or patent, that is, has been, could reasonably have been or in the future might reasonably be asserted in the Action or in any other action or proceeding in any other court or forum, regardless of legal theory, and regardless of the type or amount of relief or damages claimed, against any of the Released Persons arising from or in any way related to or connected with the manufacture, marketing, sale, distribution, labelling and use of the Defendant's Greek style pasta salad. Without limiting the foregoing, Settled Claims shall include, with regard to the foregoing subject matter:

- a) any claims for breach of any duty imposed by law, by contract, or otherwise;
- b) any claims based on negligence, vicarious liability, breach of express or implied warranty, or breach of statutory duty;
- c) any claims for emotional distress or mental anguish or anxiety or loss of peace of mind or nervous shock;
- d) personal injury, and or bodily injury, damage, death, or diseases or injury,
- e) Loss of wages, income, earning, and earning capacity, medical expenses, doctor, hospital nursing and drug / prescription bills,

- f) Loss of support, services, consortium, companionship, society or affection, or damage to familial relations by FLA Claimants;
- g) any claims for punitive damages;
- h) Wrongful Death and survival actions
- i) Medical screening and monitoring
- j) Injunctive and declaratory relief;
- k) Consumer fraud, refunds, unfair business practices, deceptive trade practice, unjust enrichment disgorgement, unfair competition, anticompetitive conduct, and other similar claims whether arising under statute, regulation or judicial decision;
- l) Pre or post judgment interest

Settlement means the settlement described in this Agreement;

Settlement Class means the Class excluding the Excluded Persons;

Settlement Class Member means a person who is a member of the Settlement Class;

Statutory or Solemn Declaration means a declaration by a Claimant as to the truth of the information provided in the Claimant's Claim Form which declaration is made with the understanding that if a Claimant submits a Claim Form knowing that it contains false or incorrect information, the Claimant may be subject to the Court's power to punish for contempt of court, and may be subject to prosecution for fraud under the *Criminal Code of Canada*;

Where the context so indicates or so requires, each defined term stated in the singular includes the plural, and each defined term stated in plural includes the singular. Where the context so indicates or requires, feminine pronouns and female references include the masculine, and masculine pronouns and male references include the feminine.

4. Hearing for the Approval of the Notice of Settlement and Consent Certification of the Action

Promptly after execution of this Agreement, Class Counsel shall apply to the Court for an order for:

- a) an Order approving the Notice of the Hearing for approval of the Settlement and Certification of the Action, attached as Schedule "G"
- b) an Order from the Court approving the Notice Plan

Upon receipt of the Order set out in paragraphs 4 a) and b) above, Class Counsel will:

- a) arrange for publication of the Notice of Hearing for Approval of Settlement and Certification of the Action;
- b) file with the Court the Motion Record for the Hearing of the Approval of the Settlement and Certification of the Action; and
- c) file with the Court proof of publication of Notice in accordance with the Order aforesaid.

5. Hearing for the Approval of the Settlement and Consent Certification of the Action

5.1. At the Hearing for the approval of the Settlement and Certification of the Action, the parties shall ask the Court to:

- a) Certify the Action as a class proceeding pursuant to the CPA on behalf of the following class for the sole purpose of giving effect to the Settlement Agreement:
 - a) All persons who consumed the Greek style pasta salad, manufactured by Tiffany Gate Foods Corporation between May 1 2002 and May 31, 2002 and who became ill as a consequence of the contamination of this salad with shigella sonnei bacteria; or*
 - b) All living parents, grandparents, children, grandchildren, siblings and spouses (within the meaning of s. 61 of the Family Law Act R.S.O. 1990 c. F.3, as amended) of Class Members.*
- c) declare that this Agreement, including all Schedules, and the Settlement described herein, is reasonable, fair and in the best interest of the Class;
- d) approve this Agreement and the Settlement, including Class Counsel Fees, and order the Parties and all Class Members to comply with it;
- e) approve the Deadline;
- f) declare that any member of the Class who has not opted out of the Class by submitting a completed Opt-Out Form to the Claims Administrator, postmarked on or before the Deadline is bound by the terms of this Agreement;
- g) incorporate of this Agreement by reference into the Final Order;
- h) appoint the Claims Administrator for the purposes of administering this Settlement in accordance with this Agreement;
- i) order that the Arbitrators / Mediators be appointed for the Settlement;

- j) dismiss the Action, without costs, except to the extent that a Class Member timely submits an Opt-Out Form in accordance with this Agreement, such dismissal to be of the same force and effect as if such order has been pronounced following a trial of this Action on the merits;
- k) release the Released Persons from any and all Settled Claims of the Settlement Class Members;
- l) enjoin each Settlement Class Member from submitting a Claim Form which the Settlement Class Member knows contains a false statement of fact;
- m) reserve the Court's continuing exclusive jurisdiction over the Parties and the Settlement Class Members, to supervise, construe and enforce this Agreement in accordance with its terms, for the mutual benefit of all parties; and
- n) approve the Notice of Settlement;
- o) approve the payment of Settlement Compensation to minors or persons under a disability.

5.2. The Parties will use their due diligence and shall co-operate in order to secure the appropriate court orders and approvals necessary to implement and give effect to this Agreement.

5.3. This Settlement Agreement shall become effective following its approval by the Court.

6. Publication of Notice of the Approval of the Settlement and Certification of the Action

6.1. Class Counsel shall cause to be published the Notice of the Approval of the Settlement and Certification of the Action in accordance with the Court Order.

6.2. The Defendant shall bear the costs of the publication and distribution of the Notice Settlement as contemplated by paragraph 1 of the Notice Plan.

7. Settlement Compensation

7.1. Pursuant to this Settlement Agreement, and subject to its terms and conditions, the Defendant has agreed to and shall, subject to court approval, make payments to Qualified Claimants as outlined below.

7.2. There will be a maximum of one FLA award per qualified claimant regardless of the number of FLA claimants related to that qualified claimant. In the event there is more than one FLA Claimant for one FLA award, the FLA award shall be shared by and paid to each FLA claimant on a pro-rata basis, including FLA Claimant under the age of Eighteen years. A qualified claimant can also be a FLA claimant in regards to another qualified claimant. The Claims Administrator may require reasonable proof of the FLA relationship between a FLA claimant

and a qualified claimant. The FLA claimant shall further sign and provide to the Claims Administrator a statutory or Solemn Declaration stating the basis for the loss of care, guidance and companionship as a result of the injury sustained by the qualified claimant.

Category	Amount	FLA Award	Out of pocket and income loss expense
1. Illness of 0-1 days	\$0	\$0	\$0
2. Illness of 1 to 3 days	\$1,000.00	\$ 250.00	To be assessed by the Claims Administrator.
3. Illness of 4 to 9 days	\$2,000.00	\$ 500.00	To be assessed by the Claims Administrator.
4. Illness of 10 to 15 days	\$4,000.00	\$ 750.00	To be assessed by the Claims Administrator.
5. Illness of 16 to 22 days	\$6,000.00	\$1,200.00	To be assessed by the Claims Administrator.
6. Illness transpiring over a period in excess of 22 days	\$8,000.00	\$1,500.00	To be assessed by the Claims Administrator.

7.3. Supporting documentation, which reasonably satisfies the Claims Administrator and/or the Mediator/Arbitrator, must be provided by Qualified Claimants to support all claims for out-of-pocket expenses.

7.4. Supporting documentation, which reasonably satisfies the Claims Administrator and/or the Mediator/Arbitrator, must be provided by Qualified Claimants to support all claims for loss of income. If Qualified Claimants used vacation or sick days as part of their employment benefits package, and if approved by the Claims Administrator, a maximum daily rate of \$127.00 Canadian will be paid as compensation for loss of income.

7.5. If Qualified Claimants lost income, and did not have employment benefits, such as vacation days or sick days, they must provide reasonable supporting documentation to the Claims Administrator in support of their claim for lost income.

7.6. If a Claimant has previously signed a release in favour of the Defendants in relation to any matters alleged in this Action, that person will be disentitled to any further payment and shall be an Excluded Person as defined in this Agreement.

7.7. If a Claimant disagrees with their Settlement Compensation, the Claimant may elect to proceed to mediation and / or arbitration, as set out in paragraph 10 of this Agreement.

8. Claims Process

8.1. Class Members who wish to assert a claim for Settlement Compensation pursuant to paragraph 7 above, must file a Claim Form in the form attached as Schedule "A" to this Agreement, postmarked on or before the Deadline, failing which, the Class Member is not entitled to compensation. It is the responsibility of the Class Member to ensure that the Claim Form is submitted to the Claims Administrator, postmarked on or before the Deadline.

8.2. The Parties hereby acknowledge that some Class Members have already provided Class Counsel with information relative to their claims and that same was electronically migrated to the Claims Administrator. Such information is expressly accepted as accurate by the Claims Administrator and satisfactory compliance with the Claim Form requirement so that those Class Members whose information was migrated to the Claims Administrator do not need to file a Claim Form. Class Members whose information was migrated successfully shall nevertheless advise the Claims Administrator of their current address and contact information by sending a Confirmation Form in the form attached as Schedule "A-1" which shall be submitted to the Claims Administrator, postmarked on or before the Deadline.

8.3. Notwithstanding any provision to the contrary in this Agreement, Class Members shall be given the opportunity, at least 30 days prior to the Deadline, to confidentially verify on the Claims Administrator's website, or on a website to be designated by the Claims Administrator, that information relative to their claim has been migrated. In the event no information was migrated, or if the information migrated is inaccurate, incomplete or otherwise out of date, regardless of the reasons, the Class Member shall file a Claim Form with the Claims Administrator, postmarked on or before the Deadline.

8.4. The Claim Form must be submitted to the Claims Administrator by mail or delivery to 3-505, 133 Weber St N. Waterloo, Ontario, N2J 3G9,

8.5. The Claims Administrator shall accept every Claim Form that is postmarked on or before the Deadline.

8.6. The Claims Administrator shall reject any Claim Form not clearly postmarked on or before the Deadline.

8.7. The Claims Administrator shall assign a unique claim file number for identification purposes to each Claim Form.

8.8. Intentionally deleted

8.9. In the event that a Claimant submits a Claim Form on or before the Deadline and the Claims Administrator determines that the Claim Form is not sufficient to qualify the Claimant for compensation, including for any of the following deficiencies:

- a) the supporting documentation submitted in support of the claim does not meet the criteria defined in this Agreement for Supporting Documentation;
- b) inadequate documentation was submitted;
- c) the Claim Form is incomplete;
- d) no or inadequate documentation was provided to support claims for loss of income or out of pocket expenses;
- e) the supporting Documents do not support the level of award claimed; or
- f) no proof of the Qualified Claimant's relationship to an FLA Claimant was provided;

the Claims Administrator shall notify a Claimant of such deficiencies forthwith by regular mail indicating to the Claimant the manner in which the deficiency should be resolved.

8.10. If the Claims Administrator notifies a Claimant of any deficiencies, those deficiencies must be remedied within forty-five (45) days of the date the deficiency notice is sent to the Claimant. If those deficiencies are cured within this time, the Claims Administrator shall proceed to process the claim. Failure to remedy a deficiency within forty-five (45) days shall result in the rejection of that portion of the claim to the extent that it is deficient. The Claims Administrator shall pay any portion of the claim which is not in dispute.

8.11. In the event the information relative to a Class Member electronically migrated to the Claims Administrator is determined to be insufficient by the Claims Administrator, notification of the deficiencies and the process to cure those deficiencies shall be identical to the process described above.

8.12. A Notice of Disallowance in the form attached as Schedule "D" to this Agreement will be mailed to the Claimant at the address listed in the Claim Form. A copy of the Notice of Disallowance shall be sent to Class Counsel at the time it is sent to Claimants.

8.13. Any amount payable to a Class Member who is a minor shall be paid to the Accountant of the Superior Court of Justice to be held and paid out to the minor upon attaining the age of eighteen years, subject to any further order which the court may in the meantime make. In such event, the claim form shall be signed by the minor's parent(s) with whom the minor resides or the person who has custody of the minor, which parent(s) or person must provide the claims administrator with the authority to act.

8.14. Any amount payable to a Class Member who is an adult party under a disability shall be paid to the party's guardian of property, attorney for property or to the Accountant of the Superior Court of Justice. In such event, the claim form shall be signed by the party's guardian of property or attorney for property which must provide the claims administrator with their authority to act .

8.15 Any amount payable to a Qualified Claimant who is a deceased party shall be paid to the Qualified Claimant's estate, care of the executor, estate administrator or estate trustee, who must sign the claim form and provide evidence to the claims administrator of their authority to act.

8.16. Notwithstanding the foregoing, any amount of \$250.00 or less, otherwise required to be paid into court pursuant to Rule 7.09 of the *Rules of Civil Procedure* or other applicable legislation, shall be paid in trust for the benefit of the claimant(s) as follows:

a) in the case of a minor, to the minor's parent(s) with whom the minor resides or the person who has custody of the minor;

b) in the case of a person under a disability, to the party's guardian of property or attorney for property;

c) in the case of a deceased party, to the Qualified Claimant's estate, care of the executor, estate administrator or estate trustee;

8.17. The Claims Administrator shall report quarterly to counsel for the Parties regarding its activities and progress. Such reports shall address, at a minimum, the number of Claim Forms received, the status of such claims (i.e. number processed, number in process, number rejected), and, for claims that have been processed and for which information is readily available, the number of Awards issued, the number of claims that have been disallowed or denied and the basis for such disallowance or denial.

8.18. Class Counsel have the right to review and audit any and all disallowed or denied Claims for the purposes of ensuring that the basis for such disallowance is in accordance with the terms of this Agreement. Such review and audit must be completed within 30 days of the day Class Counsel is informed of the basis thereof.

8.19. Defendant's Counsel have the right to review and audit any and all Claims for the purposes of ensuring that the basis for approval or disallowance is in accordance with the terms of this Agreement. Such review and audit must be done within 30 days of the approval or disallowance.

9. Assessment of Claims

9.1. For Claim Categories 1, 2 and 3, the Claims Administrator shall review and assess each Class Member's Claim Form and Supporting Documentation if necessary to determine if the Class Member meets the criteria for Qualified Claimant.

9.2. The Claims Administrator shall review whether the Qualified Claimant's Claim is solely for General Damages, in which case the Administrator will proceed to make payment as set out below.

9.3. For the following categories:

a) If any Qualified Claimant's Claim for Special Damages exceeds \$1,500.00; or

- b) If a Class Member claims to be in Claim Categories 4, 5 or 6 (“Reviewable Claims”)

the Claims Administrator shall:

- a) review the Supporting Documentation submitted in support of such Claims;
- b) recommend the amount of compensation that may be payable;
- c) shall forward the Claim Package, along with a letter setting out its assessment of compensation, to Defendant’s Counsel for their assessment within 30 days of receipt.

9.4. Defendant’s Counsel shall have 30 days to notify the Claims Administrator of their approval or rejection of the Reviewable Claims and of the amount of the Award, if any.

9.5. Notwithstanding any other provision to the contrary in this agreement, if Class Counsel or the Class Member does not agree with the approval or rejection of any Claim, and/or the amount of any Award, then Class Counsel or the Class Member may request mediation and/or arbitration, as set out in the herein section.

9.6. If the issues cannot be resolved by mediation, then either party may elect to proceed to arbitration, as set out in paragraph 10 to this Agreement.

9.7. If no notice of mediation is received within 30 days by Defendant’s Counsel following their approval or rejection of the Reviewable Claims and / or the amount of the Award, if any, the Award or assessment shall be deemed to be accepted by the Class Member and the Claims Administrator shall proceed to make payment, if any, in accordance with the provisions of this Agreement.

9.8. Within 60 days after the Deadline, the Claims Administrator shall provide to all Counsel a list of approved Claims with the total Approved Awards to be made to Qualified Claimants.

9.9. Within 30 days of receipts of the Approved Awards list, Defendant’s counsel shall provide to the Claims Administrator, by wire transfer to the Settlement Fund, the total Approved Awards amount.

9.10. Immediately after receipt of the wire transfer, the Claims Administrator shall distribute the Awards to Qualified Claimants from the Settlement Funds.

9.11. The Claims Administrator shall administer the relief provided by this Agreement by resolving claims in a rational, responsible, cost-effective and timely manner, with the object that Awards be distributed or paid to all Qualified Claimants within 90 days of the Deadline.

9.12. For Claims submitted prior to the Deadline, and for which the Award has not been approved or agreed upon by the date on which the wire transfer to the Settlement Fund occurs, and where such Award is later approved or agreed upon, the Defendant shall make payment for such claims, on an aggregate basis, within 30 days of the agreement or approval to the Settlement Fund. The Claims Administrator shall promptly pay this Award to the Class Member.

9.13. If a mediation is conducted pursuant to this Settlement, the award, if any, following the mediation will be paid by the Defendant to the Claims Administrator within 30 days of the agreement to pay. The Claims Administrator shall promptly pay this Award to the Class Member.

9.14. If an arbitration is conducted pursuant to this Settlement, the award, if any, following the arbitration will be paid by the Defendant to the Claims Administrator within 30 days of the agreement to pay or the arbitration decision. The Claims Administrator shall promptly pay this Award to the Class Member.

9.15. The Awards shall be paid as directed by the Class Member on their Claim Form.

9.16. The Claims Administrator shall maintain reasonably detailed records of its activities under this Agreement, including all Claims Forms, disallowance and all disbursements paid to Qualified Claimants, until one (1) year after the claims are finally resolved and/or paid and in any event until the report relative to the administration of the claims is filed with the court. Such records shall be made available upon request for inspection by any Party.

9.17. The Claims Administrator shall offer services in both French and English, if requested.

9.18. The Claims Administrator and any person appointed by the Claims Administrator to assist in the administration of the settlement must sign and adhere to a confidentiality statement, in a form satisfactory to the Parties, by which it agrees to keep confidential any information concerning Class Members or the Defendant, and the Claims Administrator shall institute and maintain procedures to ensure that the identity of all Class Members and Parties, and all information regarding their claims and submissions will be kept confidential and will not be provided to persons except as may be provided for in this Settlement Agreement or as may be required by law.

9.19. The Claims Administrator shall be required to administer all monies payable under the Settlement Agreement and to process the Claim Form Packages in accordance with this Settlement Agreement and the Schedule of Payments.

9.20. The Claims Administrator shall be subject to removal by the Court for cause, including on a motion by a Party on reasonable notice to the other Parties and the Claims Administrator.

9.21. In the event that the Claims Administrator is unable to continue to act for any reason, the parties may propose a substitute Claims Administrator, subject to approval of the Court.

9.22. The Defendant will pay the reasonable fees and disbursements of the Claims Administrator for the services described herein. If the Defendant disputes the nature or amount of any such fees or disbursements, a motion must be made to the Court on notice to Class Counsel and to the Claims Administrator, and the Court shall fix the amounts properly due and payable to the Claims Administrator hereunder.

10. Appointment and Role of the Mediators / Arbitrators

10.1. If the Claimant or the Defendant wishes to dispute the Award they shall notify the Claims Administrator in writing within 30 days of receiving the assessment about their intention to proceed to mediation, failing which the Award shall be deemed to be accepted by the Parties.

10.2. The Parties are encouraged to attempt to resolve their claims between themselves before referring the matter to mediation.

10.3. Class Counsel and the Defendant's Counsel shall jointly propose to the Court that Paul Torrey and Anne Mullins be appointed as the Mediators / Arbitrators under this Settlement Agreement, respectively for the Toronto and for the Ottawa regions.

10.4 In the event that the Mediators / Arbitrators, or either of them, are unable to continue to act for any reason, the parties shall propose a substitute Mediator(s) / Arbitrator(s), subject to approval of the Court.

10.5. The Mediators / Arbitrators shall be subject to removal by the Court for cause on a motion by any Party at any time, on reasonable notice to all Parties and to the relevant Mediator / Arbitrator.

10.6. The Mediators shall convene a mediation within 45 days, or as soon as is reasonably possible, following receipt of a Party's notice of intention to proceed to mediation.

10.7. If the mediation is successful, any payment shall be made according to the settlement and the terms of this Agreement.

10.8. If the mediation is unsuccessful, either Party may request that an arbitration be convened by the Arbitrator / Mediator within 45 days, or as soon as is reasonably possible.

10.8(1) Costs of mediation shall be equally shared between the Parties to the mediation.

10.9. The Arbitrators shall be responsible for hearing and deciding issues raised by the Parties and/or Claimants in their respective regions. The Parties shall enter into an Arbitration Agreement, should arbitration be necessary.

10.10. The relevant Arbitrator shall deliver written reasons for his or her decision on each issue raised within 30 (thirty) days following the arbitration.

10.11. The Arbitrators shall sign and adhere to a confidentiality statement, in a form satisfactory to the Parties, by which he or she agrees to keep confidential any information concerning Class Members and the Defendant.

10.12. The Arbitrators shall exercise their discretion in awarding costs to or against a party to the Arbitration, and, in the exercise of this discretion, may consider any offers to settle made by any party.

11. Opting-Out

11.1. Members of the Class who do not wish to participate in this Settlement Agreement shall have the right to Opt Out.

11.2. Every Settlement Class Member who does not Opt Out in accordance with this Agreement shall be bound as of the Final Order Date and by the releases contained in this Agreement, whether or not the Class Member submits a Claim Form and / or receives an Award.

11.3. Members of the Class who wish to Opt Out of this Settlement Agreement shall complete an Opt Out Form in the form attached as Schedule "F" to this Agreement and returned to the Claims Administrator by regular mail:

a) postmarked on or before the Opt-Out Deadline,

11.4. Any Class Member who opts-out shall:

- a) not be bound by any further orders or judgments entered in this Action;
- b) not be entitled to relief under this Agreement;
- c) not gain any rights by virtue of this Agreement;
- d) be excluded from the terms of this Settlement Agreement and from any and all rights and obligations under this Settlement Agreement;
- e) shall, as provided by law, retain the right to commence or continue proceedings against the Defendant or any third parties in respect of the consumption of the Defendant's Greek style pasta salad.

11.5. If any Member of the Class Optes Out of this Settlement Agreement, each and every person related to a member of the Class (FLA Member) who has Opted Out shall be deemed to also have Opted Out.

11.6. Members of the Class who do not Opt Out in the manner prescribed shall be deemed to have elected to participate in this Settlement Agreement, and shall be bound by this Settlement Agreement and all related Court orders, and shall be forever barred from commencing any proceeding against the Released Parties, or any other parties who may claim contribution or indemnification from the Defendant in respect to the Action.

11.7. Members of the Class who have commenced individual proceedings against the Defendant or any one or more of the Released Parties in respect of the consumption of the Defendant's Greek style pasta salad, and who fail to file an Opt Out Form by the Opt Out Deadline shall be deemed to be bound by the terms of the relevant Final Order, and shall be deemed to have consented to a dismissal of their individual proceedings without costs.

11.8. If a member of the Class does not Opt Out, any person related to a member of the Class (FLA Member) who asserts a right to sue the Defendant or any Released Party in respect to the consumption of the Defendant's Greek style pasta salad by reason of his or her relationship with

that member of the Class shall be conclusively deemed to have elected to participate in this Settlement Agreement.

11.9. The Claims Administrator shall aggregate all Opt Outs received by it and shall deliver all documents related to such Opt Outs within 10 days of the Opt-Out Deadline to Class Counsel and Defendant's Counsel.

11.10. No person may opt out on behalf of a minor or a person under a disability without leave of the Court, after notice to the Children's Lawyer or the Public Guardian and Trustee, as the case may be.

12. Waiver of Limitation Defence

12.1. For the purpose of making a claim under this Settlement Agreement, no claimant shall be considered ineligible to receive any compensation set forth in this Settlement Agreement, on the basis of any statute of limitation, prescription period, or any other limitation or prescription defence, except as otherwise provided herein.

12.2. Nothing in this Agreement shall constitute or be deemed to constitute a waiver by the Defendants of defences based on statutes of limitation or repose, laches, prescription period or any other limitation or prescription defence with respect to claimants who opt-out. Without limiting the generality of the foregoing, nothing in this Agreement shall constitute or be deemed to constitute a waiver in respect of any Class Member who opts-out of the Action by submitting an Opt-Out Form to the Claims Administrator postmarked on or before the Deadline.

13. Releases and Jurisdiction of the Courts

13.1. As of the Final Order Date, each Settlement Class Member whether or not he or she submits a Claim Form or otherwise receives an Award, will be deemed by this Agreement to have, and by operation of the Final Order, to have individually, completely and unconditionally released, forever discharged and acquitted the Released Persons from any and all of the Settled Claims.

13.2. As of the Final Order Date, the Settlement Class Members will be forever barred and enjoined from commencing, instituting or prosecuting any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively or derivatively, asserting against any of the Released Persons any claims that relate to or constitute any of the Settled Claims.

13.3. The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Action, Parties, Class Members and the Claims Administrator to interpret and enforce the terms, conditions and obligations under this Agreement.

13.4. Nothing in this Agreement should be taken as constituting admission of any wrongdoing or liability on the part of the Defendants.

14. Protection from Third Party Claims

14.1. It is the intent of this Agreement that no Settlement Class Member shall recover, directly or indirectly, any sums from the Defendants for Settled Claims other than those sums available under this Agreement and that the Defendants shall make no payments to any third party for any amounts arising out of a Settled Claim brought by a Settlement Class Member against such third party.

14.2. In cases where there are claims or liens by a third party for payments made or services rendered to a Settlement Class Member relating to the Settled Claims including, without limitation, subrogation claims and liens of insurers (collectively "Subrogation Claims"), such Settlement Class Member shall provide the Claims Administrator with notice of such Subrogation Claims as soon as such claims are discovered. The Claims Administrator shall pay or otherwise extinguish such Subrogation Claims from any Award payable to such Settlement Class Member (provided such Settlement Class Member is a Qualified Claimant), prior to disbursing the balance, if any, of the Award to such Settlement Class Member. If such Subrogation Claims are not extinguished or paid, and in the event that the Defendants are subject to claims by any third party in respect of such Subrogation Claims, the Settlement Class Member on whose behalf such Subrogation Claims arose shall hold harmless, reimburse and indemnify the Defendants in the amount of any such liability to the third party.

14.3. The Parties intend that this Agreement and the Settlement will preclude any and all claims for contribution and/or indemnity against a Released Person with respect to any matter arising out of or in any way connected with the Settled Claims to the extent allowed by law. If a claim for contribution or indemnity is made against a Released Person in a proceeding commenced by a Settlement Class Member, the Settlement Class Member and the Released Person shall seek an order from the Court that all claims for contribution and indemnity against the Released Person, however denominated (including claims for equitable contribution or partial indemnity), whether arising under the laws of Ontario or any other province or jurisdiction, that are based on or arise from Settled Claims are barred, extinguished, discharged, satisfied and otherwise enforceable.

14.4. In the event that a third party obtains a judgment for contribution or indemnification against a Released Person with respect to any Settled Claims, the Settlement Class Members agree to reduce their judgments against such third parties by the amount, percentage, or share of such judgment necessary to satisfy any such judgment or indemnification of the benefit of the Released Person. If, despite the provisions in this section, the Released Persons makes a payment of any judgment due to a claim for contribution and/or indemnification arising out of a claim brought by a Settlement Class Member against a third party with respect to a Settled Claim, such Settlement Class Member shall indemnify the Released Person for such amount.

15. Class Counsel Fees

15.1. Class Counsel shall seek Court approval of Class Counsel Fees of \$700,000.00 (inclusive of disbursements) plus applicable taxes, to be paid by the Defendants within thirty (30) Business Days of the order certifying the Action as a Class Proceeding (the Final Order), which shall constitute Class Counsel's fee for representing the Class in the herein Action.

15.2. Claimants who retain lawyers, including Class Counsel, to assist them in making their individual claims pursuant to this Settlement Agreement or to Challenge the classification or rejection of their claim, shall be responsible for the legal fees and expenses of such lawyers in accordance with the terms of the retainers executed by them.

15.3. The Defendant shall support Class Counsel's application to the Court at the Approval Hearing for approval of Class Counsel Fees as provided herein.

15.4. Class Members who incur expenses, including lawyers' fees, to challenge the decision regarding their Claim shall be responsible for these expenses and / or fees in accordance with the terms of the retainers executed by them.

16. Publicity

16.1. The Parties and their legal counsel (including in particular Class Counsel and Defendants' Counsel), agree that if they are approached by the media to comment on the Settlement, they will inform the inquirer of the fact that the case has been settled to the satisfaction of all Parties and that the Settlement has been approved by the Court as fair, reasonable and in the best interests of the Class. The Parties and their Legal Counsel may communicate the terms of the Settlement and this Agreement. The Parties and their legal counsel will decline to comment on the Settlement in the manner that casts the conduct of any party in a negative light or reveals anything said by either Party or their counsel during the course of settlement discussions.

16.2. Nothing in this Section restricts Class Counsel from communicating with their clients, including all Settlement Class Members.

16.3. Nothing in this Section shall prevent the implementation of the Notice Plan as approved by the Court.

17. Payments to OHIP

17.1. All Compensatory and Loss of Income Payments made under this Settlement Agreement shall be full and final and include all obligations, payments or costs payable to OHIP. A release or undertaking not to sue executed by the Claimant includes a release of all subrogated rights of public or private insurers.

17.2. In consideration of the payments made to Claimants set out in this Settlement Agreement, OHIP hereby undertake not to sue and to release and forever discharge the Released Parties from any and all actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts claims and demands whatsoever that were asserted or could have been asserted by or on behalf of any Class Member relating to the consumption of the Defendant's Greek style pasta salad by Class Members. OHIP further agree not to hereafter make any claims, or take or continue any proceedings against any person, partnership, corporation or other entity who might claim contribution or indemnity or any other relief of a monetary, declaratory or injunctive nature from the Released Parties in connection with the claims released in this Settlement Agreement.

18. No Admissions : No Use

18.1. This Agreement, whether or not consummated, and any proceedings taken pursuant to this Agreement, are for settlement purposes only. Neither the fact of, nor any provision contained in this Agreement or its Schedules, nor any action taken hereunder shall be construed as, offered in evidence as, received in evidence as, and/or be deemed to be evidence of a presumption, concession or any admission of any kinds by any of the Parties of the truth of any fact alleged or the validity of any claim or defence that has been, could have been, or in the future might be asserted in any litigation, court of law or equity, proceeding, arbitration, tribunal, investigation, government action, administrative forum or any other forum, or of any liability, responsibility, fault, wrongdoing or otherwise of any of the Parties except as may be required to enforce or give effect to the Settlement or this Agreement.

18.2. Except as may be required to enforce or give effect to the Settlement and this Agreement or as may be required by law, neither Class Counsel, nor anyone currently or hereafter employed by, associated with, or a partner with Class Counsel, may directly or indirectly participate or be involved in or any way assist with respect to any claim made or action commenced by a Class Member which relates to or arose from the Settled Claims.

19. Termination or Non-Approval of Agreement

19.1. This Agreement shall, without notice, be automatically terminated if the Final Order is not pronounced by the Court or not entered, or if the Final Order is reversed on appeal and the reversal becomes final. In the event of termination, and notwithstanding any other provisions of this Agreement,

- a) all Parties shall be restored to their respective positions immediately prior to the date on which this Agreement is signed by all Parties;
- b) dismissal of the Action shall be deemed to be null and void nunc pro tunc, and the Action shall be reinstated status quo ante;
- c) all statutes of limitations and/or repose for all claims asserted in such cases shall be deemed to have been tolled from the date of signature of this Agreement by all Parties until the date of reinstatement and reactivation, or for such longer period as the law may provide without reference to this Agreement.

19.2. In the event of termination, this Agreement shall have no further force or effect, save and except for paragraph 19 herein which shall survive termination.

20. Payment of Claims Administrator

The Defendants shall be solely responsible for all reasonable fees and disbursements, inclusive of taxes, incurred by or on behalf of the Claims Administrator. If the Defendant disputes the nature or amount of any such fees or disbursements, a motion must be made to the Court on notice to Class Counsel and to the Claims Administrator, and the Court shall fix the amounts properly due and payable to the Claims Administrator hereunder.

21. Miscellaneous Provisions

21.1. Except as otherwise expressly stipulated in this Agreement, the rights conferred on the Class Members by this Agreement are personal to, and may be exercised solely by the individual Class Members who qualify for an Award under this Agreement and such rights may not be assigned, transferred, sold, conveyed, charged, encumbered, mortgaged, inherited or otherwise disposed of in any way, except to the Class Members estate or successor(s) as and if applicable.

21.2. This Agreement, including all Schedules hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter of this Agreement and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of this Agreement.

21.3. This Agreement may not be changed, modified or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that the Schedules attached hereto may be modified by subsequent agreement of the Defendant's Counsel and Class Counsel prior to dissemination to the Class.

21.4. This Agreement shall be construed under and governed by the laws of the province of Ontario, applied without regard to the laws applicable to choice of law.

21.5. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile shall be as effective as original signatures.

21.6. Subject to paragraph 19 hereof, this Agreement shall be binding upon and inure to the benefit of the Settlement Class, the Parties and their respective heirs, predecessors, administrators, successors and permitted assigns.

21.7. The headings of the sections in this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

21.8. Any notice, instruction, application for Court approval or application for Court orders sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or by facsimile during normal business hours, or sent by registered or certified mail, postage paid:

- a) if to the Defendants, to the attention of Steve Stieber, Stieber Berlach LLP, Barristers and Solicitors, 130 Adelaide Street West, Suite 900, Toronto, Ontario, M5H 3P5, fax number 416-366-1466 or to such other individuals and addresses as the Defendants may designate in writing from time to time;
- b) if to the Plaintiffs, to the attention of David G. Merner, McPhadden, Samac, Merner, Barry, Barristers and Solicitors, Suite 300, 8 King Street West, Toronto, Ontario, M5C 1B5, fax number (416) 363-7485 or to the attention of Stacey Lister, Nelligan O'Brien Payne, 66 Slater Street, Suite 1900, Ottawa Ontario, K1P 5H1, fax number (613) 788-3658 or to such other individuals and addresses as the Plaintiffs may designate in writing from time to time; and
- c) if to other recipients, as the Court may specify.

21.9. The Schedules to this Agreement are as follows:

- a) Schedule "A": Claim Form
- b) Schedule "B": Notice of Certification and Proposed Settlement
- c) Schedule "C": Notice of Settlement
- d) Schedule "D": Notice of Disallowance
- e) Schedule "E": Notice Plan
- f) Schedule "F": Opt-Out Form
- g) Schedule "G": Order approving the Notice of Hearing for Approval of the Settlement and Certification of the Action
- h) Schedule "H": Order approving the Settlement and certifying the Action

21.10. No waiver of any provision of this Agreement shall be binding on any Party unless consented to in writing by such Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, and no waiver of any provision of this Agreement shall constitute a continuing waiver unless expressly so provided.


21.11. The Defendant represents and warrants that:

- a) it has all the requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby;
- b) the execution, delivery and performance of this Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of the Defendant; and
- c) this Agreement has been duly and validly executed and delivered by the Defendant and constitutes its legal, valid and binding obligation.


21.12. The Representative Plaintiff represents and warrants that she has duly authorized Class Counsel to execute this Agreement on her behalf.

21.13. The Defendant represents and warrants that it has duly authorized Defendants' Counsel to execute this Agreement on its behalf.

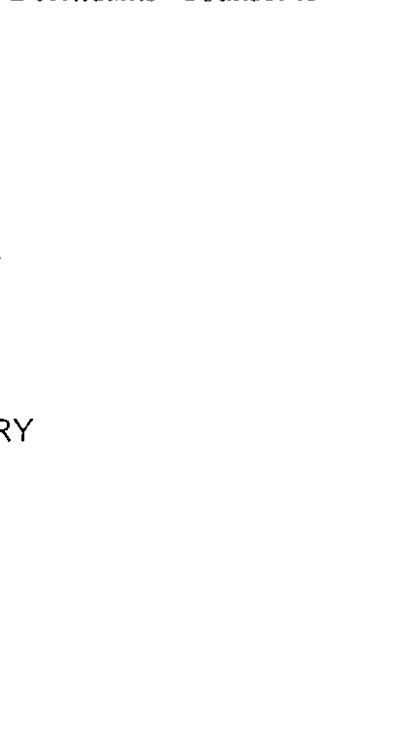
Date: *May 26/08* NELLIGAN O'BRIEN PAYNE LLP

per: 
Co-Class Counsel

Date: *May 26/08* McPHADDEN SAMAC MERNER BARRY

per: 
Co-Class Counsel

Date: *May 21/08* STIEBER BERLACH LLP

per: 
Counsel for the Defendant

SCHEDULE "A"

SCHEDULE "A"
CLAIM Form

Greek Style Pasta Salad Class Action Settlement

A proposed settlement in a class action lawsuit involving Greek-Style pasta salad manufactured and distributed by Tiffany Gate Foods Corporation between May 1, 2002 and May 31, 2002 and contaminated with shigella sonnei bacteria is pending in the Ontario Superior Court of Justice and may affect your rights. If you consumed the said Greek style pasta salad and as a consequence of the contamination of this salad became ill, you or your living parents, grandparents, children, grandchildren, siblings or spouses may be eligible to receive money under the settlement.

Class Members who are seeking settlement benefits under the proposed Settlement Agreement must complete this Claim Form in its entirety and mail it along with all required documentations to the Claims Administrator. The completed Claim Form and all associated documents must be submitted to the Claims Administrator, postmarked on or before the Deadline, being 45 days following the date of publication of the Approval Notice:

Tiffany Gate Claims Administrator
Crawford Class Action Services
3-505, 133 Weber St. N.
Waterloo, Ontario, N2J 3G9
Attention: Greek Style Pasta Salad Class Action
Tel. 1-866-640-0039
Fax (519) 578-4016

If the completed form, and all necessary documents identified in this form, is not submitted to the Claims Administrator, postmarked on or before the Deadline, being 45 days following the date of publication of the Approval Notice, you may lose your right, if any, to receive a payment under the Settlement.

You may only receive benefits from one of the categories indicated below. If there is any conflict between the provisions in this claim form and the terms of the Settlement Agreement, the Settlement Agreement will control.

Before filing out the form, it is important that you carefully read the instructions below together with the entire form. If you do not understand this form, or want further information on how to complete it, please call 1-866-640-0039. A Claims Administrator can help you. You may also choose to consult with a lawyer, at your own expense, about options under the Settlement Agreement.

Claimant Name:

Are a Qualified Claimant (person who fell ill) or a FLA Claimant (family member of the person who fell ill)? Please check

Qualified Claimant

FLA Claimant

IMPORTANT INSTRUCTIONS

1. **Deadline.** To be eligible for benefits from the Settlement, your completed Claim Form and all required supporting documentation must be submitted to the Claims Administrator, postmarked on or before the **Deadline**, being 45 days following the date of publication of the Approval Notice. If the completed form is not submitted to the Claims Administrator, postmarked on or before the said Deadline, you will lose your rights, if any, to benefits from the Settlement.
2. **Mailing Address.** Send your completed Claim Form and required supporting documents to: **Crawford Class Action Services**, 3-505, 133 Weber St. N., Waterloo, Ontario, N2J 3G9, Attention: Greek Pasta Salad Class Action.
3. **One Form Per Claim.** Each Class Member seeking benefits under the Settlement Agreement must complete and submit a separate Claim Form. **DO NOT** claim for two or more Class Members on the same form. You may photocopy this form, download a copy of this form from www.msmb.ca or www.nclligan.ca or call the Claims Administrator, toll-free, at 1-866-640-0039, to obtain another Claim Form.
4. **Read the Entire Form.** It is recommended that you read the entire form before filling it out to prevent mistakes.
5. **Complete, Correct and Honest Answers.** This form consists of 7 pages. All questions must be answered honestly, completely and accurately, and must be printed or typed. If you run out of space to answer each question completely, please attach additional sheets. The deliberate submission of false or misleading information may result in your being ineligible to participate in the settlement and may result in the imposition of criminal sanctions. The submission of incorrect or incomplete information may delay the processing of your claim, or may lead to the rejection of your claim or the reduction of your benefit. Be sure to submit all required documents. Your application for benefits will not be considered complete without this information, and may be rejected if insufficient information is provided to make a benefit determination.
6. **Keep a Copy.** So that you can document the submission of your completed paper work, it is recommended that you maintain a copy for your records.
7. **This Form does not Guarantee Payment from the Settlement.** Upon receipt of a completed Claim Form and all required supporting documentation, the Claim Administrator will evaluate your claim and will notify you of the benefits, if any, to which you are entitled.
8. **Additional Information.** If the Claims Administrator determines that a Claim Form is incomplete, it may, after reviewing your initial submissions, request missing or incomplete information or documents by notifying you of the deficiencies. Such deficiencies must be cured within 45 days of the date the notice of deficiencies is sent. Failure to cure the deficiencies within this delay will result in the rejection of your claim.
9. **Questions?** If you have any questions regarding the claims process and what is required of you, please call the Claims Administrator, toll-free, at 1-866-640-0039

CLAIM INFORMATION

TO THE EXTENT ALLOWED BY LAW, ALL INFORMATION PROVIDED WILL BE KEPT CONFIDENTIAL AND WILL ONLY BE DISSEMINATED TO THE PARTIES AND OTHER PERSONS INVOLVED IN THE EVALUATION AND PROCESSING OF YOUR CLAIM.

Please read the entire form and follow all instructions carefully.

- 1) **Claimant information:** Please provide the following information about yourself or, if you are filing this claim as the legal representative of another person who cannot file his or her form, provide the following information about the person on whose behalf you are filing the form.

First Name of Claimant	Middle Initial	Last Name
List all other names, including your maiden name, that you have used during the last 10 years		
Street Address		Apt. No.
City	Province	Postal Code
Daytime Phone number	Evening Phone Number	Gender (circle one) M F
Date of Birth(DD/MM/YY)	Date of death (if applicable)	Social Insurance Number

Are you a Qualified Claimant (i.e. person who fell ill)? yes no

If no, what is your relationship with the Qualified Claimant? Please check one.

- Spouse
- Parent
- Grandparent
- Child
- Grandchild
- Sibling

- 2) **Legal Representative Information:** (if applicable) If you are filing this form as the legal representative of another person or an estate, please provide the following information:

First Name of Legal Representative	Middle Initial	Last Name
Street Address		Apt. No.
City	Province	Postal Code
Daytime Phone number	Evening Phone Number	Relationship to Claimant above:

3) **If you are a Qualified Claimant**, please provide the following information regarding your family members who will make a FLA claim in relation to your illness:

Name of FLA claimant	Date of Birth of FLA claimant (dd/mm/yy)	Relationship with Qualified claimant (e.g. spouse, child, sibling, parent)	Contact information of FLA claimant

Please indicate the anticipated **total number of FLA claimants (family claimants)** in relation to your Qualified Claim:

4) Consumption of Greek style pasta salad

A. Did you consume Tiffany Gate Greek style pasta salad between May 1, 2002 and May 31, 2002? yes No

B. Did you become ill as a result of the consumption of the Tiffany Gate Greek style salad? yes No

If you are a FLA claimant, provide the following information relative to the Qualified Claimant (i.e. the person in your family who consumed the Tiffany Gate Greek pasta salad and became ill as a result):

First Name of Qualified Claimant	Middle Initial	Last Name
List all other names, including your maiden name, that you have used during the last 10 years		
Street Address		Apt. No.
City	Province	Postal Code
Daytime Phone number	Evening Phone Number	Gender (circle one) M F
Date of Birth(DD/MM/YY)	Date of death (if applicable)	Social Insurance Number

5) Medical Information (section 5 is not applicable to family claimants)

A. List the name(s) and address(es) of each **physician** you consulted relative to the illness caused by the Tiffany Gate Greek style pasta salad.

Physician's Name		
Address		
City	Province	Postal Code

Duration of care		
Physician's Name		
Address		
City	Province	Postal Code
Duration of care		

* Use additional sheets, if necessary

B. List the name(s) and address(es) of each hospital or healthcare facility where you received inpatient or outpatient treatment (including treatment in an emergency room) relative to the illness caused by the Tiffany Gate Greek style pasta salad.

Hospital or Doctor's Name (for inpatient visits)		
Address		
City	Province	Postal Code
Duration of care		

Hospital or Doctor's Name (for inpatient visits)		
Address		
City	Province	Postal Code
Duration of care		

* Use additional sheets, if necessary

6) Lost Income (employment information)

A. Are you claiming lost income (e.g. salary or wages) as the result of the illness caused by the Tiffany Gate Greek style pasta salad to you or the Qualified Claimant?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

B. If yes, please provide the following information with respect to your employment at the time of the illness caused by the Tiffany Gate Greek style pasta salad:		
Name of Employer	Employer address	Salary or income earned (yearly)

C. Provide the total amount of time you have lost from work as a result of the illness caused by the Tiffany Gate Greek style pasta salad to you or to the Qualified Claimant

7) Category of Illness determination

Please check only one category applicable to the Qualified Claimant's personal situation

Category	Check one
1. Illness of 0-1 days	
2. Illness of 1 to 3 days	
3. Illness of 4 to 9 days	
4. Illness of 10 to 15 days	
5. Illness of 16 to 22 days	
6. Illness transpiring over a period in excess of 22 days	

8) REQUIRED DOCUMENTS

ATTACHED (check)	NONE (check)	REQUIRED DOCUMENTS
		A. Fully Completed and signed Claim Form (this document)
		B. Copies of all medical bills or invoices related to any medical treatment, including in-patient treatment, outpatient treatment and diagnostic tests conducted, provided to Claimant as a result of the illness caused by the Tiffany Gate Greek style pasta salad.
		C. If a Claimant is a spouse, sibling, parent, grandparent, child, grandchild of a Qualified Claimant (i.e. the person who was ill), a statutory declaration establishing the relationship between the Claimant completing the form and the Qualified Claimant.
		D. If claiming on behalf of a deceased person, include complete copies of Will appointing the trustee or the Certificate of Appointment of a EstateTrustee without a will if applicable.
		E. If claiming on behalf of a child, a statutory declaration establishing the parental relationship to the child claimant and the age of the child, and if applicable a copy of custody order, court order appointing guardian of property of child or statutory declaration of the person with custody of child
		F. If claimant is seeking benefits for lost income (wages, salary, etc.), a complete copy of Claimant's Notice of Assessment for the year 2002.
		G. If claiming on behalf of a mentally incapable person, copy of a continuing power of attorney for property, or court order appointing a guardian of property or appointing a committee of estate or Certificate of Statutory Guardianship
		H. Any results of medical tests conducted in relation to the illness caused by the Tiffany Gate Greek style pasta salad.
		I. Any Doctor's or medical reports or diagnosis prepared or made in relation to the illness caused by the Tiffany Gate Greek style pasta salad.

9) Confidentiality

I understand that reasonable efforts will be made to maintain the confidentiality of the claimant's medical and personal information, but, by signing below, I hereby consent to the disclosure of the information contained herein to the extent necessary to process my claim for benefits pursuant to the Settlement Agreement.

10) Declaration under penalty or perjury

**READ THE FOLLOWING IMPORTANT INFORMATION
CAREFULLY BEFORE SIGNING AND MAILING THIS FORM**

By signing below, I acknowledge and understand that this form is an official document approved by the Court, and that submitting it to the Claims Administrator is equivalent to filing it with the Court.

By signing below, I hereby declare, under penalty of perjury, after reviewing the information that has been provided on this form, that all of the information provided in this form is true and correct to the best of my knowledge, information and belief, and I declare that no deliberate misrepresentations have been made. I further declare, under penalty of perjury, that all of the medical records and reports, authorizations and other documents provided with this form are true and correct to the best of my knowledge, information and belief.

By signing below, I further acknowledge and understand that, if the Claims Administrator determines that I have deliberately provided false or misleading information, benefits to which I might otherwise be entitled may be denied or reduced in the discretion of the Claims Administrator.

(Signature of Claimant)

____/____/____
(Date – MM/DD/YYYY)

Mail this form and all attachments to:

CRAWFORD CLASS ACTION SERVICES
3-505, 133 Weber St. N.
Waterloo, Ontario, N2J 3G9
Attention: Greek Style Pasta Salad Class Action
Tel. 1-866-640-0039
Fax. (519) 578-4016

SCHEDULE “B”

NOTICE TO CONSUMERS OF GREEK STYLE PASTA SALAD
BETWEEN MAY 1, 2002 AND MAY 31, 2002 IN CANADA AND
THEIR RELATIVES OF

PROPOSED SETTLEMENT OF CLASS ACTION

PLEASE READ THIS NOTICE CAREFULLY IT MAY AFFECT YOUR LEGAL RIGHTS

NOTICE

This notice is directed to all persons in Canada who consumed Greek style pasta salad between the 1st of May, 2002 and the 31st of May 2002 and who became ill, and all persons as are described in Section 61 of the *Family Law Act* who suffered compensable loss by reason of that relationship to a person falling within the defined class ("Class Members")

A class proceeding was commenced against Tiffany Gate Foods Corporation ("Tiffany Gate") alleging that Tiffany Gate was responsible for the manufacture of Greek style pasta salad that was consumed by Class Members. Tiffany Gate has vigorously denied all allegations that it was responsible for the contamination of any of its products and continues to deny any wrongdoing or liability of any kind to Class Members.

An agreement (the "Settlement" or "Settlement Agreement") has been reached and in order for the Settlement Agreement to become effective, it must be approved by the Ontario Superior Court of Justice.

SETTLEMENT TERMS AND BENEFITS

If the Settlement Agreement is approved, Class Members will be eligible to receive compensatory payments under the Settlement in accordance with their level of illness. The payment will be based, among other things, on the number of days the claimants were ill. The Settlement Agreement describes in detail payment amounts for different durations of illness. Generally, so that you can decide about your rights before the Settlement is final, the following gives an overview:

Payments for those who qualify could range from \$1,000 to \$8,000 respectively for persons who were ill for 1 to 3 days and those who were ill in excess of 22 days. Payments for the relatives of the persons who were ill range from \$250 to \$1,500 for the same respective durations of illness. The amounts set forth above are intended to provide fair and reasonable compensation for general damages. In some cases, any loss of income from employment that is proven with supporting documentation as set out in the Settlement Agreement will be paid in addition to the compensatory payments outlined above.

Further details about the terms of the Settlement can be found at www.msmb.ca and www.nelhgan.ca

PROPOSED CLASS

The Settlement Agreement proposes certification of the following Class:

- a) All persons who consumed the Greek style pasta salad manufactured by Tiffany Gate Foods Corporation, between May 1 2002 and May 31, 2002 and who became ill as a consequence of the contamination of this salad with shigella sonnei bacteria, or
- b) All living parents, grandparents, children, grandchildren, siblings and spouses (within the meaning of s. 61 of the *Family Law Act R.S.O. 1990 c. F.3, as amended*) of Class Members

CLAIMS PROCESS

Class members will have 45 days after the Notice of Approval and certification is published to submit their Claim Form and package or their Opt-out form to the Claims Administrator. The actual date will be indicated in a second Notice to be published in this Newspaper. Claims package and all other forms applicable to the Settlement can be obtained now at www.msmb.ca and www.nelhgan.ca or by calling the Claims Administrator at 1-866-640-0039 proposed Class Counsel at 416-363-7485 or at 613-238-8080

CLASS COUNSEL RECOMMENDATION

Class Members in Canada are represented by the law firms of McPhadden, Samac, Merner, Barry (Toronto - 416-363-5195) and Neligan O'Brien Payne (Ottawa - 613-238-8080). Their websites are www.msmb.ca and www.nelhgan.ca. Class Counsel are experienced in product liability litigation and recommend the Settlement. Detailed material in support of Settlement approval and approval of Class Counsel fees are posted at www.msmb.ca and www.nelhgan.ca and may be updated from time to time. Class Members are encouraged to review this material in considering whether or not to object to the Settlement.

SETTLEMENT APPROVAL HEARING & CLASS MEMBERS' RIGHT TO OBJECT

This Notice is to advise you of the Approval Hearing for the Settlement in the hereinaction brought on behalf of Class Members resident in Canada, which will take place on **July 4, 2008 at 10:00 a.m.**, at 361 University Avenue, Toronto, Ontario

Members of the proposed class who do not oppose the Settlement need not appear at the hearing or take any other action at this time to indicate their desire to participate in the Settlement. Members of the proposed class are entitled to object to the Settlement and have the right to appear at the appropriate hearing, in person or through a lawyer. Members of the proposed class who wish to object to the Settlement are encouraged to send an objection in writing by mail or by fax, delivered on or before June 25, 2008, to the Claims Administrator at the address or fax number below. All written objections will be presented to the Court for consideration. If a written objection is filed, it is requested that the written objection include the following information:

1. The individual's name, address, telephone number, fax number, and e-mail address
2. A statement that he or she is a member of the proposed class
3. A brief statement of the nature of and reasons for the objection
4. Whether he or she intends to appear at the appropriate Court hearing in person or through a lawyer and if through a lawyer, the lawyer's name, address, telephone number, fax number and e-mail address

Even if a written objection is not filed and/or an intention to appear is not indicated, Class Members will be entitled to appear and raise any objections at the applicable approval hearing, at the Court's discretion.

Those claimants whose information was already migrated electronically to the Claims Administrator MUST notify Class Counsel of their updated information.

RIGHT TO OPT OUT

Even if the Settlement is approved and the class proceeding is certified as a class action, Class Members shall have the right to exclude themselves from the Settlement (and the appropriate proceeding), and in such event neither the person who has opted out nor their family members shall be eligible for any of the payments set out in the Settlement Agreement. Any such person who does not opt out shall be bound by the terms of the Settlement Agreement and all related court orders and shall be forever barred from commencing any proceeding against Tiffany Gate or any other third parties in respect of the said pasta salad. An additional notice advising of Court approval of the Settlement, if approval is granted, will be published in this newspaper specifying the deadline by which Class Members will be required to opt out. The proposed opt out deadline is forty five (days) after notice of the approval of the Settlement is published. Class Members are also encouraged to go to www.msmb.ca or www.nelhgan.ca for updated information and important dates.

CLASS COUNSEL FEES

Under the terms of the proposed Settlement, Class Counsel will seek \$700,000 in legal fees. These funds shall be paid by Tiffany Gate in addition to the Compensatory Payments to Class Members and OHIP. Class Counsel fees are subject to the approval of the Court.

CLAIMS ADMINISTRATORS

Crawford Class Action Services
3-505, 133 Weber St. N.
Waterloo, Ontario, N2J 3G9
Tel. 1-866-640-0039

Questions about the Settlement

Do not direct any questions about this notice or the Settlement to the Court. The Court cannot answer them. Any questions should be directed to Class Counsel and/or the Claims Administrator following a review of the Settlement Agreement and Exhibits including the claim form on www.msmb.ca and at www.nelhgan.ca

Interpretation

If there is any conflict between the provisions of this Notice and the Settlement Agreement and any of its Exhibits, the terms of the Settlement Agreement shall prevail. This notice has been approved by the Honourable Justice Lax of the Ontario Superior Court of Justice.

SCHEDULE "C"

NOTICE OF COURT APPROVAL OF GREEK STYLE PASTA SALAD CLASS ACTION SETTLEMENT AGREEMENT

THIS NOTICE IS TO CONSUMERS OF GREEK STYLE PASTA SALAD MANUFACTURED AND DISTRIBUTED BETWEEN MAY 1, 2002 AND MAY 31, 2002 IN CANADA AND THEIR RELATIVES

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS. YOU MUST ACT WITHOUT DELAY TO COMPLY WITH THE DEADLINES AS SET OUT BELOW.

TO ALL CLASS MEMBERS

a) All persons who consumed the Greek style pasta salad, manufactured by Tiffany Gate Foods Corporation between May 1 2002 and May 31, 2002 and who became ill as a consequence of the contamination of this salad with shigella sonnei bacteria, or

b) All living parents, grandparents, children, grandchildren, siblings and spouses (within the meaning of s. 61 of the Family Law Act R.S.O. 1990 c. F.3, as amended) of Class Members

Please be advised that the Ontario Superior Court of Justice approved the Settlement Agreement reached in the class actions initiated in Ontario which allege that Tiffany Gate negligently manufactured, marketed and sold tainted Greek Style Pasta Salad between May 1, 2002 and May 31, 2002

To be entitled to a payment pursuant to this Settlement Agreement, Tiffany Gate Consumers and Derivative Claimants **must file a claim with the Claim Administrator by the Deadline, being 45 days after the publication of this Notice of Settlement Approval**, in the manner described below.

SUMMARY OF THE AGREEMENT

Tiffany Gate, while not admitting liability, has agreed to make compensatory payments to settle the claims of all Class Members. OIHP will also receive compensatory payments, which shall be full and final satisfaction of medical services to or provided to Tiffany Gate Consumers

The Ontario court has certified the class action in order to give effect to the Settlement on behalf of the following Class:

a) All persons who consumed the Greek style pasta salad, manufactured by Tiffany Gate Foods Corporation between May 1 2002 and May 31, 2002 and who became ill as a consequence of the contamination of this salad with shigella sonnei bacteria; or

b) All living parents, grandparents, children, grandchildren, siblings and spouses (within the meaning of s. 61 of the Family Law Act R.S.O. 1990 c. F.3, as amended) of Class Members

Compensatory payments are made in accordance with Class Members' level of injury, and will be based on the time of the illness suffered by the Class Members. The specific eligibility criteria and compensation levels are set out as follows:

Category	Amount for Direct Claimants	Amount for FLA Claim
1. Illness of 1 to 3 days	\$1,000.00	\$ 250.00
2. Illness of 4 to 9 days	\$2,000.00	\$ 500.00
3. Illness of 10 to 15 days	\$4,000.00	\$ 750.00
4. Illness of 16 to 22 days	\$6,000.00	\$1,200.00
5. Illness transpiring over a period in excess of 22 days	\$8,000.00	\$1,500.00

In some cases, loss of income from employment incurred by a Tiffany Gate Consumer or other out-of-pocket expenses that is proven with supporting documentation will be paid in addition to the compensatory payments outlined above.

The claims of all other persons who consumed the Greek style pasta salad manufactured by the defendant, Tiffany Gate Foods Corporation between the 1st of May, 2002 and the 31st of May 2002 and who, as a consequence of the contamination of this salad with shigella sonnei bacteria, became ill, and the claims of all other persons related to those persons, will be dismissed as against Tiffany Gate.

OPTING OUT

All persons who fall within the class definitions certified in the Ontario Court will automatically be included in the class **unless they exclude themselves from the class by Opting Out**. To Opt Out, Class Members will have to complete, sign and return an "Opt Out Form" to: Crawford Class Action Services, 3-505, 133 Weber St N, Waterloo, Ontario, N2J 3G9, attention Tiffany Gate Class Action **on or before the Opt Out Deadline, being 45 days after the publication of this approval notice**. If a Class Member does not timely and properly Opt Out and does not timely and properly make a claim under the Settlement Agreement, he or she will be forever barred from receiving any payment under the Settlement, and from instituting or continuing any action against Tiffany Gate related to the consumption of its Greek style pasta salad marketed between May 1, 2002 and May 31, 2002. If a Tiffany Gate Consumer elects to Opt Out of the Settlement and the Ontario class proceeding, each and every Derivative Claimant related to this Tiffany Gate Consumer who has Opted Out will be deemed to also have Opted Out of the Settlement.

LEGAL FEES

The Ontario Superior of Justice has awarded to Plaintiff's counsel representing the Class ("Class Counsel") collectively, an amount of \$700,000 dollars in legal costs (inclusive fees and disbursements) plus applicable taxes.

Claimants may, but are not obliged to, retain their own lawyers to assist them in making individual claims under the Settlement. Claimants are responsible for paying the legal fees of any lawyers they retain. Claimants are advised that submitting a Claim under the Settlement Agreement will be considerably less complex and less expensive than pursuing an individual lawsuit, and as such, any percentage fee agreement might be for a lesser percentage than in ordinary circumstances.

IMPORTANT DEADLINES

Deadline to Opt Out of the Settlement is 45 days after the date of publication of this Approval Notice

Deadline to file claim is 45 days after the date of publication of this Approval Notice

Because of the deadlines, you must act without delay

FURTHER INFORMATION

A complete copy of the Settlement Agreement including the detailed instruction package and instructions on how to obtain a Claim Form or Opt Out Form are available from the Claims Administrator and/or Class Counsel. To obtain a copy of the detailed instruction package and a Claim Form necessary to file a Claim for settlement benefits or an Opt Out Form necessary to Opt Out, please contact the Claims Administrator, Crawford Class Action Services at 1-866-640-0039, or by fax: (519) 578-4016 or Class Counsel as set forth below:

The law firms of McPhadden Samac Merner Barry (Toronto) and Nelligan O'Brien Payne LLP (Ottawa) represent Class Members in Canada. McPhadden Samac Merner Barry can be reached at (416) 363-5195 or at www.msmb.ca. Nelligan O'Brien Payne LLP can be reached at (613) 231-8272 or at www.nelligan.ca

If there is a conflict between the provision of this Notice and the Settlement Agreement and any of its exhibits, the terms of the Settlement Agreement shall prevail.

PUBLICATION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE.

SCHEDULE “D”

SCHEDULE "D"
NOTICE OF DISALLOWANCE

GreekStyle Pasta Salad Class Action Settlement

The Claims Administrator has determined that the Claim Form you submitted is not sufficient to qualify you, the Claimant, for the compensation you are seeking, for one or more for the following reason(s) checked below:

The supporting documentation submitted in support of the claim does not meet the criteria defined in this Agreement for Supporting Documentation

Inadequate documentation was submitted

- The Claim Form is incomplete

No or inadequate documentation was provided to support claims for loss of income or out of pocket expenses

The supporting Documents do not support the level of award claimed

- No proof of the Qualified Claimant's relationship to an FLA Claimant was provided

Particulars of Deficiencies:

-
-
-
-
-
-
-

YOU HAVE FORTY-FIVE (45) DAYS, AFTER THIS NOTICE OF DISALLOWANCE WAS SENT, TO REMEDY THE DEFICIENCIES INDICATED ABOVE. Failure to remedy a deficiency within forty-five (45) days shall result in the rejection of that portion of the claim to the extent that it is deficient or may result in the rejection of the totality of your claim.

If you do not understand this form, or want further information on how to remedy the deficiencies, please call 1-866-640-0039. A Claims Administrator can help you. You may also choose to consult with a lawyer, at your own expense, about options under the Settlement Agreement.

Your reply to this Notice and any documents associated to it, if applicable, must be sent and postmarked within 45 days after the Notice was sent to you to:

CRAWFORD CLASS ACTION SERVICES
3-505, 133 Weber St. N.
Waterloo, Ontario, N2J 3G9
Attention: Greek-Style Pasta Salad Class Action
Tel. 1-866-640-0039
Fax. (519) 578-4016

SCHEDULE "E"

SCHEDULE "E"
NOTICE PLAN

GREEK STYLE PASTA SALAD
CLASS ACTION SETTLEMENT
NOTICE PROGRAM
NATIONAL CLASS

TABLE OF CONTENTS

- I. NOTIFICATION PLAN DESCRIPTION
 - i. OBJECTIVE
 - ii. TARGET GROUP DEFINITION
 - iii. COMMUNICATIONS STRATEGY
 - iv. PHASES OF PROGRAM
- II. PROGRAM RATIONALE
 - i. NEWSPAPERS
 - ii. WEBSITE
- III. BUDGET SUMMARY

I. NOTIFICATION PLAN DESCRIPTION

i. OBJECTIVE

To effect fair, reasonable and adequate notice to class members of the proposed terms of the Greek-Style Pasta Salad class action settlement.

Reasonable notification entails:

- achieving broad reach of the target group
- in urban and rural areas in Ontario
- using clear, comprehensible language
- to ensure their awareness and understanding of their rights under the proposed settlement

All communications will comply with the provisions of the *Class Proceedings Act, 1992*.

I. NOTIFICATION PLAN DESCRIPTION:

ii. TARGET GROUP DEFINITION

Primary – Class Members

communications activity will target class members directly. For the purposes of media selection, the primary target group for this program is defined as:

Age:	18+
Gender:	Even split between males and females
Education:	Assume class members' education levels mirror those of the population at large.
Household Income:	Assume class members' household income levels mirror those of the population at large.

Regionality

While this is a National Class Action, for the purposes of media planning this notice program is focused on the Province of Ontario where the Greek style pasta salad was solely distributed.

I. NOTIFICATION PLAN DESCRIPTION:

iii. COMMUNICATIONS STRATEGY

The communications strategy is to use a combination of media in an effort to reach as large a percentage of class members as possible within the budget.

Communications will be aimed directly at class members.

Communications vehicles will include:

- Daily newspapers
- Web based communications
- Letters to Class Members who have already provided information relative to their claims to and who are not communicated via email with proposed Class Counsel – The Defendant is to pay for the cost of postage of same – Class Counsel is to conduct reasonable internet searches (canada411, reverse phone number, Google searches, Motor-Vehicle Licence searches) to attempt to identify those known claimants whose last known address is out-of-date.

I. NOTIFICATION PLAN DESCRIPTION:

iv. PHASES OF PROGRAM:

The notification program will be undertaken in two Phases.

Phase 1 will inform class members of the terms of the proposed settlement and provide them with details of the certification and settlement approval hearing as well as how to launch objections, if they so desire. Phase 2 will advise class members of Court approval of the settlement agreement and will advise class members how to submit claims under the settlement.

Phase 1

Communications vehicles to be employed during this phase of the plan include:

Daily Newspapers: Insertion of a ¼-page notice in the Saturday edition of the Toronto Star, the Ottawa Citizen, the London Free Press and the Kingston Whig-Standard.

Website: An independent Tiffany Gate class action administration website will be established and maintained throughout the notification period.

Phase 1 will cost:

One insertion Saturday

\$33,063.50 + GST

I. NOTIFICATION PLAN DESCRIPTION:

Phase 2

Communications vehicles to be employed during this phase of the plan include:

Daily Newspapers: Single insertion of a ¼-page notice in the Saturday edition of the Toronto Star, the Ottawa Citizen, the London Free Press and the Kingston Whig-Standard..

Website: An independent Tiffany Gate class action administration website will be established and maintained throughout the notification period.

Phase 2 will cost:

One insertion Saturday	\$33,063.50 + GST
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The precise content of all elements of the program will be at the discretion of the Court.

II. PROGRAM RATIONALE:

i. NEWSPAPERS

Newspapers have been selected as the primary communications vehicle based on the broad coverage, flexibility of timing, and the targeted regional coverage they provide.

It should also be noted that for most communities across Ontario there are weekly community papers available in addition to local daily newspapers. These papers have not been included in the plan, since most people read their local daily newspaper as well as their community newspaper, so adding insertions in community newspapers on a national basis will not significantly increase the overall reach of the campaign, but will increase media costs dramatically.

As indicated above, the Greek style pasta salad was solely distributed in Ontario: the media coverage reflects the regional character of this settlement.

II. PROGRAM RATIONALE:

ii. WEBSITE

Webpage Development

A simple, Greek Style Pasta Salad Class Action administration webpage will be established and used to disseminate detailed information on the settlement.

Notices in English plus regular updates, as warranted by new developments, will be made during the course of the settlement period. The webpage will contain copies of all court documents and contact information for class counsel and will serve as a single reference point for all current, relevant information regarding the settlement.

Estimated Cost – Phase 1

Webpage development	\$5,000
Website maintenance and updates (\$350/month for 2 months)	<u>\$700</u>
Subtotal - Phase 1	\$5,700

Estimated Cost – Phase 2

Webpage maintenance and updates (\$350/month for 10 months)	\$3,500
Subtotal - Phase 2	\$3,500
Total Webpage Development	\$9,200

III. BUDGET SUMMARY

Single publication on a Saturday

Phase 1

Newspapers

Toronto Star (front/body section) \$ 18,345.75

Ottawa Citizen (legal classified section) \$ 8,687.75

London Free Press \$ 4,620.00

The Kingston Whig-Standard (classified section) \$ 1,410.00

Sub-Total Newspapers \$ 33,063.50

Webpage \$ 5,700.00

\$ 38,763.50 Subtotal

\$ 2,335.81 GST

\$ 41,098.31 Total

Phase 2

Newspapers

Toronto Star (front/body section) \$ 18,345.75

Ottawa Citizen (legal classified section) \$ 8,687.75

London Free Press \$ 4,620.00

The Kingston Whig-Standard (classified section) \$ 1,410.00

Sub-Total Newspapers \$ 33,063.50

Webpage \$ 3,500.00

\$ 36,536.50 Subtotal

\$ 2,192.19 GST

\$ 38,728.69 Total

Total (Phase 1 and Phase 2) \$79,827.00

SCHEDULE “F”

SCHEDULE "F" Opt-Out Form

Greek-Style Pasta Salad Class Action Settlement

This is NOT a claim form. It EXCLUDES you and members of your family from the Settlement Class. Do NOT use this Form if you want to receive a compensatory payment under the Settlement Agreement.

To be effective as an election to opt-out of this Settlement, this Form must be completed, signed and received by regular mail or fax, **by the Opt-Out Deadline, being 45 days following the date of publication of the Approval Notice**, to the Claims Administrator at the address listed below.

Please read the entire form and follow all instructions carefully.

- I. **Claimant information:** Please provide the following information about yourself or, if you are filing this claim as the legal representative of another person who cannot file his or her form, provide the following information about the person on whose behalf you are filing the form.

First Name of Tiffany-Gate Consumer	Middle Initial	Last Name
List all other names, including your maiden name, that you have used during the last 10 years		
Street Address		Apt. No.
City	Province	Postal Code
Daytime Phone number	Evening Phone Number	Gender (circle one) M F
Date of Birth(DD/MM/YY)	Date of death (if applicable)	Social Insurance Number

- II. **Legal Representative Information:** (if applicable) If you are filing this form as the legal representative of another person or an estate, please provide the following information:

First Name of Legal Representative	Middle Initial	Last Name
Street Address		Apt. No.
City	Province	Postal Code
Daytime Phone number	Evening Phone Number	Relationship to Claimant above:

III. **Lawyer Information:** (if applicable) If you or the Claimant have hired a lawyer in connection with this Tiffany-Gate claim, please provide the following information about the lawyer:

Law Firm Name	Lawyer's First Name	Lawyer's Last Name
Street Address		Suite, No
City	Province	Postal Code
Lawyer's Phone number	Lawyer's Fax Number	Date of first contact with lawyer

I have read the foregoing and understand that by opting-out, I will never be eligible to receive any compensation pursuant to the Greek-Style Pasta Salad Settlement. I further understand that by opting-out, all personal representatives, spouses, relatives and loved ones who on account of a personal relationship to me assert a derivative claim for compensation are deemed to have opted out as well.

Date Signed

Signature

(Class Member or Executor, Administrator or Personal Representative)

To be effective as an election to opt-out of this Settlement, this Form must be completed, signed and postmarked on or before the Opt-Out Deadline, being 45 days following the date of publication of the Approval Notice to the address listed below.

The consequences of returning this Form are explained in the Notice of Certification and Settlement Approval. If you have questions about using or completing this Form, contact your lawyer or call the Claims Administrator's Information Line at: 1-866-640-0039

Please mail this Opt Out Form to the following address postmarked on or before the DEADLINE, being 45 days following the date of publication of the Approval Notice.

TIFFANY-GATE CLAIMS ADMINISTRATOR

Crawford Class Action Services
3-505, 133 Weber St N.
Waterloo, Ontario, N2J 3G9,
Attention: Greek-Style Pasta Salad Class Action

Toll-free: 1-866-640-0039
Fax: (519) 578-4016

**THE INFORMATION PROVIDED IN THIS FORM WILL REMAIN
CONFIDENTIAL**

SCHEDULE “G”

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MADAM) Thursday, THE DAY
JUSTICE LAX) OF May , 2008

BETWEEN:

NICKIE TOURLOS

Plaintiff

and

TIFFANY GATE FOODS CORPORATION

Defendant

PROCEEDING UNDER THE *CLASS PROCEEDINGS ACT*, 1992

ORDER

THIS MOTION made by the Plaintiff for an order, *inter alia*, approving the notice advising members of the proposed class of a hearing to approve a Settlement Agreement (“Notice of Approval Hearing”), attached as Schedule “A” hereto, entered into between the Plaintiff and Tiffany-Gate Foods Corporation (“Tiffany-Gate”), was read at the Court House, 361 University Avenue, Toronto, Ontario.

UPON BEING ADVISED that the Plaintiff and Tiffany-Gate, by their counsel, have entered into a Settlement Agreement executed on the 21st day of December, 2008 as amended and that Tiffany-Gate has consented to the terms of this Order;

AND ON READING the materials filed, including the Notice of Approval Hearing and the Notice Plan, and on hearing the submissions of counsel for the Plaintiff and Tiffany-Gate:

1. THIS COURT ORDERS that the motion to approve the settlement and certify this action as a class proceeding as against Tiffany-Gate shall be heard on July 4th, 2008, at 10:00 a.m., at the Court House, 361 University Avenue, Toronto, Ontario (the “Approval Hearing”);
2. THIS COURT APPROVES the form of the Notice of Approval Hearing, which shall be published/disseminated, on a Saturday, once in the Toronto Star, once in the Ottawa Citizen, once in the London Free Press and once in the Kingston Whig-Standard;
3. THIS COURT DECLARES that this dissemination/publication provided for in the Notice Plan constitutes fair, adequate and reasonable notice to the proposed class of the Approval Hearing and of class members’ right to object to the settlement, and satisfies the requirements of section 19 of the *Class Proceedings Act, 1992*;
4. THIS COURT ORDERS that the Notice of Approval Hearing be published and disseminated forthwith and in no event less than ten days before the hearing;
5. THIS COURT ORDERS that Class Counsel (as defined in the Settlement Agreement) shall send or cause to send the Notice of Approval Hearing by e-mail or ordinary mail to all class members known to them forthwith and in no event less than ten days before the hearing;
6. THIS COURT ORDERS that Class Counsel shall post or cause to post the Notice on their respective websites forthwith and in no event less than ten days before the hearing;
7. THIS COURT ORDERS that members of the proposed class may submit written objections to the Settlement Agreement on or before June 25th, 2008 at 4 p.m. (Eastern Standard Time) to the Claims Administrator, Crawford Class Action Services, which shall send a report of the objections to proposed Class Counsel and to the Defendant’s counsel no later than two days before the hearing, but that any class member shall be

entitled to appear and raise any objection at the Approval Hearing, at the Court's discretion;

8. THIS COURT ORDERS that Tiffany-Gate shall pay to proposed Class Counsel the costs associated with the dissemination/publication of the Notice of Approval Hearing upon receipt of Class Counsel's invoice.

SCHEDULE “H”

SCHEDULE "H"

Court file: 02-CV-230368CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MADAM) THE DAY
JUSTICE LAX) OF , 2008

BETWEEN:

NICKIE TOURLOS

Plaintiff

and

TIFFANY GATE FOODS CORPORATION

Defendant

PROCEEDING UNDER THE *CLASS PROCEEDINGS ACT, 1992*

ORDER

THIS MOTION made by the Plaintiff for an order, *inter alia*, certifying this action as class proceeding, approving a Settlement Agreement dated , 2007 entered into between the Plaintiff and Tiffany-Gate Foods Corporation ("Tiffany-Gate"), and approval of the fees and disbursements of Plaintiff's counsel, was heard , 2007, at the Court House, 361 University Avenue, Toronto, Ontario.

UPON BEING ADVISED that the Parties to this action, by their counsel, have entered into a Settlement Agreement executed on the day of , 2007 and that Tiffany-Gate has consented to the terms of this Order:

AND ON READING the materials filed, and on hearing the submissions of counsel for the Plaintiff and Tiffany-Gate:

1. THIS COURT ORDERS that the within proceeding be certified as a class proceeding pursuant to s.5 of the *Class Proceedings Act*, S.O. 1992, c.6 ("*Class Proceedings Act*") on behalf of the following class:

a) All persons who consumed the Greek style pasta salad, manufactured by Tiffany Gate Foods Corporation between May 1 2002 and May 31, 2002 and who became ill as a consequence of the contamination of this salad with shigella sonnei bacteria; or

b) All living parents, grandparents, children, grandchildren, siblings and spouses (within the meaning of s. 61 of the Family Law Act R.S.O. 1990 c. F.3, as amended) of Class Members.

2. THIS COURT ORDERS that Nickie Tourlos be appointed as the representative plaintiff for the Class;

3. THIS COURT DECLARES that the Settlement Agreement, attached hereto as Schedule "A", is fair and reasonable and in the best interest of the Class Members:

4. THIS COURT ORDERS that the Settlement Agreement is hereby approved pursuant to s.29 of the *Class Proceedings Act*;

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

6. THIS COURT ORDERS that Crawford Class Action Services shall be appointed as Claims Administrator pursuant to the Settlement Agreement;

7. THIS COURT ORDERS that Paul Torrey and Anne Mullins be appointed as Mediators and/or Arbitrators for the Settlement, and shall respectively hear challenges brought under the Settlement Agreement for the Toronto and Ottawa regions, pursuant to the applicable provisions of the Settlement Agreement, and if, for any reason, any appointed Mediator and/or Arbitrator is unable to fulfill any of the duties set out in the

Settlement Agreement and the Exhibits thereto, another Mediator and or Arbitrator shall be appointed in his place:

8. THIS COURT ORDERS that Notice of Certification and Settlement Approval shall be given in the form to Schedule "B" hereto, within the timeframe set forth in the Settlement Agreement:

9. THIS COURT ORDERS that Tiffany-Gate shall pay the costs associated with the dissemination/publication of the Notice of Certification and Settlement Approval pursuant to the Settlement Agreement;

10. THIS COURT ORDERS that any Party may bring a motion on notice to the other party to the case management judge appointed to supervise this action, or his or her successor or designate, at any time for directions with respect to the implementation or interpretation of this Settlement Agreement;

11. THIS COURT ORDERS that all settlements relating to the minor members of the Class are hereby approved;

12. THIS COURT ORDERS that any amount of \$250.00 or less otherwise required to be paid into court pursuant to Rule 7.09 of the Rules of Civil Procedure or by other applicable legislation shall be paid in trust for the benefit of the claimant(s) as follows:

a) in the case of a minor, to the minor's parent(s) with whom the minor resides or the person who has custody of the minor;

b) in the case of a person under a disability, to the party's guardian of property or attorney for property;

c) in the case of a deceased party, to the Qualified Claimant's estate, care of the

executor, estate administrator or estate trustee:

13. THIS COURT ORDERS that further service on the Public Guardian and Trustee and The Children's Lawyer is dispensed with, except where:

- (a) An adult Class Member, who is a party under disability and is not represented by a guardian or attorney, opts out of the settlement; or
- (b) A minor, or a person on behalf of a minor, opts a minor out of the settlement; or
- (c) A motion is made affecting the terms of the settlement that may affect any party under a disability.

14. THIS COURT ORDERS that Tiffany-Gate shall pay the costs incurred by the Claims Administrator pursuant to the Settlement Agreement:

15. THIS COURT ORDERS that Tiffany-Gate shall pay the costs associated with the dissemination/publication of the Notice of Approval Hearing on or before _____, 2008.

16. THIS COURT ORDERS that Class Members may Opt Out of this proceeding by sending a completed Opt Out Form signed by such person or representative to: Crawford Class Action Services, Unit A – 101 Randall Drive, Waterloo, Ontario, N2V 1C5, Attention: Tiffany-Gate Class Action – Requests for Exclusion, received no later than forty-five (45) days following the Approval Notice Date:

17. THIS COURT ORDERS that if any Class Member, or the executor, administrator or personal representative of a deceased person who, had he or she not died, would have been a Class Member, elects to Opt Out of this class proceeding, each and every Family

Class Member related to the Class Member who has Opted Out is deemed to have Opted Out of this class proceeding:

18. THIS COURT ORDERS that all Class Members who do not Opt Out in the manner prescribed in the Settlement Agreement, shall be deemed to have elected to participate in the Settlement and shall be bound by the Settlement Agreement and this Order and such Class Member shall forever be barred from commencing any new proceeding against Tiffany-Gate;

19. THIS COURT ORDERS that Plaintiff's Counsel are awarded Seven Hundred Thousand dollars (\$700,000.00), inclusive of legal fees and disbursements, plus applicable taxes, which amount shall be paid pursuant to the Settlement Agreement;

20 THIS COURT ORDERS that upon the Effective Date, the within action is hereby dismissed with prejudice as against Tiffany-Gate without costs:
