

**SUPERIOR COURT  
(Class Action)**

**CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL**

**N°: 500-06-001321-245**

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**JOYCE ROMANO**

Applicant

v.

**DANONE INC.**

and

**WAL-MART CANADA CORP.**

and

**JORIKI INC.**

and

**INTACT INSURANCE COMPANY**

Defendants

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**SETTLEMENT AGREEMENT**

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## TABLE OF CONTENTS

|  |           |
|--|-----------|
| <b>SECTION 1 – DEFINITIONS</b>   | <b>4</b>  |
| <b>SECTION 2 – SETTLEMENT APPROVAL</b>   | <b>13</b> |
| 2.1    Best Efforts .....  | 13        |
| 2.2    Application for Authorization for Settlement Purposes and Approval of Pre-Approval Notice ..... | 13        |
| 2.3    Application for Approval of the Settlement Agreement .....                                      | 14        |
| 2.4    Dismissal, Permanent Stay or Discontinuance of the BC Proceeding .....                          | 14        |
| 2.5    Pre-Application Confidentiality .....   | 14        |
| 2.6    Provincial Health Insurer Consents, Releases, etc. ....   | 15        |
| 2.7    Settlement Agreement Effective .....  | 15        |
| <b>SECTION 3 – SETTLEMENT BENEFITS</b>   | <b>15</b> |
| 3.1    Applicable Currency.....  | 15        |
| 3.2    Settlement Amount .....   | 15        |
| 3.3    Payment and Distribution of the Settlement Amount .....   | 15        |
| 3.4    Refund Program .....  | 17        |
| 3.5    Taxes and Interest .....  | 17        |
| <b>SECTION 4 – CLAIMS ADMINISTRATOR AND CLAIMS ADMINISTRATION PROCEDURE</b>                            | <b>18</b> |
| 4.1    Appointment and Role of the Claims Administrator .....  | 18        |
| 4.2    Claims Administration Procedure.....  | 21        |
| 4.3    Claim Period .....  | 23        |
| 4.4    Determination of Eligibility.....   | 23        |
| 4.5    Evidence of Ingestion.....  | 24        |
| 4.6    Evidence of Illness .....   | 25        |
| 4.7    Allocation of Settlement Benefits .....   | 25        |
| <b>SECTION 5 – OPTING-OUT AND OBJECTIONS</b>   | <b>26</b> |
| 5.1    Opt-Out Procedure .....   | 26        |
| 5.2    Objection Procedure .....   | 28        |
| <b>SECTION 6 – TERMINATION OF SETTLEMENT AGREEMENT</b>   | <b>29</b> |
| 6.1    Right of Termination.....   | 29        |
| 6.2    If Settlement Agreement is Terminated.....  | 30        |
| 6.3    Return of the Settlement Amounts Following Termination .....                                    | 31        |
| 6.4    Survival of the Provisions After Termination .....  | 31        |
| <b>SECTION 7 – RELEASES</b>  | <b>32</b> |
| 7.1    Release of Releasees.....   | 32        |
| 7.2    Covenant Not to Sue.....  | 33        |
| 7.3    No Further Claims.....  | 33        |
| 7.4    Material Term.....  | 34        |
| <b>SECTION 8 – EFFECT OF SETTLEMENT</b>  | <b>34</b> |
| 8.1    No Admission of Liability.....  | 34        |
| 8.2    Agreement not Evidence.....   | 34        |
| 8.3    No Further Litigation .....   | 35        |

|   |           |
|---|-----------|
| <b>SECTION 9 – NOTICES TO SETTLEMENT CLASS</b>  | <b>35</b> |
| 9.1    Notices Required .....   | 35        |
| 9.2    Form and Distribution of Notices.....  | 35        |
| <b>SECTION 10 – CLASS COUNSEL FEES, DISBURSEMENTS AND<br/>ADMINISTRATION EXPENSES</b> | <b>36</b> |
| 10.1    Court Approval for Class Counsel Fees and Disbursements.....                  | 36        |
| 10.2    Not a Condition .....   | 36        |
| <b>SECTION 11 – MISCELLANEOUS</b>   | <b>37</b> |
| 11.1    Authorship.....   | 37        |
| 11.2    Public Comments.....  | 37        |
| 11.3    Motions for Direction.....  | 37        |
| 11.4    Headings, etc.....  | 37        |
| 11.5    Computation of Time.....  | 37        |
| 11.6    Ongoing Jurisdiction .....  | 38        |
| 11.7    Governing Law.....  | 38        |
| 11.8    Entire Agreement.....   | 38        |
| 11.9    Amendments.....   | 39        |
| 11.10    Binding Effect.....  | 39        |
| 11.11    Counterparts .....   | 39        |
| 11.12    Negotiated Agreement.....  | 39        |
| 11.13    Language.....  | 40        |
| 11.14    Recitals .....   | 40        |
| 11.15    Schedules .....  | 40        |
| 11.16    Acknowledgements.....  | 40        |
| 11.17    Authorized Signatures.....   | 40        |
| 11.18    Notice.....  | 41        |
| 11.19    Date of Execution .....  | 43        |

## PREAMBLE & RECITALS

- A. **WHEREAS**, unless otherwise indicated or required by context, capitalized terms in these recitals have the meanings assigned to them in Section 1 of this Settlement Agreement;
- B. **WHEREAS** on July 18, 2024, the Plaintiff filed the Quebec Proceeding in the province of Quebec where Danone Canada has its main head office and domicile within the meaning of article 3148(1) C.C.Q.;
- C. **WHEREAS** the Plaintiff alleges, among other things, that the Products manufactured by Joriki Inc. and marketed, distributed and/or sold by Danone Canada and/or Wal-mart Canada Corp. were affected by a safety risk, that a number of individuals have experienced symptoms and health issues after ingesting the Products, that the Products were not fit for the purposes for which goods of that kind are ordinarily used, and that the Defendants have been negligent in the management of their recall programs, which allegations the Defendants deny;
- D. **WHEREAS** the BC Proceeding was commenced on July 22, 2024, in the Supreme Court of British Columbia after the Quebec Proceeding, arising from the same subject matter as the Quebec Proceeding;
- E. **WHEREAS** the Parties intend by this Settlement Agreement to resolve all claims for damages alleged to be caused in any way by the Products and/or the Recall, pursuant to the terms and conditions set forth below, subject to approval of the Court;
- F. **WHEREAS** counsel to the Parties, except Joriki, have engaged in arm's length settlement discussions and negotiations in good faith;
- G. **WHEREAS** the Parties, except Joriki, participated in a one-day mediation presided by retired Justice of the Superior Court of Quebec, the Honorable Robert Mongeon, on April 25, 2025, which was initially unsuccessful. However, Justice

Mongeon subsequently assisted the Parties with their settlements discussions and negotiations, and in reaching an agreement resulting in this Settlement Agreement;

- H. **WHEREAS**, as a result of these settlement discussions and negotiations, the Defendants and the Plaintiff have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Defendants and the Plaintiff, both individually and on behalf of the Class the Plaintiff seeks to represent, subject to approval of the Court;
- I. **WHEREAS** the Defendants do not admit, through the execution of this Settlement Agreement or otherwise, any of the allegations of fault, breach of duty or unlawful conduct alleged in any of the Quebec Proceeding, or the BC Proceeding, and otherwise deny all liability and assert that they have complete defences in respect of the merits of the Quebec Proceeding and the BC Proceeding;
- J. **WHEREAS** the Plaintiff, Class Counsel and the Defendants agree that neither this Settlement Agreement nor any statement made in negotiation thereof shall be deemed or construed to be an admission by or evidence against the Defendants or evidence of the truth of any of the Plaintiff's allegations against the Defendants, which allegations are expressly denied by the Defendants;
- K. **WHEREAS** the Defendants are entering into this Settlement Agreement in order to achieve a final and nationwide resolution of all claims asserted or which could have been asserted against the Defendants by the Plaintiff and the Class in the Quebec Proceeding, and by the plaintiffs in the BC Proceeding, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;
- L. **AND WHEREAS** Class Counsel, on their own behalf and on behalf of the Plaintiff and the Class, have reviewed and fully understand the terms of this Settlement Agreement, and based on their analysis of the facts and law applicable to the claims, having regard to the burdens and expenses associated with prosecuting the Quebec Proceeding, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, have

concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiff and the Class;

- M. **WHEREAS** the Parties intend by this Settlement Agreement to finally resolve, on a national basis, without admission of liability, the proceedings and all the past, present and future claims of Class Members relating in any way to the facts set forth in the Quebec Proceeding and in the BC Proceeding;
- N. **WHEREAS** the Parties intend to seek the dismissal or permanent stay of the BC Proceeding through the BC Order and this settlement is contingent on the granting of same. For avoidance of doubt, no compensation will be provided to Class Members until the BC Proceeding is dismissed or permanently stayed by the BC Court;
- O. **WHEREAS** the Provincial Health Insurers have to confirm that they consent to and approve, and will not object to court approval of, the settlement provided for in this Settlement Agreement, and that if they apply for and receive payment under this Settlement Agreement, they will accept that payment in satisfaction of all Provincial Health Insurer rights of recovery that they may have, whether by subrogation or by independent right of action, respecting the ingestion of the Products by any Class Member;
- P. **WHEREAS** the Parties submit themselves to the jurisdiction of Québec authorities pursuant to article 3148 C.C.Q., including the Court as defined herein, for the sole purposes of the Settlement Agreement and with respect to the personal actions of Class Members, whether they are residents or non-residents of the province of Québec; and

**NOW THEREFORE**, in consideration of the covenants, agreements and releases set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to the issuance of the Final Orders, this Settlement Agreement embodies the terms of the resolution of claims of Class Members and of the Provincial Health Insurers, on the following terms and conditions:

## SECTION 1 – DEFINITIONS

1. Unless a particular section of this Settlement Agreement explicitly provides for another interpretation, the following terms, as used in this Settlement Agreement, shall have the meanings set forth below. Terms used in the singular shall be deemed to include the plural, and vice versa, where appropriate:

- (a) **Acknowledgement Letter** means a letter, which may be sent via email, mail, courier or fax, of the Claims Administrator to a Claimant, acknowledging receipt of the Claimant's Claim Package.
- (b) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable for the approval, implementation and operation of this Settlement Agreement, including the costs of notices, translation costs and the fees and costs of the Claims Administrator, but excluding Class Counsel Fees and Disbursements.
- (c) **Approved Claim** means a Claimant's claim for a Compensatory Payment approved by the Claims Administrator pursuant to the conditions set forth herein and in the Compensation Grid.
- (d) **BC Court** means the Supreme Court of British Columbia.
- (e) **BC Order** means the order from the BC Court dismissing, striking, permanently staying or approving the discontinuance of the BC Proceeding.
- (f) **BC Proceeding** means the proceeding commenced by the plaintiffs, Brandon Gabriel and Melinda Bige, in the BC Court, Court File No. VLC-S-S-244861 against Danone Inc. and Wal-Mart Canada Corp., pursuant to the *Class Proceedings Act*, R.S.B.C. 1996, c. 50.
- (g) **Claim Form** means the form to be agreed upon by the Parties, which must be submitted to the Claims Administrator before the end of the

Claim Period to be eligible to receive any benefits under the Settlement Agreement.

- (h) **Claim Determination Decision** means a written decision of the Claims Administrator sent to a Claimant informing him or her of (i) whether his or her claim for a Compensatory Payment has been approved or rejected by the Claims Administrator, (ii) if the Claimant has an Approved Claim, what is the proposed Compensatory Payment awarded under the Settlement Agreement, subject to any appeals to the Court, and (iii) his or her right to appeal the Claim Determination Decision to the Court.
- (i) **Claim Package** means a package submitted to the Claims Administrator by a Claimant, which must include a completed Claim Form and supporting documents, pursuant to the Compensation Grid.
- (j) **Claim Period** means the period commencing on the date the Settlement Approval Notice is first published, and expiring at 12:01am PST on the one hundred and twentieth (120) day after this date.
- (k) **Claimant** means any Class Member who submits a Claim Package during the Claim Period.
- (l) **Claims Administrator** means Concilia Services Inc., subject to Court approval.
- (m) **Class** means all persons in Canada who purchased or ingested the Silk Products or Great Value Products subject to the Recall initiated by Danone Canada on July 8, 2024, including those who have suffered any Personal Injury as a result thereof, and their successors, assigns, family members, and dependants.
- (n) **Class Counsel** means LPC Avocats.
- (o) **Class Counsel Fees and Disbursements** means Class Counsel's extrajudicial fees and disbursements incurred, subject to Court approval.

- (p) **Class Members** means members of the Class, other than those who validly opt out before the Opt-Out Deadline and those who have individually settled with any of the Defendants and executed a release in their favor.
- (q) **Compensation Grid** means the document outlining the eligibility requirements to obtain Compensatory Payment and the manner in which Compensatory Payments are to be allocated pursuant to this Settlement Agreement, attached as Schedule "A".
- (r) **Compensatory Payment** means a payment to a Claimant with an Approved Claim calculated pursuant to the conditions, categories and allocation system stipulated in the Compensation Grid.
- (s) **Counsel for Danone** means McCarthy Tétrault LLP.
- (t) **Counsel for Intact** means a.l.i.a. services juridiques.
- (u) **Counsel for Wal-Mart** means Fasken Martineau DuMoulin.
- (v) **Court** means the Superior Court of Québec.
- (w) **Date of Execution** means the date on which the Parties have executed this Settlement Agreement.
- (x) **Danone Canada** means Danone Inc.
- (y) **Defendants** means Danone Canada, Wal-Mart Canada Corp., Joriki Inc., and Intact.
- (z) **Deficiency Letter** means a letter of the Claims Administrator, which may be sent via email, mail, courier or fax, advising the Claimant of any deficiencies in their Claim Package.
- (aa) **Distribution Report** means the report setting out, *inter alia*:
  - (i) the final number of Claimants with Approved Claims by category;

- (ii) The exact proposed Compensatory Payment going to each Claimant with an Approved Claim.
- (bb) **Effective Date** means the date when the Final Orders have been received from the courts.
- (cc) **FAAC** means the “Fonds d'aide aux actions collectives” in the province of Québec.
- (dd) **Family Claimant** means a Class Member who submits a Claim Package during the Claim Period pursuant to the Compensation Grid, the Family Compensation Legislation and/or the common law because of their relationship with a Primary Claimant.
- (ee) **Family Compensation Legislation** means provincial or territorial legislation pursuant to which family members can be compensated for Personal Injury to their relatives.
- (ff) **Final Orders** means the final orders, judgments or equivalent decrees entered respecting or by:
  - (i) the Settlement Approval Order, once the time to appeal such order has expired without any appeal being taken, if an appeal lies, or if any order is appealed, once there has been affirmation of the order upon a final disposition of all appeals; and
  - (ii) the BC Order, once the time to appeal such order has expired without any appeals being taken, if an appeal lies, or if any order is appealed, once there has been affirmation of the order upon a final disposition of all appeals.
- (gg) **Final Report** means a report, prepared by the Claims Administrator, setting out, *inter alia*:
  - (i) the number and most recent addresses of the Claimants;

- (ii) the number of Approved Claims;
- (iii) the number of Claims rejected by the Claims Administrator; and
- (iv) the Compensatory Payment paid to each Claimant with an Approved Claim, by category.

(hh) **Great Value Products** means the plant-based refrigerated beverages manufactured, packaged and delivered by Joriki Inc. to Danone Canada and, in turn to Wal-Mart Canada Corp. affected by the Recall, a complete list of which is provided at Schedule “B”.

(ii) **Illness** means an illness necessary for eligibility for a Compensatory Payment, the definition of which is included in the left column of the Compensation Grid.

(jj) **Intact** means Intact Insurance Company.

(kk) **Joriki** means Joriki inc.

(ll) **Objection** means a written objection to the Settlement Agreement by a Class Member, which may include a statement of whether they intend to appear and make submissions at the Settlement Approval Hearing, as applicable, as set out in Section 5.2.

(mm) **Objection Deadline** means the date which is thirty (30) days after the date on which the Pre-Approval Notice is first published, which is for the purpose of filing an Objection at the Settlement Approval Hearing.

(nn) **Opt-Out Deadline** means the date which is thirty (30) days after the date on which the Pre-Approval Notice is first published.

(oo) **Opt-Out Form** means a confirmation of a member of the Class to opt out of the Quebec Proceeding, in the form attached as Schedule “D”.

(pp) **Pre-Approval Notice** means the notice in the form attached as Schedule “E”, to be disseminated once approved by the Court in respect

of: (i) the right and deadline to opt out of the Quebec Proceeding for the members of the Class; (ii) the right and deadline to make an Objection to the Settlement; (iii) the date, time and location of the Settlement Approval Hearing; and (iv) a general summary of the terms of this Settlement.

- (qq) **Party and Parties** means the Defendants and the Plaintiff.
- (rr) **Personal Injury** means any physical and/or psychological harm.
- (ss) **Plaintiff** means Joyce Romano in the Quebec Proceeding.
- (tt) **Primary Claimant** means a Claimant who purchased or ingested the Silk Products and Great Value Products subject to the Recall, whether or not he or she has suffered any Personal Injury as a result thereof.
- (uu) **Products** means Silk Products and Great Value Products, a complete list of which is provided at Schedule "B".
- (vv) **Provincial Health Insurers or PHIs** means any statutory provincial or territorial health or medical care body, plan, commission or other entity, including government agency or ministry, which is specifically empowered by its respective enabling legislation to make subrogated claims to recover the costs of providing healthcare or other valid medical services to Class Members respecting Released Claims pursuant to the legislation set out at Schedule "I".
- (ww) **Provincial Health Insurer Payments or PHI Payments** means payments made to the PHIs pursuant to paragraph 19.
- (xx) **Provincial Health Insurer Releases** means the releases to be executed by each Provincial Health Insurer.
- (yy) **Quebec Proceeding** means the proceeding commenced by the Plaintiff, Joyce Romano in the Court, Court File No. 500-06-001321-245

against Danone Canada, Wal-Mart Canada Corp., Joriki Inc. and Intact Insurance Company.

- (zz) **Recall** means the voluntary recall of all Silk Products and Great Value Products dating back to March 23, 2024, initiated by Danone Canada on July 8, 2024.
- (aaa) **Released Claims** mean any and all claims, demands, actions, suits, causes of action, claims for remedial orders, damages, debts, losses, costs and liabilities of any and every nature whatsoever, including interest, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees and Disbursements), whether personal or subrogated, direct or indirect, known or unknown, suspected or unsuspected, actual or contingent, liquidated or unliquidated, whether arising in law, under statute or in equity, that the Plaintiff and Class Members either directly, indirectly, derivatively, or in any other capacity, ever had, now have or hereafter can, shall, or may have, against the Releasees or any of them arising from, or relating in any way to, any of the facts and matters alleged in the Quebec Proceeding and/or the BC Proceeding, including, without limiting the generality of the foregoing, relating in any way to the Recall, the Voluntary Refund Program or to any injury and damages resulting from the purchase and/or ingestion of any of the Products.
- (bbb) **Releasees** means, jointly and severally, individually and collectively, the Defendants, and each of their respective past and present parents, subsidiaries, affiliates, partners, insurers, reinsurers, and all other persons, partnerships, corporations, limited partnership, limited liability company, association, joint stock company, trust or unincorporated association with whom any of the foregoing have been, or are now, affiliated, and each of their respective past and present officers, directors, employees, agents, stockholders, attorneys, servants, trustees, beneficiaries, representatives, insurers and reinsurers, and the

predecessors, successors, heirs, executors, administrators and assigns of any of the foregoing; and

- (i) any and all suppliers of components, materials, services, and technology used in the manufacture of the Products including the labelling and packaging thereof;
- (ii) all distributors and retailers of the Products including, but not limited to, supermarkets, grocery stores, convenience stores, wholesale distributors, private label distributors and retail distributor;
- (iii) any other person against whom the Class Members could attempt to assert any claim, liability, or right to payment arising out of or related in any way to the Recall or to any injury and damages resulting from the purchase and/or ingestion of any of the Products, whether as a joint tortfeasor or otherwise, under any theory of law or equity; and
- (iv) any past, present or future officer, director, employee, agent, stockholder, attorney, servant, representative, insurer, parent, subsidiary, predecessor, trustee, successor or assignee of any of the person or entity listed above at subparagraph (i) to (iii).

(ccc) **Releasors** means, jointly and severally, individually and collectively, the Plaintiff and the Class Members, and all of their respective heirs, executors, trustees, administrators, assigns, attorneys, representatives, partners, and insurers, any party with a subrogated right of action, and their predecessors, successors, heirs, executors, trustees, administrators, and assignees.

(ddd) **Settlement Agreement** means this agreement, including the recitals, and Schedules.

(eee) **Settlement Amount or Settlement Fund** means the fixed amount of CDN \$6,500,000 that the Defendants, except Wal-Mart, will pay pursuant to this Settlement Agreement, inclusive of all Compensatory Payments for Approved Claims, payments for the Provincial Health Insurer Claims, Administration Expenses, Class Counsel Fees and Disbursements, plus any applicable taxes, interest and costs.

(fff) **Settlement Approval Hearing** means the hearing at which the applicable Parties seek the Settlement Approval Order and, as the case may be, approval of Class Counsel Fees and Disbursements (which may be presented at a separate hearing held subsequently).

(ggg) **Settlement Approval Notice** means the notice in the form attached as Schedule "F", and approved by the Court, to be disseminated after the Settlement Approval Hearing, in respect of the Settlement Approval Order informing the Class notably of: (i) the approval of the Settlement Agreement; (ii) the process by which Class Members may submit a Claim Package and apply to obtain a Compensatory Payment; and (iii) the Claim Period.

(hhh) **Settlement Approval Order** means the order of the Court approving the Settlement Agreement pursuant to article 590 of the *Code of Civil Procedure*, c. C-25.01 as applicable.

(iii) **Silk Products** means the plant-based refrigerated beverages manufactured, packaged and delivered by Joriki to Danone Canada affected by the Recall, a complete list of which is provided at Schedule "B".

(jjj) **Trust Account** means a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, S.C. 1991, c. 46) held at a Canadian financial institution under the control of the Claims Administrator for the benefit of the Class

Members or the Defendants, as provided for in this Settlement Agreement.

(kkk) **Voluntary Refund Program** means the measures voluntarily implemented by Danone Canada for the Class Members in the wake of the Recall allowing for the refund of the Products at no cost, whose current terms are more fully described in Schedule “C” of the Settlement Agreement;

(III) **Wal-Mart** means Wal-Mart Canada Corp.

## **SECTION 2 – SETTLEMENT APPROVAL**

### **2.1 Best Efforts**

2. The Parties shall use their best efforts to implement this settlement and to secure the Settlement Approval Order and the BC Order. Each Party required to file motions or applications, as the case may be, as a result of this Section 2, will provide drafts to the other Parties in advance, with sufficient time to review and have meaningful input on the contents of same.

### **2.2 Application for Authorization for Settlement Purposes and Approval of Pre-Approval Notice**

3. Within two weeks after the Date of Execution, the Plaintiff shall file an application with the Court for an order: (i) authorizing the class action for the settlement purposes; (ii) approving the Pre-Approval Notice, the Opt-Out Deadline and the Objection Deadline; (ii) amending the Quebec Proceeding to reflect the Class definition included therein and to add Intact as named defendant; and (iii) setting a date for the Quebec Settlement Approval Hearing (“**Application for Authorization for Settlement Purposes and Approval of Pre-Approval Notice**”).

4. The order granting the Application for Authorization for Settlement Purposes and Approval of Pre-Approval Notice shall be substantially in the form attached as Schedule “G”.

**2.3 Application for Approval of the Settlement Agreement**

5. The Plaintiff in the Quebec Proceeding shall file an application with the Court for the Settlement Approval Order at least five (5) days prior to the Settlement Approval Hearing date.

6. The Settlement Approval Order shall be substantially in the form attached as Schedule "H".

**2.4 Dismissal, Permanent Stay or Discontinuance of the BC Proceeding**

7. Once the Settlement Approval Order becomes a Final Order, the Parties shall make best efforts to seek and obtain from the BC Court the BC Order.

8. Should plaintiff's counsel in the BC Proceeding refuse to discontinue the BC Proceeding following the Settlement Approval Order, or if the BC Order is not obtained within two (2) years from the date the Settlement Approval Order becomes a Final Order, or if the BC Court refuses to dismiss, strike, permanently stay or accept the discontinuance of the BC Proceeding within that period of time, Danone Canada and/or Intact shall have the right to terminate this Settlement Agreement pursuant to SECTION 6 of this Settlement Agreement.

**2.5 Pre-Application Confidentiality**

9. Until the date on which the application referred to at Section 2.2 above is filed, the Parties shall keep all of the terms of this Settlement Agreement confidential and shall not disclose them without the prior consent of counsel for the Defendants and Class Counsel, except as required for the purposes of negotiating the BC Order with plaintiff's counsel in the BC Proceeding, financial reporting, the preparation of financial records (including tax returns and financial statements), as necessary to give effect to its terms, or as otherwise required by law.

10. Nothing in this section shall bar counsel for the Defendants and Class Counsel from communicating with clients or the Provincial Health Insurers, provided that the Provincial Health Insurers also shall be required to maintain confidentiality consistent with the provisions of this section.

**2.6 Provincial Health Insurer Consents, Releases, etc.**

11. Class Counsel shall, by the Settlement Approval Hearing, provide counsel for the Defendants with any statutorily required consents or approvals to the settlement with executed Provincial Health Insurer Releases in the form attached at Schedule "J".

**2.7 Settlement Agreement Effective**

12. This Settlement Agreement shall only become final and binding on the Effective Date.

**SECTION 3 – SETTLEMENT BENEFITS**

**3.1 Applicable Currency**

13. All dollar amounts set forth in the Settlement Agreement are expressed in Canadian currency.

**3.2 Settlement Amount**

14. The Defendants, except Wal-Mart, shall pay the full Settlement Amount of CDN \$6,500,000.

15. The Settlement Amount shall be used to pay all Compensatory Payments for Approved Claims, Provincial Health Insurer Claims, Administration Expenses, Class Counsel Fees and Disbursements, and any applicable taxes, interest and costs.

16. The Settlement Amount is inclusive of all amounts claimed in the Quebec Proceeding and/or in the BC Proceeding, including but not limited to damages, costs (including translation costs), interest, any notice or other administrative costs, taxes and the claims of all Provincial Health Insurers, Counsel Fees and Disbursements, and no other amount whatsoever shall be payable by the Defendants under the Settlement Agreement.

**3.3 Payment and Distribution of the Settlement Amount**

17. Within twenty (30) days of the Date of Execution of the Settlement Agreement, the Defendants, except Wal-Mart, shall pay the Settlement Amount to the Claims Administrator for deposit into the Trust Account.

18. Payment of the Settlement Amount shall be made by wire transfer. At least fifteen (15) business days prior to this payment becoming due, the Claims Administrator will provide, in writing, the following information necessary to complete the wire transfer: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.

19. Pursuant to the terms and conditions of the Settlement Agreement and article 598 of the Code of Civil Procedure, the Settlement Amount, less the Administration Expenses incurred to date, notably for the dissemination of the Pre-Approval Notice, shall first be used by the Claims Administrator to pay as soon as practicable after the Effective Date:

- (a) Provincial Health Insurer Payments, provided that the Provincial Health Insurers have each executed a Provincial Health Insurer Release;
- (b) Administration Expenses; and
- (c) Class Counsel Fees and Disbursements;

20. The balance of the Settlement Amount (the "**Compensation Fund**") shall be used to pay all Compensatory Payments calculated pursuant to the Compensation Grid.

21. The Settlement Amount to be paid in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Released Parties. The Defendants shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement.

22. The Parties agree that they shall not be liable for, nor be a proper party to, any dispute related to any alleged harm or injury suffered by any Class Member by reason of the use or alleged misuse of funds administered under the Settlement Agreement, or of any erroneous disbursement(s) or other action taken, or failure to act, with respect to such funds.

23. The Claims Administrator will deliver a Final Report to Class Counsel, counsel for the Defendants, and the Court within thirty (30) days from the Compensatory Payments being issued by the Claims Administrator to the Claimants with Approved Claims.

24. This Settlement Agreement provides for collective recovery. It is the intention of the Parties that there will be no remaining balance.

25. If, six (6) months after the Compensatory Payments being issued by the Claims Administrator to pay Claimants with Approved Claims, a balance exists in the Trust Account as a result of uncashed distributions or any other surplus monies, the Parties shall first make reasonable attempts to redistribute any balance, subject to Court approval. If any balance remains thereafter, the Parties shall jointly request from the Court that any such balance be donated to United Way / Centraide Canada as *cy-près* payment. (“*Cy-près*”)

26. The Claims Administrator shall maintain the Trust Account as provided for in this Settlement Agreement and shall not pay out all or any part of the money in the Trust Account, except in accordance with this Settlement Agreement and the Compensation Grid, or in accordance with an order of the Court obtained after notice to the Parties.

### **3.4 Refund Program**

27. From the Date of Execution to the last day of the Claim Period, Danone Canada shall maintain the Voluntary Refund Program in place and members of the Class shall be entitled to benefit from the Voluntary Refund Program.

28. The Plaintiff and Class Counsel hereby acknowledge the sufficiency and appropriateness of the Voluntary Refund Program.

### **3.5 Taxes and Interest**

29. Except as otherwise hereinafter provided, all interest earned in the Trust Account shall accrue to the benefit of the Class and become and remain part of the Trust Account, subject to Paragraph 32, below.

30. All fees and costs of any custodian holding and/or investing the funds paid by the Defendants in the Trust Account shall be paid out of the Trust Account and shall not be the responsibility of the Parties.

31. All taxes payable on any interest which accrues on funds in the Trust Account shall be paid from the Trust Account. The Claims Administrator shall be solely responsible to fulfill all tax reporting and payment requirements arising from the amounts in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due, with respect to the income earned in the Trust Account, shall be paid from the Trust Account.

32. The Parties shall have no responsibility to make any filings related to the Trust Account and will have no responsibility to pay any taxes on any income earned or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, in which case the interest earned in the Trust Account or otherwise shall be paid to the Defendants, who in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel or the Claims Administrator, as applicable.

#### **SECTION 4 – CLAIMS ADMINISTRATOR AND CLAIMS ADMINISTRATION PROCEDURE**

##### **4.1 Appointment and Role of the Claims Administrator**

33. The Parties will jointly propose the Claims Administrator to be appointed by the Court for the purpose of processing Claim Packages and paying Compensatory Payments to Claimants with Approved Claims as provided in this Settlement Agreement, the Compensation Grid and under the authority of the Court.

34. The Claims Administrator shall be bilingual (French/English).

35. The Claims Administrator shall be responsible for:

(a) issuing and publishing the Pre-Approval Notice;

(b) issuing and publishing the Settlement Approval Notice;

- (c) receiving, reviewing, and creating and storing electronic copies of every submitted Claim Package;
- (d) receiving opt-outs and Opt-Out Forms and reporting to counsel for the Parties on said opt-outs;
- (e) setting up and maintaining a website to disseminate information about the claims administration procedure, to answer commonly asked questions, and to publish the Settlement Agreement and related documentation;
- (f) periodically preparing any reports reasonably requested by Class Counsel and counsel for the Defendants summarizing the number of Claim Packages received;
- (g) obtaining from Danone Canada the list of Class Members who have already received compensation from Danone Canada for having experienced an Illness following the ingestion of a Product, for the purpose of determining eligibility of Claimants and avoid double recovery;
- (h) preparing and sending Acknowledgement Letters, Deficiency Letters, Claim Determination Decisions, lists of each Claimant with an Approved Claim authorized for a Compensatory Payment, and any other necessary correspondence or communications to, from, or between Claimants, Class Counsel, Provincial Health Insurers, and counsel for the Defendants, as required by, or incidental to the administration of the Settlement Agreement;
- (i) reporting to counsel for the Defendants the total number of Claim Packages received by category, calculating any necessary pro rata reductions, and the total amounts payable by category and requisitioning funds to pay Compensatory Payments, Provincial Health Insurer Payments, and any other amounts under the Settlement Agreement;

- (j) distributing the requisitioned funds to pay Compensatory Payments to Claimants with an Approved Claim pursuant to the Compensation Grid, and any other amounts under the Settlement Agreement;
- (k) distributing the requisitioned funds to pay the Provincial Health Insurer Payments to the Provincial Health Insurers; and
- (l) anything that is required by, or incidental to, the duties of the Claims Administrator, described in the Settlement Agreement.

36. Any information provided by or regarding Class Members, or otherwise obtained pursuant to the Settlement Agreement, shall be kept strictly confidential and shall not be disclosed except to appropriate persons, and only to the extent necessary to process a Claim Package or to provide benefits under the Settlement Agreement, as otherwise expressly provided for in the Settlement Agreement, or as required by law.

37. The Claims Administrator and any persons appointed by them to assist in the administration of the Settlement Agreement shall agree to keep confidential any information whatsoever concerning a Claim Package, except information that is required to be disclosed to the Provincial Health Insurers, as specified herein.

38. The Claims Administrator shall institute and maintain strict internal procedures to reasonably protect the identity of all Claimants and all information regarding their claim. In particular, Claim Packages shall be kept strictly confidential and shall not be provided to any person or entity unless provided for in the Settlement Agreement or as required by law.

39. Class Counsel and counsel for the Defendants shall have access to all information maintained by the Claims Administrator regarding each Claimant and the processing and payment of an Approved Claim.

40. All written communications with each Claimant shall be conducted by e-mail or by regular mail to the last known address provided by the Claimant. Each Claimant shall keep the Claims Administrator apprised of their current contact information.

41. If, for any reason, the Claims Administrator becomes unable or unwilling to continue to act in this role, the Parties may choose an alternate claims administrator, subject to the approval of the Court.

42. The Claims Administrator shall be subject to removal by the Court for cause. In the event of such removal, any successor Claims Administrator shall be identified and appointed jointly by the Parties at no additional costs for the Defendants.

#### **4.2 Claims Administration Procedure**

43. Within thirty (30) days of the Effective Date, the Claims Administrator shall issue and publish the Settlement Approval Notice.

44. The Claims Administrator shall review the Claim Packages submitted by the Claimants to determine eligibility pursuant to the conditions provided herein.

45. The Claims Administrator will calculate each proposed Compensatory Payment to be made to Claimants with Approved Claims in accordance with the Compensation Grid and subject to the *pro rata* increase or reduction provided for at Section 4.7.

46. Within sixty (60) days following the end of the Claim Period, the Claims Administrator shall provide to Class Counsel and counsel for the Defendants the Distribution Report.

47. The Claims Administrator shall provide Claim Determination Decisions pursuant to the Compensation Grid within thirty (30) days from the issuance of the Distribution Report.

48. The Claim Determination Decision may be appealed to the Court. Claimants wishing to appeal the decision of the Claims Administrator may do so by filing, at their own expense, a request to be heard in writing by the judge responsible of the Quebec Proceeding. The Court's decision will be final and binding and may not be subject to any further appeal or review.

49. The Claims Administrator shall provide the Court with a copy of the documentation provided by the Claimant with the Claim Package or in response to requests for additional information, in addition to the Claim Determination Decision, as well as any other

information that may be reasonably useful in deciding the appeal, and make written submissions to the Court as reasonably necessary.

50. Claimants will have thirty (30) days from the date of sending of the Claim Determination Decision, by mail or email, to appeal the rejection, in whole or in part, of their claims.

51. The following shall not be grounds for appeal :

- (a) the refusal by the Claims Administrator to accept a Claim Package sent electronically or by mail after the Claim Period;
- (b) the refusal by the Claims Administrator to accept a claim when the Claimant has not cooperated in any verification carried out concerning their claim; or
- (c) the refusal by the Claims Administrator to accept a claim where the Claimant has not declared that the information provided in the Claim Package was true and accurate.

52. Appeals will be made by written representations supported by documentation provided to the Claims Administrator by the Claimant as part of the claims process. Claimants will not be permitted to provide new documents in connection with an appeal. Any document that has not been provided to the Claims Administrator will not be submitted to the Court for review.

53. Notwithstanding the foregoing, the Court, acting at its sole discretion, may request oral representations from the appealing Claimant and/or the Claims Administrator, at the option of the Court.

54. The Claims Administrator shall pay all Compensatory Payments calculated pursuant to the Compensation Grid and any appeal decision issued by the Court, within fifteen (15) days from the date the last appeal of a Claim Determination Decision has been decided.

55. The Claims Administrator will be at liberty to apply to the Court for directions if any problem arises in the claims administration process, which they are unable to resolve.

#### **4.3 Claim Period**

56. A Class Member who wishes to receive Compensatory Payments under the Settlement Agreement must provide the Claims Administrator with a Claim Package, which includes a completed Claim Form and, if need be, supporting documents, during the Claim Period.

57. All Claim Packages with a completed Claim Form and supporting documents must be received by the Claims Administrator by 5:00 pm Pacific Standard Time ("PST") on the last day of the Claim Period. The Claims Administrator shall deny any Claim Package received or completed after that date and time.

58. Mailed or couriered Claim Forms received after the Claim Period but post marked or deposited with the courier on or before the Claim Period will be deemed received on the post marked date or the date deposited with the courier.

59. E-mailed or faxed Claim Forms will be deemed received on the date and time sent to the Claims Administrator.

60. The Claims Administrator shall issue an Acknowledgement Letter to the Claimant within seven (7) days of receipt of the Claimant's Claim Package.

#### **4.4 Determination of Eligibility**

61. To receive a Compensatory Payment, a Claimant must satisfy the Claims Administrator that he or she is a Claimant who meets the eligibility criteria by completing and submitting a valid Claim Package to the Claims Administrator with related medical, pharmaceutical, and other records, if applicable. The Claimant (or their legal or estate representative) must satisfy the Claims Administrator that:

- (a) the Claim relates to a Primary Claimant who has ingested a Product in Canada, as described in Section 4.5 below;

- (b) the Primary Claimant experienced an Illness, as defined in Section 4.6 below;
- (c) the Primary Claimant ingested a Product contemporaneous with their Illness, as required in the Compensation Grid; and
- (d) the Primary Claimant did not already receive compensation from Danone Canada for having experienced an Illness following the ingestion of a Product.

62. The Claims Administrator will assess each Claim Package to determine whether there is evidence of proof that these minimum qualifying criteria are met. If a Claim Package does not meet these minimum qualifying criteria, or if a Claim Package is not properly completed, the required documents have not been submitted by the Claimant (if applicable), there is a discrepancy disclosed by a given Claim Package and the Claim Form or other documentation submitted by the Class Member, or the Claim Package is in any way deficient, the Claims Administrator will send the Claimant a Deficiency Letter. The Deficiency Letter is to be sent as soon as possible within thirty (30) days from the receipt of the Claimant's Claim Package.

63. Claimants may supplement their Claim Packages at any time before the end of the Claim Period. Notwithstanding the definition of the Claim Period in the Settlement Agreement, Claimants will have twenty (20) days after the Claims Administrator sends a Deficiency Letter to amend or supplement their Claim Packages.

64. The Claims Administrator shall provide Claim Determination Decisions by way of a letter or email to the Class Member. If the Class Member has legal counsel, the Claim Determination Decision will be sent to counsel directly.

#### **4.5 Evidence of Ingestion**

65. To establish the ingestion of the Products necessary for eligibility for a Compensatory Payment, a Claimant must provide proof in the form specified in the Compensation Grid.

#### **4.6 Evidence of Illness**

66. To establish the experience of an Illness necessary for eligibility for a Compensatory Payment, a Claimant must provide proof in the form specified in the Compensation Grid.

#### **4.7 Allocation of Settlement Benefits**

67. Claimants with Approved Claims will receive Compensatory Payments based on the category of Illnesses they belong to described in the Compensation Grid.

68. No Claimant shall be eligible to receive a Compensatory Payment for more than one of the six categories of Illnesses specified in the Compensation Grid. In the event that a Claimant fits into more than one of these six categories, if the Claimant has an Approved Claim, they will receive compensation only for the category that provides them with the highest compensation.

69. If the Compensation Fund is oversubscribed, then all Approved Claims shall be reduced pro rata.

70. If the Compensation Fund is undersubscribed, then all Approved Claims with Tiers 5 and 6 shall be increased pro rata.

71. The Claims Administrator will seek to follow the processes outlined herein, but the Claims Administrator may also establish further processes for the management or the determination of the Claims so as to ensure a fair, just, and timely determination of the Claim Packages on the merits and consistency in the application of this Settlement Agreement. The Claims Administrator will be at liberty to apply to the Court for directions if any problem arises in the claims administration process.

72. The Claims Administrator may at any time require further information from a Claimant if the Claims Administrator believes such information is necessary and available to validate the Claim Package, including as it pertains to ambiguities or inconsistencies in the Claim Package.

73. If the Claimant has legal counsel, all inquiries or requests will be sent to his/her lawyer. If the Claims Administrator does not receive the additional information requested

or responding answers within twenty (20) days after sending a Claimant a Deficiency Letter, the Claim shall be assessed on the basis of the material provided by the Class Member.

74. The Claims Administrator may consider the materials provided in a Claim Package whether or not such materials would be admissible in a court of law.

75. Confirmation of eligibility and entitlement shall be determined on a balance of probabilities and, civil law and common law principles.

## **SECTION 5 – OPTING-OUT AND OBJECTIONS**

### **5.1 Opt-Out Procedure**

76. Class Members shall have the right to opt out by submitting, by the Opt-Out Deadline, a completed and signed Opt-Out Form in accordance with the requirements of this Section 5 and of the order approving the Pre-Approval Notice.

77. Class Counsel will seek approval from the Court of the following opt out process as part of the order approving the Pre-Approval Notice:

- (a) Class Members seeking to opt out must do so by submitting an Opt-Out Form signed by the Class Member, by email, pre-paid mail, courier or fax to the Claims Administrator, Class Counsel or to the clerk of the Superior Court of Quebec pursuant to article 580 of the *Code of Civil Procedure* at an address to be identified in the Pre-Approval Notice. The Opt-Out Form is not mandatory and Class Members who wish to opt out and who so inform the clerk of the Superior Court of Quebec in accordance with article 580 of the *Code of Civil Procedure* before the Opt-Out Deadline has expired will also be deemed to have validly opted out of the Quebec Proceeding.
- (b) An Opt-Out Form sent by mail or courier will only be valid if it is postmarked on or before the Opt-Out Deadline to the designated address in Pre-Approval Notice. Where the postmark is not visible or legible, the Opt-Out Form shall be deemed to have been postmarked

four (4) business days prior to the date that it is received by the Claims Administrator. Where the Opt-Out Form is sent by email or facsimile, it must be sent on or before the Opt-Out Deadline.

- (c) Any Class Member who validly opts out of the Quebec Proceeding shall be excluded from the Class, and shall no longer participate or have the opportunity to participate in the Settlement Agreement, or to share in the distribution of any funds received as a result of the settlement in either proceeding.
- (d) Any Class Member who does not validly opt out of the Quebec Proceeding in the manner and time prescribed above, shall be deemed to have elected to participate in the applicable proceeding and no further right to opt out of the Quebec Proceeding will be provided in the future.

78. Within seven (7) days of the Opt-Out Deadline, the Claims Administrator will provide to counsel for the Defendants and Class Counsel a report containing the names of each Class Member who has validly and timely opted out of the Quebec Proceeding, the symptoms they developed, the reason for the opt-out, if known, and a summary of the information delivered to the Claims Administrator.

79. If any potential Class Member states in their Opt-Out Form that they intend to commence litigation against the Defendants, the Claims Administrator shall forward their Opt-Out Form to the Defendants. Additionally, the Claims Administrator and Class Counsel shall diligently communicate to the Defendants all Opt-Out Forms received from Class Members, as well as the contact information available. In all cases, such Opt-Out Forms and information must be provided to the Defendants at least twenty (20) days before the date of the Settlement Approval Hearing.

80. With respect to any Class Member who validly opts out of the Quebec Proceeding, the Defendants reserve all of their legal rights and defences.

81. Class Counsel shall not act for any Class Member who validly opts out of the Quebec Proceeding against the Defendants in any proceeding that relates to the same or similar subject matter as either proceeding.

82. The Plaintiff through Class Counsel expressly waives all rights to opt out of the Quebec Proceeding.

## **5.2 Objection Procedure**

83. A Class Member may object to the approval of the Settlement Agreement by sending an Objection by pre-paid mail, courier, fax, or email to the Claims Administrator or to Class Counsel. The Claims Administrator is required to forward all Objections to the Defendants and Class Counsel within 48 hours after receiving an objection.

84. Objections must be received on the Objection Deadline at the latest.

85. A Class Member who wishes to object to the approval of the Settlement Agreement shall state in their Objection:

- (a) The full name, current mailing address, telephone number, and email address of the person who is objecting;
- (b) A brief statement of the nature and reasons for the objection;
- (c) A declaration that the person believes they are a Class Member and the reason for that belief; and
- (d) Whether the person intends to appear at the Settlement Approval Hearing and, if so, if the person intends to appear by counsel, and if by counsel, the name, telephone number, and email address of counsel.

86. Within seven (7) days of the Objection Deadline or as soon as practicable thereafter, the Claims Administrator will report to Class Counsel and counsel for the Defendants, the names of persons who objected and copies of any objections.

87. A Class Member who opts out shall not be entitled to submit an Objection or be heard at the Settlement Approval Hearing.

## **SECTION 6 – TERMINATION OF SETTLEMENT AGREEMENT**

### **6.1 Right of Termination**

88. Danone Canada and/or Intact shall have the right, at their sole discretion, to terminate this Settlement Agreement if:

- (a) the Court does not approve this Settlement Agreement or any term or part thereof deemed material by the Defendants;
- (b) the Court approves this Settlement Agreement in a modified form;
- (c) the Application for Authorization for Settlement Purposes and Approval of Pre-Approval Notice is not granted by the Court, or the order granting the Application for Authorization for Settlement Purposes and Approval of Pre-Approval Notice is inconsistent or not substantially in the form attached to this Settlement Agreement as Schedule “G”.
- (d) the Court issues a settlement approval order that is inconsistent with the terms of the Settlement Agreement or not substantially in the form attached to this Settlement Agreement as Schedule “H”;
- (e) the BC Order is not obtained within two (2) years from the date the Settlement Approval Order becomes a Final Order, or if the BC Court refuses to dismiss, permanently stay or accept the discontinuance of the BC Proceeding within that period of time;
- (f) any order approving this Settlement Agreement made by the Court does not become a Final Order;
- (g) Class Counsel do not obtain the statutory required consents and executed Provincial Health Insurer Releases by the Settlement Approval Hearing in accordance with this Settlement Agreement including Section 2.6 herein; or
- (h) the opt-out threshold is exceeded. The opt-out threshold is defined in a companion agreement to this Settlement Agreement that is confidential

and will be filed with the Court under seal (the “**Companion Agreement**”).

89. To exercise a right of termination, Danone Canada and/or Intact shall deliver a written notice of termination to Class Counsel. Upon delivery of such a written notice, the Settlement Agreement is terminated, this Settlement Agreement shall be null and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason. Any costs incurred for settlement implementation and administration up until such point will be borne entirely by Intact to the complete exoneration of the Plaintiff and Class Counsel.

90. Any order, ruling or determination made or rejected by the Court with respect to Class Counsel Fees and Disbursements shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

## **6.2 If Settlement Agreement is Terminated**

91. If this Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect for any reason:

- (a) within ten (10) days of such termination having occurred, Class Counsel shall, upon written notice by the Defendants, make reasonable efforts to destroy all documents or other materials provided by the Defendants and/or counsel for the Defendants under this Settlement Agreement or containing or reflecting information derived from such documents or other materials received from the Defendants and/or counsel for the Defendants and, to the extent Class Counsel has disclosed any documents or information provided by the Defendants and/or counsel for the Defendants to any other person, shall make reasonable efforts to recover and destroy such documents or information. Nothing contained in this paragraph shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by the Defendants and/or counsel for the Defendants, or received from the Defendants and/or counsel for the Defendants in

connection with this Settlement Agreement, may not be disclosed to any person in any manner or used, directly or indirectly, by Class Counsel or any other person in any way for any reason, without the express prior written permission of the relevant Defendant(s). Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel derived from such documents or information;

- (b) any prior order authorizing the Quebec Proceeding as a class proceeding on the basis of the Settlement Agreement shall be set aside and declared of no force and effect, and the Parties shall cooperate in seeking to have an order to that effect and shall be estopped as against each other from relying on any such prior authorization order; and
- (c) the Parties shall be returned to the position they were in immediately before the Settlement Agreement was executed in respect of all of the Proceedings.

### **6.3   Return of the Settlement Amounts Following Termination**

92. If the Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Claims Administrator shall, within days (10) business days of the written notice advising that the Settlement Agreement has been terminated in accordance with its terms, return to Intact the amount paid into the Trust Account pursuant to paragraphs 17 and 18, plus all accrued interest thereon, and less any Administration Expenses incurred or payable, if applicable.

### **6.4   Survival of the Provisions After Termination**

93. If this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, Sections 6.2, 6.3, 8.1, 8.2 and the definitions and Schedules applicable thereto shall survive and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 6.2, 6.3 within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

## **SECTION 7 – RELEASES**

### **7.1 Release of Releasees**

94. Upon the Effective Date, and in consideration of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Releasors shall forever and absolutely release and forever discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have. And for the consideration provided herein, the Releasors agree not to make any claim or take or continue any proceedings arising out of or relating to the subject matter of the Released Claims against any other person, corporation or entity (including, without limitation, any health care professionals, health care providers, or health care facilities) which might claim damages and/or contribution and indemnity and/or other relief under the provisions of, the *Negligence Act* (Ontario), the *Consumer Protection Act, 2023* (Ontario), the *Consumer Protection Act* (Quebec), or other comparable provincial or territorial legislation and any prior versions thereof or amendments thereto, the common law, Quebec civil law, or any other statute, for any relief whatsoever, including relief of a monetary, declaratory or injunctive nature, from one or more of the Releasees.

95. The full and final release with respect to the Released Claims shall be approved by the Court.

96. The Plaintiff acknowledge that she may hereafter discover facts in addition to, or different from, those facts which she knows or believes to be true regarding the subject matter of the Settlement Agreement, and it is her intention, as representative of the Class Members, to release fully, finally and forever all Released Claims and, in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of additional or different facts.

97. The full and final release with respect to the Released Claims encompasses the entire share of the Releasees, in any solidary liability in connection with the Released Claims, which the Releasors acknowledge having received. The Releasors consequently release the Releasees, from all solidarity pertaining to the Released Claims.

98. Class Counsel shall seek orders at the Settlement Approval Hearing which shall include a term releasing the claims of the Provincial Health Insurers in substantially the form attached as schedule "J", with any necessary adjustments to be permissible under Quebec law.

99. Without limiting any other provisions herein, the Plaintiff and each Class Member, whether or not he or she submits a Claim Package or otherwise receives a Compensatory Payment, and each PHI, will be deemed by this Settlement Agreement completely and unconditionally to have released and forever discharged the Releasees from any and all Released Claims.

100. The Plaintiff and each Class Member, whether or not he or she submits a Claim Package or otherwise receives a Compensatory Payment, and each PHI, will be forever barred and enjoined from continuing, 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 Defendants or Releasees any claims that relate to or constitute any Released Claims.

## **7.2 Covenant Not to Sue**

101. Upon the Effective Date, and notwithstanding paragraphs 94-100 above, for any Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasors do not release the Releasees but instead the Releasors covenant and undertake not to make any claim in any way or to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

## **7.3 No Further Claims**

102. Upon the Effective Date, each of the Releasors, including but not limited to the Plaintiff, shall not then or thereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee, or any other person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claims. For greater certainty

and without limiting the generality of the foregoing, each of the Releasors, including but not limited to the Plaintiff, shall not assert or pursue a Released Claim against any Releasee under the laws of any foreign jurisdiction.

#### **7.4 Material Term**

103. The releases, covenants, discontinuances, dismissals, and granting of consent contemplated in Section 7 shall be considered a material term of the Settlement Agreement, and the failure of any Court to approve the releases, covenants, discontinuances, dismissals, and granting of consent contemplated herein shall give rise to a right of termination pursuant to SECTION 6 of the Settlement Agreement.

### **SECTION 8 – EFFECT OF SETTLEMENT**

#### **8.1 No Admission of Liability**

104. The Plaintiff and the Defendants expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason. Further, whether or not the Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability whatsoever by the Defendants, or of the truth of any of the claims or allegations contained in the Quebec Proceeding and/or the BC Proceeding against the Defendants and cannot be used for any purpose whatsoever in any current or subsequent proceeding relating to the matters in issue in the Quebec Proceeding and the BC Proceeding.

#### **8.2 Agreement not Evidence**

105. The Parties agree that, whether or not it is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding,

except in a proceeding to approve and/or enforce this Settlement Agreement, to defend against the assertion of Released Claims, or as otherwise required by law.

### **8.3 No Further Litigation**

106. No Class Counsel, nor anyone currently a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or proceeding commenced by any person against the Defendants which relates to or arises from the Released Claims. Moreover, Class Counsel or anyone currently or hereafter employed by or a partner with Class Counsel may not divulge to anyone for any purpose any information obtained in the course of the Quebec Proceeding or the negotiation and preparation of this Settlement Agreement, except to the extent such information was, is or becomes otherwise publicly available or unless ordered to do so by a court.

## **SECTION 9 – NOTICES TO SETTLEMENT CLASS**

### **9.1 Notices Required**

107. As soon as practicable after the Date of Execution, the Class shall be given the Pre-Approval Notice in the form attached as Schedule “E” and approved by the Court, the costs of which shall be paid out of the Trust Account.

108. If the Settlement Agreement is approved by the Court, Class Members shall be given the Settlement Approval Notice by the Claims Administrator within the delay provided for at paragraph 43.

### **9.2 Form and Distribution of Notices**

109. The notices described in the above paragraphs shall be in the forms attached as Schedules as indicated above and approved by the Court.

110. The notices described in the above paragraphs shall be disseminated in accordance with the Notice Plan attached as Schedule “K” and approved by the Court.

## **SECTION 10 – CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES**

### **10.1 Court Approval for Class Counsel Fees and Disbursements**

111. As part of the Application for Approval of the Settlement Agreement detailed at Section 2.3, or as a separate application subsequently presented, Class Counsel will seek the Court's approval of Class Counsel Fees and Disbursements in the amount of 30% of the Settlement Amount plus taxes and disbursements, and an order that the Class Counsel Fees and Disbursements shall be paid as outlined in paragraph 3.2. The Defendants will take no position on this request, other than that they have agreed to pay these amounts.

112. Class Counsel Fees and Disbursements, plus applicable taxes, as approved by the Court, shall be paid out of the Settlement Fund, and paid out of the Trust Account after the Effective Date.

113. Upon full payment of the Class Counsel Fees and Disbursements approved by the Court to Class Counsel, Class Counsel forever releases the Releasees of and from any and all claims or demands for fees, costs, expenses and/or disbursements, known or unknown, that Class Counsel ever had, could have had, or now has, whether directly or indirectly related to the Class Action.

114. The Defendants shall not be liable for any other fees and disbursements, or taxes of any of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiff or Class Members, or any lien of any person on any payment to any Class Member.

### **10.2 Not a Condition**

115. The Settlement of the Quebec Proceeding shall in no way be conditional upon the approval by the Court of the amount or percentage of Class Counsel Fees and Disbursements sought by Class Counsel as part of the Application for Approval of the Settlement Agreement detailed at Section 2.3, or as a separate application subsequently presented. No order or proceeding relating to Class Counsel Fees and Disbursements, nor any appeal therefrom, nor any subsequent modification, shall have the effect of terminating or rescinding the settlement of the Quebec Proceeding, or modifying or

affecting the implementation, performance and timing of the settlement of the Quebec Proceeding.

## **SECTION 11 – MISCELLANEOUS**

### **11.1 Authorship**

116. The Settlement Agreement shall be deemed to have been mutually prepared by the Parties and shall not be construed against any of them solely by reason of authorship.

### **11.2 Public Comments**

117. The Parties agree not to make any disparaging statements about the other Party or their respective counsel. Any comments made publicly or to the media will be to promote the virtues of the Settlement Agreement.

### **11.3 Motions for Direction**

118. The Plaintiff, the Defendants, or the Claims Administrator may apply to the Court as may be required for directions in respect of the interpretation, implementation and administration of this Settlement Agreement.

119. All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

### **11.4 Headings, etc.**

120. In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms “this Settlement Agreement,” “hereof,” “hereunder,” “herein,” and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

### **11.5 Computation of Time**

121. In the computation of time in this Settlement Agreement, except where a contrary intention appears,

- (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday in the Province of Québec, the act may be done on the next day that is not a holiday.

#### **11.6 Ongoing Jurisdiction**

122. The Parties submit to the jurisdiction of the Court, and agree that the Court shall have exclusive and continuing jurisdiction over the Parties for all purposes relating to the implementation, effectuation, interpretation, administration, monitoring and enforcement of this Settlement Agreement and its Schedules, any litigation or dispute that may arise therefrom, and all provisions thereof with respect to all Parties hereto and all beneficiaries hereof, including the Plaintiff, Class Counsel, the Defendants, Class Members, the Releasees, the Releasors and the Released Claims. The Settlement Agreement and its Schedules will be governed and construed in accordance with the laws in force in the Province of Quebec and all of the Parties submit to the exclusive jurisdiction of the Superior Court of Québec in this regard. This provision shall not be used by anyone or any entity, whether or not a Party to these proceedings, in an effort to establish any of the alleged facts, the jurisdiction of the Canadian courts over any foreign party, or the certification of any other proceedings in any province of Canada.

#### **11.7 Governing Law**

123. This Settlement Agreement and all disputes arising out of or in connection with it shall be governed by and construed and interpreted exclusively in accordance with the laws of the Province of Quebec.

#### **11.8 Entire Agreement**

124. This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound

by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

#### **11.9 Amendments**

125. This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Court.

#### **11.10 Binding Effect**

126. This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiff, the Class Members, the Defendants, the Releasors, the Releasees and all of their successors and assigns, in all jurisdictions in Canada. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiff shall be binding upon all Releasors and each and every covenant and agreement made herein by the Defendants shall be binding upon all of the Releasees in all jurisdictions of Canada.

#### **11.11 Counterparts**

127. This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

#### **11.12 Negotiated Agreement**

128. This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

### **11.13 Language**

129. The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English. Class Counsel will be responsible for translating all materials in French once they are finalized, including the Settlement Agreement and all attachments thereto

### **11.14 Recitals**

130. The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

### **11.15 Schedules**

131. The Schedules annexed hereto form part of this Settlement Agreement.

### **11.16 Acknowledgements**

132. Each of the Parties hereby affirms and acknowledges that:

- (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
- (c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of the Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

### **11.17 Authorized Signatures**

133. Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

### **11.18 Notice**

134. Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another Party, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

#### **For the Plaintiff**

Joey Zukran and Léa Bruyère  
**LPC Avocats**  
276, rue Saint-Jacques, bureau 801  
Montréal, (Québec), H2Y 1N3  
Tél : (514) 379-1572  
Fax : (514) 221-4441  
Email: [izukran@lpclex.com](mailto:izukran@lpclex.com) / [lbruylere@lpclex.com](mailto:lbruylere@lpclex.com)

#### **For Danone Canada**

Emmanuelle Poupart and Samuel Lepage  
**McCarthy Tétrault LLP**  
1000 De La Gauchetière West, Suite MZ400  
Montreal QC, H3B 0A2, CA  
Tel: 514-397-4100  
Fax: 514-875-6246  
Email: [epoupart@mccarthy.ca](mailto:epoupart@mccarthy.ca) / [slepage@mccarthy.ca](mailto:slepage@mccarthy.ca)

#### **For Wal-Mart Corp.**

Noah Boudreau and Mirna Kaddis  
**Fasken Martineau DuMoulin LLP**  
800, Square-Victoria Street, Suite 3500  
Montréal QC H3C 0B4  
Tel: 514-397-7400  
Fax: 514-397-7600  
Email: [nboudreau@fasken.com](mailto:nboudreau@fasken.com) / [mkaddis@fasken.com](mailto:mkaddis@fasken.com)

#### **For Intact**

Christina Parent-Roberts and Julie Simard  
**a.l.i.a. services juridiques**  
2020 boulevard Robert-Bourassa, Suite 100  
Montréal (Québec) H3A 2A5  
Tel : 1-844-893-1277 ext 83515  
1-844-893-1277 ext 83759  
Email: [christina.parent-roberts@intact.net](mailto:christina.parent-roberts@intact.net)  
Email: [julie.simard@intact.net](mailto:julie.simard@intact.net)

*[Remainder of page intentionally left blank.]*

**11.19 Date of Execution**

135. The Parties have executed this Settlement Agreement as of the date on the cover page.

**PLAINTIFF AND CLASS COUNSEL:**

Plaintiff: Joyce Romano

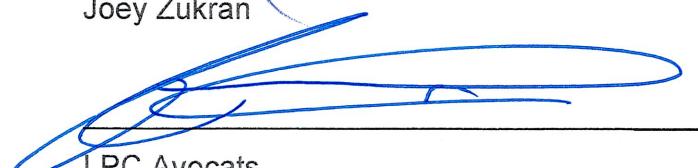
Signature of Plaintiff:



Name of Authorized Signatory:

Joey Zukran

Signature of Authorized Signatory:



LPC Avocats

**DEFENDANTS:**

Name of Authorized Signatory:



Signature of Authorized Signatory:

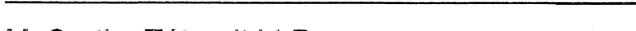


Danone Inc.

Name of Authorized Signatory:

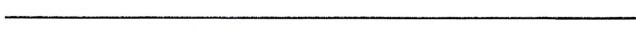
Emmanuelle Poupart

Signature of Authorized Signatory:



McCarthy Tétrault LLP

Name of Authorized Signatory:



Signature of Authorized Signatory:



Wal-Mart Canada Corp.

**11.19 Date of Execution**

135. The Parties have executed this Settlement Agreement as of the date on the cover page.

**PLAINTIFF AND CLASS COUNSEL:**

Plaintiff: Joyce Romano

Signature of Plaintiff: \_\_\_\_\_

Name of Authorized Signatory: Joey Zukran

Signature of Authorized Signatory: \_\_\_\_\_

LPC Avocats

**DEFENDANTS:**

Name of Authorized Signatory: Isabelle Rayle-Doiron



Danone Inc.

Name of Authorized Signatory: Emmanuelle Poupart



McCarthy Tétrault LLP

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Wal-Mart Canada Corp.

**11.19 Date of Execution**

135. The Parties have executed this Settlement Agreement as of the date on the cover page.

**PLAINTIFF AND CLASS COUNSEL:**

Plaintiff: Joyce Romano

Signature of Plaintiff: \_\_\_\_\_

Name of Authorized Signatory: Joey Zukran

Signature of Authorized Signatory: \_\_\_\_\_

LPC Avocats

**DEFENDANTS:**

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Danone Inc.

Name of Authorized Signatory: Emmanuelle Poupart

Signature of Authorized Signatory: \_\_\_\_\_

McCarthy Tétrault LLP

Name of Authorized Signatory: Caroline Mostyn, Assistant General Counsel

Signature of Authorized Signatory: Caroline Mostyn

Wal-Mart Canada Corp.

Name of Authorized Signatory:

Noah Boudreau and Mirna Kaddis

Signature of Authorized Signatory:

Fasken Martineau DuMoulin LLP

Fasken Martineau DuMoulin

Name of Authorized Signatory:

Marla Cox

Signature of Authorized Signatory:

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Intact Insurance Company

Name of Authorized Signatory:

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Signature of Authorized Signatory:

A.I.I.A. Services Juridiques

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Fasken Martineau DuMoulin

Name of Authorized Signatory: \_\_\_\_\_

Marla Cox



Signature of Authorized Signatory: \_\_\_\_\_

Intact Insurance Company

Name of Authorized Signatory: \_\_\_\_\_

Christina Parent-Roberts



Signature of Authorized Signatory: \_\_\_\_\_

A.I.I.A. Services Juridiques

**SCHEDULE “A”**

**COMPENSATION GRID**

| Injury Tier   | Required Documentation  | Compensation  |
|---|---|---|
| <p><b>Tier I – Symptoms lasting up to 48 hours.</b> Following the consumption of a Recalled Product, the Primary Claimant:</p> <ol style="list-style-type: none"> <li data-bbox="122 404 741 687">1. developed symptoms consistent with <i>Listeriosis</i> (i.e., symptoms developed at least 48 hours after consumption of a Recalled Product and no more than 70 days after consumption of a Recalled Product, and included vomiting, nausea, fever, cramps, diarrhea, constipation, muscle aches, headache, neck stiffness, confusion, loss of balance), <b>and/or</b></li> <li data-bbox="122 711 741 959">2. developed symptoms consistent with a psychological disorder caused by exposure to the Recalled Product (i.e., a new diagnosis of a medically recognized psychological disorder following consumption of a Recalled Product, with symptoms that are more acute than upset, disgust, anxiety, insomnia or agitation), <b>and</b></li> </ol> <p>developed symptoms that lasted up to 48 hours.</p> | <ol style="list-style-type: none"> <li data-bbox="798 290 1381 453">3. If the Primary Claimant was the purchaser of the consumed Recalled Product, proof of purchase, retained packaging, or a declaration attesting to purchase if these documents are not available; and</li> <li data-bbox="798 478 1381 654">4. A declaration attesting to consumption of the Recalled Product and physical illness consistent with <i>Listeriosis</i> or psychological disorder caused by exposure to the Recalled Product.</li> </ol>   | <p>\$400 per Primary Claimant (single payment to the Primary Claimant, inclusive of all of the Primary Claimant's claim).</p>   |
| <p><b>Tier II – Symptoms lasting more than 48 hours and up to one week.</b> Following the consumption of a Recalled Product, the Primary Claimant:</p> <ol style="list-style-type: none"> <li data-bbox="122 1171 741 1383">1. developed symptoms consistent with <i>Listeriosis</i> (i.e., symptoms developed at least 48 hours after consumption of a Recalled Product and no more than 70 days after consumption of a Recalled Product, and included nausea, fever, cramps, diarrhea, constipation, muscle aches,</li> </ol>   | <ol style="list-style-type: none"> <li data-bbox="798 1057 1381 1220">3. If the Primary Claimant was the purchaser of the consumed Recalled Product, proof of purchase, retained packaging, or declaration attesting to purchase if these documents are not available; and</li> <li data-bbox="798 1245 1381 1421">4. A declaration attesting to consumption of the Recalled Product and physical illness consistent with <i>Listeriosis</i> or psychological disorder caused by exposure to the Recalled Product.</li> </ol> | <p>\$1,500 per Primary Claimant (single payment to the Primary Claimant, inclusive of all of the Primary Claimant's claim).</p> |

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| <p>headache, neck stiffness, confusion, loss of balance), <b>and/or</b></p> <p>2. developed symptoms consistent with a psychological disorder caused by exposure to the Recalled Product (i.e., a new diagnosis of a medically recognized psychological disorder following consumption of a Recalled Product, with symptoms that are more acute than upset, disgust, anxiety, insomnia or agitation); <b>and</b></p> <p>developed symptoms that lasted up to one week.</p>  |  |  |
| <p><b>Tier III – Symptoms lasting more than one week and the Primary Claimant was not hospitalized</b> – Following the consumption of a Recalled Product, the Primary Claimant:</p> <p>1. developed symptoms consistent with <i>Listeriosis</i> (i.e., symptoms developed at least 48 hours after consumption of a Recalled Product and no more than 70 days after consumption of a Recalled Product, and included fever, cramps, diarrhea, constipation, muscle aches, headache, neck stiffness, confusion, loss of balance), <b>and/or</b></p> <p>2. developed symptoms consistent with <i>Listeriosis</i> (e.g., symptoms developed at least 48 hours after consumption of a Recalled Product and no more than 70 days after consumption of a Recalled Product, fever, cramps, diarrhea, constipation, muscle aches, headache, neck stiffness, confusion, loss of balance) which caused a miscarriage, <b>or</b></p> | <p>4. If the Primary Claimant was the purchaser of the consumed Recalled Product, proof of purchase, retained packaging, or declaration attesting to purchase if these documents are not available;</p> <p>5. A declaration attesting to consumption of the Recalled Product; and</p> <p>6. Contemporaneous medical reports or records contains a diagnosis of <i>Listeriosis</i> or evidence of symptoms consistent with <i>Listeriosis</i> or evidence of psychological disorder caused by exposure to the Recalled Product.</p> | <p>\$7,000 per Primary Claimant (single payment to the Primary Claimant, inclusive of all of the Primary Claimant's claim).</p> <p>Subrogated provincial insurer payments.</p> |

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| <p>3. developed symptoms consistent with a psychological disorder caused by exposure to the Recalled Product (i.e., a new diagnosis of a medically recognized psychological disorder following consumption of a Recalled Product, with symptoms that are more acute than upset, disgust, anxiety, insomnia or agitation); <b>and</b></p> <p>developed symptoms that lasted more than a week, <b>and</b></p> <p>was <u>not</u> hospitalized.</p>   |   |  |
| <p><b>Tier IV – Symptoms lasting more than one week and the Primary Claimant was hospitalized but did not develop complications or permanent symptoms -</b> Following the consumption of a Recalled Product, the Primary Claimant:</p> <ol style="list-style-type: none"> <li data-bbox="122 812 741 1204">1. developed symptoms consistent with <i>Listeriosis</i> (i.e., symptoms developed at least 48 hours after consumption of a Recalled Product and no more than 70 days after consumption of a Recalled Product, and included vomiting, nausea, fever, cramps, diarrhea, constipation, muscle aches, headache, neck stiffness, confusion, loss of balance), but <i>Listeriosis</i> did not cause them to develop complications (i.e., a brain infection and/or blood poisoning) and no permanent symptoms, <b>and/or</b></li> <li data-bbox="122 1225 741 1428">2. developed symptoms consistent with <i>Listeriosis</i> (e.g., symptoms developed at least 48 hours after consumption of a Recalled Product and no more than 70 days after consumption of a Recalled Product, fever, cramps, diarrhea, constipation, muscle aches,</li> </ol> | <p>4. If the Primary Claimant was the purchaser of the consumed Recalled Product, proof of purchase, retained packaging, or declaration attesting to purchase if these documents are not available;</p> <p>5. A declaration attesting to consumption of the Recalled Product; and</p> <p>6. Contemporaneous medical reports or records: containing diagnosis or evidence that illness was caused by <i>Listeriosis</i>, recording the number of days an individual was hospitalized, containing Whole Genome Sequencing for the <i>Listeriosis</i> (if available), or documentation that is consistent with the individual having symptoms of <i>Listeriosis</i>, or evidence of psychological disorder caused by exposure to the Recalled Product.</p> | <p><b>Capped at \$30,000 per claimant</b><br/>\$10,000 per Primary Claimant (single payment to the Primary Claimant, inclusive of all of the Primary Claimant's claim).<br/>\$900/per day of hospitalization.<br/>Special damages (which include and are limited to, reimbursement of reasonable and documented costs, which include, and are limited to, medical expenses, and out-of-pocket expenses for transportation)<br/>Subrogated provincial insurers payment.</p> |

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| <p>headache, neck stiffness, confusion, loss of balance) which caused a miscarriage, <b>or</b></p> <p>3. developed symptoms consistent with a psychological disorder caused by exposure to the Recalled Product (i.e., a new diagnosis of a medically recognized psychological disorder following consumption of a Recalled Product, with symptoms that are more acute than upset, disgust, anxiety, insomnia or agitation) but without permanent symptoms; <b>and</b></p> <p>developed symptoms that lasted more than a week; <b>and</b></p> <p>was hospitalized.</p>   |  |   |
| <p><b>Tier V - Symptoms lasting more than one week where the Primary Claimant was hospitalized and developed severe complications and/or permanent symptoms -</b> Following the consumption of a Recalled Product, the Primary Claimant:</p> <ol style="list-style-type: none"> <li>1. developed symptoms consistent with <i>Listeriosis</i> (i.e., symptoms developed at least 48 hours after consumption of a Recalled Product and no more than 70 days after consumption of a Recalled Product, and included vomiting, nausea, fever, cramps, diarrhea, constipation, muscle aches, headache, neck stiffness, confusion, loss of balance), and <i>Listeriosis</i> caused the Primary Claimant to develop severe complications (i.e., a secondary infection affecting the central nervous system [i.e., meningoencephalitis or cerebritis, rhombencephalitis, brain abscess, and/or septic shock], and/or focal infections [i.e.,</li> </ol> | <p>4. If the Primary Claimant was the purchaser of the consumed Recalled Product, proof of purchase, retained packaging, or declaration attesting to purchase if these documents are not available;</p> <p>5. A declaration attesting to consumption of the Recalled Product; and</p> <p>6. Contemporaneous medical reports or records: containing diagnosis or evidence that illness and secondary illness were caused by <i>Listeriosis</i>, recording the number of days an individual was hospitalized, containing Whole Genome Sequencing for the <i>Listeriosis</i> (if available), or documentation that is consistent with the individual having symptoms of <i>Listeriosis</i>, or evidence of psychological disorder caused by exposure to the Recalled Product.</p> | <p><b>Capped at \$150,000 per claimant</b></p> <p>\$30,000 (single payment to the Primary Claimant, inclusive of all of the Primary Claimant's claim).</p> <p>\$900/per day of hospitalization.</p> <p>Subrogated provincial insurers payment.</p> <p>Special damages (which include and are limited to, reimbursement of reasonable and documented costs, which include, and are limited to, medical expenses, and out-of-pocket expenses for transportation).</p> <p>Up to \$70,000 for Family Claimants for Family Claimants (up to \$15,000 for each Family Claimant in relation to the same Class Member). A Family Claimant means a Class Member who is the spouse, child, grandchild, parent, grandparent, brother or sister of a Primary Claimant; resides at the same address as the Primary Claimant, and are not a Primary Claimant.</p> |

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| <p>oculoglandular syndrome, lymphadenitis, pneumonia, empyema, myocarditis, endocarditis, septic arthritis, osteomyelitis, infection of a prosthetic joint, arteritis, infection of a prosthetic graft, spinal or brain abscess, cholecystitis, acute hepatitis or peritonitis]) or caused permanent symptoms, <b>and/or</b></p> <p>2. developed symptoms consistent with <i>Listeriosis</i> (e.g., symptoms developed at least 48 hours after consumption of a Recalled Product and no more than 70 days after consumption of a Recalled Product, fever, cramps, diarrhea, constipation, muscle aches, headache, neck stiffness, confusion, loss of balance) which caused a stillbirth, <b>or</b></p> <p>3. developed symptoms consistent with a psychological disorder caused by exposure to the Recalled Product (i.e., a new or significant change in diagnosis of a psychological disorder following consumption of a Recalled Product) but without permanent symptoms; <b>and</b><br/>       developed symptoms that lasted more than a week; <b>and</b><br/>       was hospitalized.</p> | <p>7. Proof of residency and cohabitation of the Family Claimant and the Primary Claimant for each Family Claimant over 18 years old, or, proof of residency and cohabitation of the Family Claimant's guardian attesting to the cohabitation of the Family Claimant and the Primary Claimant for each Family Claimant over 18 years old.</p> |  |
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| <p><b>Tier VI – Symptoms resulting in death</b> - Following the consumption of a Recalled Product, the Primary Claimant developed symptoms consistent with <i>Listeriosis</i> (i.e., symptoms developed at least 48 hours after consumption of a Recalled Product and no more than 70 days after consumption of a Recalled Product, and included vomiting, nausea, fever, cramps, diarrhea, constipation, muscle aches, headache, neck stiffness, confusion, loss of balance), resulting in death.</p> | <ol style="list-style-type: none"> <li>1. If the Primary Claimant was the purchaser of the consumed Recalled Product, proof of purchase, retained packaging, or declaration from the estate attesting to purchase if these documents are not available;</li> <li>2. A declaration from the estate attesting to consumption of the Recalled Product;</li> <li>3. Contemporaneous medical reports or records with medical conclusions or evidence that the death was caused by <i>Listeriosis</i>, containing Whole Genome Sequencing for the <i>Listeriosis</i> (if available), or documentation that demonstrates the individual had symptoms consistent with <i>Listeriosis</i>, or evidence of psychological disorder caused by exposure to the Recalled Product.</li> <li>4. Proof of residency and cohabitation of the Family Claimant and the Primary Claimant for each Family Claimant over 18 years old, or, proof of residency and cohabitation of the Family Claimant's guardian attesting to the cohabitation of the Family Claimant and the Primary Claimant for each Family Claimant over 18 years old.</li> <li>5. Invoices and receipts related to all funeral expenses.</li> </ol> | <p><b>Capped at \$300,000 per claimant</b></p> <p>\$150,000 (single payment to the Primary Claimant, inclusive of all of the Primary Claimant's claim).</p> <p>\$900/per day of hospitalization.</p> <p>Special damages (which include and are limited to, reimbursement of reasonable and documented costs, which include, and are limited to, medical expenses, out-of-pocket expenses for transportation and up to \$19,612.30 for funeral expenses)</p> <p>\$105,000 for Family Claimants (up to \$15,000 for each Family Claimant in relation to the same Class Member). A Family Claimant means a Class Member who is the spouse, child, grandchild, parent, grandparent, brother or sister of a Primary Claimant; resides at the same address as the Primary Claimant, and are not a Primary Claimant.</p> <p>Subrogated provincial insurers payment.</p> |
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**SCHEDULE "B"**

**LIST OF PRODUCTS**

List of Silk Products and Great Value Products recalled due to Listeria monocytogenes

| <b>Brand</b>       | <b>Product</b>                             | <b>Size</b> | <b>UPC</b>         | <b>Codes</b>  |
|--------------------|--|-------------|--------------------|---|
| <b>Great Value</b> | Almond Beverage<br>Unsweetened<br>Original | 1.89 L      | 6 81131<br>34208 7 | All Best Before dates up to and including 24 OC 04 AND Product code contains 7825 |
| <b>Great Value</b> | Almond Beverage<br>Original                | 1.89 L      | 6 81131<br>34209 4 | All Best Before dates up to and including 24 OC 04 AND Product code contains 7825 |
| <b>Great Value</b> | Almond Beverage<br>Vanilla                 | 1.89 L      | 6 81131<br>34210 0 | All Best Before dates up to and including 24 OC 04 AND Product code contains 7825 |
| <b>Silk</b>        | Almond &<br>Coconut<br>Unsweetened         | 1.89 L      | 0 25293<br>00250 0 | All Best Before dates up to and including 24 OC 04 AND Product code contains 7825 |
| <b>Silk</b>        | Almond Original                            | 1.89 L      | 0 25293<br>00100 8 | All Best Before dates up to and including 24 OC 04 AND Product code contains 7825 |
| <b>Silk</b>        | Almond Dark<br>Chocolate                   | 1.89 L      | 0 25293<br>00135 0 | All Best Before dates up to and including 24 OC 04 AND Product code contains 7825 |
| <b>Silk</b>        | Almond<br>Unsweetened                      | 1.89 L      | 0 25293<br>00150 3 | All Best Before dates up to and including 24 OC 04 AND Product code contains 7825 |
| <b>Silk</b>        | Almond<br>Unsweetened<br>Vanilla           | 1.89 L      | 0 25293<br>00188 6 | All Best Before dates up to and including 24 OC 04 AND Product code contains 7825 |
| <b>Silk</b>        | Almond Vanilla                             | 1.89 L      | 0 25293<br>00168 8 | All Best Before dates up to and including 24 OC 04 AND Product code contains 7825 |
| <b>Silk</b>        | Coconut Original                           | 1.89 L      | 0 25293<br>00152 7 | All Best Before dates up to and including 24 OC 04 AND Product code contains 7825 |

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|-------------|--|--------|--------------------|---|
| <b>Silk</b> | Coconut<br>Unsweetened                       | 1.89 L | 0 25293<br>00244 9 | All Best Before dates up to and including 24 SE 27 AND Product code contains 7825 |
| <b>Silk</b> | Oat Original                                 | 1.75 L | 0 36632<br>07240 5 | All Best Before dates up to and including 24 OC 04 AND Product code contains 7825 |
| <b>Silk</b> | Oat Vanilla                                  | 1.75 L | 0 36632<br>07241 2 | All Best Before dates up to and including 24 OC 04 AND Product code contains 7825 |
| <b>Silk</b> | Oat Dark<br>Chocolate                        | 1.75 L | 0 36632<br>07239 9 | All Best Before dates up to and including 24 OC 04 AND Product code contains 7825 |
| <b>Silk</b> | Oat<br>Unsweetened                           | 1.75 L | 0 36632<br>07532 1 | All Best Before dates up to and including 24 OC 04 AND Product code contains 7825 |
| <b>Silk</b> | Oat<br>Unsweetened<br>Vanilla                | 1.75 L | 0 56800<br>72749 4 | All Best Before dates up to and including 24 OC 04 AND Product code contains 7825 |
| <b>Silk</b> | Almond &<br>Cashew<br>Unsweetened            | 1.75 L | 0 36632<br>07235 1 | All Best Before dates up to and including 24 OC 04 AND Product code contains 7825 |
| <b>Silk</b> | Almond &<br>Cashew<br>Unsweetened<br>Vanilla | 1.75 L | 0 36632<br>07234 4 | All Best Before dates up to and including 24 OC 04 AND Product code contains 7825 |

**SCHEDULE “C”**  
**VOLUNTARY REFUND PROGRAM**

# PRODUCT RECALL – Q&A AND LATEST UPDATES

In light of the recent Silk Canada recall, and now that the outbreak investigation has been concluded by the Public Health Agency of Canada and the Canadian Food Inspection Agency of Canada, we want to express our heartfelt gratitude to our consumers for their trust and support. This has been a challenging time, but together, we are committed to navigating the path forward with transparency and care. We know these answers and actions cannot erase the impacts of the recall, but we are committed to doing the right thing – ensuring plant-based products remain safe for all.

## LATEST UPDATES

- October 29, 2024: [Closing of the investigation by the Canadian Food Inspection Agency \(CFIA\) – Statement](#)
- October 11, 2024: [Closing of the investigation by the Public Health Agency of Canada \(PHAC\) – Statement](#)
- July 22, 2024: [Message from our Canadian President, Frédéric Guichard](#)
- July 17, 2024: [Danone Canada Shares Statement Regarding Specific Silk Refrigerated Beverage Product Recall](#)
- July 8, 2024: [Danone Canada Recalls Specific Silk Refrigerated Beverage Products](#)

## WHY ARE THESE PRODUCTS BEING RECALLED?

We are recalling these products following an investigation with the CFIA, and the confirmation of potential cases of Listeria monocytogenes linked to specific refrigerated Silk beverage products. Although the investigation is still underway to determine the exact cause, we have acted quickly, preventatively recalling all Silk refrigerated beverage products produced in this third-party manufacturing facility. We will not resume operations there until the investigation has been completed and we are satisfied with the resolution.



## HOW MANY PRODUCTS ARE IMPACTED BY THE RECALL?

15 Silk Canada refrigerated beverage SKUs You can view the complete list and more information here on the recall: <https://bit.ly/45SW8YI>

## HOW WILL YOU KNOW IF YOU HAVE A PRODUCT IN YOUR FRIDGE THAT IS AFFECTED BY THIS RECALL AND WHAT TO DO IF THEY ARE?

For all information related to the recall, please consult the official recall notice from the Canadian Food Inspection Agency: <https://bit.ly/45SW8YI>

## DOES THIS INVOLVE ANY OTHER SILK FOOD OR BEVERAGE PRODUCT?

No. It is important to note that this recall is contained to certain Silk refrigerated beverage products only and DOES NOT INCLUDE other Silk items such as Silk shelf-stable beverages 946ml incl. Silk Barista range, Silk coffee creamers ("Silk for coffee" & "half-and-half", all formats), Silk plant-based food (cheese, yogurt, whipping cream), Silk Next milk refrigerated, Silk Unsweetened original Almond 940ml, Silk Oat original 890ml, or anything not listed in the CFIA official recall notice ici: <https://bit.ly/45SW8YI>

## WHAT IS THE PROCESS TO OBTAIN A REFUND OR REPLACEMENT COUPONS? WHAT KIND OF PROOF OF PURCHASE WILL BE REQUIRED?

For refunds or replacement coupons, please fill out the SILK CANADA AND GREAT VALUE RECALL PRODUCT REFUND REQUEST FORM specific to the Silk Canada and Great Value product recall available [here](#). As described in the form, when submitting your message, please submit a picture of your product showing the 4-digit product code (7825), as well as the best-before-date (starting with BB/MA) which you can find at the very top of the carton, and a picture of your purchase receipt(s). If you don't have this information, please submit the following information: the list of impacted products that you purchased, and on the date on which and the location where you purchased the impacted products. We will issue any refund or replacement coupons by mail. As such, we cannot provide a replacement coupons or refund without a name and mailing address. For all questions, please call our customer service line at 1-866-233-5410.

## WHAT HAS THE INVESTIGATION SHOWN SO FAR?



The affected production line was shut down and no Silk products have been shipped from this facility since the potential listeria contamination was identified on the weekend of July 5. In partnership with authorities and our retailers, we have removed recalled products from grocery stores and warehouses for destruction. Our global, regional and local food safety teams have travelled to the third party's manufacturing site since we were notified about the recall and are actively working on the investigation. The investigation also involves testing and calling upon independent experts as well as collaborating with the authorities to shed light on the cause of the contamination. This is a rigorous process that takes time, and the investigation could take many weeks to conclude. It is important that we get to the bottom of this.

## WHEN WILL WE FIND THESE PRODUCTS IN STORES AGAIN?

We are working on quickly getting our Silk refrigerated products back on shelves so that consumers can get back to enjoying the products they love. All Silk products are now being produced at other facilities. Many products will begin to return to shelves over the coming days and weeks. Many of our Silk products were outside the scope of the recall, as they were produced in other locations and those products are on shelf now and ready to enjoy. We are committed to ensuring that only safe, high-quality Silk products are available on grocery store shelves.



Our newsletter

## STAY IN THE LOOP

Stay up to date on tomorrow's plant-based news and be the first to receive exclusive Silk offers.

Enter your email

SUBSCRIBE

# RAPPEL DE PRODUITS – QUESTIONS & RÉPONSES ET DERNIÈRES MISES À JOUR

À la lumière du récent rappel de Silk Canada, et maintenant que l'enquête sur l'éclosion a été conclue par l'Agence de la santé publique du Canada et l'Agence canadienne d'inspection des aliments, nous tenons à exprimer notre sincère gratitude envers nos consommateurs pour leur confiance et leur soutien. Cela a été une période difficile, mais nous nous engageons à avancer avec vous avec transparence et attention. Nous savons que ces réponses et ces actions ne peuvent pas effacer les conséquences du rappel, mais nous sommes vraiment déterminés à faire ce qu'il faut pour que les produits à base de plantes demeurent sécuritaires pour tous.

## DERNIÈRES MISES À JOUR

- 29 octobre 2024: **Conclusion de l'enquête de l'Agence canadienne de l'inspection des aliments (ACIA) – Déclaration**
- 11 octobre 2024: **Conclusion de l'enquête de l'Agence de la santé publique du Canada (ASPC) – Déclaration**
- 22 juillet 2024 : **Message de notre président canadien, Frédéric Guichard**
- 17 juillet 2024: **Danone Canada partage une déclaration concernant le rappel de certains produits de boissons réfrigérées Silk**
- 8 juillet 2024: **Danone Canada rappelle certains produits de boissons réfrigérées Silk**

## POURQUOI CES PRODUITS SONT-ILS RAPPELÉS?

Nous procédons au rappel de ces produits à la suite d'une enquête menée avec l'ACIA qui confirme des cas potentiels de Listeria monocytogenes liés à certaines boissons réfrigérées Silk. Bien que l'enquête soit toujours en cours pour déterminer la cause exacte, nous avons agi rapidement et avons décidé de rappeler de manière proactive tous les produits de boissons réfrigérées Silk Canada produits dans cette installation d'une tierce partie. La production à cette usine est suspendue le temps que l'enquête soit complétée et que nous nous sommes assurés de la sécurité de nos produits.

## COMBIEN DE PRODUITS SONT IMPACTÉS PAR LE RAPPEL?

15 produits spécifiques (SKU) de boissons réfrigérées Silk Canada. Vous pouvez consulter la liste complète et avoir plus d'informations ici concernant le rappel : <https://bit.ly/3LfD6If>

## COMMENT SAVOIR SI LES PRODUITS DANS VOTRE FRIGO SONT AFFECTÉS PAR CE RAPPEL ET QUE FAIRE LE CAS ÉCHÉANT?

Pour toutes les informations relatives au rappel, veuillez consulter l'avis de rappel officiel de l'Agence canadienne d'inspection des aliments: <https://bit.ly/3LfD6If>

## EST-CE QUE CELA IMPLIQUE D'AUTRES PRODUITS SILK?

Non. Il est important de noter que le rappel concerne seulement certains produits de boissons réfrigérées Silk Canada de 1,75 à 1,89 L et N'INCLUT PAS d'autres produits Silk tels que les boissons Silk aseptiques de 946 ml, y compris la gamme Silk Barista, les crèmes à café Silk (« Silk pour café » et « half & half », tous formats), les aliments à base de plantes Silk (fromage, yogourt, crème fouettée), le Silk Nextmilk réfrigéré, le Silk Amande 940 ml non-sucré, le Silk Avoine Original 890 ml, ou tout autre produit non mentionné dans l'avis de rappel officiel de l'ACIA here : <https://bit.ly/45SW8YI>

## QUEL EST LE PROCESSUS DE REMBOURSEMENT OU DE REMPLACEMENT SOUS FORME DE COUPONS ? QUEL TYPE DE PREUVE D'ACHAT SERA REQUIS ?

Pour les remboursements ou remplacements sous la forme de coupons, veuillez svp remplir le Formulaire de demande de remboursement en lien avec le rappel de produits Silk Canada, lequel est dédié au rappel de produits Silk Canada, disponible ici : <https://www.silkcanada.ca/fr/gardons-contact/>. Tel que décrit dans le formulaire, lorsque vous soumettez votre formulaire, veuillez svp joindre une photo de votre produit montrant le code du produit à 4 chiffres (7825), ainsi que la date d'expiration (commençant par BB/MA) que vous trouverez en haut du carton, et une image de votre reçu d'achat. Si vous n'avez pas ces informations, veuillez svp soumettre l'information suivante : la liste des produits affectés par le rappel que vous avez achetés, ainsi que la date à laquelle et le lieu où vous avez acheté les produits affectés par le rappel. Nous enverrons les remboursements et coupons de remplacement par la poste. Par conséquent, nous ne pouvons pas fournir de coupon de remplacement ou un remboursement sans un nom et une adresse postale. Pour toute question, veuillez appeler notre service clientèle au 1-866-233-5410.

## QUE MONTRÉ L'ENQUÊTE À CE JOUR ?

Nous enquêtons activement sur la cause de cette contamination avec l'Agence canadienne d'inspection des aliments (ACIA) et notre fabricant tiers. La ligne de production affectée a été arrêtée et aucun produit Silk n'a été expédié de cette usine depuis que la contamination potentielle à la listeria a été identifiée la fin de semaine du 5 juillet. En partenariat avec les autorités et nos détaillants, nous avons retiré les produits rappelés des épiceries et des entrepôts pour destruction. Nos équipes de sécurité alimentaire globales, régionales et locales se sont rendues sur le site de fabrication du tiers dès que nous avons été informés du rappel et travaillent activement sur l'enquête. L'enquête implique également des tests et le recours à des experts indépendants ainsi que la collaboration avec les autorités pour faire la lumière sur la cause de la contamination. C'est un processus rigoureux qui prend du temps, et l'enquête pourrait prendre plusieurs semaines pour se conclure. Il est important que nous allions au fond des choses.



## QUAND RETROUVERONS-NOUS CES PRODUITS EN MAGASIN ?

Nous travaillons activement à ce que les consommateurs puissent retrouver rapidement nos produits réfrigérés Silk en magasin et qu'ils puissent à nouveau profiter des produits qu'ils aiment. Tous les produits Silk sont désormais fabriqués dans d'autres usines. De nombreux produits commenceront à revenir en magasin dans les jours et semaines à venir. Beaucoup de nos produits Silk n'étaient pas concernés par le rappel, car ils étaient produits dans d'autres installations, et ces produits sont déjà en magasin et prêts à être consommés. Nous nous engageons à nous assurer que seuls des produits Silk sécuritaires et de haute qualité soient disponibles en magasin.

## *Notre infolettre* **RESTE INFORMÉ**

Pour ne rien manquer du monde végétal, ça prend des contacts. Ils sont aussi essentiels pour recevoir nos offres Silk exclusives en primeur.

Entrez votre courriel

[Souscrire](#)

[TERMES ET CONDITIONS](#)

[POLITIQUE DE CONFIDENTIALITÉ](#)

[BLOGUE](#)

[FAQ](#)

[GARDONS CONTACT](#)

[RAPPEL DE PRODUITS – FAQ](#)

[ENGLISH](#)

## CONTACT US - ALL OTHER QUERIES

We'd love to hear from you. Any and all feedback is welcome, so here's how to do it:

### LOOKING FOR SOMETHING?

Be sure to check out our **FAQs** to see if your question has already been answered.

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### MAIL AND PHONE

We'd love to hear from you. Here's how you can get in touch with us: 1-866-233-5410.

For all consumer questions or feedback:

100 Rue de Lauzon  
Boucherville, Québec,  
J4B 1E6

Hours of Operation: Monday-Sunday, 8 AM to 8 PM (Eastern Time) for any questions related to the recall of certain Silk and Great Value refrigerated beverage products. For any other questions, our regular call center is open Monday-Friday, from 9 AM to 6 PM (Eastern Time), excluding holidays.

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### CONTACT FORM - ALL OTHER QUERIES

\* This form is for all queries that are not related to the Silk Canada and Great Value product recall. For any queries related to the Silk Canada and Great Value product recall, please fill out the designated form in the Section "SILK CANADA AND GREAT VALUE RECALL PRODUCT REFUND REQUEST FORM" above.

Go ahead and use our electronic form for an easy route to a response. Just make sure to fill out all fields and give us up to 72 hours to get back to you.

We want to know what you think. We welcome your comments and questions about our products, web site, promotions, and our company.

Please fill in the required fields on the form below and send us a message.

**I AM 18 YEARS OF AGE OR OLDER\* (CLICK HERE TO COMPLETE FORM)**

This website is intended for use by adults 18 and over only. Please confirm that you are 18 years of age or older to fill out the contact form.

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### OUR COMMITMENT TO ACCESSIBILITY

We are committed to creating an environment that is equally accessible to all members of the community. As part of this commitment, we strive to facilitate the accommodation of individuals with disabilities so that all may share the same level of access to its website content.



If you are vision-impaired or have some other impairment covered by applicable accessibility legislation, and you wish to discuss potential accommodations related to using this website, please fill out the contact form on this page or call us at 1-866-233-5410 for assistance. If you are having problems accessing careers information, or if you need assistance completing the application process, you may call (450) 655-7331 for information or contact Human Resources directly at [reception.boucherville@danone.com](mailto:reception.boucherville@danone.com)

Please Note: This contact information is provided only to facilitate accommodation requests, and any other use is restricted.

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## TELECOMMUNICATIONS RELAY SERVICES (TRS)

We accept calls made via Telecommunications Relay Service (TRS). This type of service allows for two-way communications for those with hearing or speech disabilities.

# CONTACT US – 2024 SILK CANADA AND GREAT VALUE PRODUCT RECALL

For any questions related to the recall of certain Silk and Great Value refrigerated beverage products:

### LOOKING FOR SOMETHING?

Be sure to check out our [Product Recall – Latest Updates](#) webpage to see if your question has already been answered.

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### MAIL AND PHONE

100 Rue de Lauzon  
Boucherville, Québec,  
J4B 1E6

1-866-233-5410.

Hours of Operation: Monday-Sunday, 8 AM to 8 PM (Eastern Time) for any questions related to the recall of certain Silk and Great Value refrigerated beverage products.

### SILK CANADA AND GREAT VALUE RECALL PRODUCT REFUND REQUEST FORM

To request a refund or replacement coupons in relation with the Silk Canada and Great Value product recall, please fill in the required fields on the following form. You will be required to provide some personal information, such as your mailing address. Your personal information will be used to process your recall request. For more information, review our Privacy Policy here: [Privacy Policy \(danone.ca\)](#).

#### I AM 18 YEARS OF AGE OR OLDER\* (CLICK HERE TO COMPLETE FORM)

This website is intended for use by adults 18 and over only. Please confirm that you are 18 years of age or older to fill out the contact form.

#### HOW MANY IMPACTED PRODUCTS DID YOU PURCHASE?\*

\* You can view the complete list of products impacted by the Silk Canada product recall [here](#)

If you have that information, please attach in the designated field below a picture of your product showing the 4-digit product code (7825), as well as the best-before-date (starting with BB/MA), which you can find at the very top of the carton, and your purchase receipt(s).

**DRAG & DROP FILES HERE**

or

[Browse Files](#)

0 of 10

Attach documents up to 2mb in size. Accepted file formats : .jpeg, .jpg, .png.

**IF YOU DON'T HAVE THE INFORMATION REQUESTED ABOVE, PLEASE PROVIDE THE FOLLOWING INFORMATION:**

Product Name & Flavor

Select...

Quantity

▼

Date Purchased

mm/DD/aaa

Store Name and Location

[ADD ANOTHER PRODUCT](#)

**PLEASE PROVIDE YOUR FULL NAME AND MAILING ADDRESS WHERE WE SHOULD MAIL THE REFUND OR PRODUCT REPLACEMENT COUPON. PLEASE ALLOW 6-8 WEEKS.**

First Name\*

Last Name\*

Street Address and Unit\*

City\*

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Postal Code\*

Phone Number\*

Email\*

**IS THERE ANYTHING ELSE YOU WANT TO TELL US ABOUT THE RECALL?**

#### PLEASE CHOOSE THE PREFERRED METHOD

- I request a cheque reimbursement (Monetary value of affected products purchased)
- I request a product replacement in the form of coupons\* (One coupon per affected product purchased – Each coupon valued at \$6.50 CAD)

\* Coupon Terms and Conditions: Each coupon is valid on the purchase of one (1) Silk beverage (6 x 236 mL, 890 mL, 940 mL, 946 mL, 1.74L, 1.75L and 1.89L formats) in Canada. Any other use constitutes fraud. Coupon is non-transferable and has no cash value. GST/PST/HST are included in the face value of this coupon, where applicable. Void if sold, transferred, reproduced or where prohibited by law. Cannot be combined with any other offer.

- We would like to stay in touch. May we contact you in the future about our products or services?
- I agree with the [Terms & Privacy Policy](#).

[Send Message](#)

[TERMS & CONDITIONS](#)

[PRIVACY POLICY](#)

[BLOG](#)

[FAQ](#)

[CONTACT US](#)

[PRODUCT RECALL Q&A](#)

[FRANÇAIS](#)

# NOUS JOINDRE – POUR TOUTES AUTRES DEMANDES

Tous vos messages sont importants pour nous. Vos commentaires, questions, idées merci de nous les soumettre :

## VOUS CHERCHEZ QUELQUE CHOSE ?

Vérifiez notre **FAQ**... qui contient peut-être déjà réponse à votre question.

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## ADRESSE ET TÉLÉPHONE

1-866-233-5410.

Voici comment nous rejoindre, de la façon la plus traditionnelle :

100 Rue de Lauzon  
Boucherville, Québec,  
J4B 1E6

**Heures d'ouverture:** lundi-dimanche, 8 h à 20 h (heure de l'Est) pour toute question en lien avec le rappel de certains produits de boissons Silk et Great Value réfrigérées. Pour toute autre question, notre centre d'appel régulier est ouvert du lundi-vendredi, de 9 h à 18 h (heure de l'Est), à l'exclusion des jours fériés.

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## FICHE DE COMMUNICATION – POUR TOUTES AUTRES DEMANDES

\*Ce formulaire est pour toutes les demandes qui ne sont pas en lien avec le rappel de produits Silk Canada et Great Value. Pour les demandes en lien avec le rappel de produits Silk Canada et Great Value, nous vous prions de remplir le formulaire désigné à cette fin dans la section « Formulaire de demande de remboursement en lien avec le rappel de produits Silk Canada et Great Value » ci-haut.

Aux adeptes technologiques, nous offrons une méthode plus directe. Assurez-vous de remplir tous les champs requis et accordez-nous jusqu'à 72 heures pour communiquer avec vous.

Veuillez remplir tous les champs requis dans cette fiche avant de nous la soumettre.

**J'AI 18 ANS OU PLUS.\***

\*Ce site s'adresse aux adultes de 18 ans et plus seulement. (cliquez ici pour remplir le formulaire)

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## NOTRE ENGAGEMENT EN MATIÈRE D'ACCESSIBILITÉ

Nous nous engageons à créer un environnement accessible à tous les membres de la communauté. Dans le cadre de cet engagement, nous nous efforçons de faciliter l'accompagnement des personnes avec un handicap afin que tous puissent bénéficier du même niveau d'accès au contenu de notre site web.

Si vous êtes malvoyant ou si vous souffrez d'une autre déficience couverte par la législation applicable en matière d'accessibilité ou une loi similaire, et que vous souhaitez discuter des aménagements possibles liés à l'utilisation de ce site web, veuillez remplir le formulaire de contact sur cette page ou nous appeler au 1-866-233-5410 pour obtenir de l'aide. Si vous avez des difficultés à accéder aux informations concernant les carrières ou si vous avez besoin d'aide pour compléter le processus de candidature, vous pouvez appeler le (450) 655-7331 pour obtenir des informations ou contacter directement les Ressources Humaines à l'adresse [reception.boucherville@danone.com](mailto:reception.boucherville@danone.com).

Remarque : ces coordonnées ne sont fournies que pour faciliter les demandes d'accommodement et toute autre utilisation est interdite.

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## **SERVICES DE RELAIS DE TÉLÉCOMMUNICATIONS (SRT)**

Nous acceptons les appels passés par l'intermédiaire du Service de relais de télécommunications (SRT). Ce type de service permet aux personnes souffrant de troubles de l'audition ou de la parole de communiquer de manière bidirectionnelle.

# **NOUS JOINDRE – RAPPEL DE PRODUITS SILK CANADA ET GREAT VALUE DE 2024**

Pour toutes questions en lien avec le rappel de certains produits de boissons réfrigérées Silk et Great Value:

### **VOUS CHERCHEZ QUELQUE CHOSE ?**

Vérifiez notre page « **Rappel de produits – Dernières mises à jour** » qui contient peut-être déjà la réponse à votre question.

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### **ADRESSE ET TÉLÉPHONE**

100 Rue de Lauzon  
Boucherville, Québec,  
J4B 1E6

1-866-233-5410.

**Heures d'ouverture:** lundi-dimanche, 8 h à 20 h (heure de l'Est) pour toute question en lien avec le rappel de certains produits de boissons Silk et Great Value réfrigérées.

### **FORMULAIRE DE DEMANDE DE REMBOURSEMENT EN LIEN AVEC LE RAPPEL DE PRODUITS SILK CANADA ET GREAT VALUE**

Pour demander un remboursement ou remplacement sous forme de coupons en lien avec le rappel de certains produits Silk Canada et Great Value, nous vous prions de remplir les champs requis dans le formulaire ci-bas. Il vous sera demandé de fournir certaines informations personnelles, telles que votre adresse postale. Vos informations personnelles seront utilisées afin de traiter votre demande en lien avec le rappel. Pour plus d'informations, nous vous invitons à consulter notre Politique en matière de protection des renseignements personnels disponible à l'adresse : [Privacy Policy \(danone.ca\)](#).

**J'AI 18 ANS OU PLUS.\***

\*Ce site s'adresse aux adultes de 18 ans et plus seulement. (cliquez ici pour remplir le formulaire)

**COMBIEN DE PRODUITS AFFECTÉS AVEZ-VOUS ACHETÉ? \***

\*\* Vous pouvez consulter la liste complète de produits affectés par le rappel de produits Silk Canada et Great Value [ici](#)

Si vous avez cette information, veuillez svp joindre dans le champs désigné ci-bas une photo de votre produit montrant le code du produit à 4 chiffres (7825), ainsi que la date d'expiration (commençant par BB/MA) que vous trouverez en haut du carton, et une image de votre/vos reçu(s) d'achat.

**GLISSEZ ET DÉPOSEZ LES FICHIERS ICI**

ou

[Parcourir les fichiers](#)

0 of 10

Veuillez attacher les documents demandés avec une taille maximale de 2mb. Les formats acceptés sont : jpeg, jpg, .png.

**SI VOUS N'AVEZ PAS LES INFORMATIONS DEMANDÉES PLUS HAUT,  
VEUILLEZ SVP FOURNIR LES INFORMATIONS SUIVANTES :**

Nom du produit et saveur

Quantité

Date d'achat

Nom et adresse du magasin

[AJOUTER UN PRODUIT](#)**VEUILLEZ FOURNIR VOTRE NOM COMPLET ET VOTRE ADRESSE POSTALE  
À LAQUELLE NOUS POUVONS POSTER VOTRE REMBOURSEMENT OU UN  
COUPON DE REMPLACEMENT DE PRODUIT. VUEILLEZ PRÉVOIR UN DÉLAI  
DE 6-8 SEMAINES.**



|                      |                   |              |
|----------------------|-------------------|--------------|
| Ville*               | ---               | Code Postal* |
| Numéro de téléphone* | Adresse Courriel* |              |

#### Y A-T-IL AUTRE CHOSE QUE VOUS SOUHAITEZ NOUS PARTAGER EN LIEN AVEC LE RAPPEL ?

Y a-t-il autre chose que vous souhaitez nous partager en lien avec le rappel ?

#### VEUILLEZ SÉLECTIONNER VOTRE MÉTHODE DE CHOIX

- Je souhaite obtenir un remboursement par chèque. (Valeur monétaire des produits affectés achetés)
- Je souhaite obtenir un remplacement de produit sous la forme de coupons. (Un coupon par produit affecté acheté - Chaque coupon a une valeur de 6,50\$ CAD)

\*Termes et conditions du coupon : Chaque coupon est valide seulement à l'achat d'un (1) breuvage Silk (formats de 6 x 236 mL, 890 mL, 940 mL, 946 mL, 1,74 L, 1,75L et 1,89L) au Canada. Toute autre utilisation du coupon est frauduleuse. Non transférable et non monnayable. Les TPS/TVQ/TVH sont incluses dans la valeur du coupon. Non valable si vendu, transféré, reproduit ou lorsque stipulé par la loi. Ne peut être cumulé ou jumelé avec une autre offre.

- Nous aimerais rester en contact. Acceptez-vous de recevoir des communications au sujet de nos produits et nos services?
- En cochant cette case, vous acceptez les **termes et conditions** et la **politique de confidentialité** de Danone Canada.

## SCHEDULE "D"

### OPT-OUT FORM

(*Romano v. Danone Inc. et al.*, S.C.M. no. 500-06-001321-245)

This is **NOT** a Claim Form. If you are a person in Canada who purchased or ingested the Silk Products or Great Value Products subject to the Recall or their successor, assign, family member, or dependant, completing this Opt-Out Form **will exclude you** from participating in the settlement outlined in the Settlement Agreement dated **[Date of Execution]** (the "Canadian Settlement").<sup>1</sup>

This Opt-Out Form must be completed, signed and submitted to the Claims Administrator, Class Counsel or to the clerk of the Superior Court of Quebec by no later than **[Opt-Out Deadline]** to be a valid opt-out of the Class Action and the Canadian Settlement.

**SECTION 1 – CLASS MEMBER INFORMATION** – Please provide the following information about yourself or, if you are filing this Opt-Out Form as the legal representative of a Class Member, please provide the following information about the Class Member.

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_

Postal Code \_\_\_\_\_

Telephone \_\_\_\_\_ Telephone (Alternate) \_\_\_\_\_

Email \_\_\_\_\_

Date of Death (if applicable) \_\_\_\_\_  
DD/MM/YYYY

If you are filing this Opt-Out Form as the legal representative of a Class Member, please attach a copy of a court order or other official document(s) demonstrating that you are the duly authorized legal representative of the Class Member and check the box below describing the Class Member's status:

\_\_\_\_\_ minor (court order appointing guardian or property or custody order, if any, or sworn affidavit of the person with custody of the minor);

<sup>1</sup> Unless otherwise indicated, capitalized terms have the meanings set out in the Settlement Agreement.

- \_\_\_\_\_ a mentally incapable person (copy of a continuing power of attorney for property, or a Certificate of statutory guardianship);
- \_\_\_\_\_ the estate of a deceased person (Letters Probate, Letters of Administration or Certificate of Appointment as Estate Trustee).

**SECTION 2 – IDENTIFICATION OF SYMPTOMS (OPTIONAL). YOU MAY SELECT ONLY ONE OPTION:**

After consumption of a recalled product and no more than 70 days after consumption of that Recalled Product, I or an individual I am a litigation guardian or estate trustee, for:

- Developed No Symptoms**
- Developed Mild Symptoms** – including fever, cramps, diarrhea, constipation, muscle aches, headache, neck stiffness, confusion, loss of balance, or a miscarriage, **but I did not experience severe complications** (such as secondary infection affecting the central nervous system [i.e., meningoencephalitis or cerebritis, rhombencephalitis, brain abscess, and/or septic shock], and/or focal infections [i.e., oculoglandular syndrome, lymphadenitis, pneumonia, empyema, myocarditis, endocarditis, septic arthritis, osteomyelitis, infection of a prosthetic joint, arteritis, infection of a prosthetic graft, spinal or brain abscess, cholecystitis, acute hepatitis or peritonitis]) or caused permanent symptoms or stillbirth) **or permanent symptoms.**
- Developed Severe Symptoms** – including fever, cramps, diarrhea, constipation, muscle aches, headache, neck stiffness, confusion, loss of balance, miscarriage and **I was hospitalized, and experienced severe complications** (such as secondary infection affecting the central nervous system [i.e., meningoencephalitis or cerebritis, rhombencephalitis, brain abscess, and/or septic shock], and/or focal infections [i.e., oculoglandular syndrome, lymphadenitis, pneumonia, empyema, myocarditis, endocarditis, septic arthritis, osteomyelitis, infection of a prosthetic joint, arteritis, infection of a prosthetic graft, spinal or brain abscess, cholecystitis, acute hepatitis or peritonitis]) or caused permanent symptoms or stillbirth) **or permanent symptoms.**
- Deceased.**

**SECTION 3 – REASON FOR OPT-OUT (OPTIONAL)** – You may give your reason(s) for excluding yourself from the Class Action and the Canadian Settlement:

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**SECTION 4 – SIGNATURE**

Date \_\_\_\_\_  
DD/MM/YYYY

Name of Class Member \_\_\_\_\_

Signature of Class Member \_\_\_\_\_

Name of Legal Representative (if applicable) \_\_\_\_\_

Signature of Legal Representative (if applicable) \_\_\_\_\_

To validly opt-out of the Class Action and the Canadian Settlement, this Opt-Out Form must be completed, signed and submitted to the Claims Administrator, Class Counsel (via email: [jzukran@lpclex.com](mailto:jzukran@lpclex.com)) or to the clerk of the Superior Court of Quebec at the address listed below, by no later than **[Opt-Out Deadline]** at:

|  |   |
|--|---|
| <b>[Insert Claims Administrator contact information]</b> | <b>Clerk of the Superior Court of Quebec</b><br>(S.C.M. no. 500-06-001321-245)<br>1 Notre-Dame Street East<br>Montreal, Quebec, H2Y 1B6 |
|--|---|

## SCHEDULE "E"

### PRE-APPROVAL NOTICE (LONG-FORM)

#### NOTICE OF AUTHORIZATION OF A CLASS ACTION AND OF THE PROPOSED CANADIAN SETTLEMENT OF THE SILK AND GREAT VALUE PLANT-BASED PRODUCTS LITIGATION

A Canada-wide settlement has been reached in a class action relating to Silk Products and Great Value Products (the “**Canadian Settlement**”). On July 18, 2024, an Application to Authorize the Bringing of a Class Action was filed in the judicial district of Montreal, in the case *Romano v. Danone Inc. et al.*, Court File No. 500-06-001321-245 (the “**Quebec Proceeding**” or the “**Class Action**”). The Class Action was authorized by the Superior Court of Quebec for settlement purposes on [Date] against Danone Inc. (“**Danone Canada**”), Wal-Mart Canada Corp., Joriki Inc. and Intact Insurance Company (the “**Defendants**”).

The Class Action raised various allegations against the Defendants and sought damages on behalf of residents of Canada for symptoms and health issues allegedly related to the purchase and/or ingestion of Silk Products and Great Value Products and for the alleged negligent management of the Recall initiated on July 8, 2024. The Defendants deny the allegations made in the Class Action, make no admission as to the truth of these allegations, and deny any wrongdoing.

This Notice advises you of the hearing that will be held to decide whether the Settlement Agreement should be approved. You may attend the Settlement Approval Hearing, but are not required to do so. You may review the relevant documents related to the Class Action, including the Canadian Settlement Agreement at the settlement website: [LINK].

On July 22, 2024, – i.e. after the Quebec Proceeding was filed – a similar class action proceeding was commenced in the Supreme Court of British Columbia by plaintiffs Brandon Gabriel and Melinda Bige, in Court File No. VLC-S-S-244861, against Danone Canada and Wal-Mart Canada Corp. (the “**BC Proceeding**”). The BC Proceeding is contested by Danone Canada and Wal-Mart Canada Corp., has not been certified and no settlement has been reached.

#### WHO IS INCLUDED IN THE CLASS ACTION?

The class authorized by the Court is the following (the “**Class**”):

*All persons in Canada who purchased or ingested the Silk Products of Great Value Products subject to the Recall initiated by Danone Canada on July 8, 2024, including those who have suffered any Personal Injury as a result thereof, and their successors, assigns, family members, and dependants.*

Under the Settlement Agreement, “Personal Injury” means any physical and/or psychological harm.

## WHAT IS THE PROPOSED SETTLEMENT?

The Canadian Settlement provides for the payment of \$6,500,000.00 CAD into a Settlement Fund, which will be used to pay compensation for Approved Claims, Provincial Health Insurer Claims, Class Counsel Fees and Disbursements, Administration Expenses, and any applicable taxes, interest and costs. Class Counsel will seek Court approval of its fees in the amount of 30% of the Settlement Fund (\$1,950,000.00 CAD plus taxes) and their disbursements. The Canadian Settlement is not contingent on the approval of Class Counsel Fees and Disbursements.

Additionally, under the Canadian Settlement, Class Members will be entitled to benefit from the Voluntary Refund Program implemented by Danone Canada for Silk Products and Great Value Products, which Danone Canada undertakes to maintain in place until the last day of the Claim Period.

The Canadian Settlement also provides that the parties will seek an order from the Supreme Court of British Columbia dismissing, striking, permanently staying or approving the discontinuance of the BC Proceeding, which the Canadian Settlement is contingent upon.

If the Court approves the Canadian Settlement, payments to approved Claimants will be made to Class Members who meet the criteria described below within the specified timeframes. Net settlement proceeds will be allocated among the Approved Claims based on the category of Illnesses they belong to described in the Compensation Grid (Schedule A to the Settlement, available at: [\[Settlement Website\]](#)).

If you are a member of the Class as described above, you may be eligible for compensation if, on or before the expiry of the Claim Period, which will be posted on the Settlement Website, you submit a Claim Package to the Claims Administrator with related medical, pharmaceutical, and other records, if applicable. You (or your legal or estate representative) or a Family Claimant must satisfy the Claims Administrator that:

- (a) the Claim relates to a Primary Claimant who has ingested a Product in Canada;
- (b) the Primary Claimant experienced an Illness;
- (c) the Primary Claimant ingested a Product contemporaneous with their Illness, as required in the Compensation Grid; and
- (d) the Primary Claimant did not already receive compensation from Danone Canada for having experienced an Illness following the ingestion of a Product.

Supporting documentation to establish the ingestion of a Product and the experience of an Illness necessary for compensation eligibility is outlined in the Compensation Grid.

To be eligible for compensation as a family member of a Primary Claimant, evidence must be provided of the relationship. A comprehensive list of eligible **Family Claimants** is located at [Settlement Website].

The Claims Administrator is responsible for determining the eligibility of Claimants pursuant to the conditions provided in the Settlement Agreement and for calculating each proposed Compensatory Payment to be made to Claimants with Approved Claims based on the category of Illnesses they belong to described in the Compensation Grid, subject to the *pro rata* increase or reduction outlined in Section 4.7 of the Canadian Settlement.

## OPTING-OUT

If you are a member of the Class and wish to participate in the Canadian Settlement, **no action is required at this time**.

If you are a member of the Class and do **not** wish to participate in the Canadian Settlement, then you must opt-out of this Class Action by [date]. The Opt-Out Form is available at [Settlement Website], and must be sent to either Class Counsel (via email to [jzukran@lpplex.com](mailto:jzukran@lpplex.com)), the Claims Administrator (contact information below), or by postal mail to the Clerk of the Superior Court of Quebec, District of Montréal, at 1 Notre-Dame Street East, Montreal, Quebec, H2Y 1B6.

Members of the Class who do not opt-out shall be deemed to have elected to participate in the Class Action and will be bound by the Canadian Settlement and the releases in it and will be entitled to share in any of the benefits that may become available to them as Class Members, provided that they proceed within the timeframes provided for in the Canadian Settlement to make their claims. No further right to opt-out of the Class Action will be provided in the future.

Class Members who opt-out will **not** be bound by the Canadian Settlement or the releases in the Canadian Settlement, but will also **not be entitled to share in the distribution of any funds** that may become available to Class Members as a result of the Settlement.

If you opt out from the Canadian Settlement, you may be eligible to participate in the BC Proceeding, provided that the BC Proceeding is not dismissed, struck, permanently stayed or discontinued. If you do not opt out of the Canadian Settlement and it is not terminated, the Defendants will argue to the Supreme Court of British Columbia that you are bound to the Canadian Settlement and not eligible to participate in the BC Proceeding.

## **SETTLEMENT APPROVAL HEARING**

In order for the Canadian Settlement to become effective:

- (a) it must be approved by the Superior Court of Quebec, which must be satisfied that the Canadian Settlement is fair, reasonable, and in the best interest of the Class Members. The Settlement Approval Hearing is scheduled for **January 26, 2026, at 9:30 a.m.**, in room 2.08 of the Montreal Courthouse (and virtually via a TEAMS link that will be posted on the Settlement Website; and
- (b) the BC Proceeding must be dismissed, struck or permanently stayed by the Supreme Court of British Columbia, or discontinued.

No further notice shall be published if the Settlement Approval Hearing is adjourned, other than the information to be posted on the Settlement Website: **[LINK]**.

If the Canadian Settlement is not approved by the Court, the Settlement shall terminate, and its terms shall no longer be binding on Class Members. In that case, all parties shall be restored to their pre-Settlement positions.

## **OBJECTING TO OR COMMENTING ON THE PROPOSED SETTLEMENT**

If you wish to object to or comment on the proposed Canadian Settlement, including any of its terms and conditions, you must submit your written objection or comment to Class Counsel or the Claims Administrator by **[OBJECTION DEADLINE]**. Your objection or comment will be filed in the Court record and must include the information below:

- (a) Your full name, current mailing address, telephone number, and email address;
- (b) A brief statement of your reasons for the objection or your comment;
- (c) A declaration that you believe you are a member of the Class and the reason for that belief; and
- (d) A statement about whether you intend to appear at the Settlement Approval Hearing and, if so, if you intend to appear by counsel and, if by counsel, the name and contact information of your legal counsel.

As a Class Member, you have the right to intervene in the present Class Action, in the manner provided for by law. No Class Member other than the representative plaintiff or an intervenor may be required to pay legal costs arising from the Class Action.

## **NOTICE OF SETTLEMENT APPROVAL**

If the Court approves the proposed Canadian Settlement, a subsequent notice of approval will be published containing important deadlines for Class Members to submit their claims for compensation. Please monitor the Settlement Website for updates.

**THE LAWYERS REPRESENTING THE CLASS ARE:**

**LPC Avocats**

Mtre Joey Zukran / Mtre Léa Bruyère  
276 Saint-Jacques Street, Suite 801  
Montréal, Québec, H2Y 1N3  
(514) 379-1572  
[jzukran@lpclx.com](mailto:jzukran@lpclx.com) / [lbruyere@lpclx.com](mailto:lbruyere@lpclx.com)

**THE COURT-APPOINTED CLAIMS ADMINISTRATOR IS:**

**CLAIMS ADMINISTRATOR CONTACT]**

Settlement Website: **[insert]**

For more information on the status of the Settlement Approval Hearing or on how to opt out of, comment on, or object to the Canadian Settlement, or to view the Settlement Agreement or the Quebec Proceeding, visit **[LINK]** which will be periodically updated with information on the settlement approval process and the Quebec Proceeding.

You should consult the Settlement Agreement at the settlement website **[LINK]** or contact Class Counsel or **[CLAIMS ADMINISTRATOR]** by phone or email for specific details as to your rights and obligations under the Settlement Agreement.

The publication of this notice to Class Members has been approved and ordered by the Superior Court of Quebec.

## Pre-Approval Notice – Short-form

# Silk and Great Value Beverages Canadian Class Action

A Canada-wide settlement has been reached in a class action relating to Silk Canada Products and Great Value Products (the “**Canadian Settlement**”). On [DATE], the Superior Court of Quebec authorized the class action (S.C.M. no 500-06-001321-245) for settlement purposes on behalf of all persons in Canada who purchased or ingested the Silk Canada Products or Great Value Products subject to the Recall initiated by Danone Canada on July 8, 2024, including those who have suffered any physical and/or psychological harm as a result thereof, and their successors, assigns, family members, and dependants.

The Plaintiff and the Defendants, Danone Inc. (“**Danone Canada**”), Wal-Mart Canada Corp., and Intact Insurance Company (collectively, the “**Settling Defendants**”), will be asking the Court to approve the Canadian Settlement.

If approved by the Superior Court of Quebec, the Settling Defendants will distribute **\$6.5 million** to Class Members, after deducting class counsel’s fees and all settlement expenses.

To find out if you are a member of the Class and how to exercise your rights, please read the long-form notice available by scanning the QR code below.

### Class Members’ Options

If you agree with the Settlement, you have nothing to do for now. If you wish to:

- **Opt-Out** of the Class, or **Object** to or **comment** on the Settlement, the deadline to do so is **[DATE], 2025**.
- **Attend the hearing**, it will take place on **January 26, 2025, at 9:30 a.m.**, in room 2.08 of the Montreal Courthouse (1 Notre-Dame E., Montreal, QC, H2Y 1B6) and by Teams.

This notice is a summary. A detailed notice, as well as the Settlement Agreement and other documents related to this lawsuit, can be found online at the Settlement Website (**LINK**). For more information, you may call or write to Class Counsel: Mtre Joey Zukran ([jzukran@lpplex.com](mailto:jzukran@lpplex.com)), (514) 379-1572.



**SCHEDULE “F”**

**SETTLEMENT APPROVAL NOTICE (LONG-FORM)**

**NOTICE OF SETTLEMENT APPROVAL: SILK AND GREAT VALUE PLANT-BASED PRODUCTS LITIGATION (*Romano v. Danone Inc.*, file no. 500-06-001321-245)**

The parties have negotiated a settlement of the class action (the “**Settlement Agreement**”), which was approved by the Superior Court of Quebec on [DATE], and therefore determined to be fair, reasonable and in the best interest of Class members.

**WHO IS INCLUDED?**

The Settlement applies to the following Class Members:

All persons in Canada who purchased or ingested the Silk Products of Great Value Products subject to the Recall initiated by Danone Canada on July 8, 2024, including those who have suffered any Personal Injury as a result thereof, and their successors, assigns, family members, and dependants (the “**Class**”).

Under the Settlement Agreement, “Personal Injury” means any physical and/or psychological harm.

**SUMMARY OF THE SETTLEMENT**

The Settlement provides for the payment of \$6,500,000.00 (CAD) which will be used to pay compensation for Approved Claims, Provincial Health Insurer Claims, Administration Expenses, Class Counsel Fees (30% of the Settlement Amount, i.e. \$1,950,000 CAD plus taxes) and Disbursements and any applicable taxes, interest and costs. Payments to approved Claimants will be made to Class Members who meet the criteria described below within the specified timeframes.

Additionally, under the Settlement Agreement, Class Members will be entitled to benefit from the Voluntary Refund Program implemented by Danone Canada for Silk Products and Great Value Products, which Danone Canada undertakes to maintain in place until [LAST DAY OF CLAIM PERIOD].

The Defendants deny all allegations and deny any wrongdoing or liability. The Court has not taken any position on the merits of the arguments of either the Plaintiff or the Defendants.

**MAKING A CLAIM - ACT NOW!**

To make a claim under the Settlement Agreement, you must complete and submit a Claim Package, including a completed Claim Form with the necessary supporting evidence detailed in the Compensation Grid to the Claims Administrator on or before [LAST DAY OF CLAIM PERIOD]. The Claim Form is available on the Settlement Website:

Class Members who satisfy the eligibility criteria set out in Section 4.4 of the Settlement Agreement may be entitled to benefits that will be calculated based on the category of Illnesses they belong to described in the Compensation Grid.

Until all claims have been adjudicated, it will not be possible to determine the exact value of the compensation that may be paid to eligible Claimants.

If you are a Class Member as defined above, you may be eligible for compensation if, you submit a Claim Package to the Claims Administrator with related medical, pharmaceutical, and other records, if applicable. You (or your legal or estate representative) or a Family Claimant must satisfy the Claims Administrator that:

- (a) the Claim relates to a Primary Claimant who has ingested a Product in Canada;
- (b) the Primary Claimant experienced an Illness;
- (c) the Primary Claimant ingested a Product contemporaneous with their Illness, as required in the Compensation Grid; and
- (d) the Primary Claimant did not already receive compensation from Danone Canada for having experienced an Illness following the ingestion of a Product.

Supporting documentation to establish the ingestion of a Product and the experience of an Illness necessary for compensation eligibility is outlined in the Compensation Grid.

To be eligible for compensation as a family member of a Primary Claimant, evidence must be provided of the requisite relationship. A comprehensive list of eligible **Family Claimants** is located at [\[Claims Administration website\]](#).

The Claims Administrator is responsible for determining the eligibility of Claimants pursuant to the conditions provided in the Settlement Agreement and for calculating each proposed Compensatory Payment to be made to Claimants with Approved Claims based on the category of Illnesses they belong to described in the Compensation Grid, subject to the *pro rata* increase or reduction outlined in Section 4.7 of the Settlement Agreement.

If you do NOT submit your claim on time, you will not be eligible for any benefits under the Settlement Agreement. For further details on how claims will be evaluated, you should refer to the Compensation Grid as described in the Settlement Agreement, available at [\[LINK\]](#).

## **FOR MORE INFORMATION**

For more information or to obtain copies of the Settlement Agreement, Compensation Grid or other related documents, in English or French, please visit the Settlement Website at **[LINK]**, or contact the **Claims Administrator**:

### **CLAIMS ADMINISTRATOR:**

**[CONTACT INFORMATION FOR CLAIMS ADMINISTRATOR]**, including website, email and phone number]

### **CLASS COUNSEL:**

#### **LPC Avocats**

Mtre Joey Zukran / Mtre Léa Bruyère  
276 Saint-Jacques Street, Suite 801  
Montréal, Québec, H2Y 1N3  
Email: [izukran@lpclx.com](mailto:izukran@lpclx.com) / [lbruyere@lpclx.com](mailto:lbruyere@lpclx.com)

This Notice is a summary of the Settlement Agreement. Please consult the Settlement Agreement for specific details as to your rights and obligations thereunder.

This Notice has been approved by the Superior Court of Quebec.

## SCHEDULE "G"

### ORDER ON THE APPLICATION FOR AUTHORIZATION FOR SETTLEMENT PURPOSES AND APPROVAL OF PRE-APPROVAL NOTICE

**GRANTS** the present application;

**DECLARES** that for the purposes of the judgment to be rendered, the definitions in the Settlement Agreement (**Exhibit R-1**) be applied and integrated therein;

**AUTHORIZES** the Plaintiff, to amend the Quebec Proceeding to add Intact as named defendant;

**AUTHORIZES** the bringing of a class action against the Defendants Danone Inc., Wal-Mart Canada Corp., Joriki Inc., and Intact Compagnie d'assurance, for settlement purposes only on behalf of the following modified Class:

"All persons in Canada who purchased or ingested the Silk Products or Great Value Products subject to the Recall initiated by Danone Canada on July 8, 2024, including those who have suffered any Personal Injury as a result thereof, and their successors, assigns, family members, and dependants.";

**APPOINTS** Joyce Romano the status of Representative Plaintiff for settlement purposes only;

**IDENTIFIES** for the purposes of settlement only, the common question to be dealt with collectively as follows:

"Did Joriki inc, Danone inc. and Wal-Mart Canada Corp. commit a fault in relation to the Recall of July 8, 2024 and, if so, are Class members entitled to compensation?"

**APPOINTS** Concilia Services Inc. as Claims Administrator for the purposes of accomplishing the tasks that devolve to it pursuant to the Settlement Agreement;

**APPROVES** the form and content of the Pre-Approval Notice to Class Members in its French and English versions (Schedule "E" to the Settlement Agreement) and the Notice Plan provided for at Schedule "K" of the Settlement Agreement filed as **Exhibit R-1**;

**APPROVES** the form and content of the Opt-Out Form, in French and in English, substantially in conformity with Schedule "D" to the Settlement Agreement;

**ORDERS** that Concilia Services Inc. shall maintain confidentiality over and shall not share the information provided to it pursuant to this judgment with any other person, unless doing so is strictly necessary for executing the Notice Plan and/or facilitating the distribution process in accordance with the judgment to be rendered;

**ORDERS** that Concilia Services Inc. shall use the information provided to it pursuant to this judgment for the sole purpose of executing the Notice Plan and facilitating the distribution process in accordance with said judgment, and for no other purpose;

**ORDERS** Concilia Services Inc. to disseminate the Pre-Approval Notice pursuant to the Notice Plan within ten (10) days of this judgment;

Pre-Approval Notice, within thirty (30) days after the date on which the Pre-Approval Notice is first published;

**DECLARES** that the Class Members who wish to object to Court approval of the Settlement Agreement must do so in the manner provided for in the Pre-Approval Notice, within thirty (30) days after the date on which the Pre-Approval Notice is first published;

**DECLARES** that all Class Members that have not opted out are bound by any judgment to be rendered on the Class Action in the manner provided for by the law;

**DECLARES** that in the event that the Settlement Agreement is terminated in accordance with Section 6 of the Settlement Agreement, that this judgment shall be declared null and of no effect;

**SCHEDULES** the hearing date for approval of the Settlement Agreement filed as Exhibit R-1 on •, 2025, at • a.m., in room 2.08 of the Montreal Courthouse;

**ORDERS** that the date and time of the settlement approval hearing shall be set forth in the Pre-Approval Notice, but may be adjourned by the Court without further notice to the Class Members, other than such notice as may be posted on Class Counsel's website [www.ipclex.com/silk/](http://www.ipclex.com/silk/);

**THE WHOLE**, without legal costs.

**SCHEDULE "H"**  
**SETTLEMENT APPROVAL ORDER**

**GRANTS** the present Application;

**ORDERS** that, except as otherwise specified in, or as modified by this judgment, capitalized terms used herein shall have the meaning ascribed in the Settlement Agreement;

**DECLARES** that the Settlement Agreement (including its Preamble and its Schedules):

- a) is valid, fair, reasonable and in the best interest of the Class Members;
- b) is hereby approved pursuant to article 590 of the Code of Civil Procedure; and
- c) shall be implemented in accordance with all of its terms;

**APPROVES** the Settlement Agreement, and orders the parties to respect its terms;

**DECLARES** that the Settlement Agreement constitutes a transaction within the meaning of articles 2631 and following of the Civil Code of Quebec and that this Judgment and the Settlement Agreement are binding upon all parties and all Class Members who have not excluded themselves in a timely manner;

**DECLARES** that all Class Members, unless they validly opted out, are deemed to have elected to participate in the settlement and shall be bound by the Settlement Agreement, the release it contains and this Judgment;

**ORDERS** that the settlement consideration set forth in the Settlement Agreement shall be provided in full satisfaction of the obligations of the Defendants under the Settlement Agreement;

**DECLARES** that, by operation of this Settlement Approval Order, unless the Settlement Agreement is terminated in accordance with the provisions of Section 6 thereof, the Releasors, upon the present Settlement Approval Order becoming final, will be deemed to have, and by operation of this Approval Order will have, fully, finally, and forever released, relinquished and discharged the Releasees from all Released Claims, as those terms are defined in the Settlement Agreement, for all legal intents and purposes whatsoever;

**DECLARES** that, in consideration of the payments made to the Public Health Insurers set out in this Settlement Agreement, the Public Health Insurers will be deemed to release and forever discharge any and all manner of claims which the Public Health Insurers ever had, now have, or hereafter can, shall or may have pursuant to the Public Health Insurers' rights of recovery arising out of or in any way related to the actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands whatsoever that were asserted or which could have been asserted, or which hereafter may or could be asserted, by or on behalf of any Plaintiff and Class Member relating to the purchase, acquisition or ingestion of the Products and other claims asserted in the Quebec Proceeding and/or the BC Proceeding, whether known or unknown, past or future, direct or indirect, subrogated or otherwise, relating in any way to the Released Claims (as defined in the Settlement Agreement), and including, without limitation and by way of example, all subrogated and/or direct claims in respect of the Plaintiff and Class Members that were or could have been brought by any Public Health Insurer, whether pursuant to provincial or territorial legislation or otherwise, that permits recovery of healthcare costs or medical expenses from third parties or otherwise, for the cost of medical care or treatment provided to Plaintiff and Class Members, as well as medical screening or monitoring arising from the facts alleged in the Quebec

Proceeding and/or the BC Proceeding against the Releasees (all as defined in the Settlement Agreement). The Public Health Insurers may not make any claims, or take or continue any proceedings against any person, partnership, corporation, or other entity who might claim contribution or indemnity or any other relief of a monetary, declaratory or injunctive nature from the Releasees in connection with the claims released in this Settlement Agreement;

**DECLARES** that this Class Action is settled out-of-Court for all legal intents and purposes whatsoever, in accordance with the specific terms contained in the present judgment and in the Settlement Agreement;

**APPROVES** the form, content and mode of dissemination of the Settlement Approval Notice, in its French and English versions, substantially in conformity with Schedule “F” of the Settlement Agreement;

**ORDERS** the dissemination of the Settlement Approval Notice, in French and in English, substantially in conformity with Schedule “F” to the Settlement Agreement by •;

**APPROVES** the Compensation Grid, Schedule “A” to the Settlement Agreement;

**APPOINTS** Concilia Services Inc. as the Claims Administrator for the purposes of accomplishing the tasks that devolve to it pursuant to the Settlement Agreement and the Compensation Grid;

**ORDERS** that the Claims Administrator shall administer the claims strictly in accordance with the Settlement Agreement, including the Compensation Grid, applying it fairly, consistently, competently, and rigorously;

**ORDERS** that all eligibility and compensation determinations will be made independently and impartially, based solely on the evidentiary requirements set out in the Compensation Grid;

**ORDERS** that the Claims Administrator shall maintain confidentiality over and shall not share the information provided pursuant to this judgment with any other person, unless doing so is necessary for executing the Settlement Agreement and the Compensation Grid and/or facilitating the claims administration process in accordance with the Settlement Agreement and the Compensation Grid;

**ORDERS** that the Claims Administrator shall use the information provided to it through the claims administration process pursuant to this judgment for the sole purpose of executing the Settlement Agreement and the Compensation Grid and facilitating the claims administration process in accordance with the Settlement Agreement and the Compensation Grid, and for no other purpose;

**TAKES ACTS** of the Claim Administrator’s undertaking to produce a report on the administration of the settlement funds, pursuant to section 59 of the Regulation of the Superior Court of Quebec in civil matters, and to give notice thereof to the Court and to the Fonds d'aide aux actions collectives;

**THE WHOLE** without legal costs.

**SCHEDULE “I”**  
**LIST OF PROVINCIAL HEALTH INSURER LEGISLATION**

| <b>Province/<br/>Territory</b> | <b>Ministry /<br/>Department</b>                                     | <b>Legislation</b>  | <b>Right of Recovery</b>                      |
|--------------------------------|--|---|---|
| Nova Scotia                    | Minister of Health and Wellness<br>Department of Health and Wellness | <i>Health Services and Insurance Act, RSNS 1989, c 197</i>  | “cost of the care, services and benefits”     |
| New Brunswick                  | Minister of Health Executive Council                                 | <i>Medical Services Payment Act, RSNB 1973, c M-7</i><br><br><i>Health Services Act, RSNB 2014, c 112</i>                             | “entitled services”                           |
| Prince Edward Island           | Minister of Health and Wellness                                      | <i>Health Services Payment Act, RSPEI 1988, c H-2</i><br><br><i>Hospital and Diagnostic Services Insurance Act, RSPEI 1988, c H-8</i> | “basic health services”<br>“insured services” |
| Newfoundland and Labrador      | Minister of Health and Community Services                            | <i>Medical Care and Hospital Insurance Act, SNL2016 cM-5.01</i>   | “insured services”                            |
| Ontario                        | Minister of Health and Minister of Long-Term Care                    | <i>Health Insurance Act, RSO 1990 c H.6</i><br><br><i>Home Care and Community Services Act 1994, SO, 1994, c 26</i>                   | “insured services”<br>“approved services”     |
| Manitoba                       | Minister of Health, Seniors and Active Living                        | <i>Health Services Insurance Act, CCSM, 2015 c H35</i>  | “insured services”                            |
| Saskatchewan                   | Minister of Health   | <i>The Health Administration Act, SS 2014, c E-13.1</i>   | “health services”                             |

| Province/<br>Territory            | Ministry /<br>Department               | Legislation  | Right of Recovery                               |
|-----------------------------------|--|--|---|
| Québec                            | Régie de l'assurance maladie du Québec | <i>Health Insurance Act, 2017</i> CQLR c A-29<br><i>Hospital Insurance Act</i> , CQLR c A-28<br><i>Act respecting the governance of the health and social services system</i> , CQLR c G-1.021 | “insured services”                              |
| Yukon                             | Minister of Health and Social Services | <i>Hospital Insurance Services Act</i> , RSY 2002, c 112   | “insured services”<br>“insured health services” |
| Northwest Territories and Nunavut | Minister of Health and Social Services | <i>Hospital Insurance and Health and Social Services Administration Act</i> , RSNWT 1998, c T3<br><i>Medical Care Act</i> , RSNWT 1988, c.M-8  | “insured services”                              |
| Alberta                           | Minister of Health                     | <i>Crown's Right of Recovery Act</i> , SA 2009, c C-35   | “the Crown's cost of health services”           |
| British Columbia                  | Minister of Health                     | <i>Healthcare Costs Recovery Act</i> , SBC 2008 c 27   | “health care services”                          |

**SCHEDULE "J"**

**PROVINCIAL HEALTH INSURER RELEASE**  
**("RELEASE")**

**WHEREAS** [province specific legislation] (the "Act") permits a direct or subrogated claim (a "Claim") for the recovery of the costs for [insured services or analogous term] that have been incurred in the past and that will probably be incurred in the future and as further described in the Act and its regulations (collectively "[Insured Services or Analogous Term]");

**AND WHEREAS**, unless otherwise indicated, the defined terms in this Release have the same definitions as set out in the Settlement Agreement;

**AND WHEREAS** a proceeding was commenced in the Superior Court of Québec, Court File No. 500-06-001321-245, against Danone Inc., Wal-Mart Canada Corp. and Joriki Inc. (the "Quebec Proceeding") and was authorized for settlement purposes in Québec against Danone Inc., Wal-Mart Canada Corp., Joriki Inc. and Intact Insurance Company (collectively, the "Defendants") on behalf of a proposed class of persons in Canada who purchased or ingested the Silk Products or Great Value Products subject to the Recall (the "Class") and a similar proceeding was commenced in the Supreme Court of British Columbia, Court File No. VLC-S-S-244861, against Danone Inc. and Wal-Mart Canada Corp. (the "BC Proceeding");

**AND WHEREAS** pursuant to a Settlement Agreement dated [Date of Execution], the Quebec Proceeding, the BC Proceeding and all of the present and future claims of Class Members (as defined in the Settlement Agreement) for or relating in any way to the Released Claims are to be fully resolved, on a national basis, without admission of liability;

**AND WHEREAS** the Provincial Health Insurer (as defined in the Settlement Agreement) hereby consents to the Settlement Agreement;

**AND WHEREAS** pursuant to the Settlement Agreement, Class Members will have an opportunity to submit individual claims for compensation;

**IN CONSIDERATION OF** the payment to be made from the Settlement Amount to the Provincial Health Insurer as good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the undersigned, [statutorily designated official for the Provincial health Insurer], on behalf of the Provincial Health Insurer (the "PHI Releasor"), releases and forever discharges any and all manner of claims which the Provincial Health Insurer ever had, now has or hereafter can, shall or may have pursuant to the Provincial Health Insurer's rights of recovery arising out of or in any way related to the actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands whatsoever that were asserted or could have been asserted, or which hereafter may or could be asserted by or on behalf of any Plaintiff (as defined in the Settlement Agreement) or Class Member (as defined in the Settlement Agreement) relating in any way to the purchase, acquisition or ingestion of the Products and other

claims asserted in the Quebec Proceeding and/or the BC Proceeding, whether known or unknown, past or future, direct or indirect, subrogated or otherwise, relating in any way to the Released Claims (as defined in the Settlement Agreement) during the Class Period, and including, without limitation and by way of example, all subrogated and/or direct claims in respect of Plaintiffs or Class Members that were or could have been brought by the Provincial Health Insurer pursuant to provincial or territorial legislation that permits recovery of healthcare costs or medical expenses from third parties or otherwise, for the cost of medical care or treatment provided to Plaintiffs and Class Members, as well as medical screening or monitoring arising from the facts alleged in the Quebec Proceeding and/or the BC Proceeding against the Releasees (all as defined in the Settlement Agreement);

**AND THE STATUTORILY DESIGNATED OFFICIAL FOR THE PROVINCIAL HEALTH INSURER REPRESENTS AND CONFIRMS** that s/he has authority to bind the PHI Releasor.

**AND THE PHI RELEASOR ACKNOWLEDGES AND AGREES** that the PHI Releasor may not make any claims, or take or continue any proceedings against any person, partnership, corporation, or other entity who might claim contribution or indemnity or any other relief of a monetary, declaratory or injunctive nature from the Releasees in connection with the Released Claims (as defined in the Settlement Agreement).

**AND THE PHI RELEASOR FURTHER ACKNOWLEDGES AND AGREES** that s/he has not been induced to execute this Release by reason of any representation or warranty of any nature or kind whatsoever and that there is no condition, express or implied, or collateral agreement (aside from the Settlement Agreement) affecting the Release.

**AND FOR THE SAID CONSIDERATION**, which is hereby acknowledged to be good and valuable consideration, the PHI Releasor covenants and agrees not to make a claim or to commence or take proceedings against any of the Releasees or any person, firm, partnership, business or corporation who or which could claim contribution from, or seek to be indemnified by the Releasees, in respect of those matters to which this Release applies.

**AND IT IS UNDERSTOOD** that the Releasees, and each of them, do not admit any liability to the PHI Releasor or others and that such liability is specifically and expressly denied.

**IN WITNESS WHEREOF** the PHI Releasor has hereunto set their hand and seal this day of \_\_\_\_\_, 2025.

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Witness Name

Printed Name of Statutorily Designated  
Official for the Provincial Health Insurer  
on behalf of [Province]

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Signature of Statutorily Designated  
Official for the Provincial Health Insurer  
on behalf of [Province]

## **SCHEDULE “K”**

### **NOTICE PLAN**

All capitalized terms not otherwise defined have the meaning ascribed to them in the Settlement Agreement.

The Parties have agreed to the Notice Plan as it relates to (i) the Pre-Approval Notice, and (ii) the Settlement Approval Notice, subject to Court approval and substantially as provided below.

The Parties understand that this Notice Plan may be modified by the Court, in which case any court-mandated modification shall automatically become part of this Notice Plan.

The costs of the below Notice Plan are included in the Administration Expenses, which are to be paid from the Settlement Amount.

#### **I. The Pre-Approval Notice**

The Pre-Approval Notice, in its short form (Schedule E.2) and long form (Schedule E), shall be disseminated as follows:

##### ***a. Traditional Media (Newspapers)***

The short-form Pre-Approval Notice (Schedule E.2) shall be published in the form of at least a 1/4-page advertisement in 1 edition of the following publications:

|    | <b>Publication</b>                      |
|----|---|
| 1) | LaPresse+ (Digital Edition, 1/4 screen) |
| 2) | Le Journal de Montréal                  |
| 3) | Le Journal de Québec                    |
| 4) | The Toronto Sun                         |
| 5) | Vancouver Sun                           |
| 6) | Times-Colonist                          |
| 7) | The National Post                       |

***b. Social Media Campaign***

The Pre-Approval Notice shall be promoted through a national Facebook campaign across Canada (via a hyperlink to the Settlement Website which includes the Long-Form Pre-Approval Notice), to begin as soon as practicable after the Court approves the Pre-Approval Notice and to end the day after the Opt-Out and Objection Deadline:

| <b>Target Audience</b> | <b>Minimum Impressions</b> | <b>Minimum Budget</b> |
|------------------------|----------------------------|-----------------------|
| Canada, 18+            | 2.5M                       | \$ 5,000              |

***c. Google Ads***

The Pre-Approval Notice will be disseminated via a paid Google digital media advertising campaign (via a hyperlink to the Settlement Website which includes the Long-Form Pre-Approval Notice), to begin as soon as practicable after the Court approves the Pre-Approval Notice and to end on the day after the Opt-Out and Objection Deadline:

| <b>Target Audience</b> | <b>Minimum Impressions</b> | <b>Minimum Budget</b> |
|------------------------|----------------------------|-----------------------|
| Canada, 18+            | 2.5M                       | \$ 6,000              |

***d. Press Releases***

Press releases adapting the content of the Pre-Approval Notice will be issued in English and French to news media and online audiences via Canada Newswire (Cision).

***e. Direct (Emails)***

Class Counsel (or the Claims Administrator on their behalf) shall send an email containing a hyperlink to the long-form version of the Pre-Approval Notice to the persons who registered for this class action on their website dedicated to this class action ([www.lpclex.com/silk](http://www.lpclex.com/silk)).

***f. Danone Canada's website***

A link to the long-form version of the Pre-Approval Notice will be published on Danone Canada's website dedicated to the Recall (<https://www.silkcanada.ca/product-recall/>) up until the end of the Opt-Out Period.

***g. Settlement Website***

The Claims Administrator shall establish and maintain a website dedicated to the Claims Administration where it shall publish the long-form version of the Pre-Approval Notice.

Class Counsel shall also publish the long-form version of the Pre-Approval Notice on (i) their website ([www.lpclex.com/silk](http://www.lpclex.com/silk)), (ii) the Canadian Bar Association's National Class Action Database and (iii) the Quebec Registry of class actions.

**II. The Settlement Approval Notice**

The Settlement Approval Notice shall be disseminated in the same manner as the Pre-Approval Notice, as provided for above, with the necessary adaptations.