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COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF(S) NORA ROMERO as REPRESENTATIVE PLAINTIFF

DEFENDANT(S) PINE HAVEN HUTTERITE COLONY and HUTTERIAN BRETHREN CHURCH OF PINE HAVEN operating under the name and style of THE MEAT SHOP AT PINE HAVEN

THIRD PARTY DEFENDANTS 1890063 ALBERTA LTD., CARRYING ON BUSINESS UNDER THE STYLE OF MAMA NITA'S BINALOT, 1950331 ALBERTA LTD., CARRYING ON BUSSINESS UNDER THE STYLE OF MAMA NITA'S BINALOT, ABC COMPANY and JOHN DOE/JANE DOE

DOCUMENT **Settlement Approval Order**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Nicole K. Keeler
James H. Brown and Associates
2400 Sunlife Place, 10123 99 Street
Edmonton, Alberta T5J 3H1
Tel: (780) 428-0088
Fax: (780) 428-7788

Adam Bordignon
Napoli Shkolnik Canada
Suite 400, 1000 – 7 Avenue S.W.
Calgary, AB T2P 5L5
Tel: (519) 984-6339

DATE ON WHICH ORDER WAS PRONOUNCED: DECEMBER 18, 2025

NAME OF JUDGE WHO MADE THIS ORDER: JUSTICE J.T. NEILSON

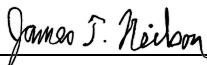
LOCATION WHERE ORDER WAS PRONOUNCED: EDMONTON

ON THE APPLICATION of the Plaintiff; and hearing the submissions of Counsel for the Plaintiff and the Defendants and the Third Party Defendant, 1890063 Alberta Ltd., carrying on business under the style of Mama Nita's Binalot (the "**Third Party Defendant**"), and upon reading the pleadings and materials filed, and on being advised that the Plaintiff and the Defendants and Third Party Defendant have entered into a settlement agreement dated September 24, 2025 (the "**Settlement Agreement**"); and on being advised that the Plaintiff and the Defendants and the Third Party Defendant consent to this Order;

THIS COURT ORDERS that:

1. The Settlement Agreement, as attached at **Schedule "A"** is incorporated into this Order in its entirety and forms part of this Order, and the definitions in the Settlement Agreement shall be applied in interpreting this Order.
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. The Settlement Agreement is fair, reasonable and in the best interests of the Class and is hereby given final approval pursuant to section 35 of the *Class Proceedings Act*, SA 2003, c C-16.5 and shall be implemented in accordance with its terms and the terms of this Order.
4. This Order, including the Settlement Agreement, is binding upon the Parties and on every Class Member whether or not the Class Member claims or receives monetary compensation or value under the Settlement Agreement, unless the Class Member opted out before the expiry of the Opt Out Deadline.
5. This Order, including the Settlement Agreement, is binding upon each such Class Member including those persons who are minors or mentally incapable and the requirements of Rules 2.11 and 2.19 of the *Alberta Rules of Court* are dispensed with in respect of this proceeding.
6. The persons listed in the List of Opt-Outs, as attached at **Schedule "B"** and incorporated into this Order, have validly exercised their right to opt-out and are not Class Members.
7. Upon the Effective Date, the Releasees are forever, finally and absolutely released by the Class Members from the Released Claims.

8. Upon the Effective Date, Class Members are barred from making any claims or taking or continuing any proceeding arising out of, or relating to, the Released Claims, except as otherwise expressly provided for in the Settlement Agreement, against any Releasee or other person, corporation or entity that might claim damages and/or contribution and indemnity or other relief against any of the Defendants or Third Party Defendant.
9. This Honourable Court will retain continuing jurisdiction over the Settlement for the purposes of implementing, interpreting and enforcing the Settlement Agreement and this Order subject to the terms and conditions set out in the Settlement Agreement and this Order.
10. Class Counsels' Fees in the amount of \$256,500 plus GST, plus disbursements of \$20,850.67 is approved and is to be paid from the Settlement Amount.
11. Class Counsel will assist those Class Members who have retained counsel or request assistance from Class Counsel in submitting their claim to the Claims Administrator at no additional Class Counsel fee.
12. The Claims Notice, attached as **Schedule "C"** shall be disseminated in accordance with the Claims Notice Plan, attached as **Schedule "D"**.
13. On notice to the Court, but without further order of the Court, the Parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any of the provisions in the Settlement Agreement.
14. An honorarium for the Representative Plaintiff Nora Romero of \$5,000, from Class Counsel fees is hereby approved.
15. This Order may be endorsed in counterpart, electronically or by facsimile.



J.C.K.B.A

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO THE TERMS OF THIS ORDER:

CONSENTED TO
this 18 day of December, 2025

JAMES H BROWN & ASSOCIATES LLP

Per:



Nicole K. Keeler
Counsel for the Plaintiff

CONSENTED TO
this ____ day of _____, 2025

NAPOLI SHKOLNIK CANADA

Per:

Adam Bordignon
Counsel for the Plaintiff

CONSENTED TO
this ____ day of _____, 2025

BRANCH MACMASTER LLP

Per:

Jacqueline Palef/Christopher Rhone
Counsel for the Insurer for "The
Meat Shop at Pine Haven"

CONSENTED TO
this ____ day of _____, 2025

BENNETT JONES LLP

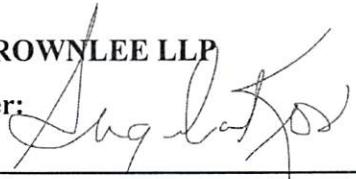
Per:

Jonathan Hillson
Counsel for the Defendants, Pine Haven
Hutterite Colony and Hutterian
Brethren Church of Pine Haven

CONSENTED TO
this 18 day of December, 2025

BROWNLEE LLP

Per:



Angela Kos
Counsel for the Third Party Defendant

CONSENTED TO
this ____ day of _____, 2025

JAMES H BROWN & ASSOCIATES LLP

Per:

Nicole K. Keeler
Counsel for the Plaintiff

CONSENTED TO
this 18th day of December, 2025

NAPOLI SHKOLNIK CANADA

Per:



Adam Bordignon
Counsel for the Plaintiff

CONSENTED TO
this 30th day of December, 2025

BRANCH MACMASTER LLP

Per:

Jacqueline Palef/Christopher Rhone
Counsel for the Insurer for "The
Meat Shop at Pine Haven"

CONSENTED TO
this ____ day of _____, 2025

BENNETT JONES LLP

Per:

Jonathan Hillson
Counsel for the Defendants, Pine Haven
Hutterite Colony and Hutterian
Brethren Church of Pine Haven

CONSENTED TO
this ____ day of _____, 2025

BROWNLEE LLP

Per:

Angela Kos
Counsel for the Third Party Defendant

CONSENTED TO
this ____ day of _____, 2025

JAMES H BROWN & ASSOCIATES LLP

Per:

Nicole K. Keeler
Counsel for the Plaintiff

CONSENTED TO
this ____ day of _____, 2025

NAPOLI SHKOLNIK CANADA

Per:

Adam Bordignon
Counsel for the Plaintiff

CONSENTED TO
this ____ day of _____, 2025

BRANCH MACMASTER LLP

Per:

Jacqueline Palef/Christopher Rhone
Counsel for the Insurer for "The
Meat Shop at Pine Haven"

CONSENTED TO
this 5 day of January, 2026,

BENNETT JONES LLP

Per: 

Jonathan Hillson/Jonas Patron
Counsel for the Defendants, Pine Haven
Hutterite Colony and Hutterian
Brethren Church of Pine Haven

CONSENTED TO
this ____ day of _____, 2025

BROWNLEE LLP

Per:

Angela Kos
Counsel for the Third Party Defendant

Schedule "A"

CLASS ACTION SETTLEMENT AGREEMENT

Made as of September 24, 2025

BETWEEN

NORA ROMERO as REPRESENTATIVE PLAINTIFF

(the "Plaintiff")

-and-

**PINE HAVEN HUTTERITE COLONY and HUTTERIEN BRETHREN CHURCH OF
PINE HAVEN operating under the name and style of
THE MEAT SHOP AT PINE HAVEN**

(the "Defendants")

-and-

**1890063 ALBERTA LTD. carrying on a business under the style of MAMA NITA'S
BINALOT**

(the "Third Party Defendant")

TABLE OF CONTENTS

1.	PREAMBLE & RECITALS	1
2.	DEFINITIONS.....	2
3.	SETTLEMENT APPROVAL.....	8
4.	EFFECT OF NON-APPROVAL AND AMENDMENT OF SETTLEMENT AGREEMENT.....	10
5.	SETTLEMENT AGREEMENT EFFECTIVE	11
6.	COMPENSATION SUMMARY.....	11
7.	PAYMENT SCHEDULE.....	13
8.	WAIVER OF LIMITATION DEFENCE.....	14
9.	NOTICE TO THE CLASS, ADMINISTRATION AND IMPLEMENTATION	14
10.	PAYMENT TO ALBERTA	18
11.	OPT OUTS	19
12.	RELEASE OF RELEASEES	19
13.	DISMISSAL OF THE ACTION	20
14.	TERMINATION.....	20
15.	CLASS COUNSEL'S FEES AND DISBURSEMENTS.....	22
16.	NO ADMISSION OF LIABILITY	22
17.	MISCELLANEOUS	23

1. PREAMBLE AND RECITALS

This Settlement Agreement is made and entered into this 24 day of September 2025 by the Plaintiff in the within proceeding (the "Action") on her own behalf and in her capacity as representative plaintiff of the Class (as defined below), and the Defendants, and the Third Party Defendant herein (collectively referred to as "the Parties"), by and through their counsel, providing for the settlement of all claims asserted or which could have been asserted against the Defendants and the Third Party Defendant by the Plaintiff in the Action, pursuant to the terms and conditions set forth herein, subject to the approval of the Court as set forth herein;

WHEREAS, the Defendants and Third Party Defendant deny any liability or wrongdoing and further deny that the Plaintiff and Class Members have any justifiable claim for relief or that they have any liability to the Plaintiff, or Class Members, and assert that they have numerous meritorious affirmative defences to the claims advanced by the Plaintiff and Class Members;

WHEREAS, the Defendants and Third Party Defendant assert that they would vigorously defend the Action if the Plaintiff continued the Action against them;

WHEREAS, the Action has been certified by Order of the Honourable Justice James T. Neilson granted September 15, 2022;

WHEREAS, extensive arm's length settlement negotiations have taken place between Plaintiff's Counsel and Counsel for the Defendants and Third Party Defendant, including mediations before Robert G. McBean, K.C. on May 12, 2020 and February 13, 2024;

WHEREAS, as a result of these settlement negotiations, the Parties have entered into this Settlement Agreement, which embodies all the terms and conditions of the settlement between the Defendants and Third Party Defendant and the Plaintiff, subject to approval of the Court;

WHEREAS, the Parties intend by this Settlement Agreement to resolve all past, present, and future claims of the Plaintiff and all Class Members, except the class member who falls within Level 5 "Family Class" and the claims of that class member will be negotiated separately and not form part of the "Maximum Class Payment";

WHEREAS, the Parties shall seek an Order from the Court dismissing the Action, failing which Order this Settlement Agreement shall be void;

WHEREAS, the Defendants and/or Third Party Defendant have agreed to pay the Settlement Amount for the benefit of the Class;

WHEREAS, the Parties agree that neither this Settlement Agreement nor any document relating thereto, nor any action taken to carry out this Settlement Agreement, shall be offered in evidence in any action or proceeding or in any court, administrative agency or other tribunal in Canada or elsewhere in the world for any purpose whatsoever other than to give effect to and enforce the provisions of this Settlement Agreement or to seek court approval of the Settlement Agreement;

WHEREAS, the Plaintiff and their counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analysis of the facts and law applicable to the Plaintiff's claims, and having regard to the burden and expense in prosecuting the Action, including the risks and uncertainties associated with protracted litigation, trials and appeals, the Plaintiff and Class Counsel have concluded that this Settlement is fair, reasonable and in the best interests of the Plaintiff and the Class Members they seek to represent;

WHEREAS, the Defendants and Third Party Defendant have similarly concluded that this Settlement Agreement is desirable in order to avoid the time, risks and expense of defending protracted litigation, and to resolve finally and completely the pending and potential claims of the Class Members;

NOW THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, by their respective counsel, **AGREE AS FOLLOWS:**

2. DEFINITIONS

The following terms, as used in this Settlement Agreement and its Exhibits, shall have the meanings set forth below. Terms used in the singular shall be deemed to include the plural, and vice versa. Feminine pronouns and female references shall be deemed to include masculine, and vice versa, where appropriate.

2.1 **“Action”** means the within class action commenced in the Court of King’s Bench of Alberta, bearing Court File No. 1803 08418;

2.2 **“Administrative Costs”** means settlement administration costs of the Claims Administrator to be agreed to by the Parties and appointed by the Court to administer the Settlement Amount in accordance with the provisions of the Settlement Agreement and the Individual Payments Distribution Protocol;

2.3 **“Alberta Provincial Health Insurer Claim”** means the amount claimed by Alberta as a provincial health insurer which paid for the health care costs incurred by class members for this Action in accordance with the *Crown’s Right of Recovery Act*, SA 2009, c C-35;

2.4 **Alberta Provincial Health Insurer Payment”** means the amount up to a maximum of \$132,551.44 to be paid collectively by the Defendants and/or the Third Party Defendant to settle the Alberta Provincial Health Insurer Claim. To clarify, for Class Members with Approved Claims, Alberta will receive payment of its claim amount submitted (or to be submitted) for such Class Members up to a maximum total payment of \$132,551.44;

2.5 **“Approval Hearing”** means the hearing at which the Parties to the Action will seek the approval of the Court of the Settlement Agreement;

2.6 **“Approval Hearing Notice”** means the court-approved notice that advises Class Members of the Notice of Certification and Proposed Settlement Approval Hearing as more particularly detailed in Exhibit “A”;

2.7 **“Approval Hearing Notice Order”** means the Order of the Court that appoints the Claims Administrator and approves the Approval Hearing Notice and Notice Plan as more particularly described in Sections 3 and 4 herein and which is attached as Exhibit “B”;

2.8 **“Approval Hearing Notice Plan”** means the plan for disseminating the Approval Hearing Notice that shall be pursuant to the protocols outlined in Exhibit “C” or in such other form as agreed to by the Parties and as may be approved by the Court;

2.9 **“Approval Order”** means the Order of the Court that approves this Settlement Agreement, and which is attached as Exhibit “D”;

2.10 **“Approved Claims”** shall mean the Claims of Class Members that have been approved for payment(s) by the Claims Administrator pursuant to the Individual Payments Distribution Protocol as more particularly detailed in Exhibit “E”;

2.11 **“Claim”** means a claim made by or on behalf of a Claimant for compensation pursuant to the Settlement Agreement;

2.12 **“Claimant”** means a Class Member who has submitted a Claim Package within the Claim Period;

2.13 **“Claim Notice”** means the Court-approved notice that advises Class Members of the Court Approval of the Settlement Agreement and the procedure for making a Claim, as provided for in Section 4 and Exhibit “F”;

2.14 **“Claim Notice Date”** means the date upon which the Claim Notice is first published in any of the publications and/or websites identified in Exhibit “G”;

2.15 **“Claim Notice Plan”** means the plan for disseminating the Claim Notice that shall be pursuant to the protocols outlined in Exhibit “G” or in such other form as may be approved by the Court;

2.16 **“Claim Package”** means all the materials required to be submitted in order for a Claim to be considered, as defined and described more particularly in Exhibit “H”;

2.17 **“Claim Period”** means the period set by the Court for Class Members to make a claim;

2.18 **“Claims Administrator”** means the person agreed to by the Parties and appointed by the Court to administer the Settlement Amount in accordance with the provisions of the Settlement Agreement and the Individual Payments Distribution Protocol;

2.19 **“Class” or “Class Members”** means, for the purposes of this Settlement, all natural persons in Canada who: (a) consumed Recalled Pork and suffered a physical illness or injury; (b) purchased Recalled Pork and suffered an economic loss; (c)

purchased the Recalled Pork, which was not of merchantable quality or reasonably fit for the purpose of sale to consumers; or (d) purchased the Recalled Pork and suffered emotional distress;

2.20 **“Class Counsel”** means the firms James H. Brown & Associates LLP and Napoli Shkolnik Canada, and has the same meaning as “Plaintiff’s Counsel”;

2.21 **“Class Counsel Fees”** means the legal fees, disbursements, and applicable taxes of Class Counsel, as approved by the Court;

2.22 **“Compensatory Payments”** means the amounts to be paid to Claimants with Approved Claims, the values of which shall be assessed and determined by the Claims Administrator in accordance with the Individual Payments Distribution Protocol (Exhibit “E”), subject to any of the limitations contained therein;

2.23 **“Court”** means the Court of King’s Bench of Alberta;

2.24 **“CPA”** means the *Class Proceedings Act*, SA 2003, c C-16.5;

2.25 **“Day”** means calendar day as used herein for the purposes of calculating various time frames;

2.26 **“Defendants”** mean Pine Haven Hutterite Colony and Hutterian Brethren Church of Pine Haven operating under the name and style of the Meat Shop at Pine Haven;

2.27 **“Deficiency Letter”** means the letter the Claims Administrator shall send to Claimants to advise of deficiencies in submitted Claim Packages and shall be in the form attached as Exhibit “I”;

2.28 **“Dispute”** means a disagreement raised by any of the Parties as defined herein regarding a claimant’s category, quantum and/or liability to the claims administrator;

2.29 **“Effective Date”** means the date when a Final Order has been received from the Court approving this Settlement;

2.30 **“Family Class”** means a spouse, parent or child of a class member who died from consuming the recalled pork;

2.31 **“Final Order”** means a final judgment or order entered by the court in respect of the approval of this Settlement Agreement once the time to appeal such judgment or order has expired without any appeal being taken, if an appeal lies and there is a person with standing to appeal, or once there has been affirmation of the approval of this Settlement Agreement upon a final disposition of all appeals;

2.32 **“Health Care Costs”** means those health service costs incurred by Alberta in accordance with the *Crown’s Right of Recovery Act*, SA 2009, c C-35;

2.33 **“Individual Payments Distribution Protocol”** means the plan for distributing the Settlement Amount and accrued interest, in whole or in part, as more particularly detailed in Exhibit “E”, as approved by the Court;

2.34 **“Maximum Class Payment”** means the maximum the Defendants and/or Third Party Defendant will pay to satisfy the claims of the Class Members.

2.35 **“Notice of Claims Procedure”** means any form or forms of notice, agreed to by the Parties, or such other form or forms as may be approved by the Courts, which informs the Class of:

 2.35.1 The approval of this Settlement Agreement; and

 2.35.2 The process by which the Class Members may apply to obtain compensation from the Settlement Amount.

2.36 **“Notices”** means

 2.36.1 Notice of Certification and Settlement Hearing;

 2.36.2 Notice of Claims Procedure;

 2.36.3 Notice of termination of this Settlement Agreement if it is terminated or otherwise terminated by Court order; and

 2.36.4 Any other notice that may be required by the Court.

2.37 **“Opt-Out Claimant”** means a person who opts-out, in accordance with the requirements for opting-out, outlined in Exhibit “J”, who would have been a Class Member had he or she not opted-out;

2.38 **“Opt-Out Deadline”** means sixty (60) days from the publication of the Approval Hearing Notice;

2.39 **“Party”** means any one of the Plaintiff, Defendants or Third Party Defendant and may be referred to herein collectively as “the Parties”;

2.40 **“Plaintiff”** means Nora Romero as class representative;

2.41 **“Plaintiff’s Counsel”** means the firms James H. Brown & Associates LLP and Napoli Shkolnik Canada, and has the same meaning as “Class Counsel”;

2.42 **“Proceeding”** means any proceeding or enforcement process in any court or tribunal;

2.43 **“Recalled Pork”** means pork products from Pine Haven Hutterite Colony and Hutterian Brethren Church of Pine Haven operating under the name and style of the Meat Shop at Pine Haven produced or distributed between February, 19, 2018 and April 24, 2018, inclusive.

2.44 **"Released Claims"** mean any and all manner of claims, demands, actions, suits, causes of action, whether class, collective, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, damages of any kind including compensatory, punitive or other damages, liabilities of any nature whatsoever, including interest, costs, expenses, (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, that the Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct occurring anywhere, from the beginning of time through the pendency of the Action, in respect of the Alleged Conduct or relating to any conduct alleged (or which could have been alleged) in the Action and future claims relating to continuing acts or practices that occurred during the pendency of the Action including, without limitation, any such claims which have been asserted, would have been asserted, or could have been asserted, directly or indirectly, whether in Canada or elsewhere, as a result of or in connection with the Alleged Conduct.

2.45 “**Releasees**” means the Defendants and Third Party Defendant and, as applicable, each of their present and former parents, officers, directors, employees, stockholders, agents, attorneys, suppliers, distributors, reorganized successors, spin-offs, assigns, holding companies, related companies, subsidiaries, affiliates, joint ventures, partners, members, divisions, predecessors, servants, representatives, insurers and their successors, heirs, executors, administrators, trustees, insurers, including DEFINITY INSURANCE COMPANY (formerly Economical Mutual Insurance Company) and INTACT INSURANCE (formerly Royal & Sun Alliance Insurance Company) and their related companies and respective subsidiaries and their agents, servants and employees, and assigns of each of the foregoing;

2.46 “**Releasors**” means the “Class”, in the Certification Order pronounced September 15, 2022, and for the purposes of this Settlement, all natural persons in Canada who: (a) consumed Recalled Pork and suffered a physical illness or injury; (b) purchased Recalled Pork and suffered an economic loss; (c) purchased the Recalled Pork, which was not of merchantable quality or reasonably fit for the purpose of sale to consumers; or (d) purchased the Recalled Pork and suffered emotional distress;

2.47 “**Settlement**” means the proposed settlement of the Action, as defined herein, pursuant to the terms set forth in this Settlement Agreement;

2.48 “**Settlement Agreement**” means this agreement, including all Exhibits hereto;

2.49 “**Settlement Amount**” means the maximum amount of CAD \$855,000.00 to be paid collectively by the Defendants and/or the Third Party Defendant to settle the claims of class members, subject to reversion to the Defendants of any residual amounts remaining after Compensatory Payments are made and any Class Counsel Fees that are not approved by the Court.

2.50 “**Third Party Defendant**” means 1890063 ALBERTA LTD. carrying on a business under the style of MAMA NITA’S BINALOT.

3. SETTLEMENT APPROVAL

3.1 The Parties shall use their best efforts to effectuate this Settlement Agreement, including obtaining the approval of the Court, and to secure the prompt, complete and final dismissal, with prejudice, of the Action.

3.2 At a time mutually agreed to by the Plaintiff, the Defendants and the Third Party Defendant after this Settlement Agreement is executed, the Plaintiff shall bring an application before the Court for the purposes of approving the Notice of Certification and the Approval Hearing Notice.

3.3 The Approval Hearing Notice shall be in the form set out in Exhibit "A" and shall be disseminated pursuant to the protocols outlined in Exhibit "C" or in such other form as may be agreed by the Parties and approved by the Court.

3.4 Following the expiration of the applicable opt-out period, and at a time mutually agreed to by the Parties, the Plaintiff shall bring a motion before the Court for orders approving this Settlement Agreement.

3.5 Class Counsel shall collect all written objections to the Settlement received prior to the deadline set out in the Approval Hearing Notice and shall file all such objections with the Court and provide copies to Counsel for the Defendants and Counsel for the Third Party Defendant.

3.6 Following dissemination of the Approval Hearing Notice, the Parties shall move for the Approval Order from the Court.

3.7 It is a material term of this Settlement Agreement that the Plaintiff, Defendants and Third Party Defendant must agree on the form and content of the orders to be sought and that the issued orders be as provided for in this Settlement Agreement or as otherwise agreed by the Parties. The form and content of the orders shall be considered a material term of this Settlement Agreement and the failure of any Court to approve the form and content of the orders substantially in the form agreed shall give rise to a right to terminate.

3.8 At least thirty (30) days in advance of the motion for settlement approval or such shorter period of time as the Parties may agree, Class Counsel shall provide the Defendants and Third Party Defendant with drafts of the Notice of Motion and any supporting materials which are intended to be filed with the Court in support of these motions, for review and approval by the Defendants and Third Party Defendant.

3.9 Until the first of the motions is brought, the Parties shall keep all the terms of this Settlement Agreement, and any information or documents related thereto, confidential and shall not disclose them without prior written consent of counsel of the Parties, except as required for the purpose of financial reporting or the preparation of financial records (including tax returns and financial statement) or as otherwise required by law.

3.10 The fact of this settlement and this Settlement Agreement may not be used in any other proceedings to assert or suggest liability against the Defendants, Third Party Defendant or any other person.

4. EFFECT OF NON-APPROVAL AND AMENDMENT TO SETTLEMENT AGREEMENT

4.1 In the event the Court does not approve the Settlement Agreement in its entirety, the Parties reserve for themselves the right to amend this Settlement Agreement and any such amendment shall be in writing.

4.2 If this Settlement Agreement is not approved by the Court:

(a) this Settlement Agreement shall be null and void and shall have no force or effect and no Party to this Settlement Agreement shall be bound by any of its terms except those of this paragraph; and

(b) this Settlement Agreement, and all negotiations, statements and proceedings relating to this Settlement Agreement shall be without prejudice to the rights of all Parties, all of whom shall be restored to their respective positions existing immediately before this Settlement Agreement.

4.3 The Parties agree that whether or not it is approved by the Court, this Settlement Agreement and the fact of its negotiation and execution shall not constitute any admission by the Defendants or the Third Party Defendant or be used against the Defendants or Third Party Defendant for any purpose in this or any other proceeding in Canada or elsewhere in the world and, without limiting the generality of the foregoing, this Settlement Agreement and the fact of its negotiation and execution shall not constitute an admission or be used by anyone (whether or not a party to these proceedings) in an effort to establish any of the

alleged facts, or the jurisdiction of the Canadian courts over any foreign party.

5 SETTLEMENT AGREEMENT EFFECTIVE

5.1 This Settlement Agreement shall become effective on the Effective Date, unless otherwise expressly provided herein.

6 COMPENSATION SUMMARY

6.1 Pursuant to this Settlement Agreement, and subject to its terms and conditions, including approval by the Court, the Defendants and/or Third Party Defendant agree to pay the Settlement Amount in full and final settlement of the Released Claims, contingent upon the dismissal with prejudice of the Action.

6.2 Class Members may make one claim in accordance with the compensation categories as set out in Exhibit "E" (the "Individual Payments Distribution Protocol"). All claims will be individually assessed.

6.3 Regardless of the amount of the Individual Payments, the Defendants and/or Third Party Defendant will pay no more than \$855,000.00 (the "Maximum Class Payment") to satisfy the claims of the Class Members.

6.4 The Maximum Class Payments shall be payable at the end of the proceedings following the decision of the Claims Administrator in accordance with the Individual Payments Distribution Protocol.

6.5 If the combined amount of the Individual Payments exceeds the Maximum Class Payment, the Class Members will receive a pro rata share of their Individual Payments as set out in Exhibit "E".

6.6 In accordance with Exhibit "E", excess funds in one level can be applied to a deficiency in any other level.

6.7 If the total Individual Payments do not reach the Maximum Class Payment, the Defendants and Third Party Defendant will be reimbursed the difference between the total Individual Payments and the Maximum Class Payment.

6.8 The Defendants and/or Third Party Defendant will issue the Maximum Class Payment into a fund from which a Claims Administrator will make payments to the Class Members in accordance with Exhibit "E".

6.9 The Settlement Amount shall be the whole amount which the Defendants and/or Third Party Defendant shall pay to settle the claims of the Class Members.

6.10 The Alberta Provincial Health Insurer Payment shall be the whole amount which the Defendants and/or Third Party Defendant shall pay to satisfy the Alberta Provincial Health Insurer Claim.

6.11 Subject to Court approval, the following benefits and expenses shall be paid by the Defendants and/or Third Party Defendant:

- (a) Administrative Costs;
- (b) Notice Costs;
- (c) Up to a maximum of CAD \$855,000.00 to be paid for Compensatory Payments; and
- (d) Alberta Provincial Health Insurer Payment amount up to a maximum of CAD \$132,551.44 for the Alberta Provincial Health Insurer Claim on all eligible claims.

6.12 The Defendants and Third Party Defendant will not incur any taxes, liabilities, obligations, or responsibility regarding the investment, payment or distribution of the settlement fund or monies deposited into it.

6.13 None of the Releasees shall have any obligation to pay any amount other than the Settlement Amount, Administrative Costs, Notice Costs and Alberta Provincial Health Insurer Claim for any reason, or in furtherance of this Settlement Agreement.

6.14 When the Defendants and Third Party Defendant pay the Settlement Amount, Class Counsel will receive it in trust in full satisfaction of all payment obligations under the Settlement Agreement and in full satisfaction of the Released Claims against the Releasees.

6.15 On receipt of the Settlement Amount, Class Counsel will deposit it into a trust account. Class Counsel shall not pay out all or part of the monies in the trust account,

except in accordance with this Settlement Agreement, or in accordance with an order of the Court obtained after the notice to the Defendants and Third Party Defendant, and in any event, after all appeal rights have either been lapsed or exhausted.

6.16 Class Counsel shall bear all risks related to the investment of the monies in the trust account. The Defendants and Third Party Defendant shall not have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or administration of monies in the trust account including but not limited to, Class Counsel Fees and any responsibility, financial obligation or liability as a result of any decrease or depreciation of the value of the trust account, however, caused, including but not limited to, a decrease or depreciation in the value of any investments purchased and/or held in the trust account.

6.17 All funds held by Class Counsel shall be considered to be in *custodial legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as such funds have been distributed to this Settlement Agreement and/or further order of the Court.

6.18 Class Counsel hereby indemnifies, defends and holds harmless the Defendants, the Third Party Defendant and their respective directors, officers and employees from and against any harm or injury suffered by reason of the use, erroneous disbursement, or any other action taken or failure to act by Class Counsel with the Settlement Amount or monies in trust not strictly in accordance with the provisions of the Settlement Agreement or any implementing order of the Courts.

7 PAYMENT SCHEDULE

7.1 Class Counsel shall directly fund the costs associated with implementing the Approval Hearing Notice Plan as they come due. Notice costs and administration costs are to be paid by the Defendants and Third Party Defendant. Class Counsel is entitled to be reimbursed for these costs from the Defendants and/or the Third Party Defendant following the Final Order.

7.2 The Maximum Class Payment shall be payable to the Claims Administrator or Class Counsel at the end of the proceedings following the decision of the Claims

Administrator that is set out in Exhibit "E", who shall, upon receipt of such funds, pay Class Counsel fees, subject to Court approval.

7.3 After making the payments set out in Section 7.2, the Claims Administrator shall deposit the remaining balance of the Settlement Amount into a single interest-bearing account, from which the maximum sum of CAD \$855,000.00 shall be paid for all Compensatory Payments, in accordance with the Individual Payments Distribution Protocol, Exhibit "E".

7.4 Within ninety (90) days following the final adjudication of all submitted Claims, on notice to all Parties, the Claims Administrator shall distribute Compensatory Payments to all Claimants with Approved Claims, subject to any *pro rata* reductions as may be required based on the number and value of all Approved Claims and the money remaining from the Settlement Amount.

8 WAIVER OF LIMITATION DEFENCE

8.1 Subject to Court approval, for the purposes of making a Claim under this Settlement Agreement, no Claimant shall be considered ineligible to receive Compensatory Payment on the basis of any statute of limitation, prescription period or any other limitation or prescription defence, including tolling of any applicable statute of limitation.

9 NOTICE TO THE CLASS, ADMINISTRATION, AND IMPLEMENTATION

9.1 The Class shall be given the Notices as directed by the Court.

9.2 No claims may be made after expiry of the Claims Period.

9.3 Claims administration is to be performed by the Claims Administrator.

9.4 Notice costs and Administrative Costs are to be paid by the Defendants and Third Party Defendant, with the Claims Administrator to be agreed upon by the Parties.

9.5 The Defendants and Third Party Defendant will obtain quotes from class action administrators as they see fit for the role of Claims Administrator. After receipt of the quotes, the Defendants and Third Party Defendant will make a recommendation for

Claims Administrator to the Plaintiff. If the Plaintiff disagrees with the recommendation, the Parties are at liberty to seek direction from the Court.

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

9.7 The Claims Administrator shall be required to administer all monies payable under the Settlement Agreement, except as specifically provided for herein, and to process all Claim Packages and adjudicate all Claims in accordance with this Settlement Agreement.

9.8 The Claims Administrator shall invest all funds in its possession under this Settlement Agreement pursuant to the investment standards and authorized investments provided for in Section 3 of the *Trustee Act R.S.A. 2000, c. T-8* with a Chartered Canadian Bank.

9.9 All interest earned on the Settlement Amount, once paid by the Defendants and/or Third Party Defendant to the Claims Administrator, shall be added to and treated in the same manner as the Settlement Amount. All taxes payable on any interest which accrues in the relation to the Settlement Amount shall be paid by the Claims Administrator from the Settlement Amount as may be required by law. The Claims Administrator shall take all reasonable steps to minimize the imposition of taxes upon the Settlement Amount and shall be responsible for any and all tax reporting and payment requirements arising from this Settlement, including all interest income earned by the Settlement Amount, all such tax payments to be made by the Claims Administrator from the Settlement Amount.

9.10 Subject to its duties herein, the Claims Administrator shall report quarterly to Class Counsel the number of Claim Packages received in that quarter, as well as the

name, address, telephone number, fax number (if any) and e-mail address (if any) of all Class Members who have filed Claim Packages and the decision made in respect of each Claim, and when deemed necessary by the Claims Administrator or Class Counsel, special meetings may be called, on reasonable notice to all Parties.

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

9.12 In the event that the Claims Administrator is unable to continue to act for any reason, the Parties shall propose a substitute Claims Administrator, whose appointment shall be subject to the approval of the Court.

9.13 The Claims Administrator shall determine the eligibility of all Claims submitted by or on behalf of Class Members and shall determine the amounts payable in respect of all Approved Claims, all in accordance with the Individual Payments Distribution Protocol (Exhibit "E").

9.14 The Claims Administrator shall determine the eligibility of each class member, and the level of compensation to which each is entitled. To determine the eligibility of a class member,

9.14.1 the Claims Administrator shall ensure that each complainant provides one of the following forms of evidence with their submitted claim:

9.14.1.1 Physician's notes, hospital admission records, or other documents, created by a physician, hospital, or other healthcare professional recording symptoms consistent with *E.Coli* O157; or

9.14.1.2 Physician's notes, hospital admission records, or other documents created by a physician, hospital, or other healthcare professional confirming diagnosis of *E. Coli* O157 infection; or

9.14.1.3 If a claimant did not seek any medical attention, verification of the same, and identification of any

witness to the injuries. Separate affidavit from the third-party witness to verify first-hand observation of the illness and impact on the claimant.

9.14.2 Each claimant must complete a questionnaire with the following information:

9.14.2.1.1 Injury source: Type of food causing illness; where and when purchased or acquired; where and when consumed; when and where prepared

9.14.2.1.2 Injury description: Onset of symptoms; description of symptoms; how long each symptom lasted.

9.14.2.1.3 Treatment: All medical treatments received; whether admitted to hospital and for how long.

9.14.2.1.4 Documentation: All medical records and other information noted in part 9.14.1 above pertaining to the illness and treatments, appended to the questionnaire.

9.14.2.1.5 Third Party Verification: If claimant did not seek any medical attention, verification of same, and identification of any witness to the injuries. Separate affidavit from the third-party witness to verify first-hand observation of the illness and impact on the claimant.

9.14.2.1.6 Special damages/Wage Loss: Description of special damages (out of pocket expenses) incurred by claimant or parent or direct family member. All invoices and supporting documents to be attached to the questionnaire. If wage loss claimed, full particulars of hourly rate and number of days missed from work. Must include employer verification of missed work and income loss sustained, appended to the questionnaire, and include employer's full contact information.

9.15 Upon request, any party can dispute a Claimant's category, quantum, and/or the Defendants and/or Third Party Defendant liability, to the Claims Administrator, and cross examine a Class Member on affidavit or otherwise ("a Dispute"). The Claims Administrator, upon the recommendation of the parties, may engage a lawyer or retired justice to assist the Claims Administrator in making a decision in relation to a Dispute, the cost of a Dispute shall be borne by unsuccessful party, although at first instance cost to be borne by contesting party.

9.16 Following the review of the Claim and accompanying documents, Exhibit "E" to this Settlement Agreement and the resolution of any Dispute(s) that may have been issued, the Claims Administrator shall adjudicate the claim of the Class Member and the level of compensation to which each is entitled. The decision of the Claims Administrator is final and binding and there shall be no right of appeal or other recourse to any court or tribunal from the decision.

9.17 The Parties agree that any Claim is categorized by the Claims Administrator as a Level 5 Family Class, in accordance with the Individual Payments Distribution Protocol at Exhibit E, will proceed as a Dispute.

9.18 No Proceeding shall be commenced or continued against the Claims Administrator except with the written consent of the Claims Administrator or with leave of the Court.

10 PAYMENT TO ALBERTA

10.1 At the end of the proceedings following the decision of the Claims Administrator in accordance with the Individual Payments Distribution Protocol and in accordance with Sections 2, 6 and 7 of this Settlement Agreement, the Claims Administrator shall pay the Alberta Provincial Health Insurer Payment to Alberta in accordance with directions provided by the Provincial Health Insurer for Alberta and this Settlement Agreement.

10.2 All payments made under this Settlement Agreement shall be full and final and include all obligations, payments or costs potentially payable to Alberta in relation to the Health Care Costs incurred in accordance with the *Crown's Right of Recovery Act*, SA 2009, c C-35.

10.3 All payments made by the Defendants and/or Third Party Defendant to Alberta are conditional on them executing a release in the form attached as Exhibit "K".

11 OPT OUTS

11.1 If a Class Member opts out of the Class he or she is not entitled to any relief under this Settlement Agreement.

11.2 Those Class Members wishing to opt out of the class must do so before the Opt Out Deadline has expired.

11.3 Any persons who do not opt out are barred from commencing an action against the Defendants and/or Third Party Defendant at a later date.

11.4 Those Class Members wishing to Opt Out of the settlement must do so by providing notice to Class Counsel in the form attached as Exhibit "J", to be approved by the Court.

12 RELEASE OF RELEASEES

12.1 Upon the Effective Date, and for consideration provided in this Settlement Agreement, each Class Member, who is not an Opt-Out, will fully, finally and forever release, relinquish, acquit and discharge the Releasees from and for the Released Claims, and shall not now or hereafter institute, maintain, or assert on their own behalf, on behalf of the Class, or on behalf of any other person or entity, any Released Claim or Released Claims.

12.2 Without limiting any other provision herein, upon the Effective Date, each Class Member who is not an Opt-Out, whether or not he or she submits a claim, or otherwise receives an award, will be deemed by the Settlement Agreement completely and unconditionally to have released and forever discharged the Releasees from all Released Claims.

12.3 The Parties agree that, upon the Effective Date, each Class Member who is not an Opt-Out, whether or not he or she submits a claim or otherwise receives an award, 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 Releasees any Released Claims.

12.4 The release contemplated in this section shall be considered a material term of this Settlement Agreement and the failure of the Court to approve the release contemplated herein shall give rise to a right of termination by the Defendants and Third Party Defendant.

13 DISMISSAL OF THE ACTION

13.1 Class Counsel shall bring such motions as are necessary to dismiss the Action with prejudice and without costs as against the Defendants and the Third Party Defendant.

13.2 Upon the Effective Date, each Class Member who has not opted out of the Action shall be deemed to irrevocably consent to the dismissal of the Action, without costs and with prejudice.

14 TERMINATION

14.1 This Settlement Agreement may be terminated by the Plaintiff, Defendants and/or the Third Party Defendant if:

- (a) The releases and covenants contemplated in Section 12 are not abided by;
- (b) the form and content of any of the orders departs materially from the form and content of the orders as agreed upon by the Plaintiff and the Defendants and Third Party Defendant;
- (c) the form and content of any of the Orders approved by the Courts departs materially from the form and content of the orders agreed upon by the Plaintiff and the Defendants and Third Party Defendant;
- (d) the court declines to approve this Settlement Agreement or any material term or part thereof;
- (e) the Court declines to dismiss the Action; or

- (f) the Court approves the Settlement Agreement in a materially modified form.

14.2 The Defendants, and Third Party Defendant, in their sole discretion, have the option to terminate this Settlement Agreement in the event that the releases and covenants are not complied with.

14.3 If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason it shall be null and void, have no further force and effect, shall not be used as evidence or otherwise in litigation.

14.4 Any order, ruling or determination made by the Court with respect to Class Counsel Fees or the Individual Payments Distribution Protocol set out in Exhibit "E" shall not be deemed to be a material modification of all, or part of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

14.5 In the event this Settlement Agreement is terminated in accordance with its terms:

- (a) the Parties will be restored to their respective positions prior to the execution of this Settlement Agreement;
- (b) this Settlement Agreement shall be null and void and will have no further force and effect and no effect on the rights of the Parties except as specifically provided for herein;
- (c) this Settlement Agreement, and all negotiations, statements and proceedings relating to this Settlement Agreement shall be without prejudice to the rights of all Parties, all of whom shall be restored to their respective positions existing immediately before this Settlement Agreement; and
- (d) The Parties agree that whether or not it is approved by Court, this Settlement Agreement and the fact of its negotiation and execution shall not constitute any admission by the Defendants or the Third Party Defendant or be used against the Defendants or the Third Party Defendant for any purpose in this or any other proceeding in Canada or

elsewhere in the world and, without limiting the generality of the foregoing, this Settlement Agreement and the fact of its negotiation and execution shall not constitute an admission or be used by anyone (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 these or other proceedings in any province.

14.6 Notwithstanding the provisions of Section 14.5, if this Agreement is terminated, the provisions of this Section and Sections 2, 16.1, 17.9 and the Recitals and Definitions applicable thereto, shall survive termination and shall continue in full force and effect.

14.7 Following termination of the Settlement Agreement, Class Counsel shall return to the Defendants and Third Party Defendant the Settlement Amount plus all accrued interest thereon, within thirty (30) business days of termination in accordance with this Settlement Agreement.

14.8 The Plaintiff, Defendants and Third Party Defendant expressly reserve all of their respective rights if this Settlement Agreement is terminated.

15 CLASS COUNSEL'S FEES AND DISBURSEMENTS

15.1 At the time of the Settlement Approval Hearing, Class Counsel shall seek approval of their fees, disbursements and applicable taxes in accordance with their retainer agreements with the Plaintiff.

16 NO ADMISSION OF LIABILITY

16.1 The Parties agree that, whether or not this Settlement Agreement is finally approved or is terminated, 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 deemed, construed, or interpreted to be an admission of any violation of any statute or law, or any wrongdoing or liability by the Releasees, or the truth of any of the claims or allegations made in the Action.

17 MISCELLANEOUS

17.1 The Parties may apply to the Court for direction in respect of the interpretation, implementation and administration of this Settlement Agreement.

17.2 All motions contemplated by this Settlement Agreement shall be on notice to the Parties. There shall be no costs to any party.

17.3 Amendments to the Settlement Agreement

(a) Where the Parties agree that an amendment is necessary to the Settlement Agreement, a motion may be brought on consent to the Court for the purpose of approving said amendment to the terms of this Settlement Agreement.

17.4 Construction of Agreement

(a) Except as set out herein with respect to the Individual Payments Distribution Protocol, this Settlement Agreement shall be deemed to have been mutually prepared by the signatories hereto and shall not be construed against any of them solely by reason of authorship.

(b) The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

17.5 Entire Agreement

(a) This Settlement Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior understandings, representations, negotiations, discussions, and agreements, either oral or written, which may have occurred prior to the execution of this Settlement Agreement. There are no other representations between the Parties in connection with the subject matter of this Settlement Agreement except as specifically set forth herein and

none have been relied upon by the Parties in entering into this Settlement Agreement.

17.6 Ongoing Authority

- (a) Following the Final Order, the Court will retain exclusive jurisdiction over the Action, and over all Parties named or described herein, as well as all Class Members.
- (b) Following the Final Order, the Court will also retain exclusive jurisdiction over this Settlement Agreement to ensure that all payments and disbursements are properly made, and to interpret and enforce the terms, conditions and obligations of this Settlement Agreement.

17.7 Applicable Law

- (a) The Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Alberta.

17.8 Communication with Class Members

- (a) All written communications from the Claims Administrator to Class Members shall be made by regular mail or email where available to such Class Member's last mailing address provided by the Class Member to the Claims Administrator. Class Members shall keep the Claims Administrator apprised of their current mailing address and email address.

17.9 Confidentiality of and Access to Class Member Information

- (a) Any information provided by or regarding a Class Member or otherwise obtained pursuant to this Settlement Agreement shall be kept strictly confidential and shall not be disclosed, except to appropriate persons to the extent necessary to process claims, and/or to provide benefits under this Settlement Agreement, or as otherwise expressly provided in this Settlement Agreement. All Class Members shall be deemed to have consented to the disclosure of all this information for these purposes.

(b) Class Counsel, counsel for the Defendants, and counsel for the Third Party Defendant shall have access to all information maintained by the Claims Administrator regarding Class Members, and the processing and payment of claims.

17.10 Notices

(a) All communications to be provided pursuant to or in connection with this Settlement Agreement shall be in writing and shall be delivered personally or sent by overnight delivery service, costs prepaid to the Parties at the addresses set forth below, or to such other individuals and addresses as Class Counsel or the Defendants or the Third Party Defendant may designate from time to time.

If to Class Counsel:

JAMES H. BROWN AND ASSOCIATES
2400 Sun Life Place
10123 – 99 Street
Edmonton, Alberta T5J 3H1

Attention: Nicole K. Keefer

- and -

NAPOLI SHKLONIK CANADA
Plaza 1000, Suite 400
1000 - 7 Avenue S.W.
Calgary, AB T2P 5L5

Attention: Clint Docken, K.C.

If to the Defendants' Counsel:

BRANCH MACMASTER LLP
777 Hornby Street #1410,
Vancouver, BC V6Z 1S4

Attention: Jacqueline Palef / Christopher Rhone
Counsel for the Insurer for "The Meat Shop at Pine Haven"

- and -

BENNET JONES LLP
Suite 1400, TD Bank Tower
10220 103 Ave, NW
Edmonton, AB T5J 0K4

Attention: Jonathan Hillson

Counsel for the Defendants,
Pine Haven Hutterite Colony and Hutterian Brethren Church of Pine
Haven

If to Third Party Defendant's Counsel

BROWNLEE LLP
Barristers & Solicitors
2200-10155 102 St. NW,
Edmonton, AB T5J 4G6

Attention: Angela Kos
Counsel for the Third-Party Defendant

17.11 Confidentiality

- (a) The Parties agree that no public statements shall be made regarding the Action or its settlement, which are in any way inconsistent with the terms of the Settlement Agreement. In particular, the Parties agree that any public statements regarding this Action will indicate clearly that the settlement has been negotiated, agreed and approved by the Court of King's Bench Alberta without any admissions or findings of liability or wrongdoing, and without any admissions or conclusions as to the truth of any of the facts alleged in the Proceedings, all of which are specifically denied.
- (b) The Parties and their counsel agree that when commenting publicly on the Action settled pursuant to this Settlement Agreement, they shall, except as may be required by law or for the Defendants and/or Third Party Defendant to meet their business needs, decline to comment in a manner that places the conduct of any Party in a negative light or reveals anything said during the settlement negotiations.

17.12 Interpretation of Agreement

- (a) All disputes relating to the proper interpretation of this Settlement Agreement shall be resolved by application to the Court.

17.13 Execution and Processing of Settlement Agreement

- (a) The Parties and their respective counsel shall expeditiously do all things as may be reasonably required to give effect to this Settlement Agreement.
- (b) The Parties agree that this Settlement Agreement may be executed by their respective counsel.
- (c) The Parties agree that this Settlement Agreement may be executed in counterparts, each of which shall be deemed to be an original for all purposes and executed counterparts taken together shall constitute the complete Settlement Agreement.

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

NICOLE K. KEELER



James H. Brown & Associates
Class Counsel

CLINT G. DOCKEN



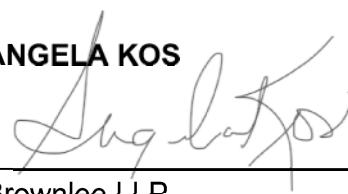
Napoli Shkolnik Canada
Class Counsel

JACQUELINE PALEF/CHRISTOPHER RHONE



Branch MacMaster LLP
Counsel for the Insurer for "The Meat Shop at Pine
Haven"

ANGELA KOS



Brownlee LLP

Counsel for the Third Party Defendant

JONATHAN HILLSON



Bennett Jones LLP

Counsel for the Defendants, Pine Haven Hutterite
Colony and Hutterian Brethren Church of Pine Haven

**THE MEAT SHOP AT PINE HAVEN/HUTTERIAN BRETHREN CHURCH OF PINE HAVEN
CLASS ACTION**

NOTICE OF CERTIFICATION AND PROPOSED SETTLEMENT

Your rights might be affected by this Notice if you purchased or consumed recalled pork.

Pine Haven Hutterite Colony, Hutterian Brethren Church of Pine Haven, and 1890063 Alberta Ltd., have agreed to pay up to CDN \$855,000 to resolve all claims including bodily injury claims alleged as a result of having consumed certain E-coli tainted pork as recalled by notices including on April 24, 25, 26 and 27, and May 2, 2018.

The proposed settlement must be approved by the Court. An application to approve the settlement will be heard in Edmonton, Alberta on _____, 2025 at _____.

Proposed Distribution of the Settlement Funds

At the settlement approval hearing, the Alberta Court will be asked to approve a protocol for distribution of the settlement funds. Visit www. for more information. After the approval hearing, a further notice will be distributed regarding the process and deadline for filing a claim. To ensure that you receive this notice, please register online at www..

Excluding Yourself or Objecting.

On September 15, 2022, the Alberta Court certified this action as a class action, with reasons indexed as 2022 ABKB 621. If you do not want to be part of the class action, you can exclude yourself ("opt-out") by delivering a written opt-out request by email, mail, or courier to nkeeler@jameshbrown.com at James H. Brown & Associates LLP no later than 4:30 p.m. M.S.T on _____. If you wish to object to the settlement, you must send a written objection to James H. Brown & Associates LLP by _____, 2025. Visit www. for more information.

The law firms of James H. Brown & Associates LLP and Napoli Shkolnik Canada are Class Counsel. At the court application, Class Counsel may request approval of legal costs.

QUESTIONS? VISIT www.

Email: _____ or call 1-800 _____

COURT FILE NUMBER	1803 08418	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
PLAINTIFF(S)	NORA ROMERO as REPRESENTATIVE PLAINTIFF	
DEFENDANT(S)	THE MEAT SHOP AT PINE HAVEN and PINE HAVEN HUTTERITE COLONY and HUTTERIAN BRETHREN CHURCH OF PINE HAVEN	
THIRD PARTY DEFENDANTS	1890063 ALBERTA LTD., CARRYING ON BUSINESS UNDER THE STYLE OF MAMA NITA'S BINALOT, 1950331 ALBERTA LTD., CARRYING ON BUSSINESS UNDER THE STYLE OF MAMA NITA'S BINALOT	
DOCUMENT	Approval Hearing Notice Order	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Nicole K. Keeler James H. Brown and Associates 2400 Sunlife Place 10123 99 Street Edmonton, Alberta T5J 3H1 Tel: (780) 428-0088 Fax: (780) 428-7788	
	Clint Docken, K.C. Napoli Shklonik Canada Plaza 1000, Suite 400 1000 – 7 Avenue S.W. Calgary, AB T2P 5L5 Tel: 1-888-531-0675 Fax: (587)-842-5202	

DATE ON WHICH ORDER WAS PRONOUNCED: _____

NAME OF JUDGE WHO MADE THIS ORDER: _____

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton

UPON THE APPLICATION filed by the Plaintiff, Nora Romero; **AND UPON READING** the Affidavit of Nora Romero, sworn _____; **AND UPON HEARING** submissions from counsel;

IT IS HEREBY ORDERED THAT:

1. The Approval Hearing Notice is approved and is to be substantially in the form attached hereto as Schedule “A”.
2. The Notice Plan for dissemination of the Approval Hearing Notice to putative settlement class members (the “Notice Plan”) is approved and is to be substantially as set out in the Notice Plan attached hereto as Schedule “B”;
3. The Approval Hearing Notice shall be disseminated in accordance with the Notice Plan;
4. MNP Ltd. is hereby appointed as the Claims Administrator pursuant to Section 2.18 of the Class Action Settlement Agreement;
5. No proceedings shall be commenced or against the Claims Administrator, except with the written consent of the Claims Administrator or with leave of this Honourable Court;
6. For purposes of administration and enforcement of this Order, this Honourable Court will retain an ongoing supervisory role and MNP Ltd. acknowledges and attorns to the jurisdiction of this Honourable Court solely for the purpose of implementing, administering and enforcing this Order.

J.C.K.B.A.

Approval Hearing Notice Plan

A. Notice by Mail and Email

1. The Claims Administrator, within 45 days of the grant of the Approval Hearing Notice Order, shall mail the Approval Hearing Notice to each mailing address of record for putative members of the Class and will email the Approval Hearing Notice to all putative members of the Class for whom valid email addresses are known to Class Counsel.

B. Newspaper Notice

2. The Approval Hearing Notice will, within 45 days of the grant of the Approval Hearing Notice Order, be published once in the following papers:
 - a. *Edmonton Journal*
 - b. *Edmonton Sun*

C. Class Counsel Notice

3. The Approval Hearing Notice shall be placed on the respective websites of Class Counsel.

Exhibit "D"

Clerk's Stamp

COURT FILE NUMBER	1803 08418
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF(S)	NORA ROMERO as REPRESENTATIVE PLAINTIFF
DEFENDANT(S)	THE MEAT SHOP AT PINE HAVEN and PINE HAVEN HUTTERITE COLONY and HUTTERIAN BRETHREN CHURCH OF PINE HAVEN
THIRD PARTY DEFENDANTS	1890063 ALBERTA LTD., CARRYING ON BUSINESS UNDER THE STYLE OF MAMA NITA'S BINALOT, 1950331 ALBERTA LTD., CARRYING ON BUSSINESS UNDER THE STYLE OF MAMA NITA'S BINALOT

DOCUMENT **Approval Order**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

Nicole K. Keeler
James H. Brown and Associates
2400 Sunlife Place
10123 99 Street
Edmonton, Alberta T5J 3H1
Tel: (780) 428-0088
Fax: (780) 428-7788

Clint Docken, K.C.
Napoli Shklonik Canada
Plaza 1000, Suite 400
1000 – 7 Avenue S.W.
Calgary, AB T2P 5L5
Tel: 1-888-531-0675
Fax: (587)-842-5202

DATE ON WHICH ORDER WAS PRONOUNCED:

NAME OF JUDGE WHO MADE THIS ORDER:

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton

ON THE APPLICATION of the Plaintiff; and hearing the submissions of Counsel for the Plaintiff and the Defendants and the Third Party Defendant, 1890063 Alberta Ltd., carrying on business under the style of Mama Nita's Binalot (the "**Third Party Defendant**"), and upon reading the pleadings and materials filed, and on being advised that the Plaintiff and the Defendants and the Third Party Defendant have entered into a settlement agreement dated _____, 2025 (the "**Settlement Agreement**"); and on being advised that the Plaintiff and the Defendants and the Third Party Defendant consent to this Order;

THIS COURT ORDERS that:

1. The Settlement Agreement, as attached at **Schedule "A"** is incorporated into this Order in its entirety and forms part of this Order, and the definitions in the Settlement Agreement shall be applied in interpreting this Order.
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. The Settlement Agreement is fair, reasonable and in the best interests of the Class and is hereby given final approval pursuant to section 35 of the *Class Proceedings Act*, SA 2003, c C-16.5 and shall be implemented in accordance with its terms and the terms of this Order.
4. This Order, including the Settlement Agreement, is binding upon the Parties and on every Class Member whether or not the Class Member claims or receives monetary compensation or value under the Settlement Agreement, unless the Class Member opted out before the expiry of the Opt Out Deadline.
5. This Order, including the Settlement Agreement, is binding upon each such Class Member including those persons who are minors or mentally incapable and the requirements of Rules 2.11 and 2.19 of the *Alberta Rules of Court* are dispensed with in respect of this proceeding.
6. The persons listed in the List of Opt-Outs, as attached at **Schedule "B"** and incorporated into this Order, have validly exercised their right to opt-out and are not Class Members.
7. Upon the Effective Date, the Releasees are forever, finally and absolutely released by the Class Members from the Released Claims.

8. Upon the Effective Date, Class Members are barred from making any claims or taking or continuing any proceeding arising out of, or relating to, the Released Claims, except as otherwise expressly provided for in the Settlement Agreement, against any Releasee or other person, corporation or entity that might claim damages and/or contribution and indemnity or other relief against any of the Defendants or Third Party Defendant.
9. This Honourable Court will retain continuing jurisdiction over the Settlement for the purposes of implementing, interpreting and enforcing the Settlement Agreement and this Order subject to the terms and conditions set out in the Settlement Agreement and this Order.
10. Class Counsels' Fees plus applicable taxes are approved and to be paid from the Settlement Amount within 30 days after the Effective Date.
11. On notice to the Court, but without further order of the Court, the Parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any of the provisions in the Settlement Agreement.
12. This Order may be endorsed in counterpart, electronically or by facsimile.

J.C.K.B.A

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO THE TERMS OF THIS ORDER:

CONSENTED TO
this ____ day of _____, 2025.

JAMES H. BROWN & ASSOCIATES LLP
Per: _____
Nicole K. Keeler
Counsel for the Plaintiff

CONSENTED TO
this ____ day of _____, 2025.

NAPOLI SHKOLNIK CANADA
Per: _____
Clint G. Docken, K.C.
Counsel for the Plaintiff

CONSENTED TO
this ____ day of _____, 2025.

BRANCH MACMASTER LLP

Per: _____
Jacqueline Palef/Christopher Rhone
Counsel for the Insurer for "The Meat
Shop at Pine Haven"

CONSENTED TO
this ____ day of _____, 2025.

BENNETT JONES LLP

Per: _____
Jonathan Hillson
Counsel for the Defendants, Pine
Haven Hutterite Colony and Hutterian
Brethren Church of Pine Haven

CONSENTED TO
this ____ day of _____, 2025.

BROWNLEE LLP

Per: _____
Angela Kos
Counsel for the Third Party Defendant

SCHEDULE "A"

Level	Criteria	Compensation
Level 1 (Claimants not admitted to hospital)	<p>A. Class Member suffered <u>one or more</u> of the following symptoms which resolved within 30 days or less without being admitted to hospital:</p> <ul style="list-style-type: none"> i. Diarrhea (watery or bloody); ii. Moderate to severe stomach cramps or tenderness; iii. Nausea; iv. Vomiting; or v. Bowel incontinence 	Lump sum payment of \$5,000.00 plus reimbursement of reasonable, documented special damages and wage loss sustained as a direct result of claimant's infection. Maximum all-inclusive cap of \$220,000.00 for all Level 1 claimants; pro rata distribution if actual claims exceed \$220,000.00
Level 2 (Hospitalization, Symptoms Resolved)	<p>A. Class Member suffered <u>one or more</u> of the symptoms listed in Level 1, <u>and</u>:</p> <ul style="list-style-type: none"> i. Satisfied the following criteria; <ul style="list-style-type: none"> a) Admitted to hospital for less than 20 days; and b) Symptoms have now resolved 	Lump sum payment of \$10,000.00 plus \$1,000 for each day or part thereof spent in hospital, plus reimbursement of all reasonable and documented wage loss and special damages suffered by them or parent or other direct family member as a direct result of the claimant's infection. Maximum all-inclusive cap of \$220,000.00 for all Level 2 claimants; pro rata distribution if actual claims exceed \$220,000.00
Level 3 (Hospitalization and on-going symptoms)	<p>A. Class Member suffered <u>one or more</u> of the symptoms listed in Level 1, <u>and</u>:</p> <ul style="list-style-type: none"> i. Satisfied the following criteria; <ul style="list-style-type: none"> a) Admitted to hospital for any period; and 	\$25,000.00 plus \$1,000 per day at a hospital, plus reimbursement of all reasonable and documented wage loss and special damages suffered by them or family members as a direct result of the claimant's infection.

	<p>b) Have on-going symptoms with medically supported evidence of continuing symptoms as a direct result of claimant's infection.</p>	Maximum all-inclusive cap of \$245,000.00 for all Level 3 claimants; pro rata distribution if actual claims exceed \$245,000.00
Level 4 (HUS or Kidney Failure)	<p>A. Class Member suffered <u>one or more</u> of the symptoms listed in Level 1, <u>and</u>:</p> <p>i. Satisfied one or more of the following criteria:</p> <p>a) Was diagnosed with haemolytic uremic syndrome (HUS) with medically supported evidence as a direct result of claimant's infection; or</p> <p>b) Kidney failure with medically supported evidence as a direct result of claimant's infection.</p>	<p>\$75,000.00 plus reimbursement of all reasonable and documented wage loss and special damages suffered by them or family members as a direct result of the claimant's infection</p> <p>Maximum all-inclusive cap of \$170,000.00 for all Level 4 claimants; pro rata distribution if actual claims exceed \$170,000.00</p>
Level 5 Family Class	A. Death of Class Member	There is one class member who falls within this category and the claim of that class member will be negotiated separately and not form part of the "Maximum Class Payment".

**THE MEAT SHOP AT PINE HAVEN/HUTTERIAN BRETHREN CHURCH OF PINE HAVEN
CLASS ACTION**

NOTICE OF SETTLEMENT APPROVAL AND CLAIM PROCESS

A settlement, which resolves the action in its entirety, has been approved by the Alberta Court in the class action relating to the 2018 recall of pork products processed and distributed by Pine Haven Hutterite Colony and Hutterian Brethren Church of Pine Haven operating under the name and style of The Meat Shop at Pine Haven, and 1890063 Alberta Ltd. carrying on business under the style of Mama Nita's Binalot.

The settlement provides up to \$855,000.00 CND to resolve bodily injury claims (i.e. claims for illness as a result of having consumed the recalled pork products).

Distribution of the Settlement Funds

The Alberta Court approved a protocol for the distribution of the Settlement Amount. Class Members can obtain additional information about the Distribution Protocol online at [website] or by calling 1-800 ____.

Claim Deadline

Class Members who wish to receive compensation from the Settlement Amount must submit a properly completed claim form with supporting documentation to the Claims Administrator MNP Ltd. online at www._____, no later than _____. If you do not have internet access, please call MNP Ltd. at 1-800 _____.

QUESTIONS? VISIT www._____.

Email: _____ or call 1-800 _____

Claim Notice Plan

A. Notice by Mail and Email

1. The Claims Administrator, within 45 days of the grant of the Claim Notice Order, shall mail the Claim Notice to each mailing address of record for class members and will email the Claim Notice to all class members for whom valid email addresses are known.

B. Newspaper Notice

2. The Claim Notice will, within 45 days of the grant of the Claim Notice Order, be published once in the following papers:
 - a. *Edmonton Journal*
 - b. *Edmonton Sun*

C. Class Counsel Notice

3. The Claim Notice shall be placed on the respective websites of Class Counsel.

**THE MEAT SHOP AT PINE HAVEN/MAMA NITA'S BINALOT ACTION GLOBAL SETTLEMENT
BODILY INJURY CLAIM FORM**

Section 1 - Class Member Identification

Class Member First Name _____ Last Name: _____

Address _____ P.O. Box _____

City _____ Province _____

Postal Code _____

Birth Date Year _____ Month _____ Day _____

Provincial Health Care Number _____

Date of Death (if applicable) Year _____ Month _____ Day _____

Please attach the official death certificate

Home Phone _____ Work Phone _____

Section 2 - Representative Claimant Identification

This section is to be completed only if you are submitting a claim as the Representative of a Class Member. You MUST provide proof of your authority to act as the representative of a Class Member.

I am applying on behalf of a Class Member who is:

A minor (under 18 years of age)

Please enclose: (1) a copy of your authority to act (i.e. long-form birth certificate, baptismal certificate, court order or other proof of guardianship); and (2) a completed Acknowledgement of Responsibility (see Schedule A).

A person under legal disability

Please enclose a copy of your authority to act (i.e. power of attorney, etc.)

Deceased

Please enclose a copy of your authority to act (i.e. will, court order, etc.)

Representative Claimant First Name _____ Last Name _____

Address _____ P.O. Box _____

City _____ Province _____

Postal Code _____ Phone _____

Section 3 - Legal Representative Identification

This Section is to be completed ONLY If a lawyer or agent is representing the Claimant. If you complete this section, all correspondence will be sent to your legal representative.

Name of Law Firm or Agency

Lawyer's or Agent's Last Name _____ First Name _____

Address _____ P.O. Box _____

City _____ Province _____

Postal Code/Zip Code _____

Phone _____ Fax _____

Section 4 – Injury Source

Type of food causing illness: _____

Where was the food purchased: _____

When was the food purchased or acquired: _____

Where was the food prepared: _____

When was the food prepared: _____

Where was the food consumed: _____

When was the food consumed: _____

Section 5 - Bodily Injury Claim

Section 5(A) — Description of Symptoms

I, _____, hereby declare under penalty and perjury that the Class Member consumed Recalled Pork and suffered the following injury or illness as a result:

Please check all symptoms that the Class Member experienced:

- Diarrhea (watery or bloody). Length of time symptom lasted: _____
- Moderate to severe stomach cramps or tenderness. Length of time symptom lasted: _____
- Nausea. Length of time symptom lasted: _____
- Vomiting. Length of time symptom lasted: _____
- Bowel incontinence. Length of time symptom lasted: _____
- Other symptoms. Please specify and length of time symptoms lasted _____

Are any of the symptoms on-going?

Was the class member admitted overnight into a hospital?

Yes. Please specify name of hospital and duration of hospitalization:

Name of Hospital: _____

Number of Days: _____

No

Did the class member experience kidney failure?

Yes

Please describe _____

For how many days or months? _____

No

Was the class member diagnosed with haemolytic uremic syndrome (HUS)?

Yes

No

Did the class member die as result of his or her illness?

Yes

No

Section 5(B) Supporting Medical Documentation

Supporting medical documentation is as follows:

- (a) Physician's notes, hospital admission records, or other documents, created by a physician, hospital or other health care professional recording symptoms consistent with *E. Coli* O157 infection.
- (b) Physician's notes, hospital admission records, or other documents created by a physician, hospital, or other healthcare professional confirming diagnosis with *E. Coli* O157 infection.
- (c) If a class member did not seek any medical attention, verification of the same and identification of any witness to the injuries. Statutory Declaration that the Class Member consumed Recalled Pork and suffered illness or injury as a result (the "Statutory Declaration") and separate affidavit from the third-party witness to verify first-hand observation of the illness and impact on the claimant.

Section 6 -Special Damages

Describe any out of pocket expenses incurred by the class member or parent or direct family member as a result of the class members' illness. **All invoices, receipts and supporting documents MUST be attached to this Claim Form.**

Section 7 – Wage Loss

Employer verification of missed work and income loss MUST be attached to this Claim Form.

Wage Loss Claimed: \$ _____

Hourly Wage: _____

Number of Days Missed from Work: _____

Name of Employer: _____

Phone Number of Employer: _____

Email Address of Employer: _____

Section 8 — Release of Claims

I verify that I have NOT received compensation through other proceedings or private out-of-class settlements and/or provided a release in respect of the recall.

If you have received compensation or released claims, please provide the details here:

Compensation: \$ _____

Details of Claims Released: _____

Section 9 - Claimant Declaration and Authorization

The undersigned hereby consents to the disclosure of the information contained herein to the extent necessary to process this claim for benefits. The undersigned acknowledges and understands that this Claim Form is an official Court document sanctioned by the Court that presides over the Settlement and submitting this Claim Form to the Claims Administrator is equivalent to filing it with a Court.

The undersigned hereby authorizes the Claims Administrator to contact the Class Member as required in order to administer the claim.

After reviewing the information that has been supplied on this Claim Form, the undersigned declares under penalty of perjury that the information provided in this Claim Form is true and correct to the best of his/her knowledge, information and belief.

Date: _____

Claimant's Signature (or Claimant's Representative)

Printed Name of Claimant (or Claimant's Representative)

Date: _____

Signature of Claimant's Lawyer (if any)

Printed Name of Claimant's Lawyer

SCHEDULE A - GUARDIAN'S ACKNOWLEDGMENT OF RESPONSIBILITY

(*Minors' Property Act (Section 8)*)

This acknowledgment of responsibility is given by:

Name (name of guardian): _____

Address: _____

1. This acknowledgment of responsibility relates to the minor, _____ (name of minor); who was born on _____ (day, month, year:).
2. I am the minor's guardian because I am:
 the minor's mother or father
 appointed guardian by the deed or will of the minor's parent, _____ (name of parent) who is now deceased
 appointed guardian by a court order dated _____ (date of guardianship order).
3. I have the power and responsibility to make day-to-day decisions affecting the minor.
4. I request the Claims Administrator to deliver to me, to hold as trustee for the minor, money payable to the minor pursuant to the Settlement.
5. I will use or expend the money only for the minor's benefit.
6. When the minor reaches the age of 18 years I will account to the minor and transfer the balance of the money remaining at that time to the minor.

Date _____

Guardian's Signature _____

Witness _____

EXHIBIT "I"
DEFICIENCY LETTER

We are the Claims Administrator with respect to this Class Action Settlement.

We acknowledge receipt of your Claim Package in this matter.

We note the following deficiencies:

The deadline for you to provide a response to the deficiencies is 45 days from the date of this letter. Any additional information which is received by our office within 45 days from the date of this letter will be considered in determining the eligibility of your claim and any amount payable in respect of an Approved Claim in accordance with the Distribution Protocol.

All decisions of the Claims Administrator are final and not subject to any review.

OPT OUT FORM

Romero v Pine Haven Hutterite Colony and Hutterian Brethren Church of Pine Haven operating under the name and style of The Meat Shop at Pine Haven, Court of King's Bench of Alberta, Action No. 1803 08418

This is not a Claim Form. This form is only to be used by any potential member of the Class who wishes to be excluded from the Pine Haven Class Action. You must submit this Opt Out Form properly completed to opt out of the Pine Haven Class Action. Submitting this form excludes you from the class action and any future settlement of the class action. Do not use this form if you wish to receive compensation from any future settlement of the class action.

First and Last Name: _____

Current Address: _____

Phone Number: _____

Email Address: _____

Date of Birth: _____

Reason for Opting Out: _____

I understand that by opting out and excluding myself from the class action and any future settlement of the class action, I waive any and all rights that I may have to receive any money from the class action.

Date: _____ Signature _____

Send this completed Opt-Out Request Form by email, mail or courier to the following Class Counsel firm no later than **4:30 pm MST on _____** ("Opt-Out Deadline").

Nicole K. Keeler
James H. Brown & Associates LLP
2400 Sun Life Place, 10123 99 Street, Edmonton, AB T5J 3H1
Phone: (780) 428-0088
nkeeler@jameshbrown.com

An Opt-Out Request Form that does not contain all of the required information will not be valid, which means that you will be part of the Class Action.

For information on the Pine Haven Class Action:

- www.jameshbrown.com or www.NapoliLaw.ca
- Or by telephone: 1-855-428-0088 or 1-888-531-0675

EXHIBIT "K": PROVINCIAL HEALTH INSURER CONSENT AND RELEASE

WHEREAS the *Crown's Right of Recovery Act*, SA 2009, c C-35 (the "Act") permits a direct or subrogated claim (a "Claim") for the recovery of the Crown's costs of health services 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;

AND WHEREAS a proceeding bearing Court file number 1803 08418 was commenced in Alberta against Pine Haven Hutterite Colony and Hutterian Brethren Church of Pine Haven operating under the name and style of The Meat Shop at Pine Haven and (collectively, the "Defendants") on behalf of a proposed class of Canadian residents who purchased and/or consumed Recalled Pork (as defined in the Settlement Agreement) (the "Proceeding");

AND WHEREAS pursuant to a Settlement Agreement dated [date] (the "Settlement Agreement") the 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 Recalled Pork are to be fully resolved, on a national basis, without admission of liability;

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

IN CONSIDERATION OF the payment to the Provincial Health Insurer for Alberta as good and valuable consideration, (the "Alberta Provincial Health Insurer Payment" as defined in the Settlement Agreement) the receipt and sufficiency of which are hereby irrevocably acknowledged, the undersigned, [•], on behalf of the Provincial Health Insurer (hereinafter "Releasor"), releases 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 Act that permits the recovery of healthcare costs or medical expenses from third parties, whether known or unknown, past or future, direct or indirect or subrogated, relating in any way to the purchase and/or consumption of the Recalled Pork (as defined in the Settlement Agreement) by Class Members, including all subrogated and/or direct claims in respect of Class Members that were or could have been brought for the cost of medical care or treatment provided to Class Members, as well as medical screening or monitoring, arising from the facts alleged in the Proceeding, against the Releasees (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 Releasor.

AND THE RELEASOR 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 affecting the said release.

AND FOR THE SAID CONSIDERATION the Releasor covenants and agrees not to make a claim or to commence or take proceedings against any of the Released Parties, including any person, firm, partnership, business or corporation who or which might claim contribution from, or to be indemnified by the Released Parties, in respect of those matters to which this release applies.

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

IN WITNESS WHEREOF the Releasor [•] has hereunto set his/her hand and seal this day of , 2025.

Witness

Printed Name of Statutorily Designated
Official for the Provincial Health Insurer on
behalf of Alberta

Signature of Statutorily Designated Official for
the Provincial Health Insurer on behalf of
Alberta

Schedule “B”

Opt-Outs

1) L. K.

Schedule "C"

**THE MEAT SHOP AT PINE HAVEN/HUTTERIAN BRETHREN CHURCH OF PINE HAVEN
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The settlement provides up to \$855,000.00 CND, without admission or liability, to resolve bodily injury claims (i.e. claims for illness as a result of having consumed the recalled pork products).

Distribution of the Settlement Funds

The Alberta Court approved a protocol for the distribution of the Settlement Amount. Class Members can obtain additional information about the Distribution Protocol online at <https://www.jameshbrown.com/class-action-lawyers/e-coli-class-action/> or by calling 1-800-616-0088.

Claim Deadline

Class Members who wish to receive compensation from the Settlement Amount must submit a properly completed claim form with supporting documentation to the Claims Administrator MNP Ltd. online at www.mnp.ca/pinehavensettlement no later than **March 18, 2026**. If you do not have internet access, please call MNP Ltd. at 1-833-680-3637.

QUESTIONS? VISIT www.jameshbrown.com

Email: ClassAction@jameshbrown.com or pinehavensettlement@mnp.ca

1-800-616-0088

Claim Notice Plan

A. Notice by Mail and Email

1. Class Counsel, within 45 days of the grant of the Settlement Approval Order, shall email the Claim Notice to all members of the Class for whom valid email addresses are known to Class Counsel and if no known emails address, will mail the Claim Notice to each mailing address of record for members of the class.

B. Newspaper Notice

2. The Claim Notice will, within 45 days of the grant of the Settlement Approval Order, be published once in the following papers:
 - a. *Edmonton Journal*
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C. Class Counsel Notice

3. The Claim Notice shall be placed on the respective websites of Class Counsel.