

Maxim's Bakery Salmonella Class Action
Information Package For Claimants Accepting
A Settlement From Maxim's Bakery

I. SETTLEMENT WITH MAXIM'S BAKERY

A settlement has been reached with Maxim's Bakery to compensate people who became ill during an outbreak of Salmonella in British Columbia in August and September 2000.

II. GENERAL INSTRUCTIONS

These instructions summarize the terms of the Settlement Agreement with Maxim's Bakery. A copy of the Settlement Agreement is enclosed with this information package. If there is any inconsistency between this information package and the Settlement Agreement, the Settlement Agreement will govern.

III. CLASS MEMBERS

The following people are entitled to compensation:

Persons who:

- (a) were residents of British Columbia at the date of the certification of this action (April 11, 2002);
- (b) were infected with Salmonella *enteritidis* in August or September 2000 after eating baked goods purchased from Maxim's Bakery ("Tainted Pastry"); and
- (c) do not opt out of this action.

Persons of legal capacity who have accepted a settlement offer and have signed a release in favour of Maxim's Bakery in respect of the Salmonella outbreak in British Columbia are excluded from the settlement.

IV. COMPENSATION

The settlement divides claimants into three classes. The compensation scheme for each class is as follows:

Category 1

- a. Category 1 shall include all Class Members who were infected with Salmonella as a result of consuming the Tainted Pastry and who were not admitted to hospital.
- b. Maxim's shall pay each eligible Category 1 Class Member a lump sum of \$3,750.00 and reimbursement of all reasonable and documented special damages

suffered by the claimant or the claimant's family as a direct result of the Salmonella infection.

Category 2

- c. Category 2 shall include all Class Members who were admitted to hospital for less than 30 days due to the Salmonella infection as result of consuming the Tainted Pastry and whose symptoms arising from the infection have now resolved.
- a. Maxim's shall pay each eligible Category 2 Class Member the greater of:
 - i. a lump sum of \$6,500.00 plus an additional lump sum of \$600.00 for each day or part thereof spent in hospital
OR
 - ii. a lump sum of \$10,000.00.
- b. Maxim's shall also reimburse each eligible Category 2 Class Member for all reasonable and documented special damages suffered by the claimant or the claimant's family as a direct result of the Salmonella infection.

Category 3

- f. Category 3 shall include all those Class Members not falling within Category 1 or 2 who provide medically supported evidence of continuing symptoms relating to the Salmonella infection.
- g. Category 3 shall also include all Class Members who were admitted to hospital for 30 days or longer due to the Salmonella infection.
- h. Compensation for a Category 3 Class Member shall be as agreed by the Class Member and Maxim's. If the parties are unable to agree, the dispute shall be mediated. The Class Member and counsel for Maxim's, both acting reasonably, shall agree on the appointment of a mediator. Disputes not resolved through mediation shall be referred to and resolved by a Court appointed referee whose decision shall be binding on the parties and shall not be subject to further appeal or review. Maxim's shall bear the costs of the mediation and/or referee.

Exceptional Category 1 Claims

- i. A Category 1 Class Member who has medically supported evidence of continuing symptoms due to the Salmonella infection may, with leave of court, have the claim adjudicated in the same manner as a Category 3 claimant. If the Court denies leave, the class member shall have 30 days from the date of the denial of leave to opt out of the Class Action.

Settlements Involving Minors

- j. All Category 3 and Exceptional Category 1 settlements involving minors shall be subject to the approval of the Public Guardian and Trustee and the Court, in accordance with the provisions of the *Infants Act*, R.S.B.C. 1996, Ch. 223.

Settlements Involving Mentally Incapable Adults

- k. All Category 3 and Exceptional Category 1 settlements involving mentally incapable adults shall be subject to the approval of the court, in accordance with the provisions of the Supreme Court Rules (Rule 6).

"Special damages" include expenses that have not been reimbursed (such as medicines, uninsured medical treatments, transportation, parking, and lost wages).

V. CLAIMS

Each claimant or his/her representative must mail or deliver a completed claim form (with all the required documents) to Maxim's Insurer, Sovereign General Insurance Company, on or before _____, 2002 or the claimant will lose his/her right to accept a settlement under the Settlement Agreement. Keep in mind that it takes time to complete the claim form and to obtain the required documents. Act now. DO NOT WAIT UNTIL THE LAST FEW WEEKS BEFORE THE DEADLINE.

VI. REPRESENTATION AND FEES

Class counsel's fees and disbursements were approved by the Court and will be deducted from the compensation payable to class members. Class counsel's fee is 30% of the compensation payable to each class member plus 1% as a contribution towards disbursements (for a total of 31% of the compensation payable to each class member) plus P.S.T. and G.S.T.

A class member may hire a lawyer for advice concerning his/her claim and to prepare and file the claim. The fees and other costs charged by a class member's own lawyer are governed by the ordinary rules respecting individual lawyer/client fee agreements in British Columbia.

If you need help or advice regarding this information package, the claim form or anything else related to your claim, you may want to hire a lawyer at your own expense.

VII. DEADLINE FOR CLAIMS

To be eligible to receive compensation under the Settlement Agreement EACH CLAIMANT MUST MAIL OR DELIVER the following documents to Sovereign General Insurance Company on or before _____, 2002:

- (a) Completed claim form.
- (b) Test results verifying infection with *Salmonella enteritidis* in August or September 2000.
- (c) If you were admitted to hospital, the hospital admission and discharge summaries showing the dates, times, place, and reason for admission to hospital.
- (d) If you are claiming ongoing symptoms, medical records or a report from a licensed physician documenting ongoing symptoms from the *Salmonella* infection and documenting all injuries for which compensation is claimed.
- (e) An Authorization for Release of Medical Records in the form enclosed. A separate medical authorization form must be signed for each hospital or doctor that treated the claimant.
- (f) A copy of the claimant's Birth Certificate or other proof of the claimant's date of birth.
- (g) A Statutory Declaration in the form enclosed.
- (h) An Authorization for Release of Employment Information for each claimant or for a family member who lost wages as a direct result of the claimant's infection in the form enclosed.

If the completed claim form and all required documents are not mailed or delivered to Sovereign General Insurance Company on or before _____ 2002, the claimant will be not be entitled to receive any compensation under the Settlement Agreement.

Remember to keep copies of everything that you send to Sovereign General Insurance Company. It would also be wise to send your documents by registered mail.

CLASS COUNSEL:

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CLAIMS ADMINISTRATOR

Sovereign General Insurance Company
 1400 – 1095 West Pender Street
 Vancouver, B.C. V6E 2M6
 Telephone: (604) 602-8300
 Toll Free: 1-800-663-1924
 Claims Toll Free: 1-800-665-3993
 Fax: (604) 681-4303
 Claims Fax: (602) 602-1057