

BETWEEN:


HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA

-and-

SHIRLEY ADRIAN, DEBBIE ANDERSON, RICHARD EDWARD AUTEN,
JAMES EDGAR BAKER, CONSTANCE DOREEN BAKER, JEFF BEESTON,
ISABELL BRESSE, JOHN BRESSE, HARRY CHICHAK, BRIAN EDWIN
FERGUSON, RON GEORGE, JANICE PATRICIA HAMMOND, DELORES
HICKMOTT, GARY HICKMOTT, JAMES MILTON JOBE, BRIAN W.
JOHNSON, WENDY LEE RAMEY, MARLENE DOROTHY KEEP, DENNIS
KEEP, CAROL DIANNE KNOTT, BYRON KNOTT, LAURA CATHERINE
KRISTIANSON, RALPH SAMUEL KRISTIANSON, KIMBERLY ANN LEBEUF,
ALEXANDER PATRICK NOWOSAD, ELENA RICIOPPPO, DALVINO
RICIOPPPO, SHANNON RICKETTS, KEVIN ROE, KATHY ROMANIW, ELLEN
SANDERSON, JEAN DARLENE SNIPES, RICHARD JOSEPH LIPSCOMBE,
DEBORAH ANNE STABRYLA, ELIZABTH TREAU, GUISEPPE VOLPE and
JUNE VOLPE, *plaintiffs in the Alberta Class Action*

ALBERTA
PRE-1986/ POST-1990 HEPATITIS C
SETTLEMENT AGREEMENT

Alberta Justice
Civil Law Branch
9th Floor, 10011 - 109 Street NW
Edmonton, Alberta T5J 3S8



**ALBERTA
PRE-1986/POST-1990 HEPATITIS C
SETTLEMENT AGREEMENT**

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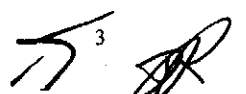
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**ALBERTA
PRE-1986/ POST-1990 HEPATITIS C
SETTLEMENT AGREEMENT**

THIS AGREEMENT is made as of the 24 day of JANUARY 2008

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA

-and-

**SHIRLEY ADRIAN, DEBBIE ANDERSON, RICHARD EDWARD AUTEN,
JAMES EDGAR BAKER, CONSTANCE DOREEN BAKER, JEFF BEESTON,
ISABELL BRESSE, JOHN BRESSE, HARRY CHICHAK, BRIAN EDWIN
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SANDERSON, JEAN DARLENE SNIPES, RICHARD JOSEPH LIPSCOMBE,
DEBORAH ANNE STABRYLA, ELIZABTH TREAU, GUISEPPE VOLPE and
JUNE VOLPE,**
plaintiffs in the Alberta Class Action

WHEREAS:

- A. The Parties wish to settle all outstanding claims against Her Majesty the Queen in right of Alberta, including Charter Claims, relating to or arising from the infection of persons with Hepatitis C through the blood system in Alberta during the Class Period;
- B. The Canadian Red Cross Society has settled claims with some Class Members;

C. The Federal Government and the Provinces and Territories have previously settled class actions with persons infected with Hepatitis C through the blood system in Canada between January 1, 1986 and July 1, 1990;

D. The Federal Government has previously settled the claims against it in the Alberta Class Action.

E. The Parties, subject to the Approval Order, have agreed to a present value approach whereby eligible Class Members will receive one time lump sum payments based on current disease level and the probability of disease progression;

F. Class Counsel and the representative Plaintiffs, subject to the Approval Order, agree that the balance of the Alberta Class Action be settled on the terms and conditions contained in this Agreement, as submitted to the Court for approval.

THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the Parties agree that, subject to the approval of this Agreement by the Court, all actions, causes of actions, liabilities, claims and demands whatsoever of the Class Members, including Charter Claims, relating to or arising from the infection of persons with Hepatitis C through the blood system during the Class Period, are to be settled on the terms set out in this Agreement.

Article One General

1.01 Definitions

In this Agreement, the following terms will have the following meanings:

"1986-1990 Hepatitis C Settlement Agreement" means the agreement dated June 15, 1999 entered into between the Federal Government, the Provinces, the Territories and the representative plaintiffs in class actions brought on behalf of people infected with Hepatitis C through the blood system in Canada between January 1, 1986 and July 1, 1990, and includes all existing schedules, appendices and approval orders;

"Administrator" means the administrator appointed from time to time by the Court pursuant to this Agreement;

“Alberta Class Action” means *Adrian v. Canada et al*, with the style of cause and action number stated in Schedule “A” attached hereto;

“Alberta HCV Infected Class Member” means collectively Alberta Primarily-Infected Class Members and Alberta Secondarily-Infected Persons. No person is an Alberta HCV Infected Class Member for the purposes of this Agreement if he or she is a Primarily-Infected Person, Primarily-Infected Hemophiliac, or Secondarily-Infected Person under the 1986-1990 Hepatitis C Settlement Agreement;

“Alberta HCV Infected Opt-Out Person” means a person who would otherwise be an Alberta HCV Infected Class Member but is not because he or she is an Opt-out Person;

“Alberta Primarily-Infected Class Member” means collectively “Alberta Primarily-Infected Person” and “Alberta Primarily-Infected Hemophiliac”. No person is an Alberta Primarily-Infected Class Member for the purposes of this Agreement if he or she is a Primarily-Infected Person or a Primarily-Infected Hemophiliac or Secondarily-Infected Person under the 1986-1990 Hepatitis C Settlement Agreement;

“Alberta Primarily-Infected Hemophiliac” means a person who:

- (a) has or had a congenital clotting factor defect or deficiency including a defect or deficiency in Factors V, VII, VIII, IX, XI, XII, XIII or von Willebrand factors;
- (b) received or took Blood in Alberta during the Class Period; and
- (c) is or was infected with HCV unless:
 - (i) it is established on balance of probabilities by the Administrator that such person was not infected for the first time with HCV by receiving Blood in Alberta during the Class Period;
 - (ii) such person used non-prescription intravenous drugs, and such person has failed to establish on the balance of probabilities that he or she was infected for the first time with HCV by Blood; or
 - (iii) such person opts-out of the Alberta Class Action;

“Alberta Primarily-Infected Opt-out Person” means a person who would otherwise be an Alberta Primarily-Infected Class Member but is not because he or she is an Alberta HCV Infected Opt-out Person;

“Alberta Primarily-Infected Person” means a person who received Blood in Alberta during the Class Period, including a person who has or had Thalassemia Major, and who is or was infected with HCV unless:

- (a) such person is an Alberta Primarily-Infected Hemophiliac;
- (b) it is established on the balance of probabilities by the Administrator that such person was not infected for the first time with HCV by receiving Blood in Alberta during the Class Period;
- (c) such person used non-prescription intravenous drugs, and such person has failed to establish on the balance of probabilities that he or she was infected for the first time with HCV by receiving Blood in Alberta during the Class Period; or
- (d) such person opts-out of the Alberta Class Action;

“Alberta Secondarily-Infected Person” means:

- (a) a Spouse of an Alberta Primarily-Infected Class Member or an Alberta Primarily-Infected Opt-out Person who is or was infected with HCV by such Alberta Primarily-Infected Class Member or Alberta Primarily-Infected Opt-out Person provided the claim of the Spouse is made:
 - (i) before the expiration of three years from the date the Alberta Primarily-Infected Class Member first makes a Claim, his or her HCV Personal Representative makes the first Claim on his or her behalf or the Alberta Primarily-Infected Class Member opts-out; or
 - (ii) in accordance with the provisions of Section 4.02, where the Primarily-Infected Class Member has not made a Claim; or
- (b) a Child of an Alberta HCV Infected Class Member or Alberta HCV Infected Opt-out Person, and who is or was infected with HCV by such Alberta HCV Infected Class Member or Alberta HCV Infected Opt-out Person;

but does not include:

- (c) such Spouse or Child, if he or she used non-prescription intravenous drugs, and fails to establish on the balance of probabilities that he or she is or was infected for the first time with HCV by:
 - (i) such Alberta Primarily-Infected Class Member or Alberta Primarily-Infected Class Member Opt-out Person, in the case of a Spouse; or
 - (ii) such Alberta HCV Infected Class Member or Alberta HCV Infected Opt-out Person, in the case of a Child; or
- (d) such Spouse or Child if he or she opts-out of the Alberta Class Action;

No person can be an Alberta Secondarily-Infected Person for the purposes of this Agreement if he or she is any of: a Primarily-Infected Person or Primarily-Infected Hemophiliac or Secondarily-Infected Person under the 1986-1990 Hepatitis C Settlement Agreement;

“Approval Date” means the date when the Approval Order becomes final;

“Approval Order” means the judgment or order of the Court certifying the Alberta Class Action and approving this Agreement as submitted, as fair, reasonable and in the best interests of the Class Members for the purposes of settlement of the Alberta Class Action pursuant to the *Class Proceedings Act* SA 2003 c. C-16.6, and the common law;

“Approved Class Member” means all Approved Alberta HCV Infected Class Members, all Approved HCV Personal Representatives and all Approved Family Members and Approved Dependants;

“Approved Dependant” means a Dependant whose Claim made pursuant to Section 3.03 has been accepted by the Administrator;

“Approved Family Member” the Spouse or Child under the age of 21 (twenty-one), as determined for the purposes of the Federal Settlement, of an Alberta HCV Infected Class Member whose Claim made pursuant to Section 3.01 has been accepted by the Administrator;

“Approved Alberta HCV Infected Class Member” means an HCV Infected Class Member whose Claim has been accepted by the Administrator;

“Approved HCV Personal Representative” means an HCV Personal Representative whose Claim under Section 4.06 has been accepted by the Administrator;

“Blood” means:

- (a) in the case of Primarily-Infected Persons, except those Primarily-Infected Persons who have or had Thalassemia Major, whole blood and the following blood products: packed red cells, platelets, plasma (fresh frozen and banked), white blood cells and cryoprecipitate. Blood does not include Albumin 5%, Albumin 25%, Factor VIII, Porcine Factor VIII, Factor IX, Factor VII, Cytomegalovirus Immune Globulin, Hepatitis B Immune Globulin, Rh Immune Globulin, Varicella Zoster Immune Globulin, Immune Serum Globulin, (FEIBA) FEVIII Inhibitor Bypassing Activity, Autoplex (Activate Prothrombin Complex), Tetanus Immune Globulin, Intravenous Immune Globulin (IVIG) and Antithrombin III (ATIII); and
- (b) in the case of Primarily-Infected Hemophiliacs and those Primarily-Infected Persons who have or had Thalassemia Major, whole blood and blood products including packed red cells, platelets, plasma (fresh frozen and banked), white blood cells and cryoprecipitate and clotting factor products including Factor VII, Factor VIII and Factor IX, supplied, directly or indirectly, by the Canadian Red Cross Society. Blood does not include Albumin 5%, Albumin 25%, Cytomegalovirus Immune Globulin, Hepatitis B Immune Globulin, Rh Immune Globulin, Varicella Zoster Immune Globulin, Immune Serum Globulin, Tetanus Immune Globulin, Intravenous Immune Globulin (IVIG) and Antithrombin III (ATIII);

“Business Day” means a day other than a Saturday or a Sunday or a day observed as a holiday under the laws of the Province of Alberta in which the person who needs to take action pursuant to this Agreement is situated or a holiday under federal laws applicable in Alberta;

“Charter Claims” means any claim, demand, actions or proceeding made pursuant to the *Canadian Charter of Rights and Freedoms, Constitution Act, 1982*,

and without limiting the generality of the foregoing, includes any claim whatsoever brought by a Class Member pursuant to s. 15 of the *Canadian Charter of Rights and Freedoms, Constitution Act, 1982* in any way relating to or arising from the infection of a Class Member with Hepatitis C through the blood system during the Class Period;

“Child” includes:

- (a) an adopted child;
- (b) a child conceived before and born alive after his or her parent's death; or
- (c) a child to whom a person has demonstrated a settled intention to treat as a child of his or her family;

but does not include a foster child placed in the home of an HCV Infected Class Member for valuable consideration;

“Claim” means a claim made and a claim that may be made in the future pursuant to the provisions of this Agreement;

“Class Counsel” means the law firms of Kolthammer Batchelor & Laidlaw LLP and Marshall Attorneys, and such further or other lawyers or law firms and their successors and assigns as may be appointed by the Court from time to time;

“Class Members” means all Alberta Primarily-Infected Class Members, all Alberta Secondarily-Infected Persons, all HCV Personal Representatives and all Family Members and Dependents, but excludes all persons who opt-out of the Alberta Class Action;

“Class Period” means collectively the period prior to January 1, 1986 and the period from July 2, 1990 to September 28, 1998, excluding the period from January 1, 1986 to July 1, 1990;

“Cohabit” means to live together in a conjugal relationship, whether within or outside marriage;

“Compensation Fund” means the sum of twenty six million dollars (\$26,000,000.00) less four million three hundred sixty eight thousand dollars

(\$4,368,000.00) or such lesser amount approved by the Court for past and future Class Counsel fees pursuant to Article 12;

“Compensation Plan” means the plan to provide compensation to Class Members for claims arising from or related to the infection of any Alberta HCV Infected Class Member through the blood system during the Class Period as set out in this Agreement;

“Court” means the Court of Queen’s Bench of Alberta;

“Dependant” means a Family Member of an Alberta HCV Infected Class Member referred to in clauses (a) and (c) of the definition of a Family Member in this Agreement to whom that Alberta HCV Infected Class Member was providing support or was under a legal obligation to provide support on the date of the Alberta HCV Infected Class Member’s death;

“Family Member” means:

- (a) the Spouse, Child, Grandchild, Parent, Grandparent or Sibling of an Alberta HCV Infected Class Member;
- (b) the Spouse of a Child, Grandchild, Parent or Grandparent of an Alberta HCV Infected Class Member;
- (c) a former Spouse of an Alberta HCV Infected Class Member;
- (d) a person who Cohabited with an Alberta HCV Infected Class Member for a period of at least one year with that Alberta HCV Infected Class Member immediately before his or her death;
- (e) a person who Cohabited with an Alberta HCV Infected Class Member at the date of the Alberta HCV Infected Class Member's death and to whom that Alberta HCV Infected Class Member was providing support or was under a legal obligation to provide support on the date of the Alberta HCV Infected Class Member 's death; and
- (f) any other person to whom an Alberta HCV Infected Class Member was providing support for a period of at least three years immediately prior to the Alberta HCV Infected Class Member's death unless any person described above opts-out of the Alberta Class Action;

“Federal Government” means the Government of Canada and the Attorney General of Canada;

“Federal Administrator” means the administrator appointed by the Court from time to time under the Federal Settlement;

“Federal Settlement” means the 2007 Agreement entered into between The Federal Government and the representative Plaintiffs in the Alberta Class Action brought on behalf of individuals infected with Hepatitis C through the blood system in Canada prior to January 1, 1986 and from July 2, 1990 through September 28, 1998 inclusive, and including all existing schedules, appendices, approval orders and amendments thereto;

“Government of Alberta” or **“GOA”** means Her Majesty the Queen in Right of Alberta;

“Grandchild” means the Child of a Child;

“Grandparent” means the Parent of a Parent;

“HCV” and **“Hepatitis C”** mean the Hepatitis C virus;

“HCV Antibody Test” means a Blood test performed in Canada using a commercially available assay acceptable to the Administrator demonstrating that the HCV antibody is present in the Blood of a person;

“HCV Drug Therapy” means interferon or ribavirin, used alone or in combination, or any other treatment that has a propensity to cause adverse side effects and that has been approved by the Court;

“HCV Personal Representative” means the Personal Representative of a Class Member, who is a minor or mentally incompetent, who does not opt-out of the Alberta Class Action who acted for the Class Member under the Federal Agreement;

“HIV” means the human immunodeficiency virus;

“HIV Secondarily-Infected Person” means a person who is entitled to receive compensation under Schedule C of the 1986-1990 Hepatitis C Settlement Agreement;

“Implementation Date” means the date 30 days after the Approval Date;

“Investment Advisors” means the investment advisors and their successors appointed by the Court from time to time pursuant to the provisions of this Agreement;

“Opt-in Period” for each class member residing outside of Alberta on the date of the Approval Order means the period specified in Section 4.02 (2);

“Opt-out Period” means 60 days from the date on which Notice of Certification is published, or such other period as may be agreed by the Parties and approved by the Court;

“Opt-out Person” means any person who opts-out of the Alberta Class Action;

“PCR Test” means a polymerase chain reaction test result from a commercially available assay acceptable to the Administrator demonstrating that HCV is present in a sample of Blood of the person;

“Parent” includes a person who has demonstrated a settled intention to treat a Child as a child of his or her family;

“Prime Rate” means the rate of interest per annum established and reported by the Bank of Montreal, or such other bank as the Court may direct, to the Bank of Canada from time to time as a reference rate of interest for the determination of interest rates that the Bank of Montreal, or such other bank as the Court may direct, charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada;

“Red Cross Settlement” means the Canadian Red Cross Society CCAA Amended Plan of Compromise and Arrangement as approved by the courts of Ontario, British Columbia and Quebec;

“Releasees” means GOA, each of the past, present, and future ministers and employees of GOA, each of the past and present agents of the Canadian Blood Agency, the Canadian Blood Committee and its members, including their respective past, present, and future parent, subsidiary and affiliated corporations, employees, agents, officers, directors, shareholders, volunteers, representatives, executors, administrators, successors and assigns. Each Releasee is a trustee for

the purpose of asserting the benefit of the release covenants in this Agreement for all Releasees except GOA and holds the benefit of those covenants on their behalf as well as on its own behalf. Notwithstanding the foregoing, neither the Crown in right of any other Province or Territory nor the Canadian Red Cross Society and its successors is a Releasee;

“Sibling” means a Child of one or both of the Parents of an Alberta HCV Infected Class Member;

“Spouse” means:

(a) either of two persons who,

(i) are married to each other;

(ii) have together entered into a marriage that is voidable or void, in good faith on the part of the person asserting a right under this Plan;

(iii) have Cohabited for at least two years; or

(iv) have Cohabited in a relationship of some permanence if they are the Parents of a Child;

“Termination Date” means the date on which the Court declares that this Agreement is terminated;

“Traceback Procedure” means a targeted search for and investigation of the donor and/or the units of Blood received by an HCV Infected Class Member;

“Trust Fund” at any time, means each of the following money and other assets that are at such time held by the Trustee pursuant to this Agreement:

(a) the Compensation Fund;

(b) any investments in which such funds may from time to time be invested;

(c) any proceeds of disposition of any investments; and

(d) all income, interest profit gains and accretions and additional assets, rights and benefits of any kind or nature whatsoever arising, directly or indirectly, from or in connection with or accruing to any of the foregoing.

1.02 No Admission of Legal Liability

GOA does not admit any of the allegations in the Alberta Class Action and nothing in this Agreement will be construed as an admission of liability by GOA.

1.03 No Additional Liability

On or after the Approval Date, the only obligations and liabilities of GOA, including its past, present and future Ministers and employees, past and present agents, and their respective successors, under this Agreement are those set out herein. For greater certainty GOA will not be liable to provide any additional funding beyond the funding set out herein.

1.04 Headings

The division of this Agreement into Articles, Sections and Appendices and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "herein", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Appendices are to Articles, Sections and Appendices of this Agreement.

1.05 Extended Meanings

In this Agreement, words importing the singular number include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and governmental authorities. The term "including" means "including without limiting the generality of the foregoing".

1.06 No Contra Proferentem

The Parties acknowledge that they have reviewed and participated in settling the terms of this Agreement and they agree that any rule of construction to the effect

that any ambiguity is to be resolved against the drafting Parties is not applicable in interpreting this Agreement.

1.07 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as enacted on the date hereof or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.08 Day for Any Action

Where the time on or by which any action required to be taken hereunder expires or falls on a day that is not a Business Day, such action may be done on the next succeeding day that is a Business Day.

1.09 Full and Final Release

In addition to the Releases set out in Article Eleven of this Agreement, and prior to receiving compensation under this Agreement, each Class Member will be required to provide a full and final release of all claims, including Charter claims, such Class Member ever had, now has or may hereafter have against the Releasees in any way arising from or related to the infection of any HCV Infected Class Member with Hepatitis C through the blood system during the Class Period. The release will be in a form substantially similar to "Schedule B" attached hereto.

1.10 Court Approval

This Agreement will not be effective and binding unless and until the Court has issued the Approval Order, and such Approval Order is final, but approval of this Agreement is not conditional on approval of Class Counsel fees.

1.11 Binding Nature of Agreement

(1) Notwithstanding Section 1.10, this Agreement will only become effective and be binding on GOA and the Class Members on the Implementation Date.

(2) Subject to Section 1.11(3), the Approval Order will constitute approval of this Agreement in respect of all Class Members residing within the Province of Alberta (including minors and mentally incompetent persons).

(3) Class Members residing outside of the Province of Alberta at the date of the Approval Order, may opt-in to this Agreement within their Opt-in Period, and the Agreement will then become binding upon them as Class Members.

1.12 Applicable Law

The interpretation of this Agreement will be governed by the Law of Alberta.

1.13 Final Order

For the purposes of this Agreement, a judgment or order becomes final when the time for appealing or seeking leave to appeal the judgment or order has expired without an appeal being taken or leave to appeal being sought or, in the event that an appeal is taken or leave to appeal is sought, when such appeal or leave to appeal and such further appeals as may be taken have been disposed of and the time for further appeal, if any, has expired.

1.14 Appendices

The following Appendices to this Agreement are incorporated into and form part of it by this reference as fully as if contained in the body of this Agreement:

- Schedule "A" – *Adrian v. Canada et al***
- Schedule "B" – Full and Final Release**
- Schedule "C" – Alberta Settlement Notice Program**

1.15 Currency

All references to currency in this Agreement are to lawful money of Canada.

Article Two

Compensation to Approved Alberta HCV Infected Class Members

2.01 Eligibility - Alberta Primarily-Infected Class Member

A person claiming to be an Alberta Primarily-Infected Class Member will be eligible for compensation under this Agreement only if:

- (a) They have been approved as a Primarily-Infected Class Member under the Federal Settlement, and;
- (b) They first received Blood in Alberta qualifying them for compensation under the Federal Settlement.

2.02 Eligibility - Alberta Secondarily-Infected Person

A person claiming to be an Alberta Secondarily-Infected Class Member will be eligible for compensation under this Agreement only if:

- (a) they have been approved for compensation as a Secondarily-Infected Person under the Federal Settlement, and;
- (b) they were infected by the first time by a Spouse who is an Alberta Primarily Infected Class Member or an Alberta Primarily Infected Opt-out Person, or by a Parent who is an Alberta HCV infected Class Member or an Alberta HCV Infected Opt-out Person, who first received Blood in Alberta qualifying them for compensation under the Federal Settlement.

2.03 Compensation to Approved Alberta HCV Infected Class Members

(1) Each Approved Alberta HCV Infected Class Member who is alive will be eligible for compensation under this Agreement equal to 22.5 % of the amount they have been approved for pursuant to Schedule C(1) to the Federal Settlement, after all applicable deductions contained in the Federal Settlement.

(2) Disease Level for the purpose of this Agreement will be determined as follows:

- (a) "Disease Level 1" means the Alberta HCV Infected Class Member has a positive HCV Antibody Test.
- (b) "Disease Level 2" means the Alberta HCV Infected Class Member has a positive PCR Test.
- (c) "Disease Level 3" means the Alberta HCV Infected Class Member has
 - (i) developed fibrous tissue in the portal areas of the liver with fibrous bands extending out from the portal area but without any

bridging to other portal tracts or to central veins (i.e., non-bridging fibrosis) or

(ii) received HCV Drug Therapy or

(iii) has met or meets a protocol for HCV Drug Therapy notwithstanding that such treatment was not recommended or, if recommended, has been declined.

(d) "Disease Level 4" means the Alberta HCV Infected Class Member has developed fibrous tissue in the portal areas of the liver with fibrous bands bridging to other portal areas or to central veins but without nodular formation or nodular regeneration ("bridging fibrosis").

(e) "Disease Level 5" means the Alberta HCV Infected Class Member has

(i) developed fibrous bands in the liver extending or bridging from portal area to portal area with the development of nodules and regeneration (i.e., cirrhosis), or (ii) in the absence of a liver biopsy demonstrating the presence of cirrhosis, a diagnosis of cirrhosis as follows:

a. hepato-splenomegaly and peripheral manifestations of liver disease such as gynecomastia in males, testicular atrophy, spider angiomas, protein malnutrition, palm or nail changes none of which are attributable to any cause other than cirrhosis; and/or

b. portal hypertension evidenced by splenomegaly, abnormal abdominal and chest wall veins, or esophageal varices, or ascites none of which are attributable to any cause but cirrhosis;

and

c. abnormal Blood tests for a minimum of three months demonstrating:

1. polyclonal increase in gamma globulins on a serum protein electrophoresis with decreased albumin;

2. significantly decreased platelet count not attributable to any other cause such as auto-immune causes; and
3. prolonged INR or Prothrombin time not attributable to any other cause.

or (iii) porphyria cutanea tarda which has failed to respond to a trial of phlebotomy, drug therapy, or the treatment of HCV and which is causing significant disfigurement and disability, or (iv) thrombocytopenia (low platelets) unresponsive to therapy, and which is associated with purpura or other spontaneous bleeding, or which results in excessive bleeding following trauma or a platelet count below 30×10^9 per ml., or (v) glomerulonephritis not requiring dialysis, which in any such case was caused by his or her infection with HCV.

(f) "Disease Level 6" means the Alberta HCV Infected Class Member has had a liver transplant or has developed (i) decompensation of the liver or (ii) hepatocellular cancer or (iii) B-cell lymphoma or (iv) symptomatic mixed cryoglobulinemia or (v) glomerulonephritis requiring dialysis or (vi) renal failure, which in any such case was caused by his or her infection with HCV.

(3) The evidence to be delivered pursuant to this Article is such medical evidence as is generally accepted by the medical profession and approved by the Court.

(4) Evidence that an Alberta Primarily-Infected Haemophiliac, has a medical condition referred to in Sections 2.03(2)(c), (d), (e), or (f) may be established on the balance of probabilities by the delivery of the opinion of a medically qualified expert based on non-invasive testing and diagnosis.

Article Three

Compensation to Approved Dependants and Approved Family Members

3.01 Eligibility - Family Member

To be eligible for Approved Family Member compensation, a person claiming to be a Family Member of an alive Alberta HCV Infected Class Member or an

Alberta HCV Infected Class Member whose death was caused by the Alberta HCV Infected Class Member's infection with HCV must:

- (a) have been approved for compensation under Schedule C(3)(a) under the Federal Settlement as a Family Member, and;
- (b) be the Spouse or Child under the age of 21 (twenty-one) of an Alberta HCV Infected Class Member who first received Blood in Alberta qualifying them for compensation under the Federal Settlement.

3.02 Compensation to Approved Family Members

(1) Each Approved Family Member will be paid compensation equal to 22.5 % of the amount that they have been approved for under Schedule C(3)(a) under the Federal Settlement, after all applicable deductions required under the Federal Settlement have been made.

(2) In the event that Family Members are approved for compensation under 3.02(2), or 3.02(6), of the Federal Settlement and such compensation is not allocated between Family Members and other claimants to those funds, compensation payable to the Approved Family Members of the Alberta HCV Infected Class Member shall be equal to 22.5% of 35% of the total amount awarded under 3.02(2), or 3.02(6), of the Federal Settlement, and such amount will be paid jointly to the Approved Family Members.

3.03 Eligibility - Dependant

(1) A person claiming to be a Dependant of an Alberta HCV Infected Class Member whose death was caused by the Alberta HCV Infected Class Member's infection with HCV must:

- (a) have been approved for compensation as a Dependant under the Federal Settlement;
- (b) be the Dependant of an Alberta HCV Infected Class Member who first received Blood in Alberta qualifying them for compensation under the Federal Settlement.

3.04 Compensation to Approved Dependants

(1) Dependants approved for compensation under this Agreement shall be entitled to compensation equal to 22.5 % of the compensation approved for them under the Federal Settlement as a Dependant of an HCV Infected Class Member, after all applicable deductions required under the Federal Settlement have been made.

(2) In the event that Dependants are approved for compensation under 3.02(2), or 3.02(6), of the Federal Settlement and such compensation is not allocated between Dependants and other claimants to those funds, compensation payable to the Approved Dependants of the Alberta HCV Infected Class Member shall be equal to 22.5 % of 23% of the total amount awarded under 3.02(2), or 3.02(6), of the Federal Settlement, and such amount will be paid jointly to the Approved Dependents.

Article Four Compensation – Miscellaneous

4.01 Claims Process and Opting-In

(1) Except as otherwise expressly provided for in this Agreement, the claimant will not provide a separate application form or materials to the Administrator. The claimant's application under the Federal Settlement will be used by the Administrator to assess eligibility for compensation under the terms of this Agreement.

(2) Upon the approval of an application made by a Class Member under the Federal Settlement, the Federal Administrator shall advise the Administrator of the Federal Administrator's decision on approval and assessment of the claim, the province in which the relevant Primarily Infected Class Member first received Blood qualifying the claimant for compensation, provide any source information submitted to or collected by the Federal Administrator with respect to the claimant's application, and the Class Member's contact information.

(3) Upon receiving the information required by Section 4.01(2), the Administrator shall then review the Class Member's eligibility for compensation under this Agreement, and if applicable calculate the amount of that compensation.

(4) If the Class Member is otherwise eligible for compensation in the amount of \$100.00 or more under this Agreement, the Administrator shall invite the Class Member to apply for compensation, advise the Class Member of amount calculated under subsection (3), and deliver a release in the form attached as Schedule "B" to the Class Member.

(5) The Class Member makes a claim under this Agreement by completing the release and returning it to the Administrator within the time limit set out in Section 4.02 (2).

(6) Class Members who reside outside Alberta on the date of the Approval Order opt-in to this Agreement by submitting a claim in accordance with this Section.

(7) The Administrator shall approve the claim upon return of the properly-executed release from the Class Member in accordance with this Article.

4.02 Claims Deadline

(1) The Administrator shall only consider the material received under Sections 4.01 and 14.01 and the executed release returned by the Class Member in considering the claim.

(2) Where the Administrator of this Agreement has provided a release to a Class Member under this Agreement for signature, the Class Member must return the executed release to the Administrator, postmarked no later than 180 days after it was originally mailed to the Class Member for signature in order to be eligible for compensation or to opt in to this Agreement.

(3) Notwithstanding any provision of this Agreement, the Administrator shall not consider any claim where the claim was made to the Federal Settlement outside the application deadlines contained in the Federal Settlement, and in no circumstances will the Administrator consider a claim submitted to the Federal Administrator after June 30, 2016.

4.03 Deductions

In the absence of fraud, any amount paid under this Agreement is not refundable if it is later determined that the recipient was not entitled to receive or be paid all or part of the amount so paid, but the recipient may be required to account for any

amount that he or she was not entitled to receive against any future payments that he or she would otherwise be entitled to receive under this Agreement.

4.04 Duration

No application for compensation will be accepted and no compensation will be paid under this Agreement prior to the Implementation Date or after the Termination Date.

4.05 Traceback Procedure

- (1) The Administrator under this Agreement shall not commence new Traceback Procedures but shall rely upon the information in the possession of the Federal Administrator in making determinations with respect to eligibility under this Agreement.
- (2) For the purposes of this Agreement, any receipt of Blood by a person which is confirmed to be HCV negative by a Traceback Procedure under the Federal Agreement will not qualify a person for compensation under this Agreement.
- (3) No person will be eligible for compensation under this Agreement on the basis of Blood received in Alberta for which a Traceback Procedure has been conducted and the donor has been found to be negative for Hepatitis C.
- (4) No person shall be eligible for compensation under this Agreement as a result of Blood received in Alberta if they had previously received Blood outside of Alberta for which no Traceback Procedure has been completed or a Traceback Procedure has been conducted for that out-of-province Blood and the result was either inconclusive or positive for Hepatitis C.
- (5) A person who received Blood in Alberta will not be barred from compensation under this Agreement solely because they had previously received Blood outside of the Province of Alberta which was a subject of a Traceback Procedure which confirmed the donor of that out-of-province Blood to be negative for Hepatitis C.

4.06 Personal Representatives of Minors or Incompetents

Where applicable, all acts necessary to resolve the claim of a Class Member who is a minor or incompetent shall be performed by the HCV Personal Representative of that minor or incompetent Class Member.

4.07 Protocol and Standard Operating Procedures

Standard Operating Procedures and Protocols may be agreed to by the Parties to the extent necessary to arrange for the framework within which to administer the Settlement.

4.08 Alberta Claims Experience Premium

(1) Subject to the sufficiency of the Compensation Fund, the Court may order that each Approved Alberta HCV Infected Class Member approved for compensation at levels 2 through 6 receive Alberta Claims Experience Premium payments at such times and in such amounts as directed by the Court.

(2) Class Counsel may apply to the Court 120 days or more after each of June 30, 2010 and June 30, 2016 to assess the financial sufficiency of the Compensation Fund and may seek directions as to the amounts and timing of the payment of the Alberta Claims Experience Premium.

(3) Amounts payable for the Alberta Claims Experience Premium shall not be linked to the amounts payable for the Federal Claims Experience Premium and will depend entirely upon the sufficiency of the funds provided for in this Agreement.

4.09 Indexing and Interest

(1) Interest will not accrue on amounts payable under this Agreement except as expressly provided for in this Agreement.

(2) For greater certainty, the amounts payable to Approved Class Members under this Agreement do not bear any prejudgment interest.

4.10 Sufficiency of the Fund and Disposition of Surplus

(1) The Parties agree that GOA will not be liable to provide further funding in the event that the Compensation Fund is inadequate to compensate all Class Members who have met the eligibility requirements. For greater certainty, any risk of insufficiency in the Compensation Fund will be borne by the Class Members.

(2) Upon application of Class Counsel, the Court may revise compensation amounts, revise entitlements to compensation, or give directions on the management of any insufficiency, or any combination of these.

(3) The Parties specifically agree that in exchange for the risk of insufficiency in the Compensation Fund being borne by the Class Members, any and all remaining funds remaining in the Compensation Fund upon the Termination Date shall be distributed as the Court may direct amongst the Class Members approved prior to the Termination Date.

4.11 Compensation for HIV Co-Infected Persons

(1) Any Alberta HCV Infected Class Member having received compensation under the Federal Settlement to which Section 5.10(1) of the Federal Settlement applied shall only be eligible for compensation equal to 22.5% of the compensation they received under the Federal Settlement after the application of Section 5.10(1) of the Federal Settlement, and only with respect to that pro rata portion of the claim paid by the Federal Administrator which related to Schedule C(1) compensation under the Federal Settlement.

(2) Any Alberta HCV Infected Class Member having received compensation under the Federal Settlement to which Section 5.10(2) of the Federal Settlement applied shall only be eligible for compensation equal to 22.5% of the compensation they received under the Federal Settlement, including all potential claims of his or her Approved Dependents or Approved Family Members, but such payment will not affect the personal claim of someone who is also an Alberta HCV Infected Person.

4.12 Thalassaemia Major

(1) Primarily-Infected Persons who have or had Thalassaemia Major are entitled to meet the required proof for compensation and to receive benefits under this Agreement, *mutatis mutandis*, as if they were Alberta Primarily-Infected Hemophiliacs and they are deemed, for the purposes of this Agreement, to be Alberta Primarily-Infected Hemophiliacs except that the proviso in Section 2.03(4) of this Agreement shall not apply to them.

(2) Where an Alberta Primarily-Infected Person who has or had Thalassaemia Major infects their Spouse and/or Children with HCV, the Spouse and or Children so infected, are entitled to meet the required proof for compensation and to receive benefits under this Agreement, *mutatis mutandis*, as if they were the Spouse and/or Children of Alberta Primarily-Infected Hemophiliacs and they are deemed, for the purposes of this Agreement, to be the Spouse and/or Children of Alberta Primarily-

Infected Hemophiliacs except that the proviso in Section 2.03(4) of this Agreement shall not apply to them.

(3) Dependants and Family Members of an Alberta Primarily-Infected Person who has or had Thalassemia Major, are entitled to meet the required proof for compensation and to receive benefits under this Agreement, *mutatis mutandis*, as if they were the Dependants and Family Members of Alberta Primarily-Infected Hemophiliacs and they are deemed, for the purposes of this Agreement, to be the Dependants and Family Members of Alberta Primarily-Infected Hemophiliacs except that the proviso in Section 2.03(4) of this Agreement shall not apply to them.

4.13 Status of Alive or Deceased

For the purposes of this Agreement, an Alberta HCV Infected Class Member's status as alive or deceased will be determined as at the date of the application for compensation under the Federal Settlement.

4.14 No Compensation Under \$100.00

Where any amount of compensation payable pursuant to this Agreement would otherwise be less than \$100.00, no amount will be payable to the Class Member.

Article Five Funding

5.01 Funding

GOA will transfer the Compensation Fund on the Implementation Date to a Trustee to be appointed by the Court, to be held in Trust for the Class Members on terms to be agreed by the Parties.

5.02 Monthly Payments for Compensation Plan

(1) Within eight Business Days after the end of each month, the Administrator on behalf of Class Members will requisition from the Trustee an amount or amounts equal to the amount or amounts of Compensation to be paid by the

Administrator pursuant to the Compensation Plan in respect of the immediately preceding month.

(2) Within ten Business Days after the end of each month, the Trustee will transfer an amount equal to the amount or amounts requisitioned by the Administrator on behalf of the Class Members by electronic fund transfer to an account or accounts specified by the Administrator.

5.03 Claims Outside the Settlement by Class Members

(1) If any amount is payable by GOA pursuant to any of a final judgment of a Court in a contested action, a consent judgment, or a settlement approved by the Court to any Opt-out Person, Class Member who did not opt in, or any other person who claims over or brings a third party claim or makes any claim or demand or takes any action or proceeding against Alberta, including Charter Claims, in any way relating to or arising from the infection of a Class Member, the amount stipulated in Section 5.03(2) shall be reimbursed to GOA from the Compensation Fund, upon delivery to the Trustee of:

- (a) a certified copy of a final judgment (as defined in Section 1.13 of this Agreement) obtained by the person against GOA or a certified copy of an order of a Court approving the minutes of settlement entered into by the person and GOA and
- (b) proof that the judgment or settlement has been paid by GOA to the person.

(2) Within 30 days of the receipt of the proof set out in Section 5.03(1), the Trustee will transfer to GOA, in trust by electronic fund transfer, to an account specified by GOA, an amount equal to the amount that the person would have been entitled to receive from the Trust Fund had he or she qualified under the Compensation Plan, provided that in no circumstances shall the amount paid from the Trust Fund to GOA or its designate exceed the amount paid to the person by GOA pursuant to the judgment or settlement plus interest thereon.

(3) No other amount shall be paid out of the Trust Fund to settle any action instituted by any person or to pay any judgment or settlement in any action prosecuted by any person or to indemnify GOA from any judgment or settlement of any action instituted by any person relating to or arising from the infection of a Class Member.

5.04 Payments to Class Counsel

If a certified copy of an order of the Court approving disbursements and applicable taxes (other than income taxes) of Class Counsel is delivered to the Trustee, in the month following the receipt of such documents, the Trustee will transfer an amount equal to the amount of such disbursements and taxes by electronic fund transfer to an account specified by such Class Counsel.

5.05 Payments for Administration Costs

If a certified copy of an order of the Court approving any of the costs of administering this Agreement is delivered to the Trustee, in the month following the receipt of such documents the Trustee will pay an amount equal to the amount of such costs to or to the order of the payee thereof as set out in the Court Order by cheque or, if requested by such payee, by electronic fund transfer to an account specified by the payee. For greater certainty, the Court may approve specific costs or the terms of any commitment under which costs will be payable on an ongoing basis and, in the latter case, such costs will be payable by the Trustee in the month following delivery of an invoice therefor.

Article Six The Trustee and Trust Fund

6.01 Trust

A Trust Fund will be established to hold the Compensation Fund.

6.02 Trustee

The Parties will ask that the Court appoint a Trustee to act as the Trustee of the Trust Fund with such powers, rights, duties and responsibilities as the Court directs. Without limiting the generality of the foregoing, the duties and responsibilities of the Trustee will include:

- (a) to establish a Trust Fund to hold the Compensation Fund;
- (b) to engage the services of professionals to assist in fulfilling the Trustee's duties;

- (c) to invest the Compensation Fund in the best interests of the beneficiaries of the Trust with a view to achieving a maximum rate of return without undue risk of loss, having regard to the ability of the Trust to meet its financial obligations;
- (d) to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, having regard to the overall rate of return and risk of loss of the entire portfolio of investments held in the Trust Fund;
- (e) to keep such books, records and accounts as are necessary or appropriate to document the assets held in the Trust Fund, and each transaction of the Trust Fund;
- (f) to provide such amounts to the Administrator from the Trust Fund as required from time to time as set out in Article Five of this Agreement;
- (g) to take all reasonable steps and actions required under the *Income Tax Act* (Canada) as set out in Section 6.11 of this Agreement;
- (h) to report to the Administrator and Class Counsel on a quarterly basis the assets held in the Trust Fund at the end of each such quarter as set out at Section 6.07 of this Agreement; and
- (i) to do such other acts and things as are incidental to the foregoing, and to exercise all powers that are necessary or useful to carry on the activities of the trust or to carry out the provisions of this Agreement.

6.03 Trustee Fees

The fees, disbursements and other costs of the Trustee will be paid out of the Trust Fund at times, in a manner and in amounts approved by the Court.

6.04 Nature of the Trust

The Trust will be established for the following purposes:

- (a) to acquire the funds payable by GOA;
- (b) to hold the Compensation Fund;

- (c) to make any necessary disbursements;
- (d) to invest cash in investments; and
- (e) to do such other acts and things as are incidental to the foregoing, and to exercise all powers that are necessary or useful to carry on the activities of the Trust or to carry out the provisions of this Agreement.

6.05 Legal Entitlements

The legal ownership of the assets of the Trust and the right to conduct the business of the Trust will be, subject to the specific limitations contained herein, vested exclusively in the Trustee, and the Class Members and other beneficiaries of the Trust have no right to compel or call for any partition, division or distribution of any of the assets of the Trust except in an action to enforce the provisions of this Agreement. No Class Member or any other beneficiary of the Trust will have or is deemed to have any right of ownership in any of the assets of the Trust.

6.06 Records

The Trustee will keep such books, records and accounts as are necessary or appropriate to document the assets of the Trust and each transaction of the Trust. Without limiting the generality of the foregoing, the Trustee will keep, at its principal office, records of all transactions of the Trust and a list of the assets held in trust and a record of the account balance from time to time.

6.07 Quarterly Reporting

The Trustee will deliver to the Administrator, and Class Counsel, within 30 days after the end of each calendar quarter, a quarterly report setting forth the assets held as at the end of such quarter in the Trust Fund (including the term, interest rate or yield and maturity date of each investment) and a record of the account balance during such quarter.

6.08 Annual Reporting

The Auditors will deliver to the Administrator, the Trustee, and, Class Counsel, within 60 days after the end of each Fund Year:

- (a) the audited financial statements of the Trust for the most recently completed Fund Year together with the report of the Auditors thereon; and
- (b) a report setting forth a summary of the assets held in Trust as at the end of the Fund Year for the Trust Fund and the Disbursements made during the preceding Fund Year.

6.09 Method of Payment

Any amounts paid out of the Trust will be considered to have been paid first out of the income of the Trust and next out of the capital of the Trust.

6.10 Additions to Capital

Any income of the Trust not paid out in a Fund Year will at the end of such Fund Year be added to the capital of the Trust.

6.11 Tax Elections

For each taxation year of the Trust, the Trustee will file any available elections and designations under the *Income Tax Act* (Canada) and equivalent provisions of the income tax act of any Province or Territory and take any other reasonable steps such that the Trust, and no other person, is liable to taxation on the income of the Trust, including the filing of an election under subsection 104(13.1) of the *Income Tax Act* (Canada) and equivalent provisions of the income tax act of any Province or Territory for each taxation year of the Trust and the amount to be specified under such election will be the maximum allowable under the *Income Tax Act* (Canada) or the income tax act of any Province or Territory, as the case may be.

6.12 Investment Advisors

Class Counsel will ask the Court to appoint Investment Advisors to provide the Trustee with advice on the investment of the funds held in the Compensation Fund.

Article Seven Administration

7.01 Administration

Class Counsel will ask that the Court appoint an Administrator to administer the Compensation Plan with such powers, rights, duties and responsibilities as are agreed by the Parties and approved by the Court. Without limiting the generality of the foregoing, the duties and responsibilities of the Administrator will include:

- (a) establishing and staffing "The Alberta Pre-1986/Post-1990 Hepatitis C Claims Centre";
- (b) developing, installing and implementing systems and procedures for receiving, processing, evaluating and making decisions respecting Claims including making all necessary inquiries (including consulting medical personnel) to determine the validity of any Claim and requiring any claimant to have a medical examination;
- (c) reporting to the Court and to Class Counsel respecting Claims received and being administered;
- (d) providing personnel in such reasonable numbers as are required for the performance of its duties, and training and instructing them;
- (e) keeping or causing to be kept accurate accounts of its activities and its administration of the Compensation Plan, preparing such financial statements, reports and records as are required by the Court, in form and content as directed by the Court, and submitting them to the Court, and to Class Counsel monthly or so often as the Court directs;
- (f) receiving and responding to all enquiries and correspondence respecting Claims, reviewing and evaluating all Claims, making decisions in respect of Claims, giving notice of its decision, receiving compensation payments on behalf of the Class Members out of the Trust Fund and forwarding the compensation in accordance with the provisions of the Compensation Plan within a reasonable period of time and communicating with a claimant, in either English or French, as the claimant elects;

- (g) assisting in the completion of claim forms and attempting to resolve any disputes with claimants;
- (h) maintaining a database with all information necessary to permit the Court to evaluate the financial viability and sufficiency of the Trust Fund from time to time;
- (i) such other duties and responsibilities as the Court may from time to time by order direct;
- (j) appointing an auditor;
- (k) obtaining consents from individual Class Members to dismissal of action without costs prior to providing any compensation and provide same to GOA; and
- (l) obtaining full and final releases from claimants prior to payment of claims and provide same to GOA.

7.02 Decisions of the Administrator

The Administrator will give notice of its decision in respect of a Claim to a claimant promptly after the decision is made. A decision of the Administrator in respect of a Claim will be final.

7.03 Administrative Fees and Expenses

(1) The fees, disbursements, applicable taxes and other costs for the Administration of the settlement will be paid out of the Trust Fund at times, in a manner and in amounts approved by the Court. The total fees, disbursements, applicable taxes, and other costs for the Administration of the settlement, including the Trustee's fees, disbursements, applicable taxes and other costs, shall not exceed one million dollars (\$1,000,000.00) without the prior approval of the Court.

(2) The past disbursements and applicable GST paid by Class Counsel in the Alberta Class Action shall be paid from the Trust Fund, as approved by the Court.

7.04 Calculation and Notice of Payments

The Administrator will notify the Trustee and Class Counsel of the amount of compensation to be made in respect of the preceding month within five Business

Days after the end of each month. The notice from the Administrator will set out the facts upon which the calculation is based and the residence information set out in the statutory declaration of each claimant.

7.05 Class Counsel

(1) Following the Implementation Date and until the Termination Date, Class Counsel shall continue acting on behalf of the Class as a whole with respect to all acts required to give effect to the terms of this Agreement. Without limiting the generality of the forgoing, the duties and responsibilities of Class Counsel will include:

- (a) recommending to the Court persons to be appointed as Administrator and Trustee;
- (b) recommending to the Court the names of recognized professional investment and asset management advisors for appointment as the Investment Advisors;
- (c) recommending to the Court the establishment, amendment or rescission of protocols for the administration of this Agreement;
- (d) receiving and assessing information from the Administrator and the Trustee as provided in this Agreement;
- (e) providing advice and assistance to the Administrator and the Trustee regarding the administration of this Agreement;
- (f) retaining experts to determine the financial sufficiency of the Trust Fund, and making recommendations to the Court regarding installment payments to Class Members whose claims have been approved under this Agreement as required by Section 4.08(2);
- (g) applying to the Court for advice and directions; and
- (h) participating in applications made to the Court regarding the terms and administration of this Agreement.

(2) The disbursements and applicable taxes of Class Counsel for work done pursuant to section 7.05(1) will be paid out of the Trust Fund at times, in a manner and in amounts approved by the Court.

Article Eight Approval Orders

8.01 Approval Order

- (1) Class Counsel will seek an Approval Order which will include provisions:
 - (a) incorporating by reference this Agreement in its entirety;
 - (b) ordering and declaring that such orders are binding on all Class Members who reside in Alberta on the date of the Approval Order, including minors or mentally incompetent persons, unless they opt-out on or before the expiry of the Opt-out Period;
 - (c) ordering and declaring that on the expiry of the Opt-out Period all Class Members who reside in Alberta on the date of the Approval Order, unless they have opted-out on or before the expiry of the Opt-out Period, have released each of the Releasees from any and all actions, including Charter Claims they have, may have had or in the future may acquire against any of the Releasees relating to or arising from the infection of an Alberta HCV Infected Class Member with Hepatitis C through the blood system during the Class Period;
 - (d) ordering and declaring that on the expiry of the Opt-in Period, all Class Members who have opted-in to this Agreement have released each of the Releasees from any and all actions, including Charter Claims that they may have, may have had or in the future may acquire against the Releasees relating to or arising from the infection of an Alberta HCV Infected Class Member with Hepatitis C through the blood system during the Class Period;
 - (e) ordering and declaring that the obligations assumed by GOA under this Agreement are in full and final satisfaction of all claims against the Releasees, including Charter Claims, relating to or arising from the infection of an Alberta HCV Infected Class Member with Hepatitis C through the blood system during the Class Period and that the Approval Orders are the sole recourse on account of any and all claims referred to therein;

- (f) ordering and declaring that the Notice Program referred to in Article Ten is approved by the Court;
- (g) ordering and declaring that judgments or orders will be sought from the Court in such form as is necessary to implement and enforce the provisions of this Agreement and to supervise the ongoing performance of this Agreement;
- (h) dismissing the Alberta Class Action as against GOA;
- (i) directing that the Administrator of the Federal Pre-1986/Post-1990 Hepatitis C Settlement Agreement provide to the Administrator the information required by Section 4.01;
- (j) ordering that the Court shall maintain general supervisory jurisdiction over the administration of this Settlement

Article Nine Court Materials

9.01 Court Materials

- (1) Class Counsel agrees to make substantially the same amendments to the claims against GOA in the Alberta Class Action as were made against the Federal Government.
- (2) The Parties agree to exchange materials for review and comment prior to filing such materials with the Court. Such exchange of materials does not, however, confer a right of approval with respect to any such materials.

Article Ten Notice

10.01 Notice

- (1) Subject to the Agreement of the Parties and Court approval, the Parties will implement the Alberta "Pre-1986/Post-1990 Settlement Notice Program" generally in the form attached as Schedule "C".

(2) The Parties agree that the notice plan referred to in Section 10.01(1) will rely primarily on direct mail to claimants in the Federal Settlement, such that the advertising component of the notice program can be limited.

Article Eleven Releases

11.01 Releases

The Approval Order will declare that each Class Member who has not opted-out, has released each of the Releasees, and that he or she will not make any claim or demand, or take any actions or proceedings against any Releasee, including Charter Claims, relating to or arising from the infection of an Alberta HCV Infected Class Member with Hepatitis C through the blood system during the Class Period.

11.02 Dismissal of Action

Save as provided by the terms of the Approval Order, the Alberta Class Action will be dismissed without costs on the Approval Date.

11.03 Cessation of Litigation

(1) The Parties agree to cooperate to obtain approval of the final settlement agreement and to facilitate general participation by Class Members in the Compensation Plan.

(2) On the Approval date, Class Counsel will undertake to refrain at any time from commencing or assisting or advising on the commencement or continuation of any action or proceeding against any of the Releasees, in any way relating to or arising from any and all claims, including Charter Claims, relating to or arising from the infection of an Alberta HCV Infected Class Member with Hepatitis C through the blood system during the Class Period, provided that nothing in this Agreement prevents any Class Counsel from assisting with the administration of the Settlement Agreement, informing Class Members of the provisions of the Settlement Agreement assisting Class Members with their claims to the settlement or from advising any person to obtain independent legal advice before deciding whether to opt-out of the Alberta Class Action.

(3) Each Class Member who has commenced any action or proceeding, other than the Alberta Class Action, must consent to a dismissal of such action or proceeding as against the Releasees without costs before receiving any payment under the Compensation Plan.

Article Twelve Class Counsel Fees

12.01 Class Counsel Fees

(1) GOA will pay Class Counsel four million three hundred sixty eight thousand dollars (\$4,368,000.00) or such lower amount approved by the Court for past and future Class Counsel fees. Class Counsel fees are being paid out of the public funds of the GOA and no GST is payable.

(2) Should the payment of GST on Class Counsel fees be required it will be paid by the Trustee out of the Trust Fund.

12.02 Court Approval of Fees

(1) The application for Court approval of the Class Counsel fees will be made concurrently with the application for Court approval of this Agreement.

(2) GOA will have standing to make submissions and file material with regard to Class Counsel Fees at any hearing addressing Class Counsel fees.

Article Thirteen Indemnification and Subrogation

13.01 Indemnification

In the event that a Class Member commences any action for compensation, including Charter Claims, relating to or arising from the infection of an Alberta HCV Infected Class Member with Hepatitis C through the blood system during the Class Period, that Class Member will claim only several liability as against the defendants in such action in such a manner that no claim over against the

Releasees can arise, and will indemnify and save GOA harmless against any third party claims or other claims over arising in that action.

13.02 Subrogation

No compensation will be paid out of the Compensation Fund for any subrogated claim.

Article Fourteen Effect of Federal Settlement Appeals

14.01 Effect of Federal Settlement Appeals

- (1) As a person who has submitted a claim to the Federal Settlement may appeal any decision of the Federal Administrator as to all aspects of their claim, including eligibility, deficiencies or amount of compensation with respect to that claim, no appeals can be made pursuant to the terms of this Agreement.
- (2) In the event a Class Member makes a successful Appeal under the Federal Settlement which has the effect of increasing their Schedule C(1), Schedule C(3)(a), or dependant's compensation under that Agreement, they will be entitled to a similar percentage increase in their compensation under this Agreement.
- (3) Upon receiving the results of a successful appeal, the Federal Administrator shall advise the Administrator of the results of the appeal, the particulars of the compensation and the Class Member's contact information.
- (4) Upon receiving the information in Section 14.01(3), the Administrator shall pay the Class Member accordingly.

Article Fifteen Conditions, Amendment and Termination

15.01 Agreement Conditional

This Agreement will not be effective unless and until it is approved by the Court and if such approval is not granted without any material differences therein, this

Agreement will be thereupon terminated and none of the Parties will be liable to any of the other Parties hereunder. Approval of this Agreement is not conditional on approval of Class Counsel fees.

15.02 Amendments

Except as expressly provided in this Agreement, no amendment or supplement may be made to the provisions of this Agreement and no restatement of this Agreement may be made unless agreed to by all Parties in writing and subject to Court approval without any material differences.

15.03 Termination of Agreement

This Agreement will continue in full force and effect until the date on which the Court declares this Agreement to be terminated.

Article Sixteen Miscellaneous

16.01 Compensation Inclusive

For greater certainty, any amounts payable to Class Members under this Agreement are inclusive of all amounts including any claim for prejudgment interest or other amounts that may be claimed by Class Members.

16.02 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior or other understandings and agreements between the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings, covenants or collateral agreements, express, implied or statutory between the Parties with respect to the subject matter hereof other than as expressly set forth or referred to in this Agreement.

16.03 Benefit of the Agreement

This Agreement will inure to the benefit of and be binding upon the respective

heirs, assigns, executors, administrators and successors of the Parties.

16.04 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same Agreement.

16.05 Notices

Any notice or other communication to be given in connection with this Agreement will be given in writing and will be given by personal delivery or by electronic communication addressed to the recipient as follows:

(a) to Alberta Justice:

Alberta Justice
Civil Law Branch
9th Floor, 10011 – 109 Street NW
Edmonton, Alberta
T5J 3S8

Attention: David Kinloch & Bonnie Thomson-Baker
Facsimile No: (780) 427-1230

(b) to Shirley ADRIAN, Debbie ANDERSON, Richard Edward AUTEN, James Edgar BAKER, Constance Doreen BAKER, Jeff BEESTON, Isabell BRESSE, John BRESSE, Harry CHICHAK, Brian Edwin FERGUSON, Ron GEORGE, Janice Patricia HAMMOND, Delores HICKMOTT, Gary HICKMOTT, James Milton JOBE, Brian W. JOHNSON, Wendy Lee RAMEY, Marlene Dorothy KEEP, Dennis KEEP, Carol Dianne KNOTT, Byron KNOTT, Laura Catherine KRISTIANSON, Ralph Samuel KRISTIANSON, Kimberly Ann LEBEUF, Alexander Patrick NOWOSAD, Elena RICIOPPO, Dalvino RICIOPPO, Shannon RICKETTS, Kevin ROE, Kathy ROMANIW, Ellen SANDERSON, Jean Darlene SNIPES, Richard Joseph LIPSCOMBE, Deborah Anne STABRYLA, Elizabeth TREAU, Guiseppe VOLPE, June VOLPE:

c/o KOLTHAMMER BATCHELOR & LAIDLAW LLP
Barristers and Solicitors
11062 - 156 Street NW, Suite 208
Edmonton, Alberta T5P 4M8
Attention: Kenneth Kolthammer
Tel: (780) 489-5003 - Facsimile No: (780) 486-2107

IN WITNESS WHEREOF the Parties have executed this Agreement.

SIGNED, SEALED AND
DELIVERED in the presence of:

ALBERTA JUSTICE

By: 

Name: David Kinloch
Office: Alberta Justice
Civil Law Branch

CLASS COUNSEL

By: 

Name: Kenneth Kolthammer
Office: Kolthammer Batchelor & Laidlaw LLP
Counsel to Shirley Adrian et. al

SCHEDULE "A"
THE ALBERTA CLASS ACTION

Action No.: 9903 19153

SHIRLEY ADRIAN, DEBBIE ANDERSON, RICHARD EDWARD AUTEN, JAMES EDGAR BAKER, CONSTANCE DOREEN BAKER, JEFF BEESTON, ISABELL BRESSE, JOHN BRESSE, HARRY CHICHAK, BRIAN EDWIN FERGUSON, RON GEORGE, JANICE PATRICIA HAMMOND, DELORES HICKMOTT, GARY HICKMOTT, JAMES MILTON JOBE, BRIAN W. JOHNSON, WENDY LEE RAMEY, MARLENE DOROTHY KEEP, DENNIS KEEP, CAROL DIANNE KNOTT, BYRON KNOTT, LAURA CATHERINE KRISTIANSON, RALPH SAMUEL KRISTIANSON, KIMBERLY ANN LEBEUF, ALEXANDER PATRICK NOWOSAD, ELENA RICIOPPPO, DALVINO RICIOPPPO, SHANNON RICKETTS, KEVIN ROE, KATHY ROMANIW, ELLEN SANDERSON, JEAN DARLENE SNIPES, RICHARD JOSEPH LIPSCOMBE, DEBORAH ANNE STABRYLA, ELIZABETH TREAU, GUISEPPE VOLPE, JUNE VOLPE, and John DOEs 1 to 100 and Jane DOEs 1 to 100

Plaintiffs

-and-

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA and THE ATTORNEY GENERAL OF CANADA AS REPRESENTED BY THE MINISTER OF HEALTH FOR CANADA

SCHEDULE "B"
FULL AND FINAL RELEASE

In this Release:

"Charter Claims" means any claim, demand, action or proceeding made against the Releasees pursuant to the *Canadian Charter of Rights and Freedoms, Constitution Act, 1982*, and without limiting the generality of the foregoing includes any claim whatsoever brought by a Class Member pursuant to s. 15 of the *Canadian Charter of Rights and Freedoms, Constitution Act, 1982* in any way relating to or arising from the infection of a Class Member with Hepatitis C through the blood system during the Class Period;

"Releasees" means, individually and collectively,

- a. Her Majesty the Queen in right of Alberta ("the Province"),
- b. each of the past, present, and future ministers and employees of the Province,
- c. each of the past and present agents of the Province,
- d. the Canadian Blood Agency,
- e. the Canadian Blood Committee and its members,

including their respective past, present, and future parent, subsidiary and affiliated corporations, employees, agents, officers, directors, shareholders, volunteers, representatives, executors, administrators, successors and assigns. Each Releasee is a trustee for the purpose of asserting the benefit of the release covenants in the ALBERTA PRE-1986/ POST-1990 HEPATITIS C SETTLEMENT AGREEMENT for all Releasees except the Province and holds the benefit of this Release on their behalf as well as on its own behalf. For greater certainty, neither the Crown in Right of any other Province or Territory nor the Canadian Red Cross Society and its successors is a Releasee.

"Releasor" means the undersigned on his or her own behalf and his or her heirs, administrators, executors, Personal Representatives and successors.

In this Release, initially capitalized terms not defined in this Release have the meanings set out in the ALBERTA PRE-1986/ POST-1990 HEPATITIS C

SETTLEMENT AGREEMENT, including its Appendices. Words importing the singular number include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and governmental authorities. The term "including" means "including without limiting the generality of the foregoing".

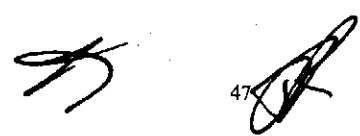
THIS RELEASE WITNESSES that in consideration of the right of the Releasor to participate in the Compensation Plan and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Direct Release

- a. The Releasor fully and forever releases, acquits and discharges each of the Releasees from any and all actions, causes of action, liabilities, claims and demands including Charter Claims, whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses and interest which the Releasor ever had, now has or may hereafter have in any way relating to or arising from the infection of a Class Member with HCV through the blood system during the Class Period whether such claims were made or could have been made in the Alberta Class Action, as provided in the Approval Order.
- b. The Releasor agrees that the same consideration is in full and final settlement and satisfaction of any and all such claims against the Releasees now and in the future including Charter Claims.

2. Cessation of Litigation

- a. The Releasor hereby consents to the dismissal without costs of any claim, including Charter Claims, or proceeding of any kind directly or indirectly against any Releasee in any way relating to or arising from the infection of a Class Member with HCV through the blood system during the Class Period including the Alberta Class Action as provided in the Approval Order. A Releasee may not claim the benefit of any of the provisions of this Release unless and until the Releasee consents to the dismissal without costs of such claim or proceeding to be so dismissed by the Releasor.
- b. The Releasor undertakes not to now or at any time hereafter:
 - i. commence;
 - ii. assist in;
 - iii. acquiesce in; or



iv. permit the Releasor's name to be used in,

any claim, including Charter Claims, or proceeding of any kind directly or indirectly against any Releasee in any way relating or arising from the infection of a Class Member with HCV through the blood system during the Class Period.

3. Complete Bar

The Releasor agrees that this Release is a complete defence to any claim against the Releasees, including Charter Claims, or proceeding of any kind brought by the Releasor directly or indirectly against any Releasee in any way relating to or arising from the infection of an Alberta Primarily-Infected Person with HCV through the blood system during the Class Period (including the infection of an Alberta Secondarily-Infected Person) and this Release will forever be a complete bar to the commencement or prosecution of any such claim against the Releasees, including Charter Claims or proceeding, and the Releasor does hereby consent to the dismissal without costs of any such future claim, including Charter Claims or proceeding.

4. Claims For Contribution or Indemnity

In the event that the Releasor commences an action for compensation arising from or relating to the infection of a Class Member with Hepatitis C through the blood system during the Class Period, that Releasor will claim only several liability as against the defendants in such action in such a manner that no claim over against the Releasees can arise, and will indemnify and save the Province harmless against any third party claims or other claims over arising in that action.

The Releasor undertakes not to make any claim against the Releasees, including Charter Claims, or demand or take any actions or proceedings against any Releasee or any other person in any way relating to or arising from the infection of an Alberta Primarily-Infected Person with HCV through the blood system during the Class Period (including the infection of an Alberta Secondarily-Infected Person). For greater certainty, the Releasor will not make any claim, including Charter Claims or demand or take any actions or proceedings in which any claim could arise against any Releasee for damages and/or contribution and/or indemnity and/or other relief over, under the provisions of the Contributory Negligence Act (Alberta) or its counterpart in other jurisdictions, the common law or any other statute of this or any other jurisdiction in any way relating to or arising from the infection of an Alberta Primarily-Infected Person with HCV through the blood system during the Class Period (including the infection of an Alberta Secondarily-

Infected Person) and the Releasor also hereby consents to a dismissal without costs of any such claim or proceeding which results in such a claim being made.

THE RELEASOR HEREBY ACKNOWLEDGES that this Release is made with a denial of liability by the Releasees and nothing in it nor any action of any Releasee will be construed as an admission of liability by any Releasee.

THE RELEASOR HEREBY DECLARES that the Releasor has had the opportunity to seek independent legal advice with respect to the terms and effect of this Release and the undersigned fully understands and accepts each and every term and condition of this Release and that this Release is given voluntarily for the purpose of making a full and final compromise and settlement of all claims against the Releasees, including Charter Claims and other matters in any way relating to or arising from the infection of a Class Member with HCV through the blood system during the Class Period whether such claims were made or could have been made in any proceeding including the Alberta Class Action.

THIS RELEASE will be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

IN WITNESS WHEREOF the undersigned has executed this Release.

DATED, _____ day of _____ 20__

SIGNED SEALED AND
DELIVERED

In the presence of:

Witness

Releasor

SCHEDULE "C"
ALBERTA SETTLEMENT NOTICE PROGRAM

Alberta Pre-86/Post-90 Hepatitis C Class Action

**Notice Program for Settlement Approval Hearing
and for Post-Approval Notice to Class Members**

This proposal is subject to approval by the Court.

Contents of Notice

The notice will be in the form attached.

Proposed Method of Providing Notice

-
1. Crawford Class Action Services will send a copy of the notice by ordinary mail to the name and address of each Class Member for whom Crawford has a mailing address under the Federal Settlement.
 2. The notice will be posted on the internet at www.kolthammer.com.
 3. The notice will be published in accordance with the publication schedule attached hereto.

**NOTICE OF SETTLEMENT APPROVAL HEARING
ALBERTA PRE-86/POST-90 HEPATITIS C CLASS ACTION**

The Settlement

The Government of Alberta has agreed to settle a Class Action lawsuit commenced on behalf of people who became infected with the Hepatitis C virus from receiving Blood and Blood Products in Alberta prior to January 1, 1986 or between July 1, 1990 and September 28, 1998. The proposed Settlement is not yet final and must be approved by the Court. The Court will hold a public hearing to approve the Settlement. Class Members and their families are entitled to give their views on the fairness of the Settlement to the Court. If the Court approves the Settlement, further notices will be mailed to Class Members and published in newspapers explaining how Class Members may apply for compensation under the Settlement or choose to be excluded from the Settlement.

This lawsuit was originally brought against both the Government of Canada and the Government of Alberta. In 2007, the Court approved settlement of this lawsuit with the Government of Canada only (the "Federal Settlement"). The Government of Alberta did not participate in that settlement and remained a defendant in this lawsuit.

Under the terms of the Settlement, the Government of Alberta does not admit liability.

To settle this lawsuit, the Government of Alberta has agreed to pay \$26 million, inclusive of Class Counsel fees and administrative costs. People primarily or secondarily infected with Hepatitis C as a result of Blood received in Alberta during the period prior to January 1, 1986 and the period from July 2, 1990 to September 28, 1998 need only apply under the Federal Settlement. Upon the application being approved by the Administrator of the Federal Settlement, the Administrator of the Alberta Settlement will assess your eligibility to make a claim. The Administrator of the Alberta Settlement will then write the claimant informing them of their eligibility and inviting them to make a claim by returning the release provided.

The Alberta Settlement is based on the terms, procedures and assessments established by the Federal Settlement. Approved claimants will receive lump sum compensation based upon their age, current disease level and the probability of disease progression in the future, as determined as a percentage of the compensation received by the claimant in the Federal Settlement. Spouses, children under 21 years of age of infected Class Members, and dependants of infected Class Members whose death was caused by their infection with the Hepatitis C virus may also apply for compensation. As a result of a 2007 Supreme Court of Canada decision (*Hislop v. Canada*), estates are not eligible to be included in this settlement.

If the Settlement is approved by the Court Class Members should be able to apply to receive compensation from the Settlement in 2008.

At the Settlement approval hearing Class Counsel will request that Class Counsel fees of approximately \$4.368 million (plus GST, where applicable) be approved by the Court.

To read a complete version of the Settlement Agreement and for more information please visit:

www.kolthammer.com

The Court must still approve the settlement. The hearing will be held on the following date:

_____ Court of Queen's Bench of Alberta
Edmonton Law Courts Building
1A Sir Winston Churchill Square
Edmonton, Alberta

How to Comment on the Proposed Settlement

Class Members who wish to make submissions to the Court in support of or in opposition to the Settlement or Class Counsel fees should provide notice to Class Counsel by sending a written submission to the address below. Submissions are optional and must be made no later than three business days prior to the hearing date. The written submissions should include:

- The Class Member's name, address and telephone number;
- The date and place that the Class Member received Hepatitis C contaminated blood;
- If the Class Member is secondarily infected, the date and place that the primarily infected person received Hepatitis C contaminated blood;
- A brief statement of the reasons that the Class Member is supporting or opposing the Settlement;
- Whether the Class Member plans to attend at the Settlement approval hearing.

The Representative Plaintiffs and their lawyers will all recommend that the Court approve the proposed Settlement.

More Information

Please do not contact the Court or the Government of Alberta directly about this Settlement as they cannot answer your questions. For more information about this Settlement or the class action, please contact Class Counsel:

Kolthammer Batchelor & Laidlaw LLP
#208, 11062 – 156 Street NW
Edmonton, Alberta, T5P 4M8

Telephone: (780) 489-5003
Facsimile: (780) 486-2107

Email: kolthamm@telusplanet.net
Website: www.kolthammer.com

OR Marshall Attorneys
#2600, 144 – 4th Avenue SW
Calgary, Alberta, T2P 3N4

Telephone: (403) 270-4110
Facsimile: (403) 206-7075

Email: hepcsettlement@telus.net
Website: www.marshall-attorneys.com

**NOTICE OF SETTLEMENT
ALBERTA PRE-86/POST-90 HEPATITIS C CLASS ACTION**

If you were infected with Hepatitis C through the blood system in Alberta prior to
January 1, 1986 or between July 2, 1990 and September 28, 1998

Please read carefully – This Settlement May Affect Your Rights

The Government of Alberta has agreed to settle a Class Action lawsuit commenced on behalf of people who became infected with the Hepatitis C virus from receiving Blood and Blood Products in Alberta prior to January 1, 1986 or between July 1, 1990 and September 28, 1998. The Settlement has been approved by the Court of Queen's Bench of Alberta.

To settle this lawsuit, the Government of Alberta has agreed to pay \$26 million, inclusive of Class Counsel fees and administrative costs. People primarily or secondarily infected with Hepatitis C as a result of Blood received in Alberta during the period prior to December 31, 1985 and the period from July 2, 1990 to September 28, 1998 need only apply under the Federal Settlement of this same lawsuit approved by the Court in 2007. Upon the application being approved by the Administrator of the Federal Settlement, the Administrator of the Alberta Settlement will assess your eligibility to make a claim. The Administrator of the Alberta Settlement will then write the claimant informing them of their eligibility and inviting them to make a claim by returning the release provided.

The Alberta Settlement is based on the terms, procedures and assessments established by the Federal Settlement. Approved claimants will receive lump sum compensation based upon their age, current disease level and the probability of disease progression in the future, determined as a percentage of the compensation received by the claimant in the Federal Settlement. Spouses, children under 21 years of age of infected Class Members, and dependants of infected Class Members whose death was caused by their infection with the Hepatitis C virus may also apply for compensation. As a result of a 2007 Supreme Court of Canada decision (*Hislop v. Canada*), estates are not eligible for compensation under the Alberta Settlement.

If you resided in Alberta on [date of Approval Order], you will be bound by the Settlement unless you opt-out by submitting an opt-out form to the Administrator by [60 days after publication or other agreed time]. If you do not opt-out, you will be bound by the terms of the Alberta Settlement. If you resided outside of Alberta on [date of approval order], you will not be bound by the Settlement unless you opt-in to the Settlement by (1) submitting a claim to the Administrator within the time allowed by the Federal Settlement, and (2) returning the release provided by the Administrator of the Alberta Settlement within the time allowed by the Alberta Settlement.

To read a complete version of the Settlement Agreement and for more information please visit:

[Crawford's Website for this settlement]

For more information or to obtain an opt-out form for the Alberta Settlement or an application form for the Federal Settlement, please contact:

[Crawford's name address phone number fax number email address]

Class Action Notification Program - Daily Newspaper Cost Detail

Newspaper		Insert Date	Format	Col	Lines	Total Lines	Gross Line	Ad Cost
ALBERTA								
Calgary	Herald	Sat	Broadsheet	5	150	750	\$3.22	\$2,415.00
Calgary	Sun	Sun	Tabloid	4	88	352	\$4.69	\$1,650.88
Edmonton	Journal	Sat	Broadsheet	5	150	750	\$10.56	\$7,920.00
Edmonton	Sun	Sun	Tabloid	4	88	352	\$7.02	\$2,471.04
Fort McMurray	Today	Sat	Tabloid	4	88	352	\$1.31	\$461.12
Grande Prairie	Herald-Tribune	Sat	Tabloid	4	88	352	\$1.31	\$461.12
Lethbridge	Herald	Sat	Broadsheet	5	150	750	\$2.00	\$1,500.00
Lloydminster	Meridian Booster	Sun	Tabloid	4	88	352	\$1.47	\$517.44
Medicine Hat	News	Sat	Broadsheet	5	150	750	\$1.25	\$937.50
Red Deer	Advocate	Sat	Broadsheet	5	150	750	\$1.40	\$1,050.00
NATIONAL DAILIES								
National Post		Sat	Broadsheet	5	150	750	\$18.02	\$13,515.00
Globe and Mail		Sat	Broadsheet	3	150	450	\$41.95	\$18,877.50
							Subtotal	\$ 51,776.60
							GST	\$ 3,106.60
							Total	<u>\$ 54,883.20</u>

Notes:

All newspaper costs are quoted using gross, transient line rates. It may be possible to negotiate discounts at the time of booking.

Costs are based on running 1/4-page, black & white notices, once in each newspaper, in either the legal or front/news sections.

All costs associated with typesetting and providing ad material to the newspapers are included in this quote

Lead-time for placing notices is 4-working days prior to publication date.