

**ANNEX A**

**Court File No. 05-CV-287428CP**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**THE HONOURABLE** ) , the day  
**MADAM JUSTICE LAX** )  
)  
) of , 2008  
)

**BETWEEN:**

**BILL SAUER**

Plaintiff

- and -

**THE ATTORNEY GENERAL OF CANADA on behalf of  
HER MAJESTY THE QUEEN IN RIGHT OF CANADA as  
represented by THE MINISTER OF AGRICULTURE, JOHN  
DOE, JANE ROE and RIDLEY INC.**

Defendants

**Proceeding under the *Class Proceedings Act, 1992***

**CERTIFICATION AND SETTLEMENT APPROVAL ORDER**

**THIS MOTION** made by the plaintiff Bill Sauer ("Plaintiff") for an order certifying for settlement purposes this action ("Action") as a national (except for Québec) class proceeding as it relates to the defendant Ridley Inc. (the "Settling Defendant") and for an order approving and implementing the Agreement dated February \*\*, 2008 entered into between the Settling Defendant

and the Plaintiff, Flying E Ranche, Clarence Ewasiw, Ivan Murray and Donald Bernèche (“Agreement”), was heard this day at the Court House, 361 University Avenue, Toronto, Ontario;

**WHEREAS** proposed class actions have been commenced in Ontario, Alberta and Saskatchewan and an action has been authorized to proceed as a class action in Québec (“Actions”) by the Plaintiffs, the allegations by the Plaintiffs against the Settling Defendant are set out in the pleadings of the four Actions being Ontario Superior Court File No. 05-CV-287428 CP (Sauer); Alberta Court of Queen’s Bench Court File No. 0501 05326 (Flying E Ranche and Ewasiw); Saskatchewan Queen’s Bench Court File No. 0582 of 2005 Judicial Centre of Saskatoon (Murray); and Québec Superior Court File No. 500-06-000284-055 (Bernèche), and the Plaintiffs and the Settling Defendant are hereinafter referred to as the “Parties”;

**AND WHEREAS** the Parties intend that the Agreement shall not in any way prejudice or limit the Plaintiffs’ claims against Her Majesty the Queen in right of Canada (“HMQ”), which claims the Plaintiffs intend to preserve and advance in the Action;

**AND WHEREAS** the Parties intend that the Agreement shall not in any way prejudice or limit the Settling Defendant’s claims against HMQ, which claims the Settling Defendant intends to preserve the right to advance in the Action;

**AND WHEREAS** a parallel motion for an order approving and implementing the Agreement shall be heard at a date and time to be determined by the Québec Superior Court;

**AND WHEREAS** this Order is made subject to certain conditions stated herein with regard to opt out procedures and it is agreed that if the number requesting exclusion from the Settlement Class exceed the threshold stated in the Agreement and the Settling Defendant elects not to waive that

threshold, this Order shall be null and void, of no force or effect, and without prejudice to the rights of all parties to the Action to continue the Action as though this Order had not been made;

**AND WHEREAS** as at the date of this Order, the defendants John Doe and Jane Roe have not been served or identified;

**ON READING** the materials filed, including the Agreement attached hereto as Schedule 1, the Notice Plan and the Notices, and on hearing the submissions of counsel for the Parties and counsel for HMQ,

1. **THIS COURT ORDERS AND DECLARES** that for the purposes of this Order the capitalized terms shall have the same meaning as that found in Section 1 of the Agreement.
2. **THIS COURT ORDERS** that:
  - (a) the Action is hereby certified as a class proceeding for settlement purposes only against Ridley Inc., the Settling Defendant therein;
  - (b) the Ontario National Settlement Class is defined as “All Persons who as at May 20, 2003 were resident in Canada (except the Province of Québec) and farmed cattle including, but not limited to, cow-calf, backgrounder, purebred, veal, feedlot and dairy producers”;
  - (c) Bill Sauer is hereby appointed as the representative plaintiff for the Ontario National Settlement Class; and
  - (d) the common issue is:

Was the Settling Defendant negligent and if so, when and how?

3. **THIS COURT ORDERS** that the nature of the claim asserted by the Plaintiff and the Ontario National Settlement Class is one of negligence.
4. **THIS COURT ORDERS** that the relief sought by the Plaintiff and the Ontario National Settlement Class is for damages.
5. **THIS COURT ORDERS AND ADJUDGES** that the Agreement attached hereto as Schedule 1 is fair, reasonable and in the best interests of the Settlement Class Members.
6. **THIS COURT ORDERS** that the Agreement attached hereto as Schedule 1 is incorporated by reference into this Order and is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992* and shall be implemented in accordance with its terms.
7. **THIS COURT ORDERS** that Crawford Class Action Services is hereby appointed as Settlement Administrator.
8. **THIS COURT ORDERS** that the Settlement Fund shall be held in trust by Royal Trust Corporation of Canada and administered in accordance with the Settlement Fund Trust Instrument attached to the Agreement as Annex F.
9. **THIS COURT ORDERS AND DECLARES** that this Order including the Agreement is binding upon each Ontario National Settlement Class member who does not opt out in accordance with the terms of this Order.
10. **THIS COURT ORDERS** that the Ontario National Settlement Class members shall be given notice of this Order, substantially in the form of the notice at Annex C of the Agreement and substantially in the manner set out in Annex E of the Agreement within 30 days of this Order becoming Final.

11. **THIS COURT ORDERS AND DECLARES** that the notice at Annex C of the Agreement and its distribution as provided for in this Order satisfies the requirements of section 17 of the *Class Proceedings Act, 1992*.
12. **THIS COURT ORDERS** that each Ontario National Settlement Class member who elects to opt out of the Action must do so in the manner provided in sections 9.1 and 9.2 of the Agreement.
13. **THIS COURT ORDERS** that any Ontario National Settlement Class member who has opted out of the Action by submitting to the Settlement Administrator a properly completed request for exclusion in accordance with sections 9.1 and 9.2 of the Agreement is not bound by the Agreement and may not participate in any continuation of, amendment of, or settlement of the Action.
14. **THIS COURT ORDERS AND DECLARES** that the Settling Persons as that term is used in the Agreement:
  - i. Shall be conclusively deemed to have, and by operation of this Certification and Settlement Approval Order shall have, fully, finally, and forever released, relinquished and discharged all Subject Claims against all Ridley Persons with the exception of the claims made in the Action against the Settling Defendant which claims are subject to Section VI of the Agreement;
  - ii. Covenant not to assert or prosecute any of the Subject Claims against any of the Ridley Persons in any other action or proceeding in this or any other jurisdiction;
  - iii. Covenant not to assert or prosecute any claim whether for damages, declaration or other relief against any Person who could claim over against any Ridley Person in respect of the Subject Claims whether for damages, declaration or

other relief, but this does not include the prosecution of the claims made by the Plaintiffs against HMQ in the Action;

- iv. Covenant that in the event that litigation commenced or continued by a Settling Person against any Person, other than the Action to which Section VI of the Agreement applies, results in a claim over or a judgment against a Ridley Person to pay any amount to any Person, the Settling Person shall not collect any amount in respect of the Subject Claims and will hold harmless, defend, reimburse and indemnify the Ridley Person for the amount of the claim over or the judgment in respect of the Subject Claims;
- v. Shall forever be enjoined from asserting or prosecuting any of the Subject Claims against any of the Ridley Persons in any other action or proceeding in any jurisdiction;
- vi. Covenant not to seek an apportionment of negligence, fault, liability, responsibility or wrongdoing as against the Ridley Persons or any of them; and
- vii. Shall fully indemnify and hold the Ridley Persons entirely harmless from any and all liability, damages, legal fees, disbursements and costs, with respect to any breach of the foregoing subparagraphs.

15. **THIS COURT ORDERS AND DECLARES** that notwithstanding paragraph 14 of this Order, for each Settling Person resident in or carrying on business in any Province where the release of one tortfeasor is a release of all other tortfeasors, the Settling Persons do not release the Ridley Persons but instead covenant and undertake not to bring any cause of action, proceeding, claim, action, suit or demand, or in any way to threaten, commence, or continue any proceeding, claim, action, suit or demand, in any jurisdiction, against the Ridley Persons or any of them, in respect of or in relation to the Subject Claims with the sole exception of the Action against the Settling Defendant.

16. **THIS COURT ORDERS** that in the event any of the following occurs, this Order shall be null and void and of no force and effect, and without prejudice to the rights of all parties to the Action to continue the Action as though this Order had not been made:

- i. One or more of the Courts refuses to approve the Certification and Settlement Approval Order substantially in the form attached to the Settlement Agreement as Annex A;
  - ii. One or more of the Courts refuses to approve the Settlement Fund Trust Instrument substantially in the form attached to the Agreement as Annex F; or
  - iii. Any one of the Orders, Instruments or Agreements in subparagraphs (i) or (ii) above is reversed, vacated, disapproved, overturned, set aside or modified, by one of the Courts or on appeal.
17. **THIS COURT ORDERS** that if the Agreement terminates pursuant to its terms after the Notice of Certification and Settlement Approval has been published, a notice of termination shall be disseminated in a form and at a time to be agreed to by the Parties and approved by the Court, and the cost of publishing the notice of termination shall be borne by the Settling Defendant.
18. **THIS COURT ORDERS** that in the event the Agreement terminates after the Settlement Fund has been paid, the Settlement Fund shall revert to the Settling Defendant.
19. **THIS COURT ORDERS** that the Plaintiff shall file and serve a Fresh as Amended Statement of Claim in a form identical to that found at Annex G of the Agreement.

Date:

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(Signature of Judge)