

**CANADIAN GLUCOSAMINE SULFATE CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT AND RELEASE**

(“SETTLEMENT AGREEMENT”)

Made as of December 14, 2020

Between

UTTRA KUMARI KRISHNAN

(the "Plaintiff")

and

**VITA HEALTH PRODUCTS INC.
and SISU, INC.**

(the "Settling Defendants")

TABLE OF CONTENTS

RECITALS	1
SECTION 1 – DEFINITIONS.....	2
SECTION 2 – CERTIFICATION AND SETTLEMENT APPROVAL.....	7
2.1 Best Efforts.....	7
2.2 Application for Settlement Approval	7
2.3 Settlement Class and Common Issue	7
2.4 Certification Without Prejudice.....	7
2.5 Right of Termination.....	8
SECTION 3 – SETTLEMENT BENEFITS	8
3.1 Payment of Settlement Amount	8
3.2 Label Change.....	9
3.3 Cooperation	10
SECTION 4 – SETTLEMENT ADMINISTRATION PLAN.....	10
SECTION 5 – RELEASES AND DISMISSALS.....	11
5.1 Release of Releasees	11
5.2 No Further Claims.....	11
5.3 Dismissal of the Proceedings	11
5.4 Claims Against Other Entities Reserved.....	12
SECTION 6 – EFFECT OF SETTLEMENT	12
6.1 No Admission of Liability.....	12
6.2 Agreement Not Evidence	12
SECTION 7 – MISCELLANEOUS	13
7.1 Releasees Have No Liability for Administration	13
7.2 Headings, etc.	13

7.3	Computation of Time	13
7.4	Ongoing Jurisdiction	14
7.5	Governing Law	14
7.6	Entire Agreement	14
7.7	Amendments.....	14
7.8	Binding Effect	14
7.9	Counterparts	15
7.10	Negotiated Agreement.....	15
7.11	Language	15
7.12	Recitals	15
7.13	Schedules.....	15
7.14	Authorized Signatures	16
7.15	Notice	16

RECITALS

WHEREAS:

A. On August 23, 2019, the Plaintiff commenced the Proceeding, alleging that the Settling Defendants made false, deceptive and/or misleading representations to Canadian consumers in respect of the manufacture, distribution, production, marketing, advertising and sale of its products labelled as Glucosamine Sulfate Products, in contravention of provincial consumer protection statutes, the *Competition Act*, and the common law;

B. the Settling Defendants believe they are not liable in respect of the claims in the Proceeding, and the Settling Defendants believe they have good and reasonable defences in respect of both the certification application in the Proceeding and the merits of the Proceeding;

C. the Settling Defendants assert that they would actively pursue their defences during the course of certification and at any trial if the Plaintiffs continued the Proceeding as against them;

D. the Settling Defendants do not admit, through the execution of this Settlement Agreement or otherwise, any of the unlawful conduct, fault or wrongdoing alleged in the Proceeding, which could have been alleged in the Proceeding or otherwise, and they expressly deny any and all such unlawful conduct, fault and wrongdoing;

E. the Plaintiff and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiff's claims, and having regard to the burdens and expense in prosecuting the Proceeding, including the risks and uncertainties associated with trials and appeals, the Plaintiff and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiff and the Settlement Class;

F. the Settling Defendants are entering into this Settlement Agreement in order to achieve a full and final nation-wide resolution of all claims asserted or which could have been asserted against them by the Plaintiff on her own behalf and on behalf of the class she seeks to represent in the Proceeding, and any other present or future litigation arising out

of the same or similar facts and events that gave rise to this litigation, and to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation;

G. as part of this resolution, the Settling Defendants have agreed to make a settlement payment and to perform certain actions for the benefit of the Class in exchange for, among other things, a full and final nation-wide release of all claims against them and certain related parties and a bar order in respect of all such claims as described herein;

H. the Parties therefore wish to, and hereby do, finally resolve, without admission of liability, the Proceeding as against the Settling Defendants;

I. for the purposes of settlement only and contingent on approval by the Court as provided for in this Settlement Agreement, the Parties have consented to certification of the Proceeding as a class proceeding and have consented to a Settlement Class and a Common Issue in the Proceeding solely for the purpose of implementing this Settlement Agreement;

J. the Plaintiff asserts that she is an adequate class representative for the Settlement Class and will seek to be appointed as representative plaintiff in the Proceeding; and

NOW THEREFORE, in consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Proceeding be settled and dismissed on the merits with prejudice as to the Settling Defendants only, without costs as to the Plaintiff, the Settlement Class she seeks to represent, or the Settling Defendants, subject to the approval of the Court, on the following terms and conditions:

SECTION 1 – DEFINITIONS

For the purpose of this Settlement Agreement only, including the Recitals and Schedules hereto, the following definitions apply:

- (1) ***Class Counsel*** means Bennett Mounter LLP, Burnet, Duckworth & Palmer LLP, and Camp Fiorante Matthews Mogergerman LLP.

- (2) ***Class Counsel Fees*** include the fees, disbursements, costs, interest, GST/PST and other applicable taxes or charges of Class Counsel.
- (3) ***Class Period*** means May 6, 2004 to the Effective Date.
- (4) ***Common Issue*** means: Did the Settling Defendants misrepresent the active ingredients in their Glucosamine Sulfate Products? If so, what damages, if any, did Settlement Class Members suffer?
- (5) ***Court*** means the Supreme Court of British Columbia.
- (6) ***Defendant Manufacturers*** means Jamieson Laboratories Ltd. (incorrectly named as Jamieson Laboratories Inc. in the Proceeding), WN Pharmaceuticals Ltd., Natural Factors Nutritional Products Limited, Vita Health Products Inc., and Sisu Inc.
- (7) ***Defendants*** means the entities named as defendants in the Proceeding.
- (8) ***Effective Date*** means the next calendar day after the day on which all appellate rights with respect to the Settlement Approval Order made in the Action have expired or have been exhausted.
- (9) ***Excluded Person*** means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing.
- (10) ***Glucosamine Sulfate Product*** means a product purporting to contain glucosamine sulfate, glucosamine sulfate potassium chloride, glucosamine sulfate KCL, or glucosamine sulfate ♦ KCL.
- (11) ***Label Change*** means re-labelling products currently labelled as Glucosamine Sulfate Products such that the front label references "glucosamine" or one or more brand names and the back label references "glucosamine hydrochloride" or such

other commonly accepted chemical or proper names as is approved by the applicable regulatory authorities.

- (12) ***Non-Settling Defendant*** means a Defendant that is not a Settling Defendant.
- (13) ***Non-Settling Manufacturers*** means the Defendant Manufacturers that are a Non-Settling Defendant.
- (14) ***Parties*** means the Plaintiff, Settlement Class Members, and the Settling Defendants.
- (15) ***Proceeding*** means British Columbia Court File No. S-199401, Vancouver Registry.
- (16) ***Released Claims*** means any and all manner of claims, demands, actions, proceedings, suits, causes of action, whether class, individual, or otherwise in nature, whether personal or subrogated, damages whenever incurred, damages of any kind including compensatory, restitutionary, punitive, aggravated, exemplary or other damages of any kind, liabilities of any nature whatsoever, including for interest, costs, expenses, class administration expenses, disbursements, penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute, under regulation, or in equity, that the Releasers, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct in Canada during the Class Period, in respect of the manufacture, distribution, production, marketing, advertising and sale of the Settling Defendants' products labelled as Glucosamine Sulfate Products or relating to any conduct that is alleged (or which could be alleged) in the Proceeding relating to the manufacture, distribution, production, marketing, advertising and sale of the Settling Defendants' products labelled as Glucosamine Sulfate Products, including without limitation, any such claims which have been asserted, would have been asserted, or could have been asserted, directly or indirectly, whether in Canada or elsewhere, as a result of or in connection with any breaches or alleged breaches of

consumer protection statutes, competition statutes prohibiting deceptive, false, or misleading representations, negligent misrepresentation, breach of contract and unjust enrichment and such other causes of action, claims and matters asserted, or which could have been asserted, in the Proceeding, and without limiting the generality of the foregoing, all claims relating to any and all of the proposed common and individual issues made, arising from or relating to the pleaded facts, or the facts which could have been pled, in the Proceeding. For greater certainty and notwithstanding the above, the Released Claims exclude claims against the Released Retailers and Released Suppliers for sales of Glucosamine Sulfate Products manufactured, distributed, produced, marketed, and or advertised by the Non-Settling Manufacturers.

- (17) ***Released Retailers*** means any retailer defendant in the Proceeding and any retailer that could have been added as a defendant in the Proceeding, including any and all of their parent, subsidiary, affiliated, or related companies, entities, and divisions, that sold and/or distributed, or sells and/or distributes Glucosamine Sulfate Products manufactured, distributed, produced, marketed, or advertised, by the Settling Defendants, whether sold under the brand name “Nature’s Bounty”, “Sisu”, private label brands or otherwise.
- (18) ***Released Suppliers*** means any person, including any and all of their parent, subsidiary, affiliated, or related companies, entities, and divisions, that manufactured or supplied, or manufactures or supplies, the raw ingredients used by the Settling Defendants in their Glucosamine Sulfate Products. The Settling Defendants shall, on a confidential and for counsel eyes only basis, provide Class Counsel with a list of Released Suppliers to be used solely for purposes of implementing this Settlement Agreement, and not for any other purpose, including to commence claims as against such Released Suppliers.
- (19) ***Releasees*** means, jointly and severally, individually and collectively, the Settling Defendants, Released Retailers, and Released Suppliers, and all of their respective present, former, and future shareholders, owners, directors, officers, managers, partners, employees, servants, insurers, agents, administrators, estate trustees, legal

and personal representatives, predecessors, successors, and assigns, past, present, and future and those entities set out at Schedule “B” to this Agreement.

- (20) **Releasors** means, jointly and severally, individually and collectively, the Plaintiff and the Settlement Class Members, who do not opt-out, and their respective predecessors, successors, heirs, executors, administrators, trustees, assigns, and affiliates of any kind.
- (21) **Settlement Agreement** means this agreement and release, including the recitals and schedules hereto.
- (22) **Settlement Amount** means four hundred and fifty thousand Canadian dollars (CAD \$450,000.00).
- (23) **Settlement Approval Hearing** means the date the Court is scheduled to consider the Settlement Approval Order.
- (24) **Settlement Approval Order** means a final judgment or final approval order certifying the Proceeding as a class proceeding and the approving this Settlement Agreement, which order shall be substantially in the form attached as Schedule “A” or as may be amended with the consent of the Parties.
- (25) **Settlement Class** means all residents of Canada who, on or after May 6, 2004, purchased a product labelled as containing “glucosamine sulfate”, “glucosamine sulfate potassium chloride”, “glucosamine sulfate KCL”, or “glucosamine sulfate • KCL”, for purposes that were primarily personal, family or household, that was manufactured by one of the Defendant Manufacturers except for the Excluded Persons.
- (26) **Settlement Class Member** means a member of the Settlement Class.
- (27) **Settlement Fund** means a trust account held by Class Counsel which will hold the Settlement Amount.

SECTION 2– CERTIFICATION AND SETTLEMENT APPROVAL

2.1 Best Efforts

(1) The Parties shall use their reasonable best efforts to effectuate this settlement and to secure the prompt, complete, and final dismissal with prejudice of the Proceeding as against the Settling Defendants.

2.2 Application for Settlement Approval

(1) As soon as practicable after the Settlement Agreement is executed, the Plaintiff shall bring an application before the Court certifying the Proceeding as a class proceeding solely for settlement purposes, and approving this Settlement Agreement.

2.3 Settlement Class and Common Issue

(1) The Parties agree that the Proceeding shall be certified as a class proceeding solely for purposes of settlement of the Proceeding and the approval of this Settlement Agreement by the Court.

(2) The Parties agree that the certification of the Proceeding against the Settling Defendants for settlement purposes shall not derogate in any way from the rights of the Plaintiff and the Settlement Class Members as against the Non-Settling Defendants, subject to the terms of this Settlement Agreement (including those terms relating to the Released Retailers and the Released Suppliers).

2.4 Certification Without Prejudice

(1) In the event this Settlement Agreement is not approved, the Settlement Approval Order is not granted in the form as attached, or is terminated in accordance with its terms, the Parties agree that the prior certification of the Proceeding as a class proceeding against the Settling Defendants for settlement purposes, including the definition of the Settlement Class and the statement of the Common Issue, shall be without prejudice to any position that any of the Parties may later take on any issue in the Proceeding or any other litigation.

2.5 Right of Termination

- (1) If the Settlement Approval Order is not granted in the form as attached, or is reversed or modified on appeal, then unless the Parties expressly agree otherwise in writing:
 - (a) this Settlement Agreement and all orders made pursuant to it shall be null and void, shall have no further force and effect with respect to the Parties, and shall not be offered in evidence or used in any litigation for any purpose; and
 - (b) all orders in existence as of the date on which this Settlement Agreement was executed shall become operative and fully effective, as if proceedings relating to this Settlement Agreement had not occurred. In such event, the Parties reserve all rights to object to or otherwise challenge all such pre-existing orders, including the right to make appropriate scheduling requests and seek extensions of any applicable deadlines (and the Parties agree to provide their consent to any such reasonable requests or extensions).

SECTION 3– SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

- (1) At least 15 days prior to the Settlement Approval Hearing, the Settling Defendants will pay the Settlement Amount to Bennett Jones LLP, in trust with irrevocable instructions to Bennett Jones LLP to:
 - (a) hold the Settlement Amount in an interest-bearing trust account pending the Settlement Approval Order in the Action;
 - (b) if the Settlement Approval Order is not granted in the Proceeding, to return the Settlement Amount and all interest earned thereon to the Settling Defendants upon their request to do so; and

- (c) if the Settlement Approval Order is granted in the Proceeding, to pay the Settlement Amount and all accrued interest thereon, to Bennett Mounteer LLP in trust within 15 days after the Effective Date.
- (2) Upon receiving the Settlement Amount, Class Counsel will deposit those monies into the Settlement Fund.
- (3) The Settling Defendants shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement. For greater clarification, the payment of all expenses and costs of the Settlement Agreement, including Settlement Class Members' claims, legal fees, honouraria, administration expenses, disbursements, taxes, and notice costs shall be paid out of the Settlement Amount and the Settling Defendants shall have no further liability in respect of these expenses.
- (4) The Settling Defendants shall have no legal or beneficial interest in the Settlement Fund.

3.2 Label Change

- (1) The Settling Defendants shall, subject to the applicable regulatory requirements, use reasonable commercial efforts to effect the Label Change.
- (2) The Settling Defendants shall, within one (1) year from the Effective Date, make the necessary application(s) to the applicable regulatory authorities to implement the Label Change, though the Settling Defendants shall make efforts to make the necessary application(s) to the applicable regulatory authorities as soon as reasonably possible in the circumstances, having regard to, among other things, the commercial factors applicable to their business. The Label Change is subject to ultimate approval by the applicable regulatory authorities.
- (3) Further particulars of the Label Change shall be negotiated by the Parties, acting reasonably.

3.3 Cooperation

(1) Within thirty (30) days of the Effective Date, or at a time mutually agreed upon by the Parties, the Settling Defendants shall provide a representative sample of documentation received from its manufacturers and suppliers of the raw glucosamine ingredients during the procurement process (such as purchase orders, bills of materials, certificates of analysis, and regulatory information sheets) in manufacturing the Settling Defendants' Glucosamine Sulfate Products. This sample documentation will be redacted for information that would identify the specific manufacturers or suppliers of the raw glucosamine ingredients.

(2) Class Counsel shall be entitled to use the documents provided under section 3.3(1) for internal purposes only. Class Counsel, the Plaintiff, and Settlement Class Members shall not be entitled to file or produce the documents furnished by the Settling Defendants in the Proceeding or in any other proceedings. Class Counsel and the Plaintiff acknowledge that maintaining the confidentiality of such documents is a material term of this Settlement Agreement.

SECTION 4– SETTLEMENT ADMINISTRATION PLAN

(1) On or after the Settlement Approval Hearing, the Plaintiff will apply to the Court for approval of the Settlement Administration Plan. The Settlement Administration Plan will set out:

- (a) the form and procedure by which notice of the Settlement Agreement shall be provided to the Settlement Class Members, including notice of the legal fees and expenses paid or payable to Class Counsel and the procedure by which Settlement Class Members can opt-out of the Proceeding;
- (b) the procedure by which Settlement Class Members can claim an entitlement under the Settlement Agreement; and
- (c) the procedure for the determination of eligible claims and the amount of those claims, and the subsequent payment of them.

(2) The Court shall have complete discretion to either approve or amend the Settlement Administration Plan provided no additional obligations or requirements are placed upon

the Settling Defendants. The Settlement Administration Plan shall not form part of this Settlement Agreement and the Settlement Approval Order shall not be contingent on either the approval, or the presentation, of the Settlement Administration Plan.

(3) The Settling Defendants shall not have standing to make submissions regarding the Settlement Administration Plan.

(4) The Settlement Fund shall be disbursed in accordance with the Settlement Administration Plan or as otherwise directed by the Court.

SECTION 5– RELEASES AND DISMISSALS

5.1 Release of Releasees

(1) Upon the Effective Date, and in consideration of payment of the Settlement Amount, and for other valuable consideration set forth in the Settlement Agreement, the Releasers forever and absolutely release the Releasees from the Released Claims.

(2) For greater clarity, there is no release of the Released Retailers and the Released Suppliers from claims in relation to products labelled as Glucosamine Sulfate Products manufactured by the Non-Settling Manufacturers, or any manufacturers other than the Released Manufacturers.

5.2 No Further Claims

(1) The Releasers shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, or otherwise join, assist, aid or act in concert in any manner whatsoever, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person or entity, any action, suit, proceeding, cause of action, claim or demand against any Releasee or any other person or entity who may claim contribution or indemnity, or other claims over relief, from any Releasee in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants.

5.3 Dismissal of the Proceedings

(1) The Proceeding shall be dismissed with prejudice and without costs as against the Settling Defendants as soon as reasonably possible after the Effective Date.

5.4 Claims Against Other Entities Reserved

(1) Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by Settlement Class Members against any person other than the Releasees.

SECTION 6 – EFFECT OF SETTLEMENT

6.1 No Admission of Liability

(1) Whether or not this Settlement Agreement is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute, regulation or law, or of any wrongdoing, fault or liability of any kind by the Settling Defendants, or of the truth of any of the claims or allegations contained in the Proceeding, or which could have been contained in the Proceeding, or any other pleading filed by the Plaintiff. The Settling Defendants expressly deny any and all allegations of wrongdoing, fault, violation of statute, regulation and law, and liability.

6.2 Agreement Not Evidence

(1) The Parties agree that, whether or not it is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, except for in the Proceeding, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

6.3 Public Statements

(1) Any press release or public statement made by the Plaintiff or Class Counsel about the Settlement shall be in a form agreed upon by the Parties, acting reasonably. The Parties agree that any such press release or public statement shall be consistent with the terms of

the Settlement Agreement, including that the Settlement has been negotiated and agreed to without any admissions or findings of liability, fault or wrongdoing, and without any admissions or conclusions as to the truth of any of the matters alleged in the Proceeding, with all such allegations being expressly denied by the Settling Defendants.

SECTION 7– MISCELLANEOUS

7.1 Releasees Have No Liability for Administration

(1) Except for the Settling Defendants' obligation to pay the Settlement Amount as set out in this Settlement Agreement, the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.

7.2 Headings, etc.

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

7.3 Computation of Time

- (1) In the computation of time in this Settlement Agreement, except where a contrary intention appears,
- (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and

- (b) only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

7.4 Ongoing Jurisdiction

- (1) The Court shall retain exclusive jurisdiction over the Proceeding, the parties thereto, the Settlement Fund, and the Class Counsel Fees in the Proceeding.

7.5 Governing Law

- (1) This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.

7.6 Entire Agreement

- (1) This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle, and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions, or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

7.7 Amendments

- (1) This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto and any such modification or amendment must be approved by the Court with jurisdiction over the matter to which the amendment relates.

7.8 Binding Effect

- (1) This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiff, the Settling Defendants, the Releasees, and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiff shall be binding upon all Releasors and each and every covenant and agreement made herein by the Settling Defendants shall be binding upon all of the Releasees.

7.9 Counterparts

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

7.10 Negotiated Agreement

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

7.11 Language

(1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

7.12 Recitals

(1) The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

7.13 Schedules

(1) The Schedules annexed hereto, including the form of Settlement Approval Order, form part of this Settlement Agreement.

7.14 Authorized Signatures

- (1) Class Counsel warrants that they are authorized to execute this Settlement Agreement on behalf of the Plaintiff and the Settlement Class Members and to execute and legally bind the Plaintiff and the Settlement Class Members to this Settlement Agreement.
- (2) Bennett Jones LLP warrants that it is authorized to execute this Settlement Agreement on behalf of the Settling Defendants.

7.15 Notice

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

For Plaintiff, Class
Members and for Class
Counsel in the Proceeding:


Mark Mounteer
BENNETT MOUNTEER
LLP
400 – 856 Homer Street
Vancouver, BC V6B 2W5
Telephone: 604-639-3680
Facsimile: 604-639-3681
Email: mm@hbmlaw.com

For the Settling Defendants:

Michael A. Eizenga/Joseph Blinick
BENNETT JONES
3400 One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4
Telephone: 416-863-1200
Facsimile: 416-863-1716
Email:
eizengam@bennettjones.com/blinickj@bennettjones.com

IN WITNESS THEREOF, the legal representatives of the Parties hereto have executed this Settlement Agreement as follows:

Date: Jan 15 / 2021

By: 
Mark W. Mounteer as Class Counsel
on behalf of the Plaintiff and
Settlement Class Members

Date: January 18, 2021



By: _____

Michael A. Eizenga, Bennett Jones LLP
on behalf of Vita Health Products Inc. and Sisu,
Inc.

SCHEDULE A – APPROVAL ORDER

No. S-197731
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

UTTRA KUMARI KRISHNAN

PLAINTIFF

and

JAMIESON LABORATORIES INC., WN PHARMACEUTICALS LTD., NATURAL FACTORS NUTRITIONAL PRODUCTS LIMITED, VITA HEALTH PRODUCTS INC., SISU, INC., SOBEYS CAPITAL INCORPORATED, REXALL/PHARMA PLUS PHARMACIES LTD., REXALL/PHARMA PLUS PHARMACIES (BC) LTD., REXALL PHARMACY GROUP LTD., MEDICINE SHOPPE CANADA INC., LOBLAW COMPANIES LIMITED, LOBLAWS INC., T&T SUPERMARKET INC., SHOPPERS DRUG MART CORPORATION, SHOPPERS DRUG MART INC., GEORGIA MAIN FOOD GROUP LTD., LONDON DRUGS LIMITED, BUY-LOW FOODS LIMITED PARTNERSHIP, BUY-LOW FOODS LTD., CHOICES MARKET LTD., SAVE-ON-FOODS LIMITED PARTNERSHIP, SAVE-ON-FOODS LTD., QUALITY FOODS LTD., PURE INTEGRATIVE PHARMACY, PHARMASAVE DRUGS LTD., PHARMASAVE DRUGS (NATIONAL) LTD., PHARMASAVE DRUGS (PACIFIC) LTD., PHARMACHOICE CANADA INC., COSTCO WHOLESALE CANADA LTD., AND WAL-MART CANADA CORP.

**ORDER MADE AFTER APPLICATION
(Settlement Approval)**

BEFORE) THE HONOURABLE) [DAY], THE ____
) MR JUSTICE BRANCH) DAY OF _____ 2020
))

ON THE APPLICATION of the Plaintiff coming on for hearing at Vancouver, British Columbia, on the [DATE], and on hearing Mark W. Munteer and David Jones, counsel for the Plaintiff and the Class; Michael A. Eizenga, counsel for the Defendants, Vita Health Products Inc. and Sisu, Inc. [and any other appearances].

THIS COURT ORDERS that:

1. The Settlement Agreement dated for reference [date], attached as Schedule "A" to this Order, is approved and is incorporated by reference into this Order. Capitalized terms not defined herein have the meanings ascribed to them in the Settlement Agreement.
2. This action is certified as a class proceeding against the Settling Defendants only for the purpose of, and in accordance with the terms of, the Settlement Agreement.
3. Class Members are defined for settlement purposes as:

All residents of Canada who, on or after May 6, 2004, purchased a product labelled as containing "glucosamine sulfate", "glucosamine sulfate potassium chloride", "glucosamine sulfate KCL", or "glucosamine sulfate • KCL", for purposes that were primarily personal, family or household, that was manufactured by one of the Defendant Manufacturers except for the Excluded Persons.
4. The Settlement Common Issue certified for determination is:
 - a. Did the Settling Defendants misrepresent the active ingredients in their Glucosamine Sulfate Products? If so, what damages, if any, did Settlement Class Members suffer?
5. The Plaintiff is appointed as the Representative Plaintiff on behalf of the Class Members.
6. This Order, including the Settlement Agreement, is binding upon each Class Member who does not validly opt-out of the Settlement in accordance with the terms of the Settlement Administration Plan, to be approved by the Court at a later date.
7. This Order, including, without limiting the generality of the foregoing, the certification of this action against the Settling Defendants, and the definitions of the Class and the Settlement Common Issues, is without prejudice to any position a Non-Settling Defendant may take in this action.
8. The Plaintiff and Class Members forever release the Releasees from and against any and all Released Claims.

9. All claims for contribution, indemnity, other claims over and other relief, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, against the Releasees, which were or could have been brought in this action, in any other proceeding, or otherwise by any Non-Settling Defendant against any Releasees, are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made (i) in respect of a claim against a Released Supplier or a Released Retailer in relation to products labelled as Glucosamine Sulfate Products manufactured by the Non-Settling Manufacturers, or (ii) by a person who has validly opted out of the Settlement).
10. If this Court ultimately determines that a claim for contribution, indemnity, other claims over or any other relief, whether in equity, in law, by statute, by regulation or otherwise, is a legally recognized claim:
 - a. The Class shall not be entitled to claim or recover from the Non-Settling Defendants that portion of any damages, restitutionary award, disgorgement of profits, interest and costs that corresponds to the proportionate liability of the Settling Defendants, the Released Retailers and the Released Suppliers proven at trial or otherwise;
 - b. The Class shall only be entitled to claim and recover from the Non-Settling Defendants those claims for damages, restitutionary award, disgorgement of profits, interest and costs attributable to the aggregate of the several liability of the Non-Settling Defendants; and
 - c. This Court shall have full authority to determine the proportionate liability of the Non-Settling Defendants at the trial or other disposition of the action, whether or not the Settling Defendants, the Released Retailers and the Released Suppliers appear at the trial, and the proportionate liability of the Settling Defendants, the Released Retailers and the Released Suppliers shall be determined as if the Settling Defendants, the Released Retailers and the Released Suppliers are parties to this Action and any determination by this Court in respect of the proportionate liability of the Settling Defendants, the Released Retailers and the Released Suppliers shall only apply in this action and shall not be binding in any other proceeding.

11. Nothing in this Order is intended to or shall limit, restrict or affect any arguments that the Non-Settling Defendants may make regarding the reduction of any assessment of damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs or judgment against them in favour of the Class, or the rights of the Class to oppose or resist any such arguments, except as provided for in this Order.
12. The Plaintiff is granted leave to dismiss the action against Vita Health Products Inc. and Sisu, Inc. with prejudice without costs.

8. The Notice of Civil Claim is amended in the form attached as Schedule "A".

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Mark W. Munteer
Lawyer for the Plaintiff

Signature of Michael A. Eizenga
Lawyer for the Defendants, Vita Health
Products Inc. and Sisu, Inc.

By the Court.

Registrar

THIS ORDER was prepared by the law firm of Bennett Munteer LLP, whose place of business and address for service is #400 – 856 Homer Street, Vancouver, British Columbia, V6B 2W5. Telephone: (604) 639-3680. Fax: (604) 639-3681. Counsel Reference: Mark W. Munteer