

**SUPERIOR COURT  
(CLASS ACTION)**

**CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTREAL**

**No.: 500-06-000597-126**

---

**GIANNI DEL ZOPPO**  
Petitioner

v.  
**ALL MARKET INC.**  
Respondent

---

**SETTLEMENT AGREEMENT**

---

1. **WHEREAS** this settlement agreement (the “**Agreement**”) is entered into by and among (i) named petitioner Gianni Del Zoppo on behalf of himself and the Class defined below and (ii) All Market Inc.
2. **WHEREAS** the Agreement shall be submitted to the Superior Court of Quebec for approval.
1. **Specifications and definitions:**
3. All amounts of money mentioned in the present Agreement are in Canadian dollars.
4. In this Agreement, in addition to the terms that are defined elsewhere herein, the following terms have the meanings specified below. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.
  - (a) “**Agreement**” means the written settlement agreement set out herein, including its Schedules and any written executed amendments thereto;
  - (b) “**Approval Hearing**” means court hearing held to determine whether the Agreement should be approved;
  - (c) “**Approval Order**” means the court order approving the Agreement;
  - (d) “**Claims Administrator**” means All Market Inc.;

- (e) “**Claim Form**” means the form submitted by a Class Member in order to obtain Compensation;
- (f) “**Claim Web Site**” means the bilingual web site set up by All Market Inc. to manage the settlement and inform Class Members. It will be set up immediately following the date of the Approval Order;
- (g) “**Class**” means the Class as set out more fully below;
- (h) “**Class Counsel**” means the lawyers of the Representative Plaintiff, specifically Consumer Law Group Inc.;
- (i) “**Class Member**” means a Person who resides in Canada and falls within the definition of the Class set out more fully below;
- (j) “**Class period**” means the period between February 28, 2009 and September 1, 2012;
- (k) “**Compensation**” means an amount between \$6 and \$25 given by All Market Inc. to a Class Member pursuant to the terms of the Agreement;
- (l) “**Court**” means the Superior Court of Quebec;
- (m) “**Defence Counsel**” means McCarthy Tétrault LLP;
- (n) “**Effective Date**” means 30 days after the Approval Order has been signed and entered and no appeals have been taken therefrom, or if any appeals have been taken, the date upon which such appeals are finally resolved in such manner as to permit the consummation of the settlement in accordance with the terms and conditions of the Agreement;
- (o) “**Litigation**” means the Quebec Class Action;
- (p) “**Opt Out Deadline**” means 90 days following the publication of the Pre-Approval Notice;
- (q) “**Opt Out Form**” means the form that enables a Class Member to exclude himself from the Agreement;
- (r) “**Person**” means a physical person;
- (s) “**Pre-Approval Notice**” means the notice that advises Class Members of the upcoming Approval Hearings of the Agreement;
- (t) “**Pre-Approval Order**” means the court order rendered with respect to the proposed Pre-Approval Notice;
- (u) “**Quebec Class Action**” means the class action commenced against All Market Inc. by Gianni Del Zoppo under docket number 500-06-000597-126;

- (v) “**Released Persons**” means All Market Inc., and each of its present or past directors, officers, employees, agents, shareholders, attorneys, advisors, consultants, representatives, partners, affiliates, parents, subsidiaries, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, related companies, and divisions, and each of its predecessors, successors, heirs and assigns;
- (w) “**Releasing Persons**” means the Representative Plaintiff, on behalf of himself, and the Class Members, as well as their respective heirs, executors, administrators, representatives, agents, partners, successors and assigns;
- (x) “**Representative Plaintiff**” means the petitioner named in the Litigation, specifically, Gianni Del Zoppo;
- (y) “**Schedules**” means the schedules incorporated by reference into to the Agreement;
- (z) “**Settling Parties**” means the Representative Plaintiff and All Market Inc.;
- (aa) “**Vita Coco® coconut water**” shall mean any product containing coconut water sold by All Market Inc., including all flavors and sizes, whether labeled and marketed in English or French.

## **II. The Class:**

- 5. The Class is composed of all Persons residing in Canada who have purchased in Canada between February 28, 2009 and September 1, 2012, Vita Coco® coconut water. Excluded from the Class are all Persons who timely and validly request exclusion from the Class pursuant to the Pre-Approval Notice disseminated and published in accordance with the Approval Order.
- 6. The Approval Order, once issued, shall bind those all Class Members in Canada.

## **III. History of the Litigation:**

- 7. Representative Plaintiff Gianni Del Zoppo filed a *Motion to Authorize the Bringing of a Class Action and To Ascribe the Status of Representative* (the “*Motion to Authorize*”) with the Superior Court of Quebec. The *Motion to Authorize* alleged, *inter alia*, that All Market Inc. has misrepresented the characteristics of Vita Coco® coconut water and more specifically that it: (1) offers less sodium, magnesium, and potassium than stated on its nutritional label, and (2) does not hydrate more effectively than less expensive sports drinks. The Representative Plaintiff sought leave to bring an action in damages, an injunction and an action in exemplary damages against All Market Inc. pursuant to the *Civil Code of Quebec*, R.S.Q. 1991, c. 64, and to the *Consumer Protection Act (Quebec)*, R.S.Q., c. P-40.1.
- 8. All Market Inc. has strenuously denied, and continues to deny, that it made any misrepresentations whatsoever with respect to its Vita Coco® coconut water. All Market Inc. further holds that the Quebec Class Action does not meet the criteria

for authorization specified in Article 1003 of the *Quebec Code of Civil Procedure* (the “**Code of Civil procedure**” or the “**C.C.P.**”), R.S.Q. c. C-25.

**IV. Settlement Negotiations:**

9. Class Counsel and Defence Counsel have engaged in good faith, constructive settlement discussions for several weeks. The Settling Parties knew about, approved and were kept informed of these ongoing discussions. On or about April 12, 2012, in conformity with the instructions provided by the Settling Parties, Class Counsel and Defence Counsel arrived at an agreement in principle to settle the Litigation.
10. The Representative Plaintiffs and Class Counsel believe that the claims asserted in the Litigation have merit and that the evidence developed to date supports those claims. They recognize and acknowledge the expense and length of the complex proceedings that will be required to prosecute the Litigation. The Representative Plaintiffs and Class Counsel have also taken into account the uncertain outcome and risks involved in continuing with the Litigation, as well as the difficulties and delays inherent to class action proceedings. Moreover, the Representative Plaintiffs and Class Counsel have concluded that the Agreement provides Class Members with benefits and is fair, reasonable, appropriate and in their best interests.
11. All Market Inc. has denied vigorously, and continues to deny, each and every allegation of liability and wrongdoing, and asserts that it has substantial factual and legal defences to all the claims alleged and that such claims are without merit. Nevertheless, All Market Inc. has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set out in the Agreement. Without admitting any wrongdoing or liability whatsoever, All Market Inc. accepts the terms of the Agreement provided that all issues relating to the subject matter of the Litigation are hereby completely resolved.

**V. Considerations:**

12. All Market Inc. evaluates the total amount of potential Compensation at \$ 1,000,000 if all Class Members claimed the Compensation.

**VI. Compensation:**

**(a) *Direct compensation***

13. All Market Inc. will provide to each Class Members that qualify Compensation in the following manner:
  - a) Class Members who sign and solemnly declare under penalty of perjury that they have purchased Vita Coco® coconut water in Canada between February 28, 2009 and September 1, 2012: \$6;

b) Class Members who sign and solemnly declare under penalty of perjury that they have purchased Vita Coco® coconut water in Canada between February 28, 2009 and September 1, 2012 AND have proof of purchase will be entitled to receive an amount between \$6 and \$25, depending on the following:

- If the proof or proofs of purchase show total purchase(s) during the Class period of less than \$6, the Class Member is entitled to \$6;
- If the proof or proofs of purchase show purchase(s) between \$6 and \$25 during the Class period, then the Class Member is entitled to this amount of purchase;
- If the proof or proofs of purchase show purchase(s) above \$25, during the Class period, then the Class Member is entitled to \$25.

14. It is understood that the *Fonds d'aide aux recours collectifs* will be entitled to claim a percentage of 2% on each individual amount of Compensation paid in money to Class Members. This means that Class Members will actually receive 98% of the amount between \$6 to \$25 that is applicable to them.

**(b) Indirect compensation**

15. Starting at the latest on September 1, 2012, All Market Inc. will modify the labels of its Vita Coco® coconut water sold in Canada and the communications surrounding this product, as provided in Schedule C to the present Agreement. While All Market Inc. is in the process of changing the labels, the Settling Parties understand and agree that products with the existing labels already in the stream of distribution will continue to be sold until those supplies are exhausted.

16. Beginning at the latest on September 1, 2012 and running for a period of four years from the Effective Date, All Market Inc. shall, at its costs: (1) implement changes to the labels and advertising of its Vita Coco® coconut water sold in Canada to more clearly describe the variable nature of coconut water by, among other things, creating geographically distinct labelling and destroying existing inventories of labels; and (2) increase quality control of Vita Coco® coconut water sold in Canada, including but not limited to, hiring additional quality control personnel, creating a robust and regular independent testing program, and rejecting non-compliant Vita Coco Vita Coco® coconut water. All Market Inc. shall provide Class Counsel, within thirty days of the anniversary of the Effective Date for the next four years, a report of the cost and expenditures associated with this program. And All Market Inc. shall refrain from making any representations that Vita Coco® coconut water sold in Canada is more hydrating than sports drinks unless it has scientific evidence supporting such claim.

**(c) Award for Representative Plaintiff Gianni Del Zoppo**

17. All Market Inc. will pay an incentive award of \$ 500 to Representative Plaintiff Gianni Del Zoppo in consideration for the time and efforts he has put into the Litigation and its preparation. All Market Inc. shall pay this award to Defence

Counsel in trust for Representative Plaintiff five business days after the Superior Court of Quebec has issued the Approval Order. This award deposited in trust shall be released to Class Counsel by Defence Counsel five business days after the Effective Date. Class Counsel shall then remit this award to Representative Plaintiff.

**VII. Claims Process and Administration:**

18. All Market Inc. is designated as the claims administrator.
19. To obtain Compensation:
  - a) Class Members must:
    - i) complete and submit by mail a timely Claim Form (Schedule A of the present Agreement) OR
    - ii) send by e-mail with the information requested in the Claim Form with a signature and a solemn declaration as attachment; OR
    - ii) on the Claim Web Site, complete the electronic Claim Form and attach a signature and a solemn declaration,
  - b) in which he/she solemnly declare under penalty of perjury that he/she has purchased in Canada Vita Coco® coconut water between February 28, 2009 and September 1, 2012;
  - c) AND, if applicable, provide one or more proof(s) of purchase for this product.
20. The Claim Form must be postmarked, sent by e-mail or completed on the Claim Web Site no later than 60 days after the Effective Date (i.e. between 30 to 90 days after the Court has issued the Approval Order).
21. Class Members are entitled to submit only one claim.
22. The Claims Administrator shall offer to Class Members the choice to communicate in French or in English.
23. If the Claims Administrator determines that a Claim Form meets the requirements specified above, the Claims Administrator shall send the Class Member, by mail, the applicable Compensation.
24. If the Class Member submits an incomplete Claim Form, the Claims Administrator shall give the Class Member written notice of the deficiencies and the Class Member shall have 60 days from the date of the written notice to cure the deficiencies. If, within the time provided, the Class Member cures these deficiencies and the Claims Administrator determines that the Claim Form complies with the requirements specified above, the Claims Administrator shall send the Class Member, by mail, the applicable Compensation. Class Member shall have only one opportunity to cure.

**VIII. Dispute Resolution:**

25. Any dispute involving the right of a Class Member to participate in the Agreement or receive Compensation shall be dealt with first by the Claims Administrator and All Market Inc., which will try to settle it. If there is still a dispute, Class Counsel and Defence Counsel shall meet, confer and attempt to reach a resolution, and, if unable to resolve the issue, shall submit for decision any issue on which they disagree to the judge of the Superior Court of Quebec who will be seized with the approval of the Agreement.

**IX. Court approval of the Agreement:****(a) *Pre-Approval Notice***

26. Promptly following execution of the Agreement, Class Counsel shall file a motion with the Superior Court of Quebec for approval of the Pre-Approval Notice and shall seek to obtain the Pre-Approval Order.

**(b) *Motions for Approval***

27. Class Counsel shall file a motion with the Superior Court of Quebec for approval of the Agreement and shall seek to obtain the Approval Order.
28. Subject to judicial approval and only for purposes of the Agreement, All Market Inc shall consent to the authorization of the Quebec Class Action pursuant to Articles 1002 and 1006 C.C.P.
29. No later than 10 days before the Approval Hearing, All Market Inc. shall provide Class Counsel with an affidavit or declaration, by a competent affiant or declarant, attesting that the Pre-Approval Notice has been disseminated in accordance with the Pre-Approval Order.
30. Objections to the Agreement can be formulated by Class Members before the Quebec Court. Objections, including all briefs or other papers or evidence in support thereof, shall be postmarked, served, filed and received by Class Counsel and Defence Counsel no later than 10 days prior to the Approval Hearing. Any Class Member who wishes to appear before the Court at the Approval Hearing must postmark, serve and file notice of such intent to be heard no later than 10 days prior to the Approval Hearing.
31. At the Approval Hearing, Class Counsel and Defence Counsel shall move for final approval of the Agreement and present their arguments in support thereof.

**(c) *Failure to Obtain Approval Order***

32. If the Agreement is not approved by the Superior Court of Quebec, the Settling Parties shall be restored to their respective positions in the Litigation.

**X. Notice Requirements and Opting Out:****(a) *Pre-Approval Notice***

33. All Market Inc. shall, at its sole expense, notify Class Members of the Agreement by way of a Pre-Approval Notice which states *inter alia*: (i) that the Agreement will be submitted to the Superior Court of Quebec for approval, specifying the date and place of such proceedings; (ii) the nature of the Agreement and the method of its execution; (iii) the procedure to be followed by the Class Members to prove their Claims; and (iv) that the Class Members have the right to present their arguments to the Court as regards the Agreement. Attached as Schedule B is the proposed Pre-Approval Notice.
34. The Pre-Approval Notice shall be published in the following newspapers: La Presse and The Globe & Mail.
35. Prior to its dissemination, the Pre-Approval Notice shall be submitted to the Superior Court of Quebec for Pre-Approval Order, as indicated above.

**(b) Settlement Notice**

36. Once the Approval Order has been issued, All Market Inc. shall, at its sole expense, maintain a bilingual Claim Web Site which will, *inter alia*, describe the Class, summarize the essential elements of the Agreement, advise Class Members of their right to opt out and provide for the electronic submission of the Claim Form.
37. Prior to its set-up, a copy of the relevant pages of the Claim Web Site will be submitted to the Superior Court of Quebec at the Approval Hearing.

**(c) Opting Out of the Agreement**

38. Class Members who do not wish to be bound by the Agreement may opt out of the Agreement. Class Members who want to opt out and who are residents of Quebec must do so by giving notice to the Clerk of the Superior Court of Quebec by the Opt Out Deadline and in the manner prescribed by the *Code of Civil Procedure*, as well as complete the Opt Out Form, attached as Schedule D, and file it with All Market Inc. by the Opt Out Deadline. All other Class Members who want to opt out must complete the Opt Out Form, attached as Schedule D, and file it with All Market Inc. by the Opt Out Deadline.
39. All Market Inc., within thirty (30) days following the Opt Out Deadline, must provide Class Counsel and Defence Counsel a list of all Opt Out Forms. All Market Inc. must also cross reference the Class Members who have opted out against the filed claims to ensure that someone who has opted out cannot receive any benefit under the Agreement.

**XI. Class Counsel fees:**

40. Class Counsel fees and expenditures shall be paid by All Market Inc. pursuant to the terms and conditions specified below.
41. Within the Motion for leave to approve the Agreement, Class Counsel will ask the Court to approve their global award of attorney fees and for reimbursement of

- their expenditures (“Class Counsel Fees”) of \$ 115,000 plus the Goods and Services Tax (“GST”) and Quebec Sales Tax (“QST”).
42. All Market Inc. shall pay the Class Counsel Fees to Defence Counsel in trust for Class Counsel five business days after the Superior Court of Quebec has issued the Approval Order. All amounts deposited in trust shall be released to Class Counsel by Defence Counsel five business days after the Effective Date.
43. The procedure for the grant or denial by the Superior Court of Quebec of Class Counsel Fees is to be considered separately from the judicial evaluation of the fairness, reasonableness and appropriateness of the Agreement. Any order or proceedings relating to the application for a Class Counsel Fees shall not operate to terminate or cancel the Agreement.

**XII. Fonds d’aide aux recours collectifs :**

44. For Quebec residents, it is understood that the *Fonds d’aide aux recours collectifs* will be entitled to claim the percentage of 2% on each individual Compensation paid in money to Class Members, as provided for at s. 1(3)(a) of the *Règlement sur le pourcentage prélevé par le Fonds d’aide aux recours collectifs*, R.R.Q., c. R-2.1, r. 2.

**XIII. Releases:**

45. Upon the Effective Date, the Representative Plaintiffs on behalf of themselves and the Class Members hereby fully, finally, and forever release, relinquish, and discharge the Released Persons from any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, restitution, disgorgement, costs, attorney fees, losses, expenses, obligations or demands, of any kind whatsoever that the Releasing Persons may have or may have had, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis or on behalf of the general public, whether known or unknown, suspected or unsuspected, threatened, asserted or unasserted, actual or contingent, liquidated or unliquidated, that were alleged or could have been alleged in the Litigation, regarding the representations surrounding the Vita Coco® coconut water sold in Canada, including without limitation, claims relating to any alleged defect, misrepresentation, or failure to disclose regarding Vita Coco® coconut water sold in Canada and bought or obtained by Representative Plaintiffs or Class Members on or before September 1, 2012 (“**Released Claims**”).
46. Nothing in this Agreement shall constitute or shall be deemed to constitute a waiver by All Market Inc. of any defence with respect to any Class Member who opts out of the Agreement, or in the event this Agreement is not approved by the Court.
47. Any Compensation paid or given pursuant to the Agreement is made without admission of liability. The Releasing Parties agree that the Agreement, the Pre-Approval Order and the Approval Order rendered in respect of the Agreement shall not constitute an admission or be used as evidence against All Market Inc.

Nothing in the Agreement shall be used for any purpose in any legal proceeding unless expressly authorized herein.

**XIV. Miscellaneous Provisions:**

48. The Agreement and its Schedules supersede all prior settlement agreements, whether oral or in writing, pertaining to the subject matter of the Litigation and constitute the entire agreement among the Settling Parties. No representations, warranties, or inducements have been made to any Settling Party concerning the Agreement or its Schedules other than the representations, warranties, and covenants covered and memorialized herein.
49. The Settling Parties acknowledge that it is their intent to consummate the Agreement, and they agree to co-operate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement.
50. The Settling Parties intend the Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Agreement shall not be deemed an admission by any Settling Party as to the merits of any claim or defence. The Settling Parties agree that the consideration provided to the Class Members and the other terms of the Agreement were negotiated in good faith, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.
51. Neither the Agreement, nor any act performed or document executed pursuant to or in furtherance of the Agreement is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claims, or of any wrongdoing or liability of All Market Inc., or is or may be deemed to be or may be used as an admission of, or evidence of, any fault, omission, wrongdoing or liability of All Market Inc. in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal. All Market Inc. may file this Agreement and/or the Approval Order in any action that may be brought against it in order to support any defence or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defence or counterclaim.
52. All Market Inc. has denied vigorously, and continues to deny, each and every allegation of liability and wrongdoing, and assert that they have substantial factual and legal defences to all the claims alleged and that such claims are without merit. Nevertheless, All Market Inc. has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set out in the Agreement. Without admitting any wrongdoing or liability whatsoever, All Market Inc. accepts the terms of the Agreement provided that all issues relating to the subject matter of the Litigation are hereby completely resolved.
53. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Agreement.

54. Class Counsel shall not contact the media or react to the media regarding any aspect of this Agreement or the settlement.
55. All of the Schedules to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.
56. Unless otherwise ordered by the Court, the Settling Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement.
57. The captions contained in the Agreement are inserted only as a matter of convenience and in no way define, extend or describe the scope of the Agreement or the intent of any provision thereof.
58. Except as otherwise provided herein, the Settling Parties shall bear their own respective costs.
59. Class Counsel, on behalf of the Class Members, are expressly authorized by the Representative Plaintiff to take all appropriate action required or permitted to be taken by the Class pursuant to the Agreement to effect its terms, and are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Class Members whom Class Counsel deems appropriate.
60. Each counsel or other Person executing the Agreement or any of its Schedules on behalf of any Settling Party hereby warrants that such Person has the full authority to do so.
61. The Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original counterparts shall be filed with the Superior Court of Quebec.
62. The Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.
63. The Superior Court of Quebec shall retain jurisdiction with respect to implementation and enforcement of the terms of the Agreement and all parties hereto submit to the jurisdiction of this Court for purposes of implementing and enforcing the Agreement.
64. None of the Settling Parties, or their respective counsel, shall be deemed the drafter of this Agreement or its Schedules for purposes of construing the provisions thereof. The language in all parts of the Agreement and its Schedules shall be interpreted according to its fair meaning, and shall not be interpreted for or against any of the Settling Parties as the drafter thereof.
65. No Class Counsel, or anyone employed by Class Counsel, may, directly or indirectly, participate in or be involved in, or in any way assist with respect to any action related in any way to this Litigation. Moreover, no Class Counsel or

anyone employed with Class Counsel may divulge any information obtained in the course of the Litigation to anyone for any purpose.

66. This Agreement and the Schedules hereto shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of Quebec.
67. The parties acknowledge that they have required and consented that the Agreement and all related documents be prepared in both French and English. Both versions are equally authoritative. *Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en français et en anglais. Les deux versions ont la même valeur.*
68. The Agreement constitutes a transaction pursuant to Articles 2631 and following of the *Civil Code of Quebec* and the Settling Parties are hereby renouncing to any errors of fact, law and/or calculation.
69. Any and all notices, requests, directives or communications required by the Agreement shall be in writing and shall, unless otherwise expressly provided herein, be given personally, by e-mail, by postage prepaid mail or by facsimile transmission followed by postage prepaid mail and shall be addressed as follows:

**IF TO:****GIANNI DEL ZOPPO**

Care of:

Me Jeff Orenstein  
**Consumer Law Group Inc.**  
 1123, Clark St., 3<sup>rd</sup> Floor  
 Montreal, Quebec H2Z 1K3  
 Phone 514-266-7863  
 Fax 514-868-9690  
 jorenstein@clg.org

**IF TO:****ALL MARKET INC.**

Care of:

Me Donald Bisson  
**McCathy Tétrault LLP**  
 Suite 2500  
 1000 de la Gauchetière Street West  
 Montreal, Quebec H3B 0A2  
 Phone 514-397-4261  
 Fax : 514-875-6246  
 dbisson@mccarthy.ca

SIGNED in Montreal on \_\_\_\_\_

---

(s) Donald Bisson  
 McCarthy Tétrault LLP  
 On behalf of All Market Inc.

SIGNED in Montreal on \_\_\_\_\_

\_\_\_\_\_  
(s) Jeff Orenstein  
Consumer Law Group Inc.  
On behalf of Gianni Del Zoppo

\*\*\*\*\*

**SCHEDULE “A”****Claim Form for Direct compensation****Vita Coco® coconut water Settlement Program in Canada****INSTRUCTIONS – TERMS AND CONDITIONS**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY TO DETERMINE IF YOU QUALIFY UNDER THIS PROGRAM.**

**I- WHO IS ELIGIBLE TO MAKE A CLAIM**

The following terms and conditions govern this Vita Coco® coconut water Settlement Program in Canada:

1. You must be a resident of Canada who purchased in Canada between February 28, 2009 and September 1, 2012, Vita Coco® coconut water.
2. Excluded from the Class are all Persons who timely and validly request exclusion from the Class.
3. You are entitled to submit only one claim for all your purchases of Vita Coco® coconut water in Canada between February 28, 2009 and September 1, 2012.

**II- THE SETTLEMENT**

4. The settlement provides for three types of compensation – the present claim form covers the first type, the Direct compensation.

**(a) Direct compensation**

5. All Market Inc. will provide to each Class Members that qualify Compensation in the following manner:

a) Class Members who sign and solemnly declare under penalty of perjury that they have purchased Vita Coco® coconut water in Canada between February 28, 2009 and September 1, 2012: \$6;

b) Class Members who sign and solemnly declare under penalty of perjury that they have purchased Vita Coco® coconut water in Canada between February 28, 2009 and September 1, 2012 AND have proof of purchase will be entitled to receive an amount between \$6 and \$25, depending on the following:

- If the proof or proofs of purchase show total purchase(s) during the Class period of less than \$6, the Class Member is entitled to \$6;

- If the proof or proofs of purchase show purchase(s) between \$6 and \$25 during the Class period, then the Class Member is entitled to this amount of purchase;
  - If the proof or proofs of purchase show purchase(s) above \$25, during the Class period, then the Class Member is entitled to \$25.
6. For Quebec residents, it is understood that the *Fonds d'aide aux recours collectifs* will be entitled to claim a percentage of 2% on each individual amount of Compensation paid in money to Class Members. This means that Class Members will actually receive 98% of the amount between \$6 to \$25 that is applicable to them.

**(b) Indirect compensation**

7. Starting at the latest on September 1, 2012, All Market Inc. will modify the labels of its Vita Coco® coconut water sold in Canada and the communications surrounding this product, to more clearly describe the variable nature of coconut water.

**III- HOW TO MAKE A CLAIM**

8. To receive a Compensation, you must make a claim in the following way.
9. To make a claim, you must complete and submit this Claim Form, along with any required documentation, in compliance with the instructions below, and under penalty of perjury.
10. To obtain Compensation:
- a) you must:
    - i) complete and submit by mail the present Claim Form to the following address: [address]; OR
    - ii) send by e-mail [at the address: ...] with the information requested in the present Claim Form with a signature and the solemn declaration as attachment; OR
    - ii) on the Claim Web Site [address], complete the electronic Claim Form and attach a signature and the solemn declaration,
  - b) in which you solemnly declare under penalty of perjury that you have purchased in Canada Vita Coco® coconut water between February 28, 2009 and September 1, 2012;
  - c) AND, if applicable, provide one or more proof(s) of purchase for this product.
11. The Claim Form must be postmarked, sent by e-mail or completed on the Claim Web Site no later than [DATE] (i.e. 60 days after the Effective Date (i.e. between 30 to 90 days after the Court has issued the Approval Order)).

12. Class Members are entitled to submit only one claim.
13. Duplicate or incomplete claim forms will not be honoured.
14. If applicable, submit proof of purchase consisting of an itemized, dated sales receipt or invoice or a credit card statement showing a qualifying Vita Coco® coconut water purchase.
15. Keep copies for your records.
16. Lost, late, or misdirected mail or e-mail is not the responsibility of All Market Inc. or its agents. Please allow four to six weeks from the date your claim is processed to receive your Compensation. Compensation can only be mailed to you at an address within Canada.

#### **IV- CLAIM FORM**

17. To request Compensation:
  - i) you must print, complete and sign the claim form below. If applicable, attach your proof of purchase to the completed claim form and mail them to the address below. All requests must be postmarked on or before [DATE].

OR

  - ii) send by e-mail [at the address: ....] with the information requested below in the present Claim Form with a signature and the solemn declaration as attachment. If applicable, attach your proof of purchase to the completed claim form;

OR

  - ii) on the Claim Web Site [address], complete the electronic Claim Form and attach a signature and the solemn declaration. If applicable, attach your proof of purchase to the completed claim form.

Received claim forms will be checked for validity, and qualifying purchasers should receive their Compensation in four to six weeks from the date your claim form is processed.

#### **PERSONAL INFORMATION**

**Please provide the following information, which will be treated as confidential.**

**Any Compensation that All Market Inc. provides in response to your claim will be issued to the name and street address you provide. Please print clearly**

Name:	
-------	--

Address:	
City:	
Province:	
Postal Code:	
Phone number (optional):	
E-mail (if available - optional):	
If known, store(s) where Vita Coco® coconut water was purchased	
If known, date(s) of purchase(s) (MM / DD / YYYY)	

**Acknowledgement, Certification and Release:**

I am a Canadian resident and I solemnly declare under penalty of perjury that I have purchased Vita Coco® coconut water in Canada between February 28, 2009 and September 1, 2012.

**IF APPLICABLE:** I attach a proof of purchase of Vita Coco® coconut water in Canada between February 28, 2009 and September 1, 2012.

By signing and dating this form below, I acknowledge that I have read the terms and conditions herein and am qualified to obtain a Compensation under this Settlement Program. I also hereby fully, finally, and forever release All Market Inc. of all claims related to the representations it has made in relation to Vita Coco® coconut water in Canada between February 28, 2009 and September 1, 2012, as more described in the settlement agreement.

I state under penalty of perjury that the information provided above is true. All information is complete and accurate.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

### REMINDER

**Please note the following deadline for postmarking/e-mailing your Claim Form and supporting documentation:**

- The deadline for submitting a claim is [DATE].
- If you have any questions while completing the Claim Form please contact All Market Inc. at [PHONE] or at [web address].

**SCHEDULE “B”****PRE-APPROVAL NOTICE****Vita Coco® coconut water Settlement Program in Canada****NOTICE OF UPCOMING COURT HEARING ON THE APPROVAL OF A CLASS ACTION SETTLEMENT AGREEMENT****PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS****THE CLASS:**

A proposed settlement has been reached with respect to the class action commenced against All Market Inc. by Gianni Del Zoppo before the Superior Court of Quebec under docket number 500-06-000597-126 on behalf of the Class defined as:

All Persons residing in Canada who have purchased in Canada between February 28, 2009 and September 1, 2012, Vita Coco® coconut water.

Excluded from the Class are all Persons who timely and validly request exclusion from the Class pursuant to the Pre-Approval Notice disseminated and published in accordance with the Approval Order.

**SUMMARY:**

All Market Inc. has agreed to provide for three types of compensation, as follows:

**(a) *Direct compensation***

All Market Inc. will provide to each Class Members that qualify Compensation in the following manner:

- a) Class Members who sign and solemnly declare under penalty of perjury that they have purchased Vita Coco® coconut water in Canada between February 28, 2009 and September 1, 2012: \$6;
- b) Class Members who sign and solemnly declare under penalty of perjury that they have purchased Vita Coco® coconut water in Canada between February 28, 2009 and September 1, 2012 AND have proof of purchase will be entitled to receive an amount between \$6 and \$25, depending on the following:
  - If the proof or proofs of purchase show total purchase(s) during the Class period of less than \$6, the Class Member is entitled to \$6;

- If the proof or proofs of purchase show purchase(s) between \$6 and \$25 during the Class period, then the Class Member is entitled to this amount of purchase;
- If the proof or proofs of purchase show purchase(s) above \$25, during the Class period, then the Class Member is entitled to \$25.

For Quebec residents, it is understood that the *Fonds d'aide aux recours collectifs* will be entitled to claim a percentage of 2% on each individual amount of Compensation paid in money to Class Members. This means that Class Members will actually receive 98% of the amount between \$6 to \$25 that is applicable to them.

**(b) Indirect compensation**

Starting at the latest on September 1, 2012, All Market Inc. will modify the labels of its Vita Coco® coconut water sold in Canada and the communications surrounding this product, to more clearly describe the variable nature of coconut water.

**(c) Award for Representative Plaintiff Gianni Del Zoppo**

All Market Inc. will pay an incentive award of \$ 500 to Representative Plaintiff Gianni Del Zoppo in consideration for the time and efforts he has put into the Litigation and its preparation.

**CLASS COUNSEL FEES:**

In addition, All Market Inc. has agreed to pay the legal fees and disbursements of class counsel (plus taxes) as more described in the Settlement Agreement. This amount is paid over and above any compensation to Class Members and will not come out of or in any way reduce the settlement payments to Class Members under the proposed settlement.

**IMPORTANT DATES – APPROVAL, OPT OUT AND OBJECTION:**

A motion to approve the settlement will be heard by the Québec Superior Court, 1 Notre Dame Street East, Montréal, Québec on [DATE].

If the proposed settlement is approved, it will be binding on all Class Members except those who timely and properly opt out.

If you wish to opt out, you must no later than [DATE – N.B. 90 days following the publication of the Pre-Approval Notice]: i) complete and submit by mail the Opt Out Form; OR ii) send by e-mail the Opt Out Form with your signature; OR iii) on the Claim Web Site [address], complete the electronic Opt Out Form Claim Form and attach a signature. Class Members who want to opt out and who are residents of Quebec must IN ADDITION give notice to the Clerk of the Superior Court of Quebec. The Opt Out Form is available at [address].

If you wish to object to the proposed settlement, you must send a written notice of objection to Class Counsel and Defence Counsel by no later than **[DATE- 10 days prior to the Approval Hearing]**. Your written objection should include (a) your name, address, e-mail address and telephone number; (b) a brief statement of the reasons for your objection; and (c) whether you plan to attend at the hearing in person or through a lawyer, and if by lawyer, the name, address, e-mail address and telephone number of the lawyer. Class Members who do not oppose the proposed settlement need not appear at the settlement approval hearing or take any other action at this time.

#### **IMPORTANT DATES – WHEN TO MAKE A CLAIM:**

A Claim Form must be postmarked, sent by e-mail or completed on the Claim Web Site **[address]** no later than 60 days after the date the Superior Court of Quebec has approved the settlement agreement. There will be no further notice in the newspapers of this settlement agreement.

#### **FURTHER INFORMATION:**

A complete copy of the Settlement Agreement, and detailed information on how to obtain or file a Claim are available on Class Counsel's website at [www.clg.org](http://www.clg.org) and on the following Claims Web Site **[address]**. To obtain a paper copy, please call All Market Inc. at **[PHONE]**.

The Class Counsel, or law firm representing the petitioner, is the following:

Me Jeff Orenstein  
**Consumer Law Group Inc.**  
1123, Clark St., 3<sup>rd</sup> Floor  
Montreal, Quebec H2Z 1K3  
Phone: 1-888-909-7863  
514-266-7863  
416-479-4493  
Fax 514-868-9690  
[jorenstein@clg.org](mailto:jorenstein@clg.org)

If there is a conflict between the provisions of this Notice and the Settlement Agreement and any of its Schedules, the terms of the Settlement Agreement shall prevail.

This notice has been approved by the Québec Superior Court.

**SCHEDULE “C”**

**Vita Coco® coconut water Settlement Program in Canada**

**MODIFICATIONS TO THE LABELS AND THE COMMUNICATIONS**

**SCHEDULE “D”****Opting out from the Vita Coco® coconut water Settlement Program in Canada****OPT OUT FORM**

Class Members are bound by the terms of the Settlement Agreement, unless they opt out of the class action.

If you opt out, you will not be entitled to make a claim or to receive any Compensation. If you opt out, you should be aware that there are strictly enforced time limits within which you must take formal legal action to pursue your claim. By opting out, you will take full responsibility for taking all necessary legal steps to protect your claim.

If you wish to opt out, you must no later than **[DATE – N.B. 90 days following the publication of the Pre-Approval Notice]**:

- i) complete and submit by mail the present Opt Out Form to the following address: **[address]**; OR
- ii) send by e-mail **[at the address: ...]** the present Opt Out Form with your signature; OR
- ii) on the Claim Web Site **[address]**, complete the electronic Opt Out Form Claim Form and attach a signature.

Class Members who want to opt out and who are residents of Quebec must IN ADDITION give notice to the Clerk of the Superior Court of Quebec at:

Clerk of the Superior Court of Quebec  
 Palais de Justice  
 1, rue Notre-Dame Es  
 Montreal (Quebec) H2Y 1B6  
 Court file no. 500-06-000597-126

**OPTING OUT FORM**

Name:	
Address:	
City:	
Province:	
Postal Code:	
Phone number (optional):	

E-mail (if available - optional):	
If known, store(s) where Vita Coco® coconut water was purchased	
If known, date(s) of purchase(s) (MM / DD / YYYY)	

I wish to opt out of the Vita Coco® coconut water Settlement Program in Canada.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature