



*O'Neil v. SunOpta, Inc., et al.*, proceeding in the Ontario Superior Court of Justice under Court File No. 57453CP, as amended (the "Canadian Action").

Subject to the approval of the United States District Court for the Southern District of New York, pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Stipulation is entered into among Lead Plaintiffs, Western Washington Laborers-Employers Pension Trust and Operating Engineers Construction Industry and Miscellaneous Pension Fund (hereinafter, individually and collectively, "U.S. Lead Plaintiffs") on behalf of themselves and the U.S. Class (as defined herein) and the defendants SunOpta Inc. ("SunOpta"), Organic Ingredients, Inc., Cleugh's Frozen Foods, Inc., Pacific Fruit Processors, Inc., Steven R. Bromley, John H. Dietrich, Stephen R. Bronfman, Jeremy Kendall, Christopher Snowden, Joseph Riz and Sergio Varela (the "U.S. Defendants"), by and through their respective counsel.

Subject to the approval of the Ontario Superior Court of Justice, pursuant to Section 29 of the Ontario *Class Proceedings Act, 1992*, this Stipulation is entered into among John O'Neil (hereinafter "O'Neil" or "Canadian Representative Plaintiff") on behalf of himself and the Canadian Class (as defined herein) and the defendants, SunOpta, Steven R. Bromley and John H. Dietrich (the "Canadian Defendants"), by and through their respective counsel.

It is a condition to the Settlement (as defined herein) that the U.S. Action and the Canadian Action (collectively, the "Actions") be settled contemporaneously and that the Settlement be approved by both of the respective courts in the Actions.

WHEREAS:

A. On and after January 28, 2008, several purchasers of SunOpta common stock filed separate securities class action lawsuits in the United States District Court for the Southern District of New York;

B. On March 18, 2008, O'Neil commenced the Canadian Action through his counsel, Siskinds LLP (the "Canadian Class Counsel"), against the Canadian Defendants before the Ontario Superior Court of Justice on his behalf and on behalf of a putative class comprised of all persons with certain exceptions, who acquired securities of SunOpta during the period between May 8, 2007 and January 24, 2008, and who held some or all of those securities on January 25, 2008. The Canadian Action alleges, among other things, that the Defendants' public statements, as well as statements made in a registration statement and prospectus issued in connection with a secondary stock offering in December 2007 ("Registration Statement and Prospectus"), were materially false and misleading. The Canadian Action pleads negligence, negligent misrepresentation and conspiracy against the Canadian Defendants;

C. On March 28, 2008, the U.S. Lead Plaintiffs moved to consolidate the U.S. complaints and be appointed co-lead plaintiffs and for the approval of Coughlin Stoia Geller Rudman & Robbins LLP as lead counsel ("U.S. Lead Plaintiffs' Counsel") in the consolidated action. On January 30, 2009, the Court granted this motion and on April 14, 2009, the U.S. Lead Plaintiffs filed the U.S. Action alleging, among other things, that SunOpta and the other U.S. Defendants violated §§11, 12(a)(2) and 15 of the Securities Act of 1933 and 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder by issuing public false and misleading statements. The alleged statements were made or omitted from the Registration Statement and Prospectus, and in press releases and SEC filings during the Class Period. The U.S. Action sought to have a certified class comprised of all persons who purchased SunOpta common stock during the period from February 23, 2007 through January 27, 2008, other than certain specified excluded persons;

D. In September 2008, O'Neil filed a motion for leave to pursue claims under Part XXIII.1 of the Ontario *Securities Act* and to amend the Canadian Action to incorporate such claims, and for certification of the Canadian Action as a class proceeding. The motion also sought leave to add Sergio Varela, Jeremy Kendall, Joseph Riz, Cyril Ing, Allan Routh, Robert Fetherstonagh, James Rifenbergh, Katrina Houde-Lovas, Stephen Bronfman and Steven Townsend as Defendants; by agreement between the parties however, that request for relief was discontinued without prejudice to O'Neil seeking such relief at a later stage. Responding motion materials were filed by the Canadian Defendants. A hearing on the balance of the motion was adjourned pending mediation efforts and scheduled to be heard from September 2-4, 2009;

E. With the assistance of the Honorable Daniel Weinstein (Ret.), a retired California Superior Court judge acting as a mediator, the respective plaintiffs in the Actions, by their counsel, conducted discussions and arm's-length negotiations with counsel for the Defendants with respect to a global compromise and settlement of the Actions, with a view to settling all of the issues in dispute and achieving the best relief possible consistent with the interests of the respective classes in the Actions. Such discussions and negotiations included the exchange of mediation submissions including documents and case law, and culminated in a one-day mediation session on July 8, 2009, overseen by Judge Weinstein;

F. In furtherance of a single settlement class period for the Actions, O'Neil shall, prior to seeking the Canadian Pre-Approval Order, further amend the Canadian Action to encompass claims arising within the entire Class Period (as defined herein). Such amendments shall take the form of the Amended Amended Statement of Claim attached hereto as Exhibit "A", and are to be considered included in the definition of the Canadian Action.

G. This Stipulation shall not be construed or deemed to be a concession by the U.S. Lead Plaintiffs, the Canadian Representative Plaintiff or any Class Member (as defined below) of any infirmity in the claims asserted in the Actions or any other action. Nonetheless, they recognize the expense and length of continued proceedings necessary to prosecute the Actions through trial and appeals, and also have taken into account the uncertain outcome and risk of any litigation, especially in complex actions such as the Actions, as well as the delays inherent in such litigation. They are further mindful of the inherent problems of proof under, and defenses to, the securities law and common law violations asserted in the Actions, and believe that the settlement provided for in this Stipulation confers substantial benefits upon the Class (as defined herein). Having made a thorough investigation, U.S. Lead Plaintiffs and the Canadian Representative Plaintiff and their respective counsel have determined that the settlement provided for in this Stipulation is fair, reasonable, adequate, and in the best interests of the Class; and

H. This Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any Defendant or Proposed Individual Defendant with respect to any claim of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that the Defendants have asserted or could have asserted. The Defendants deny any wrongdoing or liability whatsoever in respect of each and all claims and contentions alleged in the Actions, and deny that the U.S. Lead Plaintiffs, the Canadian Representative Plaintiff and members of the Class have suffered any damages, loss or harm whatsoever by reason of any conduct or omissions of the Defendants alleged in the Actions or otherwise. Nonetheless, the Defendants have concluded that further conduct in the Actions would be protracted and expensive and have therefore determined that it is desirable and beneficial to them that the Actions be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation, and are entering into this

Stipulation solely because the settlement herein would eliminate the burden and expense of further litigation;

NOW THEREFORE, it is hereby STIPULATED AND AGREED by and between the parties to this Stipulation, through their respective counsel:

### **DEFINITIONS**

1. As used in this Stipulation, in addition to the terms defined in these recitals, the terms listed below shall have the following meanings:

(a) “Alternative Judgments” means an order or judgment entered by either of the Courts which is materially different in form or content from the Judgments attached hereto as Exhibits “C” and “E”.

(b) “Authorized Claimant” means a Class Member or authorized representative of such a Class Member who submits a timely and valid Proof of Claim form to the Claims Administrator.

(c) “Canadian Class” means the class to be certified, for purposes of settlement only, by the Ontario Superior Court of Justice in the Canadian Action, comprising of all individuals and entities, other than Excluded Persons, who purchased or otherwise acquired securities of SunOpta during the Class Period and either (1) were Canadian residents at the time of such purchase or acquisition; or, (2) purchased or acquired such SunOpta securities over the Toronto Stock Exchange.

(d) “Canadian Pre-Approval Order” means the order sought to be issued by the Ontario Superior Court of Justice, substantially in the form attached hereto as Exhibit “B”.

(e) “CICC” means SunOpta's insurer, Chubb Insurance Company of Canada.

(f) “Claims Administrator” means such entity as is approved by the Courts to administer the Settlement.

(g) “Class” means all members of the U.S. Class and the Canadian Class.

(h) “Class Member” means a member of the Class.

(i) “Class Period” means February 23, 2007 to January 27, 2008, inclusive.

(j) “Courts” means the United States District Court for the Southern District of New York and the Ontario Superior Court of Justice.

(k) “Defendant Releasers” means the Defendants and the Proposed Individual Defendants, their personal representatives, heirs, executors, administrators, trustees, successors and assigns.

(l) “Defendants” means SunOpta, Organic Ingredients Inc., Cleugh’s Frozen Foods, Inc., Pacific Fruit Processors, Inc. and the Individual Defendants.

(m) “Effective Date” means the date upon which the Settlement contemplated by this Stipulation shall become effective, as set forth in ¶40 hereof.

(n) “Escrow Agent” means Coughlin Stoia Geller Rudman & Robbins LLP acting as agent for the Class, and who is obligated to timely report each of the directions given and the actions taken regarding the Escrow Agent Account to Siskinds LLP.

(o) “Escrow Agent Account” means an interest-bearing trust account established by the Escrow Agent by investing the Gross Settlement Fund in a liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule 1 Bank, and held and maintained in trust by the Escrow Agent in accordance with the terms of this Stipulation, and which the Escrow Agent has identified to SunOpta and provided the particulars for wire transfer

thereto at least five (5) business days prior to the dates on which any contribution by, or on behalf of, SunOpta is due under the terms of this Stipulation.

(p) “Excluded Person” means: (1) the Defendants; (2) individuals and entities directly related to or controlled by the Defendants; (3) the Proposed Individual Defendants (each of whom was a director of SunOpta during the Class Period); and (4) any putative members of the Class who exclude themselves by timely requesting exclusion by filing an Opt-out Request with the Claims Administrator in accordance with the requirements set forth in the notice to putative Class Members approved by the Courts as provided for herein.

(q) “Final” or “Finality” with respect to the Judgments or Alternative Judgments means : (1) if no appeal is filed, the expiration date of the time provided for under the corresponding rules of the applicable court or legislation for filing or noticing any appeal or other review (whether by motion for reconsideration, reargument, to alter or amend a judgment or otherwise) from the Courts’ Judgments or Alternative Judgments approving the Settlement; or (2) if there is an appeal from the Judgments or Alternative Judgments, the date of: (i) final dismissal of any appeal from the Judgments or Alternative Judgments, or the final dismissal of any proceeding on certiorari or otherwise to review the Judgments or Alternative Judgments; or (ii) final affirmation of the Judgments or Alternative Judgments on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review of the Judgments or Alternative Judgments and, if certiorari or other form of review is granted, the date of final affirmation of the Judgments or Alternative Judgments following review pursuant to that grant. Any proceeding or order, or any appeal or petition for a writ of certiorari or other form of review pertaining solely to any application for attorneys’/counsel fees, costs or expenses, and/or the



Plan of Allocation, shall not in any way delay or preclude the Judgments or Alternative Judgments from becoming Final.

(r) “Gross Settlement Fund” means the cash amounts to be paid pursuant to ¶8 hereof, which consists of U.S. \$11,250,000, and any interest on or other income or gains in respect of said sum earned while such amounts are held by the Escrow Agent.

(s) “Individual Defendants” means Steven R. Bromley, John H. Dietrich, Stephen R. Bronfman, Jeremy Kendall, Christopher Snowden, Joseph Riz and Sergio Varela.

(t) “Judgment” or “Judgments” means any, some or all of the proposed judgments and orders to be entered by the respective Courts approving the Settlement substantially in the forms attached hereto as Exhibits “C” (hereinafter the “Canadian Judgment”) and “E” (hereinafter the “U.S. Judgment”).

(u) “Net Settlement Fund” has the meaning defined in ¶13(a) hereof.

(v) “Opt-out Deadline” means the last date by which Class Members may mail or otherwise submit an Opt-out Request to the Claims Administrator in order to exclude themselves from the Class, which shall be the first date falling sixty (60) calendar days after the date on which the short form Pre-Approval Notice is published, or such other time frame mutually fixed by the Courts in the Pre-Approval Orders.

(w) “Opt-out Request” means a signed written letter of request for exclusion from the Class that lists the Class Member’s name, address and telephone number plus the date(s), price(s) and numbers(s) of shares of all of the Class Member’s purchases, acquisitions and sales of SunOpta securities during the Class Period, which when submitted by a Class Member to the Claims Administrator before the Opt-out Deadline will enable a Class Members to exclude himself, herself or itself from the Class, and thereby the Actions.

(x) “Opt-out Threshold” means the number of shares of SunOpta securities traded during the Class Period specified in the Supplemental Agreement.

(y) “Plaintiffs’ Counsel” means U.S. Lead Plaintiffs’ Counsel and Canadian Class Counsel.

(z) “Plan of Allocation” means the plan for distribution of the Net Settlement Fund to Authorized Claimants as approved by the Courts.

(aa) “Plan of Notice” means the proposed plan for dissemination of the Pre-Approval Notices attached hereto as Exhibit “G”.

(bb) “Pre-Approval Notices” means the short-form and long-form notices referred to in ¶33 herein and respectively attached as Exhibits “H” and “I”, or as otherwise acceptable to Plaintiffs’ Counsel and to SunOpta’s Counsel each acting reasonably, and as approved by the respective Courts in the Pre-Approval Orders.

(cc) “Pre-Approval Orders” means the Canadian Pre-Approval Order and the U.S. Pre-Approval Order.

(dd) “Proof of Claim” means such form acceptable to Plaintiffs’ Counsel and SunOpta’s Counsel, each acting reasonably, and as approved by the Courts, which, when completed and submitted in a timely manner to the Administrator, enables a Class Member to apply for compensation under the Settlement, and which shall further include an acknowledgement and acceptance of the release of the Settled Claims against the Released Parties.

(ee) “Proposed Individual Defendants” means Cyril Ing, Allan Routh, Robert Fetherstonough, James Rifenbergh, Katrina Houde-Lovas and Steven Townsend.

(ff) “Released Parties” means any and all of the Defendants and the Proposed Individual Defendants, their past or present subsidiaries, parents, principals, affiliates, shareholders,

general or limited partners or partnerships, successors and predecessors, heirs, assigns, officers, directors, representatives, agents, employees, attorneys, advisors, investment advisors, investment bankers, underwriters, insurers, co-insurers, re-insurers, accountants, auditors, consultants, administrators, executors, trustees, personal representatives, immediate family members and any person, firm, trust (including, without limiting the generality hereof, the Charles R. Bronfman Trust and the SRB Belvedere Trust), partnership, corporation, officer, director or other individual or entity in which any of them has a controlling interest or which is related to or affiliated with any of them, and their legal representatives, heirs, executors, administrators, trustees, successors-in-interest or assigns.

(gg) “Released Plaintiff Parties” means the U.S. Lead Plaintiffs, the Canadian Representative Plaintiff, Plaintiffs’ Counsel, and all Class Members.

(hh) “Releasers” means, individually and collectively, U.S. Lead Plaintiffs, Canadian Representative Plaintiff and all Class Members on behalf of themselves, their personal representatives, agents, heirs, executors, administrators, trustees, beneficiaries, current and former plan members and contributors, successors, assigns, and any person they represent in relation to SunOpta securities purchased or otherwise acquired during the Class Period or in relation to the Settled Claims.

(ii) “Settled Claims” means any and all claims, controversies, debts, obligations, demands, rights, actions, causes of action, suits, matters, issues, damages, losses or liabilities of any kind whatsoever (including, but not limited to, any claims for interest, attorneys’/counsels’ fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on United States or Canadian federal, state, provincial, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at

law or in equity, in contract or tort, matured or unmatured, whether class or individual in nature, direct or derivative, including both known claims and Unknown Claims (as defined herein): (1) that have been asserted in any of the Actions (including the proposed amendments to the Canadian Action referred to in recital F herein) against any of the Released Parties; or (2) that could have been asserted in any forum by the Class Members or any of them against any of the Released Parties which arise out of, are based upon, or relate in any way to the allegations, transactions, facts, matters, breaches, occurrences, financial statements, statements, representations or omissions involved, set forth, or referred to in the Actions or the proposed amendments to the Canadian Action (except that Settled Claims does not include claims, rights or causes of action or liabilities whatsoever to: (i) enforce the Settlement; and (ii) for breach or violation of any of the terms of this Stipulation or orders or judgments issued by the Courts in connection with the Settlement or confidentiality obligations with respect to settlement communications).

(jj) “Settled Defendants’ Claims” means any and all claims, rights or causes of action or liabilities whatsoever, whether based on United States or Canadian federal, state, provincial, local, statutory or common law or any other law, rule or regulation, including both known claims and Unknown Claims, that have been or could have been asserted in the Actions or in any forum by the Defendants or any of them or the successors and assigns of any of them against any of the U.S. Lead Plaintiffs, Canadian Representative Plaintiff or Class Members or their respective counsel, which arise out of or relate in any way to the institution or prosecution of the Actions (except that Settled Defendants’ Claims does not include all claims, rights or causes of action or liabilities whatsoever (1) to enforce the Settlement and (2) for breach or violation of any of the terms of this Stipulation or orders or judgments issued by the Courts in connection with the Settlement or confidentiality obligations with respect to settlement communications).

(kk) “Settlement” means the global settlement of the Actions contemplated by this Stipulation.

(ll) “SunOpta’s Counsel” means the law firms of Jones Day in the United States and Ogilvy Renault LLP in Canada.

(mm) “Supplemental Agreement” means the agreement between Plaintiffs’ Counsel and SunOpta’s Counsel setting forth certain conditions under which this Settlement may be terminated.

(nn) “Taxes” means: (1) any and all applicable taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any: (i) with respect to the income or gains earned by or in respect of the Gross Settlement Fund, including, without limitation, any taxes that may be imposed upon the Defendants or their counsel with respect to any income or gains earned by or in respect of the Gross Settlement Fund for any period while it is held by the Escrow Agent during which the Gross Settlement Fund does not qualify as a Qualified Settlement Fund for federal, state or provincial income tax purposes; or (ii) by way of withholding as required by applicable law on any distribution by the Escrow Agent or the Claims Administrator of any portion of the Gross Settlement Fund to Authorized Claimants and other individuals or entities entitled hereto pursuant to this Stipulation; and (2) any and all expenses, liabilities and costs incurred in connection with the taxation of the Gross Settlement Fund (including without limitation, expenses of tax attorneys and accountants). For the purposes of subparagraph (i) hereof, taxes imposed on any of the Defendants shall include amounts equivalent to taxes that would be payable by that Defendant but for the existence of relief from taxes by virtue of loss carryforwards or other tax attributes, determined by that Defendant, acting reasonably and accepted by the Escrow Agent, acting reasonably.

(oo) “Unknown Claims” means any and all Settled Claims which any of the U.S. Lead Plaintiffs, the Canadian Representative Plaintiff or the Class Members do not know or suspect to exist in his, her or its favor at the time of the execution of the Stipulation, and any Settled Defendants’ Claims which any Defendant does not know or suspect to exist in his, her or its favor, as of the Effective Date, which if known by him, her or it might have affected his, her or its favor at the time of the execution of the Stipulation.

(pp) “U.S. Class” means the class to be certified, for purposes of settlement only, by the United States District Court for the Southern District of New York in the U.S. Action, comprising all individuals and entities who purchased or otherwise acquired securities of SunOpta during the Class Period, other than Excluded Persons and the Canadian Class.

(qq) “U.S. Pre-Approval Order” means the order sought to be issued by the United States District Court for the Southern District of New York, substantially in the form attached hereto as Exhibit “D”.

### **SCOPE AND EFFECT OF SETTLEMENT**

2. The obligations incurred pursuant to this Stipulation shall be in full and final disposition of the Actions as part of the Settlement and any and all Settled Claims as against all Released Parties and any and all Settled Defendants’ Claims.

3. Upon the Effective Date, the Releasors release and forever discharge, and are forever barred and enjoined from prosecuting any Settled Claims against any of the Released Parties, and shall not institute, continue, maintain or assert, either directly or indirectly, whether in the United States, Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, proceeding, complaint, claim or demand against any Released Party or

any other person who may claim any form of contribution or indemnity from any Released Party in respect of any Settled Claim or any matter related thereto.

4. Upon the Effective Date, this Stipulation shall operate conclusively as an estoppel and full defense in the event of any action, suit, cause of action, proceeding, complaint, claim or demand brought by any Releasers against any of the Released Parties with respect to Settled Claims, and this Stipulation may be pleaded in the event of any such action, suit, cause of action, proceeding, complaint, claim or demand and relied upon for the purpose of an application to dismiss the action, suit, cause of action, proceeding, complaint, claim or demand on a summary basis. Following the Effective Date, no Releaser may seek to avoid the application of this Stipulation based on a lack of privity or mutuality. In the event that any Releaser initiates or seeks to prosecute, in any action, suit, cause of action, proceeding, complaint, claim or demand of any kind, a Settled Claim against any of the Released Parties, the Released Party against whom the Settled Claim is asserted shall be entitled to recover from such Releaser its actual costs, including actual legal fees, on a full indemnity basis, in defending the action, suit, cause of action, proceeding, complaint, claim or demand.

5. With respect to any and all Settled Claims and Settled Defendants' Claims, the parties stipulate and agree that upon the Effective Date, U.S. Lead Plaintiffs, the Canadian Representative Plaintiff, and the Defendants shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Judgments shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state, province or territory of the United States or Canada, or principle of common law or otherwise, which provides that a general release does not extend to claims which a creditor or releaser does not know or suspect to exist in his, her or its favor at the time of executing the release, which if known, might have materially affected his, her or its settlement and release of individuals and entities. U.S. Lead Plaintiffs, the Canadian Representative

Plaintiff and Class Members may hereinafter discover facts in addition to, or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Settled Claims, but the U.S. Lead Plaintiffs and the Canadian Representative Plaintiff shall expressly fully, finally and forever settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgments, shall have, fully, finally, and forever settled and released any and all Settled Claims. U.S. Lead Plaintiffs, the Canadian Representative Plaintiff and the Defendants acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Settled Claims and Settled Defendants' Claims was separately bargained for and was a key element of the Settlement.

6. Upon the Effective Date, the Defendant Releasers, release and forever discharge each and every one of the Settled Defendants' Claims, and are forever barred and enjoined from prosecuting the Settled Defendants' Claims against the Released Plaintiff Parties.

7. Upon the Effective Date, this Stipulation shall operate conclusively as an estoppel and full defense in the event of any action, suit, cause of action, proceeding, complaint, claim or demand brought by any Defendant Releasers against any of the Released Plaintiff Parties with respect to Settled Defendants' Claims and this Stipulation may be pleaded in the event of any such action, suit, cause of action, proceeding, complaint, claim or demand and relied upon for the purpose of an application to dismiss the action, suit, cause of action, proceeding, complaint, claim or demand on a summary basis. In the event that any Defendant Releaser initiates or seeks to prosecute in any action, suit, cause of action, proceeding, complaint, claim or demand of any kind, a Settled Defendants' Claim against any of the Released Plaintiff Parties, the Released Plaintiff Party against whom the Settled Defendants' Claim is asserted shall be entitled to recover from such Defendant



Releasor its actual costs, including actual legal fees, on a full indemnity basis, in successfully defending the action, suit, cause of action, proceeding, complaint, claim or demand.

### **SETTLEMENT CONSIDERATION**

8. In consideration for the full and final release and discharge provided for in ¶3 hereof, including all claims against Released Parties for legal fees, costs, interest, disbursements, settlement, Taxes, administration, mailing, and any other costs involved in the full and final completion and implementation of the Settlement and the dismissal of the Actions with prejudice, SunOpta shall cause CICC to pay, the total sum of ELEVEN MILLION TWO HUNDRED AND FIFTY THOUSAND U.S. DOLLARS (US \$11,250,000) to the Escrow Agent within fourteen (14) business days of the execution of this Stipulation.

9. As additional consideration for the Settlement, as of the Effective Date, SunOpta has agreed to adopt the corporate governance enhancements set out in Exhibit "F" annexed hereto, and keep them substantively in effect for at least two (2) years after the Effective Date, or such shorter period as may be approved by the Courts after the Effective Date having regard to any applicable laws, rules and regulations, or a change of control transaction involving SunOpta. The Settlement of the Actions was a factor in SunOpta's Board of Directors agreeing to the enhancements described in Exhibit "F".

10. The Escrow Agent shall hold the Gross Settlement Fund in the Escrow Agent Account as agent for the Class, and all funds held by the Escrow Agent shall be deemed to be in the custody of the Courts until such time as the funds shall be distributed to Authorized Claimants or paid to CICC upon termination of the Settlement pursuant to this Stipulation and/or further order of the Courts.

11. If the Settlement is terminated pursuant to this Stipulation, the Escrow Agent shall pay the Gross Settlement Fund to CICC, less any: (a) Taxes paid or due with respect to any interest or other income earned thereon or in respect thereof; (b) reasonable costs of administration and notice actually incurred and paid or payable from the Gross Settlement Fund (as described in ¶17 hereof); (c) applicable withholding taxes; and (d) reasonable administrative costs charged by the financial institution holding the escrow account.

12. The parties hereto agree that the Gross Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation §1.468B-1, and that the Escrow Agent as administrator of the Gross Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Gross Settlement Fund and paying from the Gross Settlement Fund any Taxes owed with respect to the Gross Settlement Fund. The parties hereto agree that the Gross Settlement Fund shall be treated as a Qualified Settlement Fund from the earliest date possible, and agree to any relation-back election required to treat the Gross Settlement Fund as a Qualified Settlement Fund from the earliest date possible. SunOpta agrees to provide promptly to the Escrow Agent the statement described in Treasury Regulation §1.468B-3(e).

13. (a) The Gross Settlement Fund shall be used to pay for (i) all costs incurred and associated with any and all notices to class members (and any translations of same into the French language) including any expenses reasonably and actually incurred by Broadridge Financial Solutions in connection with the distribution of the long-form Pre-Approval Notice outlined in the Plan of Notice; (ii) all costs incurred and associated with the translation of the Stipulation and the Exhibits attached hereto, into the French language; (iii) any other of the administration costs referred to in ¶17 hereof; and, (iv) the attorneys' fee and expenses award referred to in ¶19 hereof. The

balance of the Gross Settlement Fund after the above payments and payment of any Taxes shall be the Net Settlement Fund. The Net Settlement Fund shall be transferred following the Effective Date by the Escrow Agent to the Claims Administrator for distribution to Authorized Claimants as provided in the Plan of Allocation and ¶29 hereof.

(b) All Taxes shall be paid out of the Gross Settlement Fund, shall be considered to be a cost of administration of the Settlement and shall be timely paid by the Escrow Agent without prior order of the Courts. The Claims Administrator and/or the Escrow Agent shall, to the extent required by law, be obligated to withhold from any distributions to Authorized Claimants and other individuals and entities entitled thereto pursuant to this Stipulation any funds necessary to pay Taxes including the establishment of adequate reserves for Taxes as well as any amount that may be required to be withheld under Treasury Regulation 1.468B-(l)(2) or otherwise under applicable law in respect of such distributions. Further, the Gross Settlement Fund shall be applied to indemnify and hold harmless the Released Parties and their respective counsel for Taxes (including, without limitation, Taxes payable by reason of any such indemnification).

(c) None of the Released Parties or their respective counsel shall have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Plaintiffs' Counsel, the Escrow Agent or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Gross Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation or payment of any claims asserted against the Gross Settlement Fund; (v) any losses suffered by, or fluctuations in the value of, the Gross Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses and/or costs incurred in connection with the taxation of the Gross Settlement Fund or the filing of any returns.

(d) Authorized Claimants shall provide any and all such information that the Claims Administrator may reasonably require and is required by applicable law in respect of Taxes and filings and reportings for and in respect of Taxes, before any distributions are made to Authorized Claimants as contemplated hereby, and the Claims Administrator may, without liability to the Authorized Claimants, delay such distribution unless and until such information is provided in the form required by the Claims Administrator.

### **ESCROW ACCOUNT**

14. The Claims Administrator shall administer the Settlement subject to the jurisdiction of the United States District Court for the Southern District of New York with respect to the U.S. Class and the Ontario Superior Court of Justice with respect to the Canadian Class.

15. To the extent reasonably necessary to effectuate notice of the Settlement, SunOpta shall, at its own expense, provide to the Claims Administrator all reasonable information from SunOpta's transfer records concerning the identity and last known address of Class Members and their transactions during the Class Period, which information the Claims Administrator shall treat as confidential and the Claims Administrator shall take all necessary steps to maintain the confidentiality of such information.

16. The Escrow Agent, acting solely in its capacity as escrow agent, shall be subject to the jurisdiction of the Courts.

17. The Escrow Agent may pay from the Gross Settlement Fund, without further approval from SunOpta, all reasonable costs and expenses associated with identifying and notifying the Class Members and effecting mailing and/or publication of notices to the Class approved by the Courts, and the administration of the Settlement including, without limitation, the actual costs of printing and mailing and/or publication of such notices, translation of same into the French language, reimbursements to nominee owners for forwarding the notices and other settlement-related

documents to their beneficial owners, and the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and processing the submitted claims. In the event that the Settlement is terminated, as provided for in ¶41 herein, reasonable and proper notice and administration costs paid or accrued in connection with this paragraph shall not be returned to CICC.

### **ATTORNEYS' FEES AND EXPENSES**

18. Contemporaneously with their motion for approval of the Settlement, U.S. Lead Plaintiffs' Counsel will bring a motion to the United States District Court for the Southern District of New York for an award of attorneys' fees and expenses payable from the Gross Settlement Fund. Canadian Class Counsel will similarly bring a motion to the Ontario Superior Court of Justice for an award of their counsel fees and reimbursement of expenses to be paid from the Gross Settlement Fund contemporaneously with their motion for approval of the Settlement. The Defendants shall take no position on such fee motions. Plaintiffs' Counsel may make additional motions to the Courts for reimbursement of further expenses including additional notice and administration expenses payable from the Gross Settlement Fund incurred subsequent to any initial motion for attorneys' fees and expenses.

19. Such fees and expenses as are awarded by the United States District Court for the Southern District of New York to U.S. Lead Plaintiffs' Counsel and by the Ontario Superior Court of Justice to Canadian Class Counsel from the Gross Settlement Fund shall be payable by the Escrow Agent within fourteen (14) calendar days of award by the applicable court, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Plaintiffs' Counsel's obligations to make the corresponding refunds or repayments to the Gross Settlement Fund plus accrued interest at the same rate as is earned by the Gross Settlement Fund under the Escrow Agent Account, if and when, as a

result of any appeal and/or further proceedings on remand, or successful collateral attack, either or both of the fee or expense awards is reduced or reversed.

20. The fees and expenses to be paid to U.S. Lead Plaintiffs' Counsel and Canadian Class Counsel from the Gross Settlement Fund shall be such amounts as are approved by the Courts. The procedure for, and the allowance or disallowance of any motion for attorneys' fees and expenses, are not a condition of or a part of the Settlement, are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and shall not affect the validity of the Settlement. Any order or proceedings related to any request for attorneys' fees or reimbursement of expenses, or any appeal from any order or proceedings related thereto, shall not affect or delay the Effective Date and the finality of the Judgment approving the Settlement.

21. The Released Parties shall have no responsibility for, or any liability whatsoever with respect to, any payment of counsel fees and expenses to U.S. Lead Plaintiffs' Counsel or to Canadian Class Counsel.

#### **DISTRIBUTION TO AUTHORIZED CLAIMANTS**

22. The Claims Administrator shall determine each Authorized Claimant's share of the Net Settlement Fund based upon each Authorized Claimant's recognized claim as defined in the Plan of Allocation.

23. It is understood and agreed by the parties that any Plan of Allocation proposed to the Courts is not part of the Stipulation and is to be considered by the Courts separately from the Courts' consideration of the fairness, reasonableness and adequacy of the Settlement, and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel the Stipulation or affect the Finality of the Courts' Judgments approving the Stipulation and the Settlement set forth herein, or any other orders entered pursuant to the Stipulation.

24. SunOpta shall not be entitled to receive any of the Gross Settlement Fund following the Effective Date. The Defendants shall have no involvement in reviewing or challenging claims by Class Members.

#### **ADMINISTRATION OF THE SETTLEMENT**

25. Any Class Member who does not submit a timely and valid Proof of Claim will not be entitled to receive any of the proceeds from the Net Settlement Fund but will otherwise be bound by all of the terms of the Stipulation and the Settlement, including the terms of the Judgments to be entered in the Actions and the releases provided for herein, and will be barred from bringing any action, suit, cause of action, proceeding, complaint, claim or demand against the Released Parties concerning the Settled Claims.

26. The Claims Administrator shall process the Proofs of Claim and, after the Effective Date, the Claims Administrator shall distribute the Net Settlement Fund to Authorized Claimants in accordance with the Plan of Allocation approved by the Courts. The Released Parties shall have no liability, obligation or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund.

27. Payment pursuant to the Settlement shall be deemed final and conclusive against all Class Members. All Class Members whose claims are not approved shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgments to be entered in the Actions, and the releases provided for herein, and will be barred from bringing any action against the Released Parties concerning the Settled Claims.

28. All proceedings with respect to the administration, processing and determination of Proofs of Claim, and the determination of all controversies relating thereto, excluding disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of

the United States District Court for the Southern District of New York with respect to U.S. Class Members or, in the case of a Canadian Class Member, the jurisdiction of the Ontario Superior Court of Justice.

29. The Net Settlement Fund shall be distributed to Authorized Claimants by the Claims Administrator only after the Effective Date, and after all Claims have been processed, and all Class Members whose claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to contest with the Claims Administrator such rejection or disallowance in accordance with the Plan of Allocation.

30. Within one hundred and twenty (120) calendar days after the publication of the short-form of the Pre-Approval Notice, or such other time as may be mutually set by the Courts in the Pre-Approval Orders, each Class Member seeking compensation pursuant to the Settlement shall be required to submit to the Claims Administrator a completed Proof of Claim signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim and as are reasonably available to the Class Member.

31. No Class Member shall have any claims against U.S. Lead Plaintiffs' Counsel, Canadian Class Counsel or against any of the Released Parties or their respective counsel based on the investments, costs, expenses, administration, allocations, payments and distributions that are made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation approved by the Courts, or further order(s) of the Courts.

#### **NOTICE AND HEARING FOR APPROVAL OF THE SETTLEMENT**

32. The parties herein will use their best efforts to secure the Courts' respective approval of the Settlement and dismissal of the Actions with prejudice. The parties herein agree to stay all proceedings and steps in the Actions, other than the agreed-upon settlement discovery (as set forth in the Confidentiality Agreement between SunOpta and the U.S. Lead Plaintiffs and the Canadian



Representative Plaintiff) and proceedings provided for in this Stipulation, until the Effective Date or the termination of this Stipulation as provided herein, whichever occurs first.

33. (a) Promptly after this Stipulation has been fully executed, U.S. Lead Plaintiffs shall apply to the United States District Court for the Southern District of New York, on notice to the U.S. Defendants, for entry of the U.S. Pre-Approval Order, substantially in the form annexed hereto as Exhibit “D”, including approval of the Pre-Approval Notices.

(b) Promptly after this Stipulation has been fully executed, Canadian Class Counsel shall contemporaneously apply to the Ontario Superior Court of Justice, on notice to the Canadian Defendants, for entry of the Canadian Pre-Approval Order, substantially in the form annexed hereto as Exhibit “B”, including approval of the Pre-Approval Notices.

#### **TERMS OF ORDER AND FINAL JUDGMENT**

34. If the Settlement contemplated by this Stipulation is approved by the United States District Court for the Southern District of New York, U.S. Plaintiffs’ Lead Counsel and U.S. counsel to the U.S. Defendants shall jointly request that a Judgment be issued and entered substantially in the form attached hereto as Exhibit “E”, effecting the Settlement, dismissing the U.S. Action with prejudice and causing members of the U.S. Class to be bound by the terms of the Settlement, including the releases provided herein.

35. If the Settlement contemplated by this Stipulation is approved by the Ontario Superior Court of Justice, Canadian Class Counsel and counsel to the Canadian Defendants shall request that a Judgment be issued and entered substantially in the form attached hereto as Exhibit “C”, effecting the Settlement, dismissing the Canadian Action with prejudice, and causing members of the Canadian Class to be bound by the terms of the Settlement, including the releases provided herein.

36. The Defendants consent to certification of the Actions as class actions as provided for in the aforementioned U.S. Pre-Approval Order, Canadian Pre-Approval Order or Judgments solely

for the purpose of effectuating the Settlement. If the Settlement is not approved or is otherwise terminated pursuant to the terms in this Stipulation or the Effective Date for any reason does not occur, any orders certifying the Actions as class proceedings and certifying the U.S. Class and the Canadian Class and all preliminary and/or final findings regarding the Courts' certification orders shall be automatically set aside on consent upon notice to the Courts, and the Actions shall proceed as though the Actions had never been certified and such findings in respect of class certification had never been made, without prejudice to any Party to either request or oppose class certification on any basis.

### **OPT-OUTS & OPT-OUT THRESHOLD**

37. Putative Class Members shall have the right to exclude themselves, or opt-out, from the U.S. Class or Canadian Class, as the case may be, and thereby from the U.S. Action and Canadian Action and this Settlement. Putative Class Members who wish to elect to opt out must submit an Opt-out Request to the Claims Administrator by the Opt-out Deadline. Putative Class Members who validly opt-out shall be excluded from any and all rights and obligations under the Settlement. Putative Class Members who do not opt out in the manner and time prescribed above shall be deemed to have elected to participate in this Settlement regardless of whether such individual or entity timely files a Proof of Claim.

38. Within five (5) calendar days following the Opt-out Deadline, the Claims Administrator shall provide to SunOpta's Counsel and Plaintiffs' Counsel a complete, written list, including addresses and contact information of all individuals and entities who have opted out and copies of the written Opt-out Requests containing complete information as to the number of SunOpta shares purchased during the Class Period by each individual or entity who has elected to opt out.

39. Simultaneously herewith, Plaintiffs' Counsel and SunOpta's Counsel are executing a Supplemental Agreement setting forth certain conditions under which this Settlement may be terminated by SunOpta if the number of Class Members who exclude themselves from the Class by timely filing valid Opt-out Requests exceeds the Opt-out Threshold. Unless otherwise directed by the Courts, the Supplemental Agreement may be filed with the Opt-out Threshold redacted. The unredacted Supplemental Agreement shall not be filed with the Court unless a dispute arises with respect to its terms or application. In such event, the parties shall request that the unredacted Supplemental Agreement be filed under seal. The Opt-out Threshold may be disclosed to the Courts for purposes of the approval of the Settlement, as may be required by the Courts, but such disclosure shall be carried out to the fullest extent possible in accordance with the practices of the respective Courts so as to maintain the Opt-out Threshold as confidential. In the event of a termination of this Settlement pursuant to the Supplemental Agreement, this Stipulation shall become null and void and of no further force and effect, with the exception of the provisions of ¶¶ 1, 10, 11, 17, 36, 39, 44 and 45 which shall continue to apply.

#### **EFFECTIVE DATE OF SETTLEMENT, WAIVER OR TERMINATION**

40. The "Effective Date" of Settlement shall be the date when all of the following conditions of settlement shall have occurred:

(a) completion by Plaintiffs' Counsel of the agreed-upon settlement discovery to be completed by Plaintiffs' Counsel by no later than the period set forth in the Confidentiality Agreement, unless further extended on written agreement between Plaintiffs' Counsel and SunOpta's Counsel;

(b) approval by the United States District Court for the Southern District of New York of the Settlement, following notice to the U.S. Class and a hearing, as prescribed by Rule 23 of the (United States) Federal Rules of Civil Procedure;

(c) the issuance and entry by the United States District Court for the Southern District of New York of a Judgment, substantially in the form set forth in Exhibit “E” hereto, which has become Final, or the issuance and entry of an Alternative U.S. Judgment by the United States District Court for the Southern District of New York and neither the U.S. Lead Plaintiffs nor SunOpta elect to terminate this Settlement pursuant to ¶41 herein within 30 calendar days of issuance and entry of the Alternative U.S. Judgment, which has become Final;

(d) approval of the Settlement by the Ontario Superior Court of Justice in the Canadian Action, following notice to the Canadian Class and a hearing pursuant to the Ontario *Class Proceedings Act, 1992*;

(e) the issuance and entry by the Ontario Superior Court of Justice of a Judgment, substantially in the form set forth in Exhibit “C” annexed hereto, which has become Final; or, the issuance and entry of an Alternative Canadian Judgment by the Ontario Superior Court of Justice, and neither the Canadian Representative Plaintiff nor SunOpta elect to terminate this Settlement pursuant to ¶41 herein within thirty (30) calendar days of issuance and entry of the Alternative Canadian Judgment, which has become Final; and

(f) the expiry of time under the terms of the Supplemental Agreement for SunOpta to elect to terminate the Settlement and this Stipulation as provided for under the Supplemental Agreement and ¶42 herein.

41. U.S. Lead Plaintiffs, the Canadian Representative Plaintiff and SunOpta shall each have the right to terminate the Settlement and thereby this Stipulation by providing written notice of their or its election to do so to one another (by means of delivery by facsimile to Plaintiffs’ Counsel and SunOpta’s Counsel) within thirty (30) calendar days of any of the following: (a) any one of the Courts refusing to issue the Canadian Pre-Approval Order or the U.S. Pre-Approval Order, as the

case may be, in any material respect as set forth in Exhibits “B” and “D” hereto; (b) any one of the Courts refusing to approve this Settlement as set forth in this Stipulation for one or more of the Actions; (c) any one of the Courts refusing to issue the Canadian Judgment or the U.S. Judgment, as the case may be, in any material respect as set forth in Exhibits “C” and “E”; (d) the date upon which a Judgment is modified or reversed in any material respect by any level of appellate court; or (e) the date upon which an Alternative Judgment otherwise acceptable to the U.S. Lead Plaintiffs/Canadian Representative Plaintiff (as the case may be) and SunOpta is modified or reversed in any material respect by any level of appellate court.

42. Notwithstanding anything else in this Stipulation, SunOpta may, in accordance with the terms set forth in the Supplemental Agreement, and in its sole and unfettered discretion, elect in writing to terminate the Settlement and this Stipulation if the Opt-out Threshold is exceeded or as otherwise provided in the Supplemental Agreement.

43. Notwithstanding anything else in this Stipulation, the U.S. Lead Plaintiffs and the Canadian Representative Plaintiff may jointly elect in writing to terminate the Settlement and this Stipulation if the Gross Settlement Fund is not timely paid to the Escrow Agent Account.

44. Except as otherwise provided herein, in the event that the Settlement is terminated, the parties to this Stipulation shall be deemed to have reverted to their respective status in the Actions immediately prior to the execution of this Stipulation and, except as otherwise expressly provided, the parties shall proceed in all respects as if this Stipulation and any related orders and judgments had not been entered.

#### **NO ADMISSION OF WRONGDOING**

45. This Stipulation shall be construed solely as a reflection of the parties’ desire to facilitate a resolution of the claims in these Actions. The parties agree that no party was or is a

prevailing party in the Actions. This Stipulation, whether or not consummated, and any proceedings taken pursuant to it:

(a) shall not be offered or received against any or all of the Released Parties as evidence of or construed or deemed to be evidence of any presumption, concessions, or admission by any or all of those Released Parties with respect to the truth of any fact alleged by any of the plaintiffs or the validity of any claim that has been or could have been asserted in the Actions or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Actions or in any litigation, or of any liability, negligence, fault, or wrongdoing of the Defendants;

(b) shall not be offered or received against any or all of the Released Parties as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any or all of the Released Parties;

(c) shall not be offered or received against any or all of the Released Parties as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing or in any way referred to for any other reason as against any or all of the Released Parties, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that if this Stipulation is approved by the Courts, the Released Parties may refer to it to effectuate the liability protection granted them hereunder;

(d) shall not be construed against any or all of the Released Parties as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial;

(e) shall not be construed or received in evidence as an admission, concession or presumption against U.S. Lead Plaintiffs, Canadian Representative Plaintiff or any of the Class

Members that any of their claims are without merit, or that any defenses asserted by the Defendants have any merit, or that damages recoverable under the Actions would not have exceeded the Gross Settlement Fund; and

(f) shall not be construed or received in evidence as an act of attornment to the jurisdiction of any court by U.S. Lead Plaintiffs or Canadian Representative Plaintiff or the Defendants by reason of their participation or the participation of their respective counsel in proceedings taken pursuant to the Stipulation to approve the Settlement.

### **MISCELLANEOUS PROVISIONS**

46. The parties to this Stipulation intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by the U.S. Lead Plaintiffs, Canadian Representative Plaintiff or Class Members against the Released Parties with respect to the Settled Claims. Accordingly, the U.S. Lead Plaintiffs, Canadian Representative Plaintiff and the Defendants agree not to assert in any forum that the Actions were brought by the plaintiffs or defended by the Defendants in those actions in bad faith or without a reasonable basis. The parties hereto shall assert no claims of any violation of Rule 11 of the (U.S.) Federal Rules of Civil Procedure relating to the prosecution, defense or settlement of the Actions. The parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's length in good faith by the parties, and reflect a settlement that was reached voluntarily after consultation with experienced and independent legal counsel.

47. U.S. Lead Plaintiffs, Canadian Representative Plaintiffs, and the Defendants agree to cooperate fully with one another in seeking the Courts' approval of the Settlement and the orders and judgments referred to in this Stipulation concerning notice and approval of the Settlement, and to agree promptly upon and execute all such other documentation as may be reasonably required to obtain final approval by the Courts of the Settlement.

48. The administration and consummation of the Settlement as embodied in this Stipulation as it pertains to U.S. Class Members shall be under the authority of the United States District Court for the Southern District of New York and it shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and expenses to U.S. Lead Plaintiffs' Counsel and enforcing the terms of this Stipulation as it relates to U.S. Class Members. The administration and consummation of the Settlement as embodied in this Stipulation as it pertains to Canadian Class Members shall be under the authority of the Ontario Superior Court of Justice and it shall retain jurisdiction for the purpose of entering orders providing for counsel fees and expenses to Canadian Class Counsel and enforcing the terms of this Stipulation as it relates to Canadian Class Members.

49. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

50. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

51. This Stipulation may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all parties hereto or their successors-in-interest.

52. The waiver by one party of any breach of this Stipulation by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation or a waiver by any other party.

53. This Stipulation shall be binding upon, and inure to the benefit of, the successors, heirs, executors, administrators, trustees and assigns of the parties hereto and, upon the Effective Date, members of the U.S. Class and the Canadian Class and their respective successors, heirs, beneficiaries, current and former plan members and contributors, executors, administrators, trustees and assigns.



54. The construction and interpretation of this Stipulation and the Supplemental Agreement shall be governed by the laws of Ontario, without regard to conflicts of laws, except to the extent that federal law of Canada requires that federal law governs in which case the laws of Canada shall apply.

55. This Stipulation shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the parties, it being recognized that it is the result of arm's-length negotiations between the parties and that all parties have contributed substantially and materially to the preparation of this Stipulation.

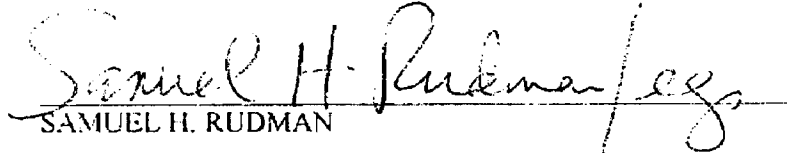
56. This Stipulation and its exhibits, the Supplemental Agreement and the Confidentiality Agreement constitute the entire agreement concerning the Settlement of the Actions, and no representations, warranties or inducements have been made by any party hereto concerning this Stipulation, its exhibits, the Supplemental Agreement and the Confidentiality Agreement other than those contained and memorialized in such documents.

57. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

58. This Stipulation 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this Stipulation to be executed, by their duly authorized counsel, dated as of September 23, 2009.

COUGHLIN STOIA GELLER RUDMAN & ROBBINS LLP  
Samuel H. Rudman  
David A. Rosenfeld  
Mario Alba, Jr.

  
SAMUEL H. RUDMAN

U.S. Lead Counsel for U.S. Lead Plaintiffs

SISKINDS LLP  
A. Dimitri Lascaris  
Michael Robb

  
MICHAEL ROBB

Lawyers for John O'Neil

OGILVY RENAULT LLP  
Steve Tenai

STEVE TENAI

Lawyers for SunOpta, Inc. in the Canadian Action

JONES DAY  
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Bronfman, Jeremy Kendall, Christopher Snowden, Joseph Riz  
and Sergio Varela

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Mario Alba, Jr.

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SAMUEL H. RUDMAN

U.S. Lead Counsel for U.S. Lead Plaintiffs

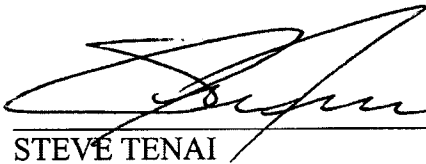
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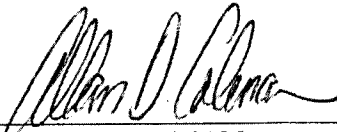


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OSLER HOSKIN HARCOURT LLP  
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Allan Coleman



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ALLAN COLEMAN

Lawyers for Steven Bromley and John Dietrich in the Canadian  
Action

O'MELVENY & MYERS LLP  
William J. Sushon

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WILLIAM J. SUSHON

Attorneys for Steven Bromley and John Dietrich in the U.S.  
Action

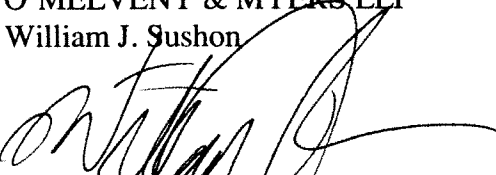
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William J. Sushon



---

WILLIAM J. SUSHON

Attorneys for Steven Bromley and John Dietrich in the U.S.  
Action

**EXHIBIT "A"**

Court File No. 57453CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N :**

JOHN O'NEIL

Plaintiff

- and -

SUNOPTA, INC.,  
STEVEN R. BROMLEY and JOHN H. DIETRICH

Defendants

Proceeding under the *Class Proceedings Act*, 1992

**AMENDED AMENDED STATEMENT OF CLAIM**

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.



IF YOU PAY THE PLAINTIFF'S CLAIM, and \$400.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400.00 for costs and have the costs assessed by the court.

Date: August 28, 2008

Issued by: \_\_\_\_\_  
Registrar

Address of Court Office: 80 Dundas Street  
London, ON N6A 6A3

<b>TO:</b>	<b>SunOpta Inc.</b> 2838 Bovaird Drive West Brampton, ON L7A 0H2
<b>AND TO:</b>	<b>STEVEN R. BROMLEY</b> 2838 Bovaird Drive West Brampton, ON L7A 0H2
<b>AND TO:</b>	<b>JOHN H. DIETRICH</b> 2838 Bovaird Drive West Brampton, ON L7A 0H2

## CLAIM

### DEFINITIONS

1. The following definitions apply for the purpose of this statement of claim

- (a) “**2007 Q1**” means the quarter ended March 31, 2007;
- (b) “**2007 Q2**” means the quarter ended June 30, 2007;
- (c) “**2007 Q3**” means the quarter ended September 30, 2007;
- (d) “**Bromley**” means the defendant, Steven R. Bromley;
- (e) “**C\$**” means Canadian dollars;
- (f) “**CJA**” means the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

- (g) “Class” or “Class Members” means all persons individuals and entities, other than **Excluded Persons**, who purchased or otherwise acquired securities of **SunOpta** during the **Class Period** and ~~who held some or all of those securities on January 25, 2008, or such other definition as may be approved by the court~~ either (i) were Canadian residents at the time of such purchase or acquisition; or (ii) purchased or acquired such SunOpta securities over the Toronto Stock Exchange;
- (h) “Class Period” means the period from the opening of trading on ~~May 8, 2007~~ February 23, 2007 to the close of trading on January 24 ~~24~~ 27, 2008;
- (i) “CPA” means the *Class Proceedings Act, 1992*, S.O. 1992 c. 6, as amended;
- (j) “Corrective Release” means the **SunOpta** press release dated January 24, 2008;
- (k) “Defendants” means **SunOpta, Bromley and Dietrich**;
- (l) “Dietrich” means the defendant, John H. Dietrich;
- (ll) “EDGAR” means the website for the Electronic Data Gathering, Analysis, and Retrieval system operated by the SEC on which companies required to file documents with the SEC may do so electronically, and where those documents are posted and publicly available;
- (m) “Excluded Persons” means **SunOpta's** past and present subsidiaries, affiliates, officers, directors, senior employees, legal representatives, heirs, predecessors, successors and assigns, and any member of the **Individual Defendants’** families

and any entity in which any of them has any legal or *de facto* controlling interest;

- (n) “**Financial Statements Q1**” means **SunOpta's** interim unaudited consolidated financial statements for the **2007 Q1**;
- (o) “**Financial Statements Q2**” means **SunOpta's** interim unaudited consolidated financial statements for the **2007 Q2**;
- (p) “**Financial Statements Q3**” means **SunOpta's** interim unaudited consolidated financial statements for **2007 Q3**;
- (q) “**Form 52-109F2**” means the Certification of Interim Filings required to be filed with **SEDAR** and signed by the Chief Executive Officer and Chief Financial Officer of a reporting issuer contemporaneously with the issuance of the reporting issuer's interim financial statements;
- (r) “**GAAP**” means generally accepted accounting principles;
- (s) “**Individual Defendants**” means **Bromley** and **Dietrich**;
- (t) “**MD&A Q1**” means **SunOpta's** Management's Discussion and Analysis for the **2007 Q1**;
- (u) “**MD&A Q2**” means **SunOpta's** Management's Discussion and Analysis for the **2007 Q2**;
- (v) “**MD&A Q3**” means **SunOpta's** Management's Discussion and Analysis for the **2007 Q3**;

- (w) “**Misrepresentation**” means the statement explicitly and/or implicitly contained in **SunOpta's** press releases of May 8, 2007, August 8, 2007, November 6, 2007, and in the **Financial Statements Q1; Q2 and Q3**, and in the **MD&A Q1, Q2 and Q3**, that SunOpta's **Financial Statements Q1; Q2 and Q3** were prepared in accordance with **GAAP** and fairly presented in all material respects **SunOpta's** financial position for and as of the relevant periods and dates;
- (x) “**NASDAQ**” means the electronic screen-based equity securities market that is based in New York, New York;
- (y) “**OSA**” means the *Securities Act*, R.S.O. 1990, c. S.5, as amended;
- (z) “**OSC**” means the Ontario Securities Commission;
- (zz) “**SEC**” means the United States Securities and Exchange Commission;
- (aa) “**SEDAR**” means the system for electronic document analysis and of the Canadian Securities Administrators;
- (aaa) “**Subclass**” or “**Subclass Members**” means Class Members who, as of the close of trading on the TSX and the Nasdaq on June 26, 2008, continued to hold SunOpta securities that they acquired during the Class Period;
- (bb) “**SunOpta**” means the defendant, SunOpta Inc.;
- (cc) “**TSX**” means the Toronto Stock Exchange; and
- (ccc) “**USD\$**” means United States dollars;

2. The Plaintiff claims on his behalf and on behalf of the other Class Members:

- (a) an order pursuant to the *CPA* certifying this action as a class proceeding and appointing him as representative plaintiff;
- (b) a declaration that the defendants made the Misrepresentation and the other misstatements alleged herein during the Class Period, and that the Misrepresentation and such misstatements constituted untrue statements of material fact;
- (c) a declaration that the defendants made the aforesaid Misrepresentation and misstatements negligently or alternatively, recklessly, caring not whether they were true or false;
- (d) a declaration that SunOpta is vicariously liable for the acts and/or omissions of the Individual Defendants;
- (e) a declaration that, during the Class Period, Bromley and Dietrich conspired with each other to misrepresent the financial results of SunOpta and thereby to cause the price of SunOpta's securities to become inflated;
- (f) leave to amend this statement of claim to assert the causes of action set out in s. 138.3 of the *OSA*;
- (g) general and special damages in the sum of \$100 million or such other sum as this court finds appropriate at the trial of the common issues or at a reference or references;
- (h) punitive damages in the amount of \$10 million or such other sum as this court finds appropriate at the trial of the common issues;

- (i) an order directing a reference or giving such other directions as may be necessary to determine issues not determined in the trial of the common issues;
- (j) prejudgement interest and postjudgement interest, compounded, or pursuant to ss. 128 and 129 of the *CJA*;
- (k) costs of this action on a substantial indemnity basis or in an amount that provides full indemnity plus, pursuant to s. 26(9) of the *CPA*, the costs of notice and of administering the plan of distribution of the recovery in this action plus applicable taxes; and
- (l) such further and other relief as to this Honourable Court seem just.

### THE NATURE OF THE ACTION

3. SunOpta is a publicly listed company and its shares were traded at all material times on the TSX and NASDAQ under the symbols SOY and STKL, respectively.
4. Throughout the Class Period, SunOpta and the Individual Defendants made the Misrepresentation. The Misrepresentation was made in, among other documents, the MD&A Q1, MD&A Q2, MD&A Q3, the Financial Statements Q1; Q2 and Q3, and the press releases dated May 8, 2007, August 8, 2007 and November 6, 2007.
5. The Plaintiff seeks damages in an amount equal to the losses that he and the other Class Members suffered as a result of purchasing or acquiring SunOpta securities during the Class Period.

### THE PLAINTIFF

6. The Plaintiff lives in the Town of Parkhill, in the Province of Ontario. During the Class Period, he made various purchases on the TSX of SunOpta's common shares, and continues to hold 4500 such shares. Particulars of these ~~purchases~~ transactions during the Class Period are as follows:

<b>Date</b>	<b>Number of Shares</b>	<b><u>Purchase/Sale</u></b>	<b>Price per Share</b>	<b>Total <u>Cost/Proceeds</u></b>
September 20, 2007	500	<u>Purchase</u>	C\$14.00	C\$7,009.95
October 02, 2007	500	<u>Sale</u>	C\$15.00	C\$7,490.05
October 12, 2007	500	<u>Purchase</u>	C\$14.00	C\$7,009.95

## THE DEFENDANTS

7. At all material times, SunOpta was a corporation incorporated pursuant to the laws of Canada, with its head office in Brampton, Ontario.
8. SunOpta is a reporting issuer in British Columbia, Alberta, Saskatchewan, Manitoba and Ontario.
9. As a reporting issuer in Ontario, SunOpta is subject to various continuous disclosure obligations under the *OSA*.
10. Bromley is, and at all material times during the Class Period was, the President, Chief Executive Officer and a member of the Board of Directors of SunOpta. On June 26, 2008, SunOpta announced that Bromley would be leaving his positions as President, Chief Executive Officer, and member of the Board of Directors of SunOpta as a result of the matters alleged herein. During the Class Period, Bromley owned a significant number of SunOpta common shares and options to purchase SunOpta common shares.
11. Dietrich is, and at all material times during the Class Period was, the Vice President and Chief Financial Officers of SunOpta. On June 26, 2008, SunOpta announced that Dietrich would be leaving his position as Vice President and Chief Financial Officer of SunOpta as a result of the matters alleged herein. During the Class Period, Dietrich owned a significant number of SunOpta's common shares and options to purchase SunOpta's common shares.
12. By virtue of their positions as senior officers and/or directors of SunOpta, the Individual Defendants had actual, implied or apparent authority to speak on SunOpta's behalf prior to and during the Class Period.



## **SUNOPTA'S BUSINESS**

13. SunOpta was founded in Canada in 1973 under the name “Stake Technology” to commercialize its proprietary steam explosion technology. According to SunOpta, it has extensive expertise in sourcing, processing, packaging and distributing natural, organic and specialty foods.
14. SunOpta describes its business as the operation of three high growth, "ethical" business segments: SunOpta Food Group; Opta Minerals; and the SunOpta BioProcess Group.
15. SunOpta Food Group represents over 90% of SunOpta's annual revenues and is comprised of four operating groups: SunOpta Grains and Foods Group, SunOpta Ingredients Group, SunOpta Fruit Group, and the SunOpta Distribution Group. The SunOpta Grains and Foods Group specializes in bringing identity preserved, non-GMO and organic soybeans, sunflower and corn products to market. The SunOpta Ingredients Group focuses on the technical processing and contract manufacturing of value-added food ingredients such as oat fibers, stabilized brans, germs and natural preservatives. The SunOpta Fruit Group is focused on the global sourcing and processing of a diverse range of organic and natural fruits, fruit ingredients and packaged products for industrial, food service and private label retail customers. The SunOpta Distribution Group distributes organic, natural, kosher and specialty foods.
16. Opta Minerals Inc. is a TSX listed company and trades under the symbol "OPM." Opta Minerals Inc. represents approximately 9% of SunOpta's annual revenues and is focused on processing and recycling silica free abrasives and a wide range of industrial minerals.

17. SunOpta BioProcess Group represents approximately 1% of SunOpta's revenue and is focused on the processing of biomass for the production of cellulosic ethanol and other bio-products.
18. SunOpta became listed on the TSX on November 6, 2001.

#### **SUNOPTA'S DISCLOSURE OBLIGATIONS**

19. SunOpta is a reporting issuer in Ontario and as such, pursuant to the *OSA*, is required to file with SEDAR

- (a) quarterly interim financial statements that must include a comparative statement to the end of each of the corresponding periods in the previous financial year, and

- (b) annual financial statements within 140 days from the end of its last financial year including comparative financial statements relating to the period covered by the preceding financial year,

each compiled in accordance with GAAP.

20. SunOpta, because it is traded on the NASDAQ, ~~it~~ is **also** subject to the United States *Securities and Exchange Act* of 1934, which requires, among other things, that SunOpta issue quarterly unaudited financial statements prepared in accordance with GAAP and file them with EDGAR.

## SUNOPTA'S MISREPRESENTATION DURING THE CLASS PERIOD

### THE FEBRUARY 23, 2007 CONFERENCE CALL

20A. On February 23, 2007, SunOpta held a conference call with investors and securities analysts to discuss the Company's reported results for last quarter of 2006, ending December 31, 2006. On that call, Jeremy Kendall, Chairman of the Board of Directors of SunOpta and each of SunOpta's subsidiaries, made the following statements about the Company's internal controls and new Oracle system:

We continued the implementation of improved and stronger internal controls and once again met the requirements for Sarbanes-Oxley 404 certification. In addition, we continued implementation of our new Oracle operating platform at a number of our operating facilities and corporate office and expect to be fully implemented by the end of 2007. This is a key initiative as we continue to grow our business and build a scaleable and sustainable platform for continued growth.

### THE FEBRUARY 26, 2007 FORM 10-K

20B. On February 26, 2007, the Company filed its 2006 Form 10-K with the SEC. SunOpta's 2006 Form 10-K included the following representations concerning its internal and/or disclosure controls:

We have the necessary processes and controls in place that provide for an additional level of traceability of all raw materials from the supplier to the immediate subsequent recipient of the finished products.

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Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of our disclosure controls and procedures, as such term is defined under Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the Exchange Act). Based on this evaluation, our principal executive officer and our principal financial officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this annual report.

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Management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(e). Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Based on our evaluation under the framework in Internal Control - Integrated Framework, our management concluded that our internal control over financial reporting was effective as of December 31, 2006.

20C. The statements in paragraphs 21 and 22 were each materially false and misleading when made because they and failed to disclose and misrepresented the fact that SunOpta's systems of internal and disclosure controls were riddled with material deficiencies. As noted above, SunOpta has admitted that these deficiencies were material, widespread in nature and number and directly contributed to the restatement of SunOpta's materially inflated interim financial statements.

*THE MAY 8, 2007 PRESS RELEASE*

21. After the close of trading on May 8, 2007, SunOpta issued and filed with SEDAR and EDGAR a press release announcing its 2007 Q1 results. The aforesaid press release stated among other things the following:

SunOpta Inc. (SunOpta or the Company) (Nasdaq:STKL) (TSX:SOY) today announced results for the first quarter ended March 31, 2007. All amounts are expressed in U.S. dollars.

The Company achieved record revenues for the three months ended March 31, 2007, realizing its 38<sup>th</sup> consecutive quarter of increased revenue growth versus the same quarter in the previous year. Revenues in the quarter increased by 37.6% to \$183,440,000 as compared to \$133,312,000 in the first quarter of 2006, led by a 39.4% increase in revenues within the Company's vertically integrated natural and organic food operations. The Company's revenue growth in the quarter reflects an internal growth rate of 16.1% on a consolidated basis and includes internal growth of 20.2% within the SunOpta Food Group.

Operating income (1) for the quarter increased by 32.3% to \$7,976,000 or 4.3% of net revenue as compared to \$6,031,000 or 4.5% of net revenue in 2006, driven by solid increases in operating income within the SunOpta Grains and Foods Group, the SunOpta Canadian Food Distribution Group and Opta Minerals Inc. Net earnings in the quarter were \$3,850,000 or \$0.063 per diluted common share as compared to \$3,012,000 or \$0.053 per diluted common share in the prior year.

The SunOpta Food Group reported increased revenues of \$166,262,000 as compared to \$119,271,000 in 2006, a 39.4% increase. Segment operating income increased to \$7,935,000 versus \$6,829,000 in 2006. This increase includes additional corporate cost allocations of \$1,169,000. Excluding these allocations, segment operating income increased 33.3%. The improved segment operating income was driven by strong growth in packaged soymilk products, a rebound in sales and margins of sunflower products, revenue gains and improved margins within the SunOpta Canadian Food Distribution

Group, growth in global sourcing of fruit based products and increased sales of frozen fruits and ingredients. During the quarter the Company's fruit bar operations realized significant revenue growth but experienced a number of transitional operations issues as a result of the major increase in product demand. A major capacity and equipment upgrade is in process with new equipment scheduled to come on line late in the third quarter.

...

The Company remains well positioned for future growth with net working capital of \$129,416,000 and total assets of \$428,270,000. Year to date net capital spending was \$5,377,000 as compared to \$2,755,000 for the same period in the prior year. The long term debt to equity ratio at March 31, 2007 was 0.31:1:00, providing the Company further financial resources to invest in internal growth, capital projects and execute on its acquisition program. Equity per outstanding common share has grown to \$3.72 versus \$3.06 at December 31, 2006.

22. In addition to the foregoing, the May 8, 2007 press release also quoted Bromley as stating:

We are very pleased with our first quarter results, driven by solid internal growth of over 20% within our vertically integrated food operations. These earnings are consistent with our expectations for the first quarter and we are pleased to reconfirm our annual revenue guidance of \$740 to \$760 million and net earnings guidance of \$0.35 to \$0.40 per share. We are confident that there is ample opportunity to drive bottom line growth and we have implemented a number of operational improvements and cost cutting initiatives which are expected to improve margins going forward. Fiscal 2007 is off to a good start and we are most excited by our internal growth, acquisition and profit improvement opportunities.

23. These statements were materially false and/or materially misleading when made, inasmuch as the financial results contained within them had not been compiled in accordance with GAAP and did not fairly present the performance and financial positions of SunOpta for 2007 Q1 or as at March 31, 2007.

*Financial Statements Q1 and MD&A Q1*

24. On May 10, 2007, SunOpta issued and filed with SEDAR and EDGAR its Financial Statements Q1 and MD&A Q1.
25. The MD&A Q1 stated in part that:

Revenues in the first three months of 2007 increased by 37.6% to \$183,440,000 based on internal growth of 16.1% and acquisition revenues of \$24,683,000. Internal growth

includes growth on base business plus growth on acquisitions from the date of acquisition over the previous year.

Operating income increased to \$7,976,000, representing an increase of 32.3% versus the first three months of 2006. Growth in operating income was attributed to improved operating earnings from the SunOpta Food Group of \$1,106,000 due primarily to the strong revenues and margins in the SunOpta Canadian Food Distribution Group operations and improved revenue and operating margins in the SunOpta Grains and Food Group. In addition, operating improvements of \$449,000 were realized in Opta Minerals while the SunOpta BioProcess and Corporate segment realized reduced costs of \$390,000. Please note that segmented operating income reflects an increase in allocated costs from Corporate to the SunOpta Food Group of \$1,169,000 for increased information technology services as well as back office functions provided to divisions using the Oracle ERP system.

Interest expense increased by 36.6% to \$1,911,000 for the three months ended March 31, 2007 due to increased average long-term debt and operating lines of approximately \$21,000,000. The increase in debt is primarily related to acquisitions completed during the previous year and additional working capital utilized to fund internal growth. The average interest rate for the quarter was approximately 6.4%, slightly higher than the prior year's first quarter at 6.2%. The Company's long term debt to equity ratio is 0.31:1.00, below the Company's long term target. Bank indebtedness is approximately 14% of accounts receivable and inventory, which is used to finance operating lines.

Other expense for the three months ending March 31, 2006 of \$189,000 includes certain restructuring costs incurred during the quarter mainly relating to the consolidation of warehouses within the SunOpta Canadian Food Distribution Group. Other expenses of \$85,000 in the previous year were related to costs incurred with the acquisition of Magnesium Technologies Corporation.

26. In addition to inaccurately reporting SunOpta's 2007 Q1 financial results, the Financial Statements Q1 also provided statements by SunOpta related to its Accounting Presentation, that stated, in part, the following:

The interim condensed consolidated financial statements of SunOpta Inc. (the Company) have been prepared in accordance with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X and in accordance with accounting principles generally accepted in the United States. Accordingly, these financial statements do not include all of the disclosures required by generally accepted accounting principles for annual financial statements. In the opinion of management, all adjustments considered necessary for fair presentation have been included and all such adjustments are of a normal, recurring nature. Operating results for the three months ended March 31, 2007 are not necessarily indicative of the results that may be expected for the full year ending December 31, 2007. For further information, see the Company's consolidated financial statements, and notes thereto, included in the Annual Report on Form 10K for the year ended December 31, 2006.

The interim condensed consolidated financial statements include the accounts of the Company and its subsidiaries, and have been prepared on a basis consistent with the financial statements for the year ending December 31, 2006. All significant intercompany accounts and transactions have been eliminated on consolidation.

27. The foregoing statements were materially false and/or materially misleading when made, inasmuch as the financial results contained within the Financial Statements Q1 and the MD&A Q1 had not been compiled in accordance with GAAP and did not fairly present the performance and financial positions of SunOpta for 2007 Q1 or as at March 31, 2007.
28. The MD&A Q1 further stated, under the heading "Controls and Procedures", that:
- Under the supervision and with the participation of management, the Chief Executive Officer and Chief Financial Officer of the Company have evaluated the effectiveness of the design and operation of the Company's disclosure controls and procedures as of March 31, 2007, and, based on their evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that these controls and procedures are effective.
29. The foregoing statement was materially false and/or materially misleading when made, inasmuch as SunOpta's disclosure controls and procedures were not effective as at March 31, 2007.
30. Bromley and Dietrich each authorized, permitted and/or acquiesced in the issuance and publication of the Financial Statements Q1 and MD&A Q1.

*Form 52-109F2 – Certification of Interim Filings*

31. On May 10, 2007, contemporaneously with the issuance of the Financial Statements Q1 and the MD&A Q1, SunOpta issued and filed a Form 52-109F2 signed by Bromley and Dietrich. Bromley and Dietrich certified in part therein that:

(2) Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

(3) Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

(4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-

15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a -15(f) and 15d -15(f) for the registrant and we have:

a. Designed such disclosure controls and procedures or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

[...]

32. The Financial Statements Q1, MD&A Q1, May 08, 2007 press release and the Form 52-109F2 for 2007 Q1 contained the Misrepresentation, which was false and materially misleading when made.

*THE AUGUST 8, 2007 PRESS RELEASE*

33. After the close of trading on August 8, 2007, SunOpta issued and filed with SEDAR and EDGAR a press release announcing its 2007 Q2 results entitled "SunOpta Announces Record Second Quarter Results Revenues Increase 33.5% and Net Earnings Increase 55.4%." The aforesaid press release stated among other things the following:

SunOpta Inc. (SunOpta or the Company) (Nasdaq:STKL) (TSX:SOY) today announced record results for the second quarter ended June 30, 2007. All amounts are expressed in U.S. dollars.

The Company achieved record revenues for the three months ended June 30, 2007, realizing its 39th consecutive quarter of increased revenue growth versus the same quarter in the previous year. Revenues in the quarter increased by 33.5% to \$207,977,000 as compared to \$155,745,000 in the second quarter of 2006, led by a 37.9% increase in revenues within the Company's vertically integrated natural and organic food operations. The Company's revenue growth in the quarter reflects an internal growth rate of 16.2% on a consolidated basis and includes internal growth of 19.4% within the SunOpta Food Group.

Operating income (1) for the quarter increased to \$11,402,000 as compared to \$8,772,000 in 2006, driven by increases in segment operating income in all groups within the SunOpta Food Group and led by the SunOpta Grains and Foods Group and the SunOpta Distribution Group. Net earnings in the quarter were \$6,750,000 or \$0.11 per diluted common share as compared to \$4,343,000 or \$0.08 per diluted common share in the prior year.



For the six months ended June 30, 2007 the company has recognized record revenues of \$391,417,000 versus \$289,057,000 in the same period of the prior year, an increase of 35.4%. Net earnings for the period increased 44.1% to \$10,600,000 or \$0.17 per diluted common share as compared to \$7,355,000 or \$0.13 per diluted common share for the same period in 2006.

In the quarter, the SunOpta Food Group reported increased revenues of \$189,264,000 as compared to \$137,287,000 in the second quarter of 2006, a 37.9% increase. Segment operating income increased to \$11,411,000 versus \$8,168,000 in 2006, an increase of 39.7%. This increase is after additional corporate cost allocations of \$1,326,000. Excluding these allocations, segment operating income increased 55.9%. The improved segment operating income was driven by the continued rebound in sales and margins within sunflower product operations, strong volumes and margins in organic grains, packaged soy milk products and food ingredients, strong demand for organic frozen fruit products and improved margins within the SunOpta Distribution Group. During the second quarter the Company's fruit bar operations continued to implement improvements designed to address ongoing operational issues which have impacted results in the first half of the year. The Company expects significant revenue and margin improvements in these operations as major capacity and equipment upgrades are completed late in the third quarter.

...

During the quarter the Company completed a \$30 million dollar financing within SunOpta BioProcess Inc.(SBI) at a post money valuation of \$230 million. The funds from this financing will be used to further leverage its technology and invest directly in the production of cellulosic ethanol. SBI is working toward completion of current proprietary pre-treatment and fiber preparation equipment projects and is pursuing a number of exciting cellulosic ethanol projects in both North America and around the world.

The Company remains well positioned for future growth with working capital of \$155,316,000 and total assets of \$525,424,000. Capital additions in the quarter were \$6,985,000 as compared to \$2,069,000 for the same period in the prior year. The long term debt to equity ratio at June 30, 2007 was 0.31:1.00, providing the Company financial resources to invest in internal growth, capital projects and execute on its acquisition program. Book equity per outstanding common share has grown to \$3.94 from \$3.72 at March 31, 2007.

34. In addition to the foregoing, the August 8, 2007 press release also quoted Bromley as stating:

We are very pleased with our second quarter results, driven by solid internal growth of over 19% within our vertically integrated food operations. These earnings are consistent with our expectations for the second quarter and reflect our continued dedication to the growth of our business, both top line and bottom line. Based on these results, we are pleased to increase our annual revenue guidance to \$775 to \$800 million and confirm our net earnings guidance of \$0.35 to \$0.40 per share, including the dilutive impact of the additional shares issued during the first quarter.

35. These statements were materially false and/or materially misleading when made, inasmuch as the financial results contained within them had not been compiled in

accordance with GAAP and did not fairly present the performance and financial positions of SunOpta for 2007 Q2 or as at June 30, 2007.

*Financial Statements Q2 and MD&A Q2*

36. On August 9, 2007, SunOpta issued and filed with SEDAR and EDGAR its Financial Statements Q2 and MD&A Q2.

37. The MD&A Q2 stated in part that:

Revenues in the three months ending June 30, 2007 increased by 33.5% to \$207,977,000 based on internal growth of 16.2% and acquisition revenues of \$23,200,000. Internal growth includes growth on base business plus growth on acquisitions from the date of acquisition over the previous year. The majority of the growth came from the SunOpta Food Group with both acquisition and internal growth contributing to the increase.

Operating income increased to \$11,402,000, representing an increase of 30.0% versus the three months ended June 30, 2006. Growth in operating income was attributed to the continued strength SunOpta Grains and Foods Group which demonstrated improved throughput and efficiencies. Improved operating income was also partially attributed to the strong increases in the SunOpta Distribution Group. For the quarter every operating group in the Food Group increased operating income versus the prior year. These gains were offset by decreased volume within the Opta Minerals group. Further details on revenue and operating income are provided below by operating group.

Interest expense increased by 3.9% to \$1,817,000 for the three months ended June 30, 2007 due to increased average long term debt and operating lines of approximately \$22,000,000. The increase in debt is primarily related to acquisitions completed and additional working capital to fund internal growth. The average interest rate for the quarter was approximately 6.6%. The Company's long term debt to equity ratio is 0.31:1:00, below the Company's long term target. Bank indebtedness is approximately 23.5% of accounts receivable and inventory, which it finances.

Other expense for the three months ending June 30, 2007 of \$217,000 includes certain restructuring costs incurred during the quarter mainly relating to the consolidation of warehouses within the SunOpta Distribution Group and settlement of a legal claim.

38. In addition to inaccurately reporting SunOpta's 2007 Q2 financial results, the Financial Statements Q2 also provided statements by SunOpta related to its Accounting Presentation, that stated, in part, the following:

The interim condensed consolidated financial statements of SunOpta Inc. (the Company) have been prepared in accordance with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X and in accordance with accounting principles generally accepted in the United States. Accordingly, these financial statements do not include all of the

disclosures required by generally accepted accounting principles for annual financial statements. In the opinion of management, all adjustments considered necessary for fair presentation have been included and all such adjustments are of a normal, recurring nature. Operating results for the six months ended June 30, 2007 are not necessarily indicative of the results that may be expected for the full year ending December 31, 2007. For further information, see the Company's consolidated financial statements, and notes thereto, included in the Annual Report on Form 10K for the year ended December 31, 2006.

The interim condensed consolidated financial statements include the accounts of the Company and its subsidiaries, and have been prepared on a basis consistent with the financial statements for the year ended December 31, 2006. All significant intercompany accounts and transactions have been eliminated on consolidation.

39. The foregoing statements were materially false and/or materially misleading when made, inasmuch as the financial results contained within the Financial Statements Q2 and the MD&A Q2 had not been compiled in accordance with GAAP and did not fairly present the performance and financial positions of SunOpta for 2007 Q2 or as at June 30, 2007.

40. The MD&A Q2 further stated, under the heading "Controls and Procedures", that:

Under the supervision and with the participation of management, the Chief Executive Officer and Chief Financial Officer of the Company have evaluated the effectiveness of the design and operation of the Company's disclosure controls and procedures as of June 30, 2007, and, based on their evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that these controls and procedures are effective.

~~On August 7, 2007, the price of SunOpta's shares closed at C\$12.92. On August 9, 2007, as a result of the foregoing disclosures, SunOpta's shares strengthened on extraordinarily heavy volume over two trading days to C\$14.72, an increase of approximately 14% from the August 7, 2007 closing price.~~

41. The foregoing statement was materially false and/or materially misleading when made, inasmuch as SunOpta's disclosure controls and procedures were not effective as at June 30, 2007.

42. Bromley and Dietrich each authorized, permitted, and/or acquiesced in the issuance and publication of the Financial Statements Q2 and MD&A Q2.
43. On August 7, 2007, the price of SunOpta's shares closed at C\$12.92. On August 9, 2007, as a result of the foregoing disclosures, SunOpta's shares strengthened on extraordinarily heavy volume over two trading days to C\$14.72, an increase of approximately 14% from the August 7, 2007 closing price.

*Form 52-109F2 – Certification of Interim Filings*

44. On August 9, 2007, contemporaneously with the issuance of the Financial Statements Q2 and the MD&A Q2, SunOpta issued and filed a Form 52-109F2 signed by Bromley and Dietrich. Bromley and Dietrich certified, in part, that:

(2) Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

(3) Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

(4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and we have:

a. Designed such disclosure controls and procedures or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

[...]

45. The Financial Statements Q2, MD&A Q2, August 8, 2007 press release and the Form 52-109F2 for 2007 Q2 contained the Misrepresentation, which was false and materially misleading when made.

*THE NOVEMBER 6, 2007 PRESS RELEASE*

46. After the close of trading on November 6, 2007, SunOpta issued, and later filed with SEDAR and EDGAR ~~on November 7, 2007~~, a press release announcing its 2007 Q3 results entitled "SunOpta Announces Record Third Quarter Results Revenues Increase 41.4%, Net Earnings Increase 234.4%." The aforesaid press release stated among other things the following:

SunOpta Inc. (SunOpta or the Company) (Nasdaq:STKL) (TSX:SOY) today announced record results for the third quarter ended September 30, 2007. All amounts are expressed in U.S. dollars.

The Company achieved record revenues for the three months ended September 30, 2007, realizing its 40th consecutive quarter of increased revenue growth versus the same quarter in the previous year. Revenues in the quarter increased by 41.4% to \$205,666,000 as compared to \$145,463,000 in the third quarter of 2006, led by a 45.2% increase in revenues within the Company's vertically integrated natural and organic food operations. The Company's revenue growth in the quarter reflects an internal growth rate of 21.6% on a consolidated basis and includes internal growth of 24.8% within the SunOpta Food Group.

Operating income<sup>(1)</sup> for the quarter increased 154.4% to \$9,025,000 as compared to \$3,547,000 in 2006, driven by increases in segment operating income within the SunOpta Food Group and led by the SunOpta Grains and Foods Group and the SunOpta Distribution Group. Net earnings for the quarter increased 234.4% to \$5,096,000 or \$0.08 per diluted common share as compared to \$1,524,000 or \$0.03 per diluted common share for the same period in the prior year. These results were realized despite significant costs and investment spending within the Company's healthy fruit snack business and SunOpta BioProcess Inc., and the unfavorable impact of the rising Canadian dollar on Canadian based overhead costs.

For the nine months ended September 30, 2007, the Company has achieved record revenues of \$597,083,000 versus \$434,520,000 in the same period of the prior year, an increase of 37.4%. Net earnings for the same period increased 76.8% to \$15,696,000 or \$0.25 per diluted common share as compared to \$8,879,000 or \$0.15 per diluted common share for the same period in 2006.

In the third quarter, the SunOpta Food Group reported increased revenues of \$184,402,000 as compared to \$127,003,000 in the third quarter of 2006, a 45.2% increase. Segment operating income increased to \$8,480,000 versus \$2,625,000 in 2006, an increase of 223.1%. This increase was realized despite additional corporate cost allocations of \$1,657,000 versus the prior year. The increase in segment operating

income reflects improved results in the SunOpta Grains and Foods Group due to strong sales of non-GMO and organic grains and grain based ingredients, increased sales of aseptic and extended shelf life packaged beverage products and is reflective of the significant turnaround that has been realized within the Group's sunflower operations. The SunOpta Ingredients Group realized improved segment operating income due to higher volumes of oat and soy fiber and dairy based ingredients plus the beneficial impact of process improvement and cost rationalization initiatives within the Group's processing operations. The SunOpta Distribution Group realized strong improvement in segment operating income due to continued growth in the natural and organic grocery sector combined with ongoing margin improvement initiatives. These increases were partially offset by a decline in Fruit Group segment operating income as the Group continued to invest in operational improvements and expanded capacity within its healthy fruit snack operations. These investments will significantly increase capacity and address ongoing processing inefficiencies which have significantly impacted this business during 2007. The healthy fruit snack business expects to realize improved results in the fourth quarter and a \$2 million profit turnaround in 2008.

[...]

The Company remains well positioned for future growth with working capital of \$154,778,000 and total assets of \$571,603,000. Capital additions in the quarter were \$9,562,000 including approximately \$1,500,000 for the acquisition of a soymilk manufacturing facility during the quarter, as compared to \$2,143,000 for the same period in the prior year. The long-term debt to equity ratio at September 30, 2007 was 0.35:1.00, providing the Company financial resources to invest in internal growth, capital projects and execute on its acquisition program. Book equity per outstanding common share has grown to \$4.11 from \$3.94 at June 30, 2007.

47. In addition to the foregoing, the November 6, 2007 press release also quoted Bromley as stating:

We are quite pleased with our third quarter results, driven by solid internal growth of over 20% in the quarter. We continue to see strong growth prospects within each of our operating segments and are positioning the Company to realize these opportunities. Last year we stated that our sunflower business would see a turnaround of \$4,000,000 year over year and we are pleased to report that these results have actually increased by over \$5,000,000 after just nine months. We expect that the significant investments being made within our healthy fruit snack business and SunOpta BioProcess Inc., which have impacted the third quarter operating results, are a wise investment for the long-term and will provide excellent returns. Based on our results to date, we are pleased to reconfirm our revenue guidance of \$775,000,000 to \$800,000,000 for fiscal 2007 as well as confirm our net earnings guidance in the range of \$0.35 to \$0.40 per share, albeit at the lower end of the range, after absorbing the previously mentioned investment spending in our fruit snack operations and SunOpta BioProcess Inc.

48. These statements were materially false and/or materially misleading when made, inasmuch as the financial results contained within them had not been compiled in accordance with GAAP and did not fairly present the performance and financial positions of SunOpta for 2007 Q3 or as at September 30, 2007.

*Financial Statements Q3 and MD&A Q3*

49. On November 15, 2007, SunOpta issued and filed with SEDAR and EDGAR its Financial Statements Q3 and MD&A Q3.

50. The MD&A Q3 stated in part that:

Revenues in the three months ending September 30, 2007 increased by 41.4% to \$205,666,000 based on internal growth of 21.5% and acquisition revenues of \$23,872,000. Internal growth includes growth on base business plus growth on acquisitions from the date of acquisition over the previous year. The majority of the growth came from the SunOpta Food Group with both acquisition and internal growth contributing to the increase.

Operating income increased to \$9,025,000, representing an increase of 154.4% versus the three months ended September 30, 2006. Growth in operating income was attributed to the continued strength within the SunOpta Grains and Foods Group which realized strong sales of non-GMO (genetically modified organism) and organic grains and grain based ingredients, increased sales of aseptic and extended shelf life (ESL) packaged products and a strong rebound from prior year's sunflower crop issues. SunOpta Ingredients and SunOpta Distribution operations also experienced strong operating income growth from prior year. These gains were offset by decreased operating income within the SunOpta Fruit Group due to operational issues as the Group continues to invest in operational improvements and expanded capacity within its healthy fruit snack operations. Improved operating income was also partially attributed to increases in Opta Minerals Inc. from prior and current year acquisitions. Strong growth from the SunOpta Food Group and Opta Minerals were offset by decreased operating income within SunOpta BioProcess Inc. and Corporate. Further details on revenue and operating income are provided below by operating group.

Interest expense increased by 13.0% to \$1,973,000 for the three months ended September 30, 2007 due to an increase in average long-term debt and operating lines of approximately \$43,000,000. The increase in debt is primarily related to acquisitions completed during the last quarter of 2006 and the first nine months of 2007, plus increases in working capital, to support future internal growth.

Other expense for the quarter ending September 30, 2007 of \$234,000 includes a dilution gain related to the issuance of Opta Minerals common stock on the acquisition of Newco of \$793,000, offset by the write off of legal fees recoverable of \$506,000 and other items totalling \$53,000.

51. In addition to inaccurately reporting SunOpta's 2007 Q3 financial results, the Financial Statements Q3 also provided statements by SunOpta related to its Accounting Presentation, that stated, in part, the following:

The interim condensed consolidated financial statements of SunOpta Inc. (the Company) have been prepared in accordance with the instructions to Form 10-Q and Rule 10-01 of

Regulation S-X and in accordance with accounting principles generally accepted in the United States. Accordingly, these financial statements do not include all of the disclosures required by generally accepted accounting principles for annual financial statements. In the opinion of management, all adjustments considered necessary for fair presentation have been included and all such adjustments are of a normal, recurring nature. Operating results for the nine months ended September 30, 2007 are not necessarily indicative of the results that may be expected for the full year ending December 31, 2007. For further information, see the Company's consolidated financial statements and notes thereto, included in the Annual Report on Form 10K for the year ended December 31, 2006.

The interim condensed consolidated financial statements include the accounts of the Company and its subsidiaries, and have been prepared on a basis consistent with the financial statements for the year ended December 31, 2006. All significant intercompany accounts and transactions have been eliminated on consolidation. As a result of Opta Minerals issuing one million shares in the quarter, SunOpta's ownership declined from 70.6% to approximately 66.6%.

52. The foregoing statements were materially false and/or materially misleading when made, inasmuch as the financial results contained within the Financial Statements Q3 and the MD&A Q3 had not been compiled in accordance with GAAP and did not fairly present the performance and financial positions of SunOpta for 2007 Q3 or as at September 30, 2007.

53. The MD&A Q3 further stated, under the heading "Controls and Procedures", that:

Under the supervision and with the participation of management, the Chief Executive Officer and Chief Financial Officer of the Company have evaluated the effectiveness of the design and operation of the Company's disclosure controls and procedures as of September 30, 2007, and, based on their evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that these controls and procedures are effective.

54. The foregoing statement was materially false and/or materially misleading when made, inasmuch as SunOpta's disclosure controls and procedures were not effective as at September 30, 2007.

55. Bromley and Dietrich each authorized, permitted and/or acquiesced in the issuance and publication of the Financial Statements Q3 and MD&A Q3.



*Form 52-109F2 – Certification of Interim Filings*

56. On November 15, 2007, contemporaneously with the issuance of the Financial Statements Q3 and the MD&A Q3, SunOpta issued and filed a Form 52-109F2 that was signed by Bromley and Dietrich. Bromley and Dietrich certified, in part, that:

(2) Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

(3) Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

(4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and we have:

a. Designed such disclosure controls and procedures or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

[...]

57. The Financial Statements Q3, MD&A Q3, November 6, 2007 press release and the Forms 52-109F2 contained the Misrepresentation, which was false and materially misleading when made.

58. The defendants' certifications and earnings statements and figures contained in, among other documents the MD&A Q1, MD&A Q2, MD&A Q3, the Financial Statements for Q1; Q2 and Q3, and the press releases dated May 8, 2007, August 8, 2007 and November 6, 2007, were false and/or materially misleading when made. The Defendants had

materially overstated the Company's profitability by failing to properly account for the Company's results of operations. The Defendants lacked any reasonable basis to claim that SunOpta was operating according to plan, or that SunOpta could achieve guidance sponsored and/or endorsed by Defendants.

THE DECEMBER, 2007 REGISTRATION STATEMENT

58A. On December 3, 2007 SunOpta filed with EDGAR a Registration Statement to permit the sale to the public of the SunOpta shares owned or controlled by Bronfman.

58B. The Registration Statement stated, among other things, that:

- (a) SunOpta's Financial Statements Q1, Q2, and Q3 were incorporated therein by reference;
- (b) SunOpta would not receive any of the proceeds of the sale of the shares; and
- (c) The maximum price anticipated for the sale of the shares was USD\$13.255.

58C. The Registration Statement therefore incorporated the Misrepresentation, which was false and misleading when made.

58D. As a result of the making of the Misrepresentation, Bronfman sold his shares in SunOpta at a substantially higher price than he would have been able to sell them had the Misrepresentation not been made, or had it been corrected prior to the issuance of the Registration Statement. As such, Bronfman profited directly from the making of the Misrepresentation.

## THE TRUTH REVEALED

### *THE JANUARY 24, 2008 PRESS RELEASE & JANUARY 29, 2008 MATERIAL CHANGE REPORT*

59. After the close of trading on January 24, 2008, SunOpta issued the Corrective Release, which was entitled "SunOpta Provides Update on 2007 Earnings Results". SunOpta filed the Corrective Release on SEDAR as a material change report on January 29, 2008. SunOpta also then filed the Corrective Release on EDGAR. The Corrective Release removed some but not all of the inflation in the price of SunOpta's securities that resulted from the Misrepresentation.
60. The Corrective Release and material change report stated among other things that earnings for the year had been impacted by "significant issues within the SunOpta Fruit and SunOpta BioProcess Groups" which had lead to "significant write downs and provisions in the range of \$12 to \$14 million pre-tax."
61. The Corrective Release also revealed that:
- (a) the Company had determined that inventories within the SunOpta's Fruit Group's berry operations require write-down to net realizable value;
  - (b) preliminary estimates indicate that an adjustment in the range of \$9 to \$11 million for this issue and related items is necessary;
  - (c) those adjustments were likely to result in the restatement of previous quarters' financial statements; and
  - (d) included in the updated earnings estimate for they year is a provision of approximately \$3 million pre-tax, related to difficulties in collecting for services

and equipment provided to a customer under the terms of an existing equipment supply contract within the SunOpta BioProcess Group.

61A. SunOpta's senior management and certain employees learned of the above issues by at least January 15, 2008. On January 14, 2008, the price of SunOpta's shares closed at C\$12.05 on the TSX and USD\$11.84 on the Nasdaq. Over the ensuing 8 trading days, during which period SunOpta and certain of its officers, directors, and advisors including Bromley, Dietrich, and others unknown to the Plaintiff, knew of SunOpta's pending correction of the Misrepresentation, SunOpta's share price dropped approximately 20% on unusually heavy trading volume.

61B. During this period, SunOpta made no public disclosures concerning its business or affairs, and there were no third party disclosures which ought reasonably to have impacted trading in SunOpta's shares in this manner. Instead, this decline was the result of trading by persons with knowledge of SunOpta's pending Corrective Release, the specific identities of whom are unknown to the Plaintiff. Such trading was based on the information contained in the Corrective Release, which information was not publicly available during this period, and which information was knowingly or negligently disclosed selectively, and in violation of Ontario and United States securities laws, by one or more of the Defendants, or by persons acting at the direction of one or more of the Defendants.

61C. ~~The decline of the price in SunOpta's shares during this period is attributable to the correction of the Misrepresentation.~~

62. ~~On January 24, 2008, the price of SunOpta's shares closed at C\$9.64 on the TSX and at USD\$9.65 on the Nasdaq. On January 25, 2008, as a result of the foregoing disclosures, SunOpta's shares plummeted on extraordinarily heavy volume to C\$6.00 on the TSX and to USD\$6.05 on the Nasdaq, a decrease of approximately 38% from the prior day's closing price.~~

### **POST-CLASS PERIOD DISCLOSURES**

~~62A.~~ On January 25, 2008, SunOpta convened a conference call for investors and market analysts during which it provided further information on the Corrective Release, and addressed questions from members of the public. In the course of that conference call, Bromley and Dietrich stated that:

- (a) These issues had arisen in the course of SunOpta's implementation of an Oracle operating platform, which had turned out to be more difficult than anticipated;
- (b) SunOpta's detailed year-end testing and analytical procedures combined with the impact of untimely decisions regarding customer pricing, increased commodity and input costs and a shortfall in expected sales in the late fourth quarter of low-end strawberry by-products for the industrial market led the Company to conclude the write-down was necessary, as certain inventories appeared overvalued and required writing down to net realizable value;
- (c) The estimated write-down was preliminary, but that the Company was in the midst of finalizing its analysis;
- (d) In response to these issues, the Company had:
  - (i) assigned additional corporate finance resources to support the analysis,

- (ii) through its Audit Committee, engaged an independent third party to commence a full review of the berry operations,
- (iii) restructured and supplemented the organizational structure within the Fruit Group to ensure proper focus and support for each of the key business units and proper focus on this issue,
- (iv) developed a detailed operational and business turnaround plan within the berry business to address the underlying issues that may have led to the problems uncovered;
- (e) It appeared that certain products had become overvalued as the year went along because pricing dropped off in the market and the cost of those products was high;
- (f) That the issue had come to the attention of Dietrich and Bromley by January 18, 2008;
- (g) The result of the problem identified was that SunOpta had been reporting gross margins that were higher than those actually being realized; and
- (h) The write-down was inexcusable.

**61D.** The decline of the price in SunOpta's shares during this period is attributable to the correction of the Misrepresentation.

**62.** On January 24, 2008, the price of SunOpta's shares closed at C\$9.64 on the TSX and at USD\$9.65 on the Nasdaq. On January 25, 2008, as a result of the foregoing disclosures, SunOpta's shares plummeted on extraordinarily heavy volume to C\$6.00 on the TSX and to USD\$6.05 on the Nasdaq, a decrease of approximately 38% from the prior day's closing price.

62A. Over the next two trading days, SunOpta's common stock continued to decline, dropping another 10% on heavy trading volume, as the market digested the Defendants' January 25, 2008 statements, and the inflation, which caused real economic loss to investors who had purchased SunOpta common stock during the Class Period, was removed from the price of SunOpta common stock.

#### POST-CLASS PERIOD DISCLOSURES

62B On March 6, 2008, SunOpta issued a press release titled "SunOpta Provides Update on Previously Announced Internal Review Related to 2007 Earnings Results". The March 6 press release stated, among other things, that:

As previously disclosed, as part of the Company's year end close procedure within the SunOpta Fruit Group's berry operations, management determined that inventories were overstated and thus required a write-down estimated in the range of \$9-11 million. Upon becoming aware of this matter, the Company identified and voluntarily initiated a wide range of specific actions to understand and address potential root causes and ensure corrective actions are implemented in a timely manner. At this time, the Company reported that it is making good progress and is satisfied that the actions undertaken will result in improved processes and address the root causes that led to this write-down.

The Company further reported that it is progressing with its 2007 year end analysis and related investigative procedures throughout the Company's berry operations. In addition, the Company's Audit Committee has initiated and commenced an investigation into processes within the Company's berry operations and has retained independent legal counsel and accountants to assist with this matter. The Company also announced it intends to delay the filing of its Annual Report on Form 10-K for the fiscal year ended December 31, 2007 until it has completed the audit, the restatement of previous quarters, and the Audit Committee has completed its investigation. The Company intends to conclude this process as quickly as possible and file the Annual Report as soon as practicable.

The Company has voluntarily taken steps to prevent all insiders from trading in the securities of the Company and has also applied for and received from the Ontario Securities Commission a management cease trade order in accordance with OSC Policy 57-603. Under the terms of this order, specified directors, officers and other insiders are prohibited from trading in securities of the Company until the restatement of its financial statements and the related securities filings have been filed with the relevant securities regulatory authorities. Pending the filing of the restated financial statements, the Company intends to satisfy the alternative information guidelines set forth in OSC Policy 57-603 and Canadian Securities Administrators' Staff Notice 57-301 which contemplate that the Company provide bi-weekly updates on its affairs until

such time as the Company is current with its filing obligations under Canadian securities laws.

- 62C. On March 20, 2008, SunOpta issued a press release entitled "SunOpta Provides its Bi-Weekly Update On Previously Announced Internal Review Related to 2007 Earnings Results". The March 20, 2008 press release stated, among other things, that:

The Company reported that it is continuing to make progress with its 2007 year end analysis and related investigative procedures throughout the Company's berry operations and that the investigation being conducted by the Company's Audit Committee, with the assistance from independent counsel and accountants, was progressing. The Company further confirmed it continues to assess and implement a series of actions (to address the root causes of the issues that led to the write-downs) which is expected to result in improved business processes within the operating unit.

- 62D. On April 3, 2008, SunOpta issued a press release titled "SunOpta Provides Update on Internal Review Related to 2007 Earnings Results". The April 3, 2008 press release stated, among other things, that:

The Company reported that both its 2007 year end analysis and related investigative procedures within the Company's berry operations, as well as the investigation being conducted by the Company's Audit Committee, with assistance from independent counsel and accountants, continued to progress. The Company further confirmed continued progress in the assessment and implementation of a series of actions within the berry operations required to address the root causes of issues identified to date that may have led to the write-down, and which are expected to result in improved business processes within the operating unit.

- 62E. On April 4, 2008, SunOpta issued a press release titled "SunOpta Receives Notice from NASDAQ due to Late Filing of Form 10-K". The April 4 press release stated, among other things, that:

SunOpta Inc. [...] today announced that as expected it has received a written Staff Determination notice from The Nasdaq Stock Market ("Nasdaq") dated April 2, 2008, advising that the Company is not in compliance with the Nasdaq's Marketplace Rule 4310(c)(14) as a result of delays in the filing of its Annual Report on Form 10-K for the fiscal year ended December 31, 2007.

As previously announced, due to certain errors in the costing of inventory and the reconciliation of third party inventories in the Company's berry operations, management has determined that previously issued interim financial statements included in the Company's 2007 quarterly reports should not be relied upon and a restatement of these results is required. In hand with this determination, the



Company's Audit Committee has commenced an investigation into the accounting issues within the Company's berry operations and has retained independent legal counsel and accountants to assist with this matter. As a result, the Company has delayed the filing of its 2007 Form 10-K until the Company has completed the restatement of previous quarters, the Audit Committee has completed its independent investigation, and the 2007 financial statement audit is completed. The Company is working to complete this process as quickly as possible and will file the 2007 10-K as soon as practicable.

As a result of this filing delay, the Company's securities become subject to delisting from The Nasdaq Global Market at the opening of business on April 11, 2008 unless the Company appeals the Staff Determination. The Company intends to appeal the notice and will request a hearing before the Nasdaq Listing Qualifications Panel to review the Staff Determination. Until a decision is made by the Panel, the Company's common stock will remain listed on The Nasdaq Global Market. However, there can be no assurance that the Panel will grant the Company's request for continued listing.

62F. On April 17, 2008, SunOpta issued a press release titled "SunOpta Provides Ongoing Update on Activities Related to 2007 Earnings Results". The April 17, 2008 press release stated, among other things, that:

The Company reported continued progress with both its 2007 year end analysis and related investigative procedures within the Company's berry operations, as well as the investigation being conducted by the Company's Audit Committee, with assistance from independent counsel and accountants, continued to progress (sic). The Company further confirmed continued progress in the assessment and implementation of a series of actions within the berry operations required to address the root causes of issues identified to date that may have led to the write-down, and which are expected to result in improved business processes within the operating unit.

62G. On May 1, 2008, SunOpta issued a press release titled "SunOpta Provides Ongoing Update on Activities Related to 2007 Earnings Results". The May 1, 2008 press release stated, among other things, that:

As previously detailed, a notice was received from the Nasdaq Stock Market on April 2, 2008 advising that the Company was not in compliance with the Nasdaq Marketplace Rules as a result of the delay in the filing of its Annual Report. The Company has appealed this notice and will meet with the Nasdaq Listing Qualification Panel on May 8, 2008 to discuss the steps the Company is taking to remedy the delay and have the panel render a decision regarding the continued listing of the shares.

The Company reported that it was maintaining steady progress with both its 2007 year end analysis and related investigative procedures, as well as the investigation being conducted by the Company's Audit Committee, with assistance from independent counsel and accountants. The Company further confirmed its ongoing and steady progress in the assessment and implementation

of a series of actions within the berry operations required to address the root causes of issues identified to date that may have led to the write-down, and which are expected to result in improved business processes within the operating unit.

62H. On May 15, 2008, SunOpta issued a press release titled "SunOpta Provides Update on Activities Related to 2007 Earnings Results". The May 15, 2008 press release stated, among other things, that:

As previously detailed, a notice was received from The Nasdaq Stock Market in April 2008 advising that the Company was not in compliance with Nasdaq Marketplace rules as a result of the delay in the filing of its Annual Report. The Company Appealed this notice and met with the Nasdaq Listing Qualification Panel on May 8, 2008 to discuss the steps the Company was taking to remedy the delay. At this hearing, the Panel requested that the Company provide a further update in thirty days. At that time, the Panel will consider the Company's continued listing of the shares.

The Company reported that it continues to make progress with its 2007 year end analysis and related investigative procedures, the implementation of a series of actions within the berry operations designed to address the root causes of issues identified, and the independent investigation being conducted by the Company's Audit Committee. The Company also reported that it has a filed a Form 12b-25 with the U.S. Securities and Exchange Commission related to the delay in the filing of its quarterly report on form 10-Q for the quarter ended March 31, 2008. The filing of its first quarter 2008 10-Q will follow the filing of the amended 2007 quarterly statements and the Annual Report 10-K for the year ended December 31, 2007.

62I. On May 23, 2008, SunOpta issued a press release titled "SunOpta Receives Additional Notice from Nasdaq". The May 23, 2008 press release stated, among other things, that:

SunOpta Inc. today announced that as expected it has received a written Staff Determination notice from The Nasdaq Stock Market ("Nasdaq") dated May 20, 2008 stating that the Company is not in compliance with Nasdaq's Marketplace Rule 431(c)(14) as a result of delaying the filing of its Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2008. As previously announced, the Company is delaying the filing of its form 10-Q until it has completed the restatement of 2007 quarterly financial statements, the Audit Committee has completed its investigation and the Company has filed its Annual Report on Form 10-K for the fiscal year ended December 31, 2007.

The Company received a similar letter from Nasdaq in April 2008 relating to the filing of its form 10-K for the fiscal year ended December 31, 2007. In response to the April 2008 letter, the Company requested and was granted a hearing before the Nasdaq Listing Qualification Panel (the "Panel") which took place on May 8, 2008. At the hearing, the Panel requested that the Company provide a further update in thirty days. Nasdaq has requested and the Company intends to present its views with respect to this additional notice to the Panel in writing no later than May 27, 2008 detailing that the reasons for the delay in the filing of its

form 10-Q are directly related to the delay in the filing of its Form 10-K. As previously disclosed, the listing of the Company's stock continues to remain at the discretion of the Panel.

62J. On May 29, 2008, SunOpta issued a press release titled "SunOpta Provides Update on Activities Related to 2007 Earnings Results and Preliminary Estimates for 2008". The May 29, 2008 press release stated, among other things, that:

The Company reported that it continues to make progress with its 2007 year end analysis and related investigative procedures, the implementation of a series of actions within the Berry Operations designed to address the root causes of issues identified, and the independent investigation being conducted by the Company's Audit Committee. The Company is targeting to file its 2007 year end statements and its first quarter 2008 results by the end of June 2008 and mid-July 2008 respectively, however, no later than July 31, 2008 for both.

The Company also reported that it now expects net earnings for 2007 to be in the range of \$0.00 to \$0.02 per outstanding common share after accounting for incremental professional fees for additional audit and verification procedures related to fiscal 2007, increased frozen fruit inventory allowances, impaired goodwill related to certain components of the SunOpta Fruit Group Berry Operations plus other adjustments based upon additional year end review and analysis.

62K. On June 12, 2008, SunOpta issued a press release titled "SunOpta Provides Update on Activities Related to 2007 Earnings Results and Preliminary Estimates for 2008". The June 12, 2008 press release stated, among other things, that:

The Company reported that it continues to make steady progress with its 2007 year end analysis and related investigative procedures, the implementation of a series of actions within the Berry Operations designed to address the root causes of issues identified, and the independent investigation being conducted by the Company's Audit Committee. As previously disclosed, the Company continues to target the filing of its 2007 year end statements and its first quarter 2008 results by the end of June 2008 and mid-July 2008 respectively, however, both filings shall occur no later than July 31, 2008.

62L. On June 26, 2008, SunOpta issued a press release titled "SunOpta Provides Update on Activities Related to 2007 Earnings Results and Preliminary Estimates for 2008". The June 26, 2008 press release stated, among other things, that:

The Company reported that it is finalizing its 2007 year end analysis and related procedures and has implemented a series of actions within the Berry Operations designed to address the root causes of the issues identified. In addition, the Audit Committee investigation is now substantially complete. As part of the

Audit Committee's investigation, the Audit Committee has made certain recommendations to the Board of Directors of the Company including changes to a number of internal processes and procedures and certain management positions. In this regard, Steve Bromley, CEO and John Dietrich, CFO, will be transitioning from their current positions by no later than the end of the year, providing the Company with adequate time to provide continuing management and find suitable replacements. Steve Bromley will continue to serve on the Board of Directors until his Term Ends at the Annual Meeting in 2009, and he will not be re-nominated to the Board at that time.

Based on final steps to be completed in the year end procedures, the Company is now targeting to file its 2007 year end statements and its first quarter 2008 results, no later than July 31<sup>st</sup>, 2008 for both.

62M. On June 26, 2008, the closing price for SunOpta's shares on the TSX was C\$6.58. On the Nasdaq, it closed at USD\$6.48. On June 27, 2008, after SunOpta announced the termination of Bromley and Dietrich, SunOpta's shares closed at C\$5.22 on the TSX and USD\$5.17 on the Nasdaq, a decline of more than 20%.

62N. The June 26, 2008 press release was further corrective of the Misrepresentation, and resulted in additional damages for Subclass Members.

62O. On July 21, 2008 SunOpta issued a press release titled "SunOpta Announces 2007 Year End Financial Results and Also Provides Restated 2007 Quarterly Results". In the July 21, 2008 press release, SunOpta announced that:

- (a) It had 2007 revenues of USD\$804,494,000, compared to USD\$598,026,000 in 2006;
- (b) SunOpta Food Group revenues were USD\$727,290,000 compared to USD\$530,453,000 in 2006;
- (c) Earnings for the year were USD\$407,000, or USD\$0.01 per common share, compared to USD\$10,959,000 or \$0.19 per diluted common share in 2006;
- (d) Segment operating income for 2007 was \$5,562,000;

- (e) Segment operating income in the SunOpta Food Group decreased \$10,659,000, driven by a reduction of \$24,083,000 in the SunOpta Fruit Group, that resulted from higher inventory, commodity, storage and processing costs;
- (f) SunOpta had restated financial results for 2007 Q1, 2007 Q2, and 2007 Q3;
- (g) Earnings per share for 2007 Q1 were amended to USD\$0.02 per diluted common share, compared to the previously announced USD\$0.06 per share;
- (h) Earnings per share for 2007 Q2 were amended to USD\$0.05 per share, compared to the previously announced USD\$0.11 per share; and
- (i) Earnings per share for 2007 Q3 were amended to USD\$0.05 per diluted common share versus the previously reported \$0.08 per diluted common share.

62P. After the close of trading on the TSX and NASDAQ on July 21, 2008, SunOpta released its annual audited financial statements for 2007 and MD&A for 2007, compiled in its Annual Report on Form 10-K.

62Q. In the 2007 Annual Report, SunOpta stated, among other things, that:

Under the supervision and with the participation of management, including our principal executive officer and principal financial officer, we conducted an evaluation of our disclosure controls and procedures, as such term is defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act). Based on this evaluation, our principal executive officer and our principal financial officer concluded that, due to the existence of material weaknesses described in "Management's Report on Internal Control over Financial Reporting," or disclosure controls and procedures were not effective as of December 31, 2007.

*Management's Report on Internal Control over Financial Reporting*

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial

reporting and the preparation of financial statements in accordance with generally accepted account (sic) principles ("GAAP"). Internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect our transactions and dispositions of our assets; (2) provide reasonable assurance that our transactions are recorded as necessary to permit preparation of our financial statements in accordance with GAAP, and that receipts and expenditures are being made only in accordance with authorizations of our management and directors; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements.

[...]

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis.

Based on our evaluation, management has identified the following weaknesses:

*Control Environment* – As of December 31, 2007 we did not maintain an effective control environment. A control environment sets the tone of an organization, influences the control consciousness of its people, and is the foundation of all other components of internal control over financial reporting. Specifically, (a) we did not maintain a sufficient complement of qualified accounting personnel within the SunOpta Fruit Group to ensure that the selection, application and implementation of GAAP commensurate with our financial reporting requirements (sic); (b) our financial reporting organizational structure was inadequate to support the size, complexity and activities of our divisions and to perform adequate review of each division's operating results, and (c) our internal audit department was not effective because it did not identify and ensure the remediation of control deficiencies on a timely basis and (d) our whistle blower program did not operate effectively.

These control environment weaknesses contributed to the material weaknesses discussed below.

*Ineffective controls over information technology* – We did not maintain controls over the conversion from legacy systems to new financial systems nor the change in management processes of existing systems. Specifically, we lacked appropriate management oversight and user training to achieve a successful conversion in the SunOpta Fruit Group. Further, user processing and reporting needs were not properly assessed, configured or implemented, which resulted in manual adjustments to the information in the new financial system. These control deficiencies contributed to the inventory costing and valuation material weakness within the SunOpta Fruit Group discussed below.

*Ineffective controls over information technology* – We did not maintain controls over the accuracy of the inventory costing and subsequent valuation of inventory in the SunOpta Fruit Group. Specifically, we did not maintain effective controls over the application of standard costing including assessing standards as well as analyzing overhead, purchase price and production variances. Further, we did not have effective supervisory and review controls over inventory valuation. These control deficiencies in the California Berry Operations of the SunOpta Fruit Group resulted in the restatement of our consolidated financial statements for each of the quarters ended March 31, June 30 and September 30, 2007 and

audit adjustments to our 2007 annual consolidated financial statements affecting inventory and cost of goods sold.

*Ineffective controls over inventory held by third parties* – We did not maintain effective controls over the existence, completeness and accuracy with respect to inventory of certain divisions held at third party locations. Specifically, we did not perform accurate reconciliations or investigate differences in reconciliations of inventory between our records and those of the third parties and did not maintain independent controls to verify the existence of inventory held on our behalf at third party locations. The control deficiency in the California Berry Operations of the Fruit Group resulted in the restatement of our consolidated financial statements for each of the quarters ended March 31, June 30 and September 30, 2007 and audit adjustments to our 2007 annual consolidated financial statements affecting inventory and costs of goods sold.

*Ineffective controls over period-end reporting* – We did not maintain effective controls over the period-end process including review of business unit results, appropriate review of documentation supporting manual journal entries, estimates of percentage completion of certain contracts and the tax provision process at the corporate office, including note disclosures. Specifically, the degree of precision over business process reviews of financial results at the head office level and divisional level was not sufficient. In addition our procedures surrounding the verification and analysis of account balances and note disclosures were ineffective. These control deficiencies contributed to the restatement of our consolidated financial statements for each of the quarters ended March 31, June 30, and September 30, 2007 and audit adjustments to our 2007 annual consolidated financial statements affecting primarily inventory and cost of goods sold, revenue, and receivables, accounts payable and accrued liabilities, other assets and certain income tax related balances.

*Ineffective controls over the application of GAAP* – We did not maintain effective controls to ensure that certain financial statement transactions were appropriately accounted for in accordance with GAAP. The financial impact of these control deficiencies has been reflected in the restatement of our consolidated financial statements for the quarter ended September 30, 2007 and audit adjustments to our 2007 annual consolidated financial statements. Adjustments were required relating to revenue recognition, treatment of interest rate swaps at one of our subsidiaries and the application of purchase accounting on the acquisition of Congeladora del Rio, S.A. de C.V. and Global Trading Inc.

[...]

As a result of the material weaknesses described above, we have concluded that, as of December 31, 2007, the Company's internal control over financial reporting was not effective.

62R. SunOpta's auditors concurred with the view of management expressed in the preceding paragraph concerning the effectiveness of SunOpta's internal controls as of December 31, 2007, stating:

In our opinion, the Company did not maintain, in all material respects, effective internal control over financial reporting as of December 31, 2007 based on

criteria established in *Internal Control – Integrated Framework* issued by the COSO.

62S. Also on July 21, 2008, SunOpta released its restated Financial Statements and MD&A for 2007 Q1, 2007 Q2 and 2007 Q3. These restatements constitute admissions that misrepresentations were made in the Financial Statements Q1, Financial Statements Q2, Financial Statements Q3, MD&A Q1, MD&AQ2, and MD&A Q3.

62T. Among other things, the restated Financial Statements Q1 disclosed that:

- (a) Net earnings in 2007 Q1 were USD\$1.055 million, or USD\$0.02 per share, as opposed to the USD\$3.85 million, or the USD\$0.063 per share that SunOpta had originally announced;
- (b) Cost of goods sold for the quarter was USD\$152,780,000 as opposed to the USD\$148,599,000 that SunOpta had originally announced; and
- (c) Inventories as at March 31, 2007 were valued at USD\$128,773,000 as opposed to the USD\$132,779,000 that SunOpta had originally announced.

62U. The explanation provided for the 2007 Q1 restatement was as follows:

On January 24, 2008, the Company announced the discovery of errors related to inventories within the SunOpta Fruit Group's Berry Operations, and that as a result of these errors, the previously issued condensed consolidated financial statements for the three quarters of 2007 would need to be restated.

SunOpta Fruit Group – Berry Operations

To quantify the misstatement included in the Form 10-Q for the period ended March 31, 2008 (the "Original 10-Q"), the Company performed detailed procedures, analysis, and reconciliations to correct for errors in the costing of inventory and the quantities of inventories held as at and for the three month period ended March 31, 2007. These procedures were conducted by management with the assistance of independent accounting advisors. Based on this detailed examination, the Company determined that inventories were overstated and that revenue, cost of sales, accounts receivable and accounts payable previously reported were understated and accordingly, the consolidated financial statements as at and for the period ended March 31, 2007 required



adjustment. The adjustments were required to correct for errors in cut-off of revenues and purchasing, costing of inventories, and reconciliation of inventory quantities held at third party warehouses, and the related income tax effects.

Other Adjustments

The restated condensed consolidated financial statements for the three months ended March 31, 2007 also include other adjustments that, when the condensed consolidated financial statements were originally filed, were considered either immaterial, or were identified during the December 31, 2007 year-end closing process and were determined to relate to the previously filed March 31, 2007 condensed consolidated financial statements. Other adjustments include a reclassification from intangible assets to goodwill related to a business acquisition that occurred in 2006 as well as an adjustment to additional paid in capital to record a tax benefit related to the exercise of certain stock based awards.

Compared to the previously filed first quarter 2007 financial statements, the impact of all adjustments was a decrease in earnings for the period of [USD]\$2,795 [thousand] and a decrease of [USD]\$0.04 per basic and diluted share for the three months ended March 31, 2007.

62V. The restated MD&A Q1 disclosed, among other things, that:

- (a) SunOpta's operating income for 2007 Q1 was USD\$3,822,000, as opposed to the USD\$7,976,000 that Sunopta had originally announced; and
- (b) Segment operating income for the SunOpta Food Group was USD\$3,781,000, as opposed to the USD\$7,935,000 that SunOpta had originally announced.

62W. The restated MD&A Q1 also stated that:

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of our disclosure controls and procedures, as such term is defined under Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the Exchange Act). Based on this evaluation, our principal executive officer and our principal financial officer concluded that as a result of the need to restate the condensed consolidated financial statements as at and for the three month period ended March 31, 2007, our disclosure controls and procedures were not effective as of March 31, 2007. Refer to "Management's Report on Internal Control over Financial Reporting" as contained in Item 9A. Controls and Procedures in the Company's most recently filed Form 10-K for a description of the material weaknesses that have been identified.

62X. The restated Financial Statements Q2 disclosed, among other things, that:

- (a) Net earnings in 2007 Q2 were USD\$3,405,000 million, or USD\$0.05 per share, as opposed to the USD\$6,750,000, or the USD\$0.11 per share that SunOpta had originally announced;
- (b) Cost of goods sold for the quarter was USD\$170,828,00 as opposed to the USD\$167,589,000 that SunOpta had originally announced; and
- (c) Inventories as at June 30, 2007 were valued at USD\$168,661,000 as opposed to the USD\$171,626,000 that SunOpta had originally announced.

62Y. The explanation provided for the restatement was as follows:

On January 24, 2008, the Company announced the discovery of errors related to inventories within the SunOpta Fruit Group's Berry Operations, and that as a result of these errors, the previously issued condensed consolidated financial statements for the three quarters of 2007 would need to be restated.

#### SunOpta Fruit Group – Berry Operations

To quantify the misstatement included in the Form 10-Q for the period ended June 30, 2007 (the "Original 10-Q"), the Company performed detailed procedures, analysis, and reconciliations to correct for errors in the costing of inventory and the quantities of inventories held as at and for the three and six month periods ended June 30, 2007. These procedures were conducted by management with the assistance of independent accounting advisors. Based on this detailed examination, the Company determined that revenues, accounts receivable and inventories previously reported were overstated and that cost of sales, and accounts payable previously reported were understated and accordingly, the consolidated financial statements as at and for the period ended June 30, 2007 required adjustment. Adjustments were required to correct for errors in cut-off of revenues and purchasing, costing of inventories, and reconciliation of inventory quantities held at third party warehouses, and the valuation of inventories at the lower of cost or market and the related income tax effects.

#### Other Adjustments

The restated condensed consolidated financial statements for the three and six months ended June 30, 2007 also include other adjustments that, when the condensed consolidated financial statements were originally filed, were considered either immaterial, or were identified during the December 31, 2007 year-end closing process and were determined to relate to the previously filed quarterly financial statements. Other adjustments include a reclassification from intangible assets to goodwill related to a business acquisition that occurred in 2006, a correction of gross margin recognized on an in-progress project, corrections to the allocation of the purchase price to assets and liabilities of

Congeladora del Rio S.A. de C.V. and Global Trading Inc., adjustments to eliminate intercompany revenue and associated cost of goods sold with no impact on gross profit, an adjustment to additional paid in capital to record a tax benefit related to the exercise of certain stock based awards, and an adjustment to the fair value assigned to the warrants issued in conjunction with the preferred share issuance.

Compared to the previously filed second quarter consolidated financial statements, the impact of all adjustments was a decrease in earnings for the period of [USD]\$3,345 [thousand] and a decrease in basic and diluted earnings per share of [USD]\$0.06 for the three months ended June 30, 2007. For the six months ended June 30, 2007 the impact of all adjustments was a decrease in earnings for the period of [USD]\$6,141 [thousand] and a decrease in basic and diluted earnings per share of [USD]\$0.10.

**62Z.** The restated MD&A Q2 disclosed, among other things, that:

- (a) SunOpta's operating income for 2007 Q2 was USD\$6,809,000, as opposed to the USD\$11,402,000 that SunOpta had originally announced; and
- (b) Segment operating income for the SunOpta Food Group was USD\$7,319,000, as opposed to the USD\$11,411,000 that SunOpta had originally announced.

**62AA.** The restated MD&A Q2 also stated that:

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of our disclosure controls and procedures, as such term is defined under Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the Exchange Act). Based on this evaluation, our principal executive officer and our principal financial officer concluded that as a result of the need to restate the condensed consolidated financial statements as at and for the three and six month periods ended June 30, 2007, our disclosure controls and procedures were not effective as of June 30, 2007. Refer to "Management's Report on Internal Control over Financial Reporting" as contained in Item 9A. Controls and Procedures in the Company's most recently filed Form 10-K for a description of the material weaknesses that have been identified.

**62BB.** The restated Financial Statements Q3 disclosed, among other things, that:

- (c) Net earnings in 2007 Q3 were USD\$3,042,000, or USD\$0.05 per share, as opposed to the USD\$5,096,000, or the USD\$0.08 per share that SunOpta had originally announced;

- (d) Cost of goods sold for the quarter was USD\$169,867,000 as opposed to the USD\$167,805,000 that SunOpta had originally announced; and
- (e) Inventories as at June 30, 2007 were valued at USD\$180,749,000 as opposed to the USD\$188,585,000 that SunOpta had originally announced.

62CC. The explanation provided for the restatement was as follows:

On January 24, 2008, the Company announced the discovery of errors related to inventories within the SunOpta Fruit Group's Berry Operations, and that as a result of these errors, the previously issued condensed consolidated financial statements for the three quarters of 2007 would need to be restated.

#### SunOpta Fruit Group – Berry Operations

To quantify the misstatement included in the Form 10-Q for the period ended June 30, 2007 (the "Original 10-Q"), the Company performed detailed procedures, analysis, and reconciliations to correct for errors in the costing of inventory and the quantities of inventories held as at and for the three and six month periods ended June 30, 2007. These procedures were conducted by management with the assistance of independent accounting advisors. Based on this detailed examination, the Company determined that revenues, accounts receivable and inventories previously reported were overstated and that cost of sales, and accounts payable previously reported were understated and accordingly, the consolidated financial statements as at and for the period ended June 30, 2007 required adjustment. Adjustments were required to correct for errors in cut-off of revenues and purchasing, costing of inventories, and reconciliation of inventory quantities held at third party warehouses, and the valuation of inventories at the lower of cost or market and the related income tax effects.

#### Other Adjustments

The restated condensed consolidated financial statements for the three and six months ended June 30, 2007 also include other adjustments that, when the condensed consolidated financial statements were originally filed, were considered either immaterial, or were identified during the December 31, 2007 year-end closing process and were determined to relate to the previously filed quarterly financial statements. Other adjustments include a reclassification from intangible assets to goodwill related to a business acquisition that occurred in 2006, a correction of gross margin recognized on an in-progress project, corrections to the allocation of the purchase price to assets and liabilities of Congeladora del Rio S.A. de C.V. and Global Trading Inc., adjustments to eliminate intercompany revenue and associated cost of goods sold with no impact on gross profit, an adjustment to additional paid in capital to record a tax benefit related to the exercise of certain stock based awards, and an adjustment to the fair value assigned to the warrants issued in conjunction with the preferred share issuance.

Compared to the previously filed second quarter consolidated financial statements, the impact of all adjustments was a decrease in earnings for the period of [USD]\$3,345 [thousand] and a decrease in basic and diluted earnings per share of [USD]\$0.06 for the three months ended June 30, 2007. For the six months ended June 30, 2007 the impact of all adjustments was a decrease in earnings for the period of [USD]\$6,141 [thousand] and a decrease in basic and diluted earnings per share of [USD]\$0.10.

62DD. The restated MD&A Q3 disclosed, among other things, that:

- (f) SunOpta's operating income for 2007 Q3 was USD\$5,762,000, as opposed to the USD\$9,025,000 that Sunopta had originally announced; and
- (g) Segment operating income for the SunOpta Food Group was USD\$5,105,000, as opposed to the USD\$8,480,000 that SunOpta had originally announced.

62EE. The restated MD&A Q3 also stated that:

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of our disclosure controls and procedures, as such term is defined under Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the Exchange Act). Based on this evaluation, our principal executive officer and our principal financial officer concluded that as a result of the need to restate the condensed consolidated financial statements as at and for the three and nine month periods ended September 30, 2007, our disclosure controls and procedures were not effective as of September 30, 2007. Refer to "Management's Report on Internal Control over Financial Reporting" as contained in Item 9A. Controls and Procedures in the Company's most recently filed Form 10-K for a description of the material weaknesses that have been identified.

## **NEGLIGENCE**

63. SunOpta and, by virtue of their position of authority and responsibility within SunOpta, each of the Individual Defendants, owed a duty to the Plaintiff and to persons and entities similarly situated, at law and under provisions of the *OSA*, to disseminate promptly, or to ensure that prompt dissemination of, truthful, complete and accurate statements regarding SunOpta's business and affairs, and promptly to correct previously-issued, materially in-

accurate information, so that the price of SunOpta's publicly-traded securities was based on complete, accurate and truthful information.

64. At all times material to the matters complained of herein, each of the Defendants ought to have known that SunOpta's press releases and quarterly reports and financial statements described herein were materially misleading in the manner aforesaid. The Defendants were reckless or, at a minimum, grossly negligent in failing to realize that fact and in failing to prevent the Misrepresentation alleged above. Accordingly, the Defendants have violated their duties to the Plaintiff and to persons or entities similarly situated.
65. The reasonable standard of care expected in the circumstances required the Defendants to act fairly, reasonably, honestly, candidly and in the best interests of the Plaintiff and the other Class Members.
66. The Defendants failed to meet the standard of care required for the following reasons, among others:
  - (a) they failed to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances as required by law;
  - (b) they authorized statements, announcements, press releases, filings and other public documents containing the Misrepresentation; and
  - (c) they failed to maintain appropriate quality control procedures to ensure that SunOpta's disclosure documents adequately and fairly presented the business and affairs of SunOpta.

#### **NEGLIGENT AND RECKLESS MISREPRESENTATION**

67. The SunOpta disclosure documents referenced above were prepared, at least in part, for the purpose of attracting investment and with the intention that members of the investing

public would rely upon the documents in making the decision to purchase SunOpta securities.

68. The SunOpta disclosure documents referenced above contained the Misrepresentation, whether explicitly or implicitly. The Misrepresentation was materially false and/or materially misleading when made.
69. The Defendants knew that by making the Misrepresentation, the price of SunOpta's publicly-traded securities would rise and remain at artificially high levels and that investors would rely upon the Misrepresentation in making their decisions to purchase SunOpta shares.
70. SunOpta made the Misrepresentation by issuing the disclosure documents referenced above. Bromley and Dietrich made the Misrepresentation by authorizing, permitting and/or acquiescing in the drafting and issuance of those disclosure documents, and/or by signing them.
71. The Defendants made the Misrepresentation negligently or, alternatively, recklessly, caring not whether it was true or false, intending that the Plaintiff and the other Class Members would rely upon it, which they did to their detriment by purchasing SunOpta securities during the Class Period ~~and holding the securities beyond the Class Period.~~
72. The Plaintiff relied upon the Misrepresentation by reading and acting upon disclosure documents containing the Misrepresentation, or alternatively, by reading and acting upon documents that contained information derived from the Misrepresentation.
73. Further, given the relationship as pleaded between SunOpta's disclosures regarding its financial statements and the price of its publicly-traded securities, the Plaintiff and each

other Class Member relied upon the Misrepresentation by the act of purchasing or acquiring SunOpta securities in the open market.

74. The Plaintiff and each other Class Member suffered damages and loss, as particularized below, as a result of their reliance on the Misrepresentation in purchasing SunOpta shares.

### **CONSPIRACY**

74A. During the Class Period, at Brampton, Ontario, Bromley and Dietrich unlawfully, maliciously and lacking *bona fides*, agreed together, the one with the other and with persons unknown, to, among other things, misrepresent to investors the true financial results of SunOpta.

74B. Bromley's and Dietrich's predominant purposes, concerns and motivation were to:

- (a) inflate the price of SunOpta's securities;
- (b) inflate the value of their own holdings in SunOpta shares and stock options; and
- (c) inflate that portion of their compensation from SunOpta that was dependent in whole or in part upon SunOpta's reported financial results.

74C. In furtherance of the conspiracy, the following are some, but not all, of the acts carried out or caused to be carried out by Bromley and Dietrich:

- (a) the value of Sunopta's inventories were overstated;
- (b) SunOpta's revenue, cost of sales, accounts receivable and accounts payable were understated;



- (c) SunOpta's net income for the relevant periods was overstated;
- (d) SunOpta deviated from GAAP, including but not limited to the principle of consistency, in the preparation of its and interim financial statements; and
- (e) SunOpta issued statements, announcements, press releases, filings and other disclosure documents containing the Misrepresentation.

74D. The conspiracy was unlawful because Bromley and Dietrich knowingly and intentionally committed the foregoing acts when they knew that there was no reasonable assurance that the Misrepresentation was accurate and, in so doing, violated the OSA, the United States Securities Act of 1933 and Securities and Exchange Act of 1934, and the reporting requirements of the TSX and the NASDAQ.

74E. The conspiracy was directed towards the Plaintiff and the other Class Members. Bromley and Dietrich knew in the circumstances that the conspiracy would, and it did, cause loss to the Plaintiff and the other Class Members.

## **THE RELATIONSHIP BETWEEN SUNOPTA'S FINANCIAL RESULTS AND SHARE PRICE**

75. The price of SunOpta's publicly-traded securities was directly affected by the interim filing of its financial statements over the Class Period. The defendants were aware at all material times of the effect of SunOpta's disclosures about its financial situation upon the price of its publicly-traded securities.

76. The disclosure documents referenced above, each of which contained the Misrepresentation either implicitly or explicitly, were filed with SEDAR, EDGAR, NASDAQ and the TSX, and thereby became immediately available to and were

reproduced for inspection by the Class Members, the public, the financial analysts and the financial press through the internet and financial publications.

77. SunOpta routinely transmitted the documents referred to above to the financial press, financial analysts and certain prospective and actual holders of SunOpta securities.
78. SunOpta regularly communicated with the public investors and financial analysts via established market communication mechanisms, including through regular disseminations of press releases on newswire services in Canada. The price of SunOpta's publicly-traded securities were directly affected each time SunOpta communicated new material information about SunOpta 's financial results to the public.
79. SunOpta was the subject of analysts reports that incorporated the quarterly financial information as contained in the disclosure documents referred to above, with the effect that any recommendation in such reports during the Class Period were based, in whole or in part, upon unreliable financial results.
80. SunOpta 's securities were and are traded on the TSX and the NASDAQ, which are highly efficient and automated markets. The price at which SunOpta 's securities traded on the TSX and NASDAQ incorporated material information about SunOpta 's financial results, including the Misrepresentation, which was disseminated to the public through the documents referred to above and distributed by SunOpta, as well as by other means.

## **DAMAGES**

81. As a result of the conduct of the defendants as pleaded, the Plaintiff and each Class Member suffered loss and damage.

82. The Plaintiff and other Class Members are also entitled to recover, as damages or costs in accordance with the *CPA*, the costs of administering the plan to distribute the recovery in this action.

#### **VICARIOUS LIABILITY OF SUNOPTA**

83. SunOpta is vicariously liable for the acts and omissions of the Individual Defendants and of the other SunOpta employees and directors whose conduct is particularized in this statement of claim.

84. The acts or omissions particularized in and alleged in this statement of claim to have been done by SunOpta were authorized, ordered and done by the defendants and SunOpta's other agents, employees and representatives while engaged in the management, direction, control and transaction of its business affairs and are, therefore, acts and omissions for which SunOpta is vicariously liable.

#### **PART XXIII.1 OF THE SECURITIES ACT**

85. The Plaintiff intends promptly to deliver a notice of motion seeking, among other things, an order to assert the statutory causes of action particularized in Part XXIII.1 of the *OSA*, and if granted, leave under s. 138.8(1) of the *OSA* to plead the causes of action set out in s. 138.3 of the *OSA*.

#### **PUNITIVE DAMAGES**

86. The Plaintiff pleads that the conduct of the defendants was high-handed, outrageous, reckless, wanton, entirely without care, deliberate, callous, disgraceful, wilful and motivated by economic considerations. Such conduct renders the defendants liable to pay punitive damages.

**REAL AND SUBSTANTIAL CONNECTION WITH ONTARIO**

87. The Plaintiff pleads that this action has a real and substantial connection with Ontario because, among other things:

- (a) SunOpta carries on business in Ontario;
- (b) SunOpta's principal executive offices are located in Ontario;
- (c) SunOpta manufactures products that are distributed and sold in Ontario;
- (d) SunOpta derives substantial income in Ontario from sales of its products in Ontario;
- (e) SunOpta is a reporting issuer in Ontario;
- (f) the shares of SunOpta trade on the TSX, which is located in Toronto, Ontario;
- (g) the Misrepresentation and the other Misrepresentations alleged herein were disseminated in and from Ontario;
- (h) the Individual Defendants are resident in Ontario; and
- (i) a significant proportion of the Class Members reside in Ontario.

**SERVICE OUTSIDE OF ONTARIO**

88. This originating process may be served without court order outside Ontario in that the claim is:

- (a) in respect of a tort committed in Ontario (rule 17.02(g));

- (b) in respect of damages sustained in Ontario arising from a tort wherever committed (rule 17.02(h));
- (c) against a person outside Ontario who is a necessary or proper party to a proceeding properly brought against another person served in Ontario (rule 17.02(o)); and
- (d) Against a person carrying on business in Ontario (rule 17.02(p)).

### **RELEVANT LEGISLATION**

89. The plaintiff pleads and relies on the *CJA*, *CPA* and the *OSA*, all as amended.

### **PLACE OF TRIAL**

90. The plaintiff proposes that this action be tried in the City of London, in the Province of Ontario.

August 28, 2008

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Lawyers for the Plaintiff

O'Neil

v.

SunOpta, Inc., et al.

Court File No: 57453CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at London

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

**AMENDED AMENDED  
STATEMENT OF CLAIM**

**SISKINDS LLP**

Barristers & Solicitors

680 Waterloo Street

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London, ON N6A 3V8

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Lawyers for the Plaintiff



**ON READING** the materials filed, including the settlement agreement dated September 23, 2009 between the parties (the “Stipulation”), and on hearing the submissions of counsel for the Plaintiff and counsel for the Defendants:

1. **THIS COURT DECLARES** that except as otherwise stated, this Order incorporates and adopts the definitions set forth in the Stipulation, which is attached hereto as Schedule “A.”
2. **THIS COURT ORDERS** that, subject to paragraph 22 herein, the within proceeding be, and hereby is, certified as a class proceeding, for purposes of settlement only, pursuant to the *Class Proceedings Act, 1992*, S.O. 1992, c.6, sections 2 and 5.
3. **THIS COURT ORDERS** that the “Canadian Class” be, and is, defined and certified as:

All individuals and entities, other than Excluded Persons, who purchased or otherwise acquired securities of SunOpta during the Class Period and either (i) were Canadian residents at the time of such purchase or acquisition; or, (ii) purchased or acquired such SunOpta securities over the Toronto Stock Exchange.
4. **THIS COURT DECLARES** that the causes of action asserted in this Action on behalf of the Canadian Class are negligence, negligent and reckless misrepresentation, and conspiracy.
5. **THIS COURT ORDERS** that John O’Neil be, and is, appointed as the Representative Plaintiff for the Canadian Class within this proceeding.
6. **THIS COURT ORDERS** that the within proceeding be, and is, certified for settlement purposes only on the basis of the following common issue:

Were SunOpta's public statements during the Class Period that: (i) SunOpta's financial statements were prepared in accordance with Generally Accepted Accounting Principles; (ii) SunOpta’s financial statements fairly presented in all material respects SunOpta's financial position for and as of the respective relevant periods and dates; and/or (iii) SunOpta maintained adequate internal controls and procedures over financial reporting materially false and/or misleading?



7. **THIS COURT ORDERS** that the hearing of the Representative Plaintiff's motion for settlement approval in the within proceeding (the "Settlement Approval Motion") and of the Representative Plaintiff's motion for approval of the fees of Canadian Class Counsel shall take place on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m..
8. **THIS COURT ORDERS** that \_\_\_\_\_ is hereby appointed and approved as Claims Administrator for purposes of the proposed settlement and carrying out the duties assigned to the Claims Administrator under the Stipulation, and shall be subject to the jurisdiction of this Court for all matters relating to the Canadian Action, including the administration, interpretation, effectuation or enforcement of the Stipulation and this Order.
9. **THIS COURT ORDERS** that the Escrow Agent, acting in its capacity as escrow agent, shall be subject to the jurisdiction of this Court for all matters relating to the Canadian Action, including the administration, interpretation, effectuation or enforcement of the Stipulation and this Order.
10. **THIS COURT ORDERS** that the form and content of the long-form of the Pre-Approval Notice, substantially in the form attached hereto as Schedule "B," is hereby approved.
11. **THIS COURT ORDERS** that the long-form of the Pre-Approval Notice shall be disseminated in accordance with the Plan of Notice attached as Exhibit "G" to the Stipulation.
12. **THIS COURT ORDERS** that the form and content of the short-form of the Pre-Approval Notice, substantially the form attached hereto as Schedule "C" is hereby approved.

13. **THIS COURT ORDERS** that the Claims Administrator shall cause the short-form of the Pre-Approval Notice to be published in accordance with the Plan of Notice attached as Exhibit “G” to the Stipulation.
14. **THIS COURT ORDERS** that Canadian Class Counsel shall, at or before the hearing of the Settlement Approval Motion, file with the Court proof of the dissemination and publication of the long-form and the short-form of the Pre-Approval Notice in accordance with the Plan of Notice.
15. **THIS COURT ORDERS** that individuals or entities who would otherwise be members of the Canadian Class but who elect to opt out of the Canadian Class must do so by preparing and signing an Opt-out Request which clearly states that the Canadian Class Member requests exclusion from the Canadian Class, and includes the Canadian Class Member's name, address and telephone number and all of the date(s), price(s), and the number(s) of all of the shares of SunOpta Securities they purchased, acquired or sold during the Class Period, and by sending his, her or its Opt-out Request to the Claims Administrator, at the address indicated in the Pre-Approval Notice, postmarked no later than the Opt-out Deadline, namely, sixty (60) calendar days after the date the short-form of the Pre-Approval Notice is published pursuant to paragraph 13 above. Subject to further order of the Court, no person or entity may opt out of the Canadian Class after the expiry of the Opt-out Deadline.
16. **THIS COURT ORDERS** that any potential member of the Canadian Class who elects to opt out of the Canadian Class in accordance with paragraph 15 of this Order may not participate in the Settlement, if approved.

17. **THIS COURT ORDERS** that any Canadian Class Member who does not validly opt out in the manner and time prescribed above shall be deemed to have elected to participate in the Settlement and be bound by the terms of the Stipulation if approved and all related Court Orders, regardless of whether the Canadian Class Member has timely filed a Proof of Claim.
18. **THIS COURT ORDERS** that the form and content of the Proof of Claim form, substantially in the form attached hereto as Schedule “D”, is hereby approved.
19. **THIS COURT ORDERS** that in order to be entitled to participate in a distribution from the Net Settlement Fund, each member of the Canadian Class shall take the following actions and be subject to the following conditions:
- (a) submit a properly executed Proof of Claim to the Claims Administrator, at the address indicated in the Pre-Approval Notices, postmarked no later than the Claims Deadline, namely, one hundred twenty (120) calendar days after the date set herein for the publication of the short-form of the Pre-Approval Notice. Such deadline may be further extended by order of this Court;
  - (b) submit, together with the Proof of Claim, any supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator;
  - (c) the Proof of Claim must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury;
  - (d) if the person executing the Proof of Claim is acting in a representative capacity, a certification of his, her or its current authority to act on behalf of the Canadian Class Member must be included in the Proof of Claim;

- (e) each Proof of Claim shall be deemed to have been submitted when postmarked (if properly addressed and mailed by first class mail, postage prepaid) provided that such Proof of Claim is actually received prior to the distribution of the Net Settlement Fund; and
  - (f) any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received at the address designated in the Pre-Approval Notices, provided that such Proof of Claim is actually received prior to the distribution of the Net Settlement Fund.
20. **THIS COURT ORDERS** that, as part of the Proof of Claim, each Canadian Class Member shall submit to the jurisdiction of this Court with respect to the claim submitted, and shall (subject to the approval of the Settlement by the Courts) release all Settled Claims against the Released Parties.
21. **THIS COURT ORDERS** that Canadian Class Members who wish to file with the Court an objection or comment to the Settlement or to the approval of Canadian Class Counsel fees shall deliver a written statement to Canadian Class Counsel, at the address indicated in the Pre-Approval Notices, no later than sixty (60) calendar days after the date the short-form of the Pre-Approval Notice is published pursuant to paragraph 13, above, and Canadian Class Counsel shall file all such submissions with the Court prior to the hearing of the Settlement Approval Motion.
22. **THIS COURT ORDERS** that if the Stipulation is terminated pursuant to any rights of termination therein, then:
- (a) this Order (except for paragraphs 1, 8, 9 and 22 herein) shall be set aside, be of no further force or effect, and be without prejudice as to any party;

- (b) this Action shall be immediately decertified as a class proceeding pursuant to Section 10 of the *Class Proceedings Act, 1992*, without prejudice to the Plaintiff's ability to reapply for certification and the Defendants' ability to oppose certification on any and all grounds; and
- (c) each party to this Action shall be restored to his, her or its respective position in this Action as it existed immediately prior to the execution of the Stipulation.

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THE HONOURABLE  
JUSTICE W. U. TAUSENDFREUND

**EXHIBIT “C”**  
**CANADIAN JUDGMENT**

Court File No. 57453 CP

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) \_\_\_\_\_, THE \_\_\_\_ DAY  
JUSTICE W. U. TAUSENDFREUND ) OF \_\_\_\_\_, 2009

B E T W E E N

JOHN O’NEIL

Plaintiff

– and –

SUNOPTA, INC., STEVEN R. BROMLEY and JOHN H. DIETRICH

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER**

THIS MOTION made by the Representative Plaintiff for, *inter alia*, an Order approving and implementing the Stipulation and Settlement Agreement, dated September 23, 2009, entered into between the parties herein and the parties to a parallel class action proceeding in the United States, *In re SunOpta, Inc. Securities Litigation*, Master File No. 1:08-cv-00933-PAC (the “Stipulation”) was heard this day at London, Ontario.

**ON READING** the materials filed, including the Stipulation attached as Schedule “A,” and on hearing the submissions of counsel for the Representative Plaintiff and counsel for the Defendants.

1. **THIS COURT DECLARES** that, except as otherwise stated, this Order incorporates and adopts the definitions set forth in the Stipulation.
2. **THIS COURT DECLARES** that the settlement provided for in the Stipulation is fair, reasonable and in the best interests of members of the Canadian Class.
3. **THIS COURT ORDERS** that the Stipulation attached to this Order as Schedule “A” is hereby approved pursuant to s.29 of the *Class Proceedings Act, 1992*.
4. **THIS COURT ORDERS** that the Stipulation forms part of this Order and is binding upon the Representative Plaintiff and upon all members of the Canadian Class including those persons who are minors or mentally incapable, and that the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are disposed of in respect of this Action, and the Stipulation shall be implemented in accordance with its terms.
5. **THIS COURT ORDERS AND DECLARES** that, upon the Effective Date, the Representative Plaintiff and each member of the Canadian Class, on behalf of themselves, their personal representatives, agents, heirs, executors, administrators, trustees, beneficiaries, former and current plan members and contributors, successors, assigns, and any person they represent in relation to SunOpta securities purchased or otherwise acquired during the Class Period or in relation to the Settled Claim (all of the foregoing persons and entities are collectively referred to as the “Canadian Class Releasers”), shall release and shall be conclusively deemed to have fully, finally and forever released the Released Parties from the Settled Claims.
6. **THIS COURT ORDERS AND DECLARES** that, upon the Effective Date, each of the Canadian Class Releasers shall consent and shall be deemed to have consented to the

dismissal without costs and with prejudice of any other action or proceeding he, she or it has commenced against the Released Parties with respect to a Settled Claim, and is hereby permanently barred and enjoined from instituting, commencing or prosecuting any Settled Claims against the Released Parties.

7. **THIS COURT ORDERS** that, upon the Effective Date, the Canadian Class Releasers shall not institute, continue, maintain or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Released Party or any other person who may claim any form of contribution or indemnity from any Released Party in respect of any Settled Claims, at any time on or after the Effective Date, and are permanently barred and enjoined from doing so.
8. **THIS COURT ORDERS** that, upon the Effective Date, the Defendants and Proposed Individual Defendants, on behalf of themselves, their personal representatives, heirs, executors, administrators, trustees, successors and assigns release and forever discharge each and every one of the Settled Defendants' Claims against the Representative Plaintiff herein, any member of the Canadian Class or Canadian Class Counsel, and are hereby permanently barred and enjoined from prosecuting a Settled Defendants' Claim against the Representative Plaintiff herein, any member of the Canadian Class or Canadian Class Counsel.
9. **THIS COURT ORDERS** that neither this Order, the Stipulation, nor any of their terms and provisions, nor any of the negotiations or proceedings connected with the Stipulation, nor any of the documents or statements referred to therein shall be:



- (a) offered or received against the Released Parties as evidence of or construed as or deemed to be evidence of any presumption, concession or admission by any of the Defendants with respect to the truth of any fact alleged in the Statement of Claim or the validity of any claim that has been or could have been asserted in this Action or in any litigation, or the deficiency of any defence that has been or could have been asserted in this Action, or in any litigation, or of any liability, negligence, fault, or wrongdoing of the Released Parties ;
- (b) offered or received against the Released Parties as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any of the Released Parties;
- (c) offered or received against the Released Parties as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing or in any way referred to for any other reason as against any of the Released Parties, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to enforce and give effect to the provisions of the Stipulation; provided, however, that the Released Parties may refer to it to effect the release and liability protection granted them hereunder;
- (d) construed against the Released Parties as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; or
- (e) construed as or received in evidence as an admission, concession or presumption against the Representative Plaintiff or any member of the Canadian Class that any of their claims are without merit, or that any defences asserted by the Defendants have any merit, or that damages recoverable under the Statement of Claim would not have exceeded the amounts set forth under the Stipulation.

10. **THIS COURT DECLARES** that the Plan of Allocation, outlined commencing at page \_\_\_\_\_ of the long-form of the Pre-Approval Notice, attached hereto as Schedule “B”, is approved as fair and reasonable.
11. **THIS COURT ORDERS AND ADJUDGES** that any appeal or challenge limited to the fairness and reasonableness of the Plan of Allocation shall in no way disturb or affect the balance of this Order and shall be deemed to be separate and apart from the balance of this Order.
12. **THIS COURT ORDERS** that this Court shall retain jurisdiction over the parties herein, the members of the Canadian Class, the Claims Administrator and the Escrow Agent for all matters relating to this Action and the Canadian Class, including the administration, interpretation, effectuation or enforcement of the Stipulation and this Order, and including any application for fees and expenses incurred by or paid to Canadian Class Counsel and the Claims Administrator in overseeing and administering the Settlement, in distributing settlement proceeds to members of the Canadian Class, and in complying with the terms of this Order.
13. **THIS COURT ORDERS** that, on notice to the Court but without further order of the Court, the parties to the Stipulation may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.
14. **THIS COURT ORDERS AND DECLARES** that the Released Parties have no responsibility for and no liability whatsoever with respect to the administration of the Settlement.

15. **THIS COURT ORDERS** that if the Stipulation is terminated pursuant to any rights of termination therein, then:
- (a) this Order (except for paragraphs 1, 9, 12, 14 and 15 herein) shall be set aside, be of no further force or effect, and be without prejudice to any party;
  - (b) this Action shall be immediately decertified as a class proceeding pursuant to Section 10 of the *Class Proceedings Act, 1992*, without prejudice to the Representative Plaintiffs' ability to reapply for certification and the Defendants' ability to oppose certification on any and all grounds; and
  - (c) each party to this Action shall be restored to his, her or its respective position in this Action as it existed immediately prior to the execution of the Stipulation.
16. **THIS COURT ORDERS AND ADJUDGES** that, upon the Effective Date, this Action shall be and is hereby dismissed against the Defendants with prejudice and without costs.

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THE HONOURABLE  
JUSTICE W. U. TAUSENDFREUND

**EXHIBIT “D”**

**U.S. Pre-Approval Order**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

_____	X	
In re SUNOPTA INC. SECURITIES	:	Master File No. 1:08-cv-00933-PAC
LITIGATION	:	
_____	:	<u>CLASS ACTION</u>
This Document Relates To:	:	
	:	PRELIMINARY ORDER FOR NOTICE
	:	AND HEARINGS IN CONNECTION WITH
ALL ACTIONS.	:	SETTLEMENT PROCEEDINGS
_____	X	

WHEREAS, on September 23, 2009, the parties to the above-entitled action (the “U.S. Action”) entered into an Stipulation and Agreement of Settlement (the “Stipulation”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits thereto, sets forth the terms and conditions for the proposed settlement of the claims alleged in the Complaint on the merits and with prejudice; and the Court having read and considered the Stipulation and the accompanying documents; and the parties to the Stipulation having consented to the entry of this Order, and all capitalized terms used, but not otherwise defined, herein having the meanings defined in the Stipulation; and

WHEREAS, it is a condition to the effectiveness of the proposed Settlement that the Canadian putative class proceeding identified in the Stipulation (the “Canadian Class Action”) be also settled and dismissed with prejudice and the Settlement be approved by the Ontario Superior Court of Justice before which the Canadian Class Action is pending.

NOW THEREFORE, IT IS HEREBY ORDERED, this \_\_\_ day of \_\_\_\_\_, 2009, that:

1. The Court does hereby preliminarily approve the Stipulation and the Settlement set forth therein as being fair, reasonable and adequate to U.S. Class Members (defined in ¶2 below), subject to further consideration at the Settlement Fairness Hearing described in ¶5 below.

2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, this U.S. Action is hereby certified as a class action on behalf of all individuals and entities who purchased or otherwise acquired the securities of SunOpta Inc. during the period between February 23, 2007 through January 27, 2008, inclusive (the “Class Period”), other than members of the Canadian Class and Excluded Persons (the “U.S. Class” or “U.S. Class Members”). Included within the definition of Excluded Persons and excluded from the U.S. Class are any putative U.S. Class Members who exclude themselves by filing a timely and valid request for exclusion in accordance with the requirements set forth in the Notice (defined in ¶7 below).

3. The Court finds, for the purposes of the Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of U.S. Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the U.S. Class; (c) the claims of the named representatives are typical of the claims of the U.S. Class they seek to represent; (d) the U.S. Lead Plaintiffs will fairly and adequately represent the interests of the U.S. Class; (e) the questions of law and fact common to the members of the U.S. Class predominate over any questions affecting only individual U.S. Class Members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, U.S. Lead Plaintiffs Western Washington Laborers-Employers Pension Trust

and Operating Engineers Construction Industry and Miscellaneous Pension Fund are certified as Class Representatives.

5. A hearing (the “Settlement Fairness Hearing”) pursuant to Rule 23(e) of the Federal Rules of Civil Procedure is hereby scheduled to be held before the Court on \_\_\_\_\_, \_\_\_\_, at \_\_:\_\_\_\_, \_\_.m. for the following purposes:

(a) to finally determine whether this U.S. Action satisfies the applicable prerequisites for class action treatment under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

(b) to determine whether the proposed Settlement is fair, reasonable and adequate to U.S. Class Members, and should be approved by the Court;

(c) to determine whether the Judgment as provided under the Stipulation should be entered, dismissing the Complaint filed herein, on the merits and with prejudice, and to determine whether the release by the U.S. Class of the Settled Claims, as set forth in the Stipulation, should be provided to the Released Parties;

(d) to determine whether the proposed Plan of Allocation of the proceeds of the Settlement is fair and reasonable, and should be approved by the Court.

(e) to consider U.S. Lead Plaintiffs’ Counsel’s application for an award of attorneys’ fees and expenses to U.S. Lead Plaintiffs’ Counsel; and

(f) to rule upon such other matters as the Court may deem appropriate.

6. The Court reserves the right to approve the Settlement with or without modification as may be agreed to by the Parties and with or without further notice of any kind. The Court further reserves the right to enter its Judgment approving the Settlement and dismissing the Complaint on

the merits and with prejudice regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and expenses.

7. The Court approves the form, substance and requirements of: the Notice of Pendency and Certification of Class Action, Proposed Settlement and Settlement Approval/Fairness Hearings (the "Notice"); the Proof of Claim form, and the Summary Notice of Pendency and Certification of Class Actions, Proposed Settlement and Settlement Approval/Fairness Hearings (the "Summary Notice"), annexed hereto as Tabs 1, 2 and 3, respectively, and finds that the form, content, and mailing and distribution of the Notice and publishing of the Summary Notice substantially in the manner and form set forth in ¶¶9 and 12 of this Order meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, as amended, 15 U.S.C. §78u-4(a)(7), including the Private Securities Litigation Reform Act of 1995 (the "PSLRA"), Rule 23.1 of the Local Rules of the Southern and Eastern Districts of New York, and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons and entities entitled thereto.

8. The Court approves the appointment of \_\_\_\_\_ as the Claims Administrator.

9. Within fourteen (14) calendar days of the later of the entry of this Order and the issuance of the Canadian Pre-Approval Order by the Ontario Superior Court of Justice, the Claims Administrator shall cause the Notice and the Proof of Claim, substantially in the forms annexed hereto as Tabs 1 and 2, to be disseminated in accordance with the Plan of Notice attached as Exhibit "G" to the Stipulation. SunOpta shall cooperate in making SunOpta's transfer records concerning existing information it has about the identity and last known address of U.S. Class Members and their transactions during the Class Period available to the Claims Administrator no later than five (5) business days following entry of this Order for the purpose of identifying and giving notice to the

U.S. Class, which information the Claims Administrator shall treat as confidential and take all necessary steps to maintain the confidentiality of such information. The Claims Administrator shall use reasonable efforts to give notice to nominee purchasers such as brokerage firms and other persons or entities who purchased SunOpta securities during the Class Period as record owners but not as beneficial owners. Such nominee purchasers are directed, within seven (7) business days of their receipt of the Notice, to either forward copies of the Notice and Proof of Claim to their beneficial owners or to provide the Claims Administrator with lists of the names and addresses of the beneficial owners, and the Claims Administrator is ordered to send the Notice and Proof of Claim promptly to such identified beneficial owners. Nominee purchasers who elect to send the Notice and Proof of Claim to their beneficial owners shall send a statement to the Claims Administrator confirming that the mailing was made as directed. Additional copies of the Notice shall be made available to any record holder requesting such for the purpose of distribution to beneficial owners, and such record holders shall be reimbursed from the Gross Settlement Fund, upon receipt by the Claims Administrator of proper documentation, for the reasonable expense of sending the Notice and Proofs of Claim to beneficial owners. U.S. Lead Plaintiffs' Counsel shall, at least seven (7) calendar days prior to the Settlement Hearing, file with the Court proof of mailing of the Notice and Proof of Claim.

10. The Escrow Agent or its agents are authorized and directed to prepare any tax returns required to be filed on behalf of or in respect of the Gross Settlement Fund and to cause any Taxes due and owing to be paid from the Gross Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof as contemplated by the Stipulation without further order of the Court.



11. U.S. Lead Plaintiffs' Counsel shall submit their papers in support of final approval of the Settlement and application for attorneys' fees and expenses by no later than \_\_\_\_\_, 2009. All reply papers in support of such motions shall be filed and served by no later than \_\_\_\_\_, 2009.

12. The Claims Administrator shall cause the Summary Notice to be published *Investor's Business Daily* within fourteen (14) calendar days of the later of the entry of this Order and the issuance of the Canadian Pre-Approval Order by the Ontario Superior Court of Justice (the date on which such publication occurs being the "Notice Date"). U.S. Lead Plaintiffs' Counsel shall, at least seven (7) calendar days prior to the Settlement Fairness Hearing, file with the Court proof of the publication of the Summary Notice.

13. In order to be entitled to participate in the Net Settlement Fund, in the event the Settlement is effected in accordance with the terms and conditions set forth in the Stipulation, each U.S. Class Member shall take the following actions and be subject to the following conditions:

(a) A properly executed Proof of Claim (the "Proof of Claim"), substantially in the form annexed hereto as Tab 2, must be submitted to the Claims Administrator, at the Post Office Box indicated in the Notice, postmarked not later than one hundred and twenty (120) calendar days from the Notice Date. Such deadline may be further extended by court order. Each Proof of Claim shall be deemed to have been submitted when postmarked (if properly addressed and mailed by first-class mail, postage prepaid). Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received at the address designated in the Notice. Lead Plaintiffs' Counsel may direct the Claims Administrator to accept late claims if it will not materially delay distribution of the Net Settlement Fund.

(b) The Proof of Claim submitted by each U.S. Class Member must satisfy the following conditions: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator; (iii) if the person executing the Proof of Claim is acting in a representative capacity, a certification of his current authority to act on behalf of the U.S. Class Member must be included in the Proof of Claim; and (iv) the Proof of Claim must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

(c) As part of the Proof of Claim, each U.S. Class Member shall submit to the jurisdiction of this Court solely with respect to the claim submitted and shall (subject to effectuation of the Settlement) release all Settled Claims as against the Released Parties provided in the Stipulation.

14. U.S. Class Members shall be bound by all determinations and judgments in the U.S. Action, whether favorable or unfavorable, unless such persons request exclusion from the U.S. Class in a timely and proper manner, as hereinafter provided. A putative U.S. Class Member wishing to make such request shall mail the request to the Claims Administrator by first-class mail postmarked no later than sixty (60) calendar days after the Notice Date to the address designated in the Notice. Such request for exclusion shall clearly indicate the name, address and telephone number of the person seeking exclusion, that the sender requests to be excluded from the U.S. Class, and must be signed by such person. Such persons requesting exclusion are also directed to state: the date(s),

price(s) and number(s) of all securities of SunOpta they purchased, acquired or sold during the Class Period and the stock exchange on which such securities were purchased. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court. Putative U.S. Class Members requesting exclusion from the U.S. Class shall not be entitled to receive any payment out of the Net Settlement Fund as described in the Stipulation and Notice.

15. All U.S. Class Members shall be bound by all determinations and judgments in the U.S. Action concerning the Settlement, including, but not limited to, the release provided for therein, whether favorable or unfavorable to the U.S. Class.

16. Objections to the Settlement, the Plan of Allocation, or the application by U.S. Lead Plaintiffs' Counsel for an award of attorneys' fees and expenses and any supporting papers shall be filed with the Court on or before sixty (60) calendar days after the Notice Date, and also delivered to U.S. Lead Plaintiffs' Counsel and SunOpta's Counsel by that same date at the addresses identified in the Notice. Attendance at the hearing is not necessary; however, any persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the request by U.S. Lead Plaintiffs' Counsel for attorneys' fees and expenses are required to indicate in their written objection their intention to appear at the hearing. U.S. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

17. Any U.S. Class Member who does not object to the Settlement and/or the Plan of Allocation, and any U.S. Class Member who does not object to U.S. Lead Plaintiffs' Counsel's application for an award of attorneys' fees and expenses in the manner prescribed in the Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, adequacy or reasonableness of the proposed Settlement, this Order and the Final

Judgment to be entered approving the Settlement, the Plan of Allocation and/or the application by U.S. Lead Plaintiffs' Counsel for an award of attorneys' fees and expenses.

18. Pending final determination of whether the Settlement should be approved, the U.S. Lead Plaintiffs, all U.S. Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence or prosecute any action that asserts Settled Claims against any Released Party. The foregoing shall not be interpreted to apply to proceedings in respect of the seeking of approval of the Settlement in the Ontario Superior Court of Justice.

19. Any U.S. Class Member may enter an appearance in the U.S. Action, at their own expense, individually or through counsel of their own choice. If they do not enter an appearance, they will be represented by U.S. Lead Plaintiffs' Counsel.

20. All proceedings in the U.S. Action are stayed until further order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Stipulation. Pending final determination of whether the Settlement should be approved, neither the U.S. Lead Plaintiffs nor any U.S. Class Member, either directly, representatively, or in any other capacity shall commence or prosecute against any of the Released Persons any action or proceeding in any court or tribunal asserting any of the Settled Claims.

21. The passage of title and ownership of the Gross Settlement Fund to the Escrow Agent in accordance with the terms and obligations of the Stipulation is approved. No person who is not a U.S. Class Member, U.S. Lead Plaintiffs' Counsel, Canadian Class Member or Canadian Class Counsel shall have any right to any portion of, or in the distribution of, the Gross Settlement Fund unless otherwise ordered by the Courts or otherwise provided in the Stipulation.

22. All funds held by the Escrow Agent shall remain subject to the jurisdiction of the Courts until such time as such funds shall be distributed pursuant to the Stipulation the Plan of Allocation and/or further orders of the Courts.

23. As provided in the Stipulation, the Escrow Agent may pay the Claims Administrator out of the Gross Settlement Fund the reasonable fees and costs associated with giving notice to the Class, the review of claims and the administration of the Settlement without further order of the Court. In the event the Settlement is not approved by the Courts, or otherwise fails to become effective, neither the U.S. Lead Plaintiffs nor U.S. Lead Plaintiffs' Counsel shall have any obligation to repay to Defendants the reasonable and actual costs of class notice and administrations.

24. If (a) the Settlement is terminated by SunOpta pursuant to ¶42 of the Stipulation; or (b) any specified condition to the Settlement set forth in the Stipulation is not satisfied and U.S. Lead Plaintiffs' Counsel, Canadian Representative Plaintiffs' Counsel or SunOpta elect to terminate the Settlement as provided in ¶41 of the Stipulation, then, in any such event, the terms of ¶¶44 and 45 of the Stipulation shall apply, and this Order certifying the U.S. Class and the Class Representatives for purposes of the Settlement shall be null and void, of no further force or effect, and without prejudice to any party, and may not be introduced as evidence or referred to in any actions or proceedings by any person or entity, and each party shall be restored to his, her or its respective position as it existed immediately prior to the execution of the Stipulation.

25. The Court retains jurisdiction over the U.S. Action to consider all further matters arising out of or connected with the Settlement.

Dated: New York, New York  
\_\_\_\_\_, 2009

\_\_\_\_\_  
HONORABLE PAUL A. CROTTY  
UNITED STATES DISTRICT JUDGE

**EXHIBIT “E”**

**U.S. JUDGMENT**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

_____	X	
In re SUNOPTA INC. SECURITIES	:	Master File No. 1:08-cv-00933-PAC
LITIGATION	:	
_____	:	<u>CLASS ACTION</u>
This Document Relates To:	:	
	:	ORDER AND FINAL JUDGMENT
ALL ACTIONS.	:	
_____	X	

On the \_\_\_ day of \_\_\_\_\_, 2009, a hearing having been held before this Court to determine: (1) whether the terms and conditions of the Stipulation and Settlement Agreement dated September 23, 2009 (the “Stipulation”) are fair, reasonable and adequate for the settlement of all claims asserted by the U.S. Class against the defendants in the Complaint now pending in this Court under the above caption (the “Action”), including the release of the Released Parties, and should be approved; (2) whether judgment should be entered dismissing the Complaint on the merits and with prejudice in favor of the defendants herein and as against all persons or entities who are members of the U.S. Class herein who have not timely and validly requested exclusion therefrom; (3) whether to approve the Plan of Allocation as a fair and reasonable method to allocate the settlement proceeds among the members of the U.S. Class; and (4) whether and in what amount to award U.S. Lead Plaintiffs’ Counsel fees and expenses. The Court having considered all matters submitted to it at the hearing and otherwise; and it appearing that a notice of the hearing substantially in the form

approved by the Court was mailed to all individuals and entities, reasonably identifiable, who purchased securities of SunOpta Inc. (“SunOpta”) during the period between February 3, 2007 and January 27, 2008, inclusive (the “Class Period”), other than members of the Canadian Class and Excluded Persons, as shown by the records of SunOpta’s transfer agent and the records compiled by the Claims Administrator in connection with its mailing of the Notice, at the respective addresses set forth in such records, and that a summary notice of the hearing substantially in the form approved by the Court was published pursuant to the Preliminary Approval Order as set forth in the Affidavit of \_\_\_\_\_; and the Court having considered and determined the fairness and reasonableness of the award of attorneys’ fees and expenses requested by U.S. Lead Plaintiffs’ Counsel; and all capitalized terms used herein having the meanings set forth and defined in the Stipulation.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of this Action, the U.S. Lead Plaintiffs, all U.S. Class Members, and Defendants.

2. The Court finds that the prerequisites for a class action under Federal Rules of Civil Procedure 23(a) and (b)(3) have been satisfied in that: (a) the number of U.S. Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the U.S. Class; (c) the claims of the U.S. Lead Plaintiffs are typical of the claims of the U.S. Class they seek to represent; (d) the U.S. Lead Plaintiffs have and will fairly and adequately represent the interests of the U.S. Class; (e) the questions of law and fact common to the members of the U.S. Class predominate over any questions affecting only individual U.S. Class Members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure and for purposes of the Settlement, this Court hereby finally certifies this action as a class action on behalf of all individuals and entities who purchased or otherwise acquired securities of SunOpta between February 23, 2007 and January 27, 2008, inclusive, other than members of the Canadian Class and Excluded Persons. Included within the definition of Excluded Persons and excluded from the U.S. Class are the individuals and/or entities who have requested exclusion from the U.S. Class by filing a timely and valid request for exclusion as listed on Exhibit 1 annexed hereto.

4. Notice of the pendency of this Action as a class action and of the proposed Settlement was given to all U.S. Class Members who could be identified with reasonable effort. The form and method of notifying the U.S. Class of the pendency of this Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. §78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995 (the “PSLRA”), Rule 23.1 of the Local Rules of the Southern and Eastern Districts of New York, due process, and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all individuals and entities entitled thereto.

5. The Settlement is approved as fair, reasonable and adequate, and in the best interests of the U.S. Class. Subject to the terms and provisions of the Stipulation and the conditions therein being satisfied, the parties are directed to consummate the Settlement.

6. The Complaint is hereby dismissed in its entirety with prejudice and without costs, except as provided in the Stipulation, as against the U.S. Defendants.

7. U.S. Lead Plaintiffs and each U.S. Class Member, whether or not such U.S. Class Member executes and delivers a Proof of Claim, on behalf of themselves, their personal



representatives, agents, heirs, executors, administrators, trustees, beneficiaries, current and former plan members and contributors, successors, assigns, and any person they represent in relation to SunOpta securities purchased or otherwise acquired during the Class Period or in relation to the Settled Claims (all of the foregoing persons and entities are collectively referred to as the “U.S. Class Releasers”), are hereby permanently barred and enjoined from instituting, commencing or prosecuting any Settled Claims against any of the Released Parties.

8. Upon the Effective Date, the U.S. Class Releasers have fully, finally, and forever released, relinquished, and discharged all Settled Claims against the Released Parties, and the U.S. Class Releasers are bound by this judgment including, without limitation, the release of claims as set forth in the Stipulation. The Settled Claims are hereby compromised, settled, released, discharged, and dismissed as against the Released Parties on the merits and with prejudice by virtue of the proceedings herein and this Order and Final Judgment.

9. Upon the Effective Date, the Defendants and Proposed Individual Defendants and the successors and assigns of any of them, are hereby permanently barred and enjoined from instituting, commencing or prosecuting any Settled Defendants’ Claims. Upon the Effective Date, the Settled Defendants’ Claims of the Defendants and Proposed Individual Defendants are hereby compromised, settled, released, discharged, and dismissed on the merits and with prejudice by virtue of the proceedings herein and this Order and Final Judgment. In the event that any of the Defendants or Proposed Individual Defendants asserts against the U.S. Lead Plaintiffs, any U.S. Class Member or their respective counsel, any claim that is a Settled Defendants’ Claim, then U.S. Lead Plaintiffs, such U.S. Class Member or counsel shall be entitled to use and assert such factual matters included within the Settled Claims only against such person in defense of such Settled Defendants’ Claim but not for the purposes of asserting any claim against any other Released Party.

10. Pursuant to the PSLRA, the Released Parties are hereby discharged from all claims for contribution by any person or entity other than by the Released Parties, whether arising under state, provincial, federal or common law, based upon, arising out of, relating to, or in connection with the Settled Claims of the U.S. Class or any U.S. Class Member. Accordingly, to the full extent provided by the PSLRA, the Court hereby bars all claims for contribution against the Released Parties by any person or entity other than the Released Parties.

11. Neither this Order and Final Judgment, the Stipulation, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, shall be:

(a) offered or received against the Released Parties as evidence of or construed as or deemed to be evidence of any presumption, concession or admission by any of the Released Parties with respect to the truth of any fact alleged by any of the plaintiffs or the validity of any claim that has been or could have been asserted in this Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in this Action or in any litigation, or of any liability, negligence, fault, or wrongdoing of the Released Parties;

(b) offered or received against the Released Parties as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any of the Released Parties;

(c) offered or received against the Released Parties as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the Released Parties, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate

the provisions of the Stipulation; provided, however, that the Released Parties may refer to it to effectuate the liability protection granted them hereunder;

(d) construed against the Released Parties as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; or

(e) construed as or received in evidence as an admission, concession or presumption against U.S. Lead Plaintiffs or any of the U.S. Class Members that any of their claims are without merit, or that any defenses asserted by the Released Parties have any merit, or that damages recoverable under the Complaint would not have exceeded the Gross Settlement Fund.

12. The Plan of Allocation is approved as fair and reasonable, and Plaintiffs' Counsel and the Claims Administrator are directed to administer the Stipulation in accordance with its terms and provisions.

13. The Court finds and concludes, pursuant to Section 21D(c)(1) of the Securities Exchange Act of 1934, as amended by PSLRA, 15 U.S.C. §78u-4(c)(1), that the U.S. Lead Plaintiffs, U.S. Lead Plaintiffs' Counsel, Defendants and counsel to the Defendants have complied with each requirement of Rule 11(b) of the Federal Rules of Civil Procedure as to any Complaint, responsive pleading or dispositive motion.

14. U.S. Lead Plaintiffs' Counsel in this Action are hereby awarded attorneys' fees in the amount of \_\_\_\_% of the Gross Settlement Fund, which amount the Court finds to be fair and reasonable. U.S. Lead Plaintiffs' Counsel are hereby awarded \$\_\_\_\_\_ in expenses, which expenses shall be paid to U.S. Lead Plaintiffs' Counsel from the Gross Settlement Fund. The attorneys' fees and expenses shall be paid to U.S. Lead Plaintiffs' Counsel from the Gross Settlement Fund with interest from the date such Gross Settlement Fund was funded to the date paid

at the same net rate that the Gross Settlement Fund earned. The awarded fees and expenses, and interest earned thereon, shall be paid to U.S. Lead Plaintiffs' Counsel immediately after this Judgment is executed, subject to the terms, conditions and obligations of the Stipulation, and in particular, paragraphs 13, 17 and 19 thereof, which terms and conditions are incorporated herein. The award of attorneys' fees shall be allocated among U.S. Lead Plaintiffs' Counsel in a fashion which, in the opinion of U.S. Lead Plaintiffs' Counsel, fairly compensates such counsel for their respective contributions in the prosecution and settlement of this Action.

15. The fees and expenses of Canadian Class Counsel in the Canadian Action, as determined by the Ontario Superior Court of Justice, shall also be paid from the Gross Settlement Fund.

16. In making this award of attorneys' fees and expenses to be paid from the Gross Settlement Fund, the Court has considered and found that:

(a) the Settlement has created a cash fund of US \$11,250,000 that is already on deposit earning interest;

(b) Over \_\_\_\_\_ copies of the Notice were disseminated to putative U.S. Class Members indicating that U.S. Lead Plaintiffs' Counsel were moving for attorneys' fees in the amount of up to \_\_\_% of the Gross Settlement Fund and litigation expenses awarded by the Court, and \_\_\_ objections were filed against the terms of the proposed Settlement or the ceiling on the fees and expenses requested by U.S. Lead Plaintiffs' Counsel contained in the Notice;

(c) The action involves complex factual and legal issues and, in the absence of a settlement, would involve further lengthy proceedings with uncertain resolution of the complex factual and legal issues;

(d) Had U.S. Lead Plaintiffs' Counsel not achieved the Settlement there would remain a significant risk that U.S. Lead Plaintiffs and the Class may have recovered less or nothing from the Defendants;

(e) U.S. Lead Plaintiffs' Counsel have devoted over \_\_\_\_\_ hours, with a lodestar value of \$\_\_\_\_\_, to achieve the Settlement;

(f) The amount of attorneys' fees and expenses awarded from the Gross Settlement Fund are fair and reasonable and consistent with awards to similar cases; and

(g) The Court finds that the amount of fees awarded is fair and reasonable under the "percentage of recovery" method.

17. Any appeal or any challenge affecting the approval of (a) the Plan of Allocation submitted by U.S. Lead Plaintiffs' Counsel and/or (b) this Court's approval regarding any attorneys' fees and expense application shall in no way disturb or affect the finality of the other provisions of this Final Judgment nor the Effective Date of the Settlement.

18. Jurisdiction is hereby retained over Defendants, the U.S. Lead Plaintiffs and the U.S. Class Members for all matters relating to this Action, including the administration, interpretation, effectuation or enforcement of the Stipulation and this Order and Final Judgment, and including any application for fees and expenses incurred in connection with administering and distributing the settlement proceeds to the members of the U.S. Class.

19. In the event that the Settlement does not become Effective in accordance with the terms of the Stipulation, or is terminated pursuant to paragraphs 41 or 42 of the Stipulation, paragraphs 44 and 45 of the Stipulation shall apply and this judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated and may not be introduced as evidence or reflected in any action or proceedings by any person or entity, and each

party shall be restored to his, her or its respective position as it existed immediately prior to the execution of the Stipulation.

20. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

21. There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is expressly directed.

Dated: New York, New York  
\_\_\_\_\_, 2009

\_\_\_\_\_  
HONORABLE PAUL A. CROTTY  
UNITED STATES DISTRICT JUDGE

## EXHIBIT “F”

### SUNOPTA: CORPORATE GOVERNANCE ENHANCEMENTS

A. Following the Effective Date, SunOpta Inc. (“SunOpta”) has agreed to implement the following amendments to its Audit Committee Charter:

1. SunOpta will amend section 4.3 of its Audit Committee Charter as follows to make explicit the practice of the Audit Committee that it shall have an understanding of the Company’s internal controls over financial reporting (amendments underlined):

4.3 Gain an understanding annually through senior management, internal auditors and/or external auditors of the Company’s current internal controls over financial reporting and whether internal control recommendations made by internal and external auditors have been implemented by management.

2. SunOpta will amend sections 4.21 and 4.26 under “Internal Control” of its Audit Committee Charter as follows to explicitly provide for oversight by the Audit Committee of timely rectification of internal control issues (amendments underlined):

4.21 Ensure that management responds to recommendations by the internal auditors in a timely manner.

...

4.28 Ensure that management responds to recommendations by the external auditors in a timely manner.

3. SunOpta will amend its Audit Committee Charter as follows to explicitly include among the Audit Committee’s responsibilities, reporting annually to the Board of Directors on internal controls:

4.43 Review annually with the Board the Company’s current internal controls over financial reporting and report on the results of the audit performed by the external auditors on the effectiveness of those internal controls as part of the external auditors’ integrated audit for the Company’s annual financial statements for the fiscal year end, including the identification of any material weaknesses or significant deficiencies in internal controls.

4. SunOpta will amend its Audit Committee Charter as follows to provide for its Chief Financial Officer to review annually with the Audit Committee the Company’s key accounting policies (amendments underlined):

4.6 Review annually with the Chief Financial Officer the Company’s key accounting policies, and review significant accounting and reporting issues, including recent professional

and regulatory pronouncements, and understand their impact on the financial statements.

5. SunOpta will amend its Audit Committee Charter as follows to provide for quarterly reports to the Audit Committee on any concerns communicated by employees to the Company's existing Confidence Line (or successor program) concerning internal controls and financial reporting:

4.1 Evaluate whether management is setting the appropriate "control culture" by communicating the importance of internal control and the management of risk and ensuring that all employees have an understanding of their roles and responsibilities. The Audit Committee shall receive quarterly reports on any concerns communicated by employees to the Company's Confidence Line (or successor program) concerning internal controls and financial accounting.

6. SunOpta will amend its Audit Committee under the "General" subsection of "Financial Reporting" as follows to require an annual review by the Audit Committee with the Company's Chief Financial Officer of the staffing and qualifications of the Company's finance organization:

Review at least annually with the CFO the staffing and qualifications of the Company's finance organization to ensure the finance organization is staffed to enable the Company to prepare financial results in accordance with GAAP.

B. SunOpta's Board of Directors and Audit Committee will pass a resolution adopting and affirming the current Audit Committee Charter with the above noted amendments.

C. Following the Effective Date, SunOpta will amend its Internal Audit Charter as follows to make it explicit that the annual Internal Audit Plan shall include a review of the Company's internal controls over financial reports (amendments underlined):

**Scope and Responsibilities**

The scope of internal audit work includes a review of risk management procedures, internal control systems, information systems and governance processes ... To fulfil its responsibilities, Internal Audit shall: ...

Review annually the effectiveness of the Company's internal controls over financial reporting

...

**Accountability**

Internal Audit shall prepare ... an annual audit plan. The plan is based on a risk model that identifies business risks. The annual audit plan shall also include a review of the effectiveness of the Company's internal controls over financial reporting. The plan shall provide information



about the risk assessment, the current order of priority of audit projects and how they are to be carried out ...”

D. Following the Effective Date, SunOpta will adopt an Information Technology Conversion Policy which would provide for continued operation of legacy system until its Director of Information Technology (or a person holding a successor, comparable position) has completed (or caused to be completed under his/her supervision) successful testing as to the reliability and efficacy of the system intended to replace the legacy system.



WHEREAS the Parties desire to amend the Stipulation and Settlement Agreement into which they entered as of September 23, 2009 (the "Stipulation");

NOW, AND THEREFORE, IT IS HEREBY AGREED by and among the Parties, by and through their respective counsel of record that the Stipulation be amended as follows:


A. The Plan of Notice attached hereto as **Schedule "A"** shall replace in its entirety the Plan of Notice attached as Exhibit "G" to the Stipulation;

B. This amendment 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;

C. All counsel and any other person executing this amendment, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the amendment to effectuate its terms.

**IN WITNESS WHEREOF**, the parties hereto have caused this amendment to be executed, by their duly authorized counsel, dated as of November 2, 2009.

COUGHLIN STOIA GELLER RUDMAN & ROBBINS LLP  
Samuel H. Rudman  
David A. Rosenfeld  
Mario Alba, Jr.

  
FOR: SAMUEL H. RUDMAN

MONIQUE RADLEIN

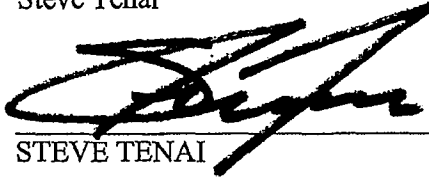
U.S. Lead Counsel for U.S. Lead Plaintiffs

SISKINDS LLP  
A. Dimitri Lascaris  
Michael Robb

  
MICHAEL ROBB

Lawyers for John O'Neil

OGILVY RENAULT LLP  
Steve Tenai



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STEVE TENAI

Lawyers for SunOpta, Inc. in the Canadian Action

JONES DAY  
Michael J. McConnell  
William J. Hine

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MICHAEL J. McCONNELL

Attorneys for SunOpta Inc., Organic Ingredients, Inc., Cleugh's  
Frozen Foods, Inc., Pacific Fruit Processors, Inc., Stephen R.  
Bronfman, Jeremy Kendall, Christopher Snowden, Joseph Riz  
and Sergio Varela

OSLER HOSKIN HARCOURT LLP  
Larry Lowenstein  
Allan Coleman

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Lawyers for Steven Bromley and John Dietrich in the Canadian  
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Action

OGILVY RENAULT LLP  
Steve Tenai

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STEVE TENAI

Lawyers for SunOpta, Inc. in the Canadian Action

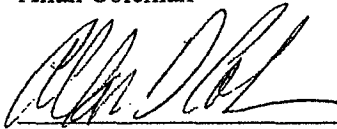
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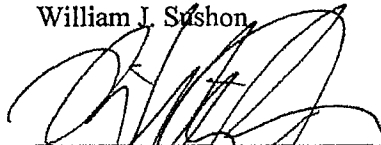


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ALLAN COLEMAN

Lawyers for Steven Bromley and John Dietrich in the Canadian  
Action

O'MELVENY & MYERS LLP  
William J. Sushon



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WILLIAM J. SUSHON

Attorneys for Steven Bromley and John Dietrich in the U.S.  
Action

## **SCHEDULE "A"**

## EXHIBIT “G”

### PLAN OF NOTICE

Capitalised terms used in this Plan of Notice have the meanings ascribed to them in the Stipulation and Settlement Agreement.

#### **PART 1 – NOTICE OF CERTIFICATION & SETTLEMENT APPROVAL MOTIONS**

*Subject to such alternative or additional direction by the Courts, the Pre-Approval Notice will be disseminated as follows:*

##### **Internet Publication**

The long-form Pre-Approval Notice will be posted, in both the English and French languages, on (i) [www.classaction.ca](http://www.classaction.ca); (ii) [www.csgr.com](http://www.csgr.com); (iii) [www.sunopta.com](http://www.sunopta.com); and (iv) on the website to be established by the Claims Administrator to assist the administration of the Settlement.

##### **National Publication of the Pre-Approval Notice in Canada and the United States**

Publication of the short-form Pre-Approval Notice, which notice will be at least a 1/8 page in size, will occur no later than fourteen (14) calendar days following the issuance of the last Pre-Approval Order, and in any event no later than one hundred twenty (120) calendar days prior to the deadline for the filing of Proof of Claim forms.

In Canada, such publication will be made in the English language in the national editions of the *National Post* and *Globe and Mail* and in the French language in *La Presse*. The English and French language versions of short-form Pre-Approval Notice will also be issued across *Marketwire*, a major business newswire in Canada.

In the U.S., such publication will be made in the English language only in the national edition of *Investor's Business Daily*, and by issuance of the short-form Pre-Approval Notice across *Business Wire*, a major national business newswire in the U.S.

##### **Individual Notice**

Within fourteen (14) calendar days of the issuance of the last Pre-Approval Order,

1. The Claims Administrator shall mail the long-form Pre-Approval Notice to the last known addresses of all individuals and entities identified from SunOpta's transfer records as provided to the Claims Administrator by SunOpta pursuant to ¶15 of the Stipulation;
2. The Claims Administrator, will send the long-form Pre-Approval Notice to all brokerage firms in Canada and the United States requesting that the brokerage firms either send a copy of the long-form Pre-Approval Notice and the Proof of Claim form by first class mail to all individuals and entities identified by the brokerage firms as having a beneficial interest in the securities of SunOpta purchased or otherwise acquired during the Class Period, or to send the names and addresses of all such individuals and entities to the Claims Administrator who shall mail the long-form Pre-Approval Notice and the Proof of Claim to the individuals and entities so identified
3. Canadian Class Counsel and U.S. Lead Plaintiffs' Counsel shall mail or email the long-form Pre-Approval Notice to those individuals and entities who have contacted them regarding this litigation and have provided Canadian Class Counsel and/or U.S. Lead Plaintiffs' Counsel with their contact information.



Additionally, both Canadian Class Counsel and U.S. Lead Plaintiffs' Counsel will make a toll free number and email address available to the public that will enable Class Members to obtain more information about the Settlement, the claims, opt-out and objection processes, and to request that a copy of the long-form Pre-Approval Notice be sent to them directly. The Claims Administrator will directly mail or email the long-form Pre-Approval Notice and/or Proof of Claim form to any Class Member who contacts them and requests same. Additionally, the public may view, or obtain copies of, the Stipulation, the long-form Pre-Approval Notice and Proof of Claim form at the Claims Administrator's website.

## **PART – 2: APPROVAL NOTICE**

Within 48 hours after the issuance by the Courts of any order granting or refusing to approve the Settlement, such orders will be posted on the websites of Canadian Class Counsel at [www.classaction.ca](http://www.classaction.ca), U.S. Lead Plaintiffs' Counsel at [www.csgr.com](http://www.csgr.com), SunOpta at [www.sunopta.com](http://www.sunopta.com), and on the Claims Administrator's website. Such orders will also be sent directly to any person who requests it. Class Members will be made aware of the availability of those orders through the long-form Pre-Approval Notice.

**EXHIBIT "H"**

**SHORT-FORM NOTICE**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

_____	X	
In re SUNOPTA INC. SECURITIES	:	Master File No. 1:08-cv-00933-PAC
LITIGATION	:	
_____	:	
This Document Relates To:	:	
	:	
ALL ACTIONS.	:	
_____	X	

Court File No. 57453CP

*ONTARIO*  
SUPERIOR COURT OF JUSTICE

B E T W E E N:

JOHN O'NEIL

Plaintiff

– and –

SUNOPTA, INC., STEVEN R. BROMLEY and JOHN H. DIETRICH

Defendants

Proceeding under the *Class Proceedings Act*, 1992

SUMMARY NOTICE OF PENDENCY AND CERTIFICATION OF CLASS ACTIONS,  
PROPOSED SETTLEMENT AND SETTLEMENT APPROVAL/FAIRNESS HEARINGS

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED SUNOPTA INC. SECURITIES BETWEEN FEBRUARY 23, 2007 AND JANUARY 27, 2008, INCLUSIVE (THE “CLASS PERIOD”), OTHER THAN EXCLUDED PERSONS (THE “CLASS”).

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY A PROPOSED SETTLEMENT OF THESE LAWSUITS.

This Summary Notice relates to the following actions: *O’Neil v. SunOpta Inc. et al.*, Court File No. 57453CP (the “Canadian Action”), in the Ontario Superior Court of Justice (the “Ontario Court”); and *In re SunOpta Inc. Securities Litigation*, Master File No. 1:08-cv-00933-PAC (the “U.S. Action” and, together with the Canadian Action, the “Actions”), in the United States District Court for the Southern District of New York (the “U.S. Court”).

### **PROPOSED SETTLEMENT**

The parties to the Actions have agreed to settle the Actions on behalf of the Class for US\$11,250,000 plus accrued interest, plus the agreement by SunOpta to adopt corporate governance enhancements, including amendments to its Audit Committee Charter and Internal Audit Charter with respect to, among other things, internal controls over financial reporting, and to adopt an Information Technology Conversion Policy (the “Settlement”). The Settlement will constitute a full and final resolution of all claims and causes of action raised, or which could have been raised, in the Actions (including known and unknown claims related to the facts referred to in the Actions) by Class Members against the Defendants and others, as provided in the Stipulation and Settlement Agreement dated September 23, 2009 (the “Stipulation”). A copy of the Stipulation may be reviewed at \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, or obtained by mail from the Claims Administrator by writing to the addresses listed below.

For purposes of the Settlement only, the U.S. Court and the Ontario Court have respectively certified the U.S. Action and the Canadian Action as class actions. The Class described above represents the combined classes certified by the Courts for the purpose of this Settlement only. The

class certified by the Ontario Court consists of all individuals or entities, other than specified excluded persons who purchased or otherwise acquired securities of SunOpta during the Class Period and either: (i) were Canadian residents at the time of such purchase or acquisition; or (ii) purchased or acquired such SunOpta securities over the Toronto Stock Exchange (the “Canadian Class”). The Class certified by the U.S. Court is comprised of all individuals and entities who purchased or otherwise acquired securities of SunOpta during the Class Period other than specified excluded persons and members of the Canadian Class (the “U.S. Class”). Persons specifically excluded from the Class are identified in the Stipulation and in the Notice of Pendency and Certification of Class Actions, Proposed Settlement and Settlement Approval/Fairness Hearings (the “Long Form Notice”), which you can obtain by following the instructions at the end of this notice.

#### **NOTICE OF SETTLEMENT HEARINGS & MOTIONS FOR FEES**

The Settlement is contingent on approval of both of the Courts. The U.S. Court will hold a hearing on \_\_\_\_\_, in Courtroom \_\_ of the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007, before the Honorable Paul Crotty, United States District Judge in respect of the U.S. Class. The Ontario Court will hold a hearing on \_\_\_\_\_, at \_\_\_ in the Ontario Superior Court of Justice, 80 Dundas Street, London, Ontario N6A 6B3 before the Honourable Justice Tausendfreund in respect of the Canadian Class.

Each hearing will be for the purpose of determining: (1) whether the Settlement should be approved as fair, reasonable and adequate and in the best interests of the respective Class Members; (2) whether, thereafter, the Actions should be dismissed with prejudice against the Defendants; and (3) whether the proposed plan of allocation of the net settlement proceeds is fair and reasonable and should be approved. Concurrently, Canadian Class Counsel and U.S. Lead Plaintiffs’ Counsel (both defined below) will apply to the respective Courts for awards of legal fees and expenses incurred in

connection with the Actions. The Courts expressly reserve the right to adjourn the hearings from time to time without any further written notice to the Class.

Full instructions concerning your rights to participate in the Settlement or to object to the approval of the Settlement, the proposed Plan of Allocation of the settlement money and/or to the fees and expenses sought by class counsel are contained in Long Form Notice. Objections should be sent to counsel (and for members of the U.S. Class only, to the U.S. Court as well) in the manner described in the Long Form Notice, and must be post-marked no later than \_\_\_\_\_, to be effective.

### **OPTING OUT**

If you are a member of the Class described above, your rights will be affected by the Settlement, if approved, and you will be bound by the terms of any Court order concerning the Actions, including releases of certain claims against the Defendants and others, unless you take steps to exclude yourself from the applicable class in the Canadian Action or the U.S. Action. If you wish to exclude yourself, you must mail a letter to the Claims Administrator stating you want to be excluded from your class in the manner described in the Long Form Notice. The letter must include your name, address, telephone number and signature and identify the number(s) of all of the securities of SunOpta you purchased or otherwise acquired during the Class Period, the stock exchange on which such securities were purchased, the number of SunOpta securities sold during this period, if any, and the dates of such purchases and sales. Requests for exclusion, to be effective, must be post-marked no later than \_\_\_\_\_.

### **REQUIRED PROOF OF CLAIM TO SHARE IN SETTLEMENT**

In order to be eligible for a distribution pursuant to the Settlement, if approved by the Courts, you must submit a Proof of Claim form to the Claims Administrator in the manner described in the Long Form Notice post-marked no later than \_\_\_\_\_, 2010. If you do not return a signed and

properly completed Proof of Claim form, you will still be bound by any judgment of the applicable Court even though you will not share in the Settlement money. Proof of Claim forms may be obtained as described below.

**FOR MORE INFORMATION**

This notice provides only a summary of matters concerning the Actions and the proposed Settlement. The Long Form Notice and Proof of Claim, which have been mailed to Class Members, contain additional important information regarding the Settlement and related matters affecting Class Members' rights. If you have not yet received these materials you may obtain copies free of charge by contacting *SunOpta Securities Litigation*, c/o \_\_\_\_\_, Claims Administrator, at:

Canadian Address

U.S. Address

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Website address: www.\_\_\_\_\_ and toll-free 1-\_\_\_\_\_.

Inquiries, other than requests for the Long Form Notice and Proof of Claim form, may be made to: *Canadian Class Counsel*: Michael G. Robb, Siskinds LLP, 680 Waterloo Street, London, ON N6A 3V8, (800) 461-6166 ext. 2380, www.siskinds.com; *U.S. Lead Plaintiffs' Counsel*: Samuel H. Rudman, Esq., Coughlin Stoia Geller Rudman & Robbins LLP, 58 South Service Road, Suite 200, Melville, NY 11747, (800) 449-4900, www.csgr.com.

Employees of the Courts cannot answer questions about the Actions. Please direct all questions to the Claims Administrator or Canadian Class Counsel or U.S. Lead Plaintiffs' Counsel.

DATED: \_\_\_\_\_, 2009

BY ORDER OF THE ONTARIO SUPERIOR  
COURT OF JUSTICE AND BY ORDER OF THE  
UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF NEW YORK

**EXHIBIT "I"**

**LONG FORM NOTICE**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

_____	X	
In re SUNOPTA INC. SECURITIES	:	Master File No. 1:08-cv-00933-PAC
LITIGATION	:	
_____	:	
This Document Relates To:	:	
	:	
ALL ACTIONS.	:	
_____	X	

Court File No. 57453CP

*ONTARIO*  
SUPERIOR COURT OF JUSTICE

B E T W E E N:

JOHN O'NEIL

Plaintiff

– and –

SUNOPTA, INC., STEVEN R. BROMLEY and JOHN H. DIETRICH

Defendants

Proceeding under the *Class Proceedings Act*, 1992

NOTICE OF PENDENCY AND CERTIFICATION OF CLASS ACTIONS, PROPOSED  
SETTLEMENT AND SETTLEMENT APPROVAL/FAIRNESS HEARINGS

This Notice provides you with important information concerning the proposed settlement (the “Settlement”) of two class action lawsuits (the “Actions”) separately brought by John O’Neil in Canada and Western Washington Laborers-Employers Pension Trust and Operating Engineers Construction Industry and Miscellaneous Pension Fund (the “U.S. Lead Plaintiffs”) in the United States, on behalf of themselves and the classes described herein, against SunOpta Inc. (“SunOpta”), Organic Ingredients Inc., Cleugh’s Frozen Foods, Inc., Pacific Fruit Processors, Inc., Steven R. Bromley, John H. Dietrich, Stephen R. Bronfman, Jeremy Kendall, Christopher Snowden, Joseph Riz and Sergio Varela (collectively, the “Defendants”).

***IF YOU PURCHASED OR OTHERWISE ACQUIRED SUNOPTA SECURITIES BETWEEN FEBRUARY 23, 2007 AND JANUARY 27, 2008, INCLUSIVE, YOUR RIGHTS MAY BE AFFECTED BY THESE CLASS ACTIONS AND YOU MAY BE ENTITLED TO A PAYMENT FROM THIS PROPOSED CLASS ACTION SETTLEMENT.***

***This Notice was authorized and approved by the U.S. and Ontario courts in charge of the Actions. This is not a solicitation from a lawyer.***

- The Settlement described herein will provide a gross settlement fund of Eleven Million Two Hundred and Fifty Thousand United States Dollars (USD \$11,250,000), plus interest (the “Gross Settlement Fund”), for the benefit of investors who purchased or otherwise acquired securities of SunOpta between February 23, 2007 and January 27, 2008, inclusive (the “Class Period”) and the adoption by SunOpta of certain corporate governance enhancements.
- The Settlement resolves both Actions before the Ontario Superior Court of Justice (the “Ontario Court”) and the United States District Court for the Southern District of New York (the “U.S. Court”) against the Defendants alleging, among other things, false and misleading public statements concerning SunOpta and the issuance of materially false and misleading public statements in a Registration Statement and Prospectus issued in connection with a secondary stock offering in December 2007.
- The Settlement also includes full and final releases of known and unknown claims that are or could have been asserted in the Actions against the Defendants and others described herein (the “Released Parties”).
- In order to become effective, the Settlement must be approved by both Courts.
- Solely for purpose of implementing the Settlement, the Ontario Court has certified the Canadian Action as a class proceeding, and approved the form and method of



disseminating this Notice to members of the certified class. The Ontario Court will conduct a hearing to consider whether to finally approve the Settlement on \_\_\_\_\_. The class certified by the Ontario Court (the “Canadian Class”) is described below.

- Solely for purpose of implementing the Settlement, the U.S. Court has granted preliminary approval of the Settlement, and certified a class (the “U.S. Class”), and approved the form and method of disseminating this Notice to members of the U.S. Class. The U.S. Class will conduct a fairness hearing to consider whether to finally approve the Settlement on \_\_\_\_\_. The U.S. Class is described below.
- If the Settlement is not approved by both of the Courts and does not become effective for that reason or as otherwise provided under the Settlement, the certification of the Canadian Class and U.S. Class respectively by each of the Ontario Court and the U.S. Court will be set aside.
- **If the Courts approve the Settlement, your legal rights will be affected by this Settlement whether you act or do not act. Please read this Notice carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A PROOF OF CLAIM</b>	The only way to get a payment. A Proof of Claim form must be submitted by _____ to the Claims Administrator (defined below).
<b>EXCLUDE YOURSELF (Opt-out of the Canadian Class/U.S. Class)</b>	Get no payment. This is the only option that allows you to ever participate in another lawsuit against the Defendants and the other Released Parties relating to the Settled Claims (defined below). If you wish to exclude yourself, you must do so by _____.
<b>OBJECT</b>	Write to either the U.S. Lead Plaintiffs’ Counsel or to Canadian Class Counsel (defined below) (collectively, “Plaintiffs’ Counsel”) about why you do not like the Settlement, Plan of Allocation or Attorneys’ Fee Applications. Plaintiffs’ Counsel will file your objection with the appropriate court but if you are a U.S. Class member you should also send your objection directly to the U.S. Court. If you wish to object, you must do so by _____.
<b>GO TO THE COURT SETTLEMENT HEARINGS</b>	If you have submitted an objection, you may also ask to speak to the U.S. Court or the Ontario Court about your decision to object. You must provide notice of your desire to do so within

	your written objection by _____.
<b>DO NOTHING</b>	Get no payment. Give up rights to participate in any other lawsuit against the Defendants and the other Released Parties in respect of Settled Claims (defined below).

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- The Courts still have to decide whether to approve the Settlement. Payments will be made only if both Courts approve the Settlement and after any appeals are resolved and all Proof of Claim forms have been reviewed and processed. Please be patient.

### **SUMMARY NOTICE**

#### **Statement of Plaintiff Recovery:**

Pursuant to the Settlement, a Gross Settlement Fund consisting of Eleven Million Two Hundred and Fifty Thousand United States Dollars (USD \$11,250,000.00) in cash, plus interest thereon, has been established. Plaintiffs estimate that there were approximately \_\_ million SunOpta securities that traded on the Toronto Stock Exchange (“TSX”) and NASDAQ during the Class Period that may have been damaged. Plaintiffs estimate that the average recovery per damaged SunOpta security is approximately US \$0.\_\_ before deduction of Court-approved attorneys’ fees and expenses.

A Canadian Class Member’s and/or U.S. Class Member’s (“Class Member”) actual recovery under the Settlement will be a proportion of the Net Settlement Fund (as defined under Question 8 below) determined by that claimant’s recognized loss as compared to the total recognized losses of all Class Members who submit acceptable Proofs of Claim. Depending on the number of claims submitted, the number of securities purchased, the exchange on which those securities were purchased, and the timing of his, her or its purchases and sales (if any), an individual Class Member may receive more or less than this average amount. *See* the Plan of Allocation of the Net Settlement

Fund on page \_\_\_ of this Notice for more information about the determination of each Class Member's potential recovery under this Settlement.

**Statement of Potential Outcome of Case:**

The parties in both Actions vigorously disagree on all elements of liability and damages, and do not agree on the amount of damages per security that would be recoverable if the Plaintiffs were to have prevailed on each claim alleged in the two Actions. The Defendants in both Actions deny that they are liable to plaintiffs or to Class Members and deny that the Plaintiffs or Class Members have suffered any damages.

The issues on which the parties disagree include, among other things: (i) whether the Defendants made any materially false or misleading statements or otherwise failed to meet any disclosure obligations during the Class Period; (ii) whether any of the alleged materially false or misleading statements or omissions were made with the requisite level of intent or are otherwise actionable under the U.S. Securities Act of 1933 or Securities Exchange Act of 1934, the Ontario *Securities Act* or Canadian common law; (iii) whether members of the Canadian Class relied on the alleged misstatements in purchasing SunOpta securities during the Class Period; (iv) whether the various matters alleged in the Actions influenced the trading price of SunOpta securities at various times during the Class Period; (v) the extent to which other factors beyond those alleged in the Actions influenced the trading price of SunOpta securities at various times during the Class Period; and (vi) the appropriate model for determining whether the prices of SunOpta securities were artificially inflated during the Class Period by reason of the alleged materially false or misleading statements or omissions and the extent, if any, of such inflation.

**Statement of Attorneys'/Lawyers' Fees and Expenses Sought:**

Counsel for the Canadian Class in the Canadian Action ("Canadian Class Counsel") will ask the Ontario Court for an award of lawyers' fees not to exceed \_\_\_% of the Gross Settlement Fund,

plus interest on such fees, and an additional amount to be paid from the Gross Settlement Fund for reimbursement of expenses. Canadian Class Counsel will ask the Canadian Court for expenses incurred in connection with the prosecution of the Canadian Action in the approximate amount of CAD \$\_\_\_\_\_.

Counsel for the U.S. Class in the U.S. Action (“U.S. Lead Plaintiffs’ Counsel”) will ask the U.S. Court for an award of attorneys’ fees not to exceed \_\_\_% of the Gross Settlement Fund, and an additional amount to be paid from the Gross Settlement Fund for payment of expenses. U.S. Lead Plaintiffs’ Counsel will ask the U.S. Court for expenses incurred in connection with the prosecution of the U.S. Action not to exceed USD \$\_\_\_\_\_.

In the aggregate, the total amount of fees and expenses requested by Plaintiffs’ Counsel in the Actions will not exceed \_\_\_\_\_ percent (\_\_\_%) of the Gross Settlement Fund, plus expenses to Plaintiffs’ Counsel. These requested attorneys’/lawyers’ fees and expenses, if approved in full by the Courts, would amount to approximately USD \$\_\_\_\_\_.

The attorneys and lawyers representing the Plaintiffs and Class Members in both Actions state that they have expended considerable time and effort conducting the Actions on a contingent fee basis and have advanced the expenses of each of the Actions in the expectation that, if they were successful in obtaining a recovery for Class Members, they would be paid from such recovery. In this type of litigation, it is customary for the attorneys and lawyers representing Plaintiffs and Class Members to be awarded a percentage of the total recovery as their attorneys’/lawyers’ fees.

**Reasons for the Settlement:**

Based upon their investigation and evaluation of the facts and law relating to the claims asserted in the Actions, the Plaintiffs and Plaintiffs’ Counsel agreed to the Settlement after considering, among other things: (i) the substantial benefits to Class Members of the Settlement; (ii) the uncertainty of being able to prove the allegations asserted in the Actions; (iii) the attendant risks

of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation (including any appeals); (iv) the risk that the U.S. Court may grant a motion to dismiss the U.S. Action; (v) the risk that the Ontario Court may not grant leave to pursue claims under the Ontario *Securities Act*; (vi) the risk that one or both of the Actions would not be certified to proceed as a class action; (vii) the uncertainty, even if Plaintiffs were to establish liability at trial, inherent in the parties' competing theories of damages; (viii) their awareness of Defendants' likely positions on various liability and damages issues; (ix) the desirability of consummating the Settlement in order to provide certain and effective relief to Class Members without further delay; and (x) their belief that the Settlement is fair, reasonable and adequate, and in the best interests of all Class Members.

Defendants' reasons for entering into the Settlement are to bring to an end the substantial expense, burdens, risks and uncertainties associated with continued litigation; to finally put to rest the claims and the underlying matters raised in the Actions; and to avoid further expense and disruption of the management and operation of Defendants' business and affairs due to the prosecution and defense of the Actions. The Settlement shall not be construed as, and is not, an admission of any liability, wrongdoing or damages whatsoever by any of the Defendants.

**Further Information:**

Further information regarding the U.S. Action and this Notice may be obtained by contacting one of the U.S. Lead Plaintiffs' Counsel: Samuel H. Rudman, Coughlin Stoia Geller Rudman & Robbins LLP, 58 South Service Road, Suite 200, Melville, NY 11747, Toll-free telephone (800) 449-4900.

Further information regarding the Canadian Action and this Notice may be obtained by contacting Canadian Class Counsel: Michael G. Robb, Siskinds LLP, 680 Waterloo Street, P.O. Box

2520, London, Ontario N6A 3V8, Toll-free telephone (800) 461-6166, ext. 7872, or by visiting Canadian Class Counsel’s website at [www.classaction.ca](http://www.classaction.ca).

## **BASIC INFORMATION**

### **1. Why Did I Get This Notice Package?**

The U.S. Court and Ontario Court authorized this Notice to be sent to you because you or someone in your family may have purchased or otherwise acquired SunOpta securities between February 23, 2007 and January 27, 2008, inclusive. Such purchasers may be members of the respective classes certified by the U.S. and/or Ontario Courts in the Actions.

If this description applies to you or someone in your family, then you have a right to know about the Settlement of the Actions, and about all of your options, before the Courts decide whether to approve the Settlement. If the Courts approve the Settlement, and after any appeals are resolved in favor of approval of the Settlement, an administrator appointed by the Courts (the “Claims Administrator”) will make the payments that the Settlement allows.

This Notice explains the Actions and classes certified for settlement purposes therein, the Settlement, Class Members’ legal rights, what benefits are available, who is eligible for them, and how to get them.

The Courts in charge of the Actions and consideration of whether the Settlement should be approved are as follows:

<b>Court (Address)</b>	<b>Action</b>
Ontario Superior Court of Justice 80 Dundas Street London, ON N6A 6B3	<i>O’Neil v. SunOpta Inc., et al.</i> Court File No. 57453CP (defined above as the “Canadian Action”)
The Honourable Justice Tausendfreund	
United States District Court for the Southern District of New York Daniel Patrick Moynihan United States	<i>In re SunOpta Securities Litigation</i> Master File No. 1:08-cv-00933-PAC (S.D.N.Y.) (defined above as the “U.S.

Courthouse  
500 Pearl Street  
New York, NY 10007

Action”)

The Honorable Paul A. Crotty  
United States District Judge

The individual and pension funds who sued are called the plaintiffs, and the companies and the individuals they sued, *i.e.*, SunOpta, Organic Ingredients Inc., Cleugh’s Frozen Foods, Inc. and Pacific Food Processors, Inc., and certain of SunOpta’s current and former officers and directors are called the defendants.

The Ontario Court will resolve the issues for all members of the Canadian Class (defined below) who do not exclude themselves from the Canadian Class. The U.S. Court will resolve the issues for all members of the U.S. Class (defined below) who do not exclude themselves from the U.S. Class.

## **2. What Is This Lawsuit About?**

SunOpta is a Canadian company, with its head office located in Brampton, Ontario, focusing on integrated business models in the natural and organic food and natural health markets. It has operations in Canada, the United States and elsewhere. During the Class Period, SunOpta securities traded on the Toronto Stock Exchange and the NASDAQ National Market.

On January 24, 2008, SunOpta announced, among other things, that: (i) its earnings during 2007 had been adversely affected by “significant issues within the SunOpta Fruit and SunOpta Bio Process Groups,” which led to “significant write downs and provisions in the range of \$12 to \$14 million pre-tax”; (ii) inventories within SunOpta’s Fruit Group required write-downs to net realizable value and preliminary estimates indicated an adjustment in the range of a \$9 to \$11 million write down for this issue and related items was necessary; and (iii) SunOpta’s previously

issued 2007 quarterly financial statements were “likely” to be restated. Following this announcement, shares of SunOpta stock fell nearly 40% on both the NASDAQ and Toronto Stock Exchange.

Plaintiffs allege that Defendants made material misstatements or omitted to state material information in SunOpta’s public statements during the Class Period, including a Registration Statement and Prospectus for a secondary stock offering in December 2007. More specifically, the Plaintiffs alleged that the Registration Statement and Prospectus and other statements made during the Class Period falsely represented SunOpta’s financial statements to have been accurate and presented in conformity with Generally Accepted Accounting Principles and SEC accounting rules and regulations, contained untrue representations about the Company’s disclosures and internal controls, and failed to disclose the true risks associated with investing in SunOpta.

The U.S. Action alleges, among other things, that Defendants violated §§11, 12(a)(2) and 15 of the Securities Act of 1933 (the “Securities Act”) and §§10(b) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”).

The Canadian Act raises similar allegations based on Canadian common law and further sought leave to bring secondary market civil liability claims for misrepresentation under the Ontario *Securities Act*.

The Canadian and U.S. Actions both seek money damages for their respective classes. The Defendants deny that they violated any laws or did anything wrong, deny that they are liable to Class Members and deny that Class Members have suffered damages.

### **3. What Is a Class Action?**

In a class action, one or more people called class representatives (in this case, John O’Neil in the Canadian Action and the U.S. Lead Plaintiffs in the U.S. Action) sue on behalf of people who



have similar claims. All these people are collectively called a “Class” or “Class Members.” Bringing a case as a class action allows the adjudication of many similar claims of persons or entities that might be economically too small to bring as individual actions.

#### **4. Why Is There a Settlement?**

The Courts did not decide in favor of Plaintiffs or Defendants. Instead, these parties agreed to the Settlement. The Settlement avoids the risks and costs of a trial, and eligible Class Members who make a valid claim receive compensation sooner. *See* “Reasons for the Settlement” above. The Plaintiffs and their attorneys and lawyers in both the U.S. Action and Canadian Action think the Settlement is fair, reasonable and adequate and in the best interests of all Class Members.

To see if you will get money from the Settlement, you first have to determine if you are a Class Member.

### **WHO IS IN THE SETTLEMENT**

#### **5. How Do I Know If I Am Eligible to Take Part in the Settlement?**

The Ontario Court has directed, solely for purposes of the proposed Settlement, that everyone who fits this description is a member of the Canadian Class: *All individuals and entities, other than Excluded Persons (defined below), who purchased or otherwise acquired securities of SunOpta during the Class Period and either (i) were Canadian residents at the time of such purchase or acquisition; or (ii) purchased or acquired such SunOpta securities over the Toronto Stock Exchange.*

The U.S. Court has directed, solely for purposes of the proposed Settlement, that everyone who fits this description is a member of the U.S. Class: *All individuals and entities who purchased or otherwise acquired securities of SunOpta during the Class Period, other than Excluded Persons and members of the Canadian Class.*

## 6. What Are the Exceptions to Being Included?

You are *not* a member of the U.S. Class if you are a member of the Canadian Class or any of the following “Excluded Persons”: (a) a Defendant; (b) an individual or entity directly related to or controlled by the Defendants; (c) Cyril Ing, Allan Routh, Robert Fetherstonaugh, James R. Rifenberg, Katrina Houde-Lovas and Steven Townsend (the “Proposed Individual Defendants”). In addition, any Class Member who timely submits a valid request for exclusion from the U.S. Class to the Claims Administrator in accordance with the requirements and procedures set forth in this Notice is not a member of the U.S. Class and cannot participate in the Settlement.

Similarly, you are not a member of the Canadian Class if you are an “Excluded Person,” or if you timely submit a valid request for exclusion from the Canadian Class to the Claims Administrator in accordance with the requirements and procedures set forth in this Notice and cannot participate in the Settlement.

If one of your mutual funds purchased or acquired SunOpta securities during the Class Period, that alone does not make you a Class Member. You are a Class Member only if you, your broker or someone else purchased or acquired SunOpta securities on your behalf during the Class Period. Check your investment records or contact your broker to see if you purchased or acquired SunOpta securities during the Class Period.

If you *sold* SunOpta securities during the Class Period, that alone does not make you a Class Member. You are a Class Member only if you *purchased or acquired* SunOpta securities during the Class Period.

**7. I Am Still Not Sure if I Am Included.**

If you are still not sure whether you are included, you can ask for free help. You can call \_\_\_\_\_ or send an e-mail to \_\_\_\_\_ for more information. You can also write to SunOpta Securities Class Action, c/o \_\_\_\_\_, Claims Administrator, at:

Canadian Address

U.S. Address

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Alternatively, you can fill out and return the Proof of Claim form described in Question 10 below to see if you qualify.

**THE SETTLEMENT BENEFITS – WHAT YOU GET**

**8. What Does the Settlement Provide?**

In exchange for the Settlement, inclusive of the releases therein, and dismissal of both Actions, the Defendants have agreed to pay, through their insurer, Eleven Million Two Hundred and Fifty Thousand (USD \$11,250,000) in cash, plus interest earned on that sum while held in escrow, to be divided among all eligible Class Members who send in valid Proof of Claim forms, after payment of Court-approved attorneys'/lawyers' fees and expenses and the costs of claims administration, including the costs of printing and mailing this Notice and the cost of publishing newspaper notices (the "Net Settlement Fund"). In addition, SunOpta has agreed to adopt certain amendments to its Audit Committee Charter and Internal Audit Charter with respect to, among other things, internal controls over financial reporting and to adopt an Information Technology Conversion Policy.

**9. How Much Will My Payments Be?**

If you are entitled to a payment under the Settlement, your share of the Net Settlement Fund will depend on how many Class Members send in valid Proof of Claim forms, the total recognized

losses for settlement purposes (“Recognized Loss”) represented by those valid Proof of Claim forms that Class Members send in, how many SunOpta securities you purchased or acquired, when you purchased or acquired them, on what exchange you purchased them, how much you paid for them, when you sold them, and the price for which you sold them.

You can calculate your Recognized Loss in accordance with the formula shown below in the Plan of Allocation of the Net Settlement Fund. It is unlikely that you will get a payment for your entire Recognized Loss. After all Class Members have sent in their Proof of Claim forms, the payment you get will be the proportion of the Net Settlement Fund equal to your Recognized Loss divided by the total of all Recognized Losses for Class Members who have sent in valid Proof of Claim forms. See the Plan of Allocation on page \_\_\_ for more information on your Recognized Loss.

## **HOW YOU GET PAYMENT – SUBMITTING A CLAIM FORM**

### **10. How Will I Get a Payment?**

To qualify for a payment, you must be a member of the Canadian Class or the U.S. Class and you must send in a timely and valid Proof of Claim form. A Proof of Claim form is enclosed with this Notice. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and mail it to the Claims Administrator at the P.O. Box address on the form by first-class mail, *postmarked no later than* \_\_\_\_\_.

If you did not receive a Proof of Claim form, you can get one on the internet at [www.\\_\\_\\_\\_\\_](http://www._____), or [www.csgrr.com](http://www.csgrr.com). You can also ask for a Proof of Claim form by calling \_\_\_\_\_ toll-free, or sending an e-mail to \_\_\_\_\_.

### **11. When Will I Get My Payment?**

The U.S. Court will hold a hearing on \_\_\_\_\_, to decide whether to approve the Settlement. The Ontario Court will hold a hearing on \_\_\_\_\_ to decide whether to approve the

Settlement. Both Courts must approve the Settlement for the Settlement to become effective. After the Courts decide these issues, however, there may be appeals from those decisions. It is always uncertain whether these appeals can be resolved favorably in support of the Settlement, and resolving them can take time, perhaps more than a year. It also takes a long time, often as much as a year, for all the Proofs of Claim submitted to be accurately reviewed and processed. Please be patient.

## **12. What Am I Giving Up to Get a Payment and Stay in the Class?**

Unless you exclude yourself (“opt out”) from the Settlement in the manner described by this Notice, you are staying in the Class. That means that, upon the Effective Date (defined below), you (and your personal representatives, agents, heirs, executors, administrators, trustees, beneficiaries, current and former plan members and contributors, successors, assigns and any persons you represent in relation to SunOpta securities purchased or otherwise acquired during the Class Period or in relation to the “Settled Claims” (defined below)) will be held to have released and forever discharged the “Released Parties” in respect of the Settled Claims and will be barred and enjoined from suing, continuing to sue or being part of any other lawsuit against the Released Parties relating to the Settled Claims.

It also means that if you are a member of the Canadian Class, all of the Ontario Court’s orders will apply to you and legally bind you, and if you are a member of the U.S. Class, all of the U.S. Court’s orders will apply to you and legally bind you, both of which include terms providing for such release of and bar against further suits by Class Members relating to Settled Claims against the Released Parties.

“Released Parties” means any and all of the Defendants and the Proposed Individual Defendants, their past or present subsidiaries, parents, principals, affiliates, shareholders, general or

limited partners or partnerships, successors and predecessors, heirs, assigns, officers, directors, representatives, agents, employees, attorneys, advisors, investment advisors, investment bankers, underwriters, insurers, co-insurers, re-insurers, accountants, auditors, consultants, administrators, executors, trustees, personal representatives, immediate family members and any person, firm, trust (including, without limiting the generality hereof, the Charles R. Bronfman Trust and the SRB Belvedere Trust), partnership, corporation, officer, director or other individual or entity in which any of them has a controlling interest or which is related to or affiliated with any of them, and their legal representatives, heirs, executors, administrators, trustees, successors-in-interest or assigns of the Defendants. Some of the Released Parties have not provided consideration for a release, but the Defendants have negotiated a release for them in order to fully and finally resolve the issues raised by the Actions to avoid further litigation over Settled Claims involving the Defendants.

“Settled Claims” means any and all claims, controversies, debts, obligations, demands, rights, action, causes of action, suits, matters, issues, damages, losses or liabilities of any kind whatsoever (including, but not limited to, any claims for interest, attorneys’/lawyers’ fees, expert or consulting fees and any other costs, expense or liability whatsoever), whether based on United States or Canadian federal, state, provincial, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, in contract or tort, matured or unmatured, whether class or individual in nature, direct or derivative, including both known claims and Unknown Claims (defined below), (i) that have been asserted in any of the Actions (including the proposed amendments to the Canadian Action annexed to the Stipulation and Settlement Agreement dated September 23, 2009 (the “Stipulation”) against any of the Released Parties, or (ii) that could have been asserted in any forum by the Class Members or any of them against any of the Released Parties which arise out of, are based upon, or relates in

any way to the allegations, transactions, facts, matters, breaches, occurrences, financial statements, statements, representations or omissions involved, set forth, or referred to in the Actions or the proposed amendments to the Canadian Action (except that Settled Claims does not include claims, rights or causes of action or liabilities whatsoever to: (a) enforce the Settlement; and (b) for breach of violation of any of the terms of the Stipulation or orders or judgments issued by the Courts in connection with the Settlement or confidentiality obligations with respect to settlement communications.

“Unknown Claims” means any and all Settled Claims, which any of the U.S. Lead Plaintiffs, Mr. O’Neil or the Class Members do not know or suspect to exist in his, her or its favor at the time of the execution of the Stipulation, which if known by him, her or it might have affected his, her or its decision(s) at the time of the execution of the Stipulation. Each Class Member shall be deemed to have waived any and all provisions, rights and benefits conferred by any law of any state, province or territory of the United States or Canada, or principle of common law or otherwise, which provides that a general release does not extend to claims which a creditor or releaser does not know or suspect to exist in his, her or its favor at the time of executing the release, which if known, might have materially affected his, her or its settlement and release of individuals and entities. Class Members may hereinafter discover facts in addition to, or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Settled Claims, but each Class Member upon the Effective Date shall be deemed to have fully, finally and forever settled and released any and all Settled Claims. Class Members shall be deemed to have acknowledged that the inclusion of “Unknown Claims” in the definition of Settled Claims was separately bargained for and was a key element of the Settlement.

The “Effective Date” will occur upon both Courts approving the Settlement, the Court Orders provided for under the terms of the Settlement becoming final and not subject to appeal and when all other conditions of the Settlement have been met.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you are a member of the Canadian or U.S. Class, and you want to keep any right you may have to sue or continue to sue the Defendants and the other Released Parties on your own with respect to the Settled Claims, and you do not want to be bound by the decisions of the Courts regarding this Settlement, then you must take steps to get out of the Class of which you would otherwise be a member. As referred to above, this is called excluding yourself from, or “opting out” of the Class.

SunOpta may withdraw from and terminate the Settlement if Class Members who purchased in excess of a certain aggregate number of SunOpta securities exclude themselves from the Class.

#### **13. How Do I Opt Out of the Class?**

To exclude yourself from your applicable Class, you must mail a letter to the Claims Administrator stating that you want to be excluded from your Class. The letter must include the following information: your name, address, telephone number, your signature, and the number of SunOpta securities you purchased or otherwise acquired between February 23, 2007 and January 27, 2008, the stock exchange on which such securities were purchased, the number of securities sold during this time period, if any, and the dates of all such purchases and sales. If you send a letter containing all of the information described above on a timely basis to the Claims Administrator at either one of the addresses below, you will be deemed to have opted out of the Class of which you would otherwise have been a member. All requests for exclusion must be *postmarked no later than \_\_\_\_\_*. *You cannot exclude yourself by telephone or e-mail.*



If you are a *Canadian* Class Member, mail your exclusion request to:

If you are a *U.S.* Class Member, mail your exclusion to:

SunOpta Canadian Class Action Exclusions

SunOpta U.S. Class Action Exclusions

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in these lawsuits.

**14. If I Do Not Opt Out, Can I Sue the Defendants for the Same Thing Later?**

No. Unless you opt out, you give up any right to sue the Defendants and the other Released Parties in respect of the Settled Claims resolved by this Settlement. However, if you opt out and do not send in a Proof of Claim, you may sue, continue to sue, or be part of a different lawsuit against the Defendants and the other Released Parties regarding the Settled Claims. If you have a pending lawsuit against any of the Defendants, speak to your lawyer in that case immediately. Remember, the exclusion deadline is \_\_\_\_\_.

**15. If I Opt Out, Can I Get Money from This Settlement?**

No. If you opt out, do not send in a Proof of Claim form, because you will be ineligible for compensation from the Settlement and will be required to release Settled Claims against the Released Parties as part of the Proof of Claim.

**THE LAWYERS REPRESENTING YOU**

**16. Do I Have a Lawyer in This Case?**

The U.S. Court ordered that the law firm of Coughlin Stoia Geller Rudman & Robbins LLP, in Melville, New York and San Diego, California (as defined above, “U.S. Lead Plaintiffs’ Counsel”), represents all members of the U.S. Class in the U.S. Action. The law firm of Siskinds

LLP, in London, Ontario (as defined above, “Canadian Class Counsel”), represents members of the Canadian Class in the Canadian Action.

You will not be personally charged for any of these lawyers. The Courts will determine the amount of attorneys’ fees and expenses the lawyers will receive, which will be paid from the Gross Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How Will the Lawyers Be Paid?**

Canadian Class Counsel will ask the Ontario Court, at the settlement approval hearing, for an order awarding them lawyers’ fees from the Gross Settlement Fund in a total amount not to exceed \_\_\_% of the Gross Settlement Fund plus applicable taxes and interest on such fees at the same rate earned by the Gross Settlement Fund. In addition, Canadian Class Counsel will ask the Canadian Court for expenses not to exceed CAD \$ \_\_\_\_\_ to be paid out of the Gross Settlement Fund plus interest on such expenses at the same rate earned by the Gross Settlement Fund. This request is consistent with the retainer agreement between Canadian Class Counsel and Mr. O’Neil, which provides that Canadian Class Counsel is to be paid only in the event that a recovery is obtained for the Canadian Class, and that Canadian Class Counsel may seek an order from the Ontario Court awarding fees and disbursements not exceeding \_\_\_% of the Gross Settlement Fund.

U.S. Lead Plaintiffs’ Counsel will ask the U.S. Court, at the U.S. fairness hearing, to award attorneys’ fees from the Gross Settlement Fund in a total amount not to exceed \_\_\_% of the Gross Settlement Fund, plus interest on such fees at the same rate earned by the Gross Settlement Fund. In addition, U.S. Lead Plaintiffs’ Counsel will ask the U.S. Court for expenses not to exceed USD \$ \_\_\_\_\_ to be paid out of the Gross Settlement Fund, plus interest on such expenses at the same rate

earned by the Gross Settlement Fund. Class Members are not personally liable for any such attorneys' fees and expenses.

The combined amount of all requests by Plaintiffs' Counsel for attorneys'/lawyers' fees, and expenses, will not exceed \_\_\_% of the Gross Settlement Fund.

The attorneys' fees and expenses requested will be the only payment to Plaintiffs' Counsel for their efforts in achieving this Settlement, for their risk in undertaking this representation on a wholly contingent basis, and for any work performed subsequent to the Courts' awards of fees for the purpose of completing the administration of the Settlement. To date, Plaintiffs' Counsel have not been paid for their services for pursuing the Actions on behalf of the Plaintiffs and Class Members, and they have not been reimbursed for their out-of-pocket expenses. The fees requested will compensate Plaintiffs' Counsel for their work in creating the Gross Settlement Fund. The Courts may award less than this amount.

Plaintiffs' Counsel, without further notice to the Class, may subsequently apply to one or both of the Courts for additional expenses incurred in connection with administering and distributing the Settlement proceeds to the members of the Class and any proceedings subsequent to the hearings by the Courts approving the Settlement.

**OBJECTING TO THE SETTLEMENT, PLAN OF ALLOCATION AND  
APPLICATIONS FOR ATTORNEYS'/LAWYERS' FEES AND LITIGATION  
EXPENSES**

If you are a Class Member, you can tell the Courts that you do not agree with the Settlement or some part of it, the proposed Plan of Allocation, and/or any of the applications for attorneys'/lawyers' fees and expenses.

**18. How Do I Tell the Court that I Do Not Like the Settlement, the Proposed Plan of Allocation and/or Applications for Attorneys'/Lawyers' Fees and Litigation Expenses?**

If you are a Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation of the Net Settlement Fund or the applications by Plaintiffs' Counsel for awards of attorneys'/legal fees and expenses. You may write to Canadian Class Counsel, if you are a member of the Canadian Class, or the U.S. Lead Plaintiffs' Counsel, if you are a member of the U.S. Class, setting out your objection and giving reasons why you think the Court should not approve the Settlement, Plan of Allocation, or application for fees and expenses. The appropriate Court will consider your views if you file a proper objection according to the following procedures.

If you are a Canadian Class Member, you may object in the Canadian Action. If you wish to do so, you must send a signed letter saying that you object to the proposed Settlement, the Plan of Allocation and/or application for legal fees and expenses in *O'Neil v. SunOpta Inc., et al.*, Court File No. 57453CP. Be sure to include your name, address, telephone number and your signature, and identify and supply copies of documentation showing the date(s), price(s), and number(s) of SunOpta securities purchased or acquired and sold between February 23, 2007 and January 27, 2008, inclusive, and on which exchange they were purchased and/or sold. In addition, state the reason(s) why you object to the Settlement, Plan of Allocation and/or application for attorneys' fees and expenses. Your objection must be delivered to Canadian Class Counsel at the following address, and must ***be postmarked no later than*** \_\_\_\_\_.

*Canadian Class Counsel:*

Michael G. Robb  
Siskinds LLP  
680 Waterloo Street  
P.O. Box 2520  
London, ON N6A 3V8

Canadian Class Counsel will ensure that your objection is filed with the Ontario Court and provided to counsel for the Defendants.

If you are a U.S. Class Member, you may object in the U.S. Action. To do so, you must send a signed letter saying that you object to the proposed Settlement, the Plan of Allocation and/or application for attorneys' fees and expenses in *In re SunOpta Securities Litigation*, Master File No. 1:08-cv-00933-PAC (S.D.N.Y.). Be sure to include your name, address, telephone number and your signature, and identify and supply copies of documentation showing the date(s), price(s), and number(s) of SunOpta securities purchased or acquired and sold between February 23, 2007 and January 27, 2008, inclusive, and on which exchange they were purchased and/or sold. In addition, state the reasons why you object to the Settlement, Plan of Allocation and/or application for attorneys' fees and expenses. Your objection must be filed with U.S. Lead Plaintiffs' Counsel, counsel for SunOpta, and the U.S. Court at the following addresses, and must be *postmarked no later than* \_\_\_\_\_ to be effective.

*U.S. Lead Plaintiffs' Counsel:*

Samuel H. Rudman, Esq.  
Coughlin Stoia Geller Rudman & Robbins LLP  
58 South Service Road, Suite 200  
Melville, NY 11747

*SunOpta's Counsel:*

Michael J. McConnell  
Jones Day  
222 East 41st Street  
New York, NY 10017

*The U.S. Court:*

Clerk of the Court  
United States District Court for the Southern District of New York  
Daniel Patrick Moynihan United States Courthouse

500 Pearl Street  
New York, NY 10007

You do not need to attend any hearing of the Courts to have your objection considered. However, if you wish to attend or to have a lawyer attend on your behalf at a hearing to address your objection, you must indicate this intention in your objection letter and, if you intend to also seek to introduce evidence, provide the identity and an outline of the evidence of any witness you may seek to call to testify and documents you may seek to introduce. At the hearings conducted by the respective Courts to consider the Settlement, any Class Member for the respective class certified by that Court who has not previously submitted a request for exclusion from the applicable Class and who has complied with the procedures set out in this Question 18 may appear and be heard, to the extent allowed by the applicable Court, to state any objection to the Settlement, the Plan of Allocation, or application for an award of attorneys' fees and expenses. Any such objector may appear in person or arrange, at his or her own expense, for a lawyer to represent him or her at any such hearing. A lawyer attending on behalf of an objector in the U.S. Action must timely file a Notice of Appearance.

**19. What Is the Difference Between Objecting and Excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in your respective Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE SETTLEMENT APPROVAL AND FAIRNESS HEARINGS IN THE CANADIAN AND U.S. COURTS**

The Canadian and U.S. Courts will each hold a separate hearing to consider whether to approve the Settlement. At or after those hearings, each Court will also decide whether to approve the Plan of Allocation of the Net Settlement Fund and the application for attorneys'/lawyers' fees

and expenses made by each Plaintiffs' Counsel. You may attend the hearing held by the Court presiding over the Class of which you are a member, and you may ask to speak (as discussed in Question 18), but you do not have to.

**20. When and Where Will the Canadian and U.S. Courts Decide Whether to Approve the Settlement?**

The U.S. Court will hold a fairness hearing on \_\_\_\_\_, at \_\_\_\_\_, in Courtroom \_\_\_ of the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007.

The Ontario Court will hear O'Neil's motion for approval of the Settlement and the Plan of Allocation of the Net Settlement Fund, as well as a motion for an order awarding Canadian Class Counsel's fees and expenses, on \_\_\_\_\_, at \_\_\_\_\_, at the Ontario Superior Court of Justice, 80 Dundas Street, London, ON N6A 6B3.

At these respective hearings, the applicable Court will consider whether the Settlement is fair, reasonable and adequate and in the best interests of Class Members. Each Court will also consider at that time whether to approve the proposed Plan of Allocation of the Net Settlement Fund. The Ontario Court will further consider the fee and expense application by Canadian Class Counsel and the U.S. Court will consider the fee and expense application of the U.S. Lead Plaintiffs' Counsel. If there are objections, the Court will consider them, and the presiding judge may listen to people who have properly indicated, within the deadline identified in Question 18 above, an intention to speak at the hearing; however, all decisions regarding the conduct of the hearing(s) will be made by the appropriate presiding judge. The Courts may decide some or all of these issues at their respective hearings, or take them under consideration. We do not know how long these decisions will take.

Within 3 days of the making of any such order, the orders made by the Courts granting or refusing approval of the Settlement will be posted by the Claims Administrator at [www.\\_\\_\\_\\_\\_](http://www._____), by Canadian Class Counsel at [www.classaction.ca](http://www.classaction.ca) and by U.S. Lead Plaintiffs' Counsel at [www.csgr.com](http://www.csgr.com). You may also contact the Claims Administrator by telephone to obtain a copy of any orders made following the hearings of the motions.

**21. Do I Have to Come to the Hearing?**

No. Plaintiffs' Counsel will answer any questions the Courts may have. You are welcome to attend at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you mail your written objection on time, the appropriate Court will consider it.

Please be aware that the Courts may change the date and/or the time of the hearings without further notice to Class Members. If you want to come to a hearing, you should check with the appropriate Plaintiffs' Counsel beforehand to be sure that the date and/or time has not changed.

Class Members do not need to appear at a hearing or take any other action to indicate their approval of the matters being considered at the hearing.

**22. May I Speak at the Hearing?**

You may ask the applicable Court for permission to speak at the applicable hearing. If you wish to talk about your own objections, you must indicate this in the letter you send describing your objection pursuant to Question 18 above. If you intend to also introduce evidence at the hearing, you must also identify in your letter the information described in Question 18 above.

If you have hired or will hire a lawyer to attend on your behalf to address your objection, that lawyer must notify the parties indicated at Question 18 of his or her intention to appear to address your objection, and if you are a U.S. Class Member, serve and file a Notice of Appearance with the U.S. Court.



**IF YOU DO NOTHING**

**23. What Happens if I Do Nothing at All?**

If you do nothing, you will get no money from this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against the Defendants and the other Released Parties in respect of the Settled Claims ever again. To share in the Net Settlement Fund, you must submit a Proof of Claim form (*see* Question 10). To start, continue or be part of any other lawsuit against the Defendants and the other Released Parties concerning the Settled Claims you must have properly excluded yourself from the appropriate Class in accordance with the procedures set forth in this Notice (*see* Question 13).

**GETTING MORE INFORMATION**

**24. Are There More Details About the Settlement?**

This Notice summarizes the proposed Settlement. More details are in the Stipulation. You can get a copy of the Stipulation by writing to Rick Nelson, Coughlin Stoia Geller Rudman & Robbins LLP, 655 West Broadway, Suite 1900, San Diego, California 92101-3301, or Michael G. Robb, Siskinds LLP, 680 Waterloo Street, P.O. Box 2520, London, ON N6A 3V8.

You can also obtain a copy of the Stipulation by calling the Claims Administrator toll-free at \_\_\_\_\_, or write to SunOpta Securities Class Action, c/o \_\_\_\_\_:

Canadian Address

U.S. Address

\_\_\_\_\_

\_\_\_\_\_

**25. How Do I Get More Information?**

The pleadings in the Canadian Action are available for inspection in Court File No. 57453CP at the Ontario Superior Court of Justice, 80 Dundas Street, London, ON N6A 6B3. The materials in the court file are available to be inspected on weekdays (other than holidays) between 8:30 a.m. and

5:00 p.m. By no later than \_\_\_\_\_, 2009, Canadian Class Counsel will file an affidavit from O'Neil and an affidavit from one of the lawyers who participated in the carriage of this matter in support of the motion for approval of the Settlement. At that time, those materials will also be available for inspection in the court file.

For more detailed information concerning the matters involved in the U.S. Action, reference is made to the various pleadings, papers and orders filed in the U.S. Action, which may be inspected at the Office of the Clerk of the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007, on weekdays (other than court holidays) between 8:30 a.m. and 5:00 p.m.

#### **PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND**

The Net Settlement Fund will be distributed in accordance with the Plan of Allocation described below to Class Members who submit valid, timely Proof of Claim forms to the Claims Administrator ("Authorized Claimants"). An Authorized Claimant will be eligible to participate in the distribution of the Net Settlement Fund only if he, she or it has a Recognized Loss on all transactions in SunOpta securities during the Class Period.

To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's Recognized Loss. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the Recognized Loss of each Authorized Claimant (the more likely scenario), then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund, that each Authorized Claimant's Recognized Loss bears to the total of Recognized Losses of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

**SunOpta shares purchased or otherwise acquired on NASDAQ  
CUSIP: 8676EP108**

**NOTE: ALL AMOUNTS ARE IN UNITED STATES DOLLARS**

The allocation below is based on the following price declines as well as the statutory PSLRA 90 day look back amount of \$5.50:

January 18, 2008 Price Decline:	\$0.79
January 23, 2008 Price Decline:	\$0.10
January 25, 2008 Price Decline:	\$3.51
January 28, 2008 Price Decline:	\$0.29

Proposed Allocation

For shares of SunOpta common stock *purchased, or acquired, on or between February 23, 2007 through January 17, 2008*, the claim per share shall be as follows:

- a) If sold prior to January 18, 2008, the claim per share is zero.
- b) If sold on or between January 18, 2008 through January 22, 2008, the claim per share shall be the lesser of (i) \$0.79 (January 18, 2008 Price Decline), or (ii) the difference between the purchase price and the selling price;
- c) If sold on January 23, 2008 or January 24, 2008, the claim per share shall be the lesser of (i) \$0.89 (January 18, 2008 and January 23, 2008 Price Declines), or (ii) the difference between the purchase price and the selling price;
- d) If sold on or between January 25, 2008 through January 27, 2008, the claim per share shall be the lesser of (i) \$4.40 (January 18, 2008, January 23, 2008 and January 25, 2008 Price Declines), or (ii) the difference between the purchase price and the selling price;
- e) If retained at the end of January 27, 2008 and sold before April 26, 2008 the claim per share shall be the lesser of (i) \$4.69 (January 18, 2008, January 23, 2008, January 25, 2008 and January 28, 2008 Price Declines); or (ii) the difference between the purchase price and the selling price; or (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in the table below.
- f) If retained, or sold, on or after April 26, 2008, the claim per share shall be the lesser of: (i) \$4.69 (January 18, 2008, January 23, 2008, January 25, 2008 and January 28, 2008 Price Declines), or (ii) the difference between the purchase price per share and \$5.50 per share.

For shares of SunOpta common stock *purchased, or acquired, on or between January 18, 2008 through January 22, 2008*, the claim per share shall be as follows:

- a) If sold prior to January 23, 2008, the claim per share is zero.
- b) If sold on January 23, 2008 or January 24, 2008, the claim per share shall be the lesser of (i) \$0.10 (January 23, 2008 Price Decline), or (ii) the difference between the purchase price and the selling price;
- c) If sold on or between January 25, 2008 through January 27, 2008, the claim per share shall be the lesser of (i) \$3.61 (January 23, 2008 and January 25, 2008 Price Declines), or (ii) the difference between the purchase price and the selling price;
- d) If retained at the end of January 27, 2008 and sold before April 26, 2008 the claim per share shall be the lesser of (i) \$3.90 (January 23, 2008, January 25, 2008 and January 28, 2008 Price Declines); or (ii) the difference between the purchase price and the selling price; or (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in the table below.
- e) If retained, or sold, on or after April 26, 2008, the claim per share shall be the lesser of: (i) \$3.90 (January 23, 2008, January 25, 2008 and January 28, 2008 Price Declines), or (ii) the difference between the purchase price per share and \$5.50 per share.

For shares of SunOpta common stock ***purchased, or acquired, on or between January 23, 2008 through January 24, 2008***, the claim per share shall be as follows:

- a) If sold prior to January 25, 2008, the claim per share is zero.
- b) If sold on or between January 25, 2008 through January 27, 2008, the claim per share shall be the lesser of (i) \$3.51 (January 25, 2008 Price Decline), or (ii) the difference between the purchase price and the selling price;
- c) If retained at the end of January 27, 2008 and sold before April 26, 2008 the claim per share shall be the lesser of (i) \$3.80 (January 25, 2008 and January 28, 2008 Price Declines); or (ii) the difference between the purchase price and the selling price; or (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in the table below.
- d) If retained, or sold, on or after April 26, 2008, the claim per share shall be the lesser of: (i) \$3.80 (January 25, 2008 and January 28, 2008 Price Declines), or (ii) the difference between the purchase price per share and \$5.50 per share.

For shares of SunOpta common stock ***purchased, or acquired, on or between January 25, 2008 through January 27, 2008***, the claim per share shall be as follows:

- a) If sold prior to January 28, 2008, the claim per share is zero.
- b) If retained at the end of January 27, 2008 and sold before April 26, 2008 the claim per share shall be the lesser of (i) \$0.29 (January 28, 2008 Price Decline); or (ii) the

difference between the purchase price and the selling price; or (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in the table below.

c) If retained, or sold, on or after April 26, 2008, the claim per share shall be the lesser of: (i) \$0.29 (January 28, 2008 Price Decline), or (ii) the difference between the purchase price per share and \$5.50 per share.

<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price</b>
1/28/2008	\$5.76	\$5.76
1/29/2008	\$5.46	\$5.61
1/30/2008	\$5.46	\$5.56
1/31/2008	\$5.45	\$5.53
2/1/2008	\$5.60	\$5.55
2/4/2008	\$6.34	\$5.68
2/5/2008	\$6.37	\$5.78
2/6/2008	\$6.21	\$5.83
2/7/2008	\$6.26	\$5.88
2/8/2008	\$6.17	\$5.91
2/11/2008	\$6.27	\$5.94
2/12/2008	\$6.32	\$5.97
2/13/2008	\$6.49	\$6.01
2/14/2008	\$6.26	\$6.03
2/15/2008	\$6.17	\$6.04
2/19/2008	\$6.42	\$6.06
2/20/2008	\$6.29	\$6.08
2/21/2008	\$6.20	\$6.08
2/22/2008	\$6.17	\$6.09
2/25/2008	\$6.28	\$6.10
2/26/2008	\$6.27	\$6.11
2/27/2008	\$6.25	\$6.11
2/28/2008	\$6.15	\$6.11
2/29/2008	\$6.07	\$6.11
3/3/2008	\$6.02	\$6.11
3/4/2008	\$5.59	\$6.09
3/5/2008	\$5.54	\$6.07
3/6/2008	\$5.24	\$6.04
3/7/2008	\$5.02	\$6.00
3/10/2008	\$4.98	\$5.97
3/11/2008	\$5.19	\$5.94
3/12/2008	\$5.10	\$5.92
3/13/2008	\$4.99	\$5.89
3/14/2008	\$4.93	\$5.86

3/17/2008	\$4.67	\$5.83
3/18/2008	\$4.87	\$5.80
3/19/2008	\$4.89	\$5.78
3/20/2008	\$4.80	\$5.75
3/24/2008	\$4.86	\$5.73
3/25/2008	\$5.25	\$5.72
3/26/2008	\$5.70	\$5.72
3/27/2008	\$5.41	\$5.71
3/28/2008	\$5.10	\$5.69
3/31/2008	\$5.10	\$5.68
4/1/2008	\$5.21	\$5.67
4/2/2008	\$5.04	\$5.66
4/3/2008	\$4.99	\$5.64
4/4/2008	\$5.01	\$5.63
4/7/2008	\$4.85	\$5.61
4/8/2008	\$4.94	\$5.60
4/9/2008	\$5.02	\$5.59
4/10/2008	\$5.07	\$5.58
4/11/2008	\$5.06	\$5.57
4/14/2008	\$5.00	\$5.56
4/15/2008	\$4.99	\$5.55
4/16/2008	\$5.06	\$5.54
4/17/2008	\$5.07	\$5.53
4/18/2008	\$5.13	\$5.52
4/21/2008	\$5.41	\$5.52
4/22/2008	\$5.19	\$5.52
4/23/2008	\$5.01	\$5.51
4/24/2008	\$5.11	\$5.50
4/25/2008	\$5.35	\$5.50

### **Section 11 Claims for the December 2007 Secondary Public Offering**

Initial Public Offering Price<sup>1</sup>: \$13.20 per share  
Closing Price on the date the lawsuit was filed<sup>2</sup>: \$ 5.76 per share

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<sup>1</sup> \$13.20 is the price the underwriter agreed to purchase the common shares for resale. Per the prospectus, the shares will be sold from on The Nasdaq Stock Market and the over-the-counter market at market prices prevailing at the time of sale. In the event a Class Member has a purchase traceable to this offering at a price not equal to \$13.20, the actual purchase price shall replace the \$13.20 amount in the formula above.

<sup>2</sup> The first class action complaint with Section 11 claims was filed on January 28, 2008. Section 11 of the *Exchange Act* provides that damages for a claim under that section may be

For shares of SunOpta acquired pursuant to, and traceable to, the Company's offering prospectus dated December 6, 2007 and

- 1) sold prior to January 28, 2008, the claim per share is the lesser of (i) the purchase price per share less the sales price per share, or (ii) \$13.20 less the sales price per share.
- 2) retained at the end of, or sold on or after January 28, 2008, the claim per share is the lesser of (i) the purchase price per share less the sales price per share or, (ii) \$13.20 less \$5.76

Note: The recovery for claims under Section 11 shall not exceed 10% of the Net Settlement Fund.

**SunOpta shares purchased or otherwise acquired on Toronto Stock Exchange  
("TSX")**

**ISIN: CA8676EP1086**

**NOTE: ALL AMOUNTS ARE IN CANADIAN DOLLARS**

The allocation below is based on the following price declines as well as the statutory PSLRA 90 day look back amount of \$5.52<sup>3</sup>:

January 18, 2008 Price Decline:	\$0.88
January 23, 2008 Price Decline:	\$0.27
January 25, 2008 Price Decline:	\$3.64
January 28, 2008 Price Decline:	\$0.25

Proposed Allocation

For shares of SunOpta common stock ***purchased, or acquired, on or between February 23, 2007 through January 17, 2008***, the claim per share shall be as follows:

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calculated as the difference between the price paid for the relevant securities and the value of those securities as of the date suit is brought under section 11.

<sup>3</sup> The PSLRA 90 day look back rule is a provision under United States law which provides that damages in a secondary market securities claim may be calculated as the difference between the price paid for the securities and the average trading price over the 90 days following a corrective disclosure. Although the PSLRA 90 day look back may not apply to individuals who purchased shares over the TSX, it is being applied to all purchasers under this Plan of Allocation to ensure fair treatment as among all Class Members.

- a) If sold prior to January 18, 2008, the claim per share is zero.
- b) If sold on or between January 18, 2008 through January 22, 2008, the claim per share shall be the lesser of (i) \$0.88 (January 18, 2008 Price Decline), or (ii) the difference between the purchase price and the selling price;
- c) If sold on January 23, 2008 or January 24, 2008, the claim per share shall be the lesser of (i) \$1.15 (January 18, 2008 and January 23, 2008 Price Declines), or (ii) the difference between the purchase price and the selling price;
- d) If sold on or between January 25, 2008 through January 27, 2008, the claim per share shall be the lesser of (i) \$4.79 (January 18, 2008, January 23, 2008 and January 25, 2008 Price Declines), or (ii) the difference between the purchase price and the selling price;
- e) If retained at the end of January 27, 2008 and sold before April 26, 2008 the claim per share shall be the lesser of (i) \$5.04 (January 18, 2008, January 23, 2008, January 25, 2008 and January 28, 2008 Price Declines); or (ii) the difference between the purchase price and the selling price; or (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in the table below.
- f) If retained, or sold, on or after April 26, 2008, the claim per share shall be the lesser of: (i) \$5.04 (January 18, 2008, January 23, 2008, January 25, 2008 and January 28, 2008 Price Declines), or (ii) the difference between the purchase price per share and \$5.52 per share.

For shares of SunOpta common stock ***purchased, or acquired, on or between January 18, 2008 through January 22, 2008***, the claim per share shall be as follows:

- a) If sold prior to January 23, 2008, the claim per share is zero.
- b) If sold on January 23, 2008 or January 24, 2008, the claim per share shall be the lesser of (i) \$0.27 (January 23, 2008 Price Decline), or (ii) the difference between the purchase price and the selling price;
- c) If sold on or between January 25, 2008 through January 27, 2008, the claim per share shall be the lesser of (i) \$3.91 (January 23, 2008 and January 25, 2008 Price Declines), or (ii) the difference between the purchase price and the selling price;
- d) If retained at the end of January 27, 2008 and sold before April 26, 2008 the claim per share shall be the lesser of (i) \$4.16 (January 23, 2008, January 25, 2008 and January 28, 2008 Price Declines); or (ii) the difference between the purchase price and the selling price; or (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in the table below.
- e) If retained, or sold, on or after April 26, 2008, the claim per share shall be the



lesser of: (i) \$4.16 (January 23, 2008, January 25, 2008 and January 28, 2008 Price Declines), or (ii) the difference between the purchase price per share and \$5.52 per share.

For shares of SunOpta common stock ***purchased, or acquired, on or between January 23, 2008 through January 24, 2008***, the claim per share shall be as follows:

- a) If sold prior to January 25, 2008, the claim per share is zero.
- b) If sold on or between January 25, 2008 through January 27, 2008, the claim per share shall be the lesser of (i) \$3.64 (January 25, 2008 Price Decline), or (ii) the difference between the purchase price and the selling price;
- c) If retained at the end of January 27, 2008 and sold before April 26, 2008 the claim per share shall be the lesser of (i) \$3.89 (January 25, 2008 and January 28, 2008 Price Declines); or (ii) the difference between the purchase price and the selling price; or (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in the table below.
- d) If retained, or sold, on or after April 26, 2008, the claim per share shall be the lesser of: (i) \$3.89 (January 25, 2008 and January 28, 2008 Price Declines), or (ii) the difference between the purchase price per share and \$5.52 per share.

For shares of SunOpta common stock ***purchased, or acquired, on or between January 25, 2008 through January 27, 2008***, the claim per share shall be as follows:

- a) If sold prior to January 28, 2008, the claim per share is zero.
- b) If retained at the end of January 27, 2008 and sold before April 26, 2008 the claim per share shall be the lesser of (i) \$0.25 (January 28, 2008 Price Decline); or (ii) the difference between the purchase price and the selling price; or (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in the table below.
- c) If retained, or sold, on or after April 26, 2008, the claim per share shall be the lesser of: (i) \$0.25 (January 28, 2008 Price Decline), or (ii) the difference between the purchase price per share and \$5.52 per share.

<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price</b>
1/28/2008	5.75	5.75
1/29/2008	5.45	<u>5.6</u>
1/30/2008	5.4	<u>5.53</u>
1/31/2008	5.49	<u>5.52</u>
2/1/2008	5.59	<u>5.54</u>

2/4/2008	6.24	<u>5.65</u>
2/5/2008	6.38	<u>5.76</u>
2/6/2008	6.24	<u>5.82</u>
2/7/2008	6.31	<u>5.87</u>
2/8/2008	6.14	<u>5.9</u>
2/11/2008	6.27	<u>5.93</u>
2/12/2008	6.33	<u>5.97</u>
2/13/2008	6.48	<u>6.01</u>
2/14/2008	6.22	<u>6.02</u>
2/15/2008	6.3	<u>6.04</u>
2/19/2008	6.51	<u>6.07</u>
2/20/2008	6.39	<u>6.09</u>
2/21/2008	6.29	<u>6.1</u>
2/22/2008	6.22	<u>6.11</u>
2/25/2008	6.22	<u>6.11</u>
2/26/2008	6.14	<u>6.11</u>
2/27/2008	6.15	<u>6.11</u>
2/28/2008	6.03	<u>6.11</u>
2/29/2008	5.99	<u>6.11</u>
3/3/2008	5.96	<u>6.1</u>
3/4/2008	5.6	<u>6.08</u>
3/5/2008	5.48	<u>6.06</u>
3/6/2008	5.1	<u>6.02</u>
3/7/2008	4.93	<u>5.99</u>
3/10/2008	4.97	<u>5.95</u>
3/11/2008	5.16	<u>5.93</u>
3/12/2008	5.03	<u>5.9</u>
3/13/2008	4.89	<u>5.87</u>
3/14/2008	4.86	<u>5.84</u>
3/17/2008	4.82	<u>5.81</u>
3/18/2008	4.83	<u>5.78</u>
3/19/2008	4.92	<u>5.76</u>
3/20/2008	4.94	<u>5.74</u>
3/24/2008	4.98	<u>5.72</u>
3/25/2008	5.32	<u>5.71</u>
3/26/2008	5.84	<u>5.71</u>
3/27/2008	5.5	<u>5.71</u>
3/28/2008	5.28	<u>5.7</u>
3/31/2008	5.31	<u>5.69</u>
4/1/2008	5.39	<u>5.68</u>
4/2/2008	5.06	<u>5.67</u>
4/3/2008	4.99	<u>5.65</u>
4/4/2008	5.02	<u>5.64</u>
4/7/2008	4.93	<u>5.63</u>
4/8/2008	5.05	<u>5.61</u>
4/9/2008	5.09	<u>5.6</u>

4/10/2008	5.14	<u>5.59</u>
4/11/2008	5.1	<u>5.59</u>
4/14/2008	5.09	<u>5.58</u>
4/15/2008	5.1	<u>5.57</u>
4/16/2008	5.1	<u>5.56</u>
4/17/2008	5.13	<u>5.55</u>
4/18/2008	5.1	<u>5.54</u>
4/21/2008	5.45	<u>5.54</u>
4/22/2008	5.26	<u>5.54</u>
4/23/2008	5.15	<u>5.53</u>
4/24/2008	5.23	<u>5.53</u>
4/25/2008	5.43	<u>5.52</u>

### CALL OPTIONS

A. For call options on SunOpta common stock *purchased* from **February 23, 2007 through January 27, 2008**, and

a) **held** at the end of any of the following days: January 17, 2008, January 22, 2008, January 24, 2008 and/or January 27, 2008, the claim per call option is the difference between the price paid for the call option less the proceeds received upon the settlement of the call option contract;

b) **not held** at the end of any of the following days: January 17, 2008, January 22, 2008, January 24, 2008 and/or January 27, 2008, the claim per call option is \$0.

B. For call options on SunOpta common stock *written* from **February 23, 2007 through January 27, 2008**, the claim per call option is \$0.

### PUT OPTIONS

A. For put options on SunOpta common stock *written* from **February 23, 2007 through January 27, 2008**, and

a) **held** at the end of any of the following days: January 17, 2008, January 22, 2008, January 24, 2008 and/or January 27, 2008, the claim per put option is the difference between the price paid upon settlement of the put option contract less the initial proceeds received upon the sale of the put option contract;

b) **not held** at the end of any of the following days: January 17, 2008, January 22, 2008, January 24, 2008 and/or January 27, 2008, the claim per put option is \$0.

B. For put options on SunOpta common stock *purchased* from **February 23, 2007 through January 27, 2008**, the claim per put option is \$0.

Note: In the case the option was exercised for SunOpta common stock, the amount paid, or proceeds received, upon the settlement of the option contract equals the intrinsic value of the option using SunOpta common stock's closing price on the date the option was exercised.

Note: The combined recovery for the Put/Call Options shall not exceed 3% of the Net Settlement Funds.

Once the values of the approved claims of all Authorized Claimants have been calculated, the Claims Administrator will determine what percentage of the total value of the approved claims submitted by all Authorized Claimants is allocable to approved claims of persons who conducted transactions on the TSX. The Claims Administrator will then convert that percentage of the Net Settlement Fund to Canadian currency. The amount converted by the Claims Administrator to Canadian currency will be distributed to Authorized Claimants who conducted transactions on the TSX proportionately based on the value of his/her/its approved claim.

For Class Members who held securities at the beginning of the Class Period or made multiple purchases or sales during the Class Period, the first-in, first-out ("FIFO") method will be applied to such holdings, purchases and sales for purposes of calculating a claim. Under the FIFO method, sales of securities during the Class Period will be matched, in chronological order, first against securities held at the beginning of the Class Period. The remaining sales of securities during the Class Period will then be matched, in chronological order, against securities purchased during the Class Period.

A Class Member will be eligible to receive a distribution from the Net Settlement Fund only if a Class Member had a Recognized Loss, after all profits from transactions in SunOpta securities during the Class Period are subtracted from all losses. A purchase or sale of SunOpta securities shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. "Short" sales of SunOpta securities shall not be recognized for any amount of loss on the cover, purchase or closing transaction.

No distributions will be made to Authorized Claimants who would otherwise receive less than USD \$10.00.

The Courts have jurisdiction to allow, disallow or adjust the claim of any Class Member on equitable grounds. The Courts may also modify this Plan of Allocation in the interests of justice without further notice to Class Members. Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. No Person shall have any claim or cause of action against Plaintiffs' Counsel, the Defendants, the Claims Administrator, or other person designated by the Courts, based on distributions made substantially in accordance with this Plan of Allocation, or such alternative plan of allocation in respect of the Settlement that may be approved by the Courts.

**SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES**

If you held SunOpta securities purchased or otherwise acquired between February 23, 2007 and January 27, 2008, inclusive, as nominee for a beneficial owner, then WITHIN 7 (SEVEN) BUSINESS DAYS OF YOUR RECEIPT OF THIS NOTICE, you must either (1) send a copy of this Notice and Proof of Claim form by first class mail to all beneficial owners; or (2) provide a list of the names and addresses of beneficial owners to the Claims Administrator, SunOpta Securities Class Action, c/o \_\_\_\_\_:

Canadian Address

U.S. Address

\_\_\_\_\_

\_\_\_\_\_

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing. Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or

advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and Proof of Claim and which would not have been incurred but for the obligation to forward the Notice and Proof of Claim, upon submission of appropriate documentation to the Claims Administrator.

***PLEASE DO NOT CONTACT EITHER OF THE COURTS REGARDING THIS NOTICE.  
DIRECT ALL OF YOUR QUESTIONS TO THE CLAIMS ADMINISTRATOR OR  
PLAINTIFFS' COUNSEL.***

DATED: \_\_\_\_\_

BY ORDER OF THE ONTARIO SUPERIOR COURT  
OF JUSTICE AND BY ORDER OF THE UNITED  
STATES DISTRICT COURT FOR THE SOUTHERN  
DISTRICT OF NEW YORK

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