

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)

)

JUSTICE P. PERELL)

)

FRI DAY, THE
4th DAY OF October, 2019

B E T W E E N:

(Court Seal)

SHARON HARPER and GERALD HARPER

Plaintiffs

and

AMERICAN MEDICAL SYSTEMS CANADA INC., AMERICAN MEDICAL
SYSTEMS INC., and ENDO PHARMACEUTICALS

Defendants

-and-

Court File No.: CV-15-529000-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

LINDA-SUE MIDDLETON and HOWARD BOSSCHER

Plaintiffs

and

AMERICAN MEDICAL SYSTEMS CANADA INC., AMERICAN MEDICAL SYSTEMS
INC., and ENDO PHARMACEUTICALS

Defendants

Proceedings under the Class Proceedings Act, 1992

**ORDER
(SETTLEMENT APPROVAL)**

THIS MOTION, made by the plaintiffs for an Order approving the Settlement Agreement entered between the Plaintiffs and the Defendants, was heard this day at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

ON READING the materials filed, including the Settlement Agreement dated June 25, 2019, and on hearing the submissions of counsel for the Plaintiffs and counsel for the Defendants;

AND ON BEING ADVISED that the Plaintiffs and the Defendants consent to this Order;

1. **THIS COURT ORDERS** that, for the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that, in the event of a conflict between the terms of this Order and the Settlement Agreement, the terms of this Order shall prevail.
3. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable, and in the best interests of the Class.
4. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to section 12, 19, 20, 29(2), and 29(3) of the *Class Proceedings Act, 1992* S.O. 1992, c. 6 and shall be implemented and enforced in accordance with its terms.
5. **THIS COURT ORDERS** that all provisions of the Settlement Agreement (including its Recitals and Definitions) form part of this Order and are binding upon the Class Members who did not opt out of this action in accordance with the orders issued on May 28, 2015, approving the notice and opt out procedures following certification of the Ontario Proceedings as national class

actions, and in accordance with the orders issued on June 25, 2019, approving amendments to the certification orders and approving the Settlement Hearing Notice, including those persons who are mentally incapable, Class Counsel, the Related Counsel Firms, the Provincial Health Insurers, and the Defendants.

6. **THIS COURT ORDERS** that the release as provided at section 8.1 of the Settlement Agreement is approved and will take effect upon the Effective Date.

7. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims;

8. **THIS COURT** that, upon the Effective Date, each Class Member shall consent to and shall be deemed to have consented to the dismissal as against the Releasees of any other action or proceeding he or she may have commenced in respect of the Released Claims, without costs and with prejudice

9. **THIS COURT ORDERS** that the form and content of the Settlement Approval Notice substantially in the full and abridged forms attached as Schedule "A" is approved.

10. **THIS COURT ORDERS** that the Amended Notice Plan substantially in the form attached as Schedule "B" is approved.

11. **THIS COURT ORDERS** that these proceedings be and are hereby dismissed against the Defendants, without costs and with prejudice, and that such dismissal shall be a defence to any subsequent action in respect of the subject matter hereof.

12. **THIS COURT ORDERS** that the time for filing and serving the motion record is abridged.

Perell, J.

THE HONOURABLE JUSTICE P. PERELL

NOTICE OF SETTLEMENT APPROVAL
CANADIAN AMS WOMEN'S PELVIC MESH LITIGATION
Please read carefully. Ignoring this notice will affect your legal rights

WHAT IS THE SETTLEMENT AND WHO IS INCLUDED?

A Canada-wide settlement has been reached to resolve litigation against American Medical Systems Canada Inc., American Medical Systems Inc., and Endo Pharmaceuticals ("AMS"). If you were implanted with an AMS women's pelvic mesh device(s) for treatment of Stress Urinary Incontinence (SUI) and/or for treatment of Pelvic Organ Prolapse (POP), you may be entitled to compensation. The settlement provides for the payment of \$20.8 million (Canadian dollars) which will be used to pay approved claims, the administration of the settlement, Provincial Health Insurers' health care expenses and Class Counsel legal fees.

The Court has approved a Compensation Protocol that determines which Class Members are eligible for compensation and in what amount. For more information about how compensation is determined, you should review the long-form Notice, Compensation Protocol, Settlement Agreement and related documents at www.amsmeshclassactions.ca, or contact the Claims Administrator or Class Counsel at the addresses below.

Pursuant to the Compensation Protocol, there will be an Initial Claims Period, which will end on **DATE**, 2020 and a Supplemental Claim Period ending on **DATE**, 2022. The Supplemental Claim Period will compensate women for injuries sustained (or worsened) after [Initial Claim Deadline date] and women who missed the Initial Claim Deadline.

PARTICIPATING IN THE SETTLEMENT

If you were implanted with an AMS Women's Pelvic Mesh Device, you must file a claim with the Claims Administrator on or before **DATE**, 2020 or [date, 2022] at the latest to seek compensation under the Settlement Agreement. If this deadline is extended, any such extension and new deadline will be posted at www.amsmeshclassactions.ca.

Individuals are encouraged to contact the Claims Administrator or Class Counsel to receive notice of pending deadlines or important updates. Information on how to file a claim is available at www.amsmeshclassactions.ca. **Filing a claim is complex and requires your medical records.** You can retain Class Counsel or a lawyer of your choice to assist you. Class Counsel will limit fees to 15% of your individual recovery (plus disbursements and taxes) for assisting in this process.

FOR MORE INFORMATION:

If you have questions about the settlement and/or would like to obtain more information, please visit www.amsmeshclassactions.ca or contact the Claims Administrator at 1-866-571-7804, [email address], or:

AMS TVM Class Actions
c/o RicePoint Administration Inc.
PO Box 4454, Toronto Station A
25 The Esplanade
Toronto, ON M5W 4B1

Siskinds LLP
680 Waterloo Street
London, ON N6A 3V8
Elizabeth deBoer
Tel: 1-800-461-6166 ext. 2367

Siskinds, Desmeules sncrl
Les Promenades du Vieux-
Québec
43, rue Buade, bur 320
Québec, QC G1R 4A2
Erika Provencher
Tel: 418-694-2009

Rochon Genova LLP
900-121 Richmond St. W.
Toronto, ON M5H 2K1
Joel P. Rochon
Tel: 416-363-1867

Merchant Law Group
100-2401 Saskatchewan Dr.
Regina, SK S4P 4H8
Evatt Merchant
Tel: 306-359-7777

This Notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

This Notice was authorized by the Ontario Superior Court of Justice

**AMERICAN MEDICAL SYSTEMS
CANADIAN WOMEN'S PELVIC MESH CLASS ACTIONS
NOTICE OF SETTLEMENT APPROVAL**

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS

NOTICE

This is a notice alerting Class Members in two Canadian class actions involving mesh devices manufactured by American Medical Systems to treat Stress Urinary Incontinence ("SUI") and Pelvic Organ Prolapse ("POP") ("AMS Women's Pelvic Mesh Devices"¹). A settlement in these actions has been approved by the Court.

The class actions sought compensation for injuries that were allegedly related to the AMS Women's Pelvic Mesh Devices. The defendants deny the allegations made in the lawsuits and make no admission as to the truth of the allegations.

The Settlement Agreement that has been approved provides for the payment of \$20,858,488.48 (Canadian dollars) which will be used to pay claimant compensation, the administration of the settlement, health care expenses incurred by the Provincial Health Insurers, and Class Counsel's legal fees, disbursements, and applicable taxes.

**SUMMARY
OF THE
SETTLEMENT**

The defendants will pay \$20,858,488.48 to settle the claims of all Class Members, the related claims of the Provincial Health Insurers, the costs of administering the settlement, and Class Counsel legal fees, disbursements, and applicable taxes.

The defendants deny all allegations and deny any wrongdoing or liability. The Court has not taken any position on the merits of the arguments of either the plaintiffs or the defendants, but has determined that the Settlement Agreement is fair, reasonable, and in the best interests of the Class Members. A term of the settlement is that all Canadian class actions (whether proposed or certified) relating to AMS Women's Pelvic Mesh Devices will be dismissed (except in Quebec where the class action will be declared as settled out of court), which means that the lawsuits have come to an end, and there will be no trial.

Class Members who suffered certain injuries alleged to be associated with their AMS Women's Pelvic Mesh Devices and who satisfy the eligibility criteria set out in the Compensation Protocol may be entitled to benefits that will be based on a points system.

Until all claims have been adjudicated it will not be possible to determine the exact value of the compensation that may be paid to eligible claimants.

¹ See attached Schedule A for the complete list of AMS Women's Pelvic Mesh Devices.

The Settlement Agreement, Compensation Protocol, related exhibits and other documents are available at the settlement website www.amsmeshclassactions.ca, and copies can be requested from the Claims Administrator and/or Class Counsel as listed below.

WHO IS INCLUDED?

The settlement applies to:

- a) All persons resident in Canada who have been implanted with an AMS SUI Transvaginal Mesh Device at any time on or before **May 28, 2015** (the “Primary SUI Class”);
- b) All persons resident in Canada who by virtue of a personal relationship to one or more of such persons described in (a) above, have standing in this action pursuant to section 61(1) of the *Family Law Act*, RSO 1990, c F 3, or analogous provincial legislation or at common law (the “Family SUI Class”);
- c) All persons resident in Canada who have been implanted with an AMS POP Transvaginal Mesh Device at any time on or before **May 28, 2015** (the “Primary POP Class”); and
- d) All persons resident in Canada who, by virtue of a personal relationship to one or more of such persons described in (c) above, have standing in this action pursuant to section 61(1) of the *Family Law Act*, RSO 1990, c F 3 or analogous provincial legislation or at common law (the “Family POP Class”).

AND

- a) All persons resident in Canada who have been implanted with an AMS SUI Transvaginal Mesh Device and/or any AMS POP Transvaginal Mesh Device at any time after **May 28, 2015**;
- b) All persons resident in Canada who were or are implanted with one or more Additional AMS SUI and POP Mesh Device(s); and
- c) Individuals who, by virtue of a personal relationship to one or more of such persons described in (a) or (b) above, have standing in this action pursuant to section 61(1) of the *Family Law Act*, RSO 1990, c F 3, or analogous provincial legislation or at common law (the “Expanded Class”).

If you are included in one of these Classes and did not opt out of the class actions, you are bound by the terms of the Settlement Agreement and may qualify for compensation.

MAKING A CLAIM

Pursuant to the Compensation Protocol, there are two claims periods.

The Initial Claim Period is designed to compensate Class Members for injuries they have suffered to date. To claim as part of the Initial Claim Period, you must complete and submit a claim form (including the necessary supporting documentation) to the Claims Administrator before **[date, 2020]**. **If you do NOT submit your Claim on time, your claim will not be adjudicated, and you will not be eligible for any benefits under the Settlement Agreement unless you submit a claim in the Supplemental Claim Period.**

The Supplemental Claim Period is designed to compensate Class Members for injuries sustained after [date, 2020] or for worsening injuries during that time period and to compensate Class Members who missed the Initial Claim Period deadline. To claim as part of the Supplemental Claim Period, you must complete and submit a claim form (including the necessary supporting documentation) to the Claims Administrator before **[DATE, 2022]**. **If you do NOT submit your Claim by [date, 2022] your claim will not be adjudicated, and you will not be eligible for any benefits under the Settlement Agreement.**

Class Members are encouraged to contact the Claims Administrator or Class Counsel to receive important updates and a reminder of the deadline for the Supplemental Claim Period.

For further details on how claims will be evaluated, you should refer to the Compensation Protocol available at www.amsmeshclassactions.ca

The claim form requires that you provide medical records which can be time consuming to retrieve. **It is very important that you start this process as soon as possible, if you or your counsel have not already done so.** You may wish to retain a lawyer to assist you in this process. You can retain Class Counsel or a lawyer of your choice. Class Counsel will not charge more than 15% of your individual recovery (plus disbursements and applicable taxes) for assisting in this process.

IMPORTANT DEADLINES

It is important that you contact the Claims Administrator or Class Counsel with Class Counsel to receive direct notice of pending deadlines.

DATE, 2020 [120 days after the last day on which the Settlement Approval Notice is published] - Deadline to Submit your claim in the Initial Claim Period

DATE, 2022 [2 years after the Initial Claims Deadline] - Deadline to Submit your claim in the Supplemental Claim Period

LEGAL FEES

The Ontario Superior Court of Justice approved Class Counsel's legal fees, disbursements, and applicable taxes in the amount of \$XX. Class Counsel were retained on a contingency basis and were responsible for funding all expenses incurred in pursuing this litigation.

**FURTHER
INFORMATION**

If you have questions about the Settlement Agreement, Compensation Protocol and/or would like to obtain more information and/or copies of the settlement documents, please visit the settlement website at www.amsmeshclassactions.ca or contact the Claims Administrator at 1-866-571-7804 or:

AMS TVM Class Actions

c/o RicePoint Administration Inc.
PO Box 4454, Toronto Station A
25 The Esplanade
Toronto, ON M5W 4B1
[email address]

You can also contact Class Counsel at any of the firms listed below. There is **no charge** to speak with Class Counsel to discuss the class actions.

Siskinds LLP
680 Waterloo St.
London, ON N6A 3V8
Elizabeth deBoer
Tel: 1-800-461-6166
x2367

Siskinds, Desmeules sencl
Les Promenades du Vieux-
Québec
43, rue Buade, bur 320
Québec, QC G1R 4A2
Erika Provencher
Tel: 418-694-2009

Rochon Genova LLP
900-121 Richmond St. W.
Toronto, ON M5H 2K1
Joel P. Rochon
Tel: 416-363-1867

Merchant Law Group
100-2401 Saskatchewan Dr.
Regina, SK S4P 4H8
Evatt Merchant
Tel: 306-359-7777

This Notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

This Notice was authorized by the Ontario Superior Court of Justice

SCHEDULE "A"
LIST OF DEVICES

AMS Women's Pelvic Mesh Devices consist of AMS SUI Transvaginal Mesh Devices, AMS POP Transvaginal Mesh Devices, and Additional AMS SUI and POP Mesh Devices.

AMS SUI Transvaginal Mesh Devices are:

- SPARC® (including, but not limited to, SPARC® Sling System),
- BioArc® (including, but not limited to, BioArc® TO Sling Kit, BioArc® TO System with InteXen® LP, BioArc® SP Sling Kit and BioArc® SP System with InteXen® LP),
- Monarc® (including, but not limited to, Monarc® Subfascial Hammock, Monarc® C Subfascial Hammock and Monarc® + Subfascial Hammock),
- MiniArc® (including, but not limited to, MiniArc® Single-Incision Sling System, MiniArc® Precise™ Single-Incision Sling System, and MiniArc® Pro™ Single-Incision Sling System),
- In-Fast® (including, but not limited to, In-Fast® Bone Screw System, In-Fast Ultra® Bone Screw System, In-Fast® Sling System, In-Fast Ultra® Sling System and In-Fast® with Influence-TRG Gelseal)
- RetroArc™ (including, but not limited to, RetroArc™ Retropubic Sling System);
- BioArc® (including, but not limited to, BioArc® TO Sling Kit, BioArc® TO System with InteXen® LP, BioArc® SP Sling Kit and BioArc® SP System with InteXen® LP),
- Monarc® (including, but not limited to, Monarc® Subfascial Hammock, Monarc® C Subfascial Hammock and Monarc® + Subfascial Hammock),
- MiniArc® (including, but not limited to, MiniArc® Single-Incision Sling System, MiniArc® Precise™ Single-Incision Sling System, and MiniArc® Pro™ Single-Incision Sling System),
- In-Fast® (including, but not limited to, In-Fast® Ultra® Sling System and In-Fast® with Influence-TRG Gelseal),
- RetroArc™ (including, but not limited to, RetroArc™ Retropubic Sling System),
- Apogee® (including, but not limited to, Apogee® Vault Suspension System, Apogee® System with Cape, Apogee® System with Bio-Cape, Apogee® Enhanced, Apogee® System with IntePro®, Apogee® System with IntePro® Lite, and Apogee® System with InteXen® LP),
- Elevate® (including, but not limited to, Elevate® Apical and Posterior Prolapse Repair System with IntePro® Lite, Elevate® Apical & Posterior Prolapse Repair System with InteXen® LP, Elevate® Anterior & Apical Prolapse Repair System with IntePro® Lite,

Elevate® Anterior & Apical Prolapse Repair System with InteXen® LP, Elevate® PC Apical & Posterior Prolapse Repair System, and Elevate® PC Anterior & Apical Prolapse Repair System), and

- Perigee® (including, but not limited to, Perigee® System, Perigee® System with IntePro®, Perigee® System with Biologic InteGraft, Perigee® Enhanced, Perigee® System with IntePro® Lite, Perigee® Plus, Perigee® Plus with IntePro® Lite and Perigee® System with InteXen® LP).

AMS POP Transvaginal Mesh Devices are:

- Apogee® (including, but not limited to, Apogee® Vault Suspension System, Apogee® System with Cape, Apogee® System with Bio-Cape, Apogee® Enhanced, Apogee® System with IntePro®, Apogee® System with IntePro® Lite, and Apogee® System with InteXen® LP),
- Elevate® (including, but not limited to, Elevate® Apical and Posterior Prolapse Repair System with IntePro® Lite, Elevate® Apical and Posterior Prolapse Repair System with InteXen® LP, Elevate® Anterior & Apical Prolapse Repair System with IntePro® Lite, Elevate® Anterior & Apical Prolapse Repair System with InteXen® LP, Elevate® PC Apical & Posterior Prolapse Repair System, and Elevate® PC Anterior & Apical Prolapse Repair System), and
- Perigee® (including, but not limited to, Perigee® System, Perigee® System with IntePro®, Perigee® System with Biologic InteGraft, Perigee® Enhanced, Perigee® System with IntePro® Lite, Perigee® Plus, Perigee® Plus with IntePro® Lite and Perigee® System with InteXen® LP).

Additional AMS SUI and POP Mesh Devices are:

- Straight-In Sacral Colpopexy System,
- InteMesh Silicone-coated sling/silicone-coated surgical mesh with or without InhibiZone,
- InteXen Porcine Dermal Matrix,
- Intepro Large pore polypropylene Y mesh, and
- Triangle

Approval of Settlement of Canadian AMS Women's Pelvic Mesh Litigation

TORONTO – **DATE, 2019** – Siskinds LLP, Siskinds, Desmeules s.e.n.c.r.l., Rochon Genova LLP, and Merchant Law Group announced today court approval of a Canada-wide settlement reached in two class actions related to certain women's pelvic mesh devices for treatment of Pelvic Organ Prolapse ("POP") and Stress Urinary Incontinence ("SUI") manufactured and distributed by American Medical Systems Canada Inc. and American Medical Systems, Inc. ("AMS"). The class actions, which were commenced in 2012 against AMS and Endo Pharmaceuticals, allege various injuries associated with AMS' women's pelvic mesh devices.

The settlement applies to all Canadian women who have been implanted with one or more of these device(s) at any time on or before **June 25, 2019** and provides for the payment by the defendants of \$20,858,488.48 (Canadian dollars) for eligible claims, administration costs, health care expenses incurred by Provincial Health Insurers and legal fees.

"We are very pleased with this significant settlement and look forward to implementation of the compensation program" said Jill McCartney of Siskinds. "We would like to commend American Medical Systems for putting this compensation program in place for Canadian women and finally resolving the claims of participating Class Members."

The proposed Settlement is not an admission of liability on the part of the defendants, nor has there been any finding of liability by the Court against them. The defendants deny the allegations made in the lawsuits.

The settlement was approved by the Ontario Superior Court of Justice on **DATE, 2019** and was recognized and enforced by the Superior Court of Québec on **DATE, 2019**. The Ontario Court also approved the Compensation Protocol, which governs which Class Members are eligible for compensation and in what amount. For information about the eligibility criteria and compensation levels, you should review the long-form Notice, the Compensation Protocol and the Settlement Agreement and related documents at www.amsmeshclassactions.ca, or contact the Claims Administrator or Class Counsel at the addresses below.

Class Members Can Claim Compensation

Class Members can now submit claims for compensation which will be adjudicated by the Claims Administrator pursuant to the eligibility terms of the Compensation Protocol. Further information relating to the proposed settlement, including copies of the Settlement Agreement, Compensation Protocol, and related documents, and how to make a claim, including a copy of the claim form, is available at www.amsmeshclassactions.ca or by calling the Claims Administrator at 1-866-571-7804.

Pursuant to the Compensation Protocol, there will be an Initial Claim Period, which will end on **DATE, 2020**, and a Supplemental Claim Period, ending on **DATE, 2022**. The Supplemental Claim Period is designed to compensate Class Members for injuries sustained after **DATE, 2020**,

or for worsening injuries during that time period, and to compensate women who miss the Initial Claim Period deadline.

To qualify in the Initial Claim Period, claims must be submitted (postmarked) by DATE, 2020.

Filing a claim is complex and requires medical records which will take time to retrieve. As a result, you may wish to retain a lawyer to assist you. You can retain Class Counsel or a lawyer of your choice.

The law firms of Siskinds LLP, Siskinds, Desmeules s.e.n.c.r.l., Rochon Genova LLP and Merchant Law Group represent the Class Members and may be contacted as follows:

Siskinds LLP 680 Waterloo St. London, ON N6A 3V8 Elizabeth deBoer Tel: 1-800-461-6166 x2367	Siskinds, Desmeules senecl Les Promenades du Vieux- Québec 43, rue Buade, bur 320 Québec, QC G1R 4A2 Erika Provencher Tel: 418-694-2009	Rochon Genova LLP 900-121 Richmond St. W. Toronto, ON M5H 2K1 Joel P. Rochon Tel: 416-363-1867	Merchant Law Group 100-2401 Saskatchewan Dr. Regina, SK S4P 4H8 Evatt Merchant Tel: 306-359-7777
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If you have questions about the Settlement Agreement, Compensation Protocol and/or would like to obtain more information, please visit www.amsmeshclassactions.ca, or contact the Claims Administrator as follows:

AMS TVM Class Actions
c/o RicePoint Administration Inc.
PO Box 4454, Toronto Station A
25 The Esplanade
Toronto, ON M5W 4B1
[email address]
1-866-571-7804

Amended AMS Women's Pelvic Mesh Class Actions Notice Plan

Capitalized terms used in this Notice Plan have the meanings assigned in the Settlement Agreement.

The Hearing Notice and the Settlement Approval Notice (the "Notices") shall be distributed in the following manner:

Direct Notice

1. Each firm defined as "Class Counsel" will send the Notices (**modified short form**) directly to all Class Members or possible Class Members known to them. Where the person is located in Quebec (or otherwise specifically requests), the Notices will be sent in French.
2. The Notices (full form) and/or the Opt Out Form will be provided by Class Counsel to any person who requests it.
3. Class Counsel will post the Notices (full form), and Opt out Forms in English and French, on their websites;

Printed News Notice

4. The Notices will be published in short form once in the following newspapers, in either English or French, as is appropriate for each newspaper, subject to each having reasonable publication deadlines and costs:
 - (a) The Globe and Mail, national edition;
 - (b) National Post, national edition
 - (c) The Vancouver Sun (BC)
 - (d) Times Colonist (Victoria, BC)
 - (e) Courier (Kelowna, BC)
 - (f) The Edmonton Journal (AB)
 - (g) The Calgary Herald (AB)
 - (h) The Lethbridge Herald (AB)

- (i) The Red Deer Advocate (AB)
- (j) The Leader-Post (Regina, SK)
- (k) The StarPhoenix (Saskatoon, SK)
- (l) Winnipeg Free Press (MB)
- (m) Toronto Star (ON)
- (n) The Spectator (Hamilton, ON)
- (o) Ottawa Citizen (ON)
- (p) Waterloo Region Record (ON)
- (q) The Windsor Star (ON)
- (r) The London Free Press (ON)
- (s) Le Journal de Montreal (QC)
- (t) The Gazette (Montreal, QC)
- (u) Le Journal de Québec (QC)
- (v) L'écho de Trois-Rivieres (QC)
- (w) Le Nouvelliste (Trois-Rivieres, QC)
- (x) Le Quotidien (QC)
- (y) Le Réveil (QC)
- (z) The Chronicle-Herald (Halifax, NS)
- (aa) The Guardian (Charlottetown, PEI)
- (bb) New Brunswick Telegraph Journal (NB)
- (cc) The Times & Transcript (Moncton, NB)
- (dd) The Telegram (St. John's NL)

Digital News Notice

5. A digital notice campaign will be established by the Claims Administrator using banner advertisements (abridged form) directing potential Class Members to the Settlement Website

where they will be able to obtain more information about the Settlement Agreement. The banner advertisements will be displayed on the following online news sources, in English and French as proportionate to the population:

- (a) theglobeandmail.com
- (b) lapresse.ca

Settlement Website

6. The Notices (full form) will be posted in English and French on www.amsmeshclassactions.ca for the purpose of this Settlement Agreement (the “Settlement Website”). All Notices will direct potential Class Members to the Settlement Website where they will be able to obtain more information about the Settlement Agreement, review the Settlement Agreement and related documents, download the Opt Out Form and claim forms and communicate with the Claims Administrator.

Press Release

- 7. A national press release will be issued in English and French through Canada Newswire.
- 8. Class Counsel may apply to the Court on notice to the Defendants for approval to make any further distribution of Notices to Class Members as may be deemed necessary to facilitate their interests in the settlement.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at London, ON
Transferred to Toronto, ON

Proceedings under the *Class Proceedings Act, 1992*

**ORDER
(SETTLEMENT APPROVAL)**

Siskinds LLP
Barristers & Solicitors
680 Waterloo Street
London, ON N6A 3V8

Charles M. Wright LSO#: 36599Q
Daniel Bach LSO#: 52087E
Jill McCartney LSO#: 50632S
Elizabeth deBoer LSO#: 47558Q

Tel: (416) 594-4376
Fax: (416) 594-4377

Rochon Genova LLP
Barristers & Solicitors
121 Richmond Street West
Suite 900
Toronto, ON M5H 2K1

Joel P. Rochon LSO#: 28222Q

Tel: (416) 363-1867
Fax: (416) 363-0263

Lawyers for the Plaintiffs