

**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.

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”);

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

- 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 **July 27, 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 July 27, 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 **July 27, 2022**. **If you do NOT submit your claim by July 27, 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 to receive direct notice of pending deadlines.

July 27, 2020 - Deadline to Submit your claim in the Initial Claim Period

July 27, 2022 - 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 \$4,945,462.50. 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.
P.O. Box 4454, Toronto Station A
25 The Esplanade
Toronto, ON M5W 4B1
amsmeshclassaction@ricepoint.com

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, Ontario,
N6A 3V8
Elizabeth deBoer
Tel: 1-800-461-6166

Siskinds, Desmeules s.e.n.c.r.l.

Les Promenades du Vieux-Québec
43, rue de Buade, bureau 320
Québec, Québec,
G1R 4A2
Erika Provencher
Tel: 418-694-2009

Rochon Genova LLP

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

Merchant Law Group

100-2401, Saskatchewan Dr.
Regina, Saskatchewan,
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), and
- RetroArc™ (including, but not limited to, RetroArc™ Retropubic Sling System).

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.