

SETTLEMENT AGREEMENT

Made as of January 19, 2026

B E T W E E N :

**DARRYL GEBIEN, STEPHEN PYE, MICHAEL ROELOFSEN, REBECCA STINTON,
AMANDA CANELLA, MEGAN BRAYSHAW, AND SIOBHAN MACKENZIE**

(the “**Plaintiffs**”)

-and-

PURDUE PHARMA INC. and PURDUE FREDERICK INC.

(the “**Settling Defendants**”)

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RECITALS

- A. **WHEREAS**, on May 15, 2019, the plaintiff, Darryl Gebien commenced a proposed class action in the Ontario Superior Court of Justice, bearing Court File No. CV-19-00620048CP (the “**National Opioids Class Action**”);
- B. **AND WHEREAS** the National Opioids Class Action was brought against numerous defendants, including Purdue Pharma Inc. and Purdue Frederick Inc. (collectively the “**Settling Defendants**”);
- C. **AND WHEREAS**, in the National Opioids Class Action, the Plaintiffs allege that the Defendants’ conduct in the promotion, marketing and sale of opioids resulted in, among other things, harm to Class Members (defined below);
- D. **AND WHEREAS** the Settling Defendants deny all the allegations asserted by the Plaintiffs in the National Opioids Class Action, and maintain that they have good and valid defences to the claims asserted therein;
- E. **AND WHEREAS** the certification motion in the National Opioids Class Action was directed to proceed in two phases by direction of Justice Perell dated December 12, 2022, with Phase One being for a determination of: (a) the Defendants’ Rule 21 or Rule 25.11 motions to strike the Fresh as Amended Statement of Claim; (b) certain Defendants’ Rule 21 motions to stay the Plaintiff’s action on the grounds of want of jurisdiction *simpliciter* or on the grounds of *forum non conveniens*; and (c) whether or not the Plaintiff has satisfied the cause of action criterion test for certification;
- F. **AND WHEREAS** the Court heard Phase One of the certification motion and found that the Plaintiffs have made out causes of action in breach of the *Competition Act*, negligent misrepresentation, fraudulent misrepresentation and deceit, and breach of duty to warn;
- G. **AND WHEREAS** additional representative plaintiffs were added to the National Opioids Class Action by Second Fresh as Amended Statement of Claim filed on April 30, 2024, and further amended on August 13, 2025 (the “**Claim**”);
- H. **AND WHEREAS** the hearing for Phase Two of the certification motion is scheduled to commence on March 23, 2026;
- I. **AND WHEREAS** the Plaintiffs and the Settling Defendants participated in two days of mediation with Vance Cooper, on November 28, 2024, and September 3, 2025, with continued arm’s-length settlement discussions in the ten months between those mediation sessions;
- J. **AND WHEREAS** the Parties have agreed to enter into this Settlement Agreement in order to achieve a full and final resolution of the claims against the Settling Defendants in the National Opioids Class Action;
- K. **AND WHEREAS** the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on Class Counsel’s analysis of the facts

and law applicable to the Plaintiffs' claims asserted in the National Opioids Class Action, and having regard to the burdens and expense of prosecuting the National Opioids Class Action, including, in particular, the risks and uncertainties associated with summary judgment, trials and appeals, the Chapter 11 proceedings filed in the U.S. involving various companies and persons related to Purdue Canada, and taking into account the likely maximum recovery for the Class weighed against those costs, risks, uncertainties and delays, the Plaintiffs and Class Counsel have both concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Class;

- L. **AND WHEREAS**, as part of the negotiated settlement, the Settling Defendants will have no involvement in the formulation and implementation of the claims and distribution process for Class Members;
- M. **AND WHEREAS** the Plaintiffs and Class Counsel agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by, or evidence against the Settling Defendants, or evidence of the truth of any of the Plaintiffs' allegations against the Settling Defendants, and the Settling Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Plaintiffs, or evidence of the truth or validity of any of the Settling Defendants' defences or arguments against the Plaintiffs' claims;
- N. **AND WHEREAS** the Parties therefore wish to, and hereby do, finally resolve the claims against the Settling Defendants in the National Opioids Class Action and all Released Claims (as defined below), subject to the approval of this Settlement Agreement by the Ontario Superior Court of Justice;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the claims against the Settling Defendants in the National Opioids Class Action shall be settled on the following terms and conditions:

1. DEFINITIONS

- 1.1 The following terms, as used in this Settlement Agreement, including the Recitals, mean:
 - (a) **"Bourassa Class Action"** means the class action styled as *Bourassa c. Abbott Laboratories Ltd. et al* (500-06-001004-197) in the Quebec Superior Court of Justice.
 - (b) **"Class"** or **"Class Members"** means all persons in Canada, save for Excluded Persons, who were prescribed or consumed any Product, together with their heirs, and any member of the Family Law Class;
 - (c) **"Class Counsel"** means Koskie Minsky LLP.

- (d) “**Class Counsel Fees**” include the fees, disbursements, costs, interest, HST and other applicable taxes or charges of Class Counsel in respect of the prosecution of the National Opioids Class Action as approved by the Court.
- (e) “**Class Notice**” means the notice, substantially in the form of **Schedule “B”**, to inform the Class Members of (i) the certification of the National Opioids Class Action, (ii) the process by which Class Members may opt out; (iii) the date of the hearing to approve this Settlement Agreement; (iv) the key terms of this Settlement Agreement; (v) the process by which Class Members may object to this Settlement Agreement; and (vi) any requested Class Counsel Fees or amounts sought under the Funding Agreement (defined below).
- (f) “**Class Notice Date**” means the date that the Class Notice is first published in accordance with the Notice Approval Order.
- (g) “**Court**” means the Ontario Superior Court of Justice.
- (h) “**Defendants**” means all defendants named as parties in the National Opioids Class Action.
- (i) “**Disbursements**” means Court-approved disbursements, inclusive of taxes, incurred by Class Counsel in the prosecution of the National Opioids Class Action and the administration of this Settlement Agreement.
- (j) “**Distribution Protocol**” means a plan for distributing the Settlement Fund and accrued interest to the Class, to be approved by the Court at a later date.
- (k) “**Effective Date**” means (i) the date upon which the ability to appeal from the anticipated Settlement Approval Order expires; or (ii) if any appeal is taken from the Settlement Approval Order, then the Effective Date shall be the date upon which any such appeal is concluded by way of a Final order.
- (l) “**Excluded Persons**” means:
 - (i) any person who was prescribed OxyContin® or OxyNEO® in Canada at any time between January 1, 1996 and February 28, 2017 inclusive, and was not prescribed any other Products, as defined below, at any time during the Class Period;
 - (ii) any officer or director of any of the Defendants; or
 - (iii) Any person who is a member of the class in Bourassa Class Action.
- (m) “**Family Law Class**” and “**Family Law Class Members**” means all persons within Canada, except for Excluded Persons, who by reason of his or her relationship to a Class Member have standing pursuant to s. 61(1) of the *Family Law Act*, R.S.O. 1990, c. F. 3., or equivalent legislation in other provinces and territories, or under the common law or in equity.

- (n) “**Final**”, when used in relation to a Court order, means all rights of appeal from such order or judgment have expired or have been exhausted and that the ultimate court of appeal (or court of last resort) to which an appeal (if any) was taken has upheld such order.
- (o) “**Funding Agreement**” means the Amended and Restated Litigation Funding Agreement executed on October 2, 2023, between the plaintiff Darryl Gebien, Koskie Minsky LLP, and Omni Bridgeway (Fund 5) Canada Investments Ltd., as approved by Order of Justice Perell dated October 3, 2023.
- (p) “**Honoraria**” or “**Honorarium**” means honoraria or an honorarium, if any, to be paid to the Plaintiffs in an amount determined by the Court.
- (q) “**Litigation Funder**” means Omni Bridgeway (Fund 5) Canada Investments Ltd.
- (r) “**MW Class Action**” means the putative class action number S1914317 styled as *MW v. Apotex Inc. et al.* in the British Columbia Supreme Court.
- (s) “**Net Settlement Amount**” means the net amount remaining of the Settlement Amount (defined below) after deducting any Court-approved expenses, including Class Counsel Fees, notice costs, administration costs, and any amounts payable under the Funding Agreement.
- (t) “**Non-Settling Defendants**” means the Defendants named in the National Opioids Class Action except for the Settling Defendants.
- (u) “**Notice Approval Order**” means the order of the Court, in the form of **Schedule “A”**, approving the Notice Plan, as modified by the Court.
- (v) “**Notice of Approval**” means notice that the Settlement Approval Order (defined below) has been issued, which will be in a form to be agreed upon by the Parties.
- (w) “**Notice Plan**” means the plan for disseminating the Class Notice and Notice of Approval to the Class Members as described in **Schedule “C”**.
- (x) “**Objection**” means an objection to the Settlement Agreement by a Class Member made in the manner and within the time frame set out in Section 6 of this Settlement Agreement.
- (y) “**Objection Form**” means the form to be completed to set out an Objection, which is set out as **Schedule “E”**.
- (z) “**Opt Out Deadline**” means 11:59 p.m. on the date that is 60 days after the Class Notice Date.
- (aa) “**Opt Out List**” means the complete and accurate list compiled by the Notice Administrator of all Class Members who have timely and validly opted out of the

National Opioids Class Action in accordance with the terms of this Settlement Agreement.

- (bb) “**Opt Out Request**” means the document included as **Schedule “F”** to this Settlement Agreement.
- (cc) “**Opt Out Threshold**” means the number of opt outs specified in the *Confidential Purdue Canada Opt Out Threshold Agreement*, which triggers the Settling Defendants’ right to terminate the Settlement Agreement at their sole and absolute discretion.
- (dd) “**Parties**” means the signatories to this Settlement Agreement, being the Plaintiffs and the Settling Defendants, and “**Party**” means any one thereof.
- (ee) “**Plaintiffs**” means Darryl Gebien, Stephen Pye, Michael Roelofsen, Rebecca Stinton, Amanda Canella, Megan Brayshaw, and Siobhan Mackenzie.
- (ff) “**Product**” means a class of drugs that include a chemical compound that is naturally found in the opium poppy plant or which are synthetically made using the same chemical structure, and include (but are not limited to) Buprenorphine, Buprenorphine-Naloxone, Butorphanol, Codeine, Diamorphine, Fentanyl, Hydrocodone, Hydromorphone, Meperidine, Methadone, Morphine, Morphine Sulphate, Normethadone, Opium, Oxycodone, Oxymorphone, Pentazocine, Tapentadol, and Tramadol and includes, without limitation, any opioid agonist and any precursor or component of any Product, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials or other substances, finished active pharmaceutical ingredients, or any related intermediate of any Product, and also includes, without limitation, any drug identified as an opioid, opioid drug or opioid product in the National Opioids Class Action and any other controlled substance alleged to have contributed to, caused, or impacted the opioid crisis or alleged to be abused in combination with opioid products, including without limitation Benzodiazepines, Carisoprodol, Gabapentin, and Zolpidem.
- (gg) “**Released Claims**” means any and all claims, obligations, demands, actions or causes of action, whether in law, statute, in equity or otherwise, whether known or unknown, foreseeable or unforeseeable, present or contingent, suspected or unsuspected, or asserted or unasserted, for any and all injuries, damages, harms, wrongs or losses whatsoever, regardless of the legal or factual theory or basis, existing in the past, now or which may exist in the future, which the Releasors may now or hereafter have, own, or claim to have, against the Releasees relating to or arising from any or all of the facts, events, circumstances, acts, omissions, conduct, statements and/or allegations of wrongdoing of whatever kind that occurred or are alleged to have occurred in any way connected with, related to, or associated with any allegations in any way arising out of or relating directly or indirectly to any of the allegations made or that could have been made or may be made in the National Opioids Class Action or the MW Class Action, including and without limitation, claims that relate to the manufacture, supply, distribution, prescription, dispensing,

sale, payment, purchase, use, ingestion, clinical trials and investigation, administration, regulatory approval, regulatory compliance, promotion, research, design, development, formulation, marketing, advertising or labelling of any Products inclusive of misrepresentation or failure to warn of any risk, side effect or adverse event relating to, arising from or in any way resulting from use of Products, whether known or unknown, without regard to the subsequent discovery or existence of different or additional facts or outcomes, including, but not in any sense limited to, all claims, obligations, demands, actions or causes of action that were or could have been or may become asserted in the National Opioids Class Action or the MW Class Action. For greater certainty, the Released Claims include, without limitation, all claims of any kind related thereto, whether for disgorgement, losses, harms, equitable or other compensation, or damages, whether under legislation, common law, Québec civil law, in equity, or under customary law, and remedies of whatever kind or character, including and without limitation, compensatory, declaratory, common law, customary law, equitable, punitive, aggravated, exemplary, statutory and/or multiple damages, known or unknown, past, present or future, foreseeable or not, that were ever, are now, or may in the future be recognized by law.

- (hh) “**Releasees**” means jointly and severally, individually and collectively, the Settling Defendants and Purdue Pharma (an Ontario limited partnership), as well as their respective predecessors and successors, parents, affiliates, subsidiaries, associated companies, divisions, general and limited partners, and all of their respective current and former shareholders, trusts, trustees, foundations, assigns, insurers, officers, directors, employees, agents, lawyers, attorneys, mandataries, representatives, independent contractors, consultants, suppliers, distributors, insurers, principals, owners, and partners, including but not limited to any person, firm, trust, partnership, corporation, company or other entity or combination thereof, which directly or indirectly: (i) controls; (ii) is controlled by; or (iii) is under common control with the Settling Defendants or Purdue Pharma (an Ontario limited partnership). The terms “control” and “controlled” mean ownership of fifty percent or more, including ownership by one or more trusts with substantially the same beneficial interests, of the voting and equity rights of such person, firm, trust, partnership, corporation, company or other entity or combination thereof or the power to direct the management of such person, firm, trust, partnership, corporation, company or other entity or combination thereof. For certainty and without limitation, Releasees include John Stewart, Craig Landau, and the Sackler Family Members.¹ For greater certainty, the Releasees do not include any of the Non-Settling Defendants;
- (ii) “**Releasors**” means, jointly and severally, individually and collectively, the Plaintiffs and the Class Members, and their respective successors, heirs, executors,

¹ **Sackler Family Members**” means: (i) the deceased Raymond R. Sackler and Mortimer D. Sackler; (ii) all persons who are descendants to the remotest degree of either Raymond R. Sackler or Mortimer D. Sackler; (iii) all current, former and future spouses of any individual identified in the foregoing clauses (i) and (ii); (iv) the estate of any individual identified in the foregoing clauses (i), (ii) and (iii); and (v) trusts for the benefit of any of the foregoing.

guardians, insurers, administrators, trustees, assigns, devisees or representatives of any kind.

- (jj) “**Settlement Agreement**” means this agreement, including the Recitals and Schedules.
 - (kk) “**Settlement Amount**” means the all-inclusive amount of Twenty-Eight Million Five Hundred Thousand Canadian Dollars (CAD \$28,500,000.00), payable by the Settling Defendants.
 - (ll) “**Settlement Approval Hearing**” means the hearing by the Court to determine whether to approve this Settlement Agreement in accordance with the *Class Proceedings Act*.
 - (mm) “**Settlement Approval Order**” means the order of the Court approving the terms of this Settlement Agreement, which will be in the form of **Schedule “D”**, as modified by the Court.
 - (nn) “**Settling Defendants**” means Purdue Pharma Inc. and Purdue Frederick Inc.
 - (oo) “**Settling Defendants’ Counsel**” means Borden Ladner Gervais LLP.
 - (pp) “**Settlement Fund**” means the Settlement Amount less any amounts approved by the Court for Class Counsel Fees, Honoraria, Litigation Funder fees and Disbursements.
 - (qq) “**Threshold Notification**” means a notice from the Notice Administrator to Counsel for the Settling Defendants that includes the Opt Out List.
 - (rr) “**Threshold Notification Date**” means the date on which the Threshold Notification is delivered by the Notice Administrator to Counsel for the Settling Defendants, and no later than 7 Days after the Opt Out Deadline.
- 1.2 In the event of any conflict between definitions in the Claim and this Settlement Agreement, the latter shall prevail.

2. BEST EFFORTS TO SECURE COURT APPROVAL

- 2.1 The Parties shall use their best efforts to effectuate this Settlement Agreement and shall cooperate to seek and obtain the Court’s approval of this Settlement Agreement and all other matters addressed herein.
- 2.2 The Settling Defendants will cooperate to provide information in a timely manner to Class Counsel that is reasonable and necessary for the Plaintiffs to seek and obtain court approval of this Settlement Agreement.

2.3 If this Settlement Agreement is not approved by the Court and cannot be amended in a way that satisfies the Parties and the Court, it shall become null and void, with the exception of Sections 9.4 and 17 hereof.

3. CONSENT CERTIFICATION AND NOTICE APPROVAL

A. Consent Certification

3.1 For the purposes of implementing this Settlement Agreement, the Settling Defendants consent to the certification of the National Opioids Class Action, as set forth in the Notice Approval Order, on the terms and conditions of this Settlement Agreement.

B. Class Notice

3.2 After this Settlement Agreement is executed, the Parties shall attend a case conference, and the Plaintiffs shall seek the Court's approval of the Notice Approval Order. The Settling Defendants will consent to the approval of the Notice Approval Order.

3.3 The Notice Approval Order shall be in the form agreed to by the Parties, as set out in **Schedule "A"**. If there are any other settlements for which court approval will be sought together with this Settlement Agreement, the Plaintiffs may seek the consent of the Settling Defendants to combine the respective notice approval motions. Any granting of consent by the Settling Defendants must be in writing and it shall be at the sole, absolute, and unfettered discretion of the Settling Defendants.

3.4 After the Notice Approval Order is made, the Parties will take the necessary steps to fulfil their respective obligations under the Notice Plan.

4. SETTLEMENT APPROVAL PROCESS

4.1 As soon as practicable after the Notice Approval Order is made, and the Class Notice is published in accordance with the Notice Plan, the Plaintiffs shall bring a motion for the Court's approval of the Settlement Approval Order (the "**Settlement Approval Motion**"). The Parties will cooperate in scheduling the Settlement Approval Motion on a mutually convenient date. The Settling Defendants will consent to this motion.

4.2 The Plaintiffs will provide draft copies of all motion materials to Settling Defendants' Counsel before they are finalized and no less than five (5) business days before any applicable filing deadline. The Parties will work cooperatively to address any confidentiality or other reasonable concerns raised by the Settling Defendants prior to filing any motion materials.

4.3 The Settlement Approval Order shall be in the form agreed to by the Parties, as set out in **Schedule "D"**.

5. OPTING OUT

- 5.1 Any Class Member who desires to be excluded from this settlement and the National Opioids Class Action must send an Opt Out Request to Class Counsel at the mailing address stated in the Class Notice before the Opt Out Deadline. The Opt Out Request is included as **Schedule “F”** to this Settlement Agreement.
- 5.2 An election to opt out must be exercised individually by a Class Member, not as or on behalf of a group, class, or subclass, and not by any appointees, assignees, claims brokers, claims filing services, claims consultants, third-party claims organizations, or any organization or association representing a group of Class Members or any one of them, with the exception that an election to opt out may be submitted by a Class Member’s duly authorized representative, including counsel, on an individual basis.
- 5.3 Any Class Member who does not submit a properly completed Opt Out Request before the Opt Out Deadline shall be deemed to remain a Class Member upon the expiry of the Opt Out Deadline and will be bound by the terms of this Settlement Agreement.
- 5.4 Any Class Member who opts out in accordance with the terms of the Settlement Agreement shall no longer be a member of the Class in the National Opioids Class Action and shall not be bound by the Settlement Agreement.
- 5.5 Any Class Member who wishes to object to this Settlement Agreement must comply with the rules for Objection set out in the Class Notice attached hereto as **Schedule “B”** and at Section 6 below.
- 5.6 The Parties hereby confirm that they have agreed to an Opt Out Threshold and that the Opt Out Threshold is confirmed in the *Confidential Purdue Canada Opt Out Threshold Agreement* executed by Class Counsel and Counsel for the Settling Defendants. The Parties agree that the Opt Out Threshold Agreement shall be made available to the Court under seal (if disclosure to the Court is necessary) and shall be treated by the Parties and the Court as strictly confidential and shall not be disclosed to any person other than the Parties and their respective Counsel.
- 5.7 On or before the Threshold Notification Date, the Notice Administrator shall deliver the Threshold Notification to Class Counsel and Counsel for the Settling Defendants.

6. OBJECTIONS TO SETTLEMENT AGREEMENT

- 6.1 Class Members may raise an Objection before the Court at the Settlement Approval Hearing. Class Members who wish to raise an Objection are required to inform Class Counsel in writing of the reasons for their Objection no later than the Opt Out Deadline. An Objection will only be considered valid if it complies with the delivery deadline and contains a completed Objection Form signed by the objector that includes the following information:
- (a) the objector’s full name, mailing address, telephone number, and email address (if available);

- (b) a brief description of the reasons for the Class Member's Objection;
- (c) a statement setting out whether the objector intends to appear at the Settlement Approval Hearing;
- (d) the signature of the Class Member or, in the case of a Class Member under disability, the Class Member's authorized representative; and
- (e) the date on which the Objection is signed.

6.2 Within 2 business days of receiving any Objections, Class Counsel shall provide Counsel for the Settling Defendants with a copy of the Objections. The Plaintiffs shall also file all Objection Forms received with the Court as part of the Settlement Approval Hearing.

7. OPT OUT THRESHOLD AND TERMINATION

7.1 In the event the Opt Out Threshold is exceeded, the Settling Defendants may, at their sole discretion, terminate the Settlement Agreement by giving notice in writing to Class Counsel of their intent to do so within (30) days of the Settling Defendants' receipt of the Threshold Notification. The failure of the Settling Defendants to deliver notice in accordance with this section shall be deemed a waiver of the Opt Out Threshold.

7.2 The Settling Defendants shall maintain their right to waive the Opt Out Threshold. The Plaintiffs, Class Counsel, and Class Members shall possess the entitlements set out in the *Confidential Purdue Canada Opt Out Threshold Agreement*.

7.3 If this Settlement Agreement is terminated pursuant to Section 7.1:

- (a) The Order certifying the National Opioids Class Action as a class proceeding will be set aside and declared null and void and of no force or effect; and
- (b) This Settlement Agreement shall be declared null and void and be without prejudice to any Party, with the exception of Section 9.4 and 17 hereof.

8. DOCUMENTARY DISCLOSURE

8.1 The Parties will agree to a proportionate, targeted and cost-effective protocol for providing documents relating to the National Opioids Class Action. Requests under this protocol will pertain to, among other things, documents relating to the Non-Settling Defendants. This protocol shall include provisions that: (i) the Settling Defendants will make reasonable efforts to respond to requests from the Plaintiffs for documents in a timely manner, including requests for documents relating to the Non-Settling Defendants; (ii) upon written request, the Settling Defendants will provide the Plaintiffs with substantially similar sets of documents as those produced by the Settling Defendants in other class actions concerning the manufacture, sale, distribution, marketing and ingestion of its opioid products in Canada; and (iii) if the Settling Defendants incur out-of-pocket expenses exceeding \$250,000 in aggregate in connection with responding to document requests, they

may decline further document requests, and the matter will be referred to a dispute resolution process.

- 8.2 It is understood and agreed that the Plaintiffs and Class Counsel shall not, without the express written consent of the Settling Defendants, directly or indirectly, use or disclose any documents provided by the Settling Defendants pursuant to, or in any way connected with, this Settlement Agreement for any purpose other than in connection with the National Opioids Class Action, or, except as expressly permitted herein, share any such information or document with any other person, except in the event that a court of competent jurisdiction expressly orders such information or documents to be disclosed. In no circumstances, however, may the Plaintiffs and/or Class Counsel move for or consent to such an order. Promptly upon becoming aware of a motion for such an order, Class Counsel shall immediately notify the Settling Defendants of the motion so that the latter may intervene in such proceedings. The disclosure restrictions set forth herein do not apply to otherwise publicly available documents and information.
- 8.3 Unless otherwise agreed upon in writing, the provisions set forth in this Settlement Agreement are the exclusive means by which the Plaintiffs and Class Counsel may obtain discovery, information or documents from the Settling Defendants or their current or former employees in respect of the National Opioids Class Action. The Plaintiffs and Class Counsel agree that they shall not pursue any other means of discovery against, or seek to compel, other than at trial, the evidence of any Releasee, whether in Canada or elsewhere and whether under the rules or laws of this or any other Canadian or foreign jurisdiction.

9. PAYMENT OF SETTLEMENT AMOUNT

- 9.1 Within fifteen (15) days of the final execution of the Settlement Agreement, the Settlement Amount shall be paid by the Settling Defendants to the Settling Defendants' Counsel, to be held in trust for the exclusive benefit of the Class Members, subject to Court approval of the Settlement Agreement.
- 9.2 Within five (5) business days of the Effective Date of the Settlement Agreement, the Settlement Amount and all interest accrued thereon while held in trust shall be paid to Class Counsel in trust for the benefit of the Class Members. Such payment of the Settlement Amount shall be made by wire transfer by the Settling Defendants' Counsel to Class Counsel's trust account (the "**Trust Account**"). Prior to the Settlement Amount becoming due, Class Counsel will provide to Settling Defendants' Counsel, in writing, the following information necessary to complete the wire transfer: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.
- 9.3 The Settlement Amount shall constitute the full, complete and final amount payable by the Settling Defendants under this Settlement Agreement, in capital, interest, additional indemnity, fees and costs of all kinds. The Settling Defendants shall not be liable to pay any amount other than the Settlement Amount under this Settlement Agreement, including without limitation any costs or fees to the Plaintiffs, the Class Members or Class Counsel.

- 9.4 If the Settlement Agreement becomes null and void in accordance with Section 2.3 or Section 7.1 above, the Settlement Amount and all interest thereon shall be returned to the Settling Defendants within fifteen (15) business days.
- 9.5 If the Settlement Approval becomes Final and payment of the Settlement Amount is made in accordance with Section 9.2 above, Class Counsel shall maintain the Trust Account and shall not pay out any monies from the Trust Account except in accordance with an order of the Court.

10. TAXES AND INTEREST

- 10.1 All interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Class Members and shall remain part of the Trust Account.
- 10.2 Subject to Section 10.3, all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be the responsibility of the Class. Class Counsel shall be responsible to fulfil all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.
- 10.3 The Settling Defendants shall have no responsibility to make any income tax filings relating to the Settlement Amount or Settlement Fund and will have no responsibility to pay tax on any income earned by the Settlement Amount after it has been transferred to the Trust Account, or on the Settlement Fund or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement becomes null and void, in which case the interest earned on the Settlement Amount, including on the Settlement Fund, shall be paid to the Settling Defendants.

11. NO INVOLVEMENT OF SETTLING DEFENDANTS IN CLAIMS ADMINISTRATION

- 11.1 There will be no involvement of the Settling Defendants in the formulation or implementation of the Distribution Protocol, or any other aspect of the claims and distribution process, relating to this or any other settlement in the National Opioids Class Action.
- 11.2 For the sake of clarity, this Settlement Agreement is in no way conditional upon the formulation or approval of a Distribution Protocol.

12. CLASS COUNSEL FEES AND OTHER AMOUNTS

- 12.1 At the same time as the Settlement Approval Motion, Class Counsel may bring a motion for the Court's approval of the Class Counsel Fees, payment of Honoraria, and the Litigation Funder's entitlement from the Settlement Amount under the Funding Agreement. The Settling Defendants will not oppose this motion.

- 12.2 The Settling Defendants shall have no standing to oppose a request by Class Counsel to have their fees and disbursements, payment of Honoraria, and payment of any amounts to the Litigation Funder under the Funding Agreement approved.
- 12.3 Any Class Counsel Fees, Honoraria or amounts payable to the Litigation Funder that are approved by the Court shall be paid from the Settlement Amount in the Trust Account, with the remaining balance constituting the Settlement Fund to be maintained by Class Counsel for distribution at a later date.
- 12.4 For the sake of clarity, this Settlement Agreement is in no way conditional upon the approval of any Class Counsel Fees, any amounts payable to the Litigation Funder, or any other amounts payable except for the Settlement Amount under Section 9 of this Settlement Agreement.

13. RELEASES

- 13.1 Unless this Settlement Agreement becomes null and void in accordance with Section 2.3 or Section 7.1 above, the Releasors, upon the Settlement Approval Order becoming Final, will be deemed to have, and by operation of the Settlement Approval Order will have, fully, finally, and forever released, relinquished and discharged the Releasees from all Released Claims.
- 13.2 The Parties intend the Settlement Agreement to be a final and complete resolution of all disputes between them. Every Released Claim against the Releasees is and shall be conclusively and forever compromised, settled and released.
- 13.3 The Releasors hereby acknowledge that the payments and other consideration contained in this Settlement Agreement are full and complete compensation for the Released Claims. They also acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of this Settlement Agreement. It is the Releasors' intention to release fully, finally and forever all Released Claims, and in furtherance of such intention, this release shall be and remains in effect notwithstanding the discovery or existence of any such additional or different facts.
- 13.4 This Settlement Agreement shall be the exclusive remedy for the Releasors against the Releasees.
- 13.5 This Settlement Agreement shall conclusively preclude any claim, action, complaint or proceeding which might be brought in the future by Releasors with respect to the matters covered herein.

14. NO FURTHER CLAIMS

- 14.1 The Releasors shall be barred from initiating or asserting any claim, action, litigation, or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively, or derivatively, against the Releasees for any and all Released Claims.

- 14.2 The Releasors shall not now or hereafter threaten, initiate, institute, pursue, continue, support, maintain or assert, either directly, indirectly, representatively, or derivatively, whether in Canada or elsewhere, any action, suit, cause of action, claim, proceeding, litigation, complaint or demand against or collect or seek to recover from any Releasee or any other person who will or could bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity, or other relief, against any Releasee, in respect of any Released Claim or any claim which arises from or relates to the Released Claims, save and except for the continuation of the National Opioids Class Action against Non-Settling Defendants.
- 14.3 In the event any of the Releasees becomes or remains parties to the National Opioids Class Action, or in respect of Released Claims becomes or remains parties to any action (including any subrogated claim or action), litigation, or other legal proceeding, the Releasors shall not in any way oppose the efforts of such Releasees to be dismissed as parties.
- 14.4 The Releasors covenant that in the event any claim, action (including any subrogated claim or action), litigation, or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, which arises from or relates to allegations which have been, are being, or may be made in National Opioids Class Action, and which results in a claim over or a judgment against one or more of the Releasees, the Releasors shall not collect any amount in respect of the Released Claims.
- 14.5 Except as provided in this Settlement Agreement, or otherwise required by law, no Releasor, inclusive of anyone currently or hereafter employed by or a partner with Class Counsel, may directly or indirectly assist with respect to any claim made or action commenced by any person, other than the Plaintiffs, against the Releasees, which relates to the Released Claims, whether brought in Canada or elsewhere, including by providing any direct or indirect assistance to any plaintiff or any plaintiff's counsel.

15. DISMISSAL OF THE CLAIMS

- 15.1 Upon the Effective Date, the claims against the Settling Defendants in the National Opioids Class Action shall be dismissed with prejudice and without costs.
- 15.2 Notwithstanding Sections 13 and 14, nothing in this Settlement Agreement prevents the articulation of any facts in pleadings where the conduct of the Releasees is relevant to the liability of other Non-Settling Defendants or, additionally, the advancement of claims against Non-Settling Defendants in respect of their associations or relationships with the Releasees.

16. BAR ORDERS

- 16.1 The Plaintiffs and Settling Defendants agree that the Settlement Approval Order must include a bar order from the Court providing for the following:

- (a) The Plaintiffs shall amend their Statement of Claim to exclude from the putative class any class member in the Bourassa Class Action, and the Plaintiffs shall not be entitled to claim or recover from the Non-Settling Defendants and/or any other person or party that is not a Releasee, on behalf of any class member in the Bourassa Class Action, any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, monetary award, taxes, interest, costs (including investigative costs claimed pursuant to Section 36 of the *Competition Act*, R.S.C. 1985, c. C-34), or any other recovery relating to or arising from, directly or indirectly, any matters alleged in the National Opioids Class Action.
- (b) All claims for contribution, indemnity or other claims over against a Releasee, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes, fees and costs, relating directly or indirectly to the Released Claims, which were or could have been brought in the National Opioids Class Action, in the MW Class Action, or otherwise, or could in the future be brought on the basis of the same events, actions and omissions underlying the National Opioids Class Action or otherwise, by any Non-Settling Defendant(s) or any other person who is not a Releasee against a Releasee, are barred, prohibited and enjoined in accordance with the terms of the order.
- (c) In respect of all claims (except a claim pursuant to Section 36 of the *Competition Act*, R.S.C. 1985, c. C-34, which shall be subject to this provision only if the Court determines there is a right of contribution, indemnity or any other claims over, whether in equity or in law, Quebec civil law, by statute or otherwise):
- (i) The Releasers shall not be entitled to claim or recover from the Non-Settling Defendants and/or any other person or party that is not a Releasee, that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, monetary award, taxes, interest, costs (including investigative costs claimed pursuant to Section 36 of the *Competition Act*, R.S.C. 1985, c. C-34), and any other recovery relating to or arising from, directly or indirectly, the Released Claims, that corresponds to the proportion of any judgment that, had they not settled, any Canadian superior court would have apportioned to the Releasees in this action, at trial or otherwise (the “**Proportionate Liability of the Releasees**”).
- (ii) The Releasers shall limit their claims against the Non-Settling Defendants or any other persons or parties who are not Releasees to not include, and shall not seek to recover from those other parties, that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, monetary award, taxes, interest, costs (including investigative costs claimed pursuant to Section 36 of the *Competition Act*), and any other recovery relating to or arising from, directly or indirectly, the Released Claims, that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise.

- (iii) Any Superior Court shall have full authority to determine, in accordance with procedures that the Court may specify, the Proportionate Liability of the Releasees, whether or not the Releasees are parties or appear at the trial or other disposition, and any determination in respect of the Proportionate Liability of the Releasees shall only apply in such proceedings and shall not be binding on the Releasees in any other proceedings.

17. EFFECT OF SETTLEMENT

A. No Admission of Liability

- 17.1 Whether or not this Settlement Agreement is approved or terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by any of the Releasees, or of the truth of any claims or allegations contained in the National Opioids Class Action or any other allegation made by the Plaintiffs or the Class in any forum or context. The Releasees deny any liability and deny the truth of the allegations made against them. If the Settlement Agreement is not approved, they will defend the National Opioids Class Action.

B. Agreement Not Evidence

- 17.2 The Parties agree that, whether or not it is approved or terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal, or administrative action or other proceeding, except in a proceeding to approve or enforce this Settlement Agreement or in connection with the other motions contemplated in this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law, or with the written consent of all Parties.
- 17.3 Notwithstanding the above, the Settlement Agreement may be referred to or offered as evidence in a proceeding to approve or enforce the Settlement Agreement.

18. JURISDICTION AND GOVERNING LAW

- 18.1 The Ontario Superior Court of Justice will retain jurisdiction with respect to the implementation and enforcement of the terms of this Settlement Agreement. The Parties submit to the jurisdiction of the Court for such purposes.
- 18.2 The Settlement Agreement will be construed and enforced in accordance with, and governed by, the laws applicable in the Province of Ontario.

19. MISCELLANEOUS

Motions for Directions

- 19.1 The Plaintiffs or the Settling Defendants may bring motions to the Court for directions in respect of the implementation and administration of this Settlement Agreement at any time. The Court shall retain exclusive and continuing jurisdiction over the Parties and the Class Members to resolve any dispute that may arise regarding this Settlement Agreement.
- 19.2 All motions contemplated by this Settlement Agreement shall be made on reasonable notice to the Parties.

Headings and Terms

- 19.3 In this Settlement Agreement, the division of the Settlement Agreement into articles and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- 19.4 The terms “this Settlement Agreement”, “hereof”, “hereunder”, “herein”, and similar expressions refer to this Settlement Agreement and not to any particular article or other portion of this Settlement Agreement.
- 19.5 References in this Settlement Agreement to the plural shall include the singular, and vice versa, as the context requires.

Computation of Time

- 19.6 In the computation of time in this Settlement Agreement, except where a contrary intention appears:
- (a) Where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
 - (b) Only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

Entire Agreement

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

Amendments

19.8 This Settlement Agreement may not be modified or amended except in writing and on consent of the Plaintiffs and the Settling Defendants, subject to approval by the Court where required.

No Waiver

19.9 No waiver of any provision of this Settlement Agreement will be binding unless consented to in writing by the Parties. No waiver of any provision of this Settlement Agreement will constitute a waiver of any other provision.

Binding Effect

19.10 This Settlement Agreement shall be binding upon and inure to the benefit of the Plaintiffs, the Class, the Settling Defendants, the Releasors, and the Releasees once it is approved by a Final order of the Court, except that the Parties are required to perform their obligations under this Settlement Agreement prior to the motions for approval of this Settlement Agreement. Without limiting the generality of the foregoing, each and every covenant and agreement made by the Plaintiffs shall be binding upon all Releasors, once it is approved by Final order of the Court.

Counterparts

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

Negotiated Agreement

19.12 This Settlement Agreement has been reached following a lengthy mediation process involving two in-person mediation sessions, and it is the subject of arm's-length negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

19.13 The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English. Notwithstanding the foregoing, the Class Notice and Notice of Approval shall be translated to French at the expense of Class Counsel, in accordance with Sections 5 and 9 of the Notice Plan.

Recitals

19.14 The Recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

Schedules

19.15 The Schedules annexed form part of this Settlement Agreement and are:

Schedule “A” – Notice Approval Order

Schedule “B” – Class Notice

Schedule “C” – Notice Plan

Schedule “D” – Settlement Approval Order

Schedule “E” – Objection Form

Schedule “F” – Opt Out Request

Acknowledgements

19.16 Each of the Parties hereby affirms and acknowledges that:

- (a) he, she, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her, or the Party’s representative by his, her or its counsel;
- (c) he, she, or the Party’s representative fully understands each term of the Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation, or inducement (whether material, false, negligently made or otherwise) of any other Party with respect to the first Party’s decision to execute this Settlement Agreement.

Authorized Signatures

19.17 Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

Notice

19.18 Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another Party, such notice, communication or document

shall be provided by email or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiffs and for Class Counsel:

Koskie Minsky LLP
20 Queen Street West, Suite 900, Box 52
Toronto, ON M5H 3R3

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kmbaert@kmlaw.ca
Tel: 416-595-2092

Adam Tanel LSO#: 61715D
atanel@kmlaw.ca
Tel: 416-595-2072

Aryan Ziaie LSO#: 70510Q
aziaie@kmlaw.ca
Tel: 416-595-2702

For the Defendant:

BORDEN LADNER GERVAIS LLP
c/o Cynthia D. Clarke
Bay Adelaide Centre, East Tower
22 Adelaide Street West, Suite 3400
Toronto, ON M5H 4E3
Email: CClarke@blg.com

Date of Execution

The Parties have executed this Settlement Agreement effective as of the date on the cover page.

Dated at Toronto this 19th day of January, 2026



KOSKIE MINSKY LLP
Class Counsel and Lawyers for the Plaintiff

Dated at Toronto this 19th day of January, 2026

Cynthia D. Clarke

BORDEN LADNER GERVAIS LLP
Counsel for the Settling Defendants

SCHEDULE "A"
Notice Approval Order

Court File No.: CV-19-00620048-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
)
JUSTICE MORGAN) _____, THE _____
)
) DAY OF _____, 2026
)

B E T W E E N :

**DARRYL GEBIEN, STEPHEN PYE, MICHAEL ROELOFSEN, REBECCA STINTON,
AMANDA CANELLA, MEGAN BRAYSHAW, AND SIOBHAN MACKENZIE**

Plaintiffs

- and -

**APOTEX INC., APOTEX PHARMACEUTICAL HOLDINGS, INC., BRISTOL-
MYERS SQUIBB CANADA, BRISTOL-MYERS SQUIBB COMPANY, PALADIN LABS,
ENDO PHARMACEUTICALS INC., ENDO INTERNATIONAL PLC, JANSSEN INC.,
JOHNSON & JOHNSON, PHARMASCIENCE INC., JODDES LIMITED, MYLAN
PHARMACEUTICALS ULC, PURDUE PHARMA INC., PURDUE PHARMA L.P.,
PURDUE FREDERICK COMPANY INC., PURDUE FREDERICK INC., RANBAXY
PHARMACEUTICALS CANADA INC., SUN PHARMACEUTICAL INDUSTRIES LTD.,
SANIS HEALTH INC., SANDOZ CANADA INC., TEVA CANADA LIMITED, TEVA
PHARMACEUTICALS USA, INC., TEVA PHARMACEUTICAL INDUSTRIES LTD.,
ACTAVIS PHARMA COMPANY, VALEANT CANADA LP/ VALEANT CANADA
S.E.C, BAUSCH HEALTH COMPANIES INC.**

Defendants

ORDER

THIS MOTION, made by the Plaintiffs for an Order certifying this action as a class proceeding for settlement purposes as against the Defendants Purdue Pharma Inc. and Purdue Frederick Inc. (collectively "**Purdue Canada**"), and for approval of a Class Notice and a Notice Plan pursuant to sections 17 and 20 of the *Class Proceedings Act*, 1992, S.C. 1992, c. 6 ("**Class Proceedings Act**"), and other relief related to the approval of a Settlement Agreement made between the Plaintiffs and Purdue Canada (the "**Settlement Agreement**"), was heard this day;

ON READING the motion record, filed, including the Settlement Agreement attached as **Appendix A** to this Order, and the affidavit of [name], affirmed [date], including the exhibits thereto;

ON BEING ADVISED that (a) service of the motion record has been effected by the Plaintiffs on counsel to Purdue Canada and the Non-Settling Defendants via email correspondence, which is hereby deemed valid service by this Honourable Court; and (b) the Plaintiffs and Purdue Canada consent to this Order;

AND ON HEARING the submissions of Class Counsel and Counsel for Purdue Canada;

THIS COURT ORDERS as follows:

Interpretation

1. The Settlement Agreement is hereby incorporated by reference into and forms part of this Order. The Definitions set out in section 1 of the Settlement Agreement also apply to and are incorporated into this Order.
2. In the event of any conflict between the Settlement Agreement and this Order, this Order shall prevail.
3. The insertion of headings into this Order is for convenience of reference only and shall not affect the construction or interpretation of this Order or the Settlement Agreement.

Certification of Class Proceeding for Settlement Purposes

4. This action is hereby certified as a class proceeding for settlement purposes only on the terms and conditions set out in this Order and in the Settlement Agreement, subject to final approval of the Settlement Agreement.

5. As set forth in the Settlement Agreement, the Class is defined as:

All persons in Canada, save for Excluded Persons, who were prescribed or consumed any Product, together with their heirs, and any member of the Family Law Class.

6. As set forth in the Settlement Agreement, Excluded Persons means:
 - (a) any person who was prescribed OxyContin® or OxyNEO® in Canada at any time between January 1, 1996 and February 28, 2017 inclusive, and was not prescribed any other Products, at any time during the Class Period;
 - (b) any officer or director of any of the Defendants; or
 - (c) Any person who is a member of the class in Bourassa Class Action.

7. As set forth in the Settlement Agreement, the Family Law Class is defined as:

All persons within Canada, except for Excluded Persons, who by reason of his or her relationship to a Class Member have standing pursuant to s. 61(1) of the *Family Law Act*, R.S.O. 1990, c. F. 3., or equivalent legislation in other provinces and territories, under the common law or in equity.

8. The action is certified as a class proceeding on the basis that the following issue is common to the Class:

Did Purdue Canada breach a duty owed to Class Members?

9. The Plaintiffs are hereby appointed as the representative plaintiffs in this class proceeding.
10. The claims asserted on behalf of the Class are claims for damages, disgorgement, and declaratory relief for breach of the *Competition Act*, R.S.C. 1985, c. C-34, fraudulent misrepresentation and deceit, negligent misrepresentation, and breach of the duty to warn.

Notice Publication and Dissemination

11. Class Counsel is hereby appointed as the Notice Administrator. The form and content of the Class Notice, substantially in the form attached as **Appendix “B”**, is hereby approved.
12. The Class Notice shall be published and disseminated in accordance with the Notice Plan, attached hereto as **Appendix “C”**.

13. In the event of any conflict between the French and English language version of the Class Notice, the English version shall prevail.

14. It is hereby declared that the publication and dissemination of the Class Notice in accordance with this Order and the Notice Plan will provide reasonable notice of the settlement and the other matters set forth in the Class Notice to all persons or entities entitled to receive notice of same and will satisfy the requirements of Canadian natural justice and the *Class Proceedings Act*.

Settlement Approval Hearing Date

15. The Settlement Approval Hearing will take place at 330 University Avenue Toronto, Ontario, M5G 1R7, at [time] on [Settlement Approval Hearing Date] to determine whether the Settlement Agreement should be approved by this Court pursuant to the *Class Proceedings Act*.

16. The date and time of the Settlement Approval Hearing shall be set forth in the Class Notice but may be subject to adjournment by the Court without further publication or dissemination of notice to Class Members, other than notice of such adjournment which shall be posted on the Website, <https://kmlaw.ca/cases/liability-for-opioid-epidemic/>.

Opting Out

17. The Opt Out Deadline shall be [insert date of Opt Out Deadline] and no Class Member may opt out of this class proceeding after the Opt Out Deadline has passed.

18. The form and content of the Opt Out Request, as set out in the Class Notice and the Settlement Agreement, is hereby approved.

19. A Class Member may opt out of this class proceeding, but any Class Member who elects to opt out may only validly and effectively do so by delivering an Opt Out Request to the Notice Administrator in the manner set out in the Class Notice and the Settlement Agreement on or before the Opt Out Deadline.

20. An election to opt out must be exercised individually by a Class Member, not as or on behalf of a group, class, or subclass, and not by any appointees, assignees, claims brokers, claims

filing services, claims consultants, third-party claims organizations, or any organization or association representing a group of Class Members or any one of them, with the exception that an election to opt out may be submitted by a Class Member's duly authorized representative, including counsel, on an individual basis.

21. All members of the Class who do not opt out by the Opt Out Deadline in the manner set out in the Class Notice and Settlement Agreement shall be deemed to be members of the Class and shall be bound by the terms of this Order and the Settlement Agreement.

22. Any member of the Class who does not opt out in accordance with the terms of this Order and the Settlement Agreement consents and shall be deemed to have consented to a dismissal of any other action or proceeding that the Class Member has commenced against any Releasee related to the matters at issue in the National Opioids Class Action, without costs and with prejudice.

23. Any Class Member who elects to opt out of this class proceeding in accordance with the provisions of this Order may not also object to or comment on the Settlement Agreement and any such Objection or comments received therefrom shall be deemed withdrawn.

Objection Procedure

24. In this Order, an "Objector" is any Class Member who has an Objection to the Settlement Agreement.

25. At the Settlement Approval Hearing, this Court will hear submissions from any Objector who has complied with this Order. Unless this Court orders otherwise, any Objector who fails to comply with this Order shall be deemed to have waived their Objection.

26. Every Objector must serve and file an Objection in accordance with this Order. Every Objection shall be made in writing and include:

- (i) the objector's full name, mailing address, telephone number, and email address (if available); the name and address of the Class Member's representative;
- (ii) a brief description of the reasons for the Class Member's Objection;

- (iii) a statement setting out whether the objector intends to appear at the Settlement Approval Hearing;
- (iv) the signature of the Class Member or, in the case of a Class Member under disability, the Class Member's authorized representative; and
- (v) the date on which the Objection is signed.

27. An Objection must be served upon Class Counsel by the Class Member no later than the Opt Out Deadline.

28. Every Objection validly served upon Class Counsel shall be filed as part of the Application for the Settlement Approval Hearing.

29. Unless otherwise ordered by this Court, an Objection will not be considered by this Court at the Settlement Approval Hearing unless it complies with paragraph 26 of this Order and has been served in accordance with paragraph 27 of this Order.

30. An Objector must be a Class Member. No Objection may be made by any appointees (other than a Class Member's duly authorized representative), assignees, claims brokers, claims filing services, claims consultants or third-party claims organizations, or any organization or association representing a group of Class Members or any one of them.

No Admission of Liability

31. Nothing in this Order shall be deemed, construed, or interpreted to be: (i) an admission of any violation of any statute, law, or duty; (ii) an admission of any wrongdoing or liability by Purdue Canada or any other Releasee; or (iii) an admission of the truth of any of the claims or allegations contained in this class proceeding, or any claims or allegations that are, could, or may later be, advanced in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum.

Termination

32. If the Settlement Agreement becomes null and void in accordance with its terms, this Order shall be declared null and void on subsequent application made on notice, and each Party to the action shall then be restored to its respective position in the action as existed immediately prior to the execution of the Settlement Agreement.

Jurisdiction

33. It is hereby declared that the Plaintiffs and Purdue Canada have acknowledged the jurisdiction of this Court in this class proceeding and have attorned to the jurisdiction of this Court solely for the purpose of implementing, administering, and enforcing the Settlement Agreement and this Order and subject to the terms and conditions set out in the Settlement Agreement and this Order.

34. For the purposes of administration and enforcement of this Order and the Settlement Agreement, this Court will retain an ongoing supervisory role.

35. The Plaintiffs, Purdue Canada, or their respective Counsel, may apply, on notice to all parties, to this Court for directions in respect of the implementation or administration of this Order or the Settlement Agreement.

Costs

36. There will be no costs of this motion.

Date of issuance

JUSTICE MORGAN

Darryl Gebien et al.
Plaintiffs

and **Apotex Inc. et al**
Defendants

Court File No.: CV-19-00620048-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act, 1992*

ORDER

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Lawyers for the Plaintiffs

SCHEDULE "B"
Class Notice

HAVE YOU TAKEN OPIOID PRODUCTS?

IF YES, THIS NATIONAL OPIOID CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS

A Court has authorized this Notice. You are not being sued.

Read this notice carefully. It provides important information about the class action, a proposed settlement with Purdue Canada, and how the proposed settlement may affect your rights.

Capitalized terms used in this Notice are defined in the Purdue Canada Settlement Agreement, which can be found at: <https://kmlaw.ca/cases/liability-for-opioid-epidemic/>.

WHAT IS THE PROPOSED SETTLEMENT ABOUT?

The Plaintiffs in a national class action concerning alleged opioid dependency and addiction have reached a proposed settlement ("**Settlement**") with Purdue Pharma Inc. and Purdue Frederick Inc. (collectively "**Purdue Canada**").

The Settlement provides for an all-inclusive payment of CAD \$28,500,000 by Purdue Canada to end the class action against it and related entities or persons.

The Plaintiffs in the class action sought compensation from pharmaceutical companies, including Purdue Canada, on behalf of themselves and all Canadians who were prescribed or consumed any Product, together with their heirs, and any relatives who are members of the Family Law Class, as defined in the Settlement Agreement (the "**Class**").

Purdue Canada denies the allegations against it, and no determination of its liability has been made.

Litigation continues against the other pharmaceutical companies named as defendants in the class action (the "**Non-Settling Defendants**").

The Settlement is not final until it is approved by the Court at a separate hearing (referred to as the "**Settlement Approval Hearing**"). The next pages of this Notice provide information on when and where it will be held.

YOUR OPTIONS RIGHT NOW

Your options depend on whether you are a member of the Class.

If you are NOT a member of the Class, then you do not need to do anything.

OPTING OUT OF THE CLASS ACTION

If you are a member of the Class, then you have the following options:

Do nothing	If you support the proposed Settlement, you do not need to do anything right now.
Opt Out	<p>You can decide to get out of this class action and be excluded from the Class. If you wish to continue participating in this class action against the Non-Settling Defendants and be a member of the Class, <u>then you should not opt out.</u></p> <p>If you do not want to be legally bound by the Settlement and want to be excluded from this class action lawsuit, you must take steps to opt out on or before [insert Opt Out Deadline]. To opt out, you must send a completed Opt Out Request by email or mail to Class Counsel at:</p> <p style="padding-left: 40px;">By Email: opioidclassaction@kmlaw.ca</p> <p style="padding-left: 40px;">By Mail: Re: Opioids Class Action, Koskie Minsky LLP, 20 Queen Street West, Suite 900, Toronto, ON, M5H 3R3, Re: Opioid Class Action</p> <p>A Class Member cannot ask to be excluded by phone, by email, or on the Website.</p> <p>If you DO NOT opt out, you will be considered a member of the Class, you will remain in the class action, and you will <u>not</u> ever again be able to sue Purdue Canada or any Releasees about the legal claims the Settlement resolves.</p> <p>If a Class Member does not comply with these opt out procedures, including the Opt Out Deadline, they will be deemed a Class Member and lose the ability to be excluded from the Settlement and the class action.</p> <p>A Class Member's rights will be determined in this class action lawsuit by the Settlement, provided it is approved by the Court.</p>

VOICING YOUR OBJECTION TO THE SETTLEMENT

If you are a Class Member who does not opt out, and you wish to voice an objection to the Settlement, then you can fill out an Objection form. The Objection form must be completed on or before **[insert Objection Deadline]**. An Objection must be made individually and not on behalf of a group. A copy of the Objection form is available at: <https://kmlaw.ca/cases/liability-for-opioid-epidemic/>.

WHERE WILL THE SETTLEMENT APPROVAL HEARING BE HELD?

If the Court approves the Settlement, it will be binding upon all Class Members.

The Honourable Justice Morgan of the Ontario Superior Court of Justice will hold a public hearing in the class action on **[Settlement Approval Hearing Date and time]** at 330 University Avenue,

QUESTIONS? CALL 1-833-630-1776 or VISIT WWW.KMLAW.CA/CASES/LIABILITY-FOR-OPIOID-EPIDEMIC

Toronto, Ontario, M5G 1R7 to determine whether to approve the Settlement **and up to 30%** in legal fees requested by Class Counsel.

Under a litigation funding agreement approved by the court on October 3, 2023, a litigation funder is entitled to recover certain amounts it has expended for the plaintiffs to advance this action and a return of 11% of the settlement amount. If the Settlement is approved, the Settlement Amount (less notice costs, legal fees and the amounts payable to the litigation funder) will be held in Class Counsel's trust account for the benefit of the Class. The Settlement Amount shall be paid out in accordance with the Settlement Agreement or further order of the Court.

If you wish to appear at the Settlement Approval Hearing, you must state this intention in your Objection form.

Class Members who do not oppose the proposed Settlement do not need to appear at the Settlement Approval Hearing or take any other action at this time.

WHO ARE THE LAWYERS REPRESENTING THE CLASS?

Koskie Minsky LLP is Class Counsel. Class Members will be represented by Class Counsel, but will not be charged for the services of Class Counsel.

If a Class Member does not want to be represented by Class Counsel, they may hire their own lawyer. The Class Member will be responsible for any fees and costs charged by their own lawyer.

The lawyer hired must file a Notice of Appearance with the Ontario Superior Court of Justice no later than **[insert Opt Out Deadline]**, and must send a copy, by regular mail and email, to Class Counsel and Counsel for Purdue Canada at the addresses provided below, postmarked no later than **[insert Opt Out Deadline]**:

CLASS COUNSEL	COUNSEL FOR PURDUE CANADA
Kirk M. Baert, Adam Tanel, Vlad Calina, Aryan Ziaie and Caitlin Leach kmbaert@kmlaw.ca vcalina@kmlaw.ca atanel@kmlaw.ca aziaie@kmlaw.ca cleach@kmlaw.ca Koskie Minsky LLP 20 Queen Street West, Suite 900 Toronto, ON, M5H 3R3	Cynthia D. Clarke, Henry Ngan and Adrian Pel CClarke@blg.com HNgan@blg.com APel@blg.com Borden Ladner Gervais LLP Bay Adelaide Centre, East Tower 22 Adelaide Street West, Suite 3400 Toronto, ON M5H 4E3

Any further notices related to the Settlement will be published at <https://kmlaw.ca/cases/liability-for-opioid-epidemic/>. If you wish to receive any further notices related to the Settlement, please register at opioidclassaction@kmlaw.ca.

If you do not register, you will not receive any further notices regarding the Settlement.

QUESTIONS? CALL 1-833-630-1776 or VISIT WWW.KMLAW.CA/CASES/LIABILITY-FOR-OPIOID-EPIDEMIC

THIS NOTICE DOES NOT SUPERSEDE THE TERMS OF THE SETTLEMENT AGREEMENT. IN THE EVENT OF A CONFLICT BETWEEN THIS NOTICE AND THE SETTLEMENT AGREEMENT, THE SETTLEMENT AGREEMENT SHALL PREVAIL. IN THE EVENT OF A CONFLICT BETWEEN THE ENGLISH AND FRENCH VERSIONS OF THIS NOTICE, THE ENGLISH VERSION SHALL PREVAIL.

SCHEDULE "C"
Notice Plan

Schedule "C" TO THE PURDUE CANADA SETTLEMENT AGREEMENT

Court File No.: CV-19-00620048-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

**DARRYL GEBIEN, STEPHEN PYE, MICHAEL ROELOFSEN, REBECCA STINTON,
AMANDA CANELLA, MEGAN BRAYSHAW, AND SIOBHAN MACKENZIE**

Plaintiffs

- and -

**APOTEX INC., APOTEX PHARMACEUTICAL HOLDINGS, INC., BRISTOLMYERS
SQUIBB CANADA, BRISTOL-MYERS SQUIBB COMPANY, PALADIN LABS,
ENDO PHARMACEUTICALS INC., ENDO INTERNATIONAL PLC, JANSSEN INC.,
JOHNSON & JOHNSON, PHARMASCIENCE INC., JODDES LIMITED, MYLAN
PHARMACEUTICALS ULC, PURDUE PHARMA INC., PURDUE PHARMA L.P.,
PURDUE FREDERICK COMPANY INC., PURDUE FREDERICK INC., RANBAXY
PHARMACEUTICALS CANADA INC., SUN PHARMACEUTICAL INDUSTRIES LTD.,
SANIS HEALTH INC., SANDOZ CANADA INC., TEVA CANADA LIMITED, TEVA
PHARMACEUTICALS USA, INC., TEVA PHARMACEUTICAL INDUSTRIES LTD.,
ACTAVIS PHARMA COMPANY, VALEANT CANADA LP/ VALEANT CANADA
S.E.C, BAUSCH HEALTH COMPANIES INC.**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

NOTICE PLAN

WHEREAS capitalized terms used in this Notice Plan have the meanings ascribed to them in the Settlement Agreement, of which this Notice Plan forms Schedule "C".

AND WHEREAS Class Counsel has agreed to act as the Notice Administrator for the purposes of implementing the Notice Plan as follows:

I. Notice of Settlement and Approval Hearing

1. No later than 5 Days after the issuance of the Notice Approval Order, Class Counsel will publish the Class Notice in both English and French on the Website where Class Members can view and download the Class Notice for a period of sixty (60) days. The Class Notice shall not be removed from Class Counsel's Website before the expiry of the Opt-Out Deadline.
2. No later than 5 Days after the issuance of the Notice Approval Order, Class Counsel will send the Class Notice in English and French via email to every Class Member who registered with Class Counsel to receive information on the National Opioids Class Action. If the email cannot be delivered, or an email address was not provided, Class Counsel will provide the

Class Notice via regular mail, if a mailing address was provided.

3. No later than 7 Days after the issuance of the Notice Approval Order, Class Counsel will arrange for an advertisement (4.06" width x 4" height) in English and French to be placed announcing the proposed settlement in the Globe and Mail, Toronto Star, National Post, Journal de Montreal, no more than three days apart. The content and form of this advertisement will be mutually-agreed upon by Class Counsel and the Settling Defendants' Counsel.
4. No later than 7 Days after the issuance of the Notice Approval Order, Class Counsel will arrange for an up to 30-day social media advertisement in English and French to be placed on a single platform (e.g., Google Ads or Facebook) to announce the proposed settlement (the "**First Social Media Notice**"). The content and form of the First Social Media Notice will be mutually-agreed upon by Class Counsel and the Settling Defendants' Counsel.
5. Class Counsel will arrange for the Class Notice to be translated from English to French.

II. Notice of Settlement Approval

6. No later than 7 Days after the issuance of the Settlement Approval Order, Class Counsel will publish the Settlement Approval Order in English and French on the Website where Class Members can view and download the Settlement Approval Order.
7. No later than 7 Days after the issuance of the of the Settlement Approval Order, Class Counsel will arrange for an up to 30-day social media advertisement to be placed on a single platform (e.g., Google Ads or Facebook) to announce the settlement approval (the "**Second Social Media Notice**"). The content and form of the Second Social Media Notice will be mutually-agreed upon by Class Counsel and the Settling Defendants' Counsel.
8. The Settlement Approval Order posted on the Website will be accompanied by a brief statement in English and French notifying Class Members that the Settlement Agreement has been approved.
9. Class Counsel will arrange for the Settlement Approval Order to be translated from English to French.

SCHEDULE "D"
Settlement Approval Order

Schedule "D" TO THE PURDUE CANADA SETTLEMENT AGREEMENT

Court File No.: CV-19-00620048-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE)
)
JUSTICE MORGAN)
)
(Court seal)) DAY OF _____, 2026

B E T W E E N :

DARRYL GEBIEN, STEPHEN PYE, MICHAEL ROELOFSEN, REBECCA STINTON,
AMANDA CANELLA, MEGAN BRAYSHAW, AND SIOBHAN MACKENZIE
Plaintiffs

- and -

APOTEX INC., APOTEX PHARMACEUTICAL HOLDINGS, INC., BRISTOLMYERS
SQUIBB CANADA, BRISTOL-MYERS SQUIBB COMPANY, PALADIN LABS,
ENDO PHARMACEUTICALS INC., ENDO INTERNATIONAL PLC, JANSSEN INC.,
JOHNSON & JOHNSON, PHARMASCIENCE INC., JODDES LIMITED, MYLAN
PHARMACEUTICALS ULC, PURDUE PHARMA INC., PURDUE PHARMA L.P.,
PURDUE FREDERICK COMPANY INC., PURDUE FREDERICK INC., RANBAXY
PHARMACEUTICALS CANADA INC., SUN PHARMACEUTICAL INDUSTRIES LTD.,
SANIS HEALTH INC., SANDOZ CANADA INC., TEVA CANADA LIMITED, TEVA
PHARMACEUTICALS USA, INC., TEVA PHARMACEUTICAL INDUSTRIES LTD.,
ACTAVIS PHARMA COMPANY, VALEANT CANADA LP/ VALEANT CANADA
S.E.C, BAUSCH HEALTH COMPANIES INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION, made by the Plaintiffs for an Order to approve the Settlement Agreement made with the Defendants, Purdue Pharma Inc. and Purdue Frederick Inc. (collectively "Purdue Canada"), to settle this action (the "Settlement Agreement") as a settlement class proceeding and to approve Class Counsel fees, pursuant to 27.1 and 32 of the *Class Proceedings Act, 1992*, S.C. 1992, c. 6 ("*Class Proceedings Act*"), was heard this day;

ON READING the motion record, filed, including the Settlement Agreement attached as **Appendix A** to this Order, and the affidavit of [name], affirmed [date], including the exhibits thereto;

ON BEING ADVISED that (a) service of the motion record has been effected by the Plaintiffs on counsel to Purdue Canada and the Non-Settling Defendants via email correspondence, which is hereby deemed valid service by this Honourable Court; and (b) the Plaintiffs and Purdue Canada consent to this Order;

AND ON HEARING the submissions of Class Counsel and Counsel for Purdue Canada;

THIS COURT ORDERS as follows:

Interpretation

1. The Settlement Agreement is hereby incorporated by reference into and forms part of this Order. The Definitions set out in the Settlement Agreement also apply to and are incorporated into this Order.
2. In the event of any conflict between the Settlement Agreement and this Order, this Order shall prevail.
3. The insertion of headings into this Order is for convenience of reference only and shall not affect the construction or interpretation of this Order or the Settlement Agreement.

Class Notice

4. The Notice Administrator has published and disseminated the Class Notice in accordance with the Notice Plan and the Notice Approval Order dated [insert]. The publication and dissemination of the Class Notice first occurred on [date] and that date is hereby declared to be the Class Notice Date.
5. The publication and dissemination of the Class Notice have satisfied the requirements of Canadian principles of natural justice and the notice requirements of Section 17 of the *Class Proceedings Act*.

Settlement Approval

6. The Settlement Agreement is fair, reasonable, and in the best interests of the Class, and it is hereby approved pursuant to Section 27.1 of the *Class Proceedings Act*.
7. The Settlement Agreement shall be implemented and enforced in accordance with its terms.
8. This Order and the Settlement Agreement are binding upon the Class.
9. In the event of any conflict between the French and English language version of the Settlement Agreement, the English version shall prevail.

Dismissal of the Action

10. This Court hereby dismisses this action as against Purdue Canada on a with prejudice and without costs basis and dispenses with any other notice requirements pursuant to section 29(2) of the *Class Proceedings Act* other than those which were previously approved and executed pursuant to the Notice Approval Order.

Released Claims

11. Upon the Effective Date, each of the Releasors shall be deemed to have consented to a dismissal as against the Releasees of any other actions or proceedings commenced by or on behalf of a Releasor in respect of the Released Claims, without costs and with prejudice.
12. No Releasors shall now or hereafter threaten, institute, pursue, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, any action, suit, cause of action, claim, proceeding, complaint or demand against or collect or seek to recover from any Releasee or any other Persons who will or could bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity, or other relief against any Releasee in respect of any Released Claim, save and except for the continuation of claims against Persons other than the Releasees in the National Opioids Class Action.
13. Except as provided in the Settlement Agreement, or otherwise required by law, no Releasor may directly or indirectly assist with respect to any claim made or action commenced by any Person against the Releasees, which relates to the Released Claims, whether brought in Canada or

elsewhere, including by providing any direct or indirect assistance to any plaintiff or any plaintiff's counsel.

Bar Orders

14. All claims for contribution, indemnity or other claims over against a Releasee, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes, fees and costs, relating directly or indirectly to the Released Claims, which were or could have been brought in the National Opioids Class Action or otherwise, or could in the future be brought on the basis of the same events, actions and omissions underlying the National Opioids Class Action or otherwise, by any Non-Settling Defendant(s) or any other Person who is not a Releasee against a Releasee, are barred, prohibited and enjoined in accordance with the terms of the order.

15. In respect of all claims (except a claim pursuant to section 36 of the *Competition Act*, R.S.C. 1985, c. C-34, which shall be subject to this provision only if the Court determines there is a right of contribution, indemnity or any other claims over, whether in equity or in law, Quebec civil law, by statute or otherwise):

- i. The Releasors shall not be entitled to claim or recover from the Non-Settling Defendants and/or any other Person or party that is not a Releasee, that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, monetary award, taxes, interest, costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*, R.S.C. 1985, c. C-34), and any other recovery relating to or arising from, directly or indirectly, the Released Claims, that corresponds to the proportion of any judgment that, had they not settled, any Canadian superior court would have apportioned to the Releasees in this action, at trial or otherwise (the “**Proportionate Liability of the Releasees**”).
- ii. The Releasors shall limit their claims against the Non-Settling Defendants or any other Persons or parties who are not Releasees to not include, and shall not seek to recover from those other parties, that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, monetary award, taxes, interest, costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*), and

any other recovery relating to or arising from, directly or indirectly, the Released Claims, that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise.

- iii. Any Superior Court shall have full authority to determine, in accordance with procedures that the Court may specify, the Proportionate Liability of the Releasees, whether or not the Releasees are parties or appear at the trial or other disposition, and any determination in respect of the Proportionate Liability of the Releasees shall only apply in such proceedings and shall not be binding on the Releasees in any other proceedings.

No Admission of Liability

16. Nothing in this Order shall be deemed, construed, or interpreted to be: (i) an admission of any violation of any statute, law, or duty; (ii) an admission of any wrongdoing or liability by Purdue Canada or any other Releasee; or (iii) an admission of the truth of any of the claims or allegations contained in this class proceeding, or any claims or allegations that are, could, or may later be, advanced in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum.

Jurisdiction and Application for Directions

17. It is hereby declared that the Plaintiffs and Purdue Canada have acknowledged the jurisdiction of this Court in this class action and have attorned to the jurisdiction of this Court for the purpose of implementing, administering, and enforcing the Settlement Agreement and this Order and subject to the terms and conditions set out in the Settlement Agreement and this Order.

18. For the purposes of administration and enforcement of this Order and the Settlement Agreement, this Court will retain an ongoing supervisory role.

19. The Plaintiffs, Purdue Canada, or their respective Counsel, may apply, on notice to all parties, to this Court for directions in respect of the implementation or administration of this Order or the Settlement Agreement.

Publication of this Order

20. The Notice Administrator shall forthwith publish a copy of this Order on the Website together with a brief statement that the Settlement Agreement has been approved in accordance

with this Order. There shall be no other notice-giving obligations on either of the Parties in relation to the settlement class certification or dismissals that are the subject of this Order.

21. There will be no costs of this motion.

Date of issuance

JUSTICE MORGAN

Darryl Gebien et al.
Plaintiffs

and

Apotex Inc. et al
Defendants

Court File No.: CV-19-00620048-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act, 1992*

ORDER

Koskie Minsky LLP
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Lawyers for the Plaintiffs

SCHEDULE "E"
Objection Form

**National Opioids Class Action
Gebien v. Apotex Inc., CV-19-00620048-00CP**

OBJECTION FORM – PURDUE CANADA SETTLEMENT

ONLY USE THIS FORM IF YOU WANT TO REGISTER YOUR OBJECTION TO THE PROPOSED SETTLEMENT. IF YOU OPT-OUT OF THE PROPOSED SETTLEMENT, YOU DO NOT FILL OUT THIS FORM.

THIS IS NOT A CLAIM FORM. THIS FORM IS ONLY FOR INDIVIDUALS WHO DO NOT WANT THE PROPOSED SETTLEMENT TO BE APPROVED.

IF YOU WISH TO OBJECT, THIS FORM MUST BE MAILED OR EMAILED TO THE FOLLOWING ADDRESS ON OR BEFORE **[DATE]**:

Opioids Class Action
c/o Koskie Minsky LLP
20 Queen Street West
Toronto, ON, M5H 3R3
opiodclassaction@kmlaw.ca

Your Full Name: _____

Your Mailing Address: _____

Your Telephone Number: _____

Your Email Address: _____

Are you a Class Member (circle one)? YES NO I DON'T KNOW

<input type="checkbox"/>	I will attend the Settlement Approval Hearing on [Insert <u>in person</u> in Toronto, Ontario.
<input type="checkbox"/>	I will attend the Settlement Approval Hearing on [Insert] <u>by Zoom.</u>
<input type="checkbox"/>	I do NOT intend to appear at the Settlement Approval Hearing on [Insert].

If you object to the terms of the proposed settlement, please use the space below to explain why.

SIGNATURE & DATE

Date (YYYY-MM-DD)

Signature

SCHEDULE "F"
Opt Out Request

Schedule "F" TO THE PURDUE CANADA SETTLEMENT AGREEMENT

**National Opioids Class Action
Gebien v. Apotex Inc., CV-19-00620048-00CP**

OPT OUT REQUEST – PURDUE CANADA SETTLEMENT

To: Opioids Class Action
c/o Koskie Minsky LLP
20 Queen Street West
Suite 900, Box 52 Toronto, Ontario M5H 3R3
[NTD: add email address]

IMPORTANT, PLEASE READ: This is **NOT** a claim form. If you complete and submit this Opt Out Request, you **WILL NOT** get any money under the Purdue Canada Settlement Agreement. **ONLY** complete this request if you **do not want to be part of this Class Action.**

If you wish to be part of the Class Action, and to claim money under the Purdue Canada Settlement Agreement, if it is approved, **you should not complete this request.**

If you do not wish to take part in the Purdue Canada Settlement, please fill out all of the sections below. Filling out this request means you do not want any money from the Purdue Canada Settlement.

Section 1 – Personal Information

Please provide the following information about yourself:

Full Name: _____
Current Address: _____

Telephone Number: _____
Email address: _____

<input type="checkbox"/>	I confirm I have been prescribed in Canada at any time during the past thirty years a Purdue Pharma opioid (other than OxyContin/OxyNEO prior to February 28, 2017).
<input type="checkbox"/>	I confirm I became addicted to the opioid and/or developed an opioid use disorder.

Section 2 – Opting Out

<input type="checkbox"/>	I wish to be excluded from this class action, to Opt Out. I acknowledge that by opting out, I WILL NOT receive any money under the settlement. I understand I must mail or email this Opt Out Form to the address above by the Opt Out Deadline on [DATE] or else it will not be valid and I will lose any individual right to sue. I acknowledge that any individual claim I may have may become legally barred when not commenced within a specified limitation period.
--------------------------	--

Signature of Witness

Your Signature

Name of Witness (Print)

Your Name (Print)

Date: _____

Note: To validly Opt Out, this request must be signed and witnessed and received at the above email address or address no later than [DATE] at 11:59 p.m. EST.