

CANADIAN OPIOIDS CLASS ACTION SETTLEMENT AGREEMENT

Made as of February 6, 2026

Between

**DARRYL GEBIEN, STEPHEN PYE, MICHAEL ROELOFSEN, REBECCA STINTON,
AMANDA CANELLA, MEGAN BRAYSHAW, AND SIOBHAN MACKENZIE**
(the "**Plaintiffs**")

- and -

**VALEANT CANADA LP/VALEANT CANADA S.E.C. AND
BAUSCH HEALTH COMPANIES INC.**
(collectively, the "**Settling Defendant**")

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CANADIAN OPIOIDS CLASS ACTION SETTLEMENT AGREEMENT

RECITALS

WHEREAS the Plaintiffs commenced this class action under the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, for, *inter alia*, alleged breaches of the *Competition Act*, fraudulent and/or negligent misrepresentation, and failure to warn in respect of the manufacture, marketing, and sale of Opioids in Canada (the "**Action**");

AND WHEREAS the Settling Defendant has denied the allegations in the Second Fresh as Amended Statement of Claim (the "**Claim**") filed April 30, 2024 as may be amended, attached hereto as Schedule "E";

AND WHEREAS counsel for the parties to this Settlement Agreement have conducted a thorough analysis of the claims as against the Settling Defendant, and have also taken into account the extensive burdens and expense of litigation, and the relatively low market share of the Settling Defendant in the manufacture, marketing and sale of Opioids in Canada;

AND WHEREAS the Settling Defendant denies the allegations in the Claim and makes no admission of liability in relation to any of the allegations in the Claim;

AND WHEREAS in consideration of all the circumstances, the parties to the Settlement Agreement wish to settle any and all issues among themselves in any way relating to the Action and any and all of the allegations therein;

AND WHEREAS after due investigation and careful consideration of the relevant circumstances, the Plaintiffs and Class Counsel have concluded that considering the circumstances, the Settlement Agreement is fair, reasonable, and in the best interests of the Class Members;

AND WHEREAS the parties intend to seek certification of the Action on consent, solely as against the Settling Defendant, and seek the approval of this Settlement Agreement in the Ontario Superior Court of Justice.

AGREEMENT

NOW THEREFORE the parties to this Settlement Agreement agree to settle all matters related to the Action on the following terms and conditions:

SECTION 1 – DEFINITIONS

1. For the purposes of the Settlement Agreement and attached Schedules (collectively, the "**Settlement Agreement**" or "**Agreement**"), the following definitions apply:

- (a) "**Action**" means the proposed class proceeding, including all amendments thereto, commenced by Darryl Gebien, Stephen Pye, Michael Roelofsen, Rebecca Stinton, Amanda Cannella, Megan Brayshaw, and Siobhan Mackenzie (collectively, the "**Plaintiffs**") against the Settling Defendant and others in the Ontario Superior Court of Justice, having Court File No. CV-19-00620048-00CP;
- (b) "**Administration Expenses**" means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise, for the approval, implementation, and operation of this Settlement Agreement, including the costs of notice to the Class Members and Class Counsel fees, disbursements and taxes, excluding any related claims of the Provincial Health Insurers, whether subrogated or otherwise;
- (c) "**Approval Hearing**" means the Court hearing to approve the Agreement and to approve the Phase 2 Notice Plan as defined herein;
- (d) "**Approval Order**" means the Order of the Court approving the Agreement and approving the Phase 2 Notice Plan as defined herein;
- (e) "**Class**" means the Plaintiffs and all persons in Canada who were prescribed Opioids manufactured or marketed by the Defendants (as hereinafter defined) from January 1, 1996, to the present day and who suffer or have suffered from Opioid Use Disorder, as described in the Claim and defined below, together with their heirs, and any member of the Family Law Class (as hereinafter defined), excluding any officer or director of the Defendants;
- (f) "**Class Counsel**" means Koskie Minsky LLP;
- (g) "**Class Member**" means an individual member of the Class;

- (h) "**Class Period**" means the period between January 1, 1996 and the present day;
- (i) "**Class Counsel Fees**" means the fees, disbursements, and all applicable taxes awarded to Class Counsel as determined and approved by the Settlement Approval Hearing and pursuant to s. 32 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6;
- (j) "**Clause 22 Termination Date**" has the meaning ascribed in clause 22 of this Settlement Agreement;
- (k) "**Counsel for the Settling Defendant**" means Melanie Baird of Tyr LLP and James Sullivan K.C. of Blakes, Cassels & Graydon LLP;
- (l) "**Court**" means the Ontario Superior Court of Justice;
- (m) "**Court Approval Date**" means the later of:
 - i. 31 days after the date on which the Court issues the Approval Order; and
 - ii. The date of the disposition of any appeals and/or applications for leave to appeal from the Approval Order;
- (n) "**Defendants**" means, collectively, the Settling Defendant (as hereinafter defined) and the Non-Settling Defendants (as hereinafter defined);
- (o) "**Family Law Class**" means all persons in Canada who, by reason of a 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 any other province or territory, or the common law;
- (p) "**Final Resolution Date**" has the meaning ascribed in clause 14 of this Settlement Agreement;
- (q) "**Non-Settling Defendant**" means any Defendant that is not a Releasee or any Defendant that has not entered into a binding and approved settlement with the Plaintiffs in the Action;
- (r) "**Notice Approval Order**" means the Order of the Court, which the parties propose to be substantially in the form of **Schedule "A"** attached hereto, approving

the Notice of Settlement Approval Hearing (as hereinafter defined) and the Notice Plan (as hereinafter defined), and certifying the Action only as against the Settling Defendant for settlement purposes;

- (s) **"Notice of Settlement Approval"** means the Court-approved notice to the Class Members that the Court has approved the Settlement;
- (t) **"Notice of Certification and Settlement Approval Hearing"** means the notice to Class Members that the Action only as against the Settling Defendant has been certified for settlement purposes, and notice of the hearing at which the Court will be asked to approve the Settlement, and to approve the Phase 2 Notice Plan as defined herein, substantially in the form of **Schedule "B"** attached hereto and as approved by the Court, to be disseminated as the only notice to Class Members required in relation to settlement approval;
- (u) **"Opioids"** means opioid drugs or opioid products which are a class of drugs that are defined by a chemical compound that is naturally found in the opium poppy plant or which are synthetically made using the same chemical structure, and include those manufactured, marketed and/or sold by the Settling Defendant directly or through its affiliates, including but not limited to parent and subsidiary companies, including but not limited to M.O.S. (Morphine Hydrochloride) products, Cophylac, Cophylac Drops, Onsolis, Opana ER, Painex, Kadian and Ralivia;
- (v) **"Opioid Use Disorder"** means use of Opioids resulting in:
 - i. giving up important social occupation or recreational activities;
 - ii. persistent desire or unsuccessful efforts to reduce Opioid use;
 - iii. failure to fulfill occupational, scholastics or home life obligations;
 - iv. persistent or recurrent social or interpersonal problems;
 - v. impairment in physically hazardous situations;
 - vi. tolerance requiring use of larger amounts of Opioids than intended;

- vii. a persistent or recurrent physical or psychological problem that is caused or exacerbated by Opioids; or
 - viii. Opioids withdrawal syndrome.
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- (w) "**Opt-Out Deadline**" means the deadline, following the publication of the Notice of Certification and Settlement Approval Hearing and to be agreed upon by the Parties and approved by the Court, for Class Members to opt out of the Action;
 - (x) "**Opt-Out Form**" means a form, to be agreed upon by the parties and approved by the Court, by which the Class Members may opt out of the Action;
 - (y) "**Parties**" means the Settling Defendant and the Plaintiffs;
 - (z) "**Phase 1 Notice Plan**" means the Court-approved plan to disseminate the Notice of Certification and Settlement Approval Hearing to the Class Members, attached hereto as **Schedule "C"** and as approved by the Court;
 - (aa) "**Phase 2 Notice Plan**" means the Court-approved plan to disseminate the Notice of Settlement Approval to the Class Members, as agreed upon by the Parties;
 - (bb) "**Plaintiffs**" means the representative plaintiffs who have jointly retained Class Counsel to commence this Action against the Defendants, and who are named in the Claim, as herein defined: Darryl Gebien, Stephen Pye, Michael Roelofsen, Rebecca Stinton, Amanda Canella, Megan Brayshaw, and Siobhan Mackenzie;
 - (cc) "**Releasees**" means individually and collectively, the Settling Defendant, and each of its past, present and future affiliates, including but not limited to parent and subsidiary companies and, for each and all of those companies, their past, present and future officers, employees, representatives, administrators, insurers, volunteers, agents and their respective heirs, successors, executors and assigns;
 - (dd) "**Releasers**" means jointly and severally, individually and collectively, Class Members, and the direct heirs of any Class Members, who were prescribed Opioids manufactured or marketed by only the Settling Defendant during the Class Period, and who suffer or have suffered from Opioid Use Disorder, excluding any officer or director of the Settling Defendant;

- (ee) "**Released Claims**" means any and all actions, counterclaims, causes of action, claims, whether statutory or otherwise and demands for damages, indemnity, contribution, costs, interest, loss or harm of any nature and kind whatsoever, known or unknown, whether at law or in equity, and howsoever arising which the Releasers may heretofore have had, may now have or may hereafter have whether commenced or not in connection with all claims asserted or relating to events that occurred during the Class Period regarding the manufacture, distribution, prescription, dispensing, sale, payment, purchase, use, ingestion, clinical investigation, administration, regulatory approval, regulatory compliance, promotion, advertising, research, design, development, formulation, marketing and labelling (including product monograph) of any Opioids, alone or in combination with any other substances, or otherwise relating to any of the allegations made or that could have been made in the Action or analogous proceedings which might have been or may be initiated by the Releasers;
- (ff) "**Settling Defendant**" means, collectively, Valeant Canada LP/Valeant Canada S.E.C. and Bausch Health Companies Inc., as these entities are described in paras. 38-41 of the Claim;
- (gg) "**Settlement Amount**" means the sum of \$600,000 CAD all inclusive, which the Settling Defendant has agreed to pay to settle the Action and Released Claims, inclusive of all approved claims and Released Claims of Class Members, costs of notice and settlement administration, and Class Counsel Fees, disbursements and taxes; and
- (hh) "**Trust Account**" means the interest-bearing trust account at a Canadian financial institution under the control of Class Counsel, for the benefit of the Class Members, as provided for in this Agreement.

SECTION 2 – CERTIFICATION FOR SETTLEMENT PURPOSES AND SETTLEMENT APPROVAL

2. The Parties shall use their reasonable best efforts to implement this Agreement and to secure the prompt, complete and final discontinuance with prejudice of the Action as against the Releasees who are named as Defendants in the Action.

3. As soon as practicable after the execution of this Agreement, the Plaintiffs shall seek Court approval of an order certifying this action only as against the Settling Defendant for settlement purposes and approving the Phase 1 Notice Plan, as described in clause 1(z) of this Agreement, and shall implement the Phase 1 Notice Plan using the forms of Notice approved by the Court.
4. As soon as practicable after the Phase 1 Notice Plan has been disseminated, the Plaintiffs shall file a motion in the Court for an order approving this Agreement and approving the Phase 2 Notice Plan.
5. As soon as practicable after the Court Approval Date, the Plaintiffs shall implement the Phase 2 Notice Plan using the forms of Notice approved by the Court.
6. The Approval Order, as described in clause 1(d), shall be substantially in the form attached as **Schedule "D"** to this Agreement.
7. This Settlement Agreement shall only become final and effective on the Court Approval Date.
8. Until the Plaintiffs file a motion in this Court for an order certifying this Action as against the Settling Defendant for settlement purposes, as described in clause 4, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior consent of counsel for the Settling Defendant and Class Counsel, as the case may be, except as required for the purposes of financial reporting, the preparation of financial records (including tax returns and financial statements), pursuant to regulatory requirements, as necessary to give effect to its terms, or as otherwise required by law.

SECTION 3 – SETTLEMENT AMOUNT

9. The Settlement Amount will be the payment made by or on behalf of the Settling Defendant in the amount of \$600,000 CAD.
10. The Settlement Amount is all-inclusive and, therefore, includes, without limitation, all claims, interest, legal costs, disbursements, administration costs, adjudication costs, notice costs, taxes and disbursements. The Settlement Amount is in full and final settlement of the Action as against the Settling Defendant.

11. The Settling Defendant shall pay the Settlement Amount to Class Counsel within thirty (30) days after the Court Approval Date, for deposit into the Trust Account. Payment of the Settlement Amount shall be made by wire transfer, with banking information that must be provided by Plaintiffs in the form requested by the Settling Defendant.
12. The Settling Defendant has no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Agreement or the Action, including, but not limited to, legal fees or costs of notice.
13. Any and all interest earned on the Settlement Amount in the Trust Account shall become and remain part of the Trust Account.
14. Subject to clauses 54 to 57 herein, the Settlement Amount shall be held in the Trust Account and is to be disposed of either in accordance with a further order of the Court or on the final resolution of the Action as against all Defendants, including all Non-Settling Defendants, either by award, judgement, settlement, or otherwise (the “**Final Resolution Date**”).
15. Class Counsel shall maintain the Trust Account. Class Counsel shall be solely responsible to fulfill 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.
16. The Settling Defendant shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax or any income earned on the Settlement Amount or pay any taxes on the monies in the Trust Account, unless this Agreement is terminated, in which case the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid to the Settling Defendant who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel.

SECTION 4 – OPTING OUT

17. The following provisions apply if an opt-out period in the Action has not expired as of the date of the Notice Approval Order:

- (a) The Opt-Out Deadline and the Opt-Out Form will be mutually agreed upon by the Parties and approved by the Court.
 - (b) Persons seeking to opt-out of the Action must do so by completing the Opt-Out Form, as agreed upon by the Parties, and to send this form to Class Counsel, in accordance with the instructions outlined in the Notice of Certification and Settlement Approval Hearing.
 - (c) Any potential Class Member who validly opts out of the Action shall not be able to participate in the Action and no further right to opt-out of the Action will be provided.
18. Within thirty (30) days of the Opt-Out Deadline, Class Counsel shall provide to the Settling Defendant a report with copies of the written elections to opt-out.
19. With respect to any potential Class Member who validly opts out from the Action, the Settling Defendant reserves all of their legal rights and defences.
20. The Plaintiffs expressly waive their right to opt-out of the Action, through Class Counsel.

SECTION 5 – TERMINATION OF SETTLEMENT AGREEMENT

21. The Plaintiffs and the Settling Defendant shall, in their respective discretions, have the right to terminate the settlement set forth in this Settlement Agreement by providing written notice of their election to do so (the "**Termination Notice**") to all other Parties hereto within thirty (30) days of the date on which:
- (a) The Court declines to certify the Action for the purposes of settlement as against the Settling Defendant;
 - (b) The Court declines to approve this Agreement or any material part hereof;
 - (c) The Court approves this Agreement in a materially modified form; or
 - (d) The Court issues an order approving this Agreement that is not substantially in the form attached hereto as **Schedule "A"**.

22. The Settling Defendant may terminate this Agreement in its sole discretion, acting reasonably, if more than fifty (50) individuals validly opt out of the Action. If the Settling Defendant intends to exercise their termination right, they will provide written notice of that intention to Class Counsel within thirty (30) days following receipt of Class Counsel's report with copies of elections to opt out (the "**Clause 22 Termination Date**").
23. If this Agreement is terminated in accordance with the terms outlined herein, except those provisions that may survive after termination of the Agreement, as outlined below, this Agreement shall be null and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.
24. For greater certainty, if this Agreement is terminated in accordance with the terms outlined herein, clauses 28 to 31 of this Agreement shall be null and void and have no further force or effect.
25. Any order, ruling, or determination by a court with respect to Class Counsel Fees, disbursements, or a protocol for distributing the Settlement Amount, shall not be deemed to be a material modification of the terms of this Agreement and shall not be a basis for termination of this Agreement.
26. If this Agreement is terminated in accordance with the terms outlined herein, or otherwise fails to take effect for any reason:
 - (a) No motion to certify the Action as a class proceeding as against the Settling Defendant, brought on the basis of this Agreement, or to approve this Agreement, which has not been decided, shall proceed;
 - (b) Any order certifying the Action as against the Settling Defendant, on the basis of the Agreement, or approving this Agreement, shall be set aside and declared null and void and of no force or effect, and the Parties shall be estopped from asserting otherwise;
 - (c) Any order dismissing the Action as against the Settling Defendant shall be set aside and declared null and void and of no force or effect;
27. If this Agreement is terminated in accordance with the terms outlined herein or breached by the Plaintiffs, Class Counsel shall, within thirty (30) days of written notice from the

Settling Defendant advising that this Agreement has been terminated or breached, return to the Settling Defendant the Settlement Amount, plus all accrued interest thereon, except for funds from the Settlement Amount that have been distributed to the Class in accordance with a further order of the Court.

SECTION 6 – RELEASES AND DISMISSALS

28. The obligations incurred pursuant to this Agreement are in full and final disposition of:
 - (a) The proceedings against the Releasees who are named as Defendants; and
 - (b) Any and all Released Claims as against any and all Releasees.

29. On the Court Approval Date, each of the Releasors:
 - (a) Shall be deemed to have, and by operation of the Approval Order shall have, fully, finally, and forever waived, released, relinquished, and discharged all Released Claims that the Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have or hereafter can, shall or may have against the Releasees, regardless of whether such Releasor executes and delivers a proof of claim and release form;
 - (b) Shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Releasees; and
 - (c) Agrees and covenants not to sue any of the Releasees on the basis of any Released Claims.

30. On the Court Approval Date, for any Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasors do not release the Releasees but instead covenant and undertake not to make any claim in any way or to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claim, except for the continuation of the Action as against the Non-Settling Defendants or unnamed alleged co-conspirations that are not Releasees or, if the Action is not certified, the continuation of the claims asserted in the Action on an individual basis or otherwise against any Non-Settling Defendants or unnamed co-conspirator that is not a Releasee. For greater certainty and

without limiting the generality of the foregoing, each of the Releasors shall not assert or pursue a Released Claim against any Releasee under the laws of any foreign jurisdiction.

31. On the Court Approval Date, the Action shall be dismissed with prejudice and without costs as against the Settling Defendant.
32. The releases contemplated in this Section shall be considered a material term of this Agreement and the failure of any Court to approve the releases contemplated herein shall give rise to a right of termination pursuant to Section 5 of the Agreement.

SECTION 7 – CLAIMS AGAINST OTHER ENTITIES

33. Except as provided herein, this Agreement does not settle, compromise, release or limit in any way whatsoever any claim by the Releasors against any person or entity other than the Releasees.
34. This Agreement, and the Approval Order effecting implementation of this Agreement, has no impact on any claims or causes of action that the Class Members have or may have in the Action as against any one or more of the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees.
35. Class Counsel shall seek bar orders from the Court providing for the following:
 - (a) To the extent that such claims are recognized at law, all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Action, or otherwise, by any Non-Settling Defendant, or any named or unnamed co-conspirator that is not a Releasee or any other person or party against the Releasee, or by a Releasee against any Non-Settling Defendant or any named or unnamed co-conspirator that is not a Releasee or any other Person or party, are barred, prohibited and enjoined in accordance with the terms of this Section (unless such claim is made in respect of a claim by a Person who has validly opted out of the Proceedings);

- (b) If the Court ultimately determines that a claim for contribution and indemnity or other claim over, whether in equity or in law, by status or otherwise, is a legally recognized claim:
- i. The Plaintiffs and Settlement Class Members shall not be entitled to claim or recover from any Non-Settling Defendant and/or any named or unnamed co-conspirators 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, interest and costs that corresponds to the proportionate liability of the Releasees proven at trial or otherwise;
 - ii. The Plaintiffs and Class Members shall limit their claims against any Non-Settling Defendant and/or any named or unnamed co-conspirators and/or any other person or party that is not a Releasee, to include only, and shall only seek to recover from any Non-Settling Defendant and/or any named or unnamed co-conspirators and/or any other person or party that is not a Releasee, such claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs attributable to the aggregate of the several liability of each Non-Settling Defendant and/or any other person or party that is not a Releasee to the Plaintiffs and Class Members, if any, and, for greater certainty, the Class Members shall be entitled to claim and seek to recover on a joint and several basis as between each Non-Settling Defendant and/or any other person or party that is not a Releasee, if any, if permitted by law;
 - iii. This Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Action, whether or not the Releasees remain in the Action or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the Action and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the Action and shall not be binding on the Releasees in any other proceeding;

- iv. Any Non-Settling Defendant may, on motion to this Court brought on at least thirty (30) days' notice to Counsel for the Settling Defendant, and not to be brought unless and until the Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek Orders for the following:
 - (A) Documentary discovery and an affidavit of documents from the Settling Defendant in accordance with the *Rules of Civil Procedure*, RRO 1990, Reg. 194;
 - (B) Oral discovery of a representative of a Settling Defendant, the transcript of which may be read in at trial;
 - (C) Leave to serve a request to admit on the Settling Defendant in respect of factual matters; and/or
 - (D) The production of a representative of the Settling Defendant to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.
- v. The Settling Defendant retains all rights to oppose such motions brought by the Non-Settling Defendants pursuant to clause 35(b)iv. Moreover, nothing herein restricts the Settling Defendant from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with clause 35(b)iv. Notwithstanding any provision in this Order, on any motion brought pursuant to clause 35(b)iv, this Court may make such orders as to costs and other terms as it considers appropriate.
- vi. A provision that a Non-Settling Defendant may serve the motion(s) referred to in clause 35(b)iv on the Settling Defendant by service on counsel for the Settling Defendant in the Action.
- vii. To the extent that such an order is granted pursuant to clause 35(b)iv and discovery is provided to the Non-Settling Defendants, a copy of all discovery provided, whether oral or documentary in nature, shall be

provided by the Settling Defendant to the Plaintiffs and Class Counsel within ten (10) days of such discovery being provided to a Non-Settling Defendant.

- (c) The Settling Defendant shall retain and reserve all rights to oppose any motion by Non-Settling Defendants to seek discovery from the Settling Defendant.
 - (d) The Plaintiffs and Class Members hereby acknowledge and waive any right to discovery as against the Settling Defendants as set out in this clause 35 of this Settlement Agreement, or at all.
36. The Parties acknowledge that the bar orders shall be considered a material term of this Settlement Agreement and the failure of any Court to approve the bar orders contemplated herein shall give rise to a right of termination pursuant to Section 5 of the Settlement Agreement.

SECTION 8 – EFFECT OF SETTLEMENT

37. The Plaintiffs and the Releasees expressly reserve all of their rights if this Agreement is not approved, is terminated, or otherwise fails to take effect for any reason.
38. Nothing in this Settlement Agreement is an admission of any liability to the Plaintiff or to the Class Members by the Settling Defendant or the Releasees.
39. Further, whether or not this Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this 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 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 the Settling Defendant or any one of them, or of the truth of any of the claims or allegations contained in the Claim, or any other pleading filed by the Plaintiffs.
40. The Parties agree that, whether or not it is finally approved, is terminated, or otherwise fails to take effect for any reasons, this Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Agreement, and any action taken to carry out this Agreement, shall not be referred to,

offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Agreement, to defend against the assertion of Released Claims, as necessary in any insurance-related proceeding, or as otherwise required by law.

41. No Class Counsel, nor anyone currently or hereafter employed by or a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any person which relates to or arises from the Released Claims, except in relation to the continued prosecution of the Proceedings against any Non-Settling Defendant or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee. Moreover, these Persons may not divulge to anyone for any purpose any information obtained in the course of the proceedings or the negotiation and preparation of this Agreement, except to the extent such information is otherwise publicly available or unless ordered to do so by a court or unless permitted by clause 40 of this Settlement Agreement.

SECTION 9 – CERTIFICATION FOR SETTLEMENT ONLY

42. The Parties agree that the Action shall be certified as a class proceeding as against the Settling Defendant solely for the purposes of settlement of the Action and the approval of this Agreement by the Court.
43. The Parties agree that the certification of the Action as against the Settling Defendant for the purpose of implementing this Agreement shall not derogate in any way from the rights of the Plaintiffs as against the Non-Settling Defendants, except as expressly set out in this Settlement Agreement.
44. The Settling Defendant retains all of their objections, arguments, and defences with respect to class certification, and reserve all rights to contest class certification, if the settlement set forth in this Agreement does not receive the Court's approval, if the Court's approval is reversed or vacated on appeal, if this Agreement is terminated as provided herein, or if the settlement set forth in this Agreement otherwise fails to close. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any

purpose other than effectuating the settlement, and that if the settlement set forth in this Agreement does not receive the Court's final approval, if the Court's approval is reversed or vacated on appeal, if this Agreement is terminated as provided herein, or if the settlement set forth in this Agreement otherwise fails to close, this agreement as to certification of the Class becomes null and void *ab initio*, and this Agreement or any other settlement-related statement may not be cited regarding certification of the Class, or in support of an argument for certifying a class for any purpose related to the proceedings.

SECTION 10 – NOTICE TO CLASS MEMBERS

45. As soon as practicable upon the Court's approval of the Phase 1 Notice Plan, the proposed Class shall be given notice that the Action only as against the Settling Defendant has been certified for settlement purposes, notice of the hearing at which the Court will be asked to approve the Agreement and to approve the Phase 2 Notice Plan, and notice advising Class Members of their opt-out rights, including the Opt-Out Deadline and the process to opt out of this proceeding.
46. As soon as practicable after the Court Approval Date, the proposed Class shall be given notice that the Court has approved the Settlement Agreement.
47. If this Agreement is not approved, is terminated, or otherwise fails to take effect, the proposed Class shall be given notice of such event.
48. The notices shall be in the forms agreed upon by the Parties and approved by the Parties and approved by the Court or, if the Parties cannot agree on the form of the notice, the notice shall be in the forms ordered by the Court.
49. The notices shall be disseminated by the methods agreed upon by the Parties and approved by the Court or, if the Parties cannot agree on the methods for disseminating the notices, the notices shall be disseminated by the methods ordered by the Court.

SECTION 11 – ADMINISTRATION, IMPLEMENTATION AND DISTRIBUTION

50. Except to the extent provided for in this Agreement, the mechanics of the implementation and administration of this Agreement shall be determined by the Court on motions brought by Class Counsel.

51. At a time wholly within the discretion of the Class Counsel, but on notice to the Settling Defendant, Class Counsel will bring a motion seeking an order from the Court approving a protocol for distributing the Settlement Amount.
52. The Settling Defendant shall not have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution, or administration of monies in the Trust Account including, but not limited to, Administration Expenses and Class Counsel Fees.

SECTION 12 – CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES

53. The Settling Defendant shall not be liable for any fees, disbursements or taxes of any of Class Counsel's, the Plaintiffs', or Class Members' respective lawyers, experts, advisors, agents, or representatives, or any lien of any person on any payment to any Class Member from the Settlement Amount.
54. Class Counsel shall pay the costs of the notice required by Section 10 of this Agreement and any costs of administering the opt-out process required by Section 4 of this Agreement from the Trust Account, as they become due. The Releasees shall not have any responsibility for the costs of the notice or translation.
55. Class Counsel may seek the Court's approval to pay Class Counsel Fees contemporaneous with seeking approval of this Agreement. The Settling Defendant shall take no position on Class Counsel's motion to approve their request for Class Counsel Fees.
56. No amounts, including amounts for Class Counsel Fees, can be paid from the Trust Account prior to the Clause 22 Termination Date. After the Clause 22 Termination Date has passed, Class Counsel may pay, from the Trust Account, any and all court-approved expenses, including fees, disbursements, administration costs and any amounts due under the court-approved litigation funding agreement, in accordance with an Order of the Court.
57. Except as provided herein or ordered by the Court, Administration Expenses may only be paid out of the Trust Account after the Final Resolution Date.

SECTION 13 – MISCELLANEOUS

58. Class Counsel or the Settling Defendant may apply to the Court for directions in respect of the interpretation, implementation and administration of this Agreement.
59. All motions contemplated by this Agreement shall be on notice to the Parties.
60. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario.
61. This 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 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 Agreement, unless expressly incorporated herein.
62. This Agreement may not be modified or amended except in writing and on consent of all of the Parties, and any such modification or amendment must be approved by the Court.
63. The recitals to this Agreement are true and form part of the Settlement Agreement.
64. The schedules annexed hereto form part of this Agreement.
65. 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 this Agreement;
 - (b) The terms of this 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 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, beyond the terms

of the Agreement, with respect to the first Party's decision to execute this Agreement.

66. This Agreement may be signed (including electronic signatures) by the Parties in counterpart, and delivered electronically, which shall have the same effect and enforceability as a single executed document.
67. Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Parties identified above their respective signatures and their law firms.
68. Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile 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

Kirk M. Baert
kmbaert@kmlaw.ca

Adam Tanel
atanel@kmlaw.ca

Vlad Calina
vcalina@kmlaw.ca

Caitlin Leach
cleach@kmlaw.ca

Lawyers for the Plaintiff

For the Settling Defendant:

BLAKE, CASSELS & GRAYDON LLP
Suite 4000, Commerce Court West
199 Bay Street
Toronto ON M5L 1A9

James Sullivan
james.sullivan@blakes.com

TYR LLP

488 Wellington Street West
Suite 300-302, Toronto ON M5V 1E3

Melanie Baird

mbaird@tyrllp.com

**Lawyers for the Defendants, Valeant Canada LP / Valeant Canada S.E.C. and
Bausch Health Companies Inc.**

IN WITNESS THEREOF, each of the Parties has caused this Agreement to be executed on his/her/their behalf by his/her/their duly authorized counsel of record, effective as of February 6, 2026.

**Kirk M. Baert/ Adam Tanel/
Vlad Calina/ Caitlin Leach/
Koskie Minsky LLP
Counsel for the Plaintiffs**

**James Sullivan/ Melanie Baird
Counsel for the Defendants**

SCHEDULE "A"

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

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE)
)
JUSTICE MORGAN) 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 certifying this action as a class proceeding for settlement purposes as against the Defendants, Valeant Canada LP/Valeant Canada S.E.C. and Bausch Health Companies Inc. (collectively "**Valeant**"), 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 Valeant ("**Settlement Agreement**"), was heard this day;

ON READING the Motion Record, filed, including:

- (a) The Settlement Agreement attached to this Order as **Appendix “A”**;
- (b) The affidavit of [name], sworn [date], and the exhibits attached thereto;

UPON BEING ADVISED that service of the Motion Record has been effected by the Plaintiffs on Valeant and the Non-Settling Defendants via email correspondence, which is hereby deemed valid service by this Honourable Court;

AND ON BEING ADVISED that the Parties consent to this Order;

AND UPON HEARING the submissions of Class Counsel and Counsel for Valeant;

AND without any admission of liability on the part of Valeant, which has denied any and all liability;

THIS COURT ORDERS that:

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.

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 who were prescribed Opioids manufactured or marketed by the Defendants (as hereinafter defined) from January 1, 1996, to the present day and who suffer or have suffered from Opioid Use Disorder, as described in the Claim, together with their heirs, and any member of the Family Law Class, excluding any officer or director of the Defendant.

6. The Family Law Class is defined as:

“Family Law Class” means all persons in Canada who, by reason of a relationship to a Class Member, has standing pursuant to s. 61(1) of the *Family Law Act*, R.S.O. 1990, c. F.3, or equivalent legislation in any other province or territory, or the common law.

7. The **"Settlement Class"** or **"Settlement Class Members"** means every member of the Class that does not submit an Opt Out Request before the Opt Out Deadline.

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

Did Valeant breach a duty owed to the Settlement 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, negligence, breach of the duty to warn, and fraudulent concealment.

11. The requirement for notice to Class Members that the action has been certified as a class proceeding as against Valeant is hereby dispensed with.

Notice Publication and Dissemination

12. 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.

13. The Class Notice shall be published and disseminated in accordance with the Notice Plan, attached hereto as **Appendix “C”**.

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

15. 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 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

16. 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*.

17. 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, www.kmlaw.ca.

Opting Out

18. 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.

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

20. 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.

21. 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.

22. 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 Settlement Class and shall be bound by the terms of this Order and the Settlement Agreement.

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

24. 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

25. In this Order, an "Objector" is any Settlement Class Member who has an Objection to the Settlement Agreement or the Class Counsel Fee.

26. 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.

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

- (i) the name of the National Opioids Class Action and the Court file number, CV-19-00620048-00CP;

- (ii) the name and address of the Settlement Class Member making the Objection;
- (iii) the name and address of the Settlement Class Member's representative;
- (iv) a brief description of the reasons for the Settlement Class Member's Objection;
- (v) the signature of the Settlement Class Member or, in the case of a Settlement Class Member under disability, the Settlement Class Member's authorized representative;
and
- (vi) the date on which the Objection is signed.

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

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

30. 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.

31. An Objector must be a duly authorized representative of a Settlement Class Member. No Objection may be made by any appointees (other than a Settlement 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 Settlement Class Members or any one of them.

32. An Objector must agree to make an authorized representative available for examination under oath within 21 Days after delivery of its Objection.

No Admission of Liability

33. Nothing in this Order shall be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or an admission of any wrongdoing or liability by Valeant or any

other Releasee, or an admission of the truth of any of the claims or allegations contained in this class proceeding, its pleadings, or any other pleading filed by the Plaintiffs in any other litigation.

Termination

34. If the Settlement Agreement is terminated 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

35. It is hereby declared that the Plaintiffs and Valeant 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.

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

37. The Plaintiffs, Valeant, 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

38. There will be no costs of this motion.

Date of issuance

Signature of judge, associate judge or registrar

Darryl Gebien et al
Plaintiffs

Apotex Inc. et al
and
Defendant

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

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kmbaert@kmlaw.ca
Tel: 416-595-2092 / Fax: 416-204-2889

Adam Tanel LSO#: 61715D
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Caitlin Leach LSO#: 82774T
cleach@kmlaw.ca
Tel: (416) 595-2124 / Fax: (416) 204-2882

Lawyers for the Plaintiffs

SCHEDULE B

Have you used any opioid products in Canada since January 1, 1996

If YES, a 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, the proposed settlement, and how the proposed settlement may affect your rights.

WHAT IS THE PROPOSED SETTLEMENT ABOUT?

The Plaintiffs in a national class action concerning opioid dependency and addiction have reached a proposed settlement ("**Settlement**") with Valeant Canada LP/Valeant Canada S.E.C. and Bausch Health Companies Inc. (collectively "**Valeant**").

The Plaintiffs in the class action sought compensation from major pharmaceutical companies, including Valeant, on behalf of Canadians who were prescribed and became addicted to opioids (the "**Class**").

Litigation continues against these other pharmaceutical companies (the "**Non-Settling Defendants**").

Valeant has denied the allegations against it, and no determination of its liability has been made.

Instead, the Plaintiffs and Valeant have entered the Settlement, which provides for:

- an all-inclusive payment of CAD\$600,000.00 by Valeant, to end the class action against Valeant, and allowing the Plaintiffs to continue the Action against the Non-Settling Defendants.

The Plaintiffs and Class Counsel believe the Settlement is in the best interest of the Class given Valeant's minimal sales of opioid in Canada and the continuation of the Action against 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 the notice provide information on when and where it will be held.

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

YOUR OPTIONS RIGHT NOW

Your options depend on whether you took M.O.S. (Morphine Hydrochloride) products, Cophylac, Cophylac Drops, Onsolis, Opana ER, Painex, Kadian or Ralivia.

If you **did** take any of M.O.S. (Morphine Hydrochloride) products, Cophylac, Cophylac Drops, Onsolis, Opana ER, Painex, Kadian or Ralivia then the settlement may affect your rights.

If you did **NOT** take M.O.S. (Morphine Hydrochloride) products, Cophylac, Cophylac Drops, Onsolis, Opana ER, Painex, Kadian or Ralivia, then you do not need to do anything.

OPTING OUT OF THE CLASS ACTION

If you took any of M.O.S. (Morphine Hydrochloride) products, Cophylac, Cophylac Drops, Onsolis, Opana ER, Painex, Kadian and Ralivia, then you have the following options:

Do nothing	<p>If you support the proposed settlement, you do not need to do anything right now.</p> <p>If the Court approves the settlement, you will be able to make a claim at a later date for money that you may be entitled to.</p>
Opt-Out	<p>You can decide to get out of this class action lawsuit and to get no money from it. If you took opioids manufactured by any of the Non-Settling Defendants listed below, opting-out of the class action now will prevent you from making a claim for compensation against them. If you wish to continue participating in the Action against the Non-Settling Defendants, then you should <u>not opt-out</u>.</p> <p>A Class Member cannot ask to be excluded by phone, by email, or on the Website. An Opt-Out Request must be emailed, or mailed and postmarked by [insert Opt Out Deadline] to Class Counsel at:</p> <p style="text-align: center;">Koskie Minsky LLP, 20 Queen Street West, Suite 900, Toronto, ON, M5H 3R3, Attn: [insert]</p>

VOICING YOUR OBJECTION TO THE SETTLEMENT

If you took any of [insert opioid products of Valeant], and you wish to **voice an objection to the proposed settlement**, then you can fill out an Objection Form.

An objection must be made individually and not on behalf of a group. A copy of the Objection Form is available on Class Counsel's website (<https://kmlaw.ca/cases/liability-for-opioid-epidemic/>).

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

WHERE WILL THE SETTLEMENT APPROVAL HEARING BE HELD?

The Honourable Justice Morgan of the Ontario Superior Court of Justice will hold a public hearing in the Action on [Settlement Approval Hearing Date and time] at 330 University Avenue, Toronto, Ontario, M5G 1R7 to determine whether to approve the Settlement and the legal fees requested by Class Counsel.

If the Settlement is approved, the Settlement Amount (less notice costs and legal fees) 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.

HOW COULD THE SETTLEMENT APPROVAL AFFECT MY RIGHTS?

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

The Settlement Class Members are the Plaintiffs and all persons in Canada who were prescribed Opioids manufactured or marketed by the Defendants from January 1, 1996, to the present day and who suffer or have suffered from Opioid Use Disorder, together with their heirs, and any member of the Family Law Class (as defined in the Settlement Agreement), excluding any officer or director of the Defendants.

Any Settlement Class Member who does not want to be legally bound by the Settlement must take steps to be excluded from the Settlement Class and the Action on or before [insert Opt-Out Deadline], or they will not ever again be able to sue Valeant or any Releasees about the legal claims the Settlement resolves.

If a Class Member does not comply with these opt out procedures, including the Opt Out Deadline, they will be deemed a Settlement Class Member and lose the ability to be excluded from the Settlement and Action. A Settlement Class Member's rights will be determined in the Action by the Settlement, provided it is approved by the Court.

A Settlement Class Member who does not take timely steps to be excluded may object to the Settlement or Class Counsel's request for legal fees on or before [insert Opt-Out Deadline].

If a Settlement Class Member wishes to appear at the Settlement Approval Hearing, they may do so only if this is stated in the written Objection.

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

WHO ARE THE LAWYERS REPRESENTING THE CLASS?

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

If a Settlement Class Member does not want to be represented by Class Counsel, they may hire their own lawyer. The Settlement 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, to Class Counsel and Counsel for Valeant at the addresses provided below, postmarked no later than [insert Opt Out Deadline]:

CLASS COUNSEL	COUNSEL FOR VALEANT
Kirk M. Baert, Adam Tanel, Vlad Calina, and Caitlin Leach	Melanie Baird and Anisah Hassan
Koskie Minsky LLP 20 Queen Street West, Suite 900, Toronto, ON, M5H 3R3	Tyr LLP 488 Wellington Street W, Suite 300-302 Toronto, ON M5V 1E3

Any further notices related to the Settlement will be published at www.kmlaw.ca. If you wish to receive any further noticed 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.

SCHEDULE "C"

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 via email to every Class Member who registered with Class Counsel to receive information on the National Opioids Class Action, who has identified themselves as having consumed an Opioid manufactured by Valeant Canada LP/Valeant Canada S.E.C. or Bausch

Health Companies Inc. 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) to be placed announcing the proposed settlement in a national English-language newspaper (the "**First Newspaper Notice**").
4. No later than 7 Days after the issuance of the of the Notice Approval Order, Class Counsel will arrange for an up to 7-day social media advertisement to be placed on a single platform (e.g., Google Ads or Facebook) to announce the proposed settlement (the "**First Social Media Notice**").
5. The total cost of the First Newspaper Notice and First Social Media Notice announcing the proposed settlement shall not exceed \$5,000, inclusive of taxes.
6. Class Counsel will arrange for the Class Notice to be translated from English to French.

II. Notice of Settlement Approval

7. No later than 5 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 Settlement Class Members can view and download the Settlement Approval Order.
8. No later than 5 Days after the issuance of the Notice Approval Order, Class Counsel will arrange for an advertisement (4.06" width x 4" height) to be placed announcing the settlement approval in a national English-language newspaper (the "**Second Newspaper Notice**").
9. No later than 5 Days after the issuance of the of the Notice Approval Order, Class Counsel will arrange for an up to 7-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**").
10. The total cost of the Second Newspaper Notice and Second Social Media Notice announcing the proposed settlement shall not exceed \$5,000, inclusive of taxes.
11. The Settlement Approval Order posted on the Website will be accompanied by a brief statement in English and French notifying Settlement Class Members that the Settlement Agreement has been approved.
12. Class Counsel will arrange for the Settlement Approval Order to be translated from English to French.

SCHEDULE “D”

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

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

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 approving the settlement of their action as against the Defendants, Valeant Canada LP/ Valeant Canada S.E.C and Bausch Health Companies Inc. (“**Valeant**”), pursuant to section 27.1 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 (the “**CPA**”), was heard this day at 330 University Ave, Toronto, Ontario.

ON READING the motion record of the Plaintiffs, including the settlement agreement dated •, attached to this Order as Schedule “A” (the “**Settlement Agreement**”), and the written submissions filed;

AND ON HEARING the oral submissions of counsel for the Plaintiffs and all interested parties, including any objections, written and oral;

AND ON BEING ADVISED that service of the motion record has been effected by the Plaintiffs on Valeant and the non-settling Defendants via email correspondence, which is hereby deemed valid service by this Honourable Court;

AND ON BEING ADVISED that the Plaintiffs and Valeant consent to this Order:

Interpretation

1. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement is hereby incorporated by reference into and forms part of this Order and that, unless otherwise defined herein, all capitalized terms in this Order shall have the meanings set out in the Settlement Agreement.
2. **THIS COURT DECLARES** that 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.

Settlement Approval

3. **THIS COURT DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the class.
4. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to section 27.1 of the *CPA*.
5. **THIS COURT ORDERS** that the Settlement Agreement shall be implemented and enforced in accordance with its terms.

6. **THIS COURT ORDERS AND DECLARES** that this Order and the Settlement Agreement are binding upon class members, whether or not they receive compensation under the Settlement Agreement.

7. **THIS COURT ORDERS** that Valeant shall pay \$600,000 CAD, all inclusive, in full and final settlement of the Released Claims (the “**Settlement Amount**”).

8. **THIS COURT ORDERS** that, within 30 business days of the date of this Order, Valeant shall place the Settlement Amount in the Trust Account.

Released Claims

9. **THIS COURT ORDERS AND DECLARES** that the Releasors shall not make or continue any claim, complaint, demand, action, suit or proceedings arising out of or relating to the subject matter of the Released Claims against the Releasees.

10. **THIS COURT ORDERS AND DECLARES** that, without limiting the foregoing, each Class Member, whether or not they receive compensation under the Settlement Agreement, is deemed to have completely and unconditionally released and forever discharged the Releasees from any and all Released Claims as set out in the Settlement Agreement.

11. **THIS COURT ORDERS AND DECLARES** that the use of the term “Released Claims” in this Order does not constitute a release of claims by those Releasors from any province or territory where the release of one tortfeasor is a release of all tortfeasors.

Notice Plan

12. **THIS COURT APPROVES** the notice plan in Schedule “B” to this Order, including the notices substantially in the form set out therein.

Dismissal of the Action

13. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void on subsequent motion made on notice.

14. **THIS COURT ORDERS** that this action shall be dismissed as against Valeant without costs and with prejudice.

Darryl Gebien et al
Plaintiffs

Apotex Inc. et al
and
Defendant

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

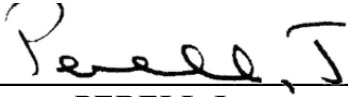
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Lawyers for the Plaintiffs



PERELL J.

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., 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

Proceeding under the *Class Proceedings Act, 1992*

SECOND FRESH AS AMENDED STATEMENT OF CLAIM

TO THE DEFENDANTS

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

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

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

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

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

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$5,000.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$400.00 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: May 15, 2019

Issued by _____
Local Registrar

Address of court office 393 University Avenue
Toronto ON
M5G 1E6

TO: **APOTEX INC.**
2700-700 West Georgia Street
Vancouver, BC V7Y 1B8

AND TO: **APOTEX PHARMACEUTICAL HOLDINGS, INC.**
150 Signet Drive
Weston, ON M9L 1T9

AND TO: **BRISTOL-MYERS SQUIBB CANADA**
1959 Upper Water Street, Suite #900
Halifax, NS B3J 2X2

AND TO: **BRISTOL-MYERS SQUIBB COMPANY**
1209 Orange Street
Wilmington, Delaware, USA 19801

- AND TO: **PALADIN LABS**
Suite 1800-510 West Georgia Street
Vancouver, BC V6B 0M3
- AND TO: **ENDO PHARMACEUTICALS INC.**
1400 Atwater Drive
Malvern, Pennsylvania, USA 19355
- AND TO: **ENDO INTERNATIONAL PLC**
First Floor, Minerva House
Simmons Court Road
Ballsbridge Dublin 4, Ireland
- AND TO: **JANSSEN INC.**
595 Burrard Street
Suite 2600, PO Box 49214
Vancouver, BC V7X 1L3
- AND TO: **JOHNSON & JOHNSON**
1 Johnson & Johnson Plaza
New Brunswick, New Jersey, USA 08933
- AND TO: **PHARMASCIENCE INC.**
6111 Royalmount Avenue, Suite 100
Montreal, QC H4P 2T4
- AND TO: **JODDES LIMITED**
6111 Royalmount Avenue, Suite 100
Montreal, QC H4P 2T4
- AND TO: **MYLAN PHARMACEUTICALS ULC**
85 Advance Road
Etobicoke, ON M8Z 2S6
- AND TO: **PURDUE PHARMA INC.**
1200 Waterfront Centre
200 Burrard Street, PO Box 48600
Vancouver, BC V7X 1T2
- AND TO: **PURDUE PHARMA L.P.**
One Stamford Forum
201 Tresser Boulevard
Stamford, Connecticut, USA 06901-3431
- AND TO: **THE PURDUE FREDERICK COMPANY INC.**
One Stamford Forum
201 Tresser Boulevard
Stamford, Connecticut, USA 06901-3431

- AND TO: **PURDUE FREDERICK INC.**
40 King Street West, Suite 4400
Toronto, ON M5H 3Y4
- AND TO: **RANBAXY PHARMACEUTICALS CANADA INC.**
2680 Matheson Blvd. East, Suite 200
Mississauga, ON L4W 0A5
- AND TO: **SUN PHARMACEUTICAL INDUSTRIES LTD.**
Sun Pharma Advanced Res.Centre,
Tandalja, Vadodara, India GJ-390020
- AND TO: **SANIS HEALTH INC.**
Suite 200, Phoenix Square
371 Queen Street
Fredericton, NB E3B 1B1
- AND TO: **SANDOZ CANADA INC.**
800-885 West Georgia Street
Vancouver BC V6C 3H1
- AND TO: **TEVA CANADA LIMITED**
Suite 2200, 1055 West Hastings Street
Vancouver, BC V6E 2E9
- AND TO: **TEVA PHARMACEUTICALS USA, INC.**
1090 Horsham Road
North Wales, Pennsylvania USA 19454
- AND TO: **TEVA PHARMACEUTICAL INDUSTRIES LTD.**
5 Basel St., Petach Tikva
Israel, 49131
- AND TO: **ACTAVIS PHARMA COMPANY**
30 Novopharm Court
Toronto, ON M1B 2K9
- AND TO: **VALEANT CANADA LP/ VALEANT CANADA S.E.C.**
2700-700 West Georgia Street
Vancouver, BC V7Y 1B8
- AND TO: **BAUSCH HEALTH COMPANIES INC.**
25th floor
700 West Georgia Street
Vancouver, BC V7Y 1B3

CLAIM

1. The Plaintiffs claim on their own behalf, and on behalf of the Class described herein:
 - (a) an order certifying this action as a class proceeding and appointing the Plaintiffs as representative Plaintiffs for the Class Members;
 - (b) a declaration that the Defendants have breached the *Competition Act*, R.S.C. 1985, c. C-35, section 52;
 - (c) a declaration that the Defendants made fraudulent and/or negligent misrepresentations in relation to Opioids;
 - (d) a declaration that the Defendants breached their duty to warn consumers of the risk of harm caused by Opioids;
 - (e) a declaration that each of the Defendants is vicariously liable for the acts and omissions of its officers, directors, agents, employees and representatives;
 - (f) an accounting of the profits each Defendant earned during the class period from the sale of Opioids to the Class and disgorgement to the Class of such profits;
 - (g) damages under section 36 of the *Competition Act* for loss or damage suffered as a result of conduct contrary to section 52;
 - (h) pecuniary damages in the amount of \$1,000,000,000.00 for Class Members who suffered injuries and damages as a result of the Defendants' fraudulent misrepresentations, negligent misrepresentation, and breach of the duty to warn;
 - (i) non-pecuniary damages in an amount to be assessed for each Class Member who suffered damages as a result of the Defendants' fraudulent misrepresentation, negligent misrepresentation, and breach of the duty to warn;

- (j) damages pursuant to the *Family Law Act*, R.S.O. 1990, c F.3 s.61 and similar legislation (and common law) in other provinces, in the amount of \$100,000.00 for each Family Law Class Member;
- (k) punitive damages in the amount of \$100,000,000.00;
- (l) the costs of distributing all monies received to Class Members;
- (m) pre-judgment and post-judgment interest;
- (n) costs on a substantial indemnity basis, plus applicable taxes; and
- (o) such further and other relief as this Honourable Court may deem just.

A. DEFINITIONS

2. The capitalized terms used in the Statement of Claim have the meanings indicated below:
- (a) "**Class**" and "**Class Members**" means all persons in Canada, save for excluded persons, who were prescribed Opioids manufactured or marketed by the Defendants from January 1, 1996 to the present day ("**Class Period**") and who suffer or have suffered from Opioid Use Disorder, according to the diagnostic criteria hereafter described;
 - (b) The Class includes the direct heirs of any deceased persons who met the above-mentioned criteria;
 - (c) "**Excluded Persons**" means:
 - (i) any person who was prescribed OxyContin® or OxyNEO® in Canada at any time between January 1, 1996 and April 15, 2016 inclusive, and was not prescribed any other Opioids, as defined below, at any time during the Class Period: and,
 - (ii) any officer or director of any of the Defendants;

- (d) **"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 the common law;
- (e) **"Opioids"** means opioid drugs or opioid products which are a class of drugs that are defined by 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) butorphanol, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, normethadone, opium, oxycodone, oxymorphone, pentazocine, tapentadol, tramadol, codeine, Dilaudid/Dilaudid HP, Belbuca, BuTrans, Targin, Fentora, Duragesic, Abstral, Metadol, Statex, Tridural, Nucynta, Nucynta CR, Nucynta ER, Nucynta IR, Lazanda, Ultram, Opana ER, Tramacet, Percocet, Percocet-DEMI, Endocet, Percodan, Kadian, and generic versions of oxycodone, oxymorphone, hydromorphone, hydrocodone, and fentanyl transdermal systems. Opioids does not include OxyContin® or OxyNEO®.
- (f) **"Opioid Use Disorder"** means use of Opioids resulting in:
- i. giving up important social occupation or recreational activities;
 - ii. persistent desire or unsuccessful efforts to reduce Opioid use;
 - iii. failure to fulfill occupational, scholastics or home life obligations;
 - iv. persistent or recurrent social or interpersonal problems;
 - v. impairment in physically hazardous situations;
 - vi. tolerance requiring use of larger amounts of Opioids than intended;
 - vii. a persistent or recurrent physical or psychological problem that is caused or exacerbated by Opioids; or
 - viii. Opioids withdrawal syndrome.

B. NATURE OF THE ACTION

3. Starting in the mid-1990s, the Defendants marketed Opioids as less addictive than they knew them to be in order to encourage the long-term use of Opioids for widespread chronic conditions and, as a result, expand the market for Opioids. The Defendants promoted Opioids as safe, effective, and appropriate for long-term use in routine pain conditions, when they knew or should have known that they were not.

4. In so doing, the Defendants breached their statutory and common law duties to the Plaintiffs and Class Members, who became addicted to Opioids. The Defendants profited from these breaches. They owe damages for the harm they have caused to the Class Members.

C. THE DEFENDANTS

5. The Defendants manufacture, market, and sell Opioids in Canada.

i. The Apotex Defendants

6. Apotex Inc. is a Canadian company. During the Class Period, Apotex Inc. manufactured, marketed, and sold Opioids in Canada.

7. Apotex Pharmaceutical Holdings, Inc. is a Canadian company. During the Class Period, Apotex Pharmaceutical Holdings, Inc., directly or through its subsidiaries or affiliates, manufactured, marketed and sold Opioids in Canada.

8. The businesses of each of the Defendants Apotex Inc. and Apotex Pharmaceutical Holdings, Inc. (collectively, "**Apotex**") are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing and sale of Opioids in Canada, including but not limited to Apo-Tramadol, Apo-Fentanyl Matrix, Apo-Hydromorphone, and Apo-Oxycodone CR.

ii. The Bristol-Myers Defendants

9. Bristol-Myers Squibb Canada is a Canadian company. During the Class Period, Bristol-Myers Squibb Canada manufactured, marketed and sold Opioids in Canada.

10. Bristol-Myers Squibb Company is an American company. During the Class Period, Bristol-Myers Squibb Company, directly or through its subsidiaries or affiliates, manufactured, marketed, and sold Opioids in Canada and in the United States of America.

11. The businesses of each of the Defendants Bristol-Myers Squibb Canada and Bristol-Myers Squibb Company (collectively, "**Bristol-Myers**") are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing and sale of Opioids in Canada during the Class Period, including but not limited to Endocet, Percocet, Percocet-DEMI, Percodan, and Percodan-Demi.

iii. The Endo Defendants

12. Paladin Labs is a Canadian company. It is affiliated with and/or controlled by Endo Pharmaceuticals Inc. ("**Endo USA**") and Endo International PLC ("**Endo International**"). During the Class Period, Paladin Labs manufactured, marketed and sold Opioids in Canada.

13. Endo USA is an American company. During the Class Period, Endo USA, directly or through its subsidiaries or affiliates, manufactured, marketed and sold Opioids in Canada and in the U.S.A.

14. Endo International is an Irish company, with its principal place of business in Dublin, Ireland. Paladin Labs and Endo USA are subsidiaries of Endo International. During the Class Period, Endo International, directly or through its subsidiaries or affiliates, manufactured, marketed and sold Opioids in Canada.

15. The businesses of each of the Defendants Paladin Labs, Endo USA and Endo International (collectively, "**Endo**") are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing and sale of Opioids in Canada, including but not limited to Opana ER, Abstral, Metadol, Statex, Tridural, PMS-Methadone, and Nucynta.

iv. The Janssen Defendants

16. Janssen Inc. (formerly known as Janssen-Ortho Inc.) is a Canadian company. During the Class Period, Janssen Inc. manufactured, marketed and sold Opioids in Canada.

17. Johnson & Johnson is an American company. Janssen Inc. is a subsidiary of Johnson & Johnson. During the Class Period, Johnson & Johnson, directly or through its subsidiaries or affiliates, manufactured, marketed and sold Opioids in Canada and the U.S.A.

18. The businesses of each of the Defendants Janssen Inc. and Johnson & Johnson (collectively, "**Janssen**") are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing and sale of Opioids in Canada, including but not limited to Duragesic, Tramacet, Ultram, Nucynta CR, PAT-Tramadol/Acet, Tylenol with Codeine No. 2, Tylenol with Codeine No. 3, Tylenol with Codeine No. 4, and Tylenol with Codeine Elixir.

v. The Pharmascience Defendants

19. Pharmascience Inc. is a Canadian company. During the Class Period, Pharmascience Inc. manufactured, marketed and sold Opioids in Canada.

20. Joddes Limited is a Canadian company. Pharmascience Inc. is a subsidiary of Joddes Limited. During the Class Period, Joddes Limited, directly or through its subsidiaries or affiliates, manufactured, marketed and sold Opioids in Canada.

21. The businesses of each of the Defendants Pharmascience Inc. and Joddes Limited (collectively, "Pharmascience") are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing and sale of Opioids in Canada, including but not limited to PMS-Butorphanol, PMS-Oxycodone CR, PMS-Fentanyl MTX, PMS-Hydromorphone, PMS-Morphine Sulfate SR, and PDP-Hydrocodone.

vi. Mylan

22. Mylan Pharmaceuticals ULC ("**Mylan**") is a Canadian company. During the Class Period, Mylan Pharmaceuticals ULC manufactured, marketed and sold Opioids in Canada, including but not limited to Mylan-Fentanyl Matrix Patch, and Mylan-Tramadol/Acet.

vii. The Purdue Defendants

23. Purdue Pharma Inc. is a Canadian company. During the Class Period, Purdue Pharma Inc. manufactured, marketed and sold Opioids in Canada.

24. Purdue Pharma L.P. is an American company. During the Class Period, Purdue Pharma L.P. directly or through its subsidiaries or affiliates, manufactured, marketed and sold Opioids in Canada and the U.S.A.

25. The Purdue Frederick Company Inc. is an American company. It is a signatory to a plea agreement in the United States District Court for the Western District of Virginia in which it admitted to the felony of misbranding the Opioid Product OxyContin with the intent to defraud or mislead.

26. Purdue Frederick Inc. is a Canadian company. During the Class Period, Purdue Frederick Inc., directly or through its subsidiaries or affiliates, manufactured, marketed and sold Opioids in Canada.

27. The businesses of each of the Defendants Purdue Pharma Inc., Purdue Pharma L.P., The Purdue Frederick Company Inc. and Purdue Frederick Inc. (collectively, "**Purdue**") are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing and sale of Opioids in Canada, including but not limited to Dilaudid, Belbuca, BuTrans, Targin, MS Contin, MS-IR, Hydromorph Contin, Oxycontin, and OxyNEO.

viii. The Ranbaxy Defendants

28. Ranbaxy Pharmaceuticals Canada Inc. is a Canadian company. During the Class Period, Ranbaxy Pharmaceuticals Canada Inc. manufactured, marketed and sold Opioids in Canada.

29. Sun Pharmaceutical Industries Ltd. ("**Sun**") is an Indian company. Ranbaxy Pharmaceuticals Canada Inc. is a subsidiary of Sun. During the Class Period, Sun, directly or through its subsidiaries or affiliates, manufactured, marketed and sold Opioids in Canada and the U.S.A.

30. The businesses of each of the Defendants Ranbaxy Pharmaceuticals Canada Inc. and Sun (collectively, "**Ranbaxy**") are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing and sale of Opioids in Canada, including but not limited to RAN-Fentanyl Matrix Patch and RAN-Oxycodone CR.

ix. Sanis

31. Sanis Health Inc. ("**Sanis**") is a Canadian company. During the Class Period, Sanis manufactured, marketed and sold Opioids in Canada, including but not limited to Oxycodone/Acet, Tramadol/Acet, and Morphine SR.

x. Sandoz

32. Sandoz Canada Inc. ("**Sandoz**") is a Canadian company. During the Class Period, Sandoz Canada Inc. manufactured, marketed and sold Opioids in Canada including but not limited to Supeudol, Sandoz Fentanyl Patch, Sandoz Oxycodone, Fentanyl Citrate Injection SDZ, Morphine HP 25, Morphine HP 50, Sandoz Opium & Belladonna, Sandoz Methadone, Sandoz Morphine SR, Morphine Sulfate Injection USP, and Meperidine Hydrochloride Injection USP.

xi. The Teva Defendants

33. Teva Canada Limited is a Canadian company. During the Class Period, Teva Canada Limited manufactured, marketed and sold Opioids in Canada.

34. Actavis Pharma Company (formerly Cobalt Pharmaceutical Company) is a Canadian company. During the Class Period, Actavis Pharma Company manufactured, marketed and sold Opioids in Canada.

35. Teva Pharmaceuticals USA, Inc., ("**Teva USA**") is an American company. During the Class Period, Teva USA, directly or through its subsidiaries or affiliates, manufactured, marketed and sold Opioids in Canada and the U.S.A.

36. Teva Pharmaceutical Industries Ltd. ("**Teva Pharmaceutical**") is an Israeli company. Teva Canada Limited, Actavis Pharma Company and Teva USA are subsidiaries of Teva Pharmaceutical. During the Class Period, Teva Pharmaceutical, directly or through its subsidiaries or affiliates, manufactured, marketed and sold Opioids in Canada.

37. The businesses of each of the Defendants Teva Canada Limited, Actavis Pharma Company, Teva USA and Teva Pharmaceutical (collectively, "**Teva**") are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing and sale of Opioids in Canada, including but not limited to Teva-Oxycocet, Teva-

Tramadol/Acetaminophen, Teva-Fentanyl, Teva-Hydromorphone, Teva-Morphine SR, ACT Oxycodone CR, and CO Fentanyl.

xii. The Valeant Defendants

38. Valeant Canada LP/Valeant Canada S.E.C. ("**Valeant Canada**") is a Canadian company. During the Class Period, Valeant Canada manufactured, marketed and sold Opioids in Canada.

39. Bausch Health Companies Inc. ("**Bausch**") is a Canadian company. Valeant Canada is a division of Bausch. During the Class Period, Bausch directly or through its subsidiaries or affiliates, manufactured, marketed and sold Opioids in Canada.

40. The businesses of each of the Defendants Valeant Canada and Bausch (collectively, "**Valeant**") are inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, marketing and sale of Opioids in Canada, including but not limited to M.O.S.-SR (Morphine Hydrochloride), Cophylac, and Cophylac Drops.

41. Apotex, Bristol-Myers, Endo, Janssen, Pharmascience, Mylan, Purdue, Ranbaxy, Sanis, Sandoz, Teva, and Valeant have during the Class Period manufactured, marketed and sold in Canada prescription pain medications that contained Opioids under brand-names and generic counterparts.

D. THE PLAINTIFFS

42. The Plaintiffs are Darryl Gebien, Stephen Pye, Michael Roelofsen, Rebecca Stinton, Amanda Canella, Megan Brayshaw, and Siobhan Mackenzie. The Plaintiffs were prescribed Opioids produced by the Defendants for chronic pain conditions and injuries as a result of, and in reliance on, misrepresentations made by the Defendants to the Plaintiffs and their healthcare

providers, which includes prescribing physicians, treating physicians, pharmacists, and nurse practitioners. As a result, the Plaintiffs each developed Opioid Use Disorder.

i. Darryl Gebien

43. Dr. Darryl Gebien lives in Toronto, Ontario. He was prescribed Percocet, an Opioid produced by Bristol-Myers, for a ligament injury in his thumb. Shortly thereafter, he became addicted to Opioids. Dr. Gebien's addiction had a significant and lasting impact on his life. Dr. Gebien lost his license to practice medicine. He lost his job. He was incarcerated. He lost custody of his children.

44. Dr. Gebien relied on information that Bristol-Myers provided to him and to his healthcare providers in choosing to consume Percocet. Dr. Gebien's healthcare providers did not inform him that Percocet was addictive and dangerous when prescribed for chronic conditions and/or long-term use. Dr. Gebien trusted that his healthcare providers were fully informed by Bristol-Myers regarding the risks and dangers of Opioid use. He relied on information provided to him and to his healthcare providers in choosing to take Percocet.

45. In consuming Percocet, Dr. Gebien trusted his healthcare providers and the accuracy of the information they relied on when prescribing Percocet for his condition. Dr. Gebien's healthcare providers and, consequently, Dr. Gebien, were influenced and informed by the misrepresentations, statements, and omissions in product packaging, labelling, or monographs, or other media created by Bristol-Myers to promulgate the New Narrative. Dr. Gebien would not have consumed Percocet for his condition had he been informed that Percocet was addictive or dangerous, in the manner set out in paragraphs 70 to 74.

ii. Stephen Pye

46. Stephen Pye lives in Grand Falls-Windsor, Newfoundland. He worked as a Junior High School teacher for 24 years. Mr. Pye was prescribed Opioids for chronic pain resulting from hernia surgeries. He was prescribed Teva-Morphine, produced by Teva; Sandoz-Morphine, produced by Sandoz; MS-IR, produced by Purdue; and APO-Oxycodone and APO-Hydromorphone, produced by Apotex.

47. Mr. Pye developed Opioid Use Disorder. Mr. Pye's addiction had a significant and lasting impact on his life. His relationships with his wife and sons were irreparably damaged. He retired early and is therefore not entitled to a full pension. His addiction caused serious mental health issues, resulting in two suicide attempts.

48. Mr. Pye relied on information that Teva, Sandoz, Purdue, and Apotex provided to him and to his healthcare providers in choosing to consume their Opioids. Mr. Pye's healthcare providers did not inform Mr. Pye that the Opioids he was prescribed were addictive and dangerous when prescribed for chronic conditions and/or long-term use. He trusted that his healthcare providers were fully informed by Teva, Sandoz, Purdue, and Apotex regarding the risks and dangers of Opioid use. Mr. Pye relied on information provided to him and to his healthcare providers in choosing to take Opioids manufactured by Teva, Sandoz, Purdue, and Apotex.

49. In consuming Opioids manufactured by Teva, Sandoz, Purdue, and Apotex, Mr. Pye trusted his healthcare providers and the accuracy of the information they relied on when prescribing Opioids for his condition. Mr. Pye's healthcare providers and, consequently, Mr. Pye, were influenced and informed by the misrepresentations, statements, and omissions in product packaging, labelling, or monographs, or other media created by Teva, Sandoz, Purdue, and Apotex

to promulgate the New Narrative. Mr. Pye would not have consumed Opioids for his condition had he been informed that they were addictive or dangerous, in the manner set out at paragraphs 70 to 74.

iii. Michael Roelofsen

50. Michael Roelofsen lives in St. Thomas, Ontario. He worked in law enforcement for over 40 years. He was prescribed Opioids for chronic neck pain. Mr. Roelofsen was prescribed Sandoz-Morphine, produced by Sandoz; Endocet, produced by Bristol-Myers; Tylenol with Codeine No. 2 and Tylenol with Codeine No. 3, produced by Janssen; and Teva-Oxycocet and Teva-Morphine, produced by Teva.

51. Mr. Roelofsen developed Opioid Use Disorder. His addiction had a significant and lasting impact on his life. He was diagnosed with hypogonadism as a result of Opioid use. He did not feel like himself without taking multiple Opioids a day. He experienced severe anxiety, depression, and insomnia.

52. Mr. Roelofsen relied on information that Sandoz, Bristol-Myers, Janssen, and Teva provided to him and to his healthcare providers in choosing to consume their Opioids. Mr. Roelofsen's healthcare providers did not inform him that the Opioids he was prescribed were addictive and dangerous when prescribed for chronic conditions and/or long-term use. Mr. Roelofsen trusted that his healthcare providers were fully informed by Sandoz, Bristol-Myers, Janssen, and Teva regarding the risks and dangers of Opioid use. Mr. Roelofsen relied on information provided to him and to his healthcare providers in choosing to take Opioids manufactured by Sandoz, Bristol-Myers, Janssen, and Teva.

53. In consuming Opioids manufactured by Sandoz, Bristol-Myers, Janssen, and Teva, Mr. Roelofsen trusted his healthcare providers and the accuracy of the information they relied on when prescribing Opioids for his condition, Mr. Roelofsen's healthcare providers and, consequently, Mr. Roelofsen, were influenced and informed by the misrepresentations, statements, and omissions in product packaging, labelling, or monographs, or other media created by Sandoz, Bristol-Myers, Janssen, and Teva to promulgate the New Narrative. Mr. Roelofsen would not have consumed Opioids for his condition had he been informed that it was addictive or dangerous, in the manner set out at paragraphs 70 to 74.

iv. Rebecca Stinton

54. Rebecca Stinton lives in Calgary, Alberta. She was a nursing student when she was prescribed Opioids for chronic migraines. Ms. Stinton was prescribed Tylenol with Codeine No. 3, produced by Janssen; APO-Tramadol, produced by Apotex; Teva-Oxycocet produced by Teva; PMS-Oxycodone produced by Pharmascience; and MS-IR produced by Purdue.

55. Ms. Stinton developed Opioid Use Disorder. Ms. Stinton's addiction had a significant and lasting impact on her life. She was unable to work as a registered nurse and remains on Long Term Disability to this day. She experienced homelessness and estrangement from her family.

56. Ms. Stinton relied on information that Janssen, Apotex, Teva, Pharmascience, and Purdue provided to her and to her healthcare providers in choosing to consume their Opioids. Ms. Stinton's healthcare providers did not inform her that the Opioids she was prescribed were addictive and dangerous when prescribed for chronic conditions and/or long-term use. Ms. Stinton trusted that her healthcare providers were fully informed by Janssen, Apotex, Teva, Pharmascience, and Purdue regarding the risks and dangers of Opioid use. Ms. Stinton relied on information provided

to her and to her healthcare providers in choosing to take Opioids manufactured by Janssen, Apotex, Teva, Pharmascience, and Purdue.

57. In consuming Opioids manufactured by Janssen, Apotex, Teva, Pharmascience, and Purdue, Ms. Stinton trusted her healthcare providers and the accuracy of the information they relied on when prescribing Opioids for her condition. Ms. Stinton's healthcare providers and, consequently, Ms. Stinton, were influenced and informed by the misrepresentations, statements, and omissions in product packaging, labelling, or monographs, or other media created by Janssen, Apotex, Teva, Pharmascience, and Purdue to promulgate the New Narrative. Ms. Stinton would not have consumed Opioids for her condition had she been informed that they were addictive or dangerous, in the manner set out at paragraphs 70 to 74.

v. Amanda Cannella

58. Amanda Cannella currently lives in Ottawa, Ontario. She was 15 years old when she was first prescribed Opioids for chronic pain following arm surgery. Ms. Cannella was prescribed Percocet, produced by Bristol-Myers; Targin (Oxycodone Hydrochloride), produced by Purdue; and Metadol, produced by Endo.

59. Ms. Cannella developed Opioid Use Disorder. Her addiction had a significant and lasting impact on her life. It took her nearly eight years to complete her four-year undergraduate degree. She suffered from depression, anxiety, suicidal ideation, and insomnia. She faced difficulty maintaining positive close relationships. Her addiction resulted in a diagnosis of hyperalgesia, causing an increased sensitivity to pain.

60. Ms. Cannella relied on information that Bristol-Myers, Purdue and Endo provided to her and to her healthcare providers in choosing to consume their Opioids. Ms. Cannella's healthcare providers did not inform her that the Opioids she was prescribed were addictive and dangerous when prescribed for chronic conditions and/or long-term use. Ms. Cannella trusted that her healthcare providers were fully informed by Bristol-Myers, Purdue and Endo regarding the risks and dangers of Opioid use. Ms. Cannella relied on information provided to her and her healthcare providers in choosing to take Opioids manufactured by Bristol-Myers, Purdue and Endo.

61. In consuming Opioids manufactured by Bristol-Myers, Purdue and Endo, Ms. Cannella trusted her healthcare providers and the accuracy of the information they relied on when prescribing Opioids for her condition. Ms. Cannella's healthcare providers and, consequently, Ms. Cannella, were influenced and informed by the misrepresentations, statements, and omissions in product packaging, labelling, or monographs, or other media created by Bristol-Myers, Purdue and Endo to promulgate the New Narrative. Ms. Cannella would not have consumed Opioids for her condition had she been informed that they were addictive or dangerous, in the manner set out at paragraphs 70 to 74.

vi. Megan Brayshaw

62. Megan Anne Brayshaw lives in Calgary, Alberta. She works as a real estate transaction coordinator. Ms. Brayshaw was prescribed Opioids in or around 2010 for the long-term treatment of chronic pain. She quickly became addicted to Opioids. Ms. Brayshaw was prescribed Percocet, produced by Bristol-Myers; Supeudol, produced by Sandoz; Hydromorph Contin, produced by Purdue; Fentanyl patches, produced by Mylan; Fentanyl patches, produced by Teva; Fentanyl patches, produced by Ranbaxy, and M.O.S.-SR, produced by Valeant.

63. Ms. Brayshaw developed Opioid Use Disorder. Her addiction had a significant and lasting effect on her life. Ms. Brayshaw suffered from debilitating lethargy and became socially withdrawn. She was unable to hold steady employment or raise her children.

64. Ms. Brayshaw relied on information that Bristol-Myers, Sandoz, Purdue, Mylan, Teva, Ranbaxy and Valeant provided to her and to her healthcare providers in choosing to consume their Opioids. Ms. Brayshaw's healthcare providers did not inform her that the Opioids she was prescribed were addictive and dangerous when prescribed for chronic conditions and/or long-term use. Ms. Brayshaw trusted that her healthcare providers were fully informed by Bristol-Myers, Sandoz, Purdue, Mylan, Teva, Ranbaxy and Valeant regarding the risks and dangers of Opioid use. Ms. Brayshaw relied on information provided to her and to her healthcare providers in choosing to take Opioids manufactured by Bristol-Myers, Sandoz, Purdue, Mylan, Teva, Ranbaxy and Valeant.

65. In consuming Opioids manufactured by Bristol-Myers, Sandoz, Purdue, Mylan, Teva, Ranbaxy and Valeant, Ms. Brayshaw trusted her healthcare providers and the accuracy of the information they relied on when prescribing Opioids for her condition. Ms. Brayshaw's healthcare providers and, consequently, Ms. Brayshaw, were influenced and informed by the misrepresentations, statements, and omissions in product packaging, labelling, or monographs, or other media created by Bristol-Myers, Sandoz, Purdue, Mylan, Teva, Ranbaxy and Valeant to promulgate the New Narrative. Ms. Brayshaw would not have consumed Opioids for her condition had she been informed that they were addictive or dangerous, in the manner set out at paragraphs 70 to 74.

vii. Siobhan Mackenzie

66. Siobhan Mackenzie lives in Cranbrook, British Columbia. She was a Support Worker. Ms. Mackenzie was prescribed Tylenol with Codeine No. 3, produced by Janssen; Teva-Oxycocet and Teva-Fentanyl, produced by Teva; APO-Tramadol, produced by Apotex; PMS-Oxycodone and PMS-Hydromorphone, produced by Pharmascience; Hydromorph-Contin, Dilaudid, and MS-IR, produced by Purdue; Metadol, produced by Endo; and SAN-Oxycodone/Acet, produced by Sanis.

67. Ms. Mackenzie developed Opioid Use Disorder. Her addiction had a significant and lasting impact on her life. Ms. Mackenzie's addiction resulted in broken relationships with her family and drove her kids farther away from her. She was unable to work and receives Canada Pension Plan disability benefits to this day. She was labelled as being unfit to parent her son while taking Opioids, resulting in British Columbia Child Protection Services removing her son from her custody.

68. Ms. Mackenzie relied on information that Janssen, Teva, Apotex, Pharmascience, Purdue, Endo, and Sanis provided to her and to her healthcare providers in choosing to consume their Opioids. Ms. Mackenzie's healthcare providers did not inform her that the Opioids she was prescribed were addictive and dangerous when prescribed for chronic conditions and/or long-term use. Ms. Mackenzie trusted that her healthcare providers were fully informed by Janssen, Teva, Apotex, Pharmascience, Purdue, Endo, and Sanis regarding the risks and dangers of Opioid use. Ms. Mackenzie relied on information provided to her and her healthcare providers in choosing to take Opioids manufactured by Janssen, Teva, Apotex, Pharmascience, Purdue, Endo, and Sanis.

69. In consuming Opioids manufactured by Janssen, Teva, Apotex, Pharmascience, Purdue, Endo, and Sanis, Ms. Mackenzie trusted her healthcare providers and the accuracy of the

information they relied on when prescribing Opioids for her conditions. Ms. Mackenzie's healthcare providers and, consequently, Ms. Mackenzie, were influenced and informed by the misrepresentations, statements, and omissions in product packaging, labelling, or monographs, or other media created by Janssen, Teva, Apotex, Pharmascience, Purdue, Endo, and Sanis to promulgate the New Narrative. Ms. Mackenzie would not have consumed Opioids for her conditions had she been informed that they were addictive or dangerous, in the manner set out at paragraphs 70 to 74.

E. THE DEFENDANTS' CONDUCT IN MARKETING & SELLING OPIOIDS

i. BACKGROUND

70. Opioids are pain-management medications that carry serious risks of addiction, overdose, and death. Most Opioids are controlled substances listed under Schedule I of the *Controlled Drugs and Substances Act*, SC 1996, c 19.

71. Opioids are addictive. As agonists, they bind with opioid receptors on the spinal cord and in the brain, numbing pain reception and encouraging the release of dopamine, lessening the perception of pain. In addition to their pain controlling effects, Opioids can also induce a euphoric high, which increases their addiction potential.

72. With continued use, patients grow tolerant to Opioids, resulting in a decrease in the release of dopamine causing cravings for Opioids. As patients become tolerant, they require progressively higher doses over time, increasing the risks of withdrawal, addiction, and overdose.

73. Opioids are dangerous. In higher doses, they slow a user's breathing, causing potentially fatal respiratory depression. Patients who delay or discontinue long-term Opioid use often

experience extended withdrawal symptoms including nausea, muscle pain, depression, anxiety, diarrhea, vomiting, restlessness, and chills.

74. Until the mid-1990s, clinical and pharmacological standards dictated that Opioids were too addictive to be prescribed for long-term treatment. Opioids help manage pain when properly prescribed for appropriate conditions. Opioids were prescribed sparingly and only for short-term conditions such as acute injury or illness, and for post-surgical or palliative care.

ii. **THE DEFENDANTS PROMOTE A "NEW NARRATIVE"**

75. Starting in the mid-1990s, the Defendants developed and promoted a false and misleading new narrative about Opioids (the “**New Narrative**”), intended to broaden the market for, and increase sales of, Opioids. The New Narrative encouraged the long-term use of Opioids for chronic conditions, including back pain, migraines, sports injuries, and arthritis, for which Opioids would not previously have been prescribed.

76. The New Narrative consisted of a series of characteristic misrepresentations and omissions that downplayed the risk of addiction and represented Opioids as necessary, effective, and safe for long-term use in the treatment of chronic pain. The New Narrative was aimed at both healthcare professionals and the public, commandeering the existing methods of communicating information about drugs to disseminate the New Narrative.

77. The Defendants knew, or ought to have known, that doctors rely on them for current, accurate and complete information about Opioids' risks, and their ability to exercise fully informed medical judgment in prescribing Opioids would be fundamentally altered by the New Narrative. The Defendants knew, or ought to have known, that promoting Opioids as safe and effective for long-term use through the New Narrative would change how doctors prescribe them to patients.

78. The Defendants knew, or ought to have known, that regulators, including Health Canada, rely on the Defendants for current, accurate and complete information about Opioids' risks. The Defendants knew, or ought to have known, that promoting Opioids as safe and effective for long-term use through the New Narrative would influence regulatory oversight, and enforcement. This, in turn, altered physicians and the public's perception of their safety and efficacy.

79. The Defendants created and promulgated the New Narrative deceitfully, or alternatively, negligently. The Defendants knew, or ought to have known, at all material times that the New Narrative was false or misleading, that the New Narrative was not supported by data or science, that their Opioid products were dangerous, highly addictive, and had high abuse potential, and that marketing them as safe for long-term use would cause Opioid addiction and death. The Defendants nonetheless promoted the New Narrative for the purpose of expanding the market for Opioid drugs.

80. The Defendants were aware of, and ignored, both public and private warnings regarding the risks of long-term Opioid use. For example, staff at Janssen repeatedly advised senior management that Janssen's advertising, marketing, and labelling of Opioids was misleading and misrepresented the scientific evidence of addiction, which was known to Janssen management and staff.

81. The Defendants, through the New Narrative, concealed the risks of new and expanded Opioid use from regulators, healthcare professionals, the Plaintiffs, and Class Members. Through the New Narrative, the Defendants downplayed those risks to displace the medical orthodoxy that Opioids were too addictive and too dangerous for widespread or long-term use.

82. The particulars of the New Narrative are set out below. The Defendants knew or ought to have known that the following representations were false or misleading and were not supported by

legitimate peer-reviewed studies. They nonetheless promoted the New Narrative to increase sales of Opioids.

1. Minimal risk of addiction

83. The Defendants' marketing and other communications aimed to and did persuade healthcare professionals and patients that any risk of addiction to Opioids could be alleviated through careful supervision by doctors. The Defendants' marketing and other communications represented that:

- a. concerns about addiction to Opioids had been exaggerated;
- b. Opioids were not addictive, or less addictive, when taken as prescribed by a physician for genuine pain;
- c. it was unfair to stigmatize patients as addicts when they just needed higher Opioid doses to alleviate their "pain", labelling genuine addiction as "pseudoaddiction";
- d. the risk of addiction for patients prescribed appropriate doses of Opioids was minimal and should not prevent prescriptions of Opioids;
- e. the risk of addiction could easily be managed including through screening and monitoring tools;
- f. only certain types of patients were at risk for addiction, primarily illegitimate patients, recreational users, or those with inadequate medical supervision;
- g. even high-risk patients could be closely managed in order to reduce or eliminate the risk of addiction;
- h. if a patient exhibited symptoms of addiction, this was only a sign that their pain was undertreated, and that additional or higher doses of Opioids were required; and
- i. abuse-deterrent formulations of Opioids made addiction unlikely.

84. The New Narrative, through these communications, aimed to and did persuade healthcare professionals that Opioids could be safely prescribed to appropriate patients without fear that such patients would become addicted.

2. Opioids would improve patient function and quality of life

85. The Defendants, in the New Narrative:

- a. Claimed that long-term Opioid use would improve the function and quality of life for patients experiencing pain;
- b. Failed to inform patients and healthcare providers of the known risks of chronic Opioid therapy; and
- c. Exaggerated the risks of competing analgesics such as over-the-counter acetaminophen or nonsteroidal anti-inflammatory drugs (“NSAIDs”) like ibuprofen.

86. These claims, which were made to promote Opioid use and increase sales, were not supported by peer-reviewed clinical or scientific evidence. The Defendants knew, or ought to have known, that these claims were false.

3. Withdrawal from Opioids could be easily managed

87. Long-term Opioid use causes withdrawal in many or most patients. Symptoms of withdrawal are severe and include nausea, muscle pain, depression, anxiety, diarrhea, vomiting, restlessness, and chills. Symptoms of withdrawal are difficult to manage, can occur between prescribed doses of Opioids, and can continue long after Opioid use is discontinued.

88. The Defendants asserted that:

- a. certain Opioids were less likely to cause withdrawal symptoms than other pain medications;
- b. physical dependence could be easily addressed by gradually decreasing dosages to avoid withdrawal symptoms; and
- c. the signs and symptoms of withdrawal were indications that a patient's pain was undertreated and required additional or higher doses of Opioids.

89. The Defendants failed to disclose the actual risk and symptoms of withdrawal, or their severity. The Defendants knew or should have known both the risk and severity of withdrawal. The Defendants misrepresented these risks, and the ease of managing patients' withdrawal from Opioids, knowing that healthcare professionals would be more likely to prescribe chronic Opioid therapy if they believed that withdrawal would not be problematic.

4. Long-term use of Opioids was beneficial

90. The Defendants sponsored and published inaccurate reports that suggested that Opioids provide effective long-term treatment for chronic pain conditions. The Defendants claimed and promoted claims that there were significant upsides to long-term Opioid use. They falsely suggested that these so-called benefits were supported by proper scientific evidence. Opioids were consistently promoted by the Defendants as safe for the treatment of chronic pain and other long-term conditions.

5. Failure to warn of adverse effects and to disclose risks of Opioid use

91. The Defendants' promotion of their Opioid products failed to warn and inform medical professionals and patients of the adverse effects, risks and dangers associated with Opioid use, including the risks of overdose, addiction, respiratory depression, and death.

92. The Defendants knew, or should have known, of the risk of hyperalgesia linked to Opioid use. Long-term Opioid use can cause hyperalgesia, which causes a patient to become more sensitive to pain over time. A patient with hyperalgesia may experience hormonal dysfunction, decline in immune function, mental clouding, confusion and dizziness, increased falls and fractures, and potentially fatal interactions with alcohol or benzodiazepines. The Defendants failed to warn patients and healthcare providers of this risk.

93. Alternatively, whatever warnings were provided by the Defendants in relation to Opioids were insufficient in the face of the well-known risks of long-term use of Opioids and in the face of the promotion of the New Narrative, by the Defendants or others. The Defendants were required to tell the whole story regarding the dangers of Opioid use and bring that warning home to physicians and patients. Through the New Narrative, the Defendants did the opposite.

6. Long-acting Opioids would provide long-term pain relief

94. The Defendants marketed long-acting Opioids as providing 12 hours of pain relief. The Defendants knew that this representation was false and that long-acting Opioids were not effective for 12 hours in many, if not most, patients.

95. When the impact of an Opioid dose diminishes before a patient takes their next dose, patients experience end-of-dose failure and, as a result, begin to experience withdrawal symptoms, pain, and an intense craving for Opioids, and experience a euphoric high with the next dose. End-of-dose failure exacerbates the risks and symptoms of Opioid Use Disorder.

96. The Defendants encouraged medical professionals to prescribe higher doses of Opioids to their patients, rather than more frequent doses, and to prescribe additional rescue medication doses in response to end-of-dose failure. The Defendants knew or ought to have known that this was not a safe response to end-of-dose failure. The Defendants made this misrepresentation because higher dosing was more profitable on a per pill basis and in order to increase profits from Opioid sales.

7. Minimal risk of developing tolerance

97. Continued use of Opioids causes patients to develop a tolerance for Opioids. Patients then need increased doses of Opioids to obtain the same level of pain-management. This in turn increases the risk of withdrawal, addiction, respiratory depression, overdose and death.

98. The Defendants falsely claimed that Opioids were unlikely to cause tolerance, or less likely to cause tolerance than other pain medications, in order to encourage prescriptions of Opioids and increase sales. The Defendants knew or ought to have known that long-term Opioid use would lead patients to develop a dangerous tolerance for Opioids. Despite this knowledge, the Defendants

misled healthcare professionals and patients by failing to warn them of the increased risks and dangers associated with increased doses of Opioids.

iii. AGGRESSIVE PROMOTION AND DISSEMINATION OF THE NEW NARRATIVE

99. The Defendants marketed and promoted the representations and omissions in the New Narrative, in the following ways and through the following specific practices.

100. The Defendants failed to properly warn consumers and healthcare professionals of the risks and dangers associated with Opioid use in the Information for Patients and Product Monographs found in the Compendium of Pharmaceuticals and Specialties (“CPS”). Through the New Narrative, the Defendants drowned out or explained away any cautionary language in the CPS regarding the risk of and dangers associated with Opioid use.

101. In 2003, the Janssen defendants published a product monograph for Duragesic in *Le médecin du Québec* that falsely stated that Opioid addiction was relatively rare with appropriate dosage for chronic pain, and that this risk should not discourage prescriptions.

102. The Defendants targeted physicians and healthcare practitioners with false and misleading statements, containing the misrepresentations described above, in order to encourage increased prescribing of Opioids, through:

- a) Advertisements in publications aimed at physicians including, inter alia, *Canadian Family Physician*, and in medical journals, that promoted the sale of Opioids by falsely understating the risk of addiction in patients prescribed Opioids, and that included inaccuracies and false claims.
- b) Marketing efforts that targeted, in particular, family doctors and medical students, who frequently treated patients with chronic pain and who, due to their level of training and experience, were less able to verify the Defendants' claims.

- c) Aggressive direct marketing strategies that emphasized in-person contact with physicians by pharmaceutical sales representatives.
- d) Information provided to prescribers on the Defendants' own websites.
- e) Additional promotional material provided to physicians, including material produced by the Defendants in the United States.
- f) Enlisting Key Opinion Leaders (“**KOL**”s) - peer physicians purportedly focused on patient health – to espouse pro-opioid positions and campaign on behalf of Opioid drugs.
- g) Schemes developed by the Defendants to financially reward healthcare providers who prescribed their Opioid drugs, including speakers’ bureaus whereby high prescribers were paid to give presentations on the need to prescribe Opioid drugs and/or consult them.
- h) Creating, funding and controlling medical societies, think tanks, and/or patient advocacy groups (“**Front Groups**”), with the purpose of advancing the New Narrative and encouraging physicians to combat untreated pain with Opioid drug prescriptions. Front Groups funded by the Defendants, including the Canadian Pain Coalition, the Chronic Pain Association of Canada, and People in Pain Network, that produced educational materials containing information that appeared independent and reliable, but was in fact, false and misleading.
- i) Funding, either directly or indirectly through Front Groups and KOLs, marketing presentations that were deceptively presented as unbiased continuing medical education programs (“**CMEs**”), a requirement for many physicians to retain their licenses.
- j) Marketing campaigns targeting students in their medical training, including through donations to medical schools and efforts to control and influence course materials in medical programs.

103. The Defendants were aware, and intended, that promoting the New Narrative in the manner described above would render physicians more likely to prescribe Opioids to their patients and increase sales of Opioids. They knew, or ought to have known, that doctors rely heavily on educational materials, such as treatment guidelines, continuing medical education seminars,

articles and websites to inform their treatment decisions, and that doctors are heavily influenced by their peers, apparently independent groups, and contact with sales representatives.

104. The Defendants also targeted potential consumers of Opioids with false and misleading statements, containing the misrepresentations described above, in order to encourage patients to seek, accept and comply with prescriptions of Opioids, through:

- a) The foregoing conduct aimed at healthcare professionals, which was also intended to and did influence consumers/patients. The Defendants intended that healthcare professionals would accept the New Narrative and convey it to their patients, who would as a result request and comply with prescriptions for opioids.
- b) The Defendants also pushed the New Narrative on consumers by funding Front Groups that purported to be patient advocacy groups. These groups downplayed the danger of Opioid addiction, while encouraging patients to seek medical treatment for chronic pain.
- c) The Defendants sponsored documents targeting patients and their families that communicated the misrepresentations in the New Narrative. In 2001, the Janssen defendants funded the "Patient Pain Manifesto," a document aimed at hospital patients and their families that denied the risk of addiction.

105. The Defendants knew or ought to have known that these efforts to influence consumer/patient behaviour through the New Narrative would be successful and would lead to inappropriate and dangerous prescriptions of Opioids.

106. As a result of the Defendants' activities promoting the New Narrative and the misrepresentations it contained, and their failure to warn of the risks of Opioids, the prescribing of Opioids as a long-term treatment for chronic pain became routine and widespread. Perceptions of Opioids in the medical community changed drastically, and the prescribing of Opioids for

treatment of minor and sports injuries, chronic pain and other long-term conditions increased significantly.

107. As a result of the Defendants' conduct, Class Members were prescribed Opioids for conditions other than palliative care and short-term post-surgical care, consumed prescription Opioids, and developed Opioid Use Disorder. The rate at which individuals developed and died from Opioid Use Disorder following the New Narrative led to the "Opioid Epidemic".

108. As a result of the Opioid Epidemic, and growing evidence of the harms suffered by Class Members, the Minister of Health sent a letter to manufacturers and distributors of Opioids in Canada in June 2018 calling on them to stop all marketing and advertising of Opioids to healthcare professionals on a voluntary basis.

109. On October 23, 2018, Health Canada added requirements under the Food and Drug regulations in order to ensure that patients would finally “receive clear information about the safe use of opioids and the risks associated with their use.”

110. The new regulations require the Defendants to include a warning sticker and information handout with prescriptions for all Opioids that appear in Part A of Health Canada’s “List of Opioids” dated May 2, 2018. The required warning label clearly indicates that Opioids can cause dependence, addiction, and overdose. The information handout provides patients with a serious and explicit warning about Opioid use, including that the use of Opioids can result in overdose, addiction, physical dependence, life-threatening breathing problems, worsening rather than improving pain and withdrawal.

111. The Defendants' misrepresentations and failures to warn, which changed how Opioids were prescribed and used, caused Class Members to develop Opioid Use Disorder and suffer damages as a result.

F. CAUSES OF ACTION

i. Breach of the *Competition Act*

112. Each of the Defendants, as a result of their promotion and dissemination of the New Narrative, are liable under sections 36 and 52 of the *Competition Act*, R.S.C. 1985, c. C-34, for knowingly or recklessly making a representation to the public that is false or misleading in a material respect.

113. By creating, promoting and disseminating the New Narrative, the Defendants' misrepresentations included the following (the "**Opioid Misrepresentations**"):

- (a) That the risk of Opioid addiction was low, and that doctors could use screening tools to exclude patients who might become addicted;
- (b) That use of Opioids resulted in improved function;
- (c) That withdrawal from Opioids could easily be managed;
- (d) That Opioids were appropriate for long-term use;
- (e) That Opioids had fewer and less significant adverse effects than other pain management drugs;
- (f) That use of certain Opioids provided patients with long-lasting pain relief;
- (g) That increased dosages of Opioids could be prescribed without disclosing the increased risks; and
- (h) That "abuse deterrent" formulations of Opioids were effective.

114. As a result of the conduct described in section E above, the Defendants breached s. 52 of the *Competition Act*, and thereby committed an unlawful act because these misrepresentations:

- (a) were made for the purpose of promoting the business interests of the Defendants;
- (b) were made to the public; and
- (c) were false and misleading in a material respect.

115. The Plaintiffs and Class Members suffered damages as a result of the Defendants' unlawful breach of s. 52 of the *Competition Act* and seek those damages, as well as their costs of investigation, pursuant to s. 36 of the *Competition Act*.

ii. Fraudulent Misrepresentation and Deceit

116. As described above, the Defendants created and promoted the New Narrative despite knowing that it was false, materially misleading, and deficient. Alternatively, the Defendants were indifferent as to whether the New Narrative was true or false. The New Narrative included the Misrepresentations described in paras. 83 to 98, above, which were fraudulent misrepresentations.

117. The Defendants promoted the Opioid Misrepresentations to the public at large, including the Plaintiffs and Class Members, as part of a uniform and consistent sales, advertising, and marketing campaign. The Defendants intended and encouraged the public, including the Plaintiffs and Class Members, to rely on them.

118. The Plaintiffs and Class Members reasonably relied on the Opioid Misrepresentations in making personal healthcare decisions, including whether to take Opioids.

119. The Defendants also made the Opioid Misrepresentations to healthcare professionals, intending that these healthcare professionals would believe the misrepresentations and in turn repeat them to their patients, who would rely on them. Knowing that healthcare professionals

would repeat the Opioid Misrepresentations to their patients, the Defendants deliberately abstained from intervening to prevent or correct this.

120. The Plaintiffs and Class Members suffered damages as a result of their reliance on the Opioid Misrepresentations, which caused Class Members to consume Opioids and develop Opioid Use Disorder.

iii. Negligent Misrepresentation

121. The Defendants were negligent in the sale and marketing of Opioids in Canada. The Defendants knew or ought to have known at all material times that the New Narrative and Opioid Misrepresentations were false or misleading. The Defendants, at all material times, knew or ought to have known that Opioids pose serious health risks, including addiction, which risks were concealed by the New Narrative. The Defendants negligently misrepresented Opioids.

122. As manufacturers of dangerous pharmaceutical products, the Defendants owed a duty of care to the Plaintiffs and the Class, as consumers of their Opioid products, in what they said and did not say about their Opioid products. In particular, at all material times, the Defendants owed a duty of care to the Plaintiffs and the Class Members to refrain from making representations, directly or indirectly, to consumers, potential consumers, and healthcare providers that downplayed, concealed, or failed to adequately state the dangers of Opioid use; that encouraged the prescription of Opioids for dangerous uses, including the treatment of chronic and long-term conditions; that encouraged the prescription of Opioids for ineffective uses; or that encouraged that Opioids be prescribed or consumed in a dangerous manner.

123. The Defendants breached the standard of care owed to the Plaintiffs and Class Members by making negligent misrepresentations in relation to their Opioid products, including the

misrepresentations detailed at paras. 83 to 98 above. Through those misrepresentations, the Defendants breached their standard of care by:

- (a) asserting false statements and omitting material facts regarding the benefits of and evidence for the use of Opioids for chronic pain, while understating their very serious risks, including the risk of addiction;
- (b) marketing and promoting Opioids for the treatment of long-term pain without any or adequate research proving that such use is safe and effective, and/or that the benefits of such use outweigh the risks;
- (c) failing to adequately train sales representatives to provide only accurate information regarding appropriate use of Opioids and risks associated with their use;
- (d) deliberately or recklessly misstating research findings regarding the risks and benefits of Opioids; and
- (e) knowingly misstating research findings, knowing that the Plaintiffs, Class Members, and their healthcare providers would rely on their misrepresentations and omissions, and knowing that such reliance would cause the Plaintiffs and Class Members to suffer damages.

124. The Defendants knew, or ought to have known, their statements were misleading. Feedback from the market, including reports as early as in or around 1997-1998 that Opioids were being abused and were associated with a high risk of addiction, should have alerted the Defendants to the falsity of their statements.

125. The Plaintiffs, Class Members and their healthcare providers relied on the Defendants' misrepresentations, which reliance caused Class Members to consume the Defendants' Opioid products and to develop Opioid Use Disorder.

iv. Breach of the Duty to Warn

126. The Defendants were negligent in the sale and marketing of Opioids in Canada by failing to adequately warn healthcare providers and patients of the dangers of Opioids. The Defendants knew, or ought to have known, at all material times that inappropriate prescriptions of Opioids, including for long-term pain, pose serious health risks, including addiction, which risks were not disclosed.

127. The Defendants, as manufacturers of pharmaceutical products, owed a duty to the Class to warn Class Members and healthcare providers of the risks of Opioids. These manufacturers were obligated to be forthright and tell the whole story about the dangers of Opioid use, and to ensure that their warnings and the steps taken to bring the warning home to consumers were commensurate with the danger of Opioid use.

128. At all material times, the Defendants owed a duty of care to the Plaintiffs and the Class Members to, among other things:

- (a) label, market, and sell Opioids only with proper and fulsome warnings of the risks of Opioid use;
- (b) adequately test their Opioid drugs in a manner that would fully disclose the magnitude of the risks associated with their use, particularly the risk of addiction;
- (c) monitor, investigate, evaluate and follow up on improper or adverse reaction to the use of Opioids in Canada, in order to provide proper and updated warnings to healthcare providers and patients;
- (d) warn the Plaintiffs and Class Members of dangers inherent in the use of Opioids, including the significant risk of addiction, side-effects, tolerance, and overdose;
- (e) provide adequate, updated and current warnings and information on the risks associated with the use of Opioids as such information became available;

- (f) ensure that warnings were reasonably communicated and provided a full indication of the specific dangers that arose from Opioid Use;
- (g) ensure that healthcare professionals were kept fully and completely informed of all risks associated with the use of Opioids, including their addictive properties;
- (h) warn healthcare professionals and patients of the precautions to be taken, so as to avoid injury or damage from Opioids.

129. The Defendants breached the duty to warn that they owed to the Plaintiffs and Class Members. The Defendants' breaches of the duty to warn include, but are not limited to:

- (a) failing to provide proper warnings in product monographs and materials provided to patients and healthcare providers;
- (b) causing materials to be circulated that understated the risks of Opioid use;
- (c) failing to monitor feedback from the market, including reports as early as in or around 1997-1998 that Opioids were being abused and were associated with the high risk of addiction;
- (d) failing to warn doctors and the general public about the risks associated with Opioid use, even after it became apparent that the New Narrative was false and misleading;
- (e) failing to conduct the necessary research and testing to determine the risks associated with Opioid use, particularly for the treatment of long-term pain;
- (f) failing to conduct follow up testing or monitor Opioid use once Opioids began to be consistently prescribed for long-term pain; and
- (g) failing to adequately train sales representatives to provide accurate information regarding appropriate use of Opioids and risks associated with their use.

130. As a result of these failures, Class Members consumed Opioids without knowledge of their dangers, developed Opioid Use Disorder, and suffered foreseeable harms.

v. Statutory Support for Negligent Misrepresentation and Duty to Warn

131. The duties owed by the Defendants in making representations about their Opioid products, and in providing proper warnings about their Opioid products, are further supported by the statutory requirements imposed on them, including as “manufacturers” under the *Food and Drugs Act*, R.S.C. 1985, c. F-27 [the “*FDA*”], and the *Food and Drug Regulations*, CRC, c. 870 [the “*FDR*”], and as “licensed dealers” under the *Controlled Drugs and Substances Act*, SC 1996, c19 and the *Narcotic Control Regulations*, CRC, c. 1041 [the “*NCR*”]. These requirements include:

- (a) The prohibition in s. 9(1) of the *FDA*, against labelling, packaging, selling or advertising drugs in a manner that is false, misleading or deceptive or is likely to create an erroneous impression regarding its character, value, quantity, composition, merit or safety;
- (b) The requirement imposed by s. C.01.012 of the *FDR* to conduct all necessary investigations before making representations regarding the site, rate or extent of release to the body of a medicinal ingredient of a drug, or the availability to the body of a medicinal ingredient of the drug;
- (c) The requirement imposed by s C.01.017 of the *FDR* to report serious drug reactions within 15 days after receiving or becoming aware of the information;
- (d) The requirements imposed by s. C.01.018(1) of the *FDR* to prepare annual summary reports of all information relating to adverse drug reactions, and to report whether there has been a significant change in what is known about the risks and benefits of the drug;
- (e) The requirements imposed by s. C.02.020(1) of the *FDR* to maintain records of product testing and completion thereof;
- (f) The requirements imposed by s. C.02.022(1) of the *FDR* to maintain records of the sale of drugs; and

- (g) The requirements imposed by s. C.02.023(1) of the *FDR* to record, investigate, and if applicable, take corrective action in respect of complaints regarding the quality, deficiencies, or hazards of a drug.

vi. Fraudulent Concealment

132. The Defendants intentionally and fraudulently concealed the existence of their unlawful conduct from the public, including the Plaintiffs and the Class Members. The Defendants represented to the Plaintiffs, the Class Members, and the general public that the Opioid Misrepresentations were true and accurate, thereby misleading the Plaintiffs and the Class Members. The affirmative acts of the Defendants alleged herein were fraudulently concealed and carried out in a manner that precluded detection.

133. Because the Defendants' conduct was kept secret, the Plaintiffs and the Class Members were unaware of the Defendants' unlawful conduct.

G. RELIEF SOUGHT

i. Damages Suffered by Class Members

134. As a result of the Defendants' statutory breaches and common law tortious conduct, the Plaintiffs and Class have suffered and will continue to suffer damages including, but not limited to, damages for personal injuries, mental anguish, pain and suffering, loss of employment income and benefits, loss of enjoyment of life, possible death, and special damages and expenses.

135. As a result of the Defendants' conduct described above, the Plaintiffs and Class have suffered damages and losses, including but not limited to:

- (a) personal injury, including addiction;
- (b) severe emotional distress related to the pain and suffering associated with addiction;

- (c) the risk of death or other serious injuries;
- (d) out of pocket expenses incurred by the Class; and
- (e) loss of income.

136. The Plaintiffs and Class have suffered injuries which are permanent and lasting in nature, including diminished enjoyment of life, as well as the need for lifelong medical treatment.

137. As a result of the Defendants' conduct described above, the Family Law Class have suffered damages, including but not limited to:

- (a) actual expenses reasonably incurred for the benefit of Class Members;
- (b) travelling expenses incurred while visiting Class Members during treatment or recovery;
- (c) loss of income or the value of services provided for Class Members where services, including nursing and housekeeping have been provided; and
- (d) compensation for loss of support, guidance, care, and companionship that they might reasonably have expected to receive from Class Members.

ii. Punitive Damages

138. The Plaintiffs claim punitive damages in the sum of \$100,000,000.00 as a result of the egregious, outrageous and unlawful conduct of the Defendants, and in particular, their callous disregard for the health and lives of vulnerable patients in Canada.

139. In particular, the Defendants' conduct in the distribution, sale and marketing of Opioids after obtaining knowledge that Opioids were addictive showed complete indifference to or a conscious disregard for the safety of others, justifying an award of additional damages in a sum which will serve to deter the Defendants from similar conduct in the future.

iii. Disgorgement

140. The Plaintiffs claim an accounting of all profits earned by the Defendants during the class period from the sale of Opioids pursuant to the New Narrative and disgorgement thereof. Such a remedy is fair and just in the circumstances.

H. REAL AND SUBSTANTIAL CONNECTION WITH ONTARIO

141. The Plaintiffs plead that this action has a real and substantial connection with Ontario because, among other things:

- (a) the Defendants distribute and sell their products in Ontario and derive substantial revenue from such sales;
- (b) the Defendants' head offices are located in Ontario;
- (c) the Defendants' advertised their products, including Opioids, in Ontario;
- (d) the torts were committed in Ontario;
- (e) Plaintiffs and Class Members were administered Opioids in Ontario and sustained consequent damages in Ontario; and
- (f) the Defendants are necessary and proper parties to the action.

I. STATUTES RELIED UPON

142. The Plaintiffs rely upon the following statutes:

- (a) *Class Proceedings Act*, 1992, SO 1992, c 6;
- (b) *Family Law Act*, R.S.O. 1990, c. F.3;
- (c) *Courts of Justice Act*, R.S.O. 1990, c. C.43;
- (d) *Competition Act*, RSC 1985, c C-34;

- (e) *Food and Drugs Act*, R.S.C. 1985, c. F-27;
- (f) *Food and Drug Regulations*, C.R.C., c. 870;
- (g) *Controlled Drugs and Substances Act*, SC 1996, c 19; and
- (h) *Narcotic Control Regulations*, CRC, c 104.1

143. The Plaintiffs and Class request that this action be tried in Toronto, ON.

May 15, 2019

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ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto
Proceeding under the *Class Proceedings Act, 1992*

SECOND FRESH AS AMENDED STATEMENT OF CLAIM

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