

CANADA

(Class Action)
SUPERIOR COURT

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

THE ESTATE OF THE LATE DIANE GAGNON

NO: 500-06-000732-152

Representative Plaintiff

-vs.-

BAYER INC.

and

BAYER CANADIAN HOLDINGS INC.

and

BAYER CORPORATION

and

BAYER HEALTHCARE AG

and

BAYER PHARMA AG

and

**BAYER HEALTHCARE PHARMACEUTICALS,
INC.**

Defendants

APPLICATION BY THE REPRESENTATIVE PLAINTIFF FOR APPROVAL OF:

**(A) THE SETTLEMENT AGREEMENT; (B) THE SETTLEMENT APPROVAL
NOTICE; (C) THE CLAIM FORM; (D) THE COMPENSATION PROTOCOL; AND (E)
CLASS COUNSEL'S FEES AND DISBURSEMENTS**

(Arts. 579, 590, 591 and 593 C.C.P., art. 58 *Regulation of the Superior Court of
Québec in civil matters*, CQLR c C-25.01, r 0.2.1, and arts. 30 & 32 of the *Act
respecting the Fonds d'aide aux actions collectives*, CQLR c F-3.2.0.1.1)

TO THE HONOURABLE MADAM JUSTICE CATHERINE PICHÉ, JUDGE OF THE
SUPERIOR COURT, DISTRICT OF MONTREAL, DESIGNATED AS CASE-
MANAGEMENT JUDGE OF THE PRESENT MATTER, THE PLAINTIFF STATES AS
FOLLOWS:

A. BACKGROUND

1. This class action asserts claims for compensation and damages on behalf of persons who were prescribed and ingested the prescription drug Xarelto, an oral anticoagulant primarily used to reduce the risk of stroke and systemic embolism in

patients with non-valvular atrial fibrillation ("AF"), to treat deep vein thrombosis ("DVT"), to treat pulmonary embolisms ("PE"), and/or to reduce the risk of recurrence of DVT and/or PE;

2. More specifically, this class action alleges that Xarelto had no drug, agent, or other means to reduce or reverse its anticoagulant effects and that Xarelto oral anticoagulant prescription pills are associated with an increased risk of irreversible bleeding, including severe hemorrhaging and death, as compared to Warfarin, which has a commonly available counter-agent (or antidote) to its anticoagulant effects. The Plaintiff further alleges that the increased risk of harm was known to the Defendants, and that they failed to adequately warn consumers and the medical community of such increased risks;
3. The Defendants deny each and every one of the Plaintiff's allegations, and have asserted:
 - a) Xarelto has been extensively studied and has been demonstrated to be safe;
 - b) Xarelto cannot cause and is not associated with any unreasonable risk of bleeding;
 - c) the product monograph for Xarelto clearly and unequivocally warned of the increased risk of bleeding, including by setting out detailed summaries of the type and instances of bleeding encountered during clinical trials, in accordance with the guidance and requirements of Health Canada; and
 - d) the product monograph for Xarelto advises that unlike some prior anticoagulant drugs, reversal agents for those drugs were not expected to reverse the effect of Xarelto, which has no specific antidote available;

The Defendants' defence on the merits is summarized in a *Summary of Bayer's Position on the Merits* that was provided by counsel for the Defendants on April 14, 2025, a copy of which is produced herein as **Exhibit R-1**;

i) **The Saskatchewan Action**

4. On March 3, 2015 (amended on December 8, 2016, and further re-amended on December 14, 2018), a parallel class action was filed in Saskatchewan in *Tluchak (Estate) v. Bayer Inc. et al.*, Court File No. QRG-RG-00517-2015, commenced in Regina (the "Saskatchewan Action");
5. The Saskatchewan Action was vigorously contested by the defendants at the class certification stage. Class certification was conditionally granted by way of the Court of King's Bench's ruling dated November 14, 2018 in *Tluchak (Estate) v. Bayer Inc.*, [2018 SKQB 311](#). The certification was conditional because the court required the plaintiffs to amend their statement of claim and certification application. The plaintiffs then revised their statement of claim and filed a renewed class certification

motion which resulted in a further order by Justice Barrington-Foote on January 14, 2019;

6. Notwithstanding the plaintiffs' success at certification, the Defendants continued to vigorously pursue their many defences and filed an application for summary judgment. A summary of the affidavits and qualifications of the experts who affirmed opinion evidence in support of the defences, as prepared by counsel for the Defendants is produced herein as **Exhibit R-2**;
7. The order made on November 14, 2018, and issued on January 14, 2019, by the Honourable Justice Barrington-Foote granted class certification and the Saskatchewan Action was certified as a multi-jurisdictional class action on behalf of Canadian residents who:
 - (a) were prescribed and ingested Xarelto in Canada; and
 - (b) individuals who may make a claim pursuant to Family Compensation Legislation because of their relationship with a Primary Claimant;
8. On July 25, 2019, leave to appeal this certification decision was denied by the Court of Appeal for Saskatchewan in *Bayer Inc. v. Tluchak Estate*, [2019 SKCA 64](#) (Docket CACV3327);
9. On February 20, 2020, an application to appeal from the judgment of the Court of Appeal for Saskatchewan was dismissed by the Supreme Court of Canada in *Bayer Inc., et al. v. Estate of Mike Tluchak, et al.*, [2020 CanLII 13139 \(SCC\)](#) (Docket No. 38825);

ii) **The Other Court Proceedings**

10. There were 13 proposed class actions commenced in Canada in or around 2015 relating to Xarelto. Only the Quebec and Saskatchewan Actions advanced to certification.
11. The following is the list of outstanding class actions still ongoing at the time the Settlement Agreement was entered into (defined as the Other Court Proceedings in the Settlement Agreement):
 - a) Alberta:
 - *Betty Samson v Bayer Inc. et al.*, Court File No. 1501-01369;
 - *Paul Karvonen et al. v Bayer et al.*, Court File No. 1501-09439;
 - *Paul Karvonen et al. v Bayer Pharma AG.*, Court File No. 1701-04508;
 - b) British Columbia: *Herb Nolan et al. v Bayer et al.*, Court File No. VLC-S-S 156878;

- c) Manitoba: *Brandelius v Bayer et al.*, Court File No. CL 15-01-98894;
- d) Saskatchewan: *Baumung v Bayer et al.*, Court File No. 2933/15;
- e) Quebec: *Belisle et al. c. Bayer et al.*, Court File No. 200-06-000182-157;

iii) **Quebec – Procedural History**

12. On February 16, 2015, the present class action was instituted. On January 8, 2016, the Plaintiff filed her Amended Application for Authorization. On May 9, 2017, the Plaintiff filed her Re-Amended Application for Authorization. And on May 8, 2020, the Plaintiff filed her Third Amended Application for Authorization;
13. By judgment dated July 22, 2020, the Honourable Mr. Justice Gary D.D. Morrison, J.S.C. authorized the present class action against the Defendants in *Gagnon c. Bayer inc.*, [2020 QCCS 2324](#) (the “Authorization Judgment”);
14. Authorization was not contested by the Defendants, who reserved their rights however to fully contest the merits of the class action;
15. The Authorization Judgment defined the Quebec Class as:

<p>Toutes les personnes résidant au Québec qui se sont fait prescrire et ont consommé le médicament XARELTO® (rivaroxaban) depuis 2008, ainsi que leurs successeurs, leurs ayants droit, les membres de leur famille et leurs personnes à charge;</p>	<p>All persons residing in Quebec who were prescribed and have ingested the drug XARELTO® (rivaroxaban) since 2008, and their successors, assigns, family members, and dependants;</p>
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16. By judgment dated December 9, 2025, this Honourable Court amended the Class Definition to put an end date to the Class Period and to conform to the definitions in the Settlement Agreement in *Succession de Gagnon c. Bayer inc.*, [2025 QCCS 4785](#). The amended Class Definition is:

<p>Toutes les personnes résidant au Québec qui se sont fait prescrire et ont consommé le médicament XARELTO® (rivaroxaban) entre le <u>1er janvier 2008</u> et le <u>27 octobre 2025 inclusivement</u>, ainsi que leurs successeurs, leurs ayants droit, les membres de leur famille et leurs personnes à charge;</p>	<p>All persons residing in Quebec who were prescribed and have ingested the drug Xarelto® (rivaroxaban) from <u>January 1, 2008 to October 27, 2025, inclusively</u>, and their successors, assigns, family members, and dependants;</p>
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17. The Authorization Judgment identified the common issues as:

<p>a) Bayer a-t-il fait preuve de négligence en omettant de donner un avertissement raisonnable que XARELTO® pouvait provoquer des hémorragies graves et irréversibles ?</p> <p>b) La manière dont Bayer a obtenu l'autorisation de mise sur le marché de XARELTO® ou la manière dont elle a commercialisé XARELTO® justifie-t-elle l'octroi de dommages-intérêts punitifs ?</p>	<p>a) Was Bayer negligent in failing to provide a reasonable warning that XARELTO® could cause serious and irreversible bleeding?</p> <p>b) Does the manner in which Bayer obtained market authorization for XARELTO® or the manner in which it marketed XARELTO® justify an award of punitive damages?</p>
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18. Notice of the Authorization Judgment was disseminated on or around October 1, 2020 by way of:
- a) Traditional Media: 1/4-page advertisement in the weekday edition of the Montreal Gazette, Journal de Montréal, and Journal de Québec;
 - b) Social Media Campaign: 5-day Facebook promotion campaign to men and women, aged 50 years and up, and Quebec residents only;
 - c) Direct: Emails to the 476 Quebec resident Class Members that joined the case on Class Counsel's website;
 - d) Internet: Posting on Class Counsel's website www.clg.org, posting on Class Counsel's Facebook page, and Posting on our Class Counsel's Twitter page;
19. Class Members were given until December 17, 2020 to opt-out of the Quebec Class Action. No opt-outs were received;
20. On May 11, 2021, the Plaintiff filed her Application to Institute Proceedings, as well as 36 exhibits in support thereof;
21. By judgment dated December 2, 2022, the Honourable Mr. Christian Immer, J.S.C. (as he was then, now J.C.A.) suspended the Quebec Action until final judgment was to be rendered on the Defendants' motion for summary judgment in the Saskatchewan Action. That of course, never transpired; instead, the Saskatchewan Action and the Quebec Action are hereby being settled;
22. On April 23, 2023, the Plaintiff Diane Gagnon passed away, and named her friends Gil Désautels and Nicole Clément as her estate liquidators by notarial will signed on March 10, 2023;

23. By judgment dated October 17, 2025, this Honourable Court allowed the liquidators to continue the present case and replace Ms. Gagnon as the representatives of the Class Members;
24. After multiple exchanges and discussions, on November 12, 2024, the Parties in the Quebec and Saskatchewan Actions reached an agreement in principle to settle the present class action nationally;
25. The proposed Settlement Agreement was subsequently prepared and finalized over the course of many months, and was executed on October 27, 2025, subject to approval of this Honourable Court and the Court of King's Bench of Saskatchewan, as appears from a copy of said Settlement Agreement, produced herein in English and in French as **Exhibit R-3**;
26. A settlement approval hearing in the Saskatchewan Action was held in Regina, Saskatchewan on April 1, 2026 before the Honourable Justice Graeme Mitchell. As at present, a decision is under reserve;

B. RISK OF UNSUCCESSFUL TRIALS

27. Class Counsel came to the conclusion that there was a material risk that the Saskatchewan Action would be dismissed at the summary judgment stage and that, even if it survived, there would be significant difficulties at the common issues trial;
28. This opinion is based on having reviewed the Defendants' productions and relevant scientific literature as well as their extensive fact evidence and expert evidence in support of their application for summary judgment, and having conducted oral examinations at the certification stage and consulted with various experts;
29. The Defendants have stated their position on these issues as follows:
 - a) Xarelto does not pose a greater risk of bleeding than enoxaparin and warfarin, the standard of care anticoagulants when Xarelto was marketed;
 - b) The absence of blood monitoring does not make Xarelto more dangerous than warfarin; and
 - c) The Defendants' denial that in contrast to other anticoagulants there is no effective way to reverse Xarelto induced bleeding;
30. While Class Counsel does not agree with the Defendants' position on these issues, if the Plaintiff was to succeed at trial regarding the alleged increased risks of uncontrolled bleeding while using Xarelto, there would likely remain significant uncertainty on issues of specific causation for each individual Class Member, even after a successful trial outcome for the Plaintiff and Class. Each Class Member would conceivably need to satisfy a judge that (i) their injuries were more likely than not attributable to their use of Xarelto rather than comorbidities and/or alternate causal factors; and (ii) the presence of a different and more robust warning than the

one included by the Defendants in the product monograph in respect of an additional risk would have affected their choices and behaviour. Class Members would likely face significant challenges regarding specific causation issues;

C. THE SETTLEMENT

i) Key Terms

31. If approved by this Honourable Court and the Saskatchewan Court, the Settlement Agreement will resolve the Saskatchewan Action and the Quebec Action, as well as the Other Class Proceedings identified earlier. Class Members who were prescribed and ingested Xarelto may file a claim for compensation. Importantly, claimants will not be required to prove either:
 - a) general causation, *i.e.*, whether Xarelto caused significant bleeding; or
 - b) specific causation, *i.e.*, whether Xarelto caused their injury, and whether any further warnings in respect of an additional incremental risk would have changed their behaviour;
32. The Settlement Agreement sets out a claims process by which Primary Class Members as well as Family Class Members, may submit a Claim for compensation.
33. The key terms of the Settlement Agreement include:
 - a) A Maximum Settlement Amount of \$5,250,000 and a Minimum Settlement Amount of \$4,500,000 (the "**Settlement Amount**"), whereby, the Defendants will pay the Settlement Amount which will vary depending on the number of Primary Claimants with Approved Claims, as provided for in the Compensation Protocol;
 - b) The Defendants shall pay the gross Minimum Settlement Amount for up to 250 Primary Claimants with Approved Claims, regardless of the number of Family Claimants with Approved Claims;
 - c) The Minimum Settlement Amount is inclusive of a Special Circumstances Fund, whereby \$500,000 out of the Settlement Amount will be set aside for the creation of a fund for special circumstances. If the full amount of \$500,000 for the Special Circumstances Fund is undersubscribed, then all the dollars remaining in the undersubscribed fund shall "waterfall" into the fund going to all Claimants with Approved Claims;
 - d) The Defendants shall pay up to an additional \$750,000 (which could potentially result in a total Settlement Amount of \$5,250,000 *i.e.* the Maximum Settlement Amount) based on the following:
 - i. \$15,957.44 for each additional Primary Claimant with an Approved Claim, in excess of the 250 Primary Claimants with Approved Claims, up to an

aggregate total of 297 such claimants, regardless of the number of Family Claimants with Approved Claims; and

- ii. If the number of Primary Claimants with Approved Claims exceeds 297, then the Compensatory Payments shall be reduced pro rata;
- e) The Defendants will pay an amount varying from the Minimum Settlement Amount and up to the Maximum Settlement Amount, to first be allocated as follows, and then the balance of the Settlement Amount shall be used to pay all Compensatory Payments calculated pursuant to the Compensation Protocol:
- i. Provincial Health Insurer Payments in the total amount of \$400,000 to be divided among the PHIs on a population distribution basis, provided that the Provincial Health Insurers have each executed a Provincial Health Insurer Release;
 - ii. The Administration Costs relating to MNP Ltd.'s work of up to \$250,000;
 - iii. Class Counsel Fees and Disbursements of between \$1,350,000 to \$1,575,000 plus applicable taxes; and
 - iv. Saskatchewan Plaintiffs' Honorarium in the total amount of \$25,000.¹

ii) **Class Member Claims**

34. The Compensation Protocol, located at Schedule A of the Settlement Agreement (the "**Protocol**"), sets out the claims process. To submit a valid Claim, a Primary Class Member must provide the following to the Claims Administrator:
- a) proof in the form of contemporaneous medical or pharmacy records that (i) a Primary Claimant was prescribed Xarelto, and (ii) a pharmacy dispensed Xarelto to them; and
 - b) a sworn or affirmed statement (which may be included on the Claim Form) that the Primary Claimant ingested Xarelto within 24 hours prior to experiencing a Qualifying Serious Bleeding Event; and
 - c) proof in the form of contemporaneous medical documentation that a Primary Claimant suffered such Qualifying Serious Bleeding Event;
35. However, the Protocol provides for the possibility that certain medical and pharmacy records may be unavailable to a Class Member due to various circumstances. and where this is the case, there are alternative means of providing the required evidence to the Claims Administrator. For example, the following may be

¹ No Honorarium is being requested for the Quebec Representative Plaintiff.

considered by the Claims Administrator as acceptable evidence of the Primary Claimant's prescription and use of Xarelto:

- a) A signed declaration from the Primary Claimant's physician confirming that Xarelto was prescribed to the Primary Claimant, or that the treating physician was otherwise aware that the Primary Claimant was ingesting Xarelto within 24 hours prior to experiencing a Qualifying Serious Bleeding Event; and
 - b) A signed declaration by the Primary Claimant's physician, who treated the Primary Claimant at the material time, explaining that to the best of their knowledge:
 - i. upon a search of their records, no record confirming proof of ingestion or use of Xarelto could be located;
 - ii. the physician treated the Primary Claimant at the material time;
 - iii. based on the review, there is no record that contradicts the treating physician's recollection with respect to the timing of use and Xarelto being prescribed or used;
 - iv. there is no reason to doubt the accuracy of his or her recollection with respect to the Primary Claimant's prescription or use of Xarelto;
 - v. his or her memory should be considered sufficient in the absence of records;
 - vi. the treating physician agrees to comply with any further questions or audits conducted by the Claims Administrator with respect to statements that the Primary Claimant was prescribed and ingested Xarelto;
36. Further, where the treating physician is deceased or has ceased to practice, and evidence of the same is provided, a statement by the Primary Claimant that Xarelto was used is sufficient;
37. Additionally, evidence of prescription or purchase of Xarelto will also be considered evidence of ingestion of Xarelto;
- iii) **Evidence as to qualifying serious bleeding events**
38. The contemporaneous medical documentation in relation to proving a qualifying serious bleeding event may include medical records, clinical records, hospital records, pathology records, laboratory records, and similar records. The records may be supplemented by a declaration of the Primary Claimant's health care provider that confirms the diagnosis, treatment, and nature of the injury;
39. Evidence must be produced to the Claims Administrator of proof that a Primary Claimant suffered one of the four categories of Qualifying Serious Bleeding Events:

- a) Deceased Claimants: a bleed that led to their death;
 - b) Seriously Injured Claimants: a bleed that resulted in either a brain injury with long-term sequelae (cognitive and/or physical) or significant organ damage with long-term sequelae (cognitive and/or physical);
 - c) Lengthy Stay Claimants: a bleed resulting in a prolonged (5+ days) hospital stay with minimal or no long-term consequences;
 - d) Short Stay Claimants: a bleed resulting in a shorter hospital stay (of a minimum of 24 hours up to 4 days) with minimal or no long-term consequences;
40. For each of the four categories of serious bleeding events, the required evidence for Primary Claimants differs, as follows:
- 1) Deceased Claimants must provide true copies of:
 - i. at least one contemporaneous medical record demonstrating that the Primary Claimant experienced a bleed that resulted in their death;
 - ii. if the medical record of the Deceased Claimant has been destroyed by the custodian, evidence of same and a signed note from the appropriate physician stating that the Primary Claimant experienced a bleed that resulted in their death; and
 - iii. the Primary Claimant's death certificate;
 - 2) Seriously Injured Claimants must provide true copies of:
 - i. at least one contemporaneous medical record demonstrating that the Primary Claimant experienced a bleed that resulted in either a brain injury that will likely negatively affect their cognitive and/or physical ability for the remainder of their life or a significant organ damage that will likely negatively affect their cognitive and/or physical ability for the remainder of their life; or
 - ii. if the medical records have been destroyed by the custodian, evidence of such destruction and a signed note from the appropriate physician stating that the Primary Claimant experienced a bleed that resulted in either a brain injury that will likely negatively affect their cognitive and/or physical ability for the remainder of their life or a significant organ damage that will likely negatively affect their cognitive and/or physical ability for the remainder of their life;
 - 3) Lengthy Stay Claimants must provide true copies of:
 - i. at least one contemporaneous medical record demonstrating that the Primary Claimant experienced a bleed that resulted in either:

- (a) A hospital stay of 5 or more days; or
- (b) A prolonged hospital stay of 5 or more days longer than expected;
or
- ii. if their medical records have been destroyed by the custodian, evidence of same and a signed note from the appropriate physician stating that the Primary Claimant experienced a bleed that resulted in either:
 - (a) A hospital stay of 5 or more days; or
 - (b) A prolonged hospital stay of 5 or more days longer than expected;
- 4) Short Stay Claimants must provide true copies of:
 - i. at least one contemporaneous medical record demonstrating that the Primary Claimant experienced a bleed that resulted in either:
 - (a) A hospital stay of a minimum of 24 hours up to 4 days; or
 - (b) A prolonged hospital stay of a minimum of 24 hours up to 4 days longer than expected;
 - ii. if their medical records have been destroyed by the custodian, evidence of same and a signed note from the appropriate physician stating that the Primary Claimant experienced a bleed that resulted in either:
 - (a) A hospital stay of a minimum of 24 hours up to 4 days; or
 - (b) A prolonged hospital stay of a minimum of 24 hours up to 4 days longer than expected;

iv) Family Class Members: Evidence

41. A Family Class Member may also submit their own Claim by providing the following evidence of the relationship between themselves and the Primary Claimant to the Claims Administrator:
- a) in the case of a spouse or equivalent relationship recognized by the applicable laws, a true copy of a marriage certificate, court order, or other legal proof of marriage or common law or statutory partnership, or alternately a sworn affidavit;
 - b) in the case of a parent or step parent, or child or step child, or equivalent relationship recognized by the applicable laws, a birth certificate, adoption certificate, court order, or legal equivalent or alternately a sworn affidavit;
 - c) in the case of any other family member:

- i. if the Primary Claimant is alive and capable, a sworn or affirmed declaration of the relationship from both the Primary Claimant and from the Family Claimant (or his or her legal representative); or
- ii. if the Primary Claimant is incapable, a sworn or affirmed declaration of the relationship from the Family Claimant;

v) **The Compensation Protocol**

- 42. The Compensation Protocol is designed to provide an accessible and simplified claims program for Class Members. Key elements of the Protocol are that the Claimants will not be subjected to an adversarial adjudicative process, they are presumed to be acting in good faith, and the claims program is confidential;
- 43. Settlement monies are to be distributed to approved Claimants based on a point system which provides different levels of compensation depending on the category of Qualifying Serious Bleeding Events they belong to and depending on who is making the claim;
- 44. Each approved Claimant will only be allotted to one category, and in the event that a Claimant fits into more than one category, they will receive compensation for the category that provides them the highest compensation;

	Deceased Claimants	Seriously Injured Claimants	Lengthy Stay Claimants	Short Stay Claimants
Claimant (or Estate)	5	25	5	1
Spouse	3	3	x	x
Child	2	2	x	x
Parent	2	2	x	x
Any other family member	1	1	x	x

- 45. The Protocol proposes the following timeline for the claims process:
 - a) Following the dissemination of the Notice of Settlement Approval, Class Members shall have 120 days to submit a Claim;
 - b) The Claims Administrator will issue an Acknowledgement Letter to the Claimant within seven (7) days of receipt of the Claimant's Claim Package
 - c) If the Claims Administrator determines that a Claimant's Claim is deficient, that Claimant shall receive a Deficiency Letter within 30 days of receipt of the Claimant's Claim Package;

- d) Following receipt of the Deficiency Letter, a Claimant will have a Deficiency Period of 45 days to rectify the deficiency by either amending or supplementing their Claim Package;
- e) The Claims Administrator shall make best efforts to adjudicate a Claim Package and render a Claim Determination Decision as to eligibility and points allocation within 60 days of receiving a Claim; and
- f) If the Claims Administrator determines that a Claimant is ineligible for the benefits proposed in this Settlement Agreement, and thus rejects the claim, the Claims Administrator shall provide the Claimant notice of same in the Claim Determination Decision. Claim Determination Decisions are final and may not be appealed;

D. NOTICE

i) **The Saskatchewan Certification and Settlement Approval Hearing Notice and the Quebec Settlement Approval Hearing Notice (collectively the "Approval Hearing Notices"**

- 46. By judgment dated December 9, 2025, this Honourable Court approved the Quebec Settlement Approval Hearing Notice and the Notice Plan in *Succession de Gagnon c. Bayer inc.*, [2025 QCCS 4785](#);
- 47. On December 18, 2025, the Court of King's Bench approved the Saskatchewan Certification and Settlement Approval Hearing Notice and Notice Plan;
- 48. By judgment dated January 16, 2026, this Honourable Court approved a modification to the Notice Plan, replacing the magazine *Châtelaine* with *The Montreal Gazette*, *Le Journal de Montreal*, and *Le Journal de Quebec*;
- 49. The Approval Hearing Notices provided the following information to Class Members:
 - a) A plain and concise description of the nature of the Actions;
 - b) The details of the Settlement Agreement, including information with respect to the compensation available to eligible Class Members under the proposed Settlement;
 - c) That Court approval of Class Counsel Fees will be sought at the Settlement Approval Hearings, and that those amounts will be paid out of the Settlement Amount;
 - d) A description of all Class Members' right to file an objection to the proposed Settlement, including the Objection Deadline and the procedure for exercising this right; and
 - e) The dates of the Settlement Approval Hearings in their respective jurisdictions;

50. Pursuant to the Notice orders from the Courts of Quebec and Saskatchewan of December 9, 2025, December 18, 2025, and January 16 2026, the Approval Hearing Notices were disseminated on January 24, 2026, by way of:
- a) The Claims Administrator posting the Approval Hearing Notices (short-form and long-form) on the Settlement Website;
 - b) Sending the short-form Approval Hearing Notices by email or regular mail directly to all Class Members who registered with Class Counsel, as well as providing copies to any person or Class Member who requested them;
 - c) Sending the long-form Approval Hearing Notices to the Canadian Bar Association Class Action Database and the Quebec Registry of Class Actions;
 - d) Providing support lines to provide assistance to Class Members or other persons making inquiries about the proposed Settlement;
 - e) The Claims Administrator sending the Approval Hearing Notices (short-form and long-form) to any Class Member who request them:
 - f) The Claims Administrator publishing the short form Approval Hearing Notices, in English and/or French, as the case may be, in the following newspapers and: (i) The National Post (ii) The Globe and Mail (iii) La Presse digital (iv) The Montreal Gazette (v) Le Journal de Montreal; and (vi) Le Journal de Quebec;
 - g) Providing notice via internet and/or media advertisements containing links to the short-form and long-form Approval Hearing Notices in English and/or French. as the case may be, on Facebook and GoogleAds;
 - h) Distribute the Approval Hearing Notices Press Release. in English and French, via the Canada Newswire and Global Newswire;

The whole as appears more fully from the Affidavit of Richard Anderson, MNP's National Director for Class Action Claims Administration, dated March 25, 2026, produced herein as **Exhibit R-4**;

ii) **The Settlement Approval Notice**

51. The Parties have agreed to the form and content of the Settlement Approval Notice and Notice Plan, as set forth in Schedule D to the Settlement Agreement;
52. The Settlement Approval Notice will advise Class Members of their right to participate in the settlement and will provide them with information on how to submit a Claim Form and obtain the compensation for which they are eligible;
53. The Notice Plan for the upcoming Settlement Approval Notice is almost identical to that of the Approval Hearing Notices (though without traditional media);

54. The Settlement Approval Notice is straightforward and drafted in plain language, with the goal of directing Class Members to learn more about the litigation, their right to participate in the settlement, the manner by which they can submit their Claims, the compensation available, and the deadline for doing so;
55. The Settlement Approval Notice provides Class Members with all the pertinent information regarding the background and status of the class actions, the Settlement Agreement, and the compensation available, as well as how to make a Claim for compensation and how to contact Class Counsel and the Claims Administrator. It also provides sufficient information to make informed choices and take appropriate actions;
56. The Parties designed the Notice Plan to make it likely that the information will reach intended recipients and will provide them with a reasonable opportunity to exercise their rights. The Notice Plan includes both direct notice (through email and paper mail to Class Members), as well as indirect notice through dissemination on social media and a paid Google digital media advertising campaign;
57. The dissemination of the upcoming Settlement Approval Notice (in the manner set out in the Notice Plan) is the best notice possible and will reach the largest number of Class Members. The goals of providing notice to the Class are properly fulfilled through the proposed Settlement Approval Notice and Notice Plan;

E. CONSENT OF THE PROVINCIAL AND TERRITORIAL HEALTH INSURERS

58. Over the course of this litigation, Class Counsel have kept the thirteen Provincial and Territorial Health Insurers updated with respect to the status of the litigation. At the time when the Parties were negotiating the Settlement Agreement, Class Counsel was in touch with the representative for each of the Provincial and Territorial Health Insurers, and they were involved in drafting and approving the consent/release with respect to their subrogated claims. Before the Settlement Agreement was executed, each of the Provincial and Territorial Health Insurers delivered an executed consent/release to Class Counsel. Attached hereto as **Exhibit R-5** are copies of the executed Provincial Health Insurer consents/releases;

F. OPT-OUTS AND OBJECTIONS

59. The opt-out deadline in the Quebec Action expired on December 17, 2020 for Class Members who were prescribed and ingested Xarelto® prior to October 1, 2020. No opt-outs were received at the time;
60. The Opt-Out Deadline in the Saskatchewan Action and for Class Members in the Quebec Action who were prescribed and ingested Xarelto® between October 1, 2020 and the end of the Quebec Class Period on October 27, 2025 was 45 days after the date on publication of the Settlement Approval Notice i.e. March 10, 2026. No opt-outs were received;

61. The Objection deadline was 45 days after the date on publication of the Settlement Approval Notice i.e. March 10, 2026. There was only 1 objection to the settlement.
62. Ms. Jeanne Rokosh, who is not a Class Member in the Quebec Action, filed an objection to the proposed Settlement (see Exhibit "B" of the Affidavit of Richard Anderson, Exhibit R-4) asserting that the Defendants should be required to agree to a larger overall amount to settle the Xarelto class actions;
63. Class Counsel is aware and recognizes that no amount of compensation would ever be sufficient to compensate Class Members for their injuries and related emotional trauma and expenses. However, the proposed Settlement, through its Protocol, has been developed with a view to limiting re-traumatization through its confidential and non-adversarial process and provides a simplified avenue for Class Members to receive compensation, without proof of causation or damages;
64. In addition, the proposed settlement is a compromise arrived at after lengthy, adversarial, and hard-fought litigation over 11 years, and arm's-length negotiations. As noted above, it was arrived at after Class Counsel had the chance to evaluate a significant amount of information about the alleged causes of action (and the risks that would lie ahead if the class actions proceeded to common issues trials);
65. After many years of hard fought litigation, Class Counsel sought to negotiate, based on our collective experience, a reasonable settlement of the Saskatchewan and Quebec class actions, keeping in mind the challenges inherent in proving general and specific causation in relation to an alleged increased risk of irreversible bleeding, and the likelihood that the alternative to a negotiated settlement is many more years of protracted, hard fought litigation that could result in no recovery for the plaintiff;
66. In this case, the Settlement Amount of \$4,500,000 to \$5,250,000 is the highest amount that could reasonably be obtained, and the plan proposed to distribute compensation is as equitable as is possible in the circumstances. Class Counsel and the plaintiffs who signed the Settlement Agreement are of the view that the proposed settlement is fair, reasonable, and in the best interests of the Class;

G. SUPPORT FOR THE SETTLEMENT

67. The Plaintiffs support and approve of the proposed Settlement;
68. Class Counsel believe that the proposed settlement is fair, reasonable, and in the best interests of the Class Members. Class Counsel have negotiated dozens of class action settlements and are familiar with the way damages are generally assessed and the range of damages that Class Members might expect to recover in comparable cases. Based on our knowledge and expertise with respect to liability, damages, and litigation risks in the class action context, we unreservedly recommend the approval of the Settlement Agreement and the Protocol;

69. In coming to this conclusion, Class Counsel has considered numerous litigation risks, including:
- a) The risk that the Defendants would be successful in obtaining the dismissal of the Saskatchewan Action through their application for summary judgment or in defending the Quebec Action on one or more of the common issues at the common issues trial;
 - b) The risk of witnesses not providing expected evidence, the documentation not being sufficient, and the vagaries of trial and trial testimony;
 - c) The risk that even if the Plaintiffs were successful at the common issues trial, the court may nevertheless find that there are individual issues that will require individual assessments;
 - d) The risk that the Defendants would be successful in defending the individual assessments of certain Class Members, in part or entirely;
 - e) The risks associated with the fading memories of witnesses, incomplete document retention over the years, and inability to adduce evidence due to lack of witnesses, among other risks;
 - f) The difficulties and risks of individual assessment hearings, including:
 - i. That such hearings would likely be adversarial in nature, which could lead to a need for representation of and potentially increased expenses for Class Members;
 - ii. That such hearings would likely require significant time to complete leading to prejudice for the Class Members, and a denial of timely access to justice;
 - iii. That such hearings would likely require significant Class Member participation, not limited to the scheduling and conducting of examinations and cross-examinations, leading to prejudice for some of the Class Members;
 - iv. That such hearings would likely require Class Members to testify, forcing a traumatic recounting of the harms they suffered;
 - v. The likelihood of the necessity of individual assessment hearings imposing a high barrier to access justice; and
 - g) The risk that without this proposed Settlement, there would be significant delays before the determination of the summary judgment application, the common issues trial, and potential individual assessments and appeals therefrom, and that, even if successful, the Class Members may not receive compensation for many years if at all;

70. In coming to this conclusion, Class Counsel have also considered:
- a) That the basis for compensation in the proposed Settlement is a fair one;
 - b) That the proposed Settlement offers reasonable compensation to Class Members now rather than after numerous years of further litigation with the possibility of receiving more, but also the real risk of receiving less or nothing at all;
 - c) The simple, paper-based claims process that does not require Class Members to testify or appear in person, or prove that Xarelto caused their injury;
 - d) That the proposed Settlement and the manner in which it is proposed to be administered will limit re-traumatization that Class Members might experience if they were called upon or forced to disclose in a public forum the events that allegedly caused them harm; and
 - e) The importance to Class Members receiving certain compensation now rather than taking the risk of having to wait years before receiving any compensation, and possibly never being compensated;
71. Class Counsel has pursued this litigation diligently for over 11 years, and if the proposed settlement is not approved, it is likely that the determination of the common issues and any individual issues would not be concluded for many more years;

H. CLAIMS ADMINISTRATOR

72. Pursuant to judgment of this Honourable Court dated December 9, 2025 and an Order of the Court of King's Bench dated December 18, 2025, MNP was provisionally appointed as the Claims Administrator for the purpose of disseminating the Approval Hearing Notice. MNP has consented to continuing as Claims Administrator;
73. Pursuant to the Notice Plan, the same Claims Administrator shall, among other things, disseminate the Settlement Approval Notice as provided in the Settlement Agreement and Notice Plan (and pursuant to any Order of the Courts), administer the Claims process in accordance with the Protocol, and, more generally, be subject to all of the other terms and conditions set out in the Settlement Agreement;
74. Class Counsel has worked with MNP as a class action claims administrator before (i.e. Wen and Abilify), and can confirm that MNP has extensive experience and expertise in performing claims administration and other class action services;
75. In addition to this extensive experience, MNP is already deeply involved with the administration of this settlement, having disseminated the Approval Hearing Notice and collecting the objections;

76. Pursuant to the Settlement Agreement, the costs and fees of the Claims Administrator, including the cost of the dissemination of the Settlement Approval Notice and the costs to administer and distribute the Settlement Amount, are payable from the Settlement Amount;

I. FONDS D'AIDE AUX ACTIONS COLLECTIVES (« FAAC »)

77. The FAAC did not finance this class action and so no repayment is necessary;
78. The Settlement Agreement provides for collective recovery. It is the intention that the entire Settlement Amount will be distributed to Class Members and that there will be no remaining balance. However, there will always be a leftover based on items such as uncashed cheques, rounding differences, holdbacks, etc;
79. Consequently, and while the amount is not anticipated to be significant, the Settlement Agreement provides as follows as it relates to the rights of the FAAC under the [Règlement sur le pourcentage prélevé par le Fonds d'aide aux actions collectives](#), chapitre F-3.2.0.1.1, r. 2:

<p>Si, dans les six (6) mois suivant le versement des Paiements Compensatoires par l'Administrateur des Réclamations aux Réclamants avec une Réclamation Approuvée, il reste un solde dans le Compte en Fiducie en raison de distributions non encaissées ou de tout autre excédent, les fonds restants (« Reliquat ») seront versés comme suit :</p> <p>(a) La FAAC aura le droit de réclamer le pourcentage prévu à l'article 1(1) du <i>Règlement sur le pourcentage retenu par le Fonds d'aide aux actions collectives</i>, RLRQ c F-3.2.0.1.1, r.2, sur la partie des fonds restants revenant aux résidents du Québec. La partie revenant aux résidents du Québec correspondra à 22 % des fonds excédentaires;</p> <p>(b) Le solde sera versé à un organisme de bienfaisance choisi conjointement par les Parties et</p>	<p>If, within six (6) months of the Compensatory Payments being issued by the Claims Administrator to pay Claimants with Approved Claims, a balance exists in the Trust Account as a result of uncashed distributions or any other surplus monies, any remaining funds ("Surplus Funds") shall be paid as follows:</p> <p>(a) The FAAC will be entitled to claim the percentage provided for at s. 1(1) of the <i>Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives</i>, RLRQ c F-3.2.0.1.1, r.2, on the Quebec resident portion of the remaining funds. The Quebec resident portion will correspond to 22% of the Surplus Funds;</p> <p>(b) The balance will be donated to a charity chosen jointly by the Parties and approved by the Court which has a focus on health.</p>
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approuvé par la Cour, qui se consacre à la santé.	
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J. APPROVAL OF THE SETTLEMENT

80. It is respectfully submitted that the Settlement Agreement is fair, reasonable and in the best interest of the Class Members for the following reasons:

- a) Approval of the Representative Plaintiffs: The plaintiffs in the Quebec and Saskatchewan Actions support the Settlement;
- b) Response from Class Members: There is only 1 single objection to the settlement (not from a member of the Quebec Action) and no opt-outs, despite a rigorous notice program. CLG sent the Settlement Approval Hearing Notice to approximately 1,800 persons that had provided their contact information and asked to be kept informed of the progress of the case. The Claims Administrator reported that the Google banner as resulted in 5,287,107 impressions/views, the Facebook banner ad resulted in 4,733,436 impression/views, the Instagram banner ad resulted in 1,357,691 impression views. The Approval Hearing Notices were also published in The Globe and Mail, The National Post, The Montreal Gazette, La Presse, Le Journal de Montréal, and Le Journal de Québec. The conclusion must be that Class members overwhelmingly support the settlement;
- c) Opinion of Class Counsel: Class Counsel are experienced in litigating and resolving complex class actions such as this case. Both CLG and MLG are of the opinion that the Settlement is fair, reasonable, and in the best interests of Class Members. This assessment is based on Class Counsel's review of the individual claims of Class Members in their database, the law as applied to the facts of the case, and in consideration of the significant risks, expenses, and delays associated with protracted contested litigation, trials and appeals compared with the cost-effective and assured method of compensating Class Members through the Settlement;
- d) Quantum of Recovery: The Settlement Amount of CAD\$4.5-5.25 million represents an excellent overall result when measured against comparable cases, potential class size, and the significant litigation risks, delays and expenses inherent in proceeding to a common issues trial.
- e) Amount and Nature of Discovery, Evidence, or Investigation: The negotiations that led to the proposed Settlement were conducted at a time when the Parties had an extensive understanding of the case that the plaintiffs would need to meet in order to be successful at the common issues trial having obtained significant information from publicly available sources, as well as from the Defendants, the Representative Plaintiff, the plaintiffs' expert and Class Members both through the extensive evidence filed at the certification stage,

and questioning that occurred on that evidence, as well as additional evidence filed by the parties in connection with the application for summary judgment.

- f) Compensation for Approved Claims: The Settlement Agreement and the Compensation Protocol will provide real people with appropriate compensation for harms suffered. The claims process promotes access to justice as compared to an individual claims process following a common issues trial or an individual action. It provides significant non-monetary benefits to Class Members, including:
1. the claims process is intended to be simple, straightforward, confidential, non-adversarial, and user-friendly;
 2. Class Members can complete their Claims with the assistance and privacy of their support networks;
 3. Class Members have four months, or 120 days to complete and submit their Claim Forms and provide supporting evidence;
 4. the Defendants are not entitled to cross-examine any Claimant;
 5. Claimants are not required to prove causation or damages;
 6. Claimants are presumed to be acting honestly and in good faith;
 7. The claims process is paper-based, and Claimants who submit deficient claims will have a Deficiency Period of 45 days to rectify the deficiency:
and
 8. Decisions of the Claims Administrator are final, meaning that Class Members will not have to wait for appeals or judicial reviews prior to receiving compensation under the Settlement.
- g) Sufficiency of the Settlement Amount: In terms of the sufficiency of the Settlement Amount to satisfy the claims that are likely to be approved, assuming all amounts proposed in the Settlement Agreement are approved (i.e., the PHI figure, the amounts requested for Class Counsel Fees and Disbursements, the notice costs and administration costs), it is anticipated that approximately \$2.5 million will be available to pay Approved Claims. Based on the estimate of likely claims that will be brought under the Settlement (250-300), Class Counsel believes the Settlement Amount will be sufficient;
- h) Delay if the Settlement is not Approved: Considering the beginning of the Class Period dates back eleven (11) years, some Class Members may pass away before the final determination of their claims. Absent this Settlement, the case will take years to reach any conclusion. The plaintiffs will need to return to the litigation track, including pre-trial motions concluding with a contested trial on the merits, and related appeals. This process will be both lengthy and

challenging. If the plaintiffs are successful at the common issues trial, it is anticipated that the Defendants will utilize all means of appeal available to them to seek to overturn any successful trial ruling. Individual determinations of eligibility and quantification of damages would be required thereafter and, as a result, it is expected that absent the Settlement, it would be several years at least before any compensation would become payable to Class Members;

- i) The Presence of Good Faith, Arm's-Length Bargaining and the Absence of Collusion: Class Counsel submits that the facts substantiate the assertion that there was no collusion between the Parties and the Settlement as proposed has been negotiated in good faith. It was not until September 2024 that the Parties began to meaningfully engage in settlement discussions. These arms-length negotiations took place over the course of many months, and involved significant correspondence, calls and in-person meetings.

K. CLASS COUNSEL FEES AND DISBURSEMENTS

81. It is respectfully submitted that the request of 30% of the Settlement Amount , and applicable sales taxes as Class Counsel Fees and Disbursements is fair and reasonable for reasons to follow;

i) Mandate Agreement with the Representative Plaintiff

82. The Mandate Agreement entered into by the Representative Plaintiff is consistent with the fee request as it provides for compensation on the basis of 30% of the amounts recovered or a 3.5 times multiplier on base time, whichever is higher:

"2. I understand that this litigation is to be pursued on a contingency basis. As such, no attorneys' fees, disbursements and applicable taxes will be charged unless the litigation is successful, whether by settlement or by judgment.

3. In accordance with paragraph 2 above, I hereby consent to have my attorneys withhold, retain and keep as payment on any amount of money received on behalf of myself and on behalf of all other members of the class:

a. all disbursements incurred;

and

b. attorneys' fees with regard to the present class action of the higher of the following two calculations:

- (i) an amount equal to thirty percent (30%) of the total amount received, including interest, from any source whatsoever, whether by settlement or by judgment;

or

- (ii) an amount equal to multiplying the total number of hours worked on by the attorneys in accordance with their hourly rates, which range between \$475 and \$775 per hour. This amount will then be multiplied by a multiplier of 3.5 to arrive at the total fee.

[The hourly rates are reviewed on an annual basis and are, therefore, subject to possible increases]

- c. all applicable taxes on said amounts in paragraphs (a) and (b)

These attorneys' fees extend to all sums received for and in the name of the whole class affected by the present class action, and are in addition to the judicial fees that can be attributed to the attorneys;

In the case where a specific amount of money is not awarded collectively, whether by settlement or by judgment, or where each class member is compensated only for their individual claim, section b. (i) above shall be read to mean thirty percent (30%) of the total value as if every possible class member made such a claim.

- 4. I am aware that the total legal fee may vary according to the total value of any settlement or judgment which may result from this litigation. I understand that any such settlement or judgment could vary greatly depending on several factors, including the total number of class members in Canada or Quebec, the damages suffered by each class member, additional information which comes to light during the course of the litigation, and the nature of any settlement or judgment.
- 5. The parties hereby acknowledge that the attorneys' fees are fair and reasonable compensation having regard to the undertaking incurred in pursuing the present class action."

ii) **Time and Expenses Incurred**

- 83. Class Counsel has made a substantial investment both in time spent and expenses incurred for over 11 years to bring about this settlement for the benefit of the Class Members;
- 84. At all times, this litigation was complex, high-risk, and hard fought. The following sets out the nature of the work undertaken, and time spent which included, *inter alia*:
 - a) communicating and meeting with the Representative Plaintiff(s) to prepare the file;
 - b) extensive research and drafting of the original pleadings;
 - c) research and drafting of various amended pleading;
 - d) preparing and arguing preliminary motions;

- e) meeting and working with experts on issues related to liability questions and reviewing multiple iterations of reports;
 - f) cross-examinations on affidavits and other ancillary steps;
 - g) responding to requests for undertakings;
 - h) significant document review;
 - i) drafting the certification materials, including argument plans;
 - j) arguing the authorization and certification motions, including appeals thereof;
 - k) reviewing the records of Class Members in Class Counsel's database;
 - l) engaging in numerous and lengthy settlement discussions with counsel for the Defendants;
 - m) negotiating, drafting, and revising the Settlement Agreement and its Schedules;
 - n) engaging in multiple rounds of negotiations with the PHIs;
 - o) negotiating the terms of administration and notice; and
 - p) researching, drafting, and revising necessary materials for approval of the Settlement;
85. Class Counsel seeks legal fees of \$1,098,312.60 plus applicable taxes, representing 24.4% of the Minimum Settlement Amount (to be paid from the Xarelto Trust Account within 45 days after the Effective Date, in accordance with paragraphs 1(q), 34, 39(c), and 95-98 of the Settlement Agreement, and without further order of the Court).² The same initial Class Counsel legal fees will be distributed as follows:
- a) \$898,312.60 to Merchant Law Group LLP; and
 - b) \$200,000.00 to Consumer Law Group Inc;
86. Class Counsel further requests that additional Class Counsel legal fees of up to \$225,000, being 30% of the delta between the Minimum Settlement Amount and the Maximum Settlement Amount, plus applicable taxes thereon (as invoiced by Class Counsel to MNP, if such a further amount becomes due), be paid as provided for in paragraphs 1(q), 1(www), 33-34, 37, 39(c), and 95-98 of the Settlement Agreement (and without further order of the Court, subject to any party or MNP seeking further directions if appropriate). Any additional Class Counsel legal fees payable pursuant

² All applicable taxes on fees and disbursements and Class Counsel Fees shall further be paid from the Trust Account, pursuant to paragraphs 1(www), 34, and 95-98 of the Settlement Agreement.

to the same award would be distributed 62.9% to Merchant Law Group LLP and 37.1% to Consumer Law Group Inc.;

87. It should be noted that in negotiating the proposed Settlement, Class Counsel engaged with other plaintiffs' firms that had commenced Xarelto claims and agreed to seek recovery of their firms' disbursements. In the aggregate, between the four below law firms, reimbursement of Class Counsel disbursements totaling \$251,687.40 plus applicable taxes is requested and if approved, would be paid (after each firm submits an invoice to MNP) from the Xarelto Trust Account after the Effective Date in accordance with paragraphs 1(p), 34, 39(c), and 95-98 of the Settlement Agreement, and without further order of the Court. The same disbursements award would represent 5.6% of the Minimum Settlement Amount. If approved, the disbursements reimbursement payment to each law firm would be as follows:
- a) \$146,486.54 to Merchant Law Group LLP;
 - b) \$18,673.30 to Consumer Law Group Inc.;
 - c) \$2,500 to McPhadden LLP; and
 - d) \$84,027.56 to Siskinds Law Firm.
88. If the Settlement Agreement is approved, there will be additional work to be done by Class Counsel with respect to the implementation of the applicable elements of the Notice Plan to advise Class Members of the Settlement's approval, including updating websites and coordinating with the Claims Administrator with respect to the same;
89. Class Counsel will also need to respond to additional Class Member inquiries following notice of the Settlement's approval. There will also be significant liaising with the Claims Administrator to ensure that proper procedures are followed and to generally monitor the implementation of the Settlement Agreement;
90. As listed above, Class Counsel seeks approval of \$146,486.54 plus applicable taxes in disbursements to Merchant Law Group LLP and \$18,673.30 plus applicable taxes in disbursements to Consumer Law Group Inc.;
- iii) **Experience of Class Counsel**
91. The Settlement was achieved through the concerted and diligent efforts of Class Counsel with significant experience in class action litigation. As noted, this was a complicated lawsuit from a legal and scientific perspective and was hard fought by both sides. Class Counsel successfully authorized / certified the Actions;
- iv) **Importance of the Issue**

92. The issues in dispute in this class action litigation were incredibly important to Class Members. Class Members suffered medical conditions which significantly impacted their lives;

v) Risk Assumed

93. As is oftentimes the case in class actions, the risk of success or failure is borne entirely by Class Counsel. In the present case, Class Counsel took on the entire case on a contingency basis;
94. This meant that neither the Plaintiff, nor any Class Members were asked to contribute any fees for the time spent on the file, nor for any of the disbursements made on their behalf by Class Counsel;
95. No request for funding was made to the *Fonds d'aide aux actions collectives*. No request for any funding was made to any private legal funding company, which would have required the Class to pay an additional sum (usually 10% of the settlement value). This savings directly benefitted the Class;

vi) Incentive to Future Counsel

96. The issue of compensation for class counsel is vitally important to whether there will be dedicated and hard-working class counsel who will be prepared to represent future classes and bring new class actions (and this will depend in part on whether class counsel firms are appropriately compensated for the risks undertaken in prosecuting class actions). Defendants in class actions are normally represented by top tier law firms who provide zealous advocacy on behalf of their corporate clients;
97. Class Counsel will invariably pursue other class actions that will be unsuccessful and there are very significant negative financial consequences to class counsel law firms as a result of prosecuting unsuccessful class actions;
98. If class counsel is not adequately compensated in cases where they have achieved success, plaintiff law firms will not have a sufficient economic incentive. in light of the significant risks and expense when cases are lost, to prosecute class actions, and consequently, members of the public who have been wronged will be denied access to justice;
99. Class actions are almost always prosecuted on a contingency basis. As a result, even if an action is ultimately successful conclusion, class counsel normally receive no compensation for many years, despite the significant investment of legal work, time, and firm resources required to advance such litigation;

vii) Result Obtained

100. Class Counsel have demonstrated considerable skill and competence in the prosecution of Class Actions, particularly:

- c) framing the action comprehensively;
- d) researching complex legal and factual issues;
- e) performing extensive document review;
- f) working with multiple experts; and
- g) handling the inquiries from (and managing the expectations of) Class Members over the course of more than 11 years;

101. The value of the total benefits to Class Members amounts to between \$4.5 million and \$5.25 million. It is estimated that up to 297 Class Members will be compensated before there is any pro rata reduction. Further, the claims of the PHIs have already been resolved, so there will be no need for separate settlements for each individual Class Member;
102. When measured against the significant litigation risks inherent in this litigation, the results achieved are excellent comparable to results achieved in similar class actions settlements;

viii) Fees Not Contested

103. The Defendants are not taking any position on Class Counsel Fees and Disbursements as requested herein;
104. Further, no Class Member has indicated any intention to contest Class Counsel's request for its fees and disbursements, despite being informed that such a hearing would take place as seen from the Approval Hearing Notices:

EN QUOI CONSISTE LE RÈGLEMENT PROPOSÉ ?	WHAT IS THE PROPOSED SETTLEMENT?
<p>Le Règlement prévoit la création d'un fonds de règlement d'au moins 4,5 millions de dollars canadiens et pouvant atteindre 5,25 millions de dollars canadiens, selon le nombre de Réclamations Approuvées, qui servira à payer les indemnités pour les Réclamations Approuvées, les réclamations des Assureurs Provinciaux, les Frais d'Administration, les Honoraires et Débours des Avocats du Groupe et les taxes applicables.</p> <p>...</p>	<p>The Settlement provides for the creation of a settlement fund of at least \$4.5 million (CDN), and up to \$5.25 million (CDN) depending on the number of Approved Claims, which will be used to pay compensation for Approved Claims, Provincial Health Insurer Claims, Administration Expenses, Class Counsel Fees and Disbursements and any applicable taxes.</p> <p>...</p> <p>If the Settlement is approved, Class Counsel will make an application for</p>

Si le Règlement est approuvé, les Avocats du Groupe demanderont le paiement des Honoraires et Débours des Avocat du Groupe, d'un montant d'au moins 1 350 000 \$ et pouvant aller jusqu'à 1 575 000\$, à être prélevé à même le Montant du Règlement.	Class Counsel Fees and Disbursements of at least \$1,350,000 and up to \$1,575,000, plus taxes, to be paid from the Settlement Amount.
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105. The present Application is well-founded in fact and in law.

PAR CES MOTIFS, PLAISE AU TRIBUNAL :	FOR THESE REASONS, MAY IT PLEASE THIS HONOURABLE COURT TO:
ACCUEILLIR la présente Demande ;	GRANT the present Application;
ORDONNER que, sauf indication contraire ou modification apportée par le présent jugement, les termes en majuscules utilisés dans les présentes ont le sens qui leur est attribué dans l'Accord de Règlement ;	ORDER that, except as otherwise specified in, or as modified by this judgment, capitalized terms used herein shall have the meaning ascribed in the Settlement Agreement;
DÉCLARER que l'Accord de Règlement (y compris son préambule et ses annexes) : a) est valide, équitable, raisonnable et dans le meilleur intérêt des membres du groupe ; b) est approuvé par la présente conformément à l'article 590 du Code de procédure civile ; et c) doit être mis en œuvre conformément à l'ensemble de ses dispositions ;	DECLARE that the Settlement Agreement (including its Preamble and its Schedules): a) is valid, fair, reasonable and in the best interest of the Class Members; b) is hereby approved pursuant to article 590 of the Code of Civil Procedure; and c) shall be implemented in accordance with all of its terms;
APPROUVER l'Accord de Règlement et ORDONNER aux parties de respecter ses modalités ;	APPROVE the Settlement Agreement, and ORDER the parties to respect its terms;
DÉCLARER que l'Accord de Règlement constitue une transaction au sens des articles 2631 et suivants du <i>Code civil du Québec</i> et que le présent jugement et l'Accord de Règlement lient toutes les	DECLARE that the Settlement Agreement constitutes a transaction within the meaning of articles 2631 and following of the <i>Civil Code of Quebec</i> and that this Judgment and the Settlement Agreement are binding upon

Parties et tous les Membres du Groupe qui ne se sont pas exclus en temps opportun ;	all parties and all Class Members who have not excluded themselves in a timely manner;
DÉCLARER que tous les Membres du Groupe, à moins qu'ils ne se soient valablement exclus, sont réputés avoir choisi de participer au règlement et sont liés par l'Accord de Règlement, les quittances qu'il contient et le présent jugement ;	DECLARE that all Class Members, unless they validly opted out, are deemed to have elected to participate in the Settlement and shall be bound by the Settlement Agreement, the release it contains and this Judgment;
ORDONNER que la contrepartie prévue dans l'Accord de Règlement soit versée en règlement intégral des obligations des Défendeurs en vertu de l'Accord de Règlement ;	ORDER that the settlement consideration set forth in the Settlement Agreement shall be provided in full satisfaction of the obligations of the Defendants under the Settlement Agreement;
DÉCLARER que, par l'application de la présente ordonnance d'approbation du règlement, à moins que l'accord de règlement ne soit résilié conformément aux dispositions de la section 6 de celui-ci, les Renonciataires, libèrent, déchargent et donnent quittance complète et finale aux Parties Quittancées à l'égard des Réclamations Quittancées, telles que ces termes sont définis dans l'accord de règlement, à toutes fins utiles et à tous égards juridiques ;	DECLARE that, by operation of this Settlement Approval Order, unless the Settlement Agreement is terminated in accordance with the provisions of Section 6 thereof, the Releasors, upon the present Settlement Approval Order becoming final, will be deemed to have, and by operation of this Approval Order will have, fully, finally, and forever released, relinquished and discharged the Releasees from all Released Claims, as those terms are defined in the Settlement Agreement, for all legal intents and purposes whatsoever;
DÉCLARER que, compte tenu des paiements versés aux Assureurs Provinciaux prévus dans le présent Accord de Règlement, les Assureurs Provinciaux seront réputés libérer, décharger et donner quittance à jamais pour toute réclamation que les Assureurs Provinciaux ont eue, ont actuellement ou pourraient avoir à l'avenir, en vertu de leurs droits de recouvrement découlant ou liés de quelque manière que ce soit aux actions, causes d'action, poursuites, dettes, obligations, comptes, cautionnements, engagements, contrats, réclamations et demandes de quelque nature que ce soit qui ont été invoqués ou	DECLARE that, in consideration of the payments made to the PHIs set out in this Settlement Agreement, the PHIs will be deemed to release and forever discharge any and all manner of claims which the PHIs ever had, now have, or hereafter can, shall or may have pursuant to the PHIs' rights of recovery arising out of or in any way related to the actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands whatsoever that were asserted or which could have been asserted, or which hereafter may or could be asserted, by or on behalf of any Plaintiff and Class Member relating in any way to the

<p>qui auraient pu être invoqués, ou qui pourraient être invoqués à l'avenir, par ou au nom de tout Demandeur et Membre du Groupe, liés de quelque manière que ce soit à l'achat, l'acquisition ou l'utilisation de Xarelto®, ainsi qu'aux autres réclamations invoquées dans le cadre de la Procédure en Saskatchewan et/ou de la Procédure au Québec, qu'elles soient connues ou inconnues, passées ou futures, directes ou indirectes, subrogées ou autres, liées de quelque manière que ce soit aux Réclamations Quittancées (telles que définies dans l'Accord de Règlement) pendant la Période Visée par la Procédure, y compris, sans s'y limiter et à titre d'exemple, toutes les réclamations subrogées et/ou directes à l'égard des Demandeurs et des Membres du Groupe qui ont été ou auraient pu être présentées par tout Assureur Provincial conformément à la législation provinciale ou territoriale qui autorise le recouvrement des frais de santé ou des frais médicaux auprès de tiers ou autrement, pour le coût des soins médicaux ou des traitements fournis aux Demandeurs et aux Membres du groupe, ainsi que pour les examens médicaux ou la surveillance médicale découlant des faits allégués dans la Procédure en Saskatchewan et/ou la Procédure au Québec contre les Parties Quittancées (tous tels que définis dans l'Accord de Règlement). Les Assureurs Provinciaux ne peuvent faire aucune réclamation, ni tenter ou poursuivre aucune procédure contre toute personne, société de personnes, société ou autre entité qui pourrait réclamer une contribution ou une indemnisation ou toute autre mesure de redressement de nature pécuniaire, déclaratoire ou injonctive aux Parties Quittancées en rapport avec les réclamations quittancées par le présent Accord de Règlement ;</p>	<p>purchase, acquisition or use of Xarelto® and other claims asserted in the Saskatchewan Proceeding and/or the Quebec Proceeding, whether known or unknown, past or future, direct or indirect, subrogated or otherwise, relating in any way to the Released Claims (as defined in the Settlement Agreement) during the Class Period, and including, without limitation and by way of example, all subrogated and/or direct claims in respect of the Plaintiffs and Class Members that were or could have been brought by any PHI pursuant to provincial or territorial legislation that permits recovery of healthcare costs or medical expenses from third parties or otherwise, for the cost of medical care or treatment provided to Plaintiffs and Class Members, as well as medical screening or monitoring arising from the facts alleged in the Saskatchewan Proceeding and/or the Quebec Proceeding against the Releasees (all as defined in the Settlement Agreement). The PHIs may not make any claims, or take or continue any proceedings against any person, partnership, corporation, or other entity who might claim contribution or indemnity or any other relief of a monetary, declaratory or injunctive nature from the Releasees in connection with the claims released in this Settlement Agreement;</p>
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<p>DÉCLARER que la présente action collective est réglé à l'amiable à toutes fins utiles, conformément aux modalités spécifiques contenues dans le présent jugement et dans l'Accord de Règlement ;</p>	<p>DECLARE that this Class Action is settled out-of-Court for all legal intents and purposes whatsoever, in accordance with the specific terms contained in the present Judgment and in the Settlement Agreement;</p>
<p>APPROUVER la forme, le contenu et le mode de diffusion de l'Avis d'Approbation du Règlement, dans sa version française et anglaise, conformément à l'Annexe J de l'Accord de Règlement ;</p>	<p>APPROVE the form, content and mode of dissemination of the Settlement Approval Notice, in its French and English versions, substantially in conformity with Schedule J of the Settlement Agreement;</p>
<p>ORDONNER la diffusion de l'Avis d'Approbation du Règlement, en français et en anglais, conformément à l'Annexe D de l'Accord de Règlement dans les soixante (60) jours du présent Jugement;</p>	<p>ORDER the dissemination of the Settlement Approval Notice, in French and in English, substantially in conformity with Schedule D to the Settlement Agreement within sixty (60) days of this Judgment;</p>
<p>APPROUVER le Protocole d'Indemnisation, Annexe A de l'Accord de Règlement ;</p>	<p>APPROVE the Compensation Plan, Schedule A to the Settlement Agreement;</p>
<p>APPROUVER le Formulaire de réclamation conformément à l'Annexe M de l'Accord de Règlement ;</p>	<p>APPROVE the Claim Form substantially in conformity with Schedule M of the Settlement Agreement;</p>
<p>NOMMER MNP Ltée en tant qu'Administrateur des Réclamations aux fins d'accomplir les tâches qui lui incombent en vertu de l'Accord de Règlement et du Protocole d'Indemnisation ;</p>	<p>APPOINT MNP Ltd. as the Claims Administrator for the purposes of accomplishing the tasks that devolve to it pursuant to the Settlement Agreement and the Compensation Plan;</p>
<p>ORDONNER que l'Administrateur des Réclamations administre les Réclamations en stricte conformité avec l'Accord de Règlement, y compris le Protocole d'Indemnisation, en l'appliquant de manière équitable, cohérente, compétente et rigoureuse ;</p>	<p>ORDER that the Claims Administrator shall administer the claims strictly in accordance with the Settlement Agreement, including the Compensation Protocol, applying it fairly, consistently, competently, and rigorously;</p>
<p>ORDONNER que toutes les décisions relatives à l'admissibilité et à l'indemnisation soient prises de manière indépendante et impartiale, sur la base</p>	<p>ORDER that all eligibility and compensation determinations will be made independently and impartially, based solely on the evidentiary requirements set out in the</p>

<p>exclusive des exigences en matière de preuve énoncées dans le Protocole d'Indemnisation, sans tenir compte de l'incidence potentielle sur les obligations de paiement globales de toute partie ;</p>	<p>Compensation Protocol, without regard to the potential impact on any party's aggregate payment obligations;</p>
<p>ORDONNER que l'Administrateur des Réclamations préserve la confidentialité des informations fournies en vertu du présent jugement et ne les communique à aucune autre personne, sauf si cela est nécessaire pour l'exécution de l'Accord de Règlement et du Protocole d'Indemnisation et/ou pour faciliter le processus d'administration des Réclamations conformément à l'Accord de Règlement et au Protocole d'Indemnisation ;</p>	<p>ORDER that the Claims Administrator shall maintain confidentiality over and shall not share the information provided pursuant to this judgment with any other person, unless doing so is necessary for executing the Settlement Agreement and the Compensation Plan and/or facilitating the claims administration process in accordance with the Settlement Agreement and the Compensation Plan;</p>
<p>ORDONNER que l'Administrateur des Réclamations utilise les renseignements qui lui sont fournis dans le cadre du processus d'administration des Réclamations conformément au présent jugement dans le seul but d'exécuter l'Accord de Règlement et le Protocole d'Indemnisation et de faciliter le processus d'administration des Réclamations conformément à l'Accord de Règlement et au Protocole d'Indemnisation, et à aucune autre fin ;</p>	<p>ORDER that the Claims Administrator shall use the information provided to it through the claims administration process pursuant to this judgment for the sole purpose of executing the Settlement Agreement and the Compensation Plan and facilitating the claims administration process in accordance with the Settlement Agreement and the Compensation Plan, and for no other purpose;</p>
<p>APPROUVER les Honoraires des Avocats du groupe et les Débours des Avocats du groupe en vertu de l'article 593 C.p.c. ;</p>	<p>APPROVE Class Counsel Fees and Class Counsel Disbursements pursuant to article 593 C.C.P.;</p>
<p>DÉCLARER l'ensemble des Honoraires des Avocats du groupe et les Débours des Avocats du groupe s'élevant à 30 % du Montant du règlement, majorés des taxes applicables, est approuvé par la présente comme étant juste et raisonnable ;</p>	<p>DECLARE that the combined Class Counsel Fees and Class Counsel Disbursements of 30% of the Settlement Amount, plus applicable taxes thereon are hereby approved as fair and reasonable;</p>
<p>DÉCLARER que les Débours des Avocats du groupe d'un montant de 251 687,40 \$ sont par la présente approuvés et seront</p>	<p>DECLARE that Class Counsel Disbursements of \$251,687.40 are hereby approved and shall be paid from the Trust</p>

<p>versés à même le Compte en Fiducie dès que possible après la Date d'entrée en vigueur, conformément aux paragraphes 1(p), 34, 39(c) et 95 à 98 de l'Accord de Règlement, et sans autre ordonnance de la Cour. Les Débours des Avocats du groupe seront répartis comme suit :</p> <p>(a) 146 486,54 \$ à Merchant Law Group LLP ; (b) 18 673,30 \$ à Consumer Law Group Inc. ; (c) 2 500 \$ à McPhadden LLP ; et (d) 84 027,56 \$ à Siskinds Law Firm ;</p>	<p>Account as soon as practicable after the Effective Date in accordance with paragraphs 1(p), 34, 39(c), and 95-98 of the Settlement Agreement, and without further order of the Court. The Class Counsel Disbursements shall be distributed as follows:</p> <p>(a) \$146,486.54 to Merchant Law Group LLP; (b) \$18,673.30 to Consumer Law Group Inc.; (c) \$2,500 to McPhadden LLP.; and (d) \$84,027.56 to Siskinds Law Firm;</p>
<p>DÉCLARER que les Honoraires des Avocats du groupe, d'un montant de 1 098 312,60 \$, soit 24,4 % du Montant Minimal du Règlement, sont par la présente approuvés et seront versés à même le Compte en Fiducie dès que possible après la Date d'entrée en vigueur, conformément aux paragraphes 1(q), 34, 39(c) et 95 à 98 de l'Accord de Règlement, et sans autre ordonnance de la Cour. Les Honoraires des Avocats du groupe seront répartis comme suit :</p> <p>(a) 898 312,60 \$ à Merchant Law Group LLP ; et (b) 200 000 \$ à Consumer Law Group Inc. ;</p>	<p>DECLARE that Class Counsel Fees of \$1,098,312.60, being 24.4% of the Minimum Settlement Amount are hereby approved and shall be paid from the Trust Account as soon as practicable after the Effective Date in accordance with paragraphs 1(q), 34, 39(c), and 95-98 of the Settlement Agreement, and without further order of the Court. The Class Counsel Fees will be distributed as follows:</p> <p>(a) \$898,312.60 to Merchant Law Group LLP; and (b) \$200,000 to Consumer Law Group Inc.;</p>
<p>[34] ORDONNER que toutes les taxes applicables aux Débours des Avocats du groupe et aux Honoraires des Avocats du groupe soient également payées à partir du Compte en Fiducie dès que possible après la Date d'entrée en vigueur, conformément aux paragraphes 1(www), 34 et 95 à 98 de l'Accord de Règlement, et sans autre ordonnance de la Cour.</p> <p>(a) En ce qui concerne les Honoraires des Avocats du groupe, des taxes provinciales et fédérales combinées</p>	<p>ORDER that all applicable taxes on Class Counsel Disbursements and Class Counsel Fees shall further be paid from the Trust Account as soon as practicable after the Effective Date, pursuant to paragraphs 1(www), 34, and 95-98 of the Settlement Agreement, and without further order of the Court.</p> <p>(a) On the Class Counsel Fees, combined provincial and federal taxes of \$98,814.39 will be paid to Merchant Law Group LLP at 11%, and \$29,950.00 will</p>

<p>d'un montant de 98 814,39 \$ seront versées à Merchant Law Group LLP au taux de 11 %, et un montant de 29 950,00 \$ sera versé à Consumer Law Group Inc. au taux de 14,975 % ;</p> <p>(b) En ce qui concerne les Débours des Avocats du groupe, les taxes provinciales et fédérales combinées seront versées comme suit :</p> <p>(i) 16 113,41 \$ à Merchant Law Group LLP au taux de 11 % ;</p> <p>(ii) 2 796,33 \$ à Consumer Law Group Inc. au taux de 14,975 % ;</p> <p>(iii) 325 \$ à McPhadden LLP au taux de 13 % ; et</p> <p>(iv) 10 923,58 \$ à Siskinds Law Firm au taux de 13 % ;</p>	<p>be paid to Consumer Law Group Inc. at 14.975%;</p> <p>(b) On the Class Counsel Disbursements, combined provincial and federal taxes will be paid as follows:</p> <p>(i) \$16,113.41 to Merchant Law Group LLP at 11%;</p> <p>(ii) \$2,796.33 to Consumer Law Group Inc. at 14.975%;</p> <p>(iii) \$325 to McPhadden LLP at 13%; and</p> <p>(iv) \$10,923.58 to Siskinds Law Firm at 13%;</p>
<p>ORDONNER que, sans modifier les montants payables en vertu des paragraphes 26 à 28 du présente Jugement, lesquels devront être versés indépendamment de l'octroi éventuel d'un montant supplémentaire en vertu du présent paragraphe, des honoraires supplémentaires des Avocats du groupe d'un montant maximal de 225 000 \$, soit 30 % de la différence entre le Montant Maximal du Règlement et le Montant Minimal du Règlement, majorés des taxes applicables aux taux en vigueur ou tels que facturés par les Avocats du groupe au moment du paiement, soit versés conformément aux dispositions des paragraphes 1(q), 1(www), 33 à 34, 37, 39(c) et 95 à 98 de l'Accord de Règlement, sans qu'il soit nécessaire d'obtenir une ordonnance subséquente de la Cour. Tout montant supplémentaire des Honoraires des Avocats du groupe versé en vertu du présent paragraphe sera réparti à raison de 62,9 % au Merchant Law Group LLP et de 37,1 % au Consumer Law Group Inc. ;</p>	<p>ORDER that without varying the amounts payable under paragraphs 26-28 of this Judgment, which shall be paid regardless of whether any additional amount is awarded under this paragraph, an additional Class Counsel Fee of up to \$225,000, being 30% of the difference between the Maximum Settlement Amount and the Minimum Settlement Amount, plus applicable taxes thereon at the rates that apply or as invoiced by Class Counsel at the time it is to be paid, shall be paid as provided for in paragraphs 1(q), 1(www), 33-34, 37, 39(c), and 95-98 of the Settlement Agreement, and without a need to obtain any subsequent order of the Court. Any additional amount of Class Counsel Fees paid pursuant to this paragraph shall be distributed 62.9% to Merchant Law Group LLP and 37.1% to Consumer Law Group Inc.;</p>

<p>DÉCLARER que le pourcentage prélevé par le Fonds d'aide aux actions collectives sera calculé conformément à l'article 1(1) du <i>Règlement sur le pourcentage prélevé par le Fonds d'aide aux actions collectives</i> uniquement sur la partie québécoise de tout reliquat du Fonds de règlement, cette partie québécoise correspondant à 22% de ce reliquat, et ORDONNER que ce montant soit remis conformément à l'article 42 de la <i>Loi sur le Fonds d'aide aux actions collectives</i> ;</p>	<p>DECLARE that the percentage withheld by the <i>Fonds d'aide aux actions collectives</i> shall be calculated in accordance with section 1 (1) of the <i>Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives</i> only on the Quebec portion of any remaining funds in the Settlement Fund, such Quebec portion corresponding to 22% of said remaining funds, and ORDER that this amount shall be remitted in accordance with article 42 of the <i>Act respecting the Fonds d'aide aux actions collectives</i>;</p>
<p>PRENDRE ACTE de l'engagement pris par l'Administrateur des Réclamations de produire un rapport sur l'administration des fonds de règlement, conformément à l'article 59 du <i>Règlement de la Cour supérieure du Québec en matière civile</i>, et d'en aviser la Cour et le Fonds d'aide aux actions collectives ;</p>	<p>TAKE ACT of the Claim Administrator's undertaking to produce a report on the administration of the settlement funds, pursuant to section 59 of the <i>Regulation of the Superior Court of Québec in civil matters</i>, and to give notice thereof to the Court and to the Fonds d'aide aux actions collectives;</p>
<p>LE TOUT sans frais de justice.</p>	<p>THE WHOLE without legal costs.</p>

Montreal, May 6, 2026



CONSUMER LAW GROUP INC.

Per: Me Jeff Orenstein

Attorneys for the Representative Plaintiff

CONSUMER LAW GROUP INC.

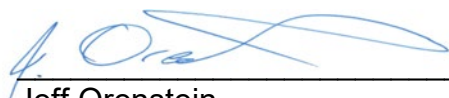
1030 rue Berri, Suite 102
 Montréal, Québec, H2L 4C3
 Telephone: (514) 266-7863
 Telecopier: (514) 868-9690
 Email: jorenstein@clg.org

SOLEMN DECLARATION

I, Jeff Orenstein, practicing my profession at 1030 rue Berri, Suite 102, Montreal, Quebec, H2L 4C3, solemnly affirm that:

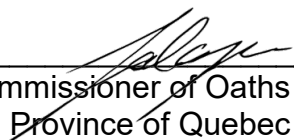
1. I am one of the attorneys for the Representative Plaintiff in the present matter;
2. The facts alleged in the attached Application are accurate to the best of my knowledge;
3. The attached Application and this Solemn Declaration are made in good faith.

AND I HAVE SIGNED



Jeff Orenstein

Solemnly affirmed before me at Montreal by technological means
this 6th day of May, 2026



Commissioner of Oaths for
the Province of Quebec



NOTICE OF PRESENTATION

TO: Me Michel Gagné
Me Samuel Lepage
Me Dorothy Charach
MCCARTHY TÉTRAULT LLP
1000 De La Gauchetière Street West, Suite MZ400
Montreal (Quebec) H3B 0A2

Attorneys for the Defendants

AND: Me Ryan Mayele
Me Jennifer Lemarquis
Me Patrice Duguay-Perreault
Palais de justice de Montréal
1, rue Notre-Dame Est, bureau 10.30
Montréal (Québec) H2Y 1B6

Fonds d'aide aux actions collectives

TAKE NOTICE that the present Application will be presentable for adjudication before the Honourable Madam Justice Catherine Piché, J.S.C. of the Superior Court, at the Palais de Justice in Montreal, located at 1 Notre-Dame St. East, Montreal (Quebec) H2Y 1B6, **on May 19, 2026 at 9h15, in room 17.09**, or as soon as the Court decides.

Montreal, May 6, 2026



CONSUMER LAW GROUP INC.

Per: Me Jeff Orenstein

Attorneys for the Representative Plaintiff

CONSUMER LAW GROUP INC.

1030 rue Berri, Suite 102
Montréal, Québec, H2L 4C3
Telephone: (514) 266-7863
Telecopier: (514) 868-9690
Email: jorenstein@clg.org

From: jorenstein@clg.org
Sent: May 7, 2026 1:11 AM
To: 'mgagne@mccarthy.ca'; 'slepage@mccarthy.ca'; 'dcharach@mccarthy.ca'; 'ryan.mayele@justice.gouv.qc.ca'; 'jennifer.lemarquis@justice.gouv.qc.ca'; 'patrice.duguay-perreault@justice.gouv.qc.ca'
Subject: Notification by Email: The Estate of the Late Diane Gagnon c. Bayer Inc. et al., C.S.M. 500-06-000732-152
Attachments: Application for Settlement Approval.pdf; Exhibit R-1 (Summary of Bayer's Position on the Merits) [Settlement Approval].pdf; Exhibit R-2 (Summary of Affidavits and Qualifications of Experts) [Settlement Approval].pdf; Exhibit R-3 (National Settlement Agreement) [Settlement Approval].pdf; Pièce R-3 (Accord de Règlement) [Settlement Approval].pdf; Exhibit R-4 (Affidavit of Richard Anderson) [Settlement Approval].pdf; Affidavit of Gil Desautels (Signed + Stamped).pdf; Affidavit of Nicole Clément (Signed + Stamped).pdf

CANADA PROVINCE OF QUEBEC DISTRICT OF MONTREAL NO: 500-06-000732-152	(Class Action) SUPERIOR COURT <hr/> THE ESTATE OF THE LATE DIANE GAGNON <i>Representative Plaintiff</i> -vs.- BAYER INC. et al. <i>Defendants</i>
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NOTIFICATION BY EMAIL – TRANSMISSION SLIP
(Articles 110 & 134 C.C.P.)

Attorneys	Office	Email
Me Michel Gagné Me Samuel Lepage Me Dorothy Charach	McCarthy Tétrault LLP (Attorneys for the Defendants)	mgagne@mccarthy.ca slepage@mccarthy.ca dcharach@mccarthy.ca
Me Ryan Mayele Me Jennifer Lemarquis Me Patrice Duguay-Perreault	Fonds d'aide aux actions collectives	ryan.mayele@justice.gouv.qc.ca jennifer.lemarquis@justice.gouv.qc.ca patrice.duguay-perreault@justice.gouv.qc.ca

DATE:	May 7, 2026
DOCUMENTS:	1. APPLICATION BY THE REPRESENTATIVE PLAINTIFF FOR APPROVAL OF: (A) THE SETTLEMENT

	<p>AGREEMENT; (B) THE SETTLEMENT APPROVAL NOTICE; (C) THE CLAIM FORM; (D) THE COMPENSATION PROTOCOL; AND (E) CLASS COUNSEL'S FEES AND DISBURSEMENTS</p> <p>2. EXHIBITS R-1 TO R-5;</p> <p>3. AFFIDAVIT OF GIL DESAUTELS</p> <p>4. AFFIDAVIT OF NICOLE CLEMENT</p>
NUMBER OF ATTACHED DOCUMENTS:	8 PDFS
SENDER:	<p>Me Jeff Orenstein CONSUMER LAW GROUP INC. 1030 rue Berri, Suite 102 Montréal, Québec, H2L 4C3 Tel: (514) 266-7863 Ext. 2 Fax: (514) 868-9690 Email: jorenstein@clg.org Attorneys for the Representative Plaintiff</p>

If you have not received all of these documents or if you have trouble with receipt thereof, please call (514) 266-7863 ext. 2

Jeff Orenstein, LL.M.
Ext. 2
Attorney • Avocat
jorenstein@clg.org | www.clg.org



MONTREAL
Consumer Law Group Inc.
1030 rue Berri, Suite 102
Montréal, Québec H2L 4C3
T: (514) 266-7863
F: (514) 868-9690

OTTAWA
Consumer Law Group P.C.
150 Elgin Street, 10th Floor
Ottawa, Ontario K2P 1L4
T: (613) 627-4894
F: (613) 627-4893

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pourrait contenir des renseignements confidentiels ou privilégiés. Si vous n'êtes pas le véritable destinataire, veuillez nous en aviser immédiatement. Merci.

N°: 500-06-000732-152

(Class Action)
SUPERIOR COURT
DISTRICT OF MONTREAL

THE ESTATE OF THE LATE DIANE GAGNON

Plaintiff

-vs.-

BAYER INC. *et al.*

Defendants

APPLICATION BY THE REPRESENTATIVE
PLAINTIFF FOR APPROVAL OF:
(A) THE SETTLEMENT AGREEMENT;
(B) THE SETTLEMENT APPROVAL NOTICE;
(C) THE CLAIM FORM;
(D) THE COMPENSATION PROTOCOL; AND
(E) CLASS COUNSEL'S FEES AND DISBURSEMENTS

ORIGINAL

Me Jeff Orenstein (Ext. 2)
CONSUMER LAW GROUP INC.
Avocats • Attorneys
1030 rue Berri, Suite 102
Montreal, Quebec, H2L 4C3
Telephone: (514) 266-7863
Télécopieur: (514) 868-9690
Email: jorenstein@clg.org

BC 4013
