CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-000788-162

SUPERIOR COURT
(Class Action)

JOAN LETARTE [redacted]

Petitioner

-vs.-

BAYER INC., legal person duly constituted, having its head office at 2920 Matheson Boulevard East, Mississauga, Ontario, L4W5R6

and

BAYER CORPORATION, legal person duly constituted, having its head office at 100 Bayer Road, Pittsburgh, Pennsylvania, 15205, U.S.A.

and

BAYER HEALTHCARE LLC, legal person duly constituted, having its head office at 1011 Mccarthy Boulevard, Milpitas, CA, 95035, U.S.A.

Respondents

APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION & TO ASCRIBE THE STATUS OF REPRESENTATIVE
(Art. 574 C.C.P. and following)

TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT, SITTING IN AND FOR THE DISTRICT OF MONTREAL, YOUR PETITIONER STATES AS FOLLOWS:

I. GENERAL PRESENTATION

1. Petitioner wishes to institute a class action on behalf of the following group, of which she is a member, namely:

   - all persons residing in Canada who were implanted with Essure (as manufactured, imported, distributed, promoted, marketed, sold, or otherwise placed into the stream of commerce in Canada by the Respondents) and their successors, assigns, family members, and dependants, or any other group to be determined by the Court;

   alternately (or as a subclass)

   - all persons residing in Quebec who were implanted with Essure (as manufactured, imported, distributed, promoted, marketed, sold, or otherwise placed into the stream of commerce in Canada by the Respondents) and their successors, assigns, family members, and dependants, or any other group to be determined by the Court;

   (the "**Class**" or the "**Group**")

The Respondents

2. The Respondent, Bayer Inc., is a corporation with offices at 77 Belfield Road, Toronto, Ontario. At all material times, Bayer Inc. was engaged in the business of designing, manufacturing, developing, preparing, processing, inspecting, testing, packaging, promoting, marketing, distributing, labelling, or selling for profit, either directly or indirectly, through an agent, affiliate, predecessor or subsidiary, Essure in Canada. The development of Essure for sale in Canada, the conduct of clinical studies, the preparation of regulatory applications, the maintenance of regulatory records, the labelling and promotional activities regarding Essure and other actions central to the allegations of this lawsuit, were undertaken by Bayer Inc. in Quebec and elsewhere. Bayer Inc. does business throughout Canada, including within the province of Quebec;

3. The Respondent, Bayer Corporation, is an Indiana corporation with offices at 100 Bayer Road, Pittsburgh, Pennsylvania, U.S.A., 15205. At all material times, Bayer Corporation was engaged in the business of designing, manufacturing, developing, preparing, processing, inspecting, testing, packaging, promoting, marketing, distributing, labelling, or selling for profit, either directly or indirectly, through an agent, affiliate, predecessor or subsidiary, Essure;

4. The Respondent, Bayer Health Care LLC, is headquartered at 1011 Mccarthy Blvd, Milpitas, CA, 95035 United States. Bayer Health Care LLC is a wholly owned subsidiary of Bayer AG. At all material times, Bayer Health Care LLC was engaged in the business of designing, manufacturing, developing,

preparing, processing, inspecting, testing, packaging, promoting, marketing, distributing, labelling, or selling for profit, either directly or indirectly, through an agent, affiliate, predecessor or subsidiary, Essure.

5. The Respondents engaged in the business of researching, developing, designing, testing, licensing, manufacturing, supplying, distributing, selling, promoting, marketing, or introducing into commerce in Quebec, and elsewhere in Canada, either directly or indirectly, through third parties or related entities, the permanent birth control product, Essure;

6. The Respondents at all material times carried on business as a partnership, joint venture or other common enterprise inextricably interwoven with each other, making each Respondent vicariously liable for the acts and omissions of the others;

7. The Petitioner, and members of the public, could not know what individual actions were taken by any of the individual Respondents because they act in concert and secretively;

8. Hereinafter, Bayer Inc., Bayer Corporation, and Bayer Health Care LLC will be collectively referred to as "Bayer" or the "Respondents";

General Facts

9. "Essure" is a permanent form of female birth control (female sterilization). The device is intended to cause bilateral occlusion (blockage) of the fallopian tubes by the insertion of micro-inserts into the fallopian tubes which then anchor and elicit tissue growth, theoretically causing the blockage;

10. Essure consists of (1) micro-inserts; (2) a disposable delivery system; and (3) a disposable split introducer. All components are intended for a single use;

11. The micro-inserts are comprised of two metal coils which are placed in a woman's fallopian tubes via Respondent's disposable delivery system and under hysteroscopic guidance, which is in essence a camera;

12. The hysteroscopic equipment needed to place Essure was manufactured by a third party, and is not a part of Essure. However, the Respondents regularly provided this equipment to physicians so they could sell Essure;

13. The coils are comprised of nickel, steel, nitinol, and PET fibers;

14. The Respondents' disposable delivery system consists of a single handle which contains a delivery wire, release catheter, and delivery catheter. The micro-inserts are attached to the delivery wire. The delivery handle controls the device, delivery, and release. Physicians are able to visualize this complicated process through the hysteroscopic equipment provided by Respondent;

15. After placement of the coils in the fallopian tubes by Respondents' disposable delivery system, the micro-inserts expand upon release and anchor into the fallopian tubes. The PET fibers in the coil allegedly elicit tissue growth blocking off the fallopian tubes;

16. The coils are intended to remain securely in place in the fallopian tubes for the life of the consumer and not to migrate.

17. After three months following the implantation of the device, patients are to receive a "Confirmation" test to determine that the micro-inserts are in the correct location and that the tissue has created a complete occlusion. This is known as a hysterosalpinogram ("HSG Test" or "Confirmation Test").

18. Regardless of the Confirmation Test, the Respondents also warrants that Essure allows for visual confirmation of each insert's proper placement during the procedure;

19. The Respondents also trained physicians on how to use its device and other hysteroscopic equipment, including Petitioner's implanting physician;

The Respondents' Negligence

20. Although Essure is marketed, packaged, promoted, advertised, distributed, labelled and/or sold as a safe and effective medical device for permanent birth control, it has the serious side effects of increased risk of urinary tract infections, perforated organs, implant migration, pelvic pain and autoimmune symptoms;

21. A reasonably prudent medical device researcher, designer, developer, manufacturer, tester, marketer, packager, promotor, advertiser, distributer, labeller and/or seller in the Respondents' position would have adequately warned both doctors and patients of the risks associated with the use of Essure;

22. There have been several reports of urinary tract infections, perforated organs, implant migration, pelvic pain and autoimmune symptoms reported associated with the use of Essure;

23. Despite a clear signal, the Respondents failed to either alert the public and the scientific and medical community or to perform further investigation into the safety of Essure;

24. The Respondents were negligent in the research, design, development, manufacture, testing, marketing, packaging, promotion, advertising, distribution, labelling and/or sale of Essure in one or more of the following respects:

    a. They knew of should have known that Essure increased the risk of the adverse side effect of urinary tract infections, perforated organs, implant migration, pelvic pain and autoimmune symptoms;

    b. They failed to ensure that Essure was not dangerous to consumers;

    c. They failed to conduct appropriate testing to determine whether and to what extent the implantation of Essure poses serious health risks, urinary tract infections, perforated organs, implant migration, pelvic

pain and autoimmune symptoms;

d. They failed to adequately test the product prior to placing it on the market;

e. They failed to adequately test Essure in a manner that would fully disclose the side effect of urinary tract infections, perforated organs, implant migration, pelvic pain and autoimmune symptoms;

f. They failed to use care in designing, developing and manufacturing their products so as to avoid posing unnecessary health risks to users of such products;

g. They failed to conduct adequate pre-clinical and clinical testing, post-marketing surveillance and follow-up studies to determine the safety of the medical device;

h. They failed to advise that the implantation of Essure could result in severe and disabling side effects, including but not limited to, urinary tract infections, perforated organs, implant migration, pelvic pain and autoimmune symptoms;

i. They failed to advise the medical and scientific communities of the potential to increase the risk of urinary tract infections, perforated organs, implant migration, pelvic pain and autoimmune symptoms;

j. They failed to provide adequate and timely warnings or sufficient indications about the increased potential health risks associated with the use of Essure;

k. They failed to provide Class Members and their physicians with adequate warnings or sufficient indications of inherent risks associated with Essure;

l. They failed to provide adequate updated and current information to class members and their physicians respecting the risks of Essure as such information became available;

m. They failed to provide prompt warnings of potential hazards of Essure in the products' monograph and in the products' labelling;

n. They failed to warn that class members and their physicians that the risks associated Essure would exceed the risks of other available permanent birth control procedures;

o. After receiving actual or constructive notice of problems Essure, they failed to issue adequate warnings, to publicize the problem and otherwise act properly and in a timely manner to alert the public, the Class Members and their physicians, of the medical device's inherent dangers;

p. They failed to establish any adequate procedures to educate their sales representatives and implanting physicians respecting the risks

associated with the medical device;

q. They falsely stated and/or implied that Essure was safe when they knew or ought to have known that this representation was false;

r. They disregarded reports of urinary tract infections, perforated organs, implant migration, pelvic pain and autoimmune symptom complications among patients;

s. They failed to accurately and promptly disclose to Health Canada information relating to urinary tract infections, perforated organs, implant migration, pelvic pain and autoimmune symptoms associated with Essure and to modify Essure product monograph and product labelling accordingly in a timely manner;

t. They failed to monitor and to initiate a timely review, evaluation and investigation of reports of urinary tract infections, perforated organs, implant migration, pelvic pain and autoimmune symptoms associated with Essure in Canada and around the world;

u. They failed to properly investigate cases of urinary tract infections, perforated organs, implant migration, pelvic pain and autoimmune symptoms caused by Essure;

v. They deprived patients of a chance for safe, effective and/or successful alternative procedures; and

w. In all circumstances of this case, they applied callous and reckless disregard for the health and safety of their consumers;

25. Despite the availability of knowledge indicating that Essure use is causally-related to urinary tract infections, perforated organs, implant migration, pelvic pain and autoimmune symptoms, Respondents not only failed to provide adequate labelling to warn Class Members of the risks associated with the use of Essure, but instead incongruously promoted and marketed Essure as a safe and effective medical device, effectively appropriating the ability of doctors and patients to make informed decisions regarding their health;

26. The Respondents ignored the association between the use of Essure and the risk of urinary tract infections, perforated organs, implant migration, pelvic pain and autoimmune symptoms;

27. Each and all of these acts and omissions, taken singularly or in combination, were a proximate cause of the injuries and damages sustained by the Petitioner and class;

28. At all pertinent times, the Respondents knew or should have known that the Essure was unreasonably dangerous and defective when put to their reasonably anticipated use;

29. As a direct and proximate result of the Respondents' negligence in one or more of the aforementioned ways, the Petitioner was implanted with Essure and that directly and proximately caused both the Petitioner and class to suffer injuries,

incur medical bills, lost wages, and conscious pain and suffering;

II. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PETITIONER

30. On or about July 29, 2012 the Petitioner was implanted with Essure by Dr. Claude Fortin at Ville LaSalle Hospital at 1811 avenue Dollard in LaSalle, Quebec;

31. The Petitioner agreed to be implanted with Essure as a form of permanent birth control and she relied on claims made by the Respondents that Essure was a safe and effective method of permanent birth control;

32. Three months after the implant, the Petitioner received the results of the confirmation test indicating that the Essure inserts were in the correct location;

33. After being implanted with Essure, the Petitioner experienced heavy bleeding and blood clots. The bleeding was so severe it impacted her ability to work. In addition, she suffers continual pain and discomfort in her pelvic region, as well as significant bloating and weight gain until today.

34. The Petitioner's symptoms are so severe that her doctors recommended a hysterectomy to remove the Essure implants (by removal of the uterus and Fallopian tubes). The Petitioner has been on a waiting list since May 2015 to have this procedure at the Charles Lemoyne Hospital with doctor Kenneth Chan.

35. At no time was the Petitioner made aware of the risks of pain, heavy bleeding, bloating or weight gain associated with taking Essure;

36. Had the Respondents properly disclosed the risks associated with Essure, the Petitioner would have avoided these risks by not being implanted with Essure and using a different form of birth control;

37. The Petitioner has recently discovered, while researching online, that several lawsuits were filed in the United States due to the defects associated with Essure and due to the Respondents' conduct related thereto;

38. As a result of the Respondents' conduct, the Petitioner suffered damages including, but not limited to physical and mental injuries, including pain, suffering, anxiety, fear, loss of quality and enjoyment of life and increase risk of health problems, and the apportioned cost of the Essure;

39. Petitioner's damages are a direct and proximate result of her being implanted with Essure, Respondent's negligence and/or lack of adequate warnings, wrongful conduct, and the unreasonably dangerous and defective characteristics of the medical device Essure;

40. In consequence of the foregoing, Petitioner is justified in claiming damages;

III. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE GROUP

41. Every member of the class has been implanted with Essure, or is the successor, family member, assign, and/or dependant of a person who was implanted with Essure;

42. The class members' damages would not have occurred, but for the acts, omissions and/or negligence of the Respondents in failing to ensure that Essure was safe to use, for failing to provide adequate warning of the unreasonable risks associated with using the medical device, for false or misleading representations and for omitting to disclose important information to Class Members and to their physicians;

43. In consequence of the foregoing, each member of the class is justified in claiming at least one or more of the following as damages:

    a. Physical and mental injuries, including pain, suffering, anxiety, fear, loss of quality and enjoyment of life and increase risk of health problems;

    b. Out-of-pocket expenses incurred or to be incurred, including those connected with hospital stays, medical treatment, life care, medications, medical monitoring services, and the diagnosis and treatment of Essure side effect services;

    c. Loss of income and loss of future income;

    d. Refund of the purchase price of Essure or alternatively, the incremental costs of Essure as paid for by the class members and/or by the Régie de l'assurance maladie du Québec, the Ontario Health Insurance Plan, and other provincial health insurers; AND

    e. Punitive damages;

44. As a direct result of the Respondents' conduct, the users' family member and dependants have, had, and/or will suffer damages and loss including;

    a. Out-of-pocket expenses, including paying or providing nursing, housekeeping and other services;

    b. Loss of income and loss of future income; AND

    c. Loss of support, guidance, care, consortium and companionship that they might reasonably have expected to receive if the injuries had not occurred;

45. All of these damages to the class members are a direct and proximate result of the use of Essure and Respondents' conduct, negligence and reckless failure to adequately disclose necessary information and the risks associated with the medical device;

IV. CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

A) The composition of the class renders the application of articles 91 or 143 C.C.P. difficult or impractical;

46. Petitioner is unaware of the specific number of persons who implanted with Essure, which information is confidential, however, it is safe to estimate that it is in the tens of thousands;

47. Class members are numerous and are scattered across the entire province and country;

48. In addition, given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the Respondents. Even if the class members themselves could afford such individual litigation, it would place an unjustifiable burden on the courts. Further, individual litigation of the factual and legal issues raised by the conduct of the Respondents would increase delay and expense to all parties and to the court system;

49. Also, a multitude of actions instituted in different jurisdictions, both territorial (different provinces) and judicial districts (same province), risks having contradictory judgments on questions of fact and law that are similar or related to all members of the class;

50. These facts demonstrate that it would be impractical, if not impossible, to contact each and every member of the class to obtain mandates and to join them in one action;

51. In these circumstances, a class action is the only appropriate procedure for all of the members of the class to effectively pursue their respective rights and have access to justice;

B) The questions of fact and law which are identical, similar, or related with respect to each of the class members with regard to the Respondents and that which the Petitioner wishes to have adjudicated upon by this class action

52. Individual questions, if any, pale by comparison to the numerous common questions that are significant to the outcome of the litigation;

53. The damages sustained by the class members flow, in each instance, from a common nucleus of operative facts, namely, Respondent's misconduct;

54. The recourses of the members raise identical, similar or related questions of fact or law, namely:

a) Does Essure cause, exacerbate or contribute to an increased risk of urinary tract infections, perforated organs, implant migration, pelvic pain and autoimmune symptoms?

b) Were the Respondents negligent and/or did they fail in their duty of safety

and/or duty to inform imposed upon them as researchers, designers, developers, manufacturers, testers, marketers, packagers, promotors, advertisers, distributers, labellers and/or sellers of Essure?

c) Was Essure researched, designed, developed, manufactured, tested, marketed, packaged, promoted, advertised, distributed, labelled, and sold with defects that increase a patient's risk of urinary tract infections, perforated organs, implant migration, pelvic pain and autoimmune symptoms?

d) Did the Respondents fail to conduct, supervise and/or monitor clinical trials for Essure?

e) Did the Respondents fail to adequately and properly test Essure before and/or after placing it on the market?

f) Did the Respondents know or should have known about the risks associated with the use of Essure?

g) Did the Respondents knowingly, recklessly or negligently breach a duty to warn class members and/or their physicians of the risks of harm from the use of Essure?

h) Did the Respondents knowingly, recklessly or negligently misrepresent to class members and/or their physicians the risks of harm from the use of Essure?

i) Did the Respondents knowingly fail to disclose and warn of Essure's defects?

j) Did the Respondents adequately and sufficiently warn the members and/or their physicians of the class about the risks associated with the use of Essure?

k) Should Essure have been implanted with more appropriate warnings?

l) Did the Respondents engage in false advertising when it represented, through advertisements, promotions and other representations, that Essure was safe or omitted to disclose material facts regarding Essure's safety?

m) Were the members of the class prejudiced by implanting Essure instead of having other permanent birth control procedures, which have similar benefits, but do not pose such an increased risk of urinary tract infections, perforated organs, implant migration, pelvic pain and autoimmune symptoms?

n) In the affirmative to any of the above questions, did Respondents conduct engage their solidary liability toward the members of the class?

o) If the responsibility of the Respondents is established, what is the nature and the extent of damages and other remedies to which the members of the class can claim from the Respondents?

p) Are members of the class entitled to bodily, moral, and material damages?

q) Are members of the class entitled to recover the medical costs incurred in the screening, diagnosis and treatment of medical conditions caused by implanting Essure?

r) Are the members of the class entitled to recover as damages an amount equal to the purchase price of Essure or any part of the purchase price?

s) Are members of the class entitled to aggravated or punitive damages?

55. The interests of justice favour that this motion be granted in accordance with its conclusions;

V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

56. The action that the Petitioner wishes to institute on behalf of the members of the class is an action in damages, injunctive relief, and declaratory judgment;

57. The conclusions that the Petitioner wishes to introduce by way of a motion to institute proceedings are:

GRANT the class action of the Petitioner and each of the members of the class;

DECLARE that the Respondents failed to provide adequate warnings with regard to the dangerous side effects of Essure;

RESERVE the right of each of the members of the class to claim future damages related to the use of Essure;

DECLARE the Respondents solidarily liable for the damages suffered by the Petitioner and each of the members of the Class;

CONDEMN the Respondents to pay to each member of the class a sum to be determined in compensation of the damages suffered, and ORDER collective recovery of these sums;

CONDEMN the Respondents to pay to each of the members of the class, punitive damages, and ORDER collective recovery of these sums;

CONDEMN the Respondents to pay interest and additional indemnity on the above sums according to law from the date of service of the motion to authorize a class action;

ORDER the Respondents to deposit in the office of this court the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Respondents to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable court shall determine and that is in the interest of the members of the class;

A) The Petitioner requests that she be attributed the status of representative of the Class

58. Petitioner is a member of the class;

59. Petitioner is ready and available to manage and direct the present action in the interest of the members of the class that she wish to represent and is determined to lead the present dossier until a final resolution of the matter, the whole for the benefit of the class, as well as, to dedicate the time necessary for the present action before the Courts of Quebec and the *Fonds d'aide aux recours collectifs*, as the case may be, and to collaborate with her attorneys;

60. Petitioner has the capacity and interest to fairly and adequately protect and represent the interest of the members of the class;

61. Petitioner has given the mandate to her attorneys to obtain all relevant information with respect to the present action and intends to keep informed of all developments;

62. Petitioner, with the assistance of her attorneys, is ready and available to dedicate the time necessary for this action and to collaborate with other members of the class and to keep them informed;

63. Petitioner has given instructions to her attorneys to put information about this class action on its website and to collect the coordinates of those class members that wish to be kept informed and participate in any resolution of the present matter, the whole as will be shown at the hearing;

64. Petitioner is in good faith and has instituted this action for the sole goal of having her rights, as well as the rights of other class members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of the Respondents' conduct;

65. Petitioner understands the nature of the action;

66. Petitioner's interests are not antagonistic to those of other members of the class;

B) The Petitioner suggests that this class action be exercised before the Superior Court of Justice in the district of Montreal for the following reasons:

67. A great number of the members of the class reside in the judicial district of Montreal and in the appeal district of Montreal;

68. The Petitioner's attorneys practice their profession in the judicial district of Montreal;

69. The present motion is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present motion;

AUTHORIZE the bringing of a class action in the form of a motion to institute proceedings in damages, injunctive relief, and declaratory relief;

ASCRIBE the Petitioner the status of representative of the persons included in the class herein described as:

- all persons residing in Canada who have implanted with Essure, and their successors, assigns, family members, and dependants, or any other group to be determined by the Court;

Alternately (or as a subclass)

- all persons residing in Quebec who have implanted with Essure, and their successors, assigns, family members, and dependants, or any other group to be determined by the Court;

IDENTIFY the principle questions of fact and law to be treated collectively as the following:

a) Does Essure cause, exacerbate or contribute to an increased risk of urinary tract infections, perforated organs, implant migration, pelvic pain and autoimmune symptoms?

b) Were the Respondents negligent and/or did they fail in their duty of safety and/or duty to inform imposed upon them as researchers, designers, developers, manufacturers, testers, marketers, packagers, promotors, advertisers, distributers, labellers and/or sellers of Essure?

c) Was Essure researched, designed, developed, manufactured, tested, marketed, packaged, promoted, advertised, distributed, labelled, and sold with defects that increase a patient's risk of urinary tract infections, perforated organs, implant migration, pelvic pain and autoimmune symptoms?

d) Did the Respondents fail to conduct, supervise and/or monitor clinical trials for Essure?

e) Did the Respondents fail to adequately and properly test Essure before and/or after placing it on the market?

f) Did the Respondents know or should have known about the risks associated with the use of Essure?

g) Did the Respondents knowingly, recklessly or negligently breach a duty to warn class members and/or their physicians of the risks of harm from the use of Essure?

h) Did the Respondents knowingly, recklessly or negligently misrepresent to class members and/or their physicians the risks of harm from the use of Essure?

i) Did the Respondents knowingly fail to disclose and warn of Essure's defects?

j) Did the Respondents adequately and sufficiently warn the members and/or their physicians of the class about the risks associated with the use of Essure?

k) Should Essure have been sold with more appropriate warnings?

l) Did the Respondents engage in false advertising when it represented, through advertisements, promotions and other representations, that Essure was safe or omitted to disclose material facts regarding Essure's safety?

m) Were the members of the class prejudiced by implanting Essure instead of having other permanent birth control procedures, which have similar benefits, but do not pose such an increased risk of urinary tract infections, perforated organs, implant migration, pelvic pain and autoimmune symptoms?

n) In the affirmative to any of the above questions, did Respondents conduct engage their solidary liability toward the members of the class?

o) If the responsibility of the Respondents is established, what is the nature and the extent of damages and other remedies to which the members of the class can claim from the Respondents?

p) Are members of the class entitled to bodily, moral, and material damages?

q) Are members of the class entitled to recover the medical costs incurred in the screening, diagnosis and treatment of medical conditions caused by implanting Essure?

r) Are the members of the class entitled to recover as damages an amount equal to the purchase price of Essure or any part of the purchase price?

s) Are members of the class entitled to aggravated or punitive damages?

IDENTIFY the conclusions sought by the class action to be instituted as being the following:

GRANT the class action of the Petitioner and each of the members of the class;

DECLARE that the Respondents failed to provide adequate warnings with

regard to the dangerous side effects of Essure;

RESERVE the right of each of the members of the class to claim future damages related to the use of Essure;

DECLARE the Respondents solidarily liable for the damages suffered by the Petitioner and each of the members of the class;

CONDEMN the Respondents to pay to each member of the class a sum to be determined in compensation of the damages suffered, and ORDER collective recovery of these sums;

CONDEMN the Respondents to pay to each of the members of the class, punitive damages, and ORDER collective recovery of these sums;

CONDEMN the Respondents to pay interest and additional indemnity on the above sums according to law from the date of service of the motion to authorize a class action;

ORDER the Respondents to deposit in the office of this court the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Respondents to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable court shall determine and that is in the interest of the members of the class;

DECLARE that all members of the class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;

FIX the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;

ORDER the publication of a notice to the members of the group in accordance with article 579 C.C.P. within sixty (60) days from the judgment to be rendered herein in LA PRESSE and the NATIONAL POST;

ORDER that said notice be available on the Respondents' websites, Facebook page(s), and twitter accounts with a link stating "Notice to all women implanted with Essure";

RENDER any other order that this Honourable court shall determine and that is in the interest of the members of the class;

THE WHOLE with costs, including all publications fees.

Montreal, April 15, 2016

Merchant Law Group LLP

Merchant Law Group LLP
Attorneys for the Petitioner

SUMMONS

(Articles 145 and following C.C.P.)

Filing of a Judicial Application

Take notice that the Applicant has filed this Application to Authorize the Bringing of a Class Action and to Ascribe the Status of Representative in the office of the Superior Court of Quebec in the judicial district of Montreal.

Respondents' Answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1 Rue Notre-Dame Street Est, Montréal, Québec, H2Y 1B6, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Applicant's lawyer or, if the Applicant is not represented, to the Applicant.

Failure to Answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgement may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of Answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the Applicant in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating Application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the Applicant.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of Application to Small Claims Division

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the Application be processed according to those rules. If you make this request, the plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

Montreal, May 27, 2016

Merchant Law Group LLP

Merchant Law Group LLP
10 rue Notre Dame Est, suite 200
Montréal (Québec) H2Y 1B7
Phone : 514-842-7776
Fax : 514-842-6687
Notifications : dchung@merchantlaw.com
Attorneys for the Applicant

NOTICE OF PRESENTATION
(Articles 146 and 574 al.2 C.P.C.)

TO: **BAYER INC.**,
2920 Matheson Boulevard East,
Mississauga, Ontario
L4W5R6
Canada

-and-

BAYER CORPORATION,
100 Bayer Road,
Pittsburgh, Pennsylvania
15205
U.S.A.

-and-

BAYER HEALTHCARE LLC,
1011 Mccarthy Boulevard,
Milpitas, California
95035
U.S.A.

TAKE NOTICE that the present Application to Authorize the Bringing of a Class Action and to Ascribe the Status of Representative will be presented before one of the Honourable Judges of the Superior Court of Québec, at the Montreal courthouse, located at 1, rue Notre-Dame Est, in the city and District of Montréal, on the date set by the coordinator of the class actions chamber.

PLEASE ACT ACCORDINGLY.

Montreal, May 27, 2016

Merchant Law Group LLP

Merchant Law Group LLP
Attorneys for the Applicant

500-06-000788-162

Nº.:

SUPERIOR COURT
DISTRICT OF MONTREAL

JOAN LETARTE

Petitioner

vs

BAYER INC.,

And

BAYER CORPORATION,

And

BAYER HEALTHCARE LLC,

Respondents

APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION AND TO ASCRIBE THE STATUS OF REPRESENTATIVE
(Art. 574 C.C.P. and following)

ORIGINAL

Me Roch Dupont
MERCHANT LAW GROUP LLP
10, rue Notre-Dame Est, Suite 200
Montreal, Quebec H2Y 1B7
Telephone: (514) 842-7776
Telecopier: (514) 842-6687

BC 3841