

**SUPERIOR COURT**  
(Class Action)

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

N°: 500-06-000834-164

DATE: October 26, 2018

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**PRESIDING : THE HONOURABLE PIERRE-C. GAGNON, J.S.C.**

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**ROBERT LANDRY**  
Plaintiff

vs

**CONCORDIA INTERNATIONAL CORP.**

and

**MARK THOMPSON**

and

**ADRIAN DE SALDANHA**

Defendants

and

**FONDS D'AIDE AUX ACTIONS COLLECTIVES**

Mise en cause

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**ORDER AUTHORIZING A CLASS  
ACTION FOR SETTLEMENT  
PURPOSES AND APPROVING THE  
SETTLEMENT AGREEMENT,  
CLASS COUNSEL FEES AND  
OTHER RELIEF  
(Art. 574, 575, 590, 593 and  
594 CCP)**

**JUGEMENT D'AUTORISATION  
D'UNE ACTION COLLECTIVE POUR  
FINS DE RÈGLEMENT ET  
D'APPROBATION DE LA  
CONVENTION DE RÈGLEMENT,  
DES HONORAIRES DES AVOCATS  
DU DEMANDEUR ET AUTRES  
MESURES  
Art. 574, 575, 590, 593 and  
594 C.P.C.)**

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[1] **CONSIDERING** that on December 22, 2016, a *Motion for Authorization of a Class Action and for Authorization to Bring an Action*

[1] **CONSIDÉRANT** que le 22 décembre 2016, une *Motion for Authorization of a Class Action and for Authorization to Bring an Action Pursuant*

Pursuant to Section 225.4 of the Quebec Securities Act was filed by the Plaintiff ("Quebec Class Action");

[2] **CONSIDERING** that after subsequent amendments, the *Re-Re-Amended Motion for Authorization of a Class Action and for Authorization to Bring an Action Pursuant to Section 225.4 of the Quebec Securities Act* was filed on August 9, 2018 ("*Re-Re-Amended Motion for Authorization*");

[3] **CONSIDERING** that parallel proceedings were commenced before the Ontario Superior Court of Justice (Cour file No. CV-17-584809-00CP) ("Ontario Class Action") for a worldwide class of investors, excluding Class Members from the Quebec Class Action and excluding class members who bought Concordia securities in the United States;

[4] **CONSIDERING** the Quebec and Ontario Class Actions are subject to a settlement by all parties, as appears from the attached **Schedule "A"** (excluding its own schedules);

[5] **CONSIDERING** that a consortium of law firms was formed for the prosecution of the putative class actions ("Class Counsel");

[6] **CONSIDERING** that negotiations between Class Counsel and the Defendants were extensive, conducted in good faith and at arm's length;

[7] **CONSIDERING** that the legal issues in the *Re-Re-Amended Motion for Authorization* are the subject of a settlement by all parties, including those involved in the Ontario Class Action;

to Section 225.4 of the Quebec Securities Act a été intentée par le demandeur ( « Action Collective Québécoise » );

[2] **CONSIDÉRANT** qu'après plusieurs modifications, la *Re-Re-Amended Motion for Authorization of a Class Action and for Authorization to Bring an Action Pursuant to Section 225.4 of the Quebec Securities Act* a été déposée au dossier le 9 août 2018 ( « *Requête Ré-Ré-Amendée* » );

[3] **CONSIDÉRANT** qu'une action collective parallèle a été intentée devant la Cour supérieure de l'Ontario (dossier no. CV-17-584809-00CP) ( « Action Collective Ontarienne » ) au nom d'un groupe mondial d'investisseurs ayant acheté des titres de Concordia International Corp., à l'exclusion des membres de l'Action Collective Québécoise ainsi que des membres ayant acheté les titres de Concordia International Corp. aux États-Unis;

[4] **CONSIDÉRANT** que l'Action Collective Québécoise et Ontarienne font l'objet d'une transaction exécutée par toutes les parties ( « Convention de règlement » ), jointe en **Annexe "A"** (sans ses propres annexes);

[5] **CONSIDÉRANT** qu'un consortium de firmes d'avocats a été formé afin de mener les actions collectives proposées ( « Avocats du Groupe » );

[6] **CONSIDÉRANT** que les négociations entre les Avocats du Groupe et les défendeurs furent élaborées et menées de bonne foi et à distance;

[7] **CONSIDÉRANT** que les questions de droit identifiées dans la *Requête Ré-Ré-Amendée* font l'objet de la transaction entre les parties, incluant celles impliquées dans l'Action Collective Ontarienne;

[8] **CONSIDERING** that, for settlement purposes only, the Defendants consent to the authorization to institute a class action pursuant to the *Code of Civil Procedure*, for misrepresentations;

[9] **CONSIDERING** the terms of the Settlement Agreement;

[10] **CONSIDERING** the terms of the Plan of Notice as well as the content of the French and English Notices of Settlement Approval ("Second Notice"), as appears from the attached **Schedule "B"** en liasse;

[11] **CONSIDERING** that there were no objections to the proposed settlement;

[12] **CONSIDERING** that Trilogy Class Action Services consents to acting as the Administrator;

[13] **CONSIDERING** that Gregory D. Wrigglesworth of Kirwin Partners LLP consents to being appointed Referee;

[14] **CONSIDERING** the Defendants' consent to the Plaintiff's *Motion to Authorize a Class Action, Approve a Settlement Agreement, Fix the Opt-Out Period and Claims Bar Deadline and for Other Relief*;

[15] **CONSIDERING** the Order of October 2<sup>nd</sup>, 2018 and Endorsement of October 5<sup>th</sup>, 2018, of Justice Morawetz R.S.J. certifying the Ontario Class Action and declaring the settlement fair and reasonable;

[16] **NOTWITHSTANDING** any language to the contrary in the Settlement Agreement, the parties acknowledge and agree that the Quebec Superior Court has and shall

[8] **CONSIDÉRANT** qu'uniquement pour les fins de la transaction, les défendeurs consentent à l'autorisation d'intenter une action collective en vertu du *Code de procédure civile*, pour des représentations fausses et trompeuses;

[9] **CONSIDÉRANT** les dispositions de la Convention de règlement;

[10] **CONSIDÉRANT** les dispositions du Plan de publication des avis ainsi que du contenu des Avis de règlement en français et en anglais ( « Second Avis » ), tel qu'il appert de l'**Annexe "B"** en liasse;

[11] **CONSIDÉRANT** qu'aucune objection à la transaction n'a été formulée;

[12] **CONSIDÉRANT** que Trilogy Class Action Services consent à agir à titre d'Administrateur des réclamations;

[13] **CONSIDÉRANT** que Gregory D. Wrigglesworth de Kirwin Partners LLP consent à agir à titre d'Arbitre;

[14] **CONSIDÉRANT** que les défendeurs consentent à la *Motion to Authorize a Class Action, Approve a Settlement Agreement, Fix the Opt-Out Period and Claims Bar Deadline and for Other Relief* déposée par le demandeur;

[15] **CONSIDÉRANT** l'ordonnance datée du 2 octobre 2018, et le jugement du 5 octobre, 2018, du juge Morawetz J.S.R. qui autorisent l'Action Collective Ontarienne et déclarent la transaction équitable et raisonnable quant à cette action collective;

[16] **CONSIDÉRANT** que, malgré tout langage contraire dans la Convention de règlement, les parties reconnaissent et consentent à ce que la Cour supérieure du Québec ait et conserve compétence pour

retain jurisdiction to deal with any issue that may arise with respect to the implementation, administration, interpretation and enforcement of the terms of the Settlement Agreement;

[17] **CONSIDERING** that even if in principle the opt-out notice must be drafted as simply as possible so as not to hinder a member wishing to opt-out<sup>1</sup>, in this instance the efficient implementation of the Settlement Agreement requires to validate the number of shares owned by every member who decides to opt-out, which explains the more extensive text of the Opt-Out Form;

[18] **CONSIDERING** that the Superior Court of Québec must retain full jurisdiction regarding the execution of its judgments, more particularly those approving a settlement agreement in the context of a class action instituted in Québec;

[19] **CONSIDERING** furthermore that the Superior Court of Québec wishes to collaborate with the Superior Court of Justice of Ontario, in particular because of the latter's expertise regarding the restructuring of Concordia International Corp.;

[20] **CONSIDERING** that article 593 of the *Civil Code of Procedure* limits the amount that may be awarded to the class representative<sup>2</sup>, but that the Court acknowledges the efforts of Mr. Landry in this matter;

[21] **FOR THESE REASONS, THE COURT:**

traiter de toutes questions reliées à l'exécution, l'administration, l'interprétation et la mise en oeuvre des dispositions de la Convention de règlement;

[17] **CONSIDÉRANT** que, même si en principe l'avis d'exclusion doit être rédigé le plus simplement possible pour ne pas entraver le membre qui désire s'exclure<sup>1</sup>, en l'espèce l'exécution efficace de la Convention de règlement requiert de valider le nombre d'actions détenu par chaque membre qui choisit de s'exclure, d'où la formulation plus détaillée du Formulaire d'exclusion;

[18] **CONSIDÉRANT** que la Cour supérieure du Québec doit préserver pleine compétence sur l'exécution de ses jugements, particulièrement ceux approuvant une transaction dans le cadre d'une action collective instituée au Québec;

[19] **CONSIDÉRANT** par ailleurs que la Cour supérieure du Québec entend collaborer avec la Cour supérieure de justice de l'Ontario, particulièrement en raison de l'expertise de cette dernière concernant la restructuration des affaires de Concordia International Corp.

[20] **CONSIDÉRANT** que l'article 593 du *Code de procédure civile* restreint l'indemnité qui peut être versée au représentant du groupe dans les présentes circonstances<sup>2</sup>, mais que la Cour reconnaît les efforts déployés par M. Landry dans le présent dossier;

[21] **POUR CES MOTIFS, LE TRIBUNAL :**

<sup>1</sup> McCARTHY, TETRAULT, *Defendant Class Actions in Canada*, 3rd ed., Toronto, 2011, p. 254-255.

<sup>2</sup> *Muraton c. Toyota Canada inc.*, 2018 QCCS 4235.

[22] **GRANTS** the Plaintiff's *Motion to Authorize a Class Action, Approve a Settlement Agreement, Fix the Opt-Out Period and Claims Bar Deadline and for Other Relief*;

[23] **AUTHORIZES** the Quebec Class Action for misrepresentations, for the sole purpose of settlement;

[24] **DISMISSES** the claim advanced under s. 225.4 of the *Securities Act*, CQLR c V-1.1;

[25] **ASCRIBES** the Plaintiff the status of representative plaintiff of the persons included in Class herein ("Class Members"):

"All Quebec-based persons and entities who acquired Concordia International Corp. securities, that are or were listed for trading on the TSX or on alternative trading platforms in Canada, during the period from November 12, 2015 to August 11, 2016, and held all or some of these securities at the close of trading on August 11, 2016";

[26] **IDENTIFIES** the question of fact and law to be treated collectively as:

"Did the Defendants make misrepresentations and omissions of material facts in their public filings and statements regarding its business practices?"

[22] **ACCUEILLE** la *Motion to Authorize a Class Action, Approve a Settlement Agreement, Fix the Opt-Out Period and Claims Bar Deadline and for Other Relief*;

[23] **AUTORISE** l'Action Collective Québécoise pour représentations fausses et trompeuses, uniquement pour fins de la transaction;

[24] **REJETTE** la demande en vertu de l'article 225.4 de la *Loi sur les valeurs mobilières*, RLRQ, c. V-1.1;

[25] **ATTRIBUE** au demandeur le statut de représentant du groupe décrit comme suit ( « Membres du Groupe » ):

« Toutes personnes et entités résidant au Québec qui ont acheté des titres de Concordia International Corp. qui sont ou qui étaient inscrits à la TSX ou sur une plateforme de négociation alternative au Canada durant la période s'étalant du 12 novembre 2015 au 11 août 2016 et qui détenaient la totalité ou une portion de ces titres à la fermeture des marchés boursiers le 11 août 2016 » ;

[26] **IDENTIFIE** les questions de droit et de fait à être traitées collectivement comme suit :

« Est-ce que les défendeurs ont fait des représentations fausses et trompeuses à l'égard de faits importants dans leurs documents et déclarations publiques en lien avec leurs pratiques commerciales? »

[27] **DECLARES** that the Settlement Agreement is fair, reasonable and in the best interest of the Class Members;

[28] **APPROVES** the Settlement Agreement, attached as **Schedule "A"** without schedules to the present Order, pursuant to article 590 of the *Civil Code of Procedure* and **ORDERS** that it shall be implemented in accordance with its terms;

[29] **ORDERS** that an unofficial French version of the Settlement be published on Class Counsel's website within fourteen (14) business days of the issuance of this Order and that the translation will be paid for as a disbursement from the Settlement Fund;

[30] **DECLARES** that for the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order;

[31] **APPROVES:**

- i) the French and English Second Notices, in the form attached as **Schedule "B"** en liasse;
- ii) the Plan of Notice, in the form attached as **Schedule "C"**;
- iii) the Plan of Allocation, in the form attached as **Schedule "D"**;
- iv) the French and English Opt-Out Form, in the form attached as **Schedule "E"** en liasse; and

[27] **DÉCLARE** que la Convention de règlement est équitable et raisonnable et qu'elle correspond au meilleur intérêt des Membres du Groupe;

[28] **APPROUVE** la Convention de règlement, jointe en **Annexe "A"** sans ses annexes, en vertu de l'article 590 du *Code de procédure civile* et **ORDONNE** que la Convention soit exécutée conformément à ses dispositions;

[29] **ORDONNE** qu'une version non-officielle de la Convention de règlement soit publiée en français sur le site internet des Avocats du Groupe dans les quatorze (14) jours ouvrables suivant la date du présent jugement; les frais liés à la traduction étant payés à titre de débours à même le montant du règlement;

[30] **DÉCLARE** que pour les fins de ce jugement, les définitions établies dans la Convention de règlement font partie intégrante du jugement, sauf dans la mesure où elles sont modifiées par le présent jugement;

[31] **APPROUVE:**

- i) le Second Avis en français et en anglais, joint en **Annexe "B"** en liasse;
- ii) le Plan de publication des avis, joint en **Annexe "C"**;
- iii) le Plan de répartition, joint en **Annexe "D"**;
- iv) le Formulaire d'exclusion en français et en anglais, joint en **Annexe "E"** en liasse; et

- v) the French and English Claim Form, in the form attached as **Schedule "F"** en liasse;

- v) le Formulaire de réclamation en français et en anglais, joint en **Annexe "F"** en liasse;

[32] **APPOINTS** Trilogy Class Action Services as Administrator pursuant to the terms and conditions and with the powers, duties and responsibilities set out in the Settlement Agreement and the Plan of Allocation, until further order of the Court;

[32] **NOMME** Trilogy Class Action Services, pour agir comme Administrateur des réclamations conformément aux dispositions ainsi qu'aux pouvoirs, obligations et responsabilités établis par la Convention de règlement et le Plan de répartition, jusqu'à jugement ultérieur de la Cour;

[33] **ORDERS** the Administrator to manage the Escrow Account and to hold, invest and disburse the Escrow Settlement Amount in accordance with the terms of the Settlement Agreement, the Plan of Allocation and this Order;

[33] **ORDONNE** à l'Administrateur de gérer le compte en fidéicomis et de détenir, investir et verser le montant du règlement détenu en fidéicomis conformément aux dispositions de la Convention de règlement, du Plan de répartition et de ce jugement;

[34] **DECLARES** that if Concordia International Corp. does not elect to terminate the Settlement Agreement, the Administrator shall be paid a fee from the Escrow Account in an amount to the approved by this Court;

[34] **DÉCLARE** que si Concordia International Corp. choisit de ne pas résilier la Convention de règlement, l'Administrateur doit recevoir un honoraire approuvé par la Cour, à même le compte en fidéicomis;

[35] **DECLARES** that if the Settlement Agreement is terminated, the Administrator may apply to this Court, pursuant to the Settlement Agreement, for directions relating to the amount to be paid as its fee for the services rendered up to the date of termination;

[35] **DÉCLARE** que si la Convention de règlement est résiliée, l'Administrateur peut présenter une demande à cette Cour, conformément à la Convention de règlement, pour instructions concernant sa rémunération en fonction des services rendus jusqu'à la résiliation;

[36] **AUTHORIZES** the Administrator to implement a procedure permitting brokers to make claims on behalf of their clients if they are authorized to do so;

[36] **AUTORISE** l'Administrateur à mettre en oeuvre une procédure permettant aux courtiers de déposer des réclamations au nom de leurs clients lorsqu'autorisés par ceux-ci;

[37] **APPOINTS** Gregory D. Wriggelsworth as Referee, until further order of the Court, pursuant to the terms and conditions and with the powers, duties and responsibilities set out in the Settlement Agreement and Plan of Allocation;

[37] **NOMME** Gregory D. Wriggelsworth pour agir en tant qu'Arbitre conformément aux dispositions ainsi qu'aux pouvoirs, obligations et responsabilités établis par la Convention de règlement et le Plan de répartition, jusqu'à jugement ultérieur de la Cour;

[38] **ORDERS** Class Counsel to give notice of the authorization of the Quebec Class Action and of the approval of the Settlement Agreement, Plan of Allocation, Opt-Out Deadline and Claims Bar Deadline substantially in the form of the Second Notice published and disseminated in accordance with the Plan of Notice;

[39] **DECLARES** that the Second Notice to the Quebec Class Members satisfies the requirements of article 590 *Code of Civil Procedure*;

[40] **ORDERS** that after the publication and dissemination of the Second Notice, Class Counsel shall file an affidavit with the Court confirming the publication and dissemination of the notices in accordance with and as required by the Plan of Notice;

[41] **ORDERS** that each Member of the Quebec Class Action who wishes to opt-out of the Class Action must submit in English or in French, by mail, email or courier, a duly completed Opt-Out Form, attached as **Schedule "E"** en liasse, with all required supporting documentation to Gregory D. Wriggelsworth as well as to the clerk of the Superior Court of Quebec by or before the Opt-Out Deadline;

[42] **ORDERS** the Opt-Out Deadline shall be the date specified in the Second Notice, which shall be at least 45 days after the Second Notice is published;

[43] **ORDERS** that the Opt-Out Deadline shall not be extended unless ordered by the Court;

[44] **ORDERS** that if a Class Member fails to submit a duly completed Opt-Out Form and/or all required supporting

[38] **ORDONNE** aux Avocats du Groupe d'aviser les Membres du Groupe de l'autorisation de l'Action Collective Québécoise et de l'approbation de la Convention de règlement, du Plan de répartition et du délai pour déposer le Formulaire d'exclusion et le Formulaire de réclamation, essentiellement sous la forme du Second Avis publié et diffusé conformément au Plan de publication des avis;

[39] **DÉCLARE** que le Second Avis satisfait aux exigences de l'article 590 du *Code de procédure civile*;

[40] **ORDONNE** que suivant publication et diffusion du Second Avis, les Avocats du Groupe déposent un affidavit au dossier confirmant la publication et la diffusion des avis conformément à, et tel que requis par, le Plan de publication des avis;

[41] **ORDONNE** que chaque membre de l'Action Collective Québécoise qui désire s'exclure de la Convention de règlement soumette, en français ou en anglais, par courrier, courriel ou messagerie, le Formulaire d'exclusion dûment complété, joint en **Annexe "E"** en liasse, avec la documentation à l'appui, à Gregory D. Wriggelsworth ainsi qu'au greffier de la Cour supérieure du Québec, d'ici la date limite d'exclusion;

[42] **ORDONNE** que la date limite d'exclusion sera celle spécifiée dans le Second Avis et surviendra au moins 45 jours après sa dernière publication;

[43] **ORDONNE** que la date limite d'exclusion ne sera pas prolongée, sauf par jugement ultérieur de la Cour;

[44] **ORDONNE** que si un Membre du Groupe fait défaut de soumettre un formulaire d'exclusion dûment complété



documentation, the Class Member shall be deemed not to have opted out of the Quebec Class Action, subject to any further order of the Court;

[45] **ORDERS** that, within five (5) days of the Opt-Out Deadline, Gregory D. Wrigglesworth report to the Court, Counsel and the Defendants as to the name of Class Members who opted-out, if any, the number of Eligible Shares held by each Class Member who opted out, a summary of the information delivered by each Opt-Out Party and the total number of Eligible Shares held by the Opt-Out Parties;

[46] **DECLARES** that if the Opt-Out threshold is exceeded, Concordia International Corp. may elect to terminate the Settlement Agreement and apply to set this Order aside, provided that written notice of the election to terminate is provided to Counsel within twenty (20) days after receiving Gregory D. Wrigglesworth's report on Opt-Out Parties;

[47] **DECLARES** that all provisions of the Settlement Agreement (including Recitals and Definitions) form part of this Order and are binding upon the parties and Class Members who do not opt-out in accordance with this Order;

[48] **DECLARES** that in the event of a conflict between the Settlement Agreement and this Order, the latter prevails;

[49] **ORDERS** that to participate in the settlement, Class Members must file a Claim Form, attached as **Schedule "F"** en liasse, with the Administrator on or before the Claims Bar Deadline,

et/ou la documentation à l'appui avant la date limite d'exclusion, le membre sera réputé ne pas s'être exclu de l'Action Collective Québécoise, sous réserve de tout jugement ultérieur de la Cour;

[45] **ORDONNE** que dans un délai de cinq (5) jours suivant la date limite d'exclusion, Gregory D. Wrigglesworth informe la Cour, les Avocats du Groupe et les défendeurs du nom des membres qui se sont exclus de l'Action Collective Québécoise, le cas échéant, d'un résumé de l'information transmise par chaque membre exclu et le nombre total d'actions éligibles détenus par les membres exclus;

[46] **DÉCLARE** que si le seuil d'exclusion est dépassé, Concordia International Corp. peut résilier la Convention de règlement, ce qui entraînera l'annulation du présent jugement, à la condition qu'un avis écrit informant les Avocats du Groupe de la résiliation de la Convention leur soit transmis dans les vingt (20) jours suite à la réception du rapport de Gregory D. Wrigglesworth concernant les membres exclus;

[47] **DÉCLARE** que toutes les clauses de la Convention de règlement (incluant le préambule et les définitions) font partie intégrante de ce jugement et lient les Membres du Groupe qui ne se sont pas exclus de l'Action Collective Québécoise conformément aux modalités du présent jugement;

[48] **DÉCLARE** que dans l'éventualité d'une contradiction entre la Convention de règlement et le présent jugement, celui-ci prévaut;

[49] **ORDONNE** que pour participer à la transaction, les Membres du Groupe doivent soumettre un formulaire de réclamation, joint en **Annexe "F"** en liasse, dûment complété, à l'Administra-

unless otherwise ordered by the Court;

[50] **FIXES** the Claims Bar Deadline to at least 120 days after the date on which the Second Notice is last published;

[51] **ORDERS and DECLARES** that, consistent with the Settlement Agreement, each Releasor has released and shall be conclusively deemed to have fully, finally and forever released the Releasees from any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever and wherever incurred, and rights and liabilities of any nature whatsoever, including interest, costs, expenses, administration expenses, penalties, Class Counsel Fees and lawyers' fees, known or unknown, suspected or unsuspected, in law, under statute or in equity or at common law, that the Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have as against the Releasees relating in any way to the purchase, sale, retention, pricing, marketing or distributing of Shares, or to any conduct alleged, or that could have been alleged, in the Class Actions, including, without limitation, any such claims that have been asserted, would have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of or in any connection with the purchase, retention or sale, or lack of purchase or sale of Shares in the Class Period;

[52] **ORDERS** that the Releasors and Class Counsel shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any

teur d'ici la date limite de réclamation, sauf sur jugement ultérieur de la Cour;

[50] **FIXE** la date limite de réclamation à au moins 120 jours après la date de la dernière publication du Second Avis;

[51] **ORDONNE et DÉCLARE** que, conformément avec la Convention de règlement, chaque Délaissant a libéré et est réputé avoir totalement, finalement et pour toujours libéré les Délaissataires de toute réclamation, demande, action, recours et droit d'action, qu'il soit collectif, individuel ou en nature, personnel ou subrogé, de tout dommage peu importe le lieu et le moment où ils sont encourus, de tout droit et obligation de quelque nature que ce soit, incluant les intérêts, coûts, dépenses, dépenses administratives, pénalités, honoraires des Avocats du Groupe et honoraires d'avocats, connus ou inconnus, présumés ou insoupçonnés, en droit, en vertu d'une loi, en *equity* ou de la common law, que les Délaissants, ou l'un d'entre eux, directement, indirectement, de façon dérivée, ou sous toute autre capacité, ont déjà eu, ont ou ultérieurement peuvent, doivent ou peuvent avoir contre les Délaissataires en lien avec l'acquisition, la vente, la rétention, la tarification, la commercialisation ou la distribution des actions, ou de tout comportement allégué ou qui aurait pu être allégué dans les actions collectives, incluant mais sans être limité à toutes réclamations qui ont été énoncées, auraient été énoncées ou auraient pu être énoncées, au Canada ou ailleurs, à la suite de ou en relation avec l'acquisition, la rétention, la vente ou l'absence d'acquisition ou de vente, des actions durant la période;

[52] **ORDONNE** que les Délaissants et les Avocats du Groupe ne puissent, maintenant ou ultérieurement, tenter, continuer, maintenir ou revendiquer, soit directement ou indirectement, au Canada ou ailleurs, en leur propre nom ou au nom

class or any other person, including on behalf of an Opt-Out Party, any action, suit, cause of action, claim or demand against any Releasee or any other person (including but not limited to auditors) who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto;

[53] **ORDERS** that the Parties, Contributing Parties, Class Counsel, Administrator and Referee may apply to the Court for directions in respect of the implementation and/or administration of the Plan of Allocation or relating to any other matter;

[54] **ORDERS** that the Parties, Contributing Parties, Class Counsel, Administrator and Referee may apply to the Court for directions in respect of the termination of the Settlement Agreement in accordance with its terms or any matter relating thereto;

[55] **ORDERS** that the Quebec Superior Court shall retain jurisdiction to deal with any issue that may arise with respect to the implementation of the Settlement Agreement for Quebec Class Members;

[56] **ORDERS** that in the interests of comity and efficiency, any motion to deal with any issue relating to the implementation, administration, interpretation and enforcement of the terms of the Settlement Agreement that affects class members in both the Ontario Class Action and the Quebec Class Action shall be brought before both the Ontario Superior Court of Justice and the Quebec Superior Court, and unless otherwise agreed by the parties to both the Ontario Class Action and the Quebec Class Action, the parties to the Quebec Class Action will seek adjournment of the hearing in this Court

d'un groupe ou d'une autre personne, incluant au nom d'un membre exclu, toute action, réclamation, droit d'action, recours ou demande contre les Délaissataires ou toute autre personne (incluant, mais sans se limiter aux vérificateurs) qui peut revendiquer une contribution ou une indemnité de la part d'un des Délaissataires en lien avec les réclamations qui font l'objet de quittance ou toute affaire reliée à celles-ci;

[53] **ORDONNE** que les Parties, Parties contributives, Avocats du Groupe, Administrateur et Arbitre puissent présenter une demande devant cette Cour pour instructions quant à l'exécution et/ou l'administration du Plan de répartition ou pour toute autre question;

[54] **ORDONNE** que les Parties, Parties contributives, Avocats du Groupe, Administrateur et Arbitre puissent présenter une demande devant cette Cour afin d'obtenir des instructions quant à la résiliation de la Convention de règlement ou pour toute autre affaire s'y rapportant;

[55] **ORDONNE** que la Cour supérieure du Québec conserve compétence pour traiter de toutes questions reliées à l'administration, l'interprétation et l'exécution des dispositions de la Convention de règlement;

[56] **ORDONNE** que dans l'intérêt du principe de la courtoisie et de l'efficacité, toute demande en lien avec une question reliée à l'administration, l'interprétation et l'exécution des termes de la Convention de règlement affectant les membres des Actions Collectives Ontarienne et Québécoise soit déposée à la fois devant la Cour supérieure de l'Ontario et du Québec, et **ORDONNE** de plus que, sauf convention contraire entre les parties des Actions Collectives Ontarienne et Québécoise, les parties à l'Action Collective Québécoise demandent de suspendre l'audience devant cette Cour, afin de permettre à la Cour supérieure de

to permit the Ontario Superior Court to render its decision on the motion first;

[57] **DECLARES** that no person may bring any action or take any proceedings against the Plaintiff, Defendants, Administrator, Referee or their employees, insurers, reinsurers, directors, officers, agents, partners, trustees, lawyers, associates, representatives, successors or assigns and each of their respective heirs, executors, attorneys, administrators, guardians, estates, trustees, successors and assigns for any matter in any way relating to the administration of the Plan of Allocation or the implementation of this Order, unless authorized by the Court;

[58] **DECLARES** that Counsel's legal fees are fair and reasonable;

[59] **APPROVES** the *Convention of a Professional Mandate* executed by the Plaintiff and Counsel;

[60] **APPROVES** Counsel's legal fees for 30% of 23% of the Settlement Amount and accumulated interest thereon, for a total of US\$959,100.00 plus taxes, plus disbursements in the amounts of CA\$12,521.38 and US\$48,127.50 plus all applicable taxes;

[61] **ORDERS** that Counsel's legal fees, disbursements and taxes be paid from the Escrow Account forthwith after the settlement becomes final;

[62] **ORDERS** that the Plaintiff be paid an honorarium in the amount of CA\$5,000.00, such amount to be paid from the Escrow Account forthwith after the settlement becomes final;

l'Ontario de rendre sa décision sur telle demande en premier lieu;

[57] **DÉCLARE** qu'aucune personne ne peut intenter une action ou déposer quelque procédure que ce soit contre le demandeur, les défendeurs, l'Administrateur, l'Arbitre ou leurs employés, assureurs, réassureurs, administrateurs, dirigeants, mandataires, partenaires, fiduciaires, avocats, associés, représentants, successeurs ou ayant droit ainsi que chacun de leurs héritiers, exécuteurs, avocats, Administrateurs, gardiens, fiduciaires, successeurs et ayant droit pour toute question reliée de quelque façon que ce soit à l'administration du Plan de répartition ou à l'exécution du présent jugement, sauf sur autorisation de la Cour;

[58] **DÉCLARE** que les honoraires des avocats dans l'Action Collective Québécoise sont justes et raisonnables;

[59] **APPROUVE** la *Convention of a Professional Mandate* signée par le demandeur et ses avocats;

[60] **APPROUVE** les honoraires des avocats de l'Action Collective Québécoise à 30 % de 23 % du montant du règlement et des intérêts accumulés sur ce montant, soit un montant total de 959 100,00 \$ US, plus taxes ainsi que les débours de 12 521,38 \$ CA et de 48 127,50 \$ US plus taxes;

[61] **ORDONNE** que les honoraires, débours et taxes des avocats de l'Action Collective Québécoise soient payés à même le compte en fidéicomis, dès que le règlement sera final;

[62] **ORDONNE** que le demandeur reçoive une indemnité de 5000 \$ CA payée à même le compte en fidéicomis dès que le règlement sera final;

[63] **ORDERS** that the levy to the *Fonds d'aide aux actions collectives* be collected and be remitted to the *Fonds d'aide aux actions collective* according to applicable regulation;

[64] **ACCEPTS** Class Counsel's undertaking to reimburse the *Fonds d'aide aux actions collectives* the sum of CA\$18,059.42;

[65] **DECLARES** that the Defendants may seek an order to terminate the Settlement Agreement and to vacate this Order, which motion the Plaintiff shall not oppose, in the event that this Order or the Ontario Order referred to above is reversed on appeal;

[66] **REMINDS** that a judgment closing this Class Action needs to be delivered after the Administrator files a final report of the administration of the claims;

[67] **THE WHOLE** without costs.

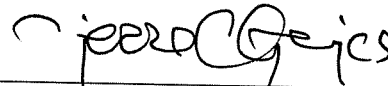
[63] **ORDONNE** que le prélèvement redevable au *Fonds d'aide aux actions collectives* soit perçu et versé à ce dernier conformément à la réglementation en vigueur;

[64] **DONNE ACTE** de l'engagement des Avocats du Groupe de rembourser 18 059,42 \$ CA au *Fonds d'aide aux actions collectives*;

[65] **DÉCLARE** que les défendeurs pourront s'adresser à la Cour afin de résilier la Convention de règlement et de requérir l'annulation du présent jugement, demande à laquelle le demandeur ne s'opposera pas, si le présent jugement ou celui de l'Ontario est infirmé en appel;

[66] **RAPPELLE** qu'un jugement de clôture devra être prononcé après que l'Administrateur ait produit un rapport final de son administration des réclamations;

[67] **LE TOUT**, sans frais de justice.



PIERRE-C. GAGNON, J.S.C.

**Mtre Shawn Faguy**  
FAGUY & CIE, AVOCATS INC.  
Attorneys for Plaintiff

**Mtre Marianne Ignacz**  
NORTON ROSE FULBRIGHT CANADA  
Attorneys for Defendants

**Mtre Frédéric Houle**  
FONDS D'AIDE AUX ACTIONS COLLECTIVES

Date of hearing: October 10, 2018

# **Annexe "A"**

Court File No. CV-17-584809-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

RONALD J. VALLIERE and SHAUNTELLE PAUL

Plaintiffs

- and -

CONCORDIA INTERNATIONAL CORP., MARK THOMPSON  
and ADRIAN DE SALDANHA

Defendants

*And*

Court File No.: 500-06-000834-164

**QUÉBEC  
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

ROBERT LANDRY

Plaintiff

- and -

CONCORDIA INTERNATIONAL CORP., MARK THOMPSON  
and ADRIAN DE SALDANHA

Defendants

**SETTLEMENT AGREEMENT**

Made as of the 30<sup>th</sup> day of July, 2018

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## SETTLEMENT AGREEMENT

### SECTION 1 – RECITALS

#### 1.1 WHEREAS:

- A. The Plaintiffs commenced the Actions alleging misrepresentations and omissions of material facts relating to Concordia's business practices and public filings and statements;
- B. The Defendants and the Plaintiffs in the Actions have negotiated a Settlement of the Actions that is subject to and conditional upon approval by both Courts;
- C. The Defendants deny liability in respect of the claims alleged in the Actions and vigorously deny any wrongdoing or liability of any kind whatsoever;
- D. The Defendants state that they would have actively and deliberately pursued affirmative defenses and other defenses had these Actions not been settled;
- E. Neither leave to commence a secondary market securities claim, nor certification or authorization, has been granted in the Actions;
- F. The Plaintiffs and the Defendants, through counsel, have engaged in hard-fought and extensive arm's-length settlement discussions and negotiations in respect of the Actions through a mediation with Joel Wiesenfeld, mediator;
- G. As a result of these settlement discussions and negotiations, the Parties have entered into the Agreement, which embodies all of the terms and conditions of the Settlement among the Parties, both individually and on behalf of the Class and subject to approval of the Courts;
- H. The Parties have negotiated and entered into the Agreement to fully, definitively and permanently resolve, settle and release and discharge all claims asserted, or which could have been asserted, against the Defendants by the Plaintiffs on their own behalf and/or on behalf of the classes they seek to represent, or by a third party for contribution and indemnity in respect of a claim asserted against them by the Plaintiffs, and to avoid the further expense, inconvenience, and burden of this litigation and avoid the risks inherent in uncertain, complex and protracted litigation, and thereby to put to rest this controversy;

I. The Plaintiffs have agreed to accept this Settlement, in part, because of the Settlement Amount to be provided by the Contributing Parties under the Agreement, as well as the attendant risks of litigation in light of the potential defences that may be asserted by the Defendants;

J. The Defendants do not admit, through the execution of the Agreement, any of the conduct alleged in the Actions and expressly deny any and all allegations of wrongdoing;

K. The Plaintiffs and Class Counsel confirm that neither the Agreement, nor any statement made in the negotiation thereof, shall be deemed or construed to be an admission by or evidence against the Defendants or evidence of the truth of any of the Plaintiffs' allegations against the Defendants;

L. The Plaintiffs and Class Counsel have reviewed and fully understand the terms of the Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs, and having regard to the burdens and expense in prosecuting the Actions, including the risks and uncertainties associated with trials and appeals, have concluded that this Settlement is fair, reasonable and in the best interests of the Plaintiffs and the Class. The Parties therefore wish to, and hereby do, finally resolve, without admission of liability, the Actions as against the Defendants;

M. For the purposes of settlement only and contingent on the conditions described herein, the Plaintiffs have consented to a dismissal of the Actions without costs and with prejudice;

N. The Plaintiffs assert that they are adequate class representatives for the classes they seek to represent and will seek to be appointed representative plaintiffs in their respective actions;

**NOW THEREFORE**, in consideration of the covenants, agreements, promises and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Actions be settled on the merits, subject to the approval of the Settlement by both Courts, and that all Released Claims against the Defendants which any Releasor shall or may have or assert against any of the Defendants be forever extinguished and released on the following terms and conditions:

## SECTION 2 – DEFINITIONS

### 2.1 Definitions

For the purposes of the Agreement, including the Recitals and Schedules hereto:

- (1) *Actions* means the Ontario Action and the Québec Action.
- (2) *Administration Expenses* means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable relating to approval, implementation and administration of the Settlement including the costs of translating, publishing and delivering notices and the fees, disbursements and taxes paid to the Administrator, the person appointed to receive and report on objections and/or opt-outs to the Settlement to the Courts, the Referee, TMX Equity Transfer Services, Broadridge Financial Solutions Inc. (see Sections 7 and 15.3 of the Agreement) and any other expenses approved by the Courts which shall all be paid from the Settlement Amount. For greater certainty, Administration Expenses include the Non-Refundable Expenses but do not include Class Counsel Fees.
- (3) *Administrator* means the third-party firm appointed by the Courts to administer the Agreement, and any employees of such firm.
- (4) *Agreement* means the agreement, including the Recitals and Schedules hereto.
- (5) *Authorized Claimant* means any Class Member who has been approved for compensation by the Administrator.
- (6) *Claim Form* means the form or forms to be approved by the Courts, which, when completed and submitted in a timely manner to the Administrator, enables a Class Member to apply for compensation pursuant to the Agreement.
- (7) *Claims Bar Deadline* means the date by which each Class Member must file a Claim Form and all required supporting documentation with the Administrator which date shall be set out in the Second Notice and which shall be at least one hundred twenty days (120) days after the date on which the Second Notice is last published.
- (8) *Class or Class Members* means the Ontario Class Members and the Québec Class Members.
- (9) *Class Counsel* means Strosberg Sasso Sutts LLP, Faguy & Co. and Morganti & Co., P.C.

- (10) **Class Counsel Fees** means the fees, disbursements, costs, HST, GST and PST, as the case may be, and other applicable taxes or charges of Class Counsel and a *pro rata* share of all interest earned on the Settlement Amount to the date of payment, as approved by the Courts.
- (11) **Class Period** means the period from November 12, 2015 to August 11, 2016, inclusive.
- (12) **Concordia** means Concordia International Corp., known as Concordia Healthcare Corp. prior to June 27, 2016 and, as the context may require, includes its subsidiaries and affiliates.
- (13) **Contributing Parties** means Concordia and its insurers funding the Settlement.
- (14) **Courts** means the Ontario Court and the Québec Court.
- (15) **CPA** means the *Class Proceedings Act, 1992*, SO 1992, c 6, as amended.
- (16) **Defendants** means the Ontario Defendants and the Québec Respondents.
- (17) **Eligible Shares** means Shares purchased during the Class Period and held at the close of trading on August 11, 2016.
- (18) **Effective Date** means the later of: (i) the date on which all of the Second Orders have become final orders and the time for any appeals has expired; and (ii) if an appeal is taken from the Second Orders, or one of them, relating only to Class Counsel Fees, then thirty (30) days after the date of the last of the Second Orders.
- (19) **Escrow Account** means the interest bearing U.S. currency trust account with one of the Canadian Schedule 1 banks or a liquid money market account or equivalent security with a rating equivalent to, or better than, that of an interest bearing account in a Canadian Schedule 1 bank in Ontario, initially under the control of Strosberg Sasso Sutts LLP subject to the terms of the Agreement and then transferred to the control of the Administrator once the Settlement is final.
- (20) **Escrow Settlement Amount** means the Settlement Amount plus any interest accruing thereon as a result of investment thereof after payment of all Non-Refundable Expenses.
- (21) **Excluded Persons** means
- (a) Mark Thompson and Adrian De Saldanha;
  - (b) Concordia and its past or present subsidiaries, affiliates, legal representatives, General Counsel, predecessors, successors and assigns;
  - (c) any person who was an officer or director of Concordia during the Class Period;

- (d) any immediate member of the Individual Defendants' families; and
  - (e) any entity in which any of the above persons has or had during the Class Period any legal or de facto controlling interest.
- (22) **First Motion** means the motions brought before the Courts, for orders:
- (i) setting the date for the hearing of the Second Motion;
  - (ii) approving the form of the First Notice;
  - (iii) approving and authorizing publication and dissemination of the First Notice pursuant to the Plan of Notice;
  - (iv) appointing Strosberg Sasso Sutts LLP to control the Escrow Account subject to the terms of the Agreement; and
  - (v) appointing Gregory D. Wrigglesworth of Kirwin Partners LLP to receive and report on objections to the Settlement, if any, and opt-outs, if any.
- (23) **First Notice** means notice to the Class in a form to be approved by the Courts, which shall substantially be in accordance with the notice at Schedule "B" and a French translation thereof.
- (24) **First Order** means the orders made by the Courts granting the relief sought on the First Motion, substantially in the form of the orders at Schedule "A".
- (25) **Fonds d'aide aux actions collectives** means the agency and legal person established in the public interest as per the *Act respecting the Fonds d'aide aux actions collectives*, CQLR c F-3.2.0.1.1, to whom the Administrator will remit the percentage provided for by the applicable legislation and regulations.
- (26) **Individual Defendants** means Mark Thompson and Adrian De Saldanha.
- (27) **Newspapers** means the following newspaper publications: National Post, the Gazette, and La Presse.
- (28) **Non-Refundable Expenses** means certain administration expenses stipulated in section 4.1(1) of the Agreement to be paid from the Settlement Amount.
- (29) **Ontario Action** means the action *Valliere v Concordia International Corp., et al*, brought in the Ontario Court under Court File No. CV-17-584809-00CP.

- (30) **Ontario Class or Ontario Class Members** means all persons and entities, other than Excluded Persons and persons resident in Québec, who during the Class Period, acquired Shares, and held some or all of such Shares as of the close of trading on August 11, 2016.
- (31) **Ontario Court** means the Ontario Superior Court of Justice.
- (32) **Ontario Defendants** means Concordia and the Individual Defendants.
- (33) **Opt-Out Deadline** means the date to be specified in the Second Notice which shall be at least 45 days after the date on which the Second Notice is last published in the Newspapers.
- (34) **Opt-Out Form** means the documents in English and French, as approved by the Courts, which shall substantially be in accordance with the documents at Schedule G, that if properly completed and submitted by a Class Member to Gregory D. Wrigglesworth of Kirwin Partners LLP (for the Ontario Action) and to both Gregory D. Wrigglesworth and the Québec Court (for the Québec Action) before the expiry of the Opt-Out Deadline, excludes that Class Member from the Class, the Actions and participation in the Settlement. For the Québec Action, the opt-out procedure will also be approved by the Québec Court.
- (35) **Opt-Out Party** means any person who would otherwise be a Class Member who validly opts out of one of the Actions.
- (36) **Opt-Out Threshold** means the total number of Eligible Shares particularized in a collateral agreement entered into by counsel for and on behalf of the Parties.
- (37) **Opting Out** means properly completing and submitting an Opt-Out Form and all necessary supporting documents before the expiry of the Opt-Out Deadline.
- (38) **OSA** means the Ontario *Securities Act*, RSO 1990, c S.5, as amended.
- (39) **Parties** means the Plaintiffs and the Defendants.
- (40) **Plaintiffs** means Ronald J. Valliere, Shauntelle Paul and Robert Landry.
- (41) **Plan of Allocation** means the plan, as approved by the Courts, which shall substantially be in accordance with the plan at Schedule “F”.
- (42) **Plan of Notice** means the plan for disseminating the First Notice and the Second Notice to the Class, as approved by the Courts, which shall substantially be in accordance with the plan attached as Schedule “C”.

(43) **Québec Action** means the action *Landry v Concordia International Corp., et al*, brought in the Québec Court under court file number 500-06-000834-164.

(44) **Québec Class or Québec Class Members** means all Québec-based persons and entities who, during the Class Period, acquired Shares and held some or all such securities as of the close of trading on August 11, 2016, except for Excluded Persons.

(45) **Québec Court** means the Québec Superior Court.

(46) **Québec Respondents** means Concordia and the Individual Defendants.

(47) **Referee** means Gregory D. Wrigglesworth of Kirwin Partners LLP or such other person or persons appointed by the Courts to serve in that capacity.

(48) **Released Claims** (or **Released Claim** in the singular) means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever and wherever incurred, and rights and liabilities of any nature whatsoever, including interest, costs, expenses, administration expenses, penalties, Class Counsel Fees and lawyers' fees, known or unknown, suspected or unsuspected, in law, under statute or in equity or at common law, that the Releasers, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have as against the Releasees relating or connected in any way to the purchase, sale, retention, pricing, marketing or distributing of Shares, or to any conduct alleged, or that could have been alleged, in the Actions, including, without limitation, any such claims that have been asserted, would have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of or in any connection with the purchase, retention or sale, or lack of purchase or sale, of Shares in the Class Period.

(49) **Releasees** means the Defendants and their respective past and present affiliates, and subsidiaries, and each of their respective insurers, reinsurers, directors, officers, partners, employees, agents, trustees, servants, parents, consultants, underwriters, lenders, advisors, lawyers, representatives, successors, predecessors, assigns and each of their respective heirs, executors, attorneys, administrators, guardians, estates, trustees, successors and assigns.

(50) **Releasers** means, jointly and severally, the Plaintiffs, the Class Members (excluding those who have validly opted out), including any person having a legal and/or beneficial interest in the Shares purchased or acquired by these Class Members and their respective past and



present predecessors, affiliates, subsidiaries, directors, officers, employees, partners, parents, agents, trustees, servants, consultants, underwriters, lenders, shareholders, advisors, representatives, lawyers, heirs, executors, attorneys, administrators, guardians, estate trustees, successors and assigns, as the case may be.

(51) ***Second Motion*** means the motions brought in the Courts for orders:

- (a) granting certification (or authorization, as the case may be) for settlement purposes only;
- (b) approving the Settlement;
- (c) appointing the Administrator and the Referee;
- (d) approving the Second Notice;
- (e) approving the Plan of Allocation;
- (f) approving the Opt-Out Form;
- (g) dismissing the Actions without costs and with prejudice; and
- (h) approving Class Counsel Fees.

(52) ***Second Notice*** means notices to the Class in a form to be approved by the Courts, which shall substantially be in accordance with the notice at Schedule “E” and a French translation thereof.

(53) ***Second Order*** means the orders made by the Courts granting the relief sought on the Second Motion, substantially in the form of the orders at Schedule “D”.

(54) ***Settlement*** means the settlement provided for in the Agreement.

(55) ***Settlement Amount*** means \$13,900,000 U.S. dollars, inclusive of the Administration Expenses, Class Counsel Fees, interest, taxes and any other costs or expenses related to the Actions or the Settlement.

(56) ***Shares*** means securities of Concordia that are or were listed for trading on the TSX or on alternative trading platforms in Canada.

(57) ***TSX*** means the Toronto Stock Exchange.

## **SECTION 3 – THE MOTIONS**

### **3.1 Nature of Motions**

- (1) The Parties shall use their best efforts to implement the Agreement and to secure the prompt, complete and final resolution of the Actions, including a final dismissal of the Ontario Action, without costs and with prejudice, and a settlement of the Quebec Action, without costs and without reservation as against the Defendants.
- (2) The First Motion shall be brought as soon as is reasonably possible following the execution of the Agreement. The Defendants shall consent to the First Order provided that it is substantially in the form at Schedule A.
- (3) Following the determination of the First Motion, the First Notice shall be published in accordance with section 10.1 of the Agreement.
- (4) Following the determination of the First Motion, the Second Motion will be brought and the Defendants shall consent to the Second Order provided that it is substantially in the form at Schedule D.
- (5) Following the determination of the Second Motion, provided that the Settlement is approved by both Courts, the Second Notice shall be published in accordance with section 10.2 of the Agreement.

### **3.2 Sequence of Motions**

Robert Landry shall not proceed with a motion to the Québec Court to approve the Settlement unless and until the Ontario Court approves the Settlement. The Second Motion may be filed in the Québec Court, but, if necessary, the parties to the Québec Action will seek adjournments of the hearings to permit the Ontario Court to render its decision on the Second Motion first. The Parties may agree to waive this provision in writing.

## **SECTION 4 – NON-REFUNDABLE EXPENSES**

### **4.1 Payments**

- (1) Expenses reasonably incurred for the following purposes shall be the Non-Refundable Expenses, and shall be payable from the Escrow Account, when incurred:

- (a) the costs incurred in connection with establishing and operating the Escrow Account;
- (b) the costs incurred for translating, publishing and disseminating the First Notice and the Second Notice;
- (c) the costs of Gregory D. Wigglesworth in connection with receiving objections and Opt-Out Forms and reporting to the Courts to a maximum of \$6,000 for fees, plus reasonable and documented disbursements and HST;
- (d) the costs incurred in translating the Settlement Agreement;
- (e) if necessary, the costs incurred in translating, publishing and disseminating notice to the Class that the Agreement has been terminated; and
- (f) if the Courts appoint the Administrator and thereafter the Agreement is terminated by the Defendants pursuant to section 12, the costs reasonably incurred by the Administrator for performing the services required to prepare to implement the Settlement, including any mailing expenses, to a maximum of \$35,000.

(2) Strosberg Sasso Sutts LLP shall account to the Courts and the Parties for all payments it makes from the Escrow Account. In the event that the Agreement is terminated, this accounting shall be delivered no later than ten (10) days after such termination. Strosberg Sasso Sutts LLP will provide a statement of account of the Escrow Account to the Contributing Parties on a monthly basis.

#### **4.2 Disputes Concerning Non-Refundable Expenses**

Any dispute concerning the entitlement to or quantum of Non-Refundable Expenses shall be dealt with by a motion to the Ontario Court on notice to the Parties. All Contributing Parties shall have standing in respect such a motion, should they deem it appropriate to intervene or otherwise make representations.

### **SECTION 5 – THE SETTLEMENT AMOUNT**

#### **5.1 Payment of Escrow Settlement Amount**

The Contributing Parties, or some of them, on behalf of the Defendants, shall pay the Settlement Amount to Strosberg Sasso Sutts LLP, in trust, within sixty (60) calendar days of June 20, 2018 which will deposit it in an interest-bearing trust account which shall be held to the

order of the insurers who are Contributing Parties and shall be paid out upon the Settlement becoming final. The Individual Defendants shall have no liability for the Settlement Amount.

### **5.2 Interim Investment of Escrow Account**

Strosberg Sasso Sutts LLP, and then the Administrator after the Settlement becomes final, shall hold the Settlement Amount in the Escrow Account and shall invest the Settlement Amount in a liquid money market account or equivalent security with a rating equivalent to, or better than that of an interest bearing account in a Canadian Schedule 1 bank and shall not pay out any amount from the Escrow Account, except in accordance with the terms of the Agreement including, but not limited to:

- (a) Payment of Class Counsel fees pursuant to s. 17.2 of the Agreement; and
- (b) Payment to the Fonds d'aide aux actions collectives pursuant to the Second Order.

### **5.3 Taxes on Interest**

(1) Except as provided in section 5.3(2), all taxes payable on any interest which accrues in relation to the Settlement Amount, shall be solely the Class' responsibility and shall be paid by Class Counsel or the Administrator, as appropriate, from the Escrow Settlement Amount, or by the Class as the Administrator considers appropriate, and the Defendants and their insurers and re-insurers shall have no liability for any taxes payable on the interest.

(2) If the Administrator or Class Counsel returns any portion of the Settlement Amount plus accrued interest to the Contributing Parties pursuant to the provisions of the Agreement, the taxes payable on the interest portion of the returned amount shall be the responsibility of the Contributing Parties to be allocated by agreement among themselves.

## **SECTION 6 – NO REVERSION**

Unless the Agreement is terminated as provided herein or otherwise by the Courts, the Contributing Parties shall not, under any circumstances, be entitled to the repayment of any portion of the Settlement Amount and then only to the extent of and in accordance with the terms provided herein.

## **SECTION 7 - DISTRIBUTION OF THE ESCROW SETTLEMENT AMOUNT**

If the Settlement becomes final as contemplated by section 13, the Administrator shall distribute the Settlement Amount out of the Escrow Account in accordance with the following priorities:

- (a) to pay all of the costs and expenses reasonably and actually incurred in connection with the provision of notices, locating Class Members for the sole purpose of providing notice to them, soliciting Class Members to submit a Claim Form (including the notice expenses reasonably and actually incurred by TMX Equity Transfer Services and Broadridge Financial Solutions Inc. in connection with the provision of notice of this Settlement to Class Members). For greater certainty, the Defendants are specifically excluded from eligibility for any payment of costs and expenses under this subsection;
- (b) to pay all of the costs and expenses reasonably and actually incurred by the Administrator and the Referee, relating to determining eligibility, the filing of Claim Forms, processing Opt-Out Forms and Claim Forms, resolving disputes arising from the processing of Claim Forms and administering and distributing the Settlement Amount;
- (c) to pay any taxes required by law to be paid to any governmental authority; and
- (d) to pay a *pro rata* share of the balance of the Escrow Settlement Amount to each Authorized Claimant in proportion to his/her/its claim as recognized in accordance with the Plan of Allocation.

## **SECTION 8 – EFFECT OF SETTLEMENT**

### **8.1 No Admission of Liability**

Neither the Agreement, nor anything contained herein, shall be interpreted as a concession or admission of wrongdoing or liability by the Releasees, or as a concession or admission by the Releasees of the truthfulness or merit of any claim or allegation asserted in the Actions. Neither the Agreement, nor anything contained herein, shall be used or construed as an admission by the Releasees of any fault, omission, liability or wrongdoing in connection with any oral or written statement, release or written document or financial report.

## **8.2 Agreement Not Evidence**

(1) Whether or not the Agreement is terminated, the Parties agree that neither the Agreement, nor anything contained herein, nor any of the negotiations or proceedings connected with it, nor any related document, nor any other action taken to carry out the Agreement shall be referred to, offered as evidence or received in evidence in any current or future civil, criminal, quasi-criminal, regulatory or administrative action or proceeding in any jurisdiction as any presumption, concession or admission:

- (a) of the validity of any claim that has been or could have been asserted in the Actions by the Plaintiff against the Defendants, or the deficiency of any defence that has been or could have been asserted in the Actions;
- (b) of wrongdoing, fault, neglect or liability by the Defendants; and
- (c) that the consideration to be given hereunder represents the amount that could be or would have been recovered in the Actions after trial.

(2) Notwithstanding section 8.2(1), the Agreement may be referred to or offered as evidence in a proceeding to approve or enforce the Agreement, to defend against the assertion of Released Claims, and as otherwise required by law.

## **8.3 Best Efforts**

The Parties shall use their best efforts to implement the terms of the Agreement. The Parties agree to hold in abeyance all steps in the Actions, including all discovery, other than proceedings provided for in the Agreement, the First Motion, the Second Motion and such other proceedings required to implement the terms of the Agreement, until the date the Settlement becomes final or the termination of the Agreement.

## **SECTION 9 – CERTIFICATION AND SETTLEMENT APPROVAL**

### **9.1 Certification and Settlement Approval**

(1) For the purposes of Settlement only, the Ontario Defendants will consent to the certification of the Ontario Action pursuant to the *CPA*.

(2) For the purposes of Settlement only, the Québec Respondents will consent to the authorization to institute a class action pursuant to the *Code of Civil Procedure, CQLR c C-25.01*.

## **SECTION 10 – NOTICE TO THE CLASS**

### **10.1 First Notice**

Class Counsel shall cause the First Notice to be translated, published and disseminated in accordance with the Plan of Notice and the costs of doing so shall be paid as a Non-Refundable Expense as provided in 4.1(1)(b).

### **10.2 Second Notice**

Class Counsel shall cause the Second Notice to be translated, published and disseminated in accordance with the Plan of Notice and the costs of so doing shall be paid as a Non-Refundable Expense as provided in section 4.1(1)(b).

### **10.3 Report to the Courts**

Forthwith after the publication and dissemination of each of the notices required by this section, Class Counsel shall file with the Courts an affidavit confirming that the notices have been translated, published and disseminated in accordance with the Agreement and the Plan of Notice, as appropriate, or order of the Court.

### **10.4 Notice of Termination**

If the Agreement is terminated after the Second Notice has been translated, published and disseminated, a notice of the termination will be given to the Class. Class Counsel will cause the notice of termination, in a form approved by the Courts, to be translated, published and disseminated as directed by the Courts and the costs of so doing shall be paid as a Non-Refundable Expense as provided in section 4.1(1)(e).

## **SECTION 11 – OPTING OUT**

### **11.1 Potential Opt-Outs**

The Defendants and Class Counsel represent and warrant that:

- (a) they will not encourage or solicit any Class Member to opt out of the Class; and
- (b) they will not represent any Class Member who opts out of the Class.

## **11.2 Opt-Out Procedure**

- (1) Each Ontario Class Member who wishes to opt out must submit a properly completed Opt-Out Form, along with all required supporting documents, to Gregory D. Wigglesworth on or before the Opt-Out Deadline. Each Québec Class Member who wishes to opt out must submit a properly completed Opt-Out Form on or before the Opt-Out Deadline in accordance with the Opt-Out procedure approved by the Québec Court. In addition to any additional procedure approved by the Québec Court, Québec Class Members shall send any Opt-Out Forms, along with all required supporting documents, to Gregory D. Wigglesworth on or before the Opt-Out Deadline.
- (2) If a Class Member fails to submit a properly completed Opt-Out Form and/or all required supporting documents before the Opt-Out Deadline, the Class Member shall not have opted out of the Actions, subject to any order of the respective Court to the contrary, and will in all respects be subject to, and bound by, the provisions of the Agreement and the releases contained herein, and any orders made in the Actions.
- (3) The Opt-Out Deadline shall not be extended unless the Courts order otherwise.
- (4) All Opt-Out Parties will be excluded from any and all rights and obligations arising from the Settlement. Class Members who do not opt out shall be bound by the Settlement and the terms of the Agreement regardless of whether he/she/it files a Claim Form or receives compensation from the Settlement.

## **11.3 Notification of Number of Opt-Outs**

Within five (5) days after the Opt-Out Deadline, Gregory D. Wigglesworth shall report to the Courts and to the Parties as to the number of Opt-Out Parties, the number of Eligible Shares held by each Opt-Out Party, a summary of the information delivered by each Opt-Out Party and the total number of Eligible Shares held by the Opt-Out Parties.

## **SECTION 12 – TERMINATION OF THE AGREEMENT**

### **12.1 General**

- (1) Only Concordia may terminate this Agreement, and only if:
  - (a) the Second Order (excluding approval of Class Counsel Fees) is not granted by one or both Courts, substantially in accordance with the form at Schedule “D”;



- (b) the Second Order (excluding approval of Class Counsel Fees) is granted by both Courts but the form of the order issued either by one or both Courts is different from the form at Schedule “D” in a material respect in the opinion of Concordia, acting reasonably;
- (c) the Second Order is reversed on appeal and the reversal becomes final; or
- (d) the Opt-Out Threshold is exceeded, as provided for in s. 12.2 of the Agreement.

(2) The failure of the Courts to approve in full the request by Class Counsel for Class Counsel Fees shall not be grounds to terminate the Agreement.

(3) In the event the Agreement is terminated in accordance with its terms, or is not approved by the Courts, or any Second Order is reversed, vacated or terminated by any appellate court and/or the Second Orders do not become final:

- (a) the Parties will be restored to their respective positions prior to the execution of the Agreement;
- (b) the Parties will consent to orders setting aside any order certifying the Ontario Action as a class proceeding for the purposes of implementing the Agreement and any judgment authorizing the bringing of a class action for Settlement purposes by the Québec Court for the purposes of implementing the Agreement;
- (c) the Agreement will have no further force and effect and no effect on the rights of the Parties;
- (d) the certification of the Ontario Action and the authorization of the Québec Action will be deemed to have been without prejudice to any position that any of the Parties may later take on any issue in the Actions;
- (e) any amounts paid for establishing and operating the Escrow Account, translating, publishing and disseminating the Settlement Agreement, the First Notice, the Second Notice and the Termination Notice, if any, and to Gregory D. Wrigglesworth and the Administrator pursuant to section 4.1(1) are non-recoverable from the Plaintiffs, and the Class Members;
- (f) the Settlement Amount will be returned to the Contributing Parties less any Non-Recoverable Expenses that have already been properly incurred; and

- (g) the Agreement will not be introduced into evidence or otherwise referred to in any litigation or proceeding against the Defendants.

(4) Notwithstanding the provisions of section 12.1(3)(c), if the Agreement is terminated, the provisions of this section and sections 2, 4, 5.2, 5.3, 8.1, 8.2, 8.3, 10.4, 12.1(3), 12.1(4), 12.3, 12.4, 15.1(2), 15.3(4), 15.5(2), 15.6(2), 18.1, 18.2, 18.3, 18.4, 18.5, 18.6(2), 18.7, 18.8, 18.9, 18.10, 18.11, 18.12, 18.13, 18.14, 18.15 and the recitals and schedules applicable thereto shall survive termination and shall continue in full force and effect.

### **12.2 Effect of Exceeding the Opt-Out Threshold**

(1) Notwithstanding any other provision in the Agreement, Concordia, in its sole discretion, may elect to terminate the Agreement if the Opt-Out Threshold is exceeded provided its election is made within twenty (20) days of receiving notice from both Gregory D. Wrigglesworth and Class Counsel notifying them of the information described in section 11.3. If Concordia does not elect to terminate the Agreement within this period, its right to terminate the Agreement pursuant to the provisions of this section will expire.

(2) If the Opt-Out Threshold is not exceeded, Concordia's right to terminate the Agreement pursuant to the provisions of this section is inoperative.

### **12.3 Allocation of Monies in the Escrow Account Following Termination**

(1) The Administrator and Strosberg Sasso Sutts LLP shall account to the Courts for the amounts maintained in the Escrow Account. If the Agreement is terminated, this accounting shall be delivered no later than ten (10) days after such termination.

(2) If the Agreement is terminated, the Defendants shall, within thirty (30) days after termination, apply to the Courts for orders:

- (a) declaring the Agreement null and void and of no force or effect except for the provisions of those sections listed in section 12.1(4);
- (b) requiring the notice of termination to be sent out to the Class Members and, if so, the form and method of disseminating such a notice;
- (c) setting aside, *nunc pro tunc*, all prior orders or judgments entered in accordance with the terms of the Agreement; and
- (d) authorizing the payment of:

- (i) all funds received by Strosberg Sasso Sutts LLP from any of the Contributing Parties and not yet paid into the Escrow Account pursuant to section 4.1; and
  - (ii) all funds in the Escrow Account, including accrued interest, to the Contributing Parties, apportioned *pro rata* based on their respective contributions, directly or indirectly, to the Escrow Account, as the case may be, minus any amounts paid out of the Escrow Account as Non-Refundable Expenses in accordance with the terms of the Agreement.
- (3) Subject to section 12.4, the Parties shall consent to the orders sought in any motion made by the Defendants pursuant to section 12.3(2).

#### **12.4 Disputes Relating to Termination**

If there are any disputes about the termination of the Agreement, the Ontario Court shall determine any dispute by motion on notice to the Parties. All Contributing Parties shall be granted standing in respect of any such motion, should they deem it appropriate to intervene or otherwise make representations.

### **SECTION 13 – DETERMINATION THAT THE SETTLEMENT IS FINAL**

- (1) The Settlement shall be considered final on the Effective Date.
- (2) Within ten (10) days after the Effective Date, Strosberg Sasso Sutts LLP shall transfer the Escrow Account to the Administrator.

### **SECTION 14 – RELEASES AND JURISDICTION OF THE COURT**

#### **14.1 Release of Releasees**

As of the Effective Date, provided that the Settlement Amount has been deposited into the Escrow Account, the Releasors in exchange for and in consideration of the foregoing, and inasmuch as the terms and conditions of the Settlement are approved by the Courts, forever and absolutely release the Releasees from the Released Claims.

#### **14.2 No Further Claims**

Notwithstanding sections 2.1 (48) and 2.1 (49) of the Agreement:

(1) As of the Effective Date and provided that the Settlement Amount has been deposited into the Escrow Account, the Releasors and Class Counsel shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person (including on behalf of any Opt-Out Party), any action, suit, cause of action, claim or demand against any Releasee or any other person (including but not limited to auditors) who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto; and

(2) For greater certainty, the Releasors and Class Counsel acknowledge that they may subsequently discover facts adding to those they now know, but nonetheless agree that on the Effective Date, they shall have fully, definitively and permanently settled, waived and released and discharged all claims, no matter if they were unknown, unsuspected, not disclosed, and regardless of the subsequent discovery of facts different from those they are aware of on the Effective Date. By means of the Settlement, the Releasors waive any right they might have under the law, common law, civil law, in equity or otherwise, to disregard or avoid the release and discharge of the unknown claims and bar against the commencement of new claims for any reason whatsoever and expressly relinquish any such right and each Class Member shall be deemed to have waived and relinquished such right. Furthermore, the Releasors agree to this waiver of their own volition, with full knowledge of its consequences and that this waiver was negotiated and constitutes a key element of the Settlement.

### **14.3 Dismissal of the Actions**

(1) Except as otherwise provided in the Agreement and the Second Order, and as a condition of Settlement, the Ontario Action shall be dismissed without costs and with prejudice.

(2) Except as otherwise provided in the Agreement and the Second Order, the Québec Action shall be settled, without costs and without reservation as against the Defendants.

## **SECTION 15 – ADMINISTRATION**

### **15.1 Appointment of the Administrator**

(1) The Courts will appoint the Administrator to serve until further order of the Courts, to implement the Agreement and the Plan of Allocation, on the terms and conditions and with the powers, rights, duties and responsibilities set out in the Agreement and in the Plan of Allocation.

(2) If the Agreement is terminated, the Administrator's fees, disbursements and taxes will be fixed as set out in section 4.1(1)(f).

(3) If the Settlement becomes final as contemplated by section 13 the Courts will fix the Administrator's compensation and payment schedule.

### **15.2 Appointment of the Referee**

(1) The Courts will appoint the Referee with the powers, duties and responsibilities set out in the Agreement and the Plan of Allocation.

(2) The fees, disbursements and taxes of the Referee will be fixed by the Ontario Court and shall not exceed \$25,000, exclusive of disbursements and HST. When directed by the Ontario Court, the Administrator will pay the Referee from the Escrow Settlement Amount.

### **15.3 Information and Assistance from the Defendants**

(1) Within thirty (30) days of the approval of the Settlement, upon request, Concordia will authorize and direct TMX Equity Transfer Services to deliver a computerized list of all persons identified in its records who may be Class Members, along with such information as may be available to facilitate the delivery of notice to those persons to Class Counsel and the Administrator. Upon request, Concordia will also authorize Broadridge Financial Solutions Inc. to obtain information about Class Members who hold or held beneficial interests in the Shares during the Class Period.

(2) Concordia will identify a person to whom the Administrator may address any requests for information in respect of s. 15.3(1) of the Agreement. Concordia agrees to make reasonable efforts to answer any reasonable inquiry from the Administrator in order to facilitate the administration and implementation of the Agreement and the Plan of Allocation.

(3) Class Counsel and/or the Administrator may use the information obtained pursuant to sections 15.3(1) and (2) only for the purposes of delivering the Second Notice and administering and implementing the Agreement and the Plan of Allocation.

(4) Any information obtained or created in the administration of the Agreement is confidential and, except as required by law, shall be used and disclosed only for the purpose of distributing notices and the administration of the Agreement and Plan of Allocation.

#### **15.4 Claims Process**

(1) In order to seek payment from the Settlement Amount, a Class Member must submit a completed Claim Form to the Administrator, in accordance with the provisions of the Plan of Allocation, on or before the Claims Bar Deadline and any Class Member who fails to do so shall not share in any distribution made in accordance with the Plan of Allocation unless the relevant court orders otherwise as provided in section 18.4.

(2) In order to remedy any deficiency in the completion of a Claim Form, the Administrator may require and request that additional information be submitted by a Class Member who submits a Claim Form. Such Class Members shall have until the later of thirty (30) days from the date of the request from the Administrator or the Claims Bar Deadline to rectify the deficiency. Any person who does not respond to such a request for information within the thirty (30) day period shall be forever barred from receiving any payments pursuant to the Settlement, subject to any order of the relevant court to the contrary as provided in section 18.4, but will in all other respects be subject to, and bound by, the provisions of the Agreement and the releases contained herein.

#### **15.5 Disputes Concerning the Decisions of the Administrator**

(1) In the event that a Class Member disputes the Administrator's decision, whether in whole or in part, the Class Member may appeal the decision to the Referee in accordance with the provisions in the Plan of Allocation. The decision of the Referee will be final with no right of appeal.

(2) No action shall lie against the Releasees, the Defendants, the Defendants' counsel, Class Counsel, the Administrator, the Referee, or Kirwin Partners LLP for any decision made in the administration of the Agreement and Plan of Allocation without an order from the Ontario Court authorizing such an action.

#### **15.6 Conclusion of the Administration**

(1) Following the Claims Bar Deadline, and in accordance with the terms of the Agreement, the Plan of Allocation, and such further order of the Courts, as may be necessary, or as circumstances may require, the Administrator shall distribute the Escrow Settlement Amount to Authorized Claimants.

- (2) No claims or appeals shall lie against the Releasees, the Defendants, the Defendants' counsel, Class Counsel, the Administrator, the Referee, or Kirwin Partners LLP based on distributions made substantially in accordance with the Agreement and the Plan of Allocation.
- (3) If the Escrow Settlement Account is in a positive balance in an amount greater than 10% of the net Settlement Amount (whether by reason of tax refunds, un-cashed cheques or otherwise) after one hundred eighty (180) days from the date of distribution of the Escrow Settlement Amount to the Authorized Claimants, the Administrator shall, if economically feasible, allocate and distribute such balance among Authorized Claimants in an equitable fashion up to the limit of each authorized claimant's actual loss. If there is a balance in the Escrow Settlement Account after each Authorized Claimant is paid up to his/her/its actual loss, or if an amount equal to or less than 10% of the net Settlement Amount remains undistributed the remaining funds shall be paid in part (X%) *cy près* to a recipient mutually agreed upon by the parties, approved by the Ontario Court and in part (Y%) *cy près* to a recipient mutually agreed upon by the parties, approved by the Québec Court and subject to the applicable deduction for the Fonds d'aide aux actions collectives,. The respective percentages, X and Y, shall be equal to the percentages of the distribution of the Escrow Settlement Amount to Authorized Claimants in the Ontario Action and the Québec Action, respectively.
- (4) Upon the conclusion of the administration, or at such other time(s) as the Courts direct, the Administrator shall report to the Courts on the administration and shall account for all monies it has received, administered and disbursed and obtain an order from those courts discharging it as Administrator.

## **SECTION 16 – THE PLAN OF ALLOCATION**

- (1) The Defendants shall have no obligation to consent to but shall not oppose the approval of the Plan of Allocation.
- (2) Section 16(1) is not an acknowledgement that the Defendants have standing to make any submissions regarding the Plan of Allocation.

## **SECTION 17 – CLASS COUNSEL FEES**

### **17.1 Motion for Approval of Class Counsel Fees**

- (1) At the Second Motion, Class Counsel shall seek the approval of Class Counsel Fees to be paid as a first charge on the Settlement Amount. Class Counsel are not precluded from making

additional applications to the Ontario Court for expenses incurred as a result of implementing the terms of the Agreement. All amounts awarded on account of Class Counsel Fees shall be paid from the Settlement Amount.

(2) The Defendants acknowledge that they are not parties to the motion concerning the approval of Class Counsel Fees, they will have no involvement in the approval process to determine the amount of Class Counsel Fees and they will not make any submissions to the Court concerning Class Counsel Fees.

(3) Any order or proceeding relating to Class Counsel Fees, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Agreement or affect or delay the finality of the Second Order and the Settlement of the Action as provided herein.

#### **17.2 Payment of Class Counsel Fees**

(1) Forthwith after the Settlement becomes final, as contemplated in section 13, Strosberg Sasso Sutts LLP shall pay to Class Counsel the Class Counsel Fees approved by the Courts from the Escrow Account.

### **SECTION 18 – MISCELLANEOUS**

#### **18.1 Motions for Directions**

(1) Any one or more of the Parties, Contributing Parties, Class Counsel, the Administrator or the Referee may apply to the Courts for directions in respect of any matter in relation to the Agreement and Plan of Allocation.

(2) All motions contemplated by the Agreement shall be on notice to the Parties.

#### **18.2 Defendants Have No Responsibility or Liability for Administration**

Except for the obligation to pay the Settlement Amount and provide the information and assistance contemplated by sections 15.3(1) and (2), none of the Releasees, the Defendants, or the Defendants' counsel shall have any responsibility for or any liability whatsoever with respect to the administration or implementation of the Agreement and Plan of Allocation, including, without limitation, the processing and payment of claims by the Administrator.



### **18.3 Headings, etc.**

- (1) In the Agreement:
  - (a) the division of the Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the Agreement;
  - (b) the terms “the Agreement”, “herein”, “hereto” and similar expressions refer to the Agreement and not to any particular section or other portion of the Agreement;
  - (c) unless otherwise indicated, all amounts referred to are in lawful money of Canada; and
  - (d) “person” means any legal entity including, but not limited to, individuals, corporations, sole proprietorships, general or limited partnerships, limited liability partnerships or limited liability companies.
- (2) In the computation of time in the Agreement, except where a contrary intention appears:
  - (a) where there is a reference to a number of days between two events, they shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
  - (b) only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

### **18.4 Governing Law**

- (1) The Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.
- (2) The Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of the Agreement. Issues related to the administration of the Agreement, the Escrow Account, and other matters not specifically related to the claim of a Québec Class Member shall be determined by the Ontario Court.
- (3) Notwithstanding Section 18.4(2), for matters relating specifically to the claim of a Québec Class Member or the Québec Action, the Québec Court, as applicable, shall apply the law of its own jurisdiction.

### **18.5 Entire Agreement**

The Agreement constitutes the entire agreement among the Parties and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of the Agreement, unless expressly incorporated herein. The Agreement may not be modified or amended except in writing and on consent of all Parties and any such modification or amendment must be approved by the Courts.

### **18.6 Binding Effect**

(1) If the Settlement is approved by the Courts and becomes final as contemplated in section 13, the Agreement shall be binding upon, and enure to the benefit of the Plaintiffs, the Class Members, the Defendants, the Releasees, the Releasors, the Contributing Parties and all of their respective heirs, executors, predecessors, successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made herein by the Defendants shall be binding upon all of the Releasees.

- (2) The person signing the Agreement represents and warrants (as applicable) that:
- (a) he/she has all requisite corporate power and authority to execute, deliver and perform the Agreement and to consummate the transaction contemplated hereby on his/her own behalf;
  - (b) the execution, delivery, and performance of the Agreement and the consummation of the Actions contemplated herein have been duly authorized by all necessary corporate action;
  - (c) the Agreement has been duly and validly executed and delivered by him/her and constitutes legal, valid, and binding obligations;
  - (d) he/she agrees to use his/her best efforts to satisfy all conditions precedent to the Effective Date.

**18.7 Survival**

The representations and warranties contained in the Agreement shall survive its execution and implementation.

**18.8 Negotiated Agreement**

The Agreement and the Settlement have been the subject of negotiations and many discussions among the Parties. Each of the undersigned has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafters of the Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of the Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of the Agreement.

**18.9 Confidentiality**

The Parties agree that prior to the filing of the First Motion or public disclosure of the Settlement by Concordia, whichever comes first: (1) this Settlement Agreement, its terms, and the Settlement Amount are and shall be treated as confidential and shall not be disclosed, described, or characterized to any other person, entity, publication or member of the media, except as may be required by law, judicial process, or order of a court, to enforce the terms of the Settlement Agreement, or as otherwise agreed by the Parties; and (2) any Party intending to disclose such information as may be required by law, judicial process or order of a court, will notify the other of its intention and give the non-disclosing party a reasonable opportunity to object. The Parties agree not to disclose the substance of the negotiations that led to this Settlement Agreement including the merits of any positions taken by any Party except as necessary to provide the Court with information necessary to consider approval of the Settlement. Notwithstanding the foregoing, any Defendant may disclose such information to a regulatory authority if it determines that disclosure is warranted.

**18.10 Recitals and Schedules**

- (1) The recitals and schedules to the Agreement are material and integral parts hereof and are fully incorporated into, and form part of, the Agreement.
- (2) The schedules to the Agreement are:

- (a) Schedule “A” – First Order
- (b) Schedule “B” – First Notice
- (c) Schedule “C” – Plan of Notice
- (d) Schedule “D” – Second Order
- (e) Schedule “E” – Second Notice
- (f) Schedule “F” – Plan of Allocation
- (g) Schedule “G” – Opt-Out Form

#### **18.11 Acknowledgements**

Each of the Parties hereby represents, affirms and acknowledges that:

- (a) he, she or its representative has the authority to bind the Party with respect to the matters set forth herein and has read and understood the Agreement;
- (b) the terms of the Agreement and the effects thereof have been fully explained to him, her or its representative by his, her or its counsel; and
- (c) he, she or its representative fully understands each term of the Agreement and its effect.

#### **18.12 Authorized Signatures**

(1) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, the Agreement on behalf of the Party for whom he or she is signing.

#### **18.13 Counterparts**

The Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same Agreement, and a facsimile signature shall be deemed an original signature for purposes of executing the Agreement.

#### **18.14 Translation**

The Parties acknowledge that they have required and consented that the Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. Nevertheless, a

French translation of the Agreement will be prepared, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of the Agreement, the English version shall govern.

**18.15 Notice**

Any notice, instruction, motion for court approval or motion for directions or court orders sought in connection with the Agreement or any other report or document to be given by any of the Parties to any of the other Parties shall be in writing and delivered personally, by facsimile or e-mail during normal business hours, or sent by registered or certified mail, or courier postage paid as follows:

**For the Plaintiffs and Class Counsel in the Ontario Action:**

**STROSBERG SASSO SUTTS LLP**

Lawyers  
1561 Ouellette Avenue  
Windsor, ON N8X 1K5

**JAY STROSBERG**

LSUC#: 47288F  
Tel: 519.561.6285  
Fax: 866.316.5308  
Email: [jay@strosbergco.com](mailto:jay@strosbergco.com)

**For the Plaintiff and Class Counsel in the Québec Action:**

**FAGUY & CO.**

Barristers & Solicitors Inc.  
329 de la Commune Street West, Suite 2000  
Montreal, QC H2Y 2E1

**SHAWN K. FAGUY**

Tel: 514.285.8100  
Fax: 514.285.8050  
Email: [sfaguy@faguyco.com](mailto:sfaguy@faguyco.com)

**MORGANTI & CO., P.C.**  
Barristers & Solicitors  
One Yonge Street, Suite 1506  
Toronto, ON M5E 1E5

**ANDREW MORGANTI**  
Tel: 647.344.1900  
Email: [amorganti@morgantilegal.com](mailto:amorganti@morgantilegal.com)

**For the Defendants in the Ontario and Québec Actions:**

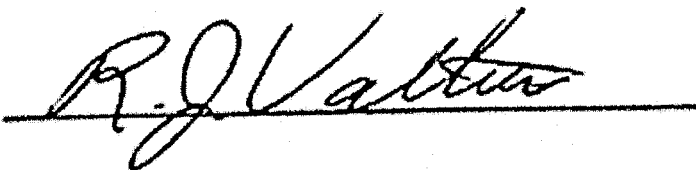
**NORTON ROSE FULBRIGHT CANADA LLP**  
Royal Bank Plaza, South Tower, Suite 3800  
200 Bay Street, P.O Box 84  
Toronto, ON M5J 2Z4

**LINDA FUERST**  
LSUC#: 22718U  
Tel: 416.216.2951  
Email: [linda.fuerst@nortonrosefulbright.com](mailto:linda.fuerst@nortonrosefulbright.com)

**DANNY URQUHART**  
LSUC#: 70779Q  
Tel: 416.216.1866  
Fax: 416.216.3930  
Email: [danny.urquhart@nortonrosefulbright.com](mailto:danny.urquhart@nortonrosefulbright.com)

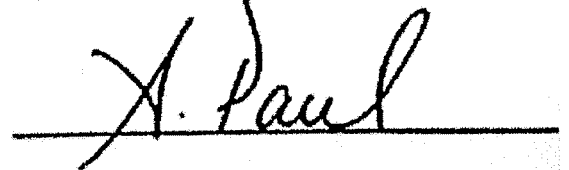
The Parties have executed the Agreement as of the date on the cover page.

**Ronald J. Valliere**



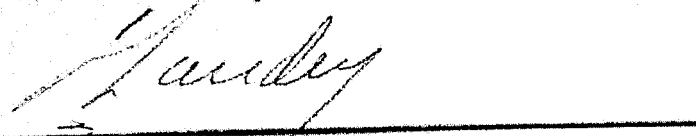
Handwritten signature of Ronald J. Valliere over a horizontal line.

**Shauntelle Paul**



Handwritten signature of Shauntelle Paul over a horizontal line.

**Robert Landry**



Handwritten signature of Robert Landry over a horizontal line.

Concordia International Corp.

Mark Thompson



By: \_\_\_\_\_

Name Francesco Tallarico  
Title Chief Legal Officer

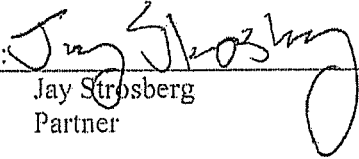
Adrian De Saldanha

\_\_\_\_\_

Strosberg Sasso Sutts LLP has executed the Agreement as of the date on the cover page to signify its consent to hold the Escrow Account on the terms provided in the Agreement and to be bound by the terms of the Agreement.

Strosberg Sasso Sutts LLP

By: \_\_\_\_\_

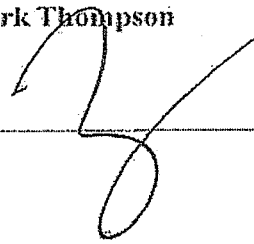
  
Jay Strosberg  
Partner

#1609039

Concordia International Corp.

Mark Thompson

By: \_\_\_\_\_  
Name  
Title

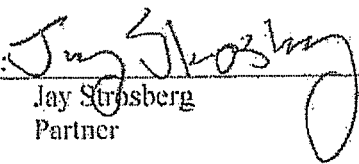
  
\_\_\_\_\_

Adrian De Saldanha

\_\_\_\_\_

Strosberg Sasso Sutts LLP has executed the Agreement as of the date on the cover page to signify its consent to hold the Escrow Account on the terms provided in the Agreement and to be bound by the terms of the Agreement.

Strosberg Sasso Sutts LLP

By:   
Jay Strosberg  
Partner



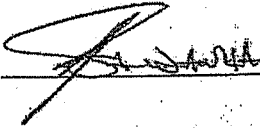
**Concordia International Corp.**

**Mark Thompson**

By: \_\_\_\_\_  
Name  
Title

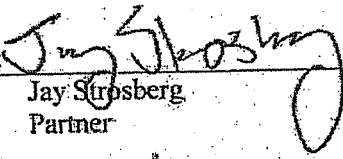
\_\_\_\_\_

**Adrian De Saldanha**

  
\_\_\_\_\_

Strosberg Sasso Sutts LLP has executed the Agreement as of the date on the cover page to signify its consent to hold the Escrow Account on the terms provided in the Agreement and to be bound by the terms of the Agreement.

**Strosberg Sasso Sutts LLP**

By:   
Jay Strosberg  
Partner

#1609039

# **Annexe "B"**

# NOTICE OF THE CERTIFICATION AND SETTLEMENT OF THE CONCORDIA SECURITIES CLASS ACTIONS

**Read this notice carefully as it may affect your rights.**

This notice is directed to all persons and entities, excluding certain persons associated with the Defendants, who acquired securities of Concordia International Corp., known as Concordia Healthcare Corp. prior to June 27, 2016 (“Concordia”) that are or were listed for trading on the TSX or on alternative trading platforms in Canada, during the period from November 12, 2015 to and including August 11, 2016 (the “Class Period”), and held some or all of those securities at the close of trading on August 11, 2016 (collectively, the “Class” or “Class Members”).

On December 22, 2016, a proposed class action was commenced on behalf of Quebec residents against Concordia and others in the Quebec Superior Court: *Landry v. Concordia International Corp., et al*, Court File Number 500-06-000834-164 (the “Quebec Action”). On October 19, 2017, a corresponding action was filed in the Ontario Superior Court of Justice on behalf of non-Quebec residents: *Valliere and Paul v. Concordia International Corp., et al*, Court File Number CV-17-584809-00CP (the “Ontario Action” and collectively, the “Actions”). The Plaintiffs in the Actions allege that the Defendants made misrepresentations and omissions of material facts relating to Concordia’s business practices and public filings and statements.

The settlement of the Actions, without an admission of liability on the part of the Defendants, was approved by Regional Senior Justice Morawetz of the Ontario Superior Court of Justice and The Honourable Justice Pierre-C. Gagnon S.C.J. of the Quebec Superior Court. This notice provides a summary of the settlement.

## SUMMARY OF THE SETTLEMENT TERMS

Concordia will pay USD \$13.9 million, in full and final settlement of all claims against it in both Actions. Class counsel fees, including out-of-pocket expenses and taxes, were fixed by the Courts as a first charge on the Settlement Amount in the amount of USD \$5,294,365.61. The settlement for the Class, less the lawyers’ interim fees and disbursements, administrator’s expenses, and taxes, will be distributed to the Class on a *pro rata* share in accordance with the Court-approved Plan of Allocation. The Settlement Agreement and Plan of Allocation may be viewed at [www.strosbergco.com/concordia](http://www.strosbergco.com/concordia) and [www.faguyco.com/concordia](http://www.faguyco.com/concordia). Distributions to the Québec Class Members will be subject to the levy for the “Fonds d’aide aux actions collectives” as provided for by applicable regulation.

## A CLAIM FOR COMPENSATION MUST BE MADE BY MARCH 19, 2019

**Each Class Member must submit a completed Claim Form on or before March 19, 2019 in order to participate in the settlement.**

**The Claim Form can be accessed or downloaded at [www.concordiasettlement.com](http://www.concordiasettlement.com) or obtained by calling the Administrator at 1-877-400-1211. If you do not submit a completed Claim Form by March 19, 2019, you will not receive any part of the net Settlement Amount.**

The Courts appointed Trilogy Class Action Services as the Administrator of the settlement to, among other things: (i) receive and process Claim Forms; (ii) decide eligibility for compensation; and (iii) distribute the net Settlement Amount to eligible Class Members. The Claim Form should be submitted to the Administrator by using the secure Online Claims System at [www.concordiasettlement.com](http://www.concordiasettlement.com) or by e-mail to [claims@concordiasettlement.com](mailto:claims@concordiasettlement.com). You may submit a paper Claim Form only if you do not have internet access. The paper Claim Form may be sent by mail or courier to:

Trilogy Class Action Services, Administrator, Concordia Class Action Administration  
7B Pleasant Blvd., P.O. Box 1022  
Toronto, Ontario, M4T 1K2  
Or by fax to: 1-416-342-1761

## TO OPT OUT OF THE CLASS ACTION

All Class Members will be bound by the terms of the settlement, unless they opt-out of their class action. Submitting an Opt-Out Form will exclude you from the lawsuit and you will not receive any compensation from the settlement in the Actions. The Opt-Out Form is available at [www.strosbergco.com/concordia](http://www.strosbergco.com/concordia), [www.faguyco.com/concordia](http://www.faguyco.com/concordia) or by calling 1-877-400-1211.

### Quebec Action:

You are a member of the Quebec Action if you are a Quebec-based person or entity who, during the Class Period acquired securities of Concordia that are or were listed for trading on the TSX or on alternative trading platforms in Canada, and held some or all such securities at the close of August 11, 2016.

Members of the Quebec Action wishing to opt-out of the class action must send a completed Opt-Out Form to both:

Greffier de la Cour supérieure du Québec Palais de justice de Montréal Dossier no : 500-06-00834-164, 1 rue Notre-Dame Est, room 1.120 Montréal, Québec H2Y 1B6	Gregory D. Wigglesworth Kirwin Partners LLP 423 Pelissier Street Windsor, ON N9A 4L2 fax: 519-790-0034 email: <a href="mailto:concordia@kirwinpartners.com">concordia@kirwinpartners.com</a> Attention: Concordia Class Action
---	--

The Opt-Out Form must be received on or before January 3, 2019 at 5:00 pm eastern time.

### Ontario Action:

You are a member of the Ontario Action if you are not a Quebec-based person or entity who, during the Class Period acquired securities of Concordia that are or were listed for trading on the TSX or on alternative trading platforms in Canada, and held some or all such securities at the close of trading in August 11, 2016.

Members of the Ontario Action wishing to opt-out of the class action must send a completed Opt-Out Form to:

Gregory D. Wigglesworth  
Kirwin Partners LLP  
423 Pelissier Street  
Windsor, ON N9A 4L2  
Fax: 519-790-0034, Email: [concordia@kirwinpartners.com](mailto:concordia@kirwinpartners.com)  
Attention Concordia Class Action

The Opt-Out Form must be received on or before January 3, 2019 at 5:00 pm eastern time.

## **QUESTIONS**

Questions for the Class Members' lawyers may be directed to:

### **FOR CLASS MEMBERS OF THE ONTARIO CLASS ACTION:**

Jay Strosberg  
**Strosberg Sasso Sutts LLP**  
1561 Ouellette Avenue  
Windsor, ON N8X 1K5  
Tel: 519.561.6296  
Fax: 866.316.5308

Hadi Davarinia  
**Morganti & Co., P.C.**  
One Yonge Street, Suite 1506  
Toronto, ON M5E 1E5  
Tel: 647.344.1900 x5  
Fax: 416.352.7638

### **FOR CLASS MEMBERS OF THE QUEBEC CLASS ACTION:**

Shawn Faguy  
**Faguy & Co.**  
329 de la Commune West, Suite 200  
Montreal, PQ H2Y 2E1  
Tel: 514.285.8100 x225  
Fax: 514.285.8050

**This notice has been approved by the Courts. Questions about matters  
in this notice should NOT be directed to the Courts.**

## AVIS D'AUTORISATION ET DE RÈGLEMENT DES ACTIONS COLLECTIVES CONTRE CONCORDIA INTERNATIONAL CORP.

**Lisez cet avis attentivement car il pourrait avoir une incidence sur vos droits.**

Cet avis s'adresse à toutes personnes et entités, à l'exclusion de certaines personnes associés aux Défendeurs, qui ont acquis des titres de Concordia International Corp., faisant affaire sous la dénomination sociale Concordia Healthcare Corp. avant le 27 juin 2016, ("Concordia") inscrits ou qui étaient inscrits à la TSX ou sur une plateforme de négociation alternative au Canada durant la période du 12 novembre 2015 au 11 août 2016 inclusivement ("Période") et qui détenaient une portion ou la totalité de ses titres à la fermeture des marchés le 11 août 2016 (collectivement, le "Groupe" ou les "Membres du Groupe").

Le 22 décembre 2016, une action collective putative a été intentée au nom de tous les résidents québécois contre Concordia et al. devant la Cour supérieure du Québec: *Landry v. Concordia International Corp., et al*, numéro de dossier 500-06-000834-164 ("Action Collective Québécoise"). Le 19 octobre 2017, une action collective putative similaire a été intentée devant la Cour supérieure de l'Ontario au nom de tous les actionnaires canadiens de Concordia à l'exclusion des résidents québécois: *Valliere and Paul v. Concordia International Corp., et al*, numéro de dossier CV-17-584809-00CP ("Action Collective Ontarienne") (collectivement, les "Actions Collectives"). Les Demandeurs dans les Actions Collectives allèguent que les Défendeurs ont fait des déclarations fausses et trompeuses et ont omis de déclarer des faits importants en lien avec les pratiques commerciales de Concordia dans le cadre de ses documents et déclarations publiques.

Le règlement des Actions Collectives, sans aucune admission de responsabilité de la part des Défendeurs, a été approuvé par l'Honorable juge Morawetz, juge principal régional de la Cour supérieure de l'Ontario ainsi que par l'Honorable juge Pierre-C. Gagnon, juge de la Cour supérieure du Québec. Cet avis contient un sommaire dudit règlement.

### SOMMAIRE DES TERMES DU RÈGLEMENT

Concordia paiera 13 900 000,00\$ US à titre de règlement total et final de toutes réclamations intentées contre elle dans le cadre des Actions Collectives. Les honoraires d'avocats, incluant les débours et les taxes, ont été fixés par les tribunaux à titre de charge de premier rang sur le Montant du Règlement dans l'ordre de US 5 294 365,61\$. Le règlement pour les Membres du Groupe, déduction faite des honoraires intérimaire d'avocats, débours, dépenses de l'administrateur et taxes, sera distribué aux Membres au *pro rata* de leur quote-part conformément au Plan d'Allocation approuvé par les tribunaux. L'Entente de Règlement et le Plan d'Allocation peuvent être consultés en ligne à [www.strosbergco.com/concordia](http://www.strosbergco.com/concordia) et à [www.faguyco.com/concordia](http://www.faguyco.com/concordia). Les distributions aux Membres de l'Action Collective Québécoise seront assujetties aux redevances dues au Fonds d'aide aux actions collectives tel que prévu par la réglementation applicable.

### TOUTE RÉCLAMATION DOIT ÊTRE REÇUE AVANT LE 19 MARS 2019

**Chaque Membre du Groupe doit soumettre un Formulaire de réclamation dûment complété le ou avant le 19 mars 2019 afin de participer au règlement.**

**Le Formulaire de réclamation peut être téléchargé en ligne à [www.concordiasettlement.com](http://www.concordiasettlement.com) ou obtenu en appelant l'Administrateur au 1-877-400-1211. Si vous ne soumettez pas un Formulaire de réclamation dûment complété avant le 19 mars 2019, vous ne recevrez aucune portion du Montant de Règlement net.**

Les tribunaux ont nommé Trilogy Class Action Services à titre d'Administrateur du règlement notamment afin de (i) recevoir et traiter les Formulaires de réclamation, (ii) décider de l'admissibilité des réclamations et (iii) distribuer le Montant de Règlement net aux Membres éligibles. Le Formulaire de réclamation devrait être soumis à l'Administrateur en utilisant le système de Réclamations Sécurisé En Ligne à [www.concordiasettlement.com](http://www.concordiasettlement.com) ou par courriel à [claims@concordiasettlement.com](mailto:claims@concordiasettlement.com). Vous pouvez soumettre un Formulaire de réclamation sous forme papier uniquement si vous n'avez pas accès à internet. Le Formulaire de réclamation papier peut être transmis par courrier ou messenger à:

Trilogy Class Action Services, Administrateur, Actions collectives Concordia  
7B Pleasant Blvd., P.O. Box 1022  
Toronto, Ontario, M4T 1K2  
ou par fax au 1-416-342-1761,

### **POUR S'EXCLURE DES ACTIONS COLLECTIVES**

Tous les Membres du Groupe seront liés par les termes du règlement à moins qu'ils s'excluent de leur action collective respective. En soumettant un Formulaire d'exclusion, vous serez exclus de la présente poursuite et ne recevrez aucune compensation provenant du règlement des Actions Collectives. Le Formulaire d'exclusion est disponible en ligne à [www.strosbergco.com/concordia](http://www.strosbergco.com/concordia), [www.faguyco.com/concordia](http://www.faguyco.com/concordia) ou en composant le 1-877-400-1211.

#### **Action collective Québécoise**

Vous êtes un membre de l'Action Collective Québécoise si vous êtes une personne ou entité résidant au Québec qui, durant la Période, a acquis des titres de Concordia inscrits à la TSX ou sur une plateforme de négociation alternative au Canada et qui détenait une portion ou la totalité de ces titres à la fermeture des marchés le 11 août 2016.

Les Membres de l'Action Collective Québécoise qui désirent s'exclure de cette action collective doivent soumettre un Formulaire d'exclusion aux deux (2) adresses suivantes :

<p>Greffier de la Cour supérieure du Québec Palais de justice de Montréal Dossier no : 500-06-00834-164, 1 rue Notre-Dame Est, salle 1.120 Montréal, Québec, H2Y 1B6</p>	<p>Gregory D. Wrigglesworth Kirwin Partners LLP 423 Pelissier Street Windsor, ON N9A 4L2 fax: 519-790-0034 courriel: <a href="mailto:concordia@kirwinpartners.com">concordia@kirwinpartners.com</a> À l'attention de: Actions Collectives Concordia</p>
--	---

Le Formulaire d'exclusion doit être reçu à ces deux (2) adresses avant 17h EST le 3 janvier 2019.

#### **Action collective Ontarienne**

Vous êtes un membre de l'Action Collective Ontarienne si vous n'êtes pas une personne ou entité résidant au Québec et si vous avez acheté des titres de Concordia inscrits à la TSX ou sur une plateforme de négociation alternative au Canada et détenu une portion de la totalité de ces titres à la fermeture des marchés le 11 août 2016.

Les Membres de l'Action Collective Ontarienne qui désirent s'exclure de cette action collective doivent soumettre un Formulaire d'Exclusion à :

Gregory D. Wrigglesworth  
Kirwin Partners LLP  
423 Pelissier Street  
Windsor, ON N9A 4L2  
Fax: 519-790-0034, courriel: [concordia@kirwinpartners.com](mailto:concordia@kirwinpartners.com)  
À l'attention de: Actions Collectives Concordia

Le Formulaire d'exclusion doit être reçu à cette adresse avant 17h EST le 3 janvier 2019.

### QUESTIONS

Toutes questions pour les avocats des Membres des Actions Collectives peuvent être adressées à

#### POUR LES MEMBRES DE L'ACTION COLLECTIVE ONTARIENNE :

Jay Strosberg  
**Strosberg Sasso Sutts LLP**  
1561 Ouellette Avenue  
Windsor, ON N8X 1K5  
Tel: 519.561.6296  
Fax: 866.316.5308

Hadi Davarinia  
**Morganti & Co., P.C.**  
One Yonge Street, Suite 1506  
Toronto, ON M5E 1E5  
Tel: 647.344.1900 poste 5  
Fax: 416.352.7638

#### POUR LES MEMBRES DE L'ACTION COLLECTIVE QUÉBÉCOISE :

Shawn Faguy  
**Faguy & Co.**  
329 de la Commune Ouest, Suite 200  
Montréal, QC H2Y 2E1  
Tel: 514.285.8100 poste 225  
Fax: 514.285.8050

**Cet avis a été approuvé par les tribunaux. Toutes questions quant aux sujets abordés dans cet avis ne devraient PAS être adressées aux tribunaux.**



# **Annexe "C"**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**RONALD J. VALLIERE and SHAUNTELLE PAUL**

Plaintiffs

- and -

**CONCORDIA INTERNATIONAL CORP., MARK THOMPSON  
and ADRIAN DE SALDANHA**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**PLAN OF NOTICE**

1. The First Notice shall be disseminated as follows:
  - (a) Class Counsel shall publish the First Notice in English in at least ¼ page size in the business/legal section of The National Post and the Gazette;
  - (b) Class Counsel shall publish the First Notice in French online in La Presse;
  - (c) Class Counsel shall disseminate a press release advising of the settlement and the procedure to object to the settlement;
  - (d) Class Counsel shall post the First Notice in English and French on the website at [www.strosbergco.com/concordia](http://www.strosbergco.com/concordia) and [www.faguyco.com/concordia](http://www.faguyco.com/concordia); and
  - (e) Concordia shall post the First Notice in English and French in the investor relations section of [www.concordia.com](http://www.concordia.com).
2. The Second Notice shall be disseminated as follows:
  - (a) Class Counsel shall publish the Second Notice in English in at least ¼ page size in the business/legal section of The National Post and the Gazette;
  - (b) Class Counsel shall publish the Second Notice in French online in La Presse;

- (c) Class Counsel shall disseminate a press release advising of the certification, settlement approval, how to file a claim form and how to opt-out of the action;
- (d) Class Counsel shall post the Second Notice in English and French on the website at [www.strosbergco.com/concordia](http://www.strosbergco.com/concordia) and [www.faguyco.com/concordia](http://www.faguyco.com/concordia); and
- (e) Concordia shall post the Second Notice in English and French in the investor relations section of [www.concordia.com](http://www.concordia.com).

# **Annexe "D"**

## PLAN OF ALLOCATION

### THE DEFINED TERMS

1. The definitions set out in the settlement agreement reached between the Plaintiffs and Defendants dated July 30, 2018 (“**Agreement**”), except as modified or defined herein, apply to and are incorporated into this Plan of Allocation:
  - (a) “**Acquisition Expense**” means the total monies paid by the Claimant (including brokerage commissions) to acquire Qualified Shares;
  - (b) “**Authorized Claimant**” means a Class Member who: (i) submitted a properly completed Claim Form and all required supporting documentation to the Administrator prior to the Claims Bar Deadline; and (ii) is eligible to receive a Distribution from the Compensation Fund;
  - (c) “**Claimant**” means a Class Member who submits a properly completed Claim Form and all required supporting documentation to the Administrator, on or before the Claims Bar Deadline;
  - (d) “**Class Period**” means the period from November 12, 2015 to and including August 11, 2016;
  - (e) “**Compensation Fund**” means the Settlement Amount less Class Counsel Fees, Administration Expenses and Honoraria;
  - (f) “**Concordia**” means Concordia International Corp., known as Concordia Healthcare Corp. prior to June 27, 2016 and, as the context may require, includes its subsidiaries and affiliates;
  - (g) “**Court(s)**” means the Ontario Superior Court of Justice and/or the Superior Court of Quebec, as the context may indicate;

- (h) “**Database**” means the web-based database in which the Administrator stores information received from the Claimants and/or acquired through the claims process;
- (i) “**Distribution**” means payment to Authorized Claimants in accordance with this Plan of Allocation, the Agreement and any order of the Courts;
- (j) “**Distribution List**” means a list containing the name and address of each Authorized Claimant, the calculation of his/her/its net loss and the calculation of the Authorized Claimant’s *pro rata* share of the Compensation Fund;
- (k) “**Escrow Account**” means the trust account holding the Compensation Fund and used by the Administrator to make the Distribution in accordance with this Plan of Allocation;
- (l) “**Fonds d’aide**” means the Fonds d’aide aux actions collectives;
- (m) “**Honoraria**” means one-time payments of \$10,000 from the Compensation Fund to each of the representative plaintiffs (Ronald J. Valliere, Shauntelle Paul and Robert Landry), subject to the approval of the applicable Court;
- (n) “**Maximum Entitlement**” means an Authorized Claimant’s actual loss on Qualified Shares, as calculated pursuant to the formula set forth in paragraph 6 herein;
- (o) “**Pro Rata Distribution**” means the Distribution per Qualified Share;
- (p) “**Qualified Shares**” means Shares purchased or acquired during the Class Period and held until after August 12, 2016;
- (q) “**Reference**” means the procedure by which a Claimant who disagrees with the Administrator’s decision relating to eligibility for compensation, the

determination of the number of Qualified Shares, or the amount of the Nominal Entitlement, may appeal the Administrator's decision and have it reviewed by the Referee;

- (r) **"Settlement Amount"** means \$13,900,000 U.S. dollars, inclusive of the Administration Expenses, Class Counsel Fees, interest, taxes and any other costs or expenses related to the Actions or the Settlement;
- (s) **"Shares"** means securities of Concordia that are or were listed for trading on the TSX or on alternative trading platforms in Canada; and
- (t) **"Website"** means the website at [www.●.com](http://www.●.com).

#### **THE OVERVIEW**

2. This Plan of Allocation contemplates a determination of eligibility and an allocation and Distribution to each Authorized Claimant of a share of the Compensation Fund calculated on the basis of the calculation set forth herein, up to the Maximum Entitlement for each Authorized Claimant.

#### **CALCULATION OF THE DISTRIBUTION AND MAXIMUM ENTITLEMENT**

3. The Distribution for each Authorized Claimant will be calculated by the Administrator by dividing the Compensation Fund by the total number of Qualified Shares for all Authorized Claimants to arrive at a per Qualified Share distribution amount defined herein as the "*Pro Rata* Distribution";
4. The Administrator will then multiply the *Pro Rata* Distribution by the number of Qualified Shares held by an Authorized Claimant to arrive at the Distribution to be paid to each Authorized Claimant;

5. In no event shall an Authorized Claimant receive a Distribution greater than his/her/its Maximum Entitlement;
6. The Maximum Entitlement shall be calculated as follows:
  - (a) For Qualified Shares disposed of on or before the 10<sup>th</sup> trading day after the public correction (August 25, 2016), the difference between the average price paid for those Qualified Shares (including any commissions paid in respect thereof) and the price received upon the disposition of those Qualified Shares (without deducting any commissions paid in respect of the disposition);
  - (b) For Qualified Shares not disposed of on or before the 10<sup>th</sup> trading day after the public correction (August 25, 2016), the lesser of:
    - i. An amount equal to the difference between the average price paid for those Qualified Shares (including any commissions paid in respect thereof) and the price received upon the disposition of those Qualified Shares (without deducting any commissions paid in respect of the disposition); and
    - ii. An amount equal to the number of Qualified Shares disposed of by an Authorized Claimant, multiplied by the difference between the average price paid for those Qualified Shares (including any commissions paid in respect thereof determined on a per security basis) and the ten-day volume-weighted average trading price for those Qualified Shares following the public correction on August 12, 2016.



**GENERAL PRINCIPLES OF THE ADMINISTRATION OF THE SETTLEMENT**

7. The administration process to be established shall:
  - (a) implement and conform to the Plan of Allocation;
  - (b) employ secure, paperless, web-based systems with electronic registration and record keeping, wherever practical; and
  - (c) be bilingual (English, French) in all respects and include a bilingual website and a bilingual toll-free telephone helpline.

**THE ADMINISTRATOR**

8. The Administrator shall have such powers and rights reasonably necessary to discharge its duties and obligations to implement and administer the Escrow Account and the Plan of Allocation in accordance with their terms, subject to the direction of the Courts.

**THE ADMINISTRATOR'S DUTIES AND RESPONSIBILITIES**

9. The Administrator shall administer the Plan of Allocation under the oversight and direction of the Courts and act as trustee in respect of the monies held within the Escrow Account upon receipt from Class Counsel.
10. The Administrator shall, wherever practical, develop, implement and operate an administration system utilizing web-based technology and other electronic systems for the following:
  - (a) receipt of information from Computershare and/or TMX Equity Transfer Services or Broadridge Financial Solutions Inc. concerning the identity and contact information of registered holders or beneficial owners of Shares, respectively;
  - (b) Class notification, as required;

- (c) claim filing and document collection;
- (d) claim evaluation, analysis, and Reference procedures;
- (e) distribution analysis and Distributions;
- (f) cy près award distribution, if any, and reporting thereon;
- (g) Administration Expense payments; and
- (h) cash management, audit control and reporting thereon.

11. The Administrator's duties and responsibilities shall include the following:

- (a) receiving the monies in the Escrow Account from Strosberg Sasso Sutts LLP and investing them in trust in accordance with the Agreement;
- (b) paying the levy to the Fonds d'aide based on the applicable regulation;
- (c) preparing any protocols required for submission to and approval of the Courts;
- (d) providing notice of (i) the Second Motion, namely that the action has been certified for settlement purposes and the Settlement was approved, and (ii) details of how, where, and by when to submit completed Claim Forms;
- (e) providing the hardware, software solutions and other resources necessary for an electronic web-based bilingual claims processing centre to function in a commercially-reasonable manner;
- (f) providing, training and instructing personnel in such reasonable numbers as are required for the performance of its duties in the most expedient, commercially reasonable manner;
- (g) developing, implementing and operating electronic web-based systems and procedures for receiving, processing, evaluating and decision-making respecting

the claims of Class Members, including making all necessary inquiries to determine the validity of such claims;

- (h) if practicable, providing any Claimant whose Claim Form is not properly completed or does not include some of the required supporting documentation, an opportunity to remedy the deficiency as stipulated in the Agreement;
- (i) making timely assessments of eligibility for compensation and providing prompt notice thereof;
- (j) paying all taxes accruing on the interest earned in the Escrow Account and adding that interest (net of taxes) to the Compensation Fund;
- (k) making Distributions from the Compensation Fund in a timely fashion;
- (l) dedicating sufficient personnel to communicate with a Claimant in English or French as the Claimant elects;
- (m) using its best efforts to ensure that its personnel provide timely, helpful and supportive assistance to Claimants in completing the claims application process and in responding to inquiries respecting claims;
- (n) preparing for, attending and defending its decisions at all References;
- (o) distributing and reporting on any cy près awards;
- (p) making payments of Administration Expenses;
- (q) maintaining a Database with all information necessary to permit the Courts to evaluate the progress of the administration, as may, from time to time, be required;
- (r) reporting to the Courts respecting claims received and administered, and Administration Expenses; and
- (s) preparing such financial statements, reports and records as directed by the Courts.

12. The Administrator shall pay the levy to the Fonds d'aide based on applicable regulation and on the basis that the Quebec class represents 23% of Class Members.
13. The Administrator shall pay all of the costs and expenses reasonably and actually incurred in connection with the provision of notices, locating Class Members for the sole purpose of providing notice to them, soliciting Class Members to submit a Claim Form, including the notice expenses reasonably and actually incurred by the Administrator and brokerage firms in connection with the provision of notice of this Settlement to Class Members (provided, however, that the Administrator shall not pay in excess CAD\$30,000.00 in the aggregate to all brokerage firms and, if the aggregate amount claimed by such brokerage firms exceeds CAD\$30,000.00, then the Administrator shall distribute the sum of CAD\$10,000.00 to such brokerage firms on a pro rata basis).
14. The Administrator shall cause the information in the Database to be secured and accessible from the Website to an individual with a user identification name and password.
15. Information in the Database concerning a claim shall be accessible to the Claimant electronically. Each Claimant shall use a unique personal user identification name and personal password that will permit the Claimant to access only his/her/its own information in the Database.
16. Once a Claim Form and required supporting documentation is received by the Administrator, the Administrator shall:
  - (a) determine the number of Qualified Shares;
  - (b) decide whether the Claimant is eligible to participate in the Distribution;
  - (c) calculate the Pro Rata Distribution; and

- (d) calculate the Maximum Entitlement for each Authorized Claimant.
17. Once the Administrator determines a Claimant's Authorized Claimant status, the respective number of his, her or its Qualified Shares and his, her or its *Pro Rata* Distribution from the Compensation Fund, the Administrator shall advise the Claimant of the Administrator's decision by posting it on the Claimant's online claim file.
18. The Administrator may deal with Claimants in a manner that is not through an electronic medium, as and when it determines that such a step is feasible and/or necessary. However, in all cases the information acquired concerning Claimants shall be entered into the Database.
19. A decision of the Administrator in respect of a claim and any Claimant's entitlement to participate in or receive a share of the Distribution, subject to the Claimant's right to elect to refer the decision to the Referee for review, will be final and binding upon the Claimant and the Administrator.

#### **THE REFEREE**

20. The Referee shall have such powers and rights as are reasonably necessary to discharge his or her duties and obligations.
21. The Referee shall establish and employ a summary procedure to review any disputes arising from a decision of the Administrator, and may enter into such mediation and arbitration proceedings as the Referee may deem necessary.
22. All decisions of the Referee shall be in writing and shall be final and conclusive and there shall be no appeal therefrom whatsoever.

**THE PROCEDURE FOR REFERENCE**

23. If a Claimant disagrees with the Administrator's decision relating to eligibility to share in the Distribution, the determination of the number of Qualified Shares, or the amount of his/her/its Maximum Entitlement, a Claimant may elect a Reference by the Referee by delivering a written election for review to the Administrator within fifteen (15) days of receipt of the Administrator's decision.
24. The election for a Reference must set out the basis for the disagreement with the Administrator's decision and attach all documents relevant to the review which have not previously been delivered to the Administrator. This election for a Reference must be accompanied by a certified cheque or money order, payable to the Administrator, in the amount of \$150.
25. Upon receipt of an election for a Reference, the Administrator shall provide the Referee with online access to a copy of:
  - (a) the election for a Reference and accompanying documents;
  - (b) the Administrator's decision on eligibility, the number of Qualified Shares and its calculation of the Maximum Entitlement, as applicable; and
  - (c) the Claim Form and supporting documents.
26. The Referee will carry out the Reference in an inexpensive, summary manner. The Referee will provide all necessary procedural directions and the review will be in writing unless the Referee provides otherwise.
27. The Administrator shall participate in the process established by the Referee to the extent directed by the Referee.

28. The Referee shall deliver a written decision to the Claimant and the Administrator. If the Referee disturbs the Administrator's decision relating to eligibility to share in the Distribution, the number of Qualified Shares or his/her/its Maximum Entitlement, the Administrator shall return the \$150 deposit to the Claimant. If the Referee does not disturb the Administrator's decision, the Administrator shall add the \$150 to the Compensation Fund.

**ADMINISTRATION EXPENSES**

29. The Administrator shall pay the fees, disbursements, taxes, levies, and other costs of:
- (a) the Administrator;
  - (b) the Referee;
  - (c) the Fonds d'aide; and
  - (d) such other persons at the direction of the Courts.
- out of the Settlement Amount in accordance with the provisions of the Agreement, the Second Order and any other orders of the Courts.
30. The costs of giving the notices required pursuant to the Second Order and the Plan of Allocation are not to be paid by the Administrator from its fee.

**DISTRIBUTION TO AUTHORIZED CLAIMANTS**

31. As soon as practicable after the completion of the claims submission and election for review process, the Administrator will bring a motion to the Courts for authorization to make Distributions from the Compensation Fund. In support of this motion, the Administrator will file the Distribution List with the Courts in a manner that protects the privacy of persons on the Distribution List.

32. No Distribution shall be made by the Administrator until authorized by the Courts.
33. No Distribution shall be made by the Administrator in respect of any amount under \$5, and the name(s) of the Authorized Claimant(s) with claims under this amount shall be excluded from the Distribution List in respect of such claims.
34. The Administrator may make interim Distributions if authorized by the Courts.
35. Each Authorized Claimant whose name appears on the Distribution List shall comply with any condition precedent to Distribution that the Courts may impose.
36. The Administrator shall make Distributions from the Compensation Fund forthwith after receipt of authorization from the Courts to make Distributions to the Authorized Claimants whose names are on the Distribution List.
37. If the Escrow Account is in a positive balance (whether by reason of tax refunds, uncashed cheques or otherwise) in an amount greater than 10% of the net Settlement Amount after one hundred eighty (180) days from the date of Distribution of the Compensation Fund to the Authorized Claimants, the Administrator shall allocate such balance among Authorized Claimants whose names are on the Distribution List in an equitable fashion up to the limit of each person's actual loss. The Administrator may wait until a CRA T-5 tax slip for investment income is issued by the Schedule One bank in respect of the Escrow Account before making this second distribution. If there is a balance in the Escrow Account after each Authorized Claimant is paid up to his/her/its actual loss, the remaining funds shall be paid *cy près* to a recipient selected by Class Counsel and approved by the applicable Court or Courts, after the levy to the Fonds d'aide is paid based on applicable regulation and on the basis that the Quebec class represents 23% of Class Members.



**RESTRICTION ON CLAIMS**

38. Any Class Member who does not submit a Claim Form and required supporting documentation with the Administrator on or before the Claims Bar Deadline, will not be permitted to participate in the Distribution without permission of the applicable Court. The Administrator will not accept or process any Claim Form received after the Claims Bar Deadline unless directed to do so by the applicable Court.

**NO ASSIGNMENT**

39. No amount payable under this Plan of Allocation may be assigned without the written consent of the Administrator.

**ADMINISTRATOR'S FINAL REPORT TO THE COURTS**

40. Upon the conclusion of the administration, or at such other time as the Courts direct, the Administrator shall report to the Courts on the administration and shall account for all monies it has received, administered and disbursed by Distribution or otherwise, and may obtain an order from the Courts discharging it as Administrator.

# **Annexe "E"**



I understand that by opting out of the Concordia Canadian Class Action, I **will not be eligible / the organization that I represent will not be eligible** for any benefit that may be available to the Class.

I also understand that by opting-out, I will need to pursue an individual action to obtain indemnification for damages suffered and that **any such individual action will be brought at my expense.**

I, \_\_\_\_\_ (print the name of the actual or beneficial owner of the shares), **OPT OUT FROM THE CONCORDIA CANADIAN CLASS ACTION** and wish to be excluded from this class action.

I wish to opt out from this class action for the following reason(s) (optional):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_ (print your full name), **CERTIFY** that the information provided herein is complete and true.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**In order to validly opt out, you must complete and send this Opt-Out Form by no later than 5:00 p.m. E.S.T. on January 3, 2019.**

**If you are a resident of Québec, deliver your duly executed Opt-Out Form to both:**

Greffier de la Cour supérieure du Québec  
Palais de justice de Montréal  
Dossier no.: 500-06-000713-145  
1 Notre-Dame St. Est, room 1.120,  
Montréal, Québec  
H2Y 1B6

Concordia Class Action  
c/o Gregory D. Wigglesworth  
423 Pelissier Street  
Windsor, Ontario  
N9A 4L2  
Fax: 519-790-0034  
Email: [concordia@kirwinpartners.com](mailto:concordia@kirwinpartners.com).

**If you are not a resident of Quebec, deliver your duly executed Opt-Out Form by prepaid mail, courier, fax or email to:**

Concordia Class Action  
c/o Gregory D. Wigglesworth  
423 Pelissier Street  
Windsor, Ontario  
N9A 4L2  
Fax: 519-790-0034  
Email: [concordia@kirwinpartners.com](mailto:concordia@kirwinpartners.com).



Je comprends qu'en m'excluant de l'action collective canadienne contre Concordia, **je ne serai pas éligible / l'organisation que je représente ne sera pas éligible** à recevoir quelque bénéfice que ce soit découlant de l'action collective.

Je comprends aussi qu'en m'excluant, je devrai tenter une action individuelle afin d'être indemnisé pour les dommages subis et que **toute action individuelle sera intentée à mes frais.**

Je, \_\_\_\_\_ (indiquer le nom du propriétaire actuel ou bénéficiaire des actions), **M'EXCLUS DE L'ACTION COLLECTIVE CANADIENNE CONTRE CONCORDIA** et désire être exclu de cette action collective.

Je désire m'exclure de cette action collective pour la/les raison(s) qui suit/suivent (*facultatif*):

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Je, \_\_\_\_\_ (indiquer le nom complet), **CERTIFIE** que l'information fournie dans le présent formulaire est complète et vraie.

\_\_\_\_\_ Date

\_\_\_\_\_ Signature

**Afin d'être valablement exclu, vous devez compléter et soumettre ce Formulaire d'exclusion avant 17h00 E.S.T. le 3 janvier 2019.**

**Si vous êtes un résident du Québec, veuillez transmettre votre Formulaire d'exclusion dûment complété aux deux (2) adresses suivantes :**

Greffier de la Cour supérieure du Québec  
Palais de justice de Montréal  
Dossier no.: 500-06-000713-145  
1 rue Notre-Dame Est, salle 1.120,  
Montréal, Québec  
H2Y 1B6

Action Collective  
À l'attention de: Gregory D. Wigglesworth  
423 rue Pelissier  
Windsor, Ontario  
N9A 4L2  
Télécopieur: 519-790-0034  
courriel: [concordia@kirwinpartners.com](mailto:concordia@kirwinpartners.com).

**Si vous n'êtes pas un résident du Québec, veuillez transmettre votre Formulaire d'exclusion dûment complété par courrier affranchi, messenger, télécopieur ou courriel à:**

Action Collective Concordia  
À l'attention de: Gregory D. Wigglesworth  
423 rue Pelissier  
Windsor, Ontario  
N9A 4L2  
Télécopieur: 519-790-0034  
Courriel: [concordia@kirwinpartners.com](mailto:concordia@kirwinpartners.com).

# **Annexe "F"**

Claim Form must be postmarked, emailed, faxed or submitted  
electronically (on-line portal)  
by  
11:59 pm on March 19, 2019

**CLAIM FORM**

**Concordia International Corp.  
Canadian Securities Litigation Class Action Settlement**

**Ronald J. Valliere and Shauntelle Paul**

**v.**

**Concordia International Corp., Mark Thompson and Adrian de Saldanha**

Ontario Superior Court of Justice ~ Court File Number CV-17-584809-00 CP

*and*

***Robert Landry***

**v.**

***Concordia International Corp., Mark Thompson and Adrian de Saldanha***

Québec Superior Court of Justice ~ Court File Number 500-06-000834-164

**Trilogy Class Action Services**

**Administrator**

**Concordia Class Action Administration**

**7B Pleasant Blvd,**

**P.O. Box 1022,**

**Toronto, Ontario,**

**M4T 1K2**

**Phone: 1-877-400-1211**

**Fax: 1-416-342-1761**

**Email: [claims@concordiasettlement.com](mailto:claims@concordiasettlement.com)**

**Website: [www.concordiasettlement.com](http://www.concordiasettlement.com)**



**Concordia Canadian Securities Class Action Claims Administration  
CLAIM FORM**

Claim Form must be postmarked, emailed, faxed or submitted  
electronically (on-line portal)  
by  
11:59 pm on March 19, 2019

**Please Type or Print**

**CLAIMANT IDENTIFICATION**

*The Claims Administrator will use this information for all communications regarding your Claim Form. If this information changes, you MUST notify the claims administrator in writing at the address above.*

**Beneficial Owner's Name ( as the name(s) should appear on check, if eligible for payment)**

**Street Address:**

**City:**

**Province or State:**

**Postal or  
Zip Code:**

**Country:**

**Telephone Number (work)**

**Telephone Number (home)**

**Individual**

**Corporation/Other**

**Email Address:**

**CALCULATION OF THE DISTRIBUTION AND MAXIMUM ENTITLEMENT**

The Distribution for each Authorized Claimant will be calculated by the Administrator by dividing the Compensation Fund by the total number of Qualified Shares for all Authorized Claimants to arrive at a per Qualified Share distribution amount defined herein as the "Pro Rata Distribution";

The Administrator will then multiply the Pro Rata Distribution by the number of Qualified Shares held by an Authorized Claimant to arrive at the Distribution to be paid to each Authorized Claimant;

In no event shall an Authorized Claimant receive a Distribution greater than his/her/its Maximum Entitlement;

**The Maximum Entitlement shall be calculated as follows:**

- (a) **For Qualified Shares disposed of on or before the 10<sup>th</sup> trading day after the public correction (August 25, 2016), the difference between the average price paid for those Qualified Shares (including any commissions paid in respect thereof) and the price received upon the disposition of those Qualified Shares (without deducting any commissions paid in respect of the disposition);**

<b>A. Number of Qualified Shares disposed of on or before the 10<sup>th</sup> trading day after the public correction (August 25, 2016) "A"</b>	
<b>B. The average price paid for Qualified Shares (including commissions) "B"</b>	
<b>C. The average price received upon disposition of Qualified Shares (without deducting commissions) "C"</b>	
<b>D. The difference between the average price paid for Qualified Shares (including commissions) and the average price received upon disposition of Qualified Shares (without deducting commissions) "B" minus "C" = "D"</b>	
<b>E. Net Gain or Loss "A" multiplied by "D" = "E"</b>	

(b) For Qualified Shares not disposed of on or before the 10<sup>th</sup> trading day after the public correction (August 25, 2016), the lesser of:

- a An amount equal to the difference between the average price paid for those Qualified Shares (including any commissions paid in respect thereof) and the average price received upon the disposition of those Qualified Shares (without deducting any commissions paid in respect of the disposition); and
- b An amount equal to the number of Qualified Shares disposed of by an Authorized Claimant, multiplied by the difference between the average price paid for those Qualified Shares (including any commissions paid in respect thereof determined on a per security basis) and the ten-day volume-weighted average trading price for those Qualified Shares following the public correction on August 12, 2016.

<b>F.</b> Number of Qualified Shares <b>not</b> disposed of on or before the 10 <sup>th</sup> trading day after the public correction (August 25, 2016) <b>"F"</b>	
<b>G.</b> The difference between average price paid for Qualified Shares (including commissions) and the average price received upon disposition of the Qualified Shares (without deducting commissions) <b>"G"</b>	
<b>H.</b> The number of Qualified Shares disposed of after the 10 <sup>th</sup> trading day after the public correction (August 25, 2016) <b>"H"</b>	
<b>I.</b> The average price paid for Qualified Shares (including commissions paid in respect thereof of determined on a per share basis)	
<b>J.</b> The ten-day volume-weighted average trading price for Qualified Shares following the public correction on August 12, 2016. <b>"J"</b>	To be provided by Concordia
<b>K.</b> The difference between the average price paid for Qualified Shares <b>"I"</b> and the ten-day volume-weighted average trading price for Qualified Shares following the public correction of August 12, 2016. <b>"J"</b> ( <b>"I" minus "J" = "K"</b> )	
<b>L.</b> The number of Qualified Shares disposed of <b>"H"</b> multiplied by the difference between the average price paid for Qualified Shares and the ten-day volume-weighted average trading price for Qualified Shares following the public correction of August 12, 2016 <b>"K"</b> ( <b>"H" times "K" equals "L"</b> )	

The lesser of "G" and "L"	
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I declare under penalty of perjury and disqualification to receive payment from the Compensation Fund, under the laws of the Province of Ontario, that all of the foregoing information, documentation, calculations and identity supplied in my Claim Form Package by the undersigned is true, accurate and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_.  
(City) Province/State

\_\_\_\_\_  
Name and Position (Sign your name here)

Le Formulaire de Réclamation doit être posté avec un cachet postal, transmis par courriel ou par fax ou soumis de façon électronique (portail en ligne)  
avant  
23h59 le 19 mars 2019

## FORMULAIRE DE RÉCLAMATION

**Concordia International Corp.**

**Règlement des actions collectives canadiennes en valeurs mobilières**

*Ronald J. Valliere et Shauntelle Paul*

c.

*Concordia International Corp., Mark Thompson et Adrian de Saldanha*

Cour supérieure de l'Ontario ~ Dossier no. CV-17-584809-00 CP

-et-

*Robert Landry*

c.

*Concordia International Corp., Mark Thompson et Adrian de Saldanha*

Cour supérieure du Québec ~ Dossier no. 500-06-000834-164

Trilogy Class Action Services

Administrateur

Administration des actions collectives contre Concordia

7B Pleasant Blvd,

P.O. Box 1022,

Toronto, Ontario,

M4T 1K2

Téléphone: 1-877-400-1211

Fax: 1-416-342-1761

Courriel: [claims@concordiasettlement.com](mailto:claims@concordiasettlement.com)

Site internet: [www.concordiasettlement.com](http://www.concordiasettlement.com)

**Administration des actions collectives en valeurs mobilières contre Concordia**  
**FORMULAIRE DE RÉCLAMATION**

**Le Formulaire de Réclamation doit être posté avec un cachet postal, transmis par courriel ou par fax ou soumis de façon électronique (portail en ligne) avant**

**23h59 le 19 mars 2019**

**Veillez taper ou imprimer**

**IDENTIFICATION DU DEMANDEUR**

*L'Administrateur utilisera cette information pour toutes communications concernant votre Formulaire de Réclamation. Si cette information change, vous DEVEZ en notifier l'Administrateur par écrit à l'adresse indiquée sur la page couverture du Formulaire de Réclamation.*

<b>Nom du bénéficiaire (le(s) nom(s) qui devrait apparaître sur un chèque, si admissible à une indemnisation):</b>	
<input type="text"/>	
<b>Adresse civique:</b>	
<input type="text"/>	
<input type="text"/>	
<b>Ville:</b>	
<input type="text"/>	
<b>Province ou État:</b>	<b>Code postal ou Zip Code:</b>
<input type="text"/>	<input type="text"/>
<b>Pays:</b>	
<input type="text"/>	
<b>Numéro de téléphone (travail):</b>	<b>Numéro de téléphone (personnel):</b>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="checkbox"/> Individu <input type="checkbox"/> Compagnie/Autre
<b>Courriel:</b>	
<input type="text"/>	

## CALCUL DE LA DISTRIBUTION ET DE L'INDEMNISATION MAXIMALE

La Distribution pour chaque Demandeur Autorisé sera calculée par l'Administrateur en divisant le Fonds de Compensation par le nombre total d'Actions Admissibles pour tous les Demandeurs Autorisés afin de déterminer le montant de distribution par Action Admissible, défini comme étant la "Distribution *Pro Rata*";

L'Administrateur multipliera alors la Distribution *Pro Rata* par le nombre d'Actions Admissibles détenues par le Demandeur Autorisé afin de déterminer la Distribution payable à chaque Demandeur Autorisé;

En aucun cas un Demandeur Autorisé recevra-t-il une Distribution supérieur à son Indemnisation Maximale;

L'Indemnisation Maximale sera calculée ainsi:

- (a) Pour les Actions Admissibles vendues ou cédées le ou avant le 10<sup>e</sup> jour suivant la publication de la Rectification (25 août 2016), la différence entre le prix moyen payé pour les Actions Admissibles (incluant les commissions) et le prix reçu lors de la vente ou cession de ces Actions Admissibles (sans déduire les commissions);

A. Le nombre d'Actions Admissibles vendues ou cédées le ou avant le 10 <sup>e</sup> jour suivant la publication de la Rectification (25 août 2016) "A"	
B. Le prix moyen payé pour les Actions Admissibles (incluant les commissions) "B"	
C. Le prix moyen reçu suite à la vente ou cession des Actions Admissibles (sans déduire les commissions) "C"	
D. La différence entre le prix moyen payé pour les Actions Admissibles (incluant les commissions) et le prix reçu suite à la vente ou cession des Actions Admissibles (sans déduire les commissions) "B" moins "C" = "D"	
E. Gain ou perte net "A" multiplié par "D" = "E"	

(b) Pour les Actions Admissibles qui non pas été vendues ou cédées le ou avant le 10<sup>e</sup> jour suivant la publication de la Rectification (25 août 2016), le moindre des montants suivants:

- a Un montant égal à la différence entre le prix moyen payé pour les Actions Admissibles (incluant les commissions) et le prix moyen reçu suite à la vente ou cession des Actions Admissibles (sans déduire les commissions); et
- b un montant égal au nombre d'Actions Admissibles vendues ou cédées par un Demandeur Autorisé multiplié par la différence entre le prix moyen payé pour les Actions Admissibles (incluant les commissions payées par actions) et le cours moyen des Actions Admissibles pondéré sur 10 jours suivant la publication de la Rectification le 12 août 2016;
- c

F. Le nombre d'Actions Admissibles non vendues ou cédées le ou avant le 10 <sup>e</sup> jour suivant la publication de la Rectification (25 août 2016) "F"	
G. La différence entre le prix moyen payé pour les Actions Admissibles (incluant les commissions) et le prix moyen reçu suite à la vente ou cession des Actions Admissibles (sans déduire les commissions) "G"	
H. Le nombre d'Actions Admissibles vendues ou cédées après le 10 <sup>e</sup> jour suivant la publication de la Rectification (25 août 2016) "H"	
I. Le prix moyen payé pour les Actions Admissibles (incluant les commissions déterminées par actions) "I"	
J. Le cours moyen des Actions Admissibles pondéré sur les 10 jours suivant la publication de la Rectification le 12 août 2016 "J"	À fournir par Concordia
K. La différence entre le prix moyen payé pour les Actions Admissibles ("I") et le cours moyen des Actions Admissibles pondéré sur les 10 jours suivant la publication de la Rectification le 12 août 2016 ("J") "I" moins "J" = "K"	
L. Le nombre d'Actions Admissibles vendues ou cédées ("H") multiplié par la différence entre le prix moyen payé pour les Actions Admissibles "I" et le cours moyen des Actions Admissibles pondéré sur les 10 jours suivant la publication de la Rectification le 12 août 2016 ("K") "H" x "K" = "L"	

Le montant moindre entre "G" et "L"	
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Je déclare, sous peine de parjure et de disqualification de recevoir quelque paiement que ce soit du Fonds de Compensation, en vertu des lois de la province du Québec et/ou de l'Ontario, que tous les renseignements, la documentation et les calculs fournis dans mon dossier de réclamation par le soussigné sont vrais et exact.

Exécuté ce \_\_\_\_\_, à \_\_\_\_\_, \_\_\_\_\_.  
(Ville) (Province/État)

\_\_\_\_\_  
(Nom et titre) *(Veuillez signer ici)*