

# SUPERIOR COURT

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

No: 500-06-000772-158

DATE: February 27, 2019

---

BY: THE HONOURABLE THOMAS M. DAVIS, J.S.C.

---

**FRANÇOIS MICHAUD**  
Plaintiff

v.

**SANOFI-AVENTIS CANADA INC.**

and

**SANOFI-AVENTIS U.S. LLC**

and

**SANOFI S.A.**

and

**SANOFI WINTHROP INDUSTRIE**

and

**MEDIVATIVE TECHNOLOGIES LLC**

Defendants

---

JUDGMENT

---

[1] The Plaintiff François Michaud is seeking to authorize a class action for the sole purpose of approving a settlement entered into with the Defendants and to obtain permission to disseminate a notice of authorization and settlement approval hearing to the class (the "**Pre-Approval Notice**").

## INTRODUCTION

[2] Allerject epinephrine auto-injectors (“**Allerject**”) are devices intended to be used in emergency situations as a first-line response to severe allergic reactions, either through self-injection or with the assistance of a caregiver.

[3] This proposed class action arose further to the voluntary recall of Allerject that occurred in 2015 and onwards (the “**Recalls**”). The Plaintiff is alleging, *inter alia*, that Allerject was defective in its manufacture and that the Defendants failed to timely and properly implement the Recalls.

[4] A similar class action is ongoing against the same Defendants in the Province of Saskatchewan.<sup>1</sup>

[5] On March 8<sup>th</sup>, 2018, following arm’s length negotiations, the Parties reached a settlement agreement on a national basis which was amended by way of an Agreement dated October 3, 2018 (collectively the “**Settlement Agreement**”),<sup>2</sup> to fully and finally settle all claims asserted against the Defendants in relation to the proposed class action in this case and the proposed class action in the Province of Saskatchewan, both of which proposed to certify a national class.

[6] The Settlement Agreement applies to the following Settlement Class in Quebec:

All Persons who, at any time between December 11, 2012 and the Pre-Approval Notice Date:

(i) purchased, used, ingested or acquired an Allerject Device in Quebec; or

(ii) are the spouses, children, grandchildren, parents, grandparents, brothers, and sisters of the individuals identified in subparagraph (i) who by reason of their relationship to those individuals are entitled to assert a claim.

[7] The Plaintiff and the Defendants have agreed to the terms of the Settlement Agreement, the whole subject to the approval of this Court, and without any admission of liability whatsoever by the Defendants and for the sole purpose of resolving the dispute between them.

[8] The *Régie de l’assurance maladie du Québec* (“RAMQ”) has been apprised of and has indicated its agreement with the terms of the settlement insofar as RAMQ may be entitled to compensation arising from the provision of insured medical services to members of the Settlement Class in Quebec.

---

<sup>1</sup> Court of Queen’s Bench of Saskatchewan (Regina) registry number 2757 of 2015.

<sup>2</sup> Exhibit R-1.

**AUTHORIZATION FOR SETTLEMENT PURPOSES**

[9] The Defendants are consenting to the authorization of the present case as a class proceeding for the purposes of settlement only, which consent shall be withdrawn should the Settlement Agreement not be approved by the Court.<sup>3</sup>

[10] When a defendant consents to the authorization of a class action for settlement purposes only, the analysis of the criteria set forth at article 575 C.C.P. must still be met, but is flexible, and takes into account the fact of the settlement.<sup>4</sup>

[11] Under reserve of the rights of the Defendants, the Plaintiff's Motion to Authorize the Bringing of a Class Action and to Ascribe the Status of Representative and the Exhibits in support thereof justify granting the present Motion in accordance with the criteria set forth at article 575 C.C.P. for settlement purposes only.

[12] The Plaintiff and the Defendants have agreed to seek authorization for the following identical, similar or related question of law or fact, namely:

- a) Were the Defendants, or any of them, negligent in the manufacture, distribution, sale or recall of the Allerject epinephrine auto-injector?

[13] The facts alleged seem to justify the conclusions sought.

[14] The composition of the class makes it difficult or impractical to apply the rules for mandates to sue on behalf of others or for consolidation or proceedings because:

- a) Potential class members are dispersed across Quebec;
- b) Given the costs and risks inherent in an action before the Courts, people could hesitate to institute an individual action against the Defendants;
- c) Individual litigation of the factual and legal issues raised would increase delay and expenses to all parties and to the Court system.

[15] The Plaintiff, who is requesting to obtain the status of representative, will fairly and adequately protect and represent the interest of the Class Members since the Plaintiff:

---

<sup>3</sup> *Communication Méga-Sat inc. c. LG Philips LCD Co. Ltd.*, 2013 QCCS 5592; *Lavoie c. Régie de l'assurance maladie du Québec*, 2013 QCCS 866; *Option Consommateurs c. Infineon Technologies, a.g.*, 2012 QCCS 6405.

<sup>4</sup> *Vallée c. Hyundai Auto Canada Corp.*, 2014 QCCS 3778; *Schachter c. Toyota Canada inc.*, 2014 QCCS 802; *Markus c. Reebok Canada inc.*, 2012 QCCS 3562; *Richard c. Volkswagen Group Canada inc.*, 2012 QCCS 5534.

- a) Is captured by the definition of Class Member;
- b) Was instrumental in instituting this class action and engaging counsel with experience in class actions;
- c) Provided his attorneys with relevant information and instructed them to proceed with the present proceedings;
- d) Participated in the settlement negotiations by providing input to his attorneys, ultimately instructing his attorneys to sign the Settlement Agreement;
- e) Has a good understanding of what this class action is about and what the settlement provides to class members;
- f) Has performed his responsibilities as the representative of the class and he will continue to do so insofar as the proposed settlements are concerned;
- g) Has always acted in the best interests of the Class Members;
- h) Has not indicated any possible conflict of interest with the Class Members.

## CLASS NOTICE

[16] In accordance with the Settlement Agreement, the Pre-Approval Notice will be published and disseminated in accordance with the Notice Program as described in Exhibit R-2 to this Judgment.

### POUR CES MOTIFS, LE TRIBUNAL :

### WHEREFORE, THE COURT:

[17] **ACCUEILLE** la présente Demande;

[17] **GRANTS** the present motion;

[18] **DÉCLARE** que, pour l'application du présent Jugement, les définitions contenues dans la Convention de règlement (Pièce R-1), s'appliquent et y sont incorporées par renvoi;

[18] **DECLARES** that for the purposes of this Judgment, the definitions set out in the Settlement Agreement (Exhibit R-1) shall apply and are incorporated by reference;

[19] **DÉCLARE** que l'ensemble de la Convention de règlement (Pièce R-1), (incluant son Préambule et ses Annexes) fait partie intégrale du présent Jugement;

[19] **DECLARES** that the Settlement Agreement (Exhibit R-1) in its entirety (including its Preamble and its Exhibits) is an integral part of this Judgment;

[20] **AUTORISE** l'exercice du recours du Québec pour les fins d'un règlement hors cour seulement, sous réserve des conditions de la

[20] **AUTHORIZES** the bringing of the Quebec Class Action for the purposes of an out of court settlement only, subject to the terms of the

Convention de règlement (Pièce R-1);

Settlement Agreement (Exhibit R-1);

[21] **ATTRIBUE** au Demandeur le statut de représentant du groupe du Québec ci-après décrit:

[21] **ASCRIBES** to the Plaintiff the status of class representative of the following Quebec Settlement Class:

Toutes les personnes qui, à n'importe quel moment entre le 11 décembre 2012 et la date de publication de l'Avis de pré-approbation:

All Persons who, at any time between December 11, 2012 and the Pre-Approval Notice Date:

(i) ont acheté, utilisé, ingéré ou acquis un appareil Allerject au Québec; ou

(i) purchased, used, ingested or acquired an Allerject Device in Quebec; or

(ii) sont les conjoints, époux, enfants, petits-enfants, parents, grands-parents, frères et soeurs des personnes identifiées au paragraphe (i) et qui, en raison de leur relation avec ces personnes, pourraient prétendre à une réclamation.

(ii) are the spouses, children, grandchildren, parents, grandparents, brothers, and sisters of the individuals identified in subparagraph (i) who by reason of their relationship to those individuals are entitled to assert a claim.

[22] **IDENTIFIE** aux fins de règlement seulement, la question commune comme étant la suivante :

[22] **IDENTIFIES** for the purposes of settlement only, the common issue as follows:

a) Est-ce que les défenderesses ont été négligentes dans la fabrication, la distribution, la vente et/ou les rappels des auto-injecteurs d'épinéphrine Allerject?

a) Were the Defendants, or any of them, negligent in the manufacture, distribution, sale and/or recall of the Allerject epinephrine auto-injector?

[23] **ORDONNE** que l'audience de la Demande d'approbation du Règlement soit tenue le 10 avril 2019 à 14 h, en salle 2.08 [ou toute autre salle indiquée par avis à l'extérieur de la salle 2.08] au palais de justice de Montréal, 1, rue Notre-Dame Est (l'« Audience d'Approbation »), où cette Cour devra décider :

[23] **ORDERS** that the hearing of the Settlement Approval Motion is to be held on April 10, 2019 at 2 p.m., in room 2.08 [or any other courtroom, which will be indicated by the posting of a sign outside of room 2.08] at the Montreal Courthouse, 1, Notre-Dame Street East (the "Approval Hearing"), at which time this Court will be asked to decide:

a) s'il convient d'approuver la Convention de règlement comme étant juste, raisonnable et dans le meilleur intérêt des Membres du Groupe;

a) whether to approve the Settlement Agreement as fair, reasonable and in the best interests of the Class Members;

b) si la requête des Procureurs du Groupe relativement aux frais, débours et taxes

b) whether Class Counsel's application for fees, disbursements and applicable taxes should be granted; and

applicables devrait être accordée; et

c) toutes autres questions que la Cour peut juger appropriées;

c) any other matters as the Court may deem appropriate;

[24] **APPROUVE** l'Avis de pré-approbation essentiellement en la forme de l'avis se trouvant dans les Pièces R-3 et R-4 du présent jugement;

[24] **APPROVES** the Pre-Approval Notices substantially in the form as set forth within Exhibit R-3 and R-4 to this Judgment;

[25] **ORDONNE** que l'Avis de pré-approbation soit publié et diffusé essentiellement en conformité avec le Plan de Diffusion se trouvant dans la Pièce R-2 du présent jugement;

[25] **ORDERS** that the Pre-Approval Notice shall be published and disseminated substantially in accordance with the Notice Program as set forth within Exhibit R-2 to this Judgment;

[26] **ORDONNE** que la date et l'heure pour la tenue de l'audience de la Demande d'approbation du Règlement soient indiquées dans l'Avis de pré-approbation, bien qu'elles puissent être reportées par la Cour sans autre avis signifié aux Membres du Groupe, exception faite de l'avis qui sera affiché sur le site web du Règlement (le « site web du Règlement »);

[26] **ORDERS** that the date and time of the hearing of the Settlement Approval Motion shall be set forth in the Pre-Approval Notice, but may be subject to adjournment by the Court without further publication notice to the Class Members other than such notice which will be posted on the settlement website (the "Settlement Website");

[27] **APPROUVE** le Formulaire de demande d'exercice du droit d'exclusion substantiellement en la forme se trouvant dans la Pièce R-5 du présent jugement;

[27] **APPROVES** the Opt-Out Form substantially in the form as set forth within Exhibit R-5 to this Judgment;

[28] **ORDONNE** que tous les membres du recours du Québec qui désirent s'exclure du recours du Québec ne doivent pas soumettre un Formulaire de réclamation en vertu de la Convention de règlement et doivent transmettre un Formulaire de demande d'exercice du droit d'exclusion dûment rempli et signé au greffier de la Cour supérieure, lequel, pour être valable, doit être reçu ou oblitéré dans les trente (30) jours suivant la Date de l'Avis de pré-approbation ;

[28] **ORDERS** that all members of the Quebec Settlement Class who wish to opt out of the Quebec Class Action must elect not to file any Claim Form under the Settlement Agreement and must send a fully-completed and executed Opt-Out Form to the Superior Court clerk which, to be effective, must be received or postmarked within thirty (30) days following the Pre-Approval Notice Date;

[29] **ORDONNE** que chaque membre du groupe qui s'exclue : (a) ne sera pas lié par la Convention de règlement, (b) ne sera pas en droit de recevoir les prestations payables en vertu de la Convention de règlement et (c) ne

[29] **ORDERS** that each Class Member who opts-out: (a) will not be bound by the Settlement Agreement, (b) will not be entitled to any benefits under the Settlement Agreement; and (c) will not be entitled to appear at any

pourra se présenter à une audition ou hearing or object to the settlement of this s'opposer au règlement du recours du Québec Quebec Class Action or the Settlement ou à la Convention de Règlement; Agreement;

[30] **ORDONNE** que l'échéance pour l'exercice [30] **ORDERS** that the deadline for opting out of du droit d'exclusion de la Convention de the Settlement Agreement will be thirty (30) règlement sera de trente (30) jours après days after the Pre-Approval Notice is published; publication de l'Avis de pré-approbation;

[31] **APPROUVE** la nomination de Trilogy [31] **APPROVES** Trilogy Class Action Services Class Action Services à titre d'Administrateur as Claims Administrator to carry out the Notice des réclamations aux fins de gérer le Plan de Program and to receive any Opt-Out Forms or diffusion, recevoir les Formulaire de demande objections submitted by Quebec Settlement d'exercice du droit d'exclusion ou les Class Members, as well as to carry out the objections soumises par les membres du other functions, roles and responsibilities of the groupe du Québec et remplir les autres Claims Administrator contemplated in the fonctions, rôles et responsabilités de Settlement Agreement, subject always to the l'Administrateur des réclamations prévues terms and conditions of the Settlement dans la Convention de règlement, sujet aux Agreement, including the further Orders of this termes et conditions de la Convention de Court, as contemplated therein; règlement, incluant les ordonnances de cette Cour, prévues au présent Jugement;

[32] **ORDONNE** aux membres du groupe du [32] **ORDERS** that Quebec Settlement Class Québec de soumettre leurs objections écrites Members may submit written objections to the à l'approbation de la Convention de règlement approval of the Settlement Agreement before avant le délai énoncé dans l'Avis de pré- the deadline set out in the Pre-Approval Notice approbation à l'Administrateur des to the Claims Administrator, who shall file all réclamations, qui devra produire ces such objections with the Court prior to the objections à la Cour avant l'Audience Approval Hearing. Quebec Settlement Class d'approbation. Les membres du groupe du Members (or their counsel) who do not file Québec (ou leur procureur) qui ne produisent written objection and indicate that they (or their pas une objection écrite et indiquent qu'ils counsel) intend to appear at the Approval (ou leur procureur) ont l'intention de se présenter Hearing may not be entitled to appear and raise à l'Audience d'approbation ne peuvent se any objection at the Approval Hearing, at the présenter et soulever une objection à Court's discretion;

[33] **ORDONNE** qu'un exemplaire du présent [33] **ORDERS** that a copy of this Judgment be Jugement soit affiché sur le site web des posted on Class Counsel's website; Procureurs du Groupe;

[34] **DÉCLARE** que, dans l'éventualité où la [34] **DECLARES** that if the Settlement Convention de règlement est résiliée suivant Agreement is terminated in accordance with its ses termes, sans restreindre l'application des terms, then, without restricting the application des dispositions de la Convention de règlement : of the provisions of the Settlement Agreement:

- a) les ordonnances incluses dans a) the Orders included in the

le présent Jugement seront écartées et n'auront plus aucun effet, sans préjudice aux droits des parties;

- b) toutes les négociations, les déclarations et les procédures liées à la Convention de règlement seront réputées être sans préjudice aux droits des parties au Québec et les parties seront réputées être replacées dans leurs positions respectives au Québec, immédiatement avant la signature de la Convention de règlement, ce qui comprend le droit des défenderesses de contester l'autorisation;

present Judgment shall be set aside and be of no further force or effect and without prejudice to any party; and

- b) all negotiations, statements and proceedings relating to the Settlement Agreement shall be deemed to be without prejudice to the rights of the Parties with respect to Quebec, and the Parties shall be deemed to be restored to their respective positions with respect to Quebec existing immediately before the Settlement Agreement was executed, which includes, for the Defendants, the right to contest authorization;

[35] **DÉCLARE** que dans le cas de divergence entre les conclusions françaises et anglaises de ce jugement, la version anglaise prévaudra;

[35] **DECLARES** that in the case of any discrepancy between the French and English conclusions of this Judgment, the English version will prevail;

**LE TOUT, SANS FRAIS.**

**THE WHOLE, WITHOUT COSTS.**



THOMAS M. DAVIS, J.S.C.

Me Erik Lowe  
MERCHANT LAW GROUP  
Attorneys for the Plaintiff

Me Éric Dunberry  
Me Randy Sutton  
NORTON ROSE FULBRIGHT CANADA, LLP  
Attorneys for the Defendants Sanofi-Aventis Canada Inc.,  
Sanofi-Aventis U.S. LLC, Sanofi S.A. and Sanofi Winthrop Industrie

Me Vincent de l'Étoile  
Me Annie Gallant  
LANGLOIS LAWYERS LLP  
Attorneys for the Defendant Medivative Technologies LLC



**Exhibit R-1 – Settlement Agreement and Amending Agreement**

**CANADIAN ALLERJECT® RECALL CLASS ACTIONS  
NATIONAL SETTLEMENT AGREEMENT**

Made as of March 8, 2018

Between

TIM NATROP AND FRANCOIS MICHAUD

(the "**Plaintiffs**")

and

SANOFI-AVENTIS CANADA INC.

(**"Sanofi Canada"**)

and

MEDIVATIVE TECHNOLOGIES LLC

(**"Medivative"**)

RECITALS .....	3
SECTION 1. DEFINITIONS.....	4
SECTION 2. AGREEMENT FOR SETTLEMENT PURPOSES ONLY.....	8
SECTION 3. COURT APPROVAL OF CERTIFICATION & AUTHORIZATION, OPT-OUT AND SETTLEMENT .....	9
SECTION 4. SETTLEMENT FUND.....	10
SECTION 5. EXTENDED EXCHANGE PROGRAM.....	11
SECTION 6. CLAIMS DEADLINES, CLAIM FORMS, AND ADMINISTRATION.....	11
SECTION 7. OPTING OUT .....	13
SECTION 8. NOTICES TO SETTLEMENT CLASSES .....	14
SECTION 9. CLASS COUNSEL FEES AND HONORARIA .....	15
SECTION 10. TERMINATION OF SETTLEMENT AGREEMENT .....	15
SECTION 11. RELEASES AND DISMISSALS.....	17
SECTION 12. MISCELLANEOUS .....	18
EXHIBIT A1 – PRE-APPROVAL ORDERS FOR QUEBEC.....	23
EXHIBIT A2 – PRE-APPROVAL ORDER FOR SASKATCHEWAN .....	29
EXHIBIT B1 – PRE-APPROVAL NOTICE (LONG FORM) .....	34
EXHIBIT B2 – PRE-APPROVAL NOTICE (SHORT FORM).....	35
EXHIBIT C – NOTICE PROGRAM.....	37
EXHIBIT D1 – SETTLEMENT NOTICE (SHORT FORM).....	37
EXHIBIT D2 – SETTLEMENT NOTICE (LONG FORM).....	38
EXHIBIT E – OPT-OUT FORM .....	44
EXHIBIT F– CLAIM FORM.....	46
EXHIBIT G1 – FINAL ORDER FOR QUEBEC .....	48
EXHIBIT G2 – FINAL ORDER FOR SASKATCHEWAN .....	54

## CANADIAN ALLERJECT® CLASS ACTIONS NATIONAL SETTLEMENT AGREEMENT

### RECITALS

**WHEREAS** in 2015, Sanofi recalled, on a voluntary basis, all Allerject Devices in Canada;

**WHEREAS** following the Recalls the Plaintiffs commenced Proceedings in Quebec and Saskatchewan naming the Defendants and seeking damages in relation to the design, manufacture, distribution, sale or marketing of the Allerject Devices;

**WHEREAS**, the Defendants have denied and continue to deny the Plaintiffs' allegations and claims in the Proceedings, and have denied any wrongdoing or liability to the Plaintiffs;

**WHEREAS**, the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and based on their analyses of the facts and law applicable to the Plaintiffs' claims, and having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the classes they seek to represent;

**WHEREAS**, the Plaintiffs, Class Counsel and the Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Defendants or evidence of the truth of any of the Plaintiffs' allegations against the Defendants, which the Defendants expressly deny;

**WHEREAS**, although the Defendants deny the Plaintiffs' allegations in the Proceedings, deny any wrongdoing of any kind, and believe that the Proceedings are without merit, the Defendants also have taken into account the uncertainty, risk, and delay inherent in litigation and agreed to enter into the Settlement Agreement in order to achieve a full and final nation-wide resolution of all claims that were or could have been asserted against them by the Plaintiffs and the Settlement Class in the Proceedings and to avoid further litigation expense and inconvenience, and to remove the distraction of burdensome and protracted litigation;

**WHEREAS**, the Parties intend and desire to compromise, resolve, dismiss and release all allegations and claims for damages or other relief relating to design, manufacture, distribution, sale or marketing of the Allerject Devices that are set forth in the Proceedings and that have been or could have been brought against any Defendants in the Proceedings and in any action filed, litigation pending or claim pursued by any Plaintiff, person or entity who is a member of a Settlement Class;

**WHEREAS**, the Parties therefore wish to, and hereby do, finally resolve on a national basis, without admission of liability, all of the Proceedings as against the Defendants;

**WHEREAS**, for the purposes of settlement only and contingent on approvals by the Courts as provided for in this Settlement Agreement, the Parties will consent to certification or authorization of the Settlement Proceedings as class proceedings and will consent to a Settlement Class and a Common Issue in each of the Settlement Proceedings; and

**WHEREAS**, the Representative Plaintiffs assert that they are adequate class representatives for the Settlement Classes and will seek to be appointed representative plaintiffs in their respective Settlement Proceedings.

**NOW THEREFORE**, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Proceedings be settled and/or dismissed on the merits with prejudice and without costs as to the Plaintiffs, the classes they seek to represent and the Defendants, subject to the approval of the Courts, on the following terms and conditions:

## **SECTION 1. DEFINITIONS**

For the purpose of this Settlement Agreement only, including the Recitals and Exhibits hereto:

- (1) **"Agreement"** or **"Settlement Agreement"** means this Settlement Agreement, including the recitals and all Exhibits attached hereto.
- (2) **"Allerject Device"** or **"Allerject Devices"** means an Allerject (also known in other jurisdictions as an Auvi-Q) epinephrine auto-injector in both 0.15mg/0.15mL and 0.3mg/0.3mL strengths, sold, distributed or otherwise acquired in Canada.
- (3) **"Approval Motion"** shall mean the motion or application brought in each Settlement Proceeding before the Court seeking court approval of the Settlement Agreement.
- (4) **"Claim"** means a request for compensatory damages pursuant to this Settlement Agreement submitted by a Settlement Class Member on a Claim Form filed with the Claims Administrator.
- (5) **"Claim Form"** means the form to be used by Settlement Class Members for filing Claims. The proposed Claim Form is subject to Court approval and attached hereto as Exhibit "F".
- (6) **"Claims Administration Expenses"** means all expenses incurred by the Claims Administrator in administering the Notice Programs, processing all Claims by Settlement Class Members and Public Health Insurers and in the distribution of the amounts payable to Settlement Class Members or Public Health Insurers.
- (7) **"Claims Administrator"** means Trilogy Class Action Services, who the Parties have agreed will administer the Notice Programs and Claims process, and oversee the process of claims and the distribution of the Settlement Benefits to Settlement Class Members in accordance with the terms of this Settlement Agreement, subject to the approval by the Courts.
- (8) **"Claims Deadline"** means 90 days from the date the Settlement Notice is first published, and is the date by which all Claim Forms must be postmarked or received by the Claims Administrator to be considered timely. The Claims Deadline shall be clearly set forth in the Final Orders, on the Claims Administrator's dedicated website, and the front page of the Claim Form.
- (9) **"Class Counsel"** means the law firm Merchant Law Group LLP.
- (10) **"Class Counsel Fees"** means the amount of CDN \$300,000, payable by the Defendants within 90 days of the Effective Date.
- (11) **"Common Issue"** in each Settlement Proceeding means: "Were the Defendants, or any of them, negligent in the manufacture, distribution, sale or recall of the Allerject epinephrine auto-injector?"

- (12) **"Court"** means the Quebec Court or the Saskatchewan Court.
- (13) **"Defendants"** means Sanofi, Sanofi S.A., Sanofi Aventis US LLC, Sanofi Winthrop Industrie, Medivative and all named defendants in the Proceedings.
- (14) **"Effective Date"** means the date five (5) business days after the date on which there are Final Orders from both Courts approving this Settlement Agreement.
- (15) **"Extended Exchange Program"** means an exchange program in the same format as described in the press releases issued by Sanofi at the time of the Allerject Devices Recall, which provides Settlement Class Members the ability to return their Allerject Devices to a local pharmacy for an Epi-Pen<sup>®</sup> epinephrine auto-injector, which program will be provided to the Settlement Class Members free of charge for a period of 12 months from the date of the Settlement Notice Date.
- (16) **"Exhibits"** means the exhibits attached to this Settlement Agreement.
- (17) **"FAAC"** means "Le Fonds d'aide aux actions collectives" in the province of Quebec.
- (18) **"Final Order"** means a final judgment or final approval order entered by a Court on an Approval Motion, substantially in the form attached as Exhibits "G1" and "G2" hereto, approving this Settlement Agreement. An Order only becomes a Final Order once the time to appeal such judgment or order (or the time to seek leave to appeal such judgment or order) has expired without any appeal or motion seeking leave to appeal being taken, or if an appeal or motion for leave to appeal from the judgment or order is taken, once there has been affirmation of such final judgment or approval order in its entirety in the form attached as Exhibits "G1" and "G2", without modification, upon a final disposition of all appeals.
- (19) **"Medivative"** means Medivative Technologies LLC and all of its direct and indirect Canadian and foreign subsidiaries, predecessors, successors, parents, affiliates and assigns and insurers.
- (20) **"Notice Expenses"** means the reasonable costs and expenses incurred in connection with preparing, printing, mailing, disseminating, posting, emailing, internet hosting and/or publishing the Pre-Approval Notice and Settlement Notice, and all other aspects of administering the Notice Program as outlined in the estimate of Trilogy Class Action Services.
- (21) **"Notice Program" or "Notice Programs"** means the plans approved by the Courts for disseminating the Pre-Approval Notice and Settlement Notice, substantially in the manner provided for in the Notice Program which is attached as Exhibit "C".
- (22) **"Opt-Out Deadline"** means the date which is thirty (30) days after the Pre-Approval Notice Date, or such other date as approved by Courts.
- (23) **"Other Actions"** means actions or proceedings, other than the Settlement Proceedings, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date.
- (24) **"Party or Parties"** means one or more of the Plaintiffs, Sanofi and Medivative.
- (25) **"Person"** means any adult individual or minor child or any corporation, trust, partnership, limited liability company or other legal entity, and their respective successors or assigns.

- (26) **"Plaintiffs"** means the individuals named as plaintiffs in the Settlement Proceedings: Tim Natrop and Francois Michaud.
- (27) **"Pre-Approval Motion"** shall mean the motion or application brought in each Settlement Proceeding before the Court seeking to certify or authorize the Settlement Proceedings on behalf of the respective Settlement Classes (and in Saskatchewan approving the Saskatchewan Proceeding as a multi-jurisdictional class action pursuant to section 6 of the *Class Actions Act* C-12.01 as amended), to approve the Common Issue, to appoint the Plaintiffs as Representative Plaintiffs (for both a resident and non-resident subclass in Saskatchewan), and to approve the Pre-Approval Notices, and the Opt-Out periods.
- (28) **"Pre-Approval Notice"** means the Notice Program approved by the Courts for disseminating the fact that Settlement Proceedings have been certified and authorized for the purpose of settlement and providing information as to the ability of individuals who fall within the Settlement Class to opt out of the Settlement Proceedings and providing the date for the Settlement Approval Motion. The proposed Pre-Approval Notice Long Form is attached hereto as Exhibit "B1" and the Short Form is attached as Exhibit "B2".
- (29) **"Pre-Approval Notice Date"** means the date upon which the Pre-Approval Notice is first published or disseminated to the Settlement Class.
- (30) **"Public Health Insurers"** means all federal, provincial and territorial health insurers.
- (31) **"Public Health Insurance Claims"** means all federal, provincial and territorial health insurance claims.
- (32) **"Quebec Court"** means the Superior Court of Quebec.
- (33) **"Quebec Proceeding"** means the proceeding commenced by the Plaintiff, Francois Michaud, in the Quebec Court, Court File no. 500-06-000772-158, in Montreal.
- (34) **"Quebec Settlement Class"** means all Persons who, at any time between December 11, 2012 and the Pre-Approval Notice Date:
- (i) purchased, used, ingested or acquired an Allerject Device in Quebec; or
  - (ii) are the spouses, children, grandchildren, parents, grandparents, brothers, and sisters of the individuals identified in subparagraph (i) who by reason of their relationship to those individuals are entitled to assert a claim.
- (35) **"Recalls"** means the voluntary nation-wide recall of the Allerject Devices on June 13, 2015 and on October 28, 2015.
- (36) **"Released Claims"** 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 incurred, liabilities of any nature whatsoever, including interest, costs, expenses, penalties, and lawyers' fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, 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, relating in any way to any conduct anywhere, from the beginning of time to the date hereof, in respect of the producing design, sale, marketing, advertising, manufacture, distribution, donation,

purchase, recall, withdrawal from sale, possession, handling, ingestion, exposure, or use of an Allerject Device or relating to any conduct alleged (or which could have been alleged) in the Proceedings including, without limitation, any such claims that have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of the purchase of the Allerject Device and any Public Health Insurer Claims.

- (37) **"Releasees"** means Sanofi, Medivative, Vendors and any entity that manufactured, tested, inspected, audited, certified, purchased, distributed, licensed, transported, marketed, advertised, donated, promoted, sold or offered for sale any Allerject Device, or any part thereof, including all of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, insurers, representatives, licensees, licensors, customers, subrogees and assigns. It is expressly understood that, to the extent a Releasee is not a Party to the Settlement Agreement, all such Releasees are intended third party beneficiaries of the Settlement Agreement.
- (38) **"Releasors"** means, jointly and severally, individually and collectively, the Plaintiffs, the Settlement Class Members, the Parties' attorneys, Public Health Insurers and their respective, subsidiaries, affiliates, predecessors, successors, heirs, executors, administrators, insurers and assigns.
- (39) **"Representative Plaintiffs"** means the Plaintiffs in the Settlement Proceedings: Tim Natrop and Francois Michaud.
- (40) **"Sanofi"** means Sanofi Canada, sanofi-aventis U.S. LLC, Sanofi S.A., Sanofi Winthrop Industrie and all of their direct and indirect subsidiaries, predecessors, successors, parents, affiliates and assigns and insurers.
- (41) **"Saskatchewan Court"** means the Saskatchewan Court of Queen's Bench.
- (42) **"Saskatchewan Proceeding"** means the proceeding commenced by the Plaintiff, Tim Natrop, in the Saskatchewan Court of Queen's Bench, Court File no. 2757 of 2015, in Regina.
- (43) **"Saskatchewan Settlement Class"** means all persons, other than Quebec Settlement Class members, who, at any time between December 11, 2012 and the Pre-Approval Notice Date:
- (i) purchased, used, ingested or acquired an Allerject Device in Canada; or
  - (ii) are the spouses, children, grandchildren, parents, grandparents, brothers, and sisters of those individuals identified in subparagraph (i) who, by reason of their relationship are entitled to assert a claim.
- (44) **"Settlement"** means the terms and conditions of this Agreement.
- (45) **"Settlement Approval Motion"** shall mean the motion or application brought in each Settlement Proceeding before the Court seeking the approval of this Settlement Agreement pursuant to section 38 of the Saskatchewan *Class Actions Act* C-12.01 as amended) and Article 590 of the *Code of Civil Procedure* c. C-25.01 and the approval and granting of the Releases.



- (46) **"Settlement Class"** means the Quebec Settlement Class and the Saskatchewan Settlement Class.
- (47) **"Settlement Class Member"** means a member of the Quebec Settlement Class or the Saskatchewan Settlement Class who does not validly opt out of that Settlement Class in accordance with orders of the Courts.
- (48) **"Settlement Consideration"** means the consideration exchanged by and between the Defendants and the Settlement Class, as set forth in this Settlement Agreement, including, without limitation, the Settlement Fund, the Class Counsel Fees and the Extended Exchange Program as provided for herein.
- (49) **"Settlement Fund"** means the amount of CDN \$200,000, payable by the Defendants within ninety (90) days of the Effective Date.
- (50) **"Settlement Notice"** means the notice to the Settlement Classes advising of the approval of the Settlement by the Courts as provided herein and includes the Short-Form Settlement Notice (substantially in the form attached as "Exhibit "D1" hereto) and the Long-Form Settlement Notice (substantially in the form attached as "Exhibit "D2" hereto).
- (51) **"Settlement Notice Date"** means the date upon which the Settlement Notice is first published or disseminated to the Settlement Classes.
- (52) **"Settlement Proceedings"** means the Saskatchewan Proceeding and the Quebec Proceeding.
- (53) **"Supplemental Class Counsel Fees"** means amounts approved by the Court (designated as the Court to evaluate the Supplemental Class Counsel Fees), as the case may be and upon having been petitioned by Class Counsel for that purpose, as being fees payable to Class Counsel from the proceeds of the Settlement Fund which remain after all Class Members who have compensable injury and who have been indemnified, and all fees, Public Health Insurance Claims, expenses, costs, levies, payments or charges, have been paid pursuant to this Settlement Agreement.
- (54) **"Vendor"** means a third party that manufactured for the Defendants the Allerject Device or any component of the Allerject Device sold by the Defendants.

## **SECTION 2. AGREEMENT FOR SETTLEMENT PURPOSES ONLY**

### **1. No Admission of Liability**

- a) Whether or not this Settlement Agreement is terminated or approved, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Defendants, or of the truth of any of the claims or allegations contained in the Proceedings or any other pleading filed by the Plaintiffs

### **2. Settlement Agreement Not Evidence**

- a) The Parties agree that, whether or not the Settlement Agreement is terminated or approved, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement

Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to certify the Settlement Proceedings, approve and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

3. **Agreement Without Prejudice**

- a) The agreement to settle the matters outlined in this Settlement Agreement is without prejudice to the rights of each of the Parties to:
- i. seek or oppose the certification or authorization of any of the Settlement Proceedings as class proceedings should the Settlement Agreement not be finally approved or implemented for any reason; and
  - ii. use the certification or authorization of the Settlement Proceedings to oppose certification or authorization of any other proposed or existing class proceeding arising out of the Released Claims.

**SECTION 3. COURT APPROVAL OF CERTIFICATION & AUTHORIZATION, OPT-OUT AND SETTLEMENT**

1. **Best Efforts**

- a) The Parties shall use their best efforts to implement this Settlement and to obtain prompt approval of the Settlement Agreement by the Courts.

2. **Motions**

- a) Class Counsel shall bring a Pre-Approval Motion before each of the Courts seeking Orders in the form set out in Exhibits A1 and A2. The Parties agree that the Settlement Proceedings shall be certified or authorized as a class action solely for purposes of settlement of the Settlement Proceedings and the approval of this Settlement Agreement.
- b) Class Counsel, upon the expiry of the Opt-Out Deadline, shall bring a Settlement Approval Motion before each of the Courts in each of the Settlement Proceedings seeking Orders in substantially the form set out in Exhibits G1 and G2.
- c) Class Counsel agree to provide the Parties with any notice of objection to the Settlement no later than three (3) business days prior to the date set for the Settlement Approval Motion.
- d) The Parties agree that the Pre-Approval Motion and the Settlement Approval Motion shall proceed by way of a joint motion by video-conference in each of the Courts. This requirement may be waived or modified by the Parties acting reasonably or if any of the Courts order otherwise.
- e) If the Courts do not grant the orders sought on the Pre-Approval Motion or the Settlement Approval Motion either party may terminate the Settlement Agreement.
- f) This Settlement Agreement shall only become final on the Effective Date.

3. **Pre-Motion Confidentiality**

- a) Save for notification requirements under applicable provincial legislation or regulation, or as may be required to advise the Courts as to the status of the Canadian litigation, there shall be no public disclosure of the existence or contents of the Settlement Agreement until the signed Settlement Agreement is filed with the Court as part of the Pre-Approval Motion. Thereafter, it is agreed that the Parties will not in any way disclose, advertise or communicate any information concerning the existence or contents of the Settlement Agreement, except by way of: (a) the Notice Programs or as may be required to comply with applicable provincial legislation or regulation; (b) as may be required to advise Settlement Class Members or Releasors of the particulars of the Settlement for the purposes of administering the Settlement, (c) if otherwise agreed to by the Parties.

4. **Jurisdiction of the Courts**

- a) The Parties agree that each of the Courts shall retain exclusive and continuing jurisdiction over the Settlement Proceeding commenced in its jurisdiction, the Parties thereto, the Settlement Class for that jurisdiction as defined herein, and the Claims Administrator, to interpret and enforce the terms, conditions, and obligations under this Settlement Agreement. Class Counsel will seek to have the Saskatchewan Court designated as the Court responsible for approval of Supplemental Class Counsel Fees.

**SECTION 4. SETTLEMENT FUND**

I. **Claims for Compensatory Damages to Settlement Class Members**

- a) In addition to all other Settlement Consideration set forth in the Agreement, the following amounts will be paid from the Settlement Fund:
- i. Settlement Class Members who allege they have suffered personal injury and are entitled to compensatory damages may file a Claim by the Claims Deadline. Each Claim must be supported by proof or documentation as set out in this Settlement Agreement or as described in the Claims Forms and must comply with all other conditions and requirements specified herein, and once approved and validated by the Claims Administrator, shall be paid as follows:
1. **Level A Claim** - Any Settlement Class Member who, having used an unexpired Allerject Device due to an allergic reaction, and whose Allerject Device did not provide the expected pharmacological response, and who was required to seek emergency medical treatment without being hospitalized will be paid \$2,000 CAN;
  2. **Level B Claim** - Any Settlement Class Member who, having used an unexpired Allerject Device due to an allergic reaction, and whose Allerject Device did not provide the expected pharmacological response, and who had to seek emergency medical treatment and was hospitalized as a result of said allergic reaction will be paid \$4,000 CAN.

2. **Costs of Notice, Administration, and Other Costs and Expenses**

- a) All Honoraria, Claims Administration Expenses, Public Health Insurer Claims and all Notice Expenses, and any applicable taxes, shall be paid from the Settlement Fund.

3. **Pro Rata Distribution**

- a) If the value of the amounts payable as set out in paragraph 1 of this section and the Public Health Insurer Claims exceed the dedicated aggregate amount in the Settlement Fund after the Honoraria, Claims Administration Expenses and Notice Expenses and all applicable taxes in relation to each have been deducted, claims will be paid on a pro rata basis to satisfy Level A Claims, the Level B Claims and the Public Health Insurer Claims. For greater certainty, the Defendants shall not be required to pay any amount in addition to the CDN \$200,000 paid into the Settlement Fund pursuant to this Settlement Agreement to satisfy Claims or expenses.

**SECTION 5. EXTENDED EXCHANGE PROGRAM**

- a) Sanofi has agreed as part of the Settlement Agreement to implement the Extended Exchange Program as defined herein to be overseen by Sanofi.

**SECTION 6. CLAIMS DEADLINES, CLAIM FORMS, AND ADMINISTRATION**

- a) All Claims and Public Health Insurance Claims must be submitted with a Claim Form and received by the Claims Administrator or postmarked by the Claims Deadline. The Claims Deadline shall be clearly set forth in the Settlement Notice, the websites of the Claims Administrator and of Class Counsel, and the Claim Form. Settlement Class Members and Public Health Insurers who do not timely submit a completed Claim Form shall not be eligible to receive benefits pursuant to this Settlement Agreement but will be bound by the remaining terms. However, the Claims Administrator may, in its discretion, permit a Settlement Class Member or Public Health Insurer who makes a timely Claim to remedy deficiencies in such Claim Form or related documentation within thirty (30) days of the Claims Administrator's request for same.
- b) Claim Forms must be signed by hand or electronically by the Settlement Class Member or Public Health Insurer who must attest to the truth and accuracy of the information provided therein and acknowledge that knowingly submitting a false Claim or Public Health Insurer Claim could constitute civil or criminal fraud and contrary to the Final Order of the Court.
- c) Claim Forms will be made available for downloading from the settlement website maintained by the Claims Administrator and may be made available on the website of Class Counsel. Such Claim Form must include the following information and/or affirmations as it relates to Class Members:
- i. Telephone number or contact information for use, if necessary, in validating Claims;
  - ii. Receipt for the purchase of the Allerject Device;
  - iii. Name(s) and location(s) of pharmacy(s) at which the Allerject Device was purchased;
  - iv. Name of person for whom the Allerject Device was purchased; and

- v. Contemporaneous medical records establishing the additional emergency medical treatment and/or hospitalization relating to the use of the Allerject Device.

Settlement Class Members may submit completed and signed (either by hand or electronically) Claim Forms to the Claims Administrator by mail, private courier, facsimile, online or as an attachment to an email. The Parties agree that information provided by Settlement Class Members on Claim Forms shall be kept confidential, shall be used only for purposes of reviewing or administering the Settlement, and shall not be used for marketing or any other commercial purposes.

- d) Public Health Insurers who wish to advance a claim relating to an injured Settlement Class Member must also provide a Claim Form which states:
  - i. Telephone number or contact information for use, if necessary, in validating Claims;
  - ii. Name of the injured Settlement Class Member;
  - iii. Date on which the Allerject Device was purchased;
  - iv. Name(s) and location(s) of pharmacy(s) at which the Allerject Device was purchased;
  - v. Listing of all services rendered to the injured Settlement Class Member in respect of the additional emergency medical treatment and/or hospitalization relating to the use of the Allerject Device.

Public Health Insurers may submit completed and signed (either by hand or electronically) Claim Forms to the Claims Administrator by mail, private courier, facsimile, online or as an attachment to an email. The Parties agree that information provided on Claim Forms by the Public Health Insurers shall be kept confidential, shall be used only for purposes of reviewing or administering the Settlement, and shall not be used for marketing or any other commercial purposes.

- e) The Claims Administrator will be an agent of the Courts, and will be subject to the Courts' supervision and direction as circumstances may require. The Claims Administrator will administer the Notice Program and Claims process, and oversee the distribution of Settlement Fund to Settlement Class Members in accordance with the terms of the Settlement and the Final Orders of the Courts.
- f) The Claims Administrator shall administer the terms of this Settlement Agreement by resolving Claims in a cost effective and timely manner.
- g) The Claims Administrator shall maintain records of all Claims submitted. The Claims Administrator shall maintain all such records until the later of 180 days after either the Claims Deadline or all Claims have been finally resolved, and such records will be made available upon request to the Parties' counsel. Claim Forms and supporting documentation will be provided only to a Court upon request and to the Parties upon request. The Claims Administrator also shall provide such reports and such other information to the Courts as they may require.
- h) The Claims Administrator will review and validate all Claims submitted by Settlement Class Members and Public Health Insurers.

- i) The determination of the validity of Claims submitted by Settlement Class Members (or by Persons who purport to be members of the Settlement Class) and Public Health Insurers shall be made by the Claims Administrator. The Claims Administrator shall have the discretion to review Claims with the objectives of efficiency and effecting substantial justice to the Parties and the Settlement Class Members.
- j) The Claims Administrator shall have the right to contact Settlement Class Members and Public Health Insurers to validate Claims. The validity of a Claim will be assessed based on the totality of the Claim. The inability of a Settlement Class Member or Public Health Insurer to provide precise dates of purchase, price paid, or the identity of the selling pharmacist will not *per se* invalidate a Claim, but will be assessed with other factors for purposes of validation. Issues regarding the validity of Claims that cannot be resolved by the Claims Administrator shall be submitted to the Parties' Counsel for resolution and, if no resolution is reached, to the applicable Court.
- k) The Claims Administrator shall cause a website to be created in both English and French containing Claims information and relevant documents, including but not limited to, all applicable deadlines; the Long-Form Settlement Notice, in both English and French; a downloadable Claim Form, in both English and French, that may be submitted online or by mail; FAQs and answers in both English and French; copies of the orders of the Courts pertaining to the Settlement; a copy of this Agreement; a toll-free telephone number and addresses to contact the Claims Administrator by e-mail and mail. The cost of creating and maintaining this website will be paid from the Settlement Fund.
- l) The Parties agree that the Claims Administrator shall not be responsible for the administration of the Extended Exchange Program which shall be administered by Sanofi.

## **SECTION 7. OPTING OUT**

### **1. Procedure**

- a) A member of a Settlement Class may opt-out of the Settlement Proceedings by sending a written election to opt-out, signed by the Person, by mail, courier or facsimile to the Claims Administrator or, for members of the Quebec Settlement Class, to the Quebec Court using an Opt-Out Form in the form attached hereto as Exhibit "E".
- b) An election to opt-out will only be effective if it is actually sent to the Claims Administrator or, for members of the Quebec Settlement Class, to the Quebec Court and received or post-marked on or before the Opt-Out Deadline.
- c) An election to opt out will only be effective if it is on behalf of a single Person or on behalf of one or more Persons residing at the same address. So-called "mass" or "class" opt-outs shall not be allowed.
- d) Quebec Settlement Class Members who have commenced Other Actions or commence Other Actions and fail to discontinue such Other Actions by the Opt-Out Deadline shall be deemed to have opted out.
- e) Settlement Class Members outside of Quebec will be deemed to consent to the dismissal, without costs and with prejudice, of his, her or its Other Actions against the Releasees. All Other Actions commenced in any province or territory of Canada by any Settlement Class Member outside of Quebec who does not opt-out shall be dismissed against the Releasees, without costs and with prejudice.

2. **Opt-Out Notification and Report**

- a) The Claims Administrator shall provide the Parties through their respective counsel with any Opt-Out forms within one (1) business day of receipt of the Opt-Out Form.
- b) On the date of the expiration of the Opt-Out Deadline, the Claims Administrator shall provide to the Parties through their counsel, to the extent that such information is known by the Claims Administrator, the following information in respect of each Person, if any, who has opted out of the Settlement Proceedings:
  - i. the Person's full name, current address and telephone number;
  - ii. the Settlement Proceeding from which the Person is opting out;
  - iii. the reasons for opting out, if available; and
  - iv. a copy of all information provided by that Person in the opting-out process.

**SECTION 8. NOTICES TO SETTLEMENT CLASSES**

1. **Pre-Approval Notice**

- a) The proposed Settlement Classes will be notified of the date of the Settlement Approval Motion by way of the Pre-Approval Notice. The Courts will be asked to approve the Pre-Approval Notice substantially in the forms attached hereto as Exhibit "B1" and "B2". Subject to approval of the Courts, the Claims Administrator shall cause the Pre-Approval Notice to be published and distributed in the manner described in the Notice Program attached as Exhibit "C" by a date to be set by the Courts.

2. **Settlement Notice**

- a) The Settlement Classes shall be notified of the approval of the Settlement by way of the Settlement Notice, which shall include the Short-Form Settlement Notice substantially in the form attached as Exhibit "D1" and the Long-Form Settlement Notice substantially in the form attached as Exhibit "D2". Subject to approval of the Courts, the Claims Administrator shall cause the Settlement Notices to be published and distributed in the manner described in the Notice Program attached as Exhibit "C". The publication and distribution of the Settlement Notices shall commence within the thirty (30) day period commencing on the Effective Date, or within such later period as agreed by the Parties and approved by the Courts.

3. **Notice to Public Health Insurers**

- a) The Claims Administrator or Class Counsel will advise the FAAC and all Public Health Insurers of the terms of the Settlement within fifteen (15) days of the Settlement Agreement being fully executed. If payments are made to any Public Health Insurers, the Claims Administrator will obtain a specific signed release from the Public Health Insurers, which will be in addition to the releases of any other claims by the Public Health Insurers which are released as part of the Released Claims which will be approved by the Court as part of the Settlement.

**SECTION 9. CLASS COUNSEL FEES AND HONORARIA**

**1. Class Counsel Fees**

- a) Class Counsel agrees to bring applications or motions before the Courts for approval of the Class Counsel Fees in the amount of CDN \$300,000.00, inclusive of all fees, disbursements, expenses, interest, GST, PST, HST and other applicable taxes or charges in relation to all of the Settlement Proceedings combined. Such Class Counsel Fees as approved by the Courts will be paid to Class Counsel within ninety (90) days of the Effective Date. For greater certainty, it is expressly agreed that the Defendants shall not be obligated to pay Class Counsel Fees greater than the lesser of:
- i. CDN \$300,000.00; and
  - ii. the total amount for Class Counsel Fees approved by the Courts.

**2. Supplemental Class Counsel Fees**

- a) At the end of the Claims period, once all Claims of the Settlement Class Members and the Public Health Insurers have been determined and paid, all honoraria, Claims Administration Expenses, Notice Expenses, and any applicable taxes, have been paid from the Settlement Fund, if there remains a balance in the Settlement Fund, Class Counsel may petition a Court to obtain additional remuneration not exceeding the net balance. If the designated Court refuses Class Counsel's petition for Supplemental Class Counsel Fees, in whole or in part, the balance will be remitted to Food Allergy Canada. The Parties agree that subject to an order of the Courts, they will seek to have the Saskatchewan Court designated as the Court to evaluate the Supplemental Class Counsel Fees and seek leave from the Quebec Court not to require its approval of the Supplemental Class Counsel Fees.

**3. Honoraria**

- a) The Plaintiffs shall seek an Honoraria of CDN \$2,000 per Plaintiff payable from the Settlement Fund and the Defendants agree that they will not object to, or otherwise challenge, the Plaintiffs' applications, motions or requests for an Honoraria award in this amount. If awarded by the Court(s), such Honoraria awards will be paid from the Settlement Fund to Class Counsel on behalf of the Plaintiffs within thirty (30) days after the later of: (a) the Effective Date; and (b) the date on which the last Court renders its decision approving the Honoraria awards.

**SECTION 10. TERMINATION OF SETTLEMENT AGREEMENT**

**1. Termination — Absence Or Insufficiency Of Court Approval**

- a) In the event that:
- i. any Court declines to approve this Settlement Agreement or any material part hereof;
  - ii. any Court does not certify or authorize the Settlement Proceeding as a class proceeding for the purpose of settlement;
  - iii. any Court approves this Settlement Agreement in a materially modified form; or



- iv. any orders approving this Settlement Agreement made by any Court do not become Final Orders,

this Settlement Agreement shall be terminated and, except as provided for in Section 10(3), it shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

- b) It is expressly agreed that the failure or refusal of a Court to grant or approve, in whole or in part, the request for Class Counsel Fees or Supplemental Class Counsel Fees as provided herein or the request for honoraria to Plaintiffs as provided for herein, shall not be deemed to be a refusal or failure by the Court to approve this Settlement Agreement or any material part hereof nor be deemed to be a material modification of all, or a part, of this Settlement Agreement, and shall not provide any basis for the termination of this Settlement Agreement.

2. **Termination — Opt-Out Threshold Exceeded**

- a) In the event that the number of members of the Settlement Classes who exercise their rights to opt out under this Settlement Agreement exceeds the number set forth in the separate Opt-Out Threshold Agreement between the Parties (the "**Opt-Out Threshold**"), the Defendants may, at their sole discretion, terminate this Settlement Agreement by serving written notice upon Class Counsel within one (1) business day of receiving the Opt-Out report from the Claims Administrator.
- b) The Opt-Out Threshold Agreement shall be available upon request to the Courts but shall not be filed with the Courts or otherwise disclosed to any Person other than Class Counsel, the Defendants' Counsel and the Defendants. To the extent that a Court requests a copy of the Opt-Out Threshold Agreement, the Parties shall request that the document be filed under seal.

3. **If Settlement Agreement is Terminated**

- a) If this Settlement Agreement is terminated:
- i. no motion to certify or authorize any of the Proceedings as a class action on the basis of this Settlement Agreement or to approve this Settlement Agreement, which has not been heard, shall proceed;
  - ii. any order certifying or authorizing a Settlement Proceeding as a class action on the basis of the Settlement Agreement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and all Persons shall be estopped from asserting otherwise;
  - iii. any prior certification or authorization of a Settlement Proceeding as a class action, including the definitions of the Settlement Class and the Common Issue, shall be without prejudice to any position that any of the Parties may later take on any issue in the Proceedings or any other litigation; and
  - iv. within ten (10) days of such termination having occurred, Class Counsel shall destroy all documents or other materials provided by the Defendants or containing or reflecting information derived from such documents or other materials received from the Defendants and, to the extent Class Counsel has disclosed any documents or information provided by the Defendants to any other Person, shall recover and destroy such documents or information. Class Counsel

shall provide the Defendants with a written certification by Class Counsel of such destruction. Nothing contained in this Section shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by the Defendants, or received from the Defendants in connection with this Settlement Agreement, may not be disclosed to any Person in any manner or used, directly or indirectly, by Class Counsel or any other Person in any way for any reason, without the express prior written permission of the Defendants. Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel.

4. **Survival of Provisions After Termination**

- a) If this Settlement Agreement is terminated the provisions of Sections 2, 10 and the Definitions (in Section 1 herein), shall survive the termination and continue in full force and effect. The Definitions, shall survive only for the limited purpose of the interpretation and implementation of Section 2 and 10, within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately. The Parties expressly reserve all of their respective rights if this Settlement Agreement does not become effective or if this Settlement Agreement is terminated.

**SECTION 11. RELEASES AND DISMISSALS**

1. **Release of Releasees**

- a) Upon the Effective Date, and in consideration of the Settlement Consideration, the Releasers forever and absolutely release the Releasees from the Released Claims.

2. **No Further Claims**

- a) The Releasers 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, any action, suit, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto.

3. **Dismissal of Settlement Proceedings**

- a) The Quebec Settlement Proceedings shall be approved for the purposes of settlement, and then both Settlement Proceedings shall be dismissed with prejudice and without costs.

4. **No Further Litigation**

- a) Class Counsel, and anyone currently or hereafter employed by, associated with, or in partnership with Class Counsel, may not directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person which relates to or arises from the Released Claims. Moreover, these Persons may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or unless ordered to do so by a court.

## SECTION 12. MISCELLANEOUS

### 1. Motions for Directions

- a) Class Counsel, the Defendants or the Claims Administrator may apply to one or more of the Courts for directions in respect of the implementation and administration of this Settlement Agreement.

### 2. Motions on Notice

- a) All motions or applications contemplated by this Settlement Agreement shall be on notice to the Parties in the proceeding in which the motion or application is brought and on a without costs basis.

### 3. Headings, etc.

- a) In this Settlement Agreement:
  - i. the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
  - ii. the terms "this Settlement Agreement", "hereof", "hereunder", "herein", and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement unless such section or portion is expressly specified.

### 4. Computation of Time

- a) In the computation of time in this Settlement Agreement, except where a contrary intention appears,
  - i. where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
  - ii. 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.

### 5. Governing Law

- a) This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Quebec.

### 6. Exhibits

- a) All Exhibits to this Settlement Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein. In the event of any variance between the terms of this Settlement Agreement and any of the Exhibits hereto, the terms of this Settlement Agreement shall govern and supersede the Exhibit(s). The parties agree to act reasonably as it relates to any modifications to the Exhibits that may be necessary to implement the terms of the Settlement.

7. **Waiver**

- a) The waiver by one Party of any provision or breach of the Settlement Agreement shall not be deemed a waiver of any other provision or any other breach of the Settlement Agreement.

8. **Amendments**

- a) This Settlement Agreement may not be modified or amended except in writing and on consent of the Defendants and Class Counsel and any such modification or amendment must be approved by the Court(s) with jurisdiction over the matter to which the amendment relates.

9. **Binding Effect**

- a) This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Defendants, the Releasees and all of their 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.

10. **Counterparts**

- a) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile signature or signature sent by e-mail shall be deemed an original signature for purposes of executing this Settlement Agreement and shall be binding.

11. **Negotiated Agreement**

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

12. **Language**

- a) The Parties acknowledge that they have required and consented that this Settlement 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.

13. **Transaction**

- a) The present Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Quebec*, and the Parties are hereby renouncing to any errors of fact, of law and/or of calculation.

14. **Recitals**

- a) The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

15. **Acknowledgements**

- a) Each of the Parties hereby affirms and acknowledges that:
- i. he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
  - ii. the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
  - iii. he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
  - iv. other than what is expressly set forth in the Settlement Agreement, no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party with respect to the first Party's decision to execute this Settlement Agreement.

16. **Authority of Class Counsel**

- a) To the extent that any provision or term of this Settlement Agreement expressly provides for the consent, agreement or approval of the Plaintiffs, the Parties or Class Counsel, the Plaintiffs acknowledge and agree that Class Counsel is authorized to give such consent, agreement or approval on behalf of the Plaintiffs and that the Plaintiffs will be bound by such consent, agreement or approval.

17. **Authorized Signatures**

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

18. **Notice**

- a) Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

**For the Plaintiffs:**

Merchant Law Group LLP  
100 - 2401 Saskatchewan Drive  
Regina, Saskatchewan S4P 4H8  
Tel: 306-359-7777  
Fax: 306-522-3299

For the Saskatchewan Settlement Class

E.F. Anthony Merchant, Q.C.  
Email: [tmerchant@merchantlaw.com](mailto:tmerchant@merchantlaw.com)

For the Quebec Settlement Class

Me Roch Dupont  
Email: [rdupont@merchantlaw.com](mailto:rdupont@merchantlaw.com)

**For Sanofi Canada:**

Norton Rose Fulbright Canada LLP  
Suite 2500  
1, Place Ville-Marie  
Montreal, Quebec H3B 1R1  
Tel: (514) 847-6071  
Fax: (514) 286-5474  
Email: [caroline.deschenes@nortonrosefulbright.com](mailto:caroline.deschenes@nortonrosefulbright.com)  
Attention: Caroline Deschênes

And to Sanofi-Canada's General Counsel

Sanofi-aventis Canada Inc.  
2905 Place Louis-R. Renaud,  
Laval, Quebec H7V 0A3  
Tel.: (514) 856-3950  
Fax: (514) 856-3921  
E-mail: [Robert.quesnel@sanofi.com](mailto:Robert.quesnel@sanofi.com)  
Attention: Robert Quesnel

**For Medivative:**

Langlois Lawyers LLP  
1250 René-Lévesque West,  
20th Floor  
Montréal, Quebec H3B 4W8  
Tel: (514) 282-7808  
Fax: (514) 845-6573  
E-mail: [vincent.deletoile@langlois.ca](mailto:vincent.deletoile@langlois.ca)  
Attention: Vincent de l'Étoile

19. Date of Execution

- a) The Parties have executed this Settlement Agreement as of the date on the cover page.

**MERCHANT LAW GROUP LLP**

*[Handwritten signature]*

Merchant Law Group LLP

For Tim Natrop and Francois Michaud  
and the classes they represent

**NORTON ROSE FULBRIGHT CANADA LLP**

*[Handwritten signature]*

Norton Rose Fulbright Canada LLP  
for Sanofi

**LANGLOIS LAWYERS LLP**

*[Handwritten signature]*

Langlois Lawyers LLP  
for Medivative

**EXHIBIT A1 — PRE-APPROVAL ORDERS FOR QUEBEC**

**SUPERIOR COURT**

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

No: 500-06-000772-158

DATE: , 2018

---

**BY: THE HONOURABLE MICHELINE PERRAULT, J.S.C.**

---

**FRANÇOIS MICHAUD**

Plaintiff

v.

**SANOFI-AVENTIS CANADA INC.,**

**SANOFI-AVENTIS U.S. LLC,**

**SANOFI S.A.,**

**SANOFI WINTHROP INDUSTRIE**

and

**MEDIVATIVE TECHNOLOGIES LLC**

Defendants

---

**J U D G M E N T**

---

- [1] The Plaintiff François Michaud is seeking to authorize a class action for the sole purpose of approving a settlement entered into with the Defendants and to obtain permission to disseminate a notice of authorization and settlement approval hearing to the class (the "**Pre-Approval Notice**").



## INTRODUCTION

- [2] Allerject epinephrine auto-injectors ("**Allerject**") are devices intended to be used in emergency situations as a first-line response to severe allergic reactions, either through self-injection or with the assistance of a caregiver.
- [3] This proposed class action arose further to the voluntary recall of Allerject that occurred in 2015 and onwards (the "**Recalls**"). The Plaintiff is alleging, *inter alia*, that Allerject was defective in its manufacture and that the Defendants failed to timely and properly implement the Recalls.
- [4] A similar class action is ongoing against the same Defendants in the Province of Saskatchewan.<sup>1</sup>
- [5] On ●, 2018, following arm's length negotiations, the Parties reached a settlement agreement on a national basis (the "**Settlement Agreement**"),<sup>2</sup> to fully and finally settle all claims asserted against the Defendants in relation to the proposed class action in this case and the proposed class action in the Province of Saskatchewan, both of which proposed to certify a national class.
- [6] The Settlement Agreement applies to the following Settlement Class in Quebec:
- All Persons who, at any time between December 11, 2012 and the Pre-Approval Notice Date:
- (i) purchased, used, ingested or acquired an Allerject Device in Quebec; or
- (ii) are the spouses, children, grandchildren, parents, grandparents, brothers, and sisters of the individuals identified in subparagraph (i) who by reason of their relationship to those individuals are entitled to assert a claim.
- [7] The Plaintiff and the Defendants have agreed to the terms of the Settlement Agreement, the whole subject to the approval of this Court, and without any admission of liability whatsoever by the Defendants and for the sole purpose of resolving the dispute between them.

## AUTHORIZATION FOR SETTLEMENT PURPOSES

- [8] The Defendants are consenting to the authorization of the present case as a class proceeding for the purposes of settlement only, which consent shall be withdrawn should the Settlement Agreement not be approved by the Court.<sup>3</sup>
- [9] When a defendant consents to the authorization of a class action for settlement purposes only, the analysis of the criteria set forth at article 575 C.C.P. must still be met, but is flexible, and takes into account the fact of the settlement.<sup>4</sup>

---

<sup>1</sup> Court of Queen's Bench of Saskatchewan (Regina) registry number 2757 of 2015.

<sup>2</sup> Exhibit R-●.

<sup>3</sup> *Communication Méga-Sat inc. c. LG Philips LCD Co. Ltd.*, 2013 QCCS 5592; *Lavoie c. Régie de l'assurance maladie du Québec*, 2013 QCCS 866; *Option Consommateurs c. Infineon Technologies, a.g.*, 2012 QCCS 6405.

<sup>4</sup> *Vallée c. Hyundai Auto Canada Corp.*, 2014 QCCS 3778; *Schachter c. Toyota Canada inc.*, 2014 QCCS 802; *Markus c. Reebok Canada inc.*, 2012 QCCS 3562; *Richard c. Volkswagen Group Canada inc.*, 2012 QCCS 5534.

- [10] Under reserve of the rights of the Defendants, the Plaintiff's Motion to Authorize the Bringing of a Class Action and to Ascribe the Status of Representative, the Exhibits in support thereof and the Affidavit of the Plaintiff dated ●, 2018, justify granting the present Motion in accordance with the criteria set forth at article 575 C.C.P. for settlement purposes only.
- [11] The Plaintiff and the Defendants have agreed to seek authorization for the following identical, similar or related question of law or fact, namely:
- a) Were the Defendants, or any of them, negligent in the manufacture, distribution, sale or recall of the Allerject epinephrine auto-injector?
- [12] The facts alleged seem to justify the conclusions sought.
- [13] The composition of the class makes it difficult or impractical to apply the rules for mandates to sue on behalf of others or for consolidation or proceedings because:
- a) Potential class members are dispersed across Quebec;
  - b) Given the costs and risks inherent in an action before the Courts, people could hesitate to institute an individual action against the Defendants;
  - c) Individual litigation of the factual and legal issues raised would increase delay and expenses to all parties and to the Court system.
- [14] The Plaintiff, who is requesting to obtain the status of representative, will fairly and adequately protect and represent the interest of the Class Members since the Plaintiff:
- a) Is captured by the definition of Class Member;
  - b) Was instrumental in instituting this class action and engaging counsel with experience in class actions;
  - c) Provided his attorneys with relevant information and instructed them to proceed with the present proceedings;
  - d) Participated in the settlement negotiations by providing input to his attorneys, ultimately instructing his attorneys to sign the Settlement Agreement;
  - e) Has a good understanding of what this class action is about and what the settlement provides to class members;
  - f) Has performed his responsibilities as the representative of the class and he will continue to do so insofar as the proposed settlements are concerned;
  - g) Has always acted in the best interests of the Class Members;
  - h) Has not indicated any possible conflict of interest with the Class Members.

## CLASS NOTICE

- [15] In accordance with the Settlement Agreement, the Pre-Approval Notice will be published in accordance with the Notice Program.<sup>5</sup>
- [16] The proposed dissemination of the Pre-Approval Notice shall be as outlined in Exhibit C of the Settlement Agreement.

### POUR CES MOTIFS, LE TRIBUNAL :

- [17] **ACCUEILLE** la présente Demande;
- [18] **DÉCLARE** que, pour l'application du présent Jugement, les définitions contenues dans la Convention de règlement (Pièce R-●), s'appliquent et y sont incorporées par renvoi;
- [19] **DÉCLARE** que l'ensemble de la Convention de règlement (Pièce R-●), (incluant son Préambule et ses Annexes) fait partie intégrale du présent Jugement;
- [20] **AUTORISE** l'exercice du recours du Québec pour les fins d'un règlement hors cour seulement, sous réserve des conditions de la Convention de règlement (Pièce R-●);
- [21] **ATTRIBUE** au Demandeur le statut de représentant du groupe du Québec ci-après décrit:

Toutes les personnes qui, à n'importe quel moment entre le 11 décembre 2012 et la date de publication de l'Avis de pré-approbation:

(i) ont acheté, utilisé, ingéré ou acquis un appareil Allerject au Québec; ou

(ii) sont les conjoints, époux, enfants, petits-enfants, parents, grands-parents, frères et soeurs des personnes identifiées au paragraphe (i) et qui, en raison de leur relation avec ces personnes, pourraient prétendre à une réclamation.

- [22] **IDENTIFIE** aux fins de règlement seulement, la question commune comme

### WHEREFORE, THE COURT:

- [17] **GRANTS** the present motion;
- [18] **DECLARES** that for the purposes of this Judgment, the definitions set out in the Settlement Agreement (Exhibit R-●) shall apply and are incorporated by reference;
- [19] **DECLARES** that the Settlement Agreement (Exhibit R-●) in its entirety (including its Preamble and its Exhibits) is an integral part of this Judgment;
- [20] **AUTHORIZES** the bringing of the Quebec Class Action for the purposes of settlement only, subject to the terms of the Settlement Agreement (Exhibit R-●);
- [21] **ASCRIBES** to the Plaintiff the status of class representative of the following Quebec Settlement Class:

All Persons who, at any time between December 11, 2012 and the Pre-Approval Notice Date:

(i) purchased, used, ingested or acquired an Allerject Device in Quebec; or

(ii) are the spouses, children, grandchildren, parents, grandparents, brothers, and sisters of the individuals identified in subparagraph (i) who by reason of their relationship to those individuals are entitled to assert a claim.

- [22] **IDENTIFIES** for the purposes of settlement

---

<sup>5</sup> Exhibit R-●.

étant la suivante :

a) Est-ce que les défenderesses ont été négligentes dans la fabrication, la distribution, la vente et/ou les rappels des auto-injecteurs d'épinéphrine Allerject?

[23] **ORDONNE** que l'audience de la Demande d'approbation du Règlement soit tenue à une date et une heure à être déterminée, en salle 2.08 [ou toute autre salle qui indiquée par avis à l'extérieur de la salle 2.08] au palais de justice de Montréal, 1, rue Notre-Dame Est (l'« Audience d'Approbation), où cette Cour devra décider :

- a) s'il convient d'approuver la Convention de règlement comme étant juste, raisonnable et dans le meilleur intérêt des Membres du Groupe;
- b) si la requête des Procureurs du Groupe relativement aux frais, débours et taxes applicables devrait être accordée; et
- c) toutes autres questions que la Cour peut juger appropriées;

[24] **APPROUVE** l'Avis de pré-approbation essentiellement en la forme de l'avis se trouvant dans les Annexes B1 et B2 de la Convention de règlement (Pièce R-●);

[25] **ORDONNE** que l'Avis de pré-approbation soit publié et diffusé essentiellement en conformité avec le Plan de Diffusion se trouvant dans l'Annexe C de la Convention de règlement (Pièce R-●);

[26] **ORDONNE** que la date et l'heure pour la tenue de l'audience de la Demande d'approbation du Règlement soient indiquées dans l'Avis de pré-approbation, bien qu'elles puissent être reportées par la Cour sans autre avis signifié aux Membres du Groupe, exception faite de l'avis qui sera affiché sur le site web du Règlement (le « site web du Règlement »);

[27] **APPROUVE** le Formulaire de demande d'exercice du droit d'exclusion substantiellement en la forme se trouvant dans l'Annexe E de la Convention de règlement

only, the common issue as follows:

a) Were the Defendants, or any of them, negligent in the manufacture, distribution, sale and/or recall of the Allerject epinephrine auto-injector?

[23] **ORDERS** that the hearing of the Settlement Approval Motion is to be held on a date and at a time to be determined, in room 2.08 [or any other courtroom, which will be indicated by the posting of a sign outside of room 2.08] at the Montreal Courthouse, 1, Notre-Dame Street East (the "Approval Hearing"), at which time this Court will be asked to decide:

- a) whether to approve the Settlement Agreement as fair, reasonable and in the best interests of the Class Members;
- b) whether Class Counsel's application for fees, disbursements and applicable taxes should be granted; and
- c) any other matters as the Court may deem appropriate;

[24] **APPROVES** the Pre-Approval Notice substantially in the form as set forth within Exhibits B1 and B2 to the Settlement Agreement (Exhibit R-●);

[25] **ORDERS** that the Pre-Approval Notice shall be published and disseminated substantially in accordance with the Notice Program as set forth within Exhibit C to the Settlement Agreement (Exhibit R-●);

[26] **ORDERS** that the date and time of the hearing of the Settlement Approval Motion shall be set forth in the Pre-Approval Notice, but may be subject to adjournment by the Court without further publication notice to the Class Members other than such notice which will be posted on the settlement website (the "Settlement Website");

[27] **APPROVES** the Opt-Out Form substantially in the form as set forth within Exhibit E to the Settlement Agreement (Exhibit

(Pièce R-●);

R-●);

[28] **ORDONNE** que tous les membres du recours du Québec qui désirent s'exclure du recours du Québec ne doivent pas soumettre un Formulaire de réclamation en vertu de la Convention de règlement et doivent transmettre un Formulaire de demande d'exercice du droit d'exclusion dûment rempli et signé à l'Administrateur des réclamations, lequel, pour être valable, doit être reçu ou oblitéré dans les trente (30) jours suivant la Date de l'Avis de pré-approbation ;

[28] **ORDERS** that all members of the Quebec Settlement Class who wish to opt out of the Quebec Class Action must elect not to file any Claim Form under the Settlement Agreement and must send a fully-completed and executed Opt-Out Form to the Claims Administrator which, to be effective, must be received or postmarked within thirty (30) days following the Pre-Approval Notice Date;

[29] **ORDONNE** que chaque membre du groupe qui s'exclue : (a) ne sera pas lié par la Convention de règlement, (b) ne sera pas en droit de recevoir les prestations payables en vertu de la Convention de règlement et (c) ne pourra se présenter à une audition ou s'opposer au règlement du recours du Québec ou à la Convention de Règlement;

[29] **ORDERS** that each Class Member who opts-out : (a) will not be bound by the Settlement Agreement, (b) will not be entitled to any benefits under the Settlement Agreement; and (c) will not be entitled to appear at any hearing or object to the settlement of this Quebec Class Action or the Settlement Agreement;

[30] **ORDONNE** que l'échéance pour l'exercice du droit d'exclusion de la Convention de règlement sera de trente (30) jours après publication de l'Avis de pré-approbation;

[30] **ORDERS** that the deadline for opting out of the de Settlement Agreement will be thirty (30) days after the Pre-Approval Notice is published;

[31] **APPROUVE** la nomination de Trilogy Class Action Services à titre d'Administrateur des réclamations aux fins de gérer le Plan de diffusion, recevoir les Formulaires de demande d'exercice du droit d'exclusion ou les objections soumises par les membres du groupe du Québec et remplir les autres fonctions, rôles et responsabilités de l'Administrateur des réclamations prévues dans la Convention de règlement, sujet aux termes et conditions de la Convention de règlement, incluant les ordonnances de cette Cour, prévues au présent Jugement;

[31] **APPROVES** Trilogy Class Action Services as Claims Administrator to carry out the Notice Program and to receive any Opt-Out Forms or objections submitted by Quebec Settlement Class Members, as well as to carry out the other functions, roles and responsibilities of the Claims Administrator contemplated in the Settlement Agreement, subject always to the terms and conditions of the Settlement Agreement, including the further Orders of this Court, as contemplated therein;

[32] **ORDONNE** aux membres du groupe du Québec de soumettre leurs objections écrites à l'approbation de la Convention de règlement avant le délai énoncé dans l'Avis de pré-approbation à l'Administrateur des réclamations, qui devra produire ces objections à la Cour avant l'Audience d'approbation. Les membres du groupe du Québec (ou leur procureur) qui ne produisent pas une objection écrite et indiquent qu'ils (ou leur procureur) ont l'intention de se présenter à l'Audience d'approbation ne peuvent se présenter et soulever une objection à

[32] **ORDERS** that Quebec Settlement Class Members may submit written objections to the approval of the Settlement Agreement before the deadline set out in the Pre-Approval Notice to the Claims Administrator, who shall file all such objections with the Court prior to the Approval Hearing. Quebec Settlement Class Members (or their counsel) who do not file a written objection and indicate that they (or their counsel) intend to appear at the Approval Hearing may not be entitled to appear and raise any objection at the Approval Hearing, at the

l'Audience d'approbation, à la discrétion du Court's discretion;  
tribunal;

[33] **ORDONNE** qu'un exemplaire du présent Jugement soit affiché sur le site web des Procureurs du Groupe; [33] **ORDERS** that a copy of this Judgment be posted on Class Counsel's website;

[34] **DÉCLARE** que, dans l'éventualité où la Convention de règlement est résiliée suivant ses termes, sans restreindre l'application des dispositions de la Convention de règlement : [34] **DECLARES** that if the Settlement Agreement is terminated in accordance with its terms, then, without restricting the application of the provisions of the Settlement Agreement:

- |  |  |
|--|--|
| a) les ordonnances incluses dans le présent Jugement seront écartées et n'auront plus aucun effet, sans préjudice aux droits des parties;  | a) the Orders included in the present Judgment shall be set aside and be of no further force or effect and without prejudice to any party; and   |
| b) toutes les négociations, les déclarations et les procédures liées à la Convention de règlement seront réputées être sans préjudice aux droits des parties au Québec et les parties seront réputées être replacées dans leurs positions respectives au Québec, immédiatement avant la signature de la Convention de règlement, ce qui comprend le droit des défenderesses de contester l'autorisation; | b) all negotiations, statements and proceedings relating to the Settlement Agreement shall be deemed to be without prejudice to the rights of the Parties with respect to Quebec, and the Parties shall be deemed to be restored to their respective positions with respect to Quebec existing immediately before the Settlement Agreement was executed, which includes, for the Defendants, the right to contest authorization; |

[35] **DÉCLARE** que dans le cas de divergence entre les conclusions françaises et anglaises de ce jugement, la version anglaise prévaudra; [35] **DECLARES** that in the case of any discrepancy between the French and English conclusions of this Judgment, the English version will prevail;

**LE TOUT, SANS FRAIS.**

**THE WHOLE, WITHOUT COSTS.**

---

MICHELINE PERRAULT, J.S.C.

Me Roch Dupont  
MERCHANT LAW GROUP  
Attorneys for the Plaintiff

Me Éric Dunberry  
Me Caroline Deschênes  
NORTON ROSE FULBRIGHT CANADA, LLP  
Attorneys for the Defendants Sanofi-Aventis Canada Inc., Sanofi-Aventis U.S. LLC, Sanofi S.A. and Sanofi Winthrop Industrie

Me Vincent de l'Étoile  
Me Annie Gallant  
LANGLOIS LAWYERS LLP  
Attorneys for the Defendant Medivative Technologies LLC

Date of hearing:

**EXHIBIT A2 — PRE-APPROVAL ORDER FOR SASKATCHEWAN**

COURT FILE NUMBER Q.B. No. 2757 of 2015  
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN  
JUDICIAL CENTRE REGINA  
PLAINTIFF TIM NATROP  
SANOFI-AVENTIS CANADA INC.  
DEFENDANTS SANOFI-AVENTIS U.S., LLC  
and  
MEDIVATIVE TECHNOLOGIES LLC

Brought under *The Class Actions Act*, SS 2001, c C-12.01

**ORDER**

Order made this ● day of ●, 2018.

Before the Honourable Mr. Justice Barrington-Foote, in chambers this ● day of ●, 2018.

On the Application of ● lawyer on behalf of the Plaintiff Tim Natrop, and on hearing ●, lawyers on behalf of the Plaintiff, ● lawyer on behalf of the Defendants for Sanofi-Aventis Canada Inc. and Sanofi-Aventis U.S. LLC, and ●, lawyer on behalf of the Defendant Medivative Technologies LLC; and on reading the pleadings and materials filed, and on being advised that the Plaintiff Tim Natrop and the Defendants have entered into an agreement dated ●, 2018 (the "Settlement Agreement"); and on being advised that the Parties consent to this Order;

**THIS COURT ORDERS:**

1. Except to the extent that they are modified by this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order;
2. The Saskatchewan Proceeding is certified as a class action against the Defendants, for settlement purposes only;
3. The "Saskatchewan Settlement Class" is defined as:

All persons, other than Quebec Settlement Class members, who, at any time between December 11, 2012 and the Pre-Approval Notice Date:



(i) purchased, used, ingested or acquired an Allerject Device in Canada; or

(ii) are the spouses, children, grandchildren, parents, grandparents, brothers, and sisters of those individuals identified in subparagraph (i) who, by reason of their relationship are entitled to assert a claim.;

4. Tim Natrop is appointed as the representative plaintiff for the Saskatchewan Settlement Class;
5. The Plaintiffs seek damages, restitution and other relief in tort, in equity and under various legislation relating to the recall of Allerject;
6. The Saskatchewan Proceeding is certified on the basis that the following issue is common to the Settlement Class:
  - a) Were the Defendants, or any of them, negligent in the manufacture, distribution, sale or recall of the Allerject epinephrine auto-injector?
7. Trilogy Class Action Services is appointed as the Claims Administrator to facilitate the provision of notice and receive opt-out requests;
8. Any member of the Saskatchewan Settlement Class who wishes to opt-out of the Saskatchewan Proceeding must do so by sending a written election to opt-out to Trilogy Class Action Services in the form attached hereto as Exhibit to be postmarked or sent on or before a date that is thirty (30) days after the Pre-Approval Notice Date;
9. Any member of the Saskatchewan Settlement Class who has not validly opted-out of the within action by the date stipulated previously is bound by this Order and the Settlement Agreement, and will not be provided with a further opportunity to opt-out of the Saskatchewan Proceeding;
10. Any member of the Saskatchewan Settlement Class who has validly opted-out of the Saskatchewan Proceeding shall be excluded from the Saskatchewan Settlement Class shall not be bound by the Settlement Agreement, will have no rights in respect to and will not be entitled to receive any share of benefits payable in connection with same and will cease to be a class member;
11. This Order is binding upon each member of the Saskatchewan Settlement Class, including those persons who are minors or mentally incapable.

12. Requests to opt-out of these proceedings must be sent to Trilogy Class Action Services postmarked on or before the date that is thirty (30) days after the first newspaper publication of the Pre-Approval Notice.
13. The form of the Pre-Approval Notice is hereby approved substantially in the form attached hereto as Exhibit "●";
14. The plan of dissemination for the Pre-Approval Notice (the "Notice Program") as outlined in the Affidavit of Paul Battaglia of Trilogy Class Action Services dated \_\_\_\_\_ and attached hereto as Exhibit "●" is hereby determined to be reasonable and is approved in the form attached hereto as Exhibit "●"; and
15. The Pre-Approval Notice shall be disseminated in accordance with the Notice Program approved as part of this Order, and by any other additional means as may be ordered by the Court in the Quebec Proceedings;

ISSUED AT Regina, Saskatchewan, this ● day of ●, 2018.

---

Local Registrar

THE PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

---

Signature of E.F. Anthony Merchant, Q.C.  
Counsel for the Plaintiff

---

Signature of Randy Sutton  
Counsel for Sanofi-Aventis Canada Inc.  
and Sanofi-Aventis U.S. LLC

---

Signature of Vincent de l'Étoile  
Counsel for Medivative Technologies LLC

**EXHIBIT B1 — PRE-APPROVAL NOTICE (LONG FORM)**

**ALLERJECT® RECALL CLASS ACTIONS SETTLEMENT NOTICE**

**Important Legal Notice of a Class Action Settlement**

If you purchased or used an **Allerject®** epinephrine auto-injector after December 11, 2012, your rights could be affected by a proposed national class action settlement

**The Class Actions**

An Allerject® epinephrine auto-injector ("**Allerject Device**") is a medical device that is used in emergency situations as a first-line response to severe allergic reactions, either through self-injection or with the assistance of a caregiver. Class action lawsuits were commenced in Quebec and Saskatchewan (collectively, the "**Class Actions**") against, *inter alia*, Sanofi-Aventis Canada Inc. and Medivative Technologies LLC (the "**Defendants**") following a voluntary recall in 2015 of Allerject Devices sold in Canada (the "**Recalls**").

The Plaintiffs in the Class Actions allege that the Allerject Devices were defective and that the Defendants failed to timely and properly implement the Recalls. The Plaintiffs seek damages and other relief from the Defendants. The Defendants deny any wrongdoing or liability. Nonetheless, a national settlement has been reached whereby all claims by those who purchased, used, ingested or acquired the Allerject Devices between December 11, 2012 and the present date will be settled (the "**Settlement**"). A full copy of the Settlement Agreement is available at [www.insert.com](http://www.insert.com) or by contacting Trilogy Class Action Services at the address below.

The Settlement is subject to approval of the courts in Quebec and Saskatchewan (the "**Courts**") and individuals who purchased, used, ingested or acquired an Allerject Device, or those claiming through them, have an opportunity to Opt-Out of the Settlement by [insert date]. The Class Actions have been certified for the purposes of approving the Settlement.

The Settlement provides for the following benefits for the Settlement Class Members (as defined below) who, in exchange for a full release of claims against the Defendants and other related entities, will be entitled to the following:

- a) Individuals who: (1) having used a non-expired Allerject Device due to an allergic reaction; (2) allege they suffered personal injury; and (3) can establish they required additional medical as a result of the Allerject Device not functioning properly, will be entitled to obtain either \$2,000 or \$4,000 (or such lesser amount that may be available on a pro-rata basis from the settlement proceeds) upon filing a proof of claim which establishes their entitlement to recovery within the claims deadline; and
- b) Individuals who: (1) were not required to use their Allerject Device; (2) that have not already obtained a replacement device in furtherance of the Recalls; and (3) still have their Allerject Device, will be entitled to participate in an extended exchange program (the "**Extended Exchange Program**") as described in the press releases issued by Sanofi at the time of the voluntary recalls and at [www.allerject.ca](http://www.allerject.ca) wherein they will be provided a replacement device at no cost, provided that the Allerject Device is exchanged during an additional period of 12 months after the Settlement has been approved by the Courts.

If the Settlement is approved, the lawyers from Merchant Law Group who are advancing the Class Actions will ask the Courts to approve the deduction of certain amounts from the Settlement Fund, including costs incurred to distribute this notice, process opt-out requests and run the claims process and other disbursements. The Settlement also provides for legal fees of up to \$300,000, as may be approved by the Courts, payable to Merchant Law Group independently from the Settlement Fund with additional amounts that may also be available to

Merchant Law Group. If the Settlement is approved by the Courts, this will bring an end to the Class Actions and the Settlement Class Members will not be entitled to claim any other remedy or relief from the Defendants in relation their purchase, use, ingestion or acquisition of an Allerject Device.

### **RIGHT TO PARTICIPATE OR OPT-OUT**

You are a **Settlement Class Member** if at any time after December 11, 2012, you purchased, used, ingested or acquired an Allerject Device in Canada or are the spouse, child or relative of anyone who purchased, used, ingested or acquired an Allerject Device, and by reason of your relationship with that person are entitled to advance a claim.

If you qualify as a Settlement Class Member and wish to participate in the Settlement, you do not need to do anything at this time. Settlement Class Members who **do not opt out** will be bound by the Settlement and the releases in it, and will be entitled to share in any of the benefits that may become available to them as Settlement Class Members, provided that they proceed within the timeframes provided for in the Settlement Agreement to advance their claims or obtain a replacement device.

**If you are a Settlement Class Member and you do not wish to participate in the Settlement, then you must opt out. Opt-out forms are available at [www.insert.com](http://www.insert.com) or by contacting Trilogy Class Action Services at the address below.** The deadline to opt out of the Settlement and the Class Actions is [INSERT DATE]. By opting out, you are choosing:

- 1) **not** to take part in the Settlement;
- 2) **not** to participate in any way in the Class Actions, AND
- 3) **not** to participate in any benefits arising from the Settlement or the Class Actions.

Settlement Class Members **who opt out** will not be bound by the Settlement or the releases in the Settlement, but will also not be entitled to share in any of the proceeds that may become available to Settlement Class Members as part of the Settlement. The Class Actions will be dismissed as part of the Settlement. **There will be no further opportunity to opt out of the Settlement or the Class Actions.**

### **Settlement Approval Hearings**

Hearings to approve the Settlement and the fees of Merchant Law Group are scheduled for • before the Superior Court of Quebec (in Montreal) and before the Court of Queen's Bench for Saskatchewan (in Regina). Anyone can attend the hearings. If you wish to provide written comments on the Settlement or if you are a Settlement Class Member and object to the Settlement, you must provide your written comments or notice of objection by sending a copy to either the Superior Court of Quebec (in Montreal) or the Court of Queen's Bench for Saskatchewan (in Regina) and to Merchant Law Group at the address below by no later than, [date that is 7 days prior to the hearing]. Comments or objections will be considered by the Courts to determine whether to approve or reject the Settlement.

### **Claiming from the Settlement Fund and Implementation of the Extended Exchange Program**

If the Settlement is approved by the Courts, further information about how to make a claim or obtain a replacement device as part of the Extended Exchange Program will be made available. A further notice to the Settlement Class Members will also be published containing all the relevant information at [www.insert.com](http://www.insert.com). If you would like to receive direct notice of the claims process and any distribution efforts, please register at [www.●.ca](http://www.●.ca), or with Trilogy Class Action Services at the address below.

**Authorization/Certification as Class Proceedings for Settlement Purposes**

In order to implement the Settlement, the Courts have authorized/certified the Class Actions as class proceedings against the Defendants for settlement purposes only. If the Courts do not approve the Settlement, the benefits to the Settlement Class Members will not be available and the litigation between the parties will resume.

**DO YOU REQUIRE MORE INFORMATION ?**

FOR MORE INFORMATION on the status of the approval hearings or on how to opt out of the Class Actions, comment or object to the Settlement, or to view the Settlement Agreement and a list of other definitions that apply to this Notice, visit [www.insert.ca](http://www.insert.ca), which will be periodically updated with information on the Settlement approval process and the Class Actions. For communications with the Opt-Out Administrator, Trilogy Class Action Services, call ●, email ●, fax ● or write to ●. This notice is a summary of the Settlement. You should consult the Settlement Agreement for specific details as to your rights and obligations under the Settlement.

Class Counsel are Merchant Law Group LLP and can be reached at ●@● and at (●) ●-● (name)

This notice has been approved by the Courts.

**EXHIBIT B2 —PRE-APPROVAL NOTICE (SHORT FORM)**

**ALLERJECT® RECALL CLASS ACTIONS SETTLEMENT NOTICE**

**Important Legal Notice of a Class Action Settlement**

**If you purchased or used an Allerject® epinephrine auto-injector after December 11, 2012, your rights could be affected by a national class action settlement**

An Allerject® epinephrine auto-injector is a medical device that is used in emergency situations as a first-line response to severe allergic reactions. Class action lawsuits were commenced in Quebec and Saskatchewan following a voluntary recall in 2015 of Allerject Devices sold in Canada.

A national settlement has been reached whereby all claims by those who purchased, used, ingested or acquired an Allerject® Device between December 11, 2012 and the present date will be settled.

You are included in the Class Actions if at any time after December 11, 2012, you purchased, used, ingested or acquired an Allerject® Device in Canada or are the spouse, child or relative of anyone who purchased, used, ingested or acquired an Allerject® Device.

Please visit at [www.insert.com](http://www.insert.com) or contact Trilogy Class Action Services at the address below for a full copy of the Settlement Agreement and to obtain more information about:

- a) The benefits of the Settlement for the Settlement Class Member;
- b) The approval process of the Settlement before the Courts and the hearings scheduled for that purpose, how to attend or make comments on the Settlement, as the case may be;
- c) How to formulate a claim if the Settlement is approved by the Courts;
- d) How to opt-out of the Settlement and the Class Action, as the case may be;
- e) The legal fees of the lawyers advancing the Class Actions.

You may Opt-Out of the Settlement and the Class Action by [insert date]. This is the only opportunity for class members to do so.

A court hearing to approve the national settlement has been scheduled for [insert date]. If you wish to object to the approval, you may do so. Information on how to object is provided at [www.insert.com](http://www.insert.com).

Another notice will be published and additional information will be provided if the Settlement is approved by the Court.

\* \* \*

To obtain more information about the Class Actions, the Settlement, this notice and the topics above, visit [www.insert.com](http://www.insert.com), which will be periodically updated.

You may also contact Trilogy Class Action Services, call ●, email ●, fax ● or write to ●.

The lawyers advancing the Class Actions are Merchant Law Group LLP and can be reached at ●@● and at (●) ●-● (name).

This notice has been approved by the Courts.

**EXHIBIT C – NOTICE PROGRAM**

*Natrop v. Sanofi-Aventis Canada Inc, et al; QBG 2757 of 2015 (Saskatchewan)*  
*Michaud c. Sanofi-Aventis Canada et al., 500-06-000772-158 (Quebec)*

Paul Battaglia, President of Trilogy Class Action Services ("**Trilogy**") proposes the following method of dissemination of the Notice through social media to the Settlement Class Members regarding the Pre-Approval Motion and Settlement Motion ("**Notice Program**"), and the procedures to object, opt-out or file a claim as a Settlement Class Member ("**Claims Administration**").

The Plaintiff's Counsel and Defence Counsel will retain Trilogy to design and implement the Notice Program to disseminate the Notice to Settlement Class Members and to receive opt-out forms or other written documentation from any Settlement Class Member. The Plaintiffs and Defence Counsel will also ask that the Court appoint Trilogy as the Claims Administrator.

**Class Action Notice Program**

Due to the nature and size of the class and settlement, a cost-effective, digital and social media strategy will be employed for both Notice Programs.

The Notice Programs will consist of a Short Form Notice and a Long Form Notice (the "**Notices**").

The Notices will be written in both English and French to inform Settlement Class Members of the settlement approval hearing, opt-out deadline, the Settlement and claims process and the Extended Exchange Program to be disseminated as agreed to by the parties and approved by the Courts.

All Notices will include a toll-free number, email addresses, website addresses, Post Office Box address, and fax number for the objection, opt-out and claims administration.

**Trilogy will execute two separate Notice Programs**

**1) To provide Settlement Class Members adequate notice of the pending settlement and provide Settlement Class Members the options in regards to objecting or opting-out of the Settlement:** The Opt-Out Deadline is 30 days after the Pre-Approval Notice is published and any opt-out notices shall be delivered to both Plaintiffs' and Defendants' Counsel within 7 business days after the Opt-Out Deadline.

**2) To notify Settlement Class Members once the Settlement has been finalized and to file a Claim Form:** The objective of the Notice Program is to provide adequate notice of the Settlement and provide important information to Settlement Class Members, including the claims administration protocol. Settlement Class Members will be notified of the existence and terms of the Extended Exchange Program through the Notice approved by the Court.

Trilogy shall:

- Build and maintain a search engine optimized (SEO) website in both French and English
- Establish and maintain a toll free telephone line for Settlement Class Members' inquiries
- Secure designated email addresses
- Maintain a post office box
- Create and maintain a database for all communication and contact with Settlement Class Members
- Format the Notice to facilitate electronic versions of the notices for display online on various websites.

Based on currently available information, we estimate the Notice Program will cost an \$10,000 to \$20,000. Trilogy will work with both Plaintiffs' Counsel and Defence Counsel in regards to the Notice Program costs once everything has been finalized and approved.



**EXHIBIT D1 – SETTLEMENT NOTICE (SHORT FORM)**

**ALLERJECT® RECALL CLASS ACTIONS SETTLEMENT NOTICE**

**Important Legal Notice of Class Actions Settlement and How to Claim**

**If you purchased or used an Allerject® epinephrine auto-injector after December 11, 2012, your rights are affected by a class action settlement and this notice**

An Allerject® epinephrine auto-injector is a medical device that is used in emergency situations as a first-line response to severe allergic reactions. Class action lawsuits were commenced in Quebec and Saskatchewan following a voluntary recall in 2015 of Allerject Devices sold in Canada.

A national settlement has been reached and **approved by the Court** whereby all claims by those who purchased, used, ingested or acquired an Allerject® Device between December 11, 2012 and the present date have been definitively settled.

You are included in the Class Actions and bound by the Settlement if, not having opted-out, at any time after December 11, 2012, you purchased, used, ingested or acquired an Allerject® Device in Canada or are the spouse, child or relative of anyone who purchased, used, ingested or acquired an Allerject® Device.

**You may no longer opt-out or object to the Settlement. Advancing a claim under the Settlement or seeking an exchange of your Allerject Device are the only remedies and relief the Settlement Class Members have in relation to the Class Actions and the Recalls.**

**THE SETTLEMENT BENEFITS**

If you contend that you have suffered personal injury as a result of having used an unexpired Allerject Device that did not provide the expected pharmacological response further to an allergic reaction, or if you are the spouse, child or relative or somebody contending having suffered personal injury in such a context, you may file a claim from the Settlement Fund before [insert date].

Please visit at [www.insert.com](http://www.insert.com) or contact Trilogy Class Action Services to obtain the Claim Form, for all the important information about filing a claim, the information you will have to provide and a full description of the settlement benefits.

Also, if you still have an Allerject Device, you may visit your local pharmacy to exchange it for an Epi-Pen® epinephrine auto-injector at **no charge** before [insert date].

**FOR MORE INFORMATION**

To obtain more information about the Class Actions, the Settlement, this notice and the topics above, visit [www.insert.com](http://www.insert.com), which is periodically updated.

You may also contact Trilogy Class Action Services, call ●, email ●, fax ● or write to ●.

The lawyers advancing the Class Actions are Merchant Law Group LLP and can be reached at ●@● and at (●) ●-● (name).

**THERE WILL BE NO FURTHER NOTICE IN RELATION TO THE ALLERJECT® RECALL CLASS ACTIONS SETTLEMENT**

This notice has been approved by the Courts.

**EXHIBIT D2 – SETTLEMENT NOTICE (LONG FORM)**

**ALLERJECT® RECALL CLASS ACTIONS SETTLEMENT NOTICE**

**Important Legal Notice of a Class Action Settlement and How to Claim**

If you purchased or used an **Allerject®** epinephrine auto-injector after December 11, 2012, your rights are affected by a national class action settlement and this notice

**THE CLASS ACTIONS**

An Allerject® epinephrine auto-injector ("**Allerject Device**") is a medical device that is used in emergency situations as a first-line response to severe allergic reactions, either through self-injection or with the assistance of a caregiver. Class action lawsuits were commenced in Quebec and Saskatchewan (collectively, the "**Class Actions**") against, *inter alia*, Sanofi-Aventis Canada Inc. and Medivative Technologies LLC (the "**Defendants**") following a voluntary recall in 2015 of Allerject Devices sold in Canada (the "**Recalls**").

The Plaintiffs in the Class Actions were alleging that the Allerject Devices were defective and that the Defendants failed to timely and properly implement the Recalls. The Plaintiffs were seeking damages and other relief from the Defendants. The Defendants deny any wrongdoing or liability. Nonetheless, a national settlement has been reached whereby all claims by those who purchased, used, ingested or acquired the Allerject Devices between December 11, 2012 and the present date have been settled (the "**Settlement**"). A full copy of the Settlement Agreement is available at [www.insert.com](http://www.insert.com) or by contacting Trilogy Class Action Services at the address below.

The Class Actions have been certified and the Settlement has been **approved** by the courts in Quebec and Saskatchewan (the "**Courts**"). This puts an end to the Class Actions.

You are a **Settlement Class Member and bound by the Settlement** if, not having opted-out, at any time after December 11, 2012, you purchased, used, ingested or acquired an Allerject Device in Canada or are the spouse, child or relative of anyone who purchased, used, ingested or acquired an Allerject Device, and by reason of your relationship with that person are entitled to advance a claim.

**You may no longer opt-out or object to the Settlement. Advancing a claim under the Settlement or seeking an exchange of your Allerject Device are the only remedies and the only relief the Settlement Class Members have in relation to the Class Actions and the Recalls.** All other claims against the Defendants in relation to the Class Actions and the Recalls are now captured by a full release and not permitted.

**THE SETTLEMENT BENEFITS**

The Settlement provides for the following benefits for the Settlement Class Members (as defined above) who are entitled to the following:

- a) Individuals who: (1) having used a non-expired Allerject Device due to an allergic reaction; (2) allege they suffered personal injury; and (3) can establish they required additional medical treatment and/or hospitalization as a result of the Allerject Device not functioning properly, are entitled to obtain either \$2,000 or \$4,000 (or such lesser amount that may be available on a pro-rata basis from the settlement proceeds) upon filing a proof of claim which establishes their entitlement to recovery within the claims deadline; and
- b) individuals who: (1) were not required to use their Allerject Device; (2) that have not already obtained a replacement device in furtherance of the Recalls; and (3) still have their Allerject Device, will be entitled to participate in an extended exchange program (the "**Extended Exchange Program**") as described in the press releases issued by

Sanofi at the time of the voluntary recalls and at [www.allerject.ca](http://www.allerject.ca) wherein they will be provided a replacement device at no cost, provided that the Allerject Device is exchanged during an additional period of 12 months after the Settlement has been approved by the Courts.

## **CLAIMING FROM THE SETTLEMENT FUND AND IMPLEMENTATION OF THE EXTENDED EXCHANGE PROGRAM**

### **A. Settlement Class Members who allege they have suffered personal injury**

If you contend having suffered personal injury as a result of having used an unexpired Allerject Device that did not provide the expected pharmacological response further to an allergic reaction, or if you are the spouse, child or relative of somebody contending having suffered personal injury in such a context, you may file a claim from the Settlement Fund.

To be eligible for an indemnity if you are a qualifying Settlement Class Member, you **must** file a Claim Form before [insert date].

Settlement Class Members who do not timely submit a completed Claim Form shall not be eligible to receive benefits pursuant to the Settlement Agreement but will be bound by the remaining terms of the Settlement.

The Claim Form is available for downloading at [www.insert.com](http://www.insert.com) or by contacting the Claims Administrator Trilogy Class Action Services at the address below.

The Claim Form will require that you provide:

- a) Personal information and your coordinates;
- b) The receipt for the purchase of an Allerject Device;
- c) Medical records establishing the additional emergency medical treatment and/or hospitalization relating to the use of the Allerject Device;

All the information you are providing will be kept confidential. You may be contacted by the Claims Administrator after having filed your Claim Form.

Failure to provide all the information and documents in support of the Claim Form may invalidate it and deprive you of all settlement benefits.

The Claim Form must be signed by you, attesting the truth and accuracy of the information provided therein.

If your Claim Form is filed timely, is complete and that you are a qualifying Settlement Class Member, you will be receiving an indemnity as per the terms of the Settlement Agreement and your individual circumstances.

### **B. Extended Exchange Program**

If you still have an Allerject Device you may visit your local pharmacy to exchange it for an Epi-Pen® epinephrine auto-injector as described in the press releases issued by Sanofi at the time of the voluntary recalls and at [www.allerject.ca](http://www.allerject.ca) at **no charge** before [insert date]

## **DO YOU REQUIRE MORE INFORMATION?**

FOR MORE INFORMATION on the Class Actions, the Settlement Agreement, the Claim Process, the Claim Form, the Extended Exchange Program and a list of other definitions that apply to this Notice, visit [www.●.ca](http://www.●.ca), which is periodically updated with information on the Settlement approval process and the Class Actions.

For communications with the Claims Administrator, Trilogy Class Action Services, call ●, email ●, fax ● or write to ●. This notice is a summary of the Settlement. You should consult the Settlement Agreement for specific details as to your rights and obligations under the Settlement.

Class Counsel are Merchant Law Group LLP and can be reached at ●@● and at (●) ●-●  
(name).

***THERE WILL BE NO FURTHER NOTICE IN RELATION TO THE ALLERJECT® RECALL  
CLASS ACTIONS SETTLEMENT***

This notice has been approved by the Courts.

**EXHIBIT E – OPT-OUT FORM**

For the purposes of this Opt-Out Form, the following definitions apply (additional definitions are found on the bottom of this page):

“**Settlement**” means the settlement agreement made as between the Plaintiffs and the Defendants, a copy of which is available at: [www.●.com](http://www.●.com).

“**Class Actions**” means the following actions: *Michaud v. Sanofi-Aventis Canada Inc. et al.*, Superior Court of Quebec No. 500-06-000772-158 (Montreal) and *Natrop v. Sanofi-Aventis Canada Inc. et al*, SK QB No. 2757 of 2015 (Regina)

Generally speaking, a Settlement Class Member is a person having purchased or used an **Allerject** epinephrine auto-injector since December 11, 2012. If you wish to participate in the Settlement, you do not need to do anything at this time. **If you do not wish to participate in the Settlement, the deadline to opt out of the class actions is ●.** This is the only opportunity to opt-out of the Settlement and the Class Actions.

**Consequences of Opting Out**

By completing and returning this Opt-Out Form as set out below, you are choosing:

- 1) **not** to take part in the Settlement,
- 2) **not** to participate in any way in the Class Actions, AND
- 3) **not** to participate in any benefits arising from the Settlement or the Class Actions.

If you complete this Opt-Out Form you will not be bound by the Settlement or the release in the Settlement, but you will also not be entitled to share in any of the proceeds that may become available to Settlement Class Members as part of the Settlement. You will also not be entitled to participate in the continuation of the Class Actions, as the case may be.

In order to be effective, this form must be fully completed and sent to the Claims Administrator at the address set out below, and must be received or postmarked no later than **DATE**. Opt-Out Forms received or postmarked after **DATE** will not be accepted. For more information on the Settlement Agreement and the Allerject Recall Class Actions, please visit [www.●.com](http://www.●.com)

Your name: \_\_\_\_\_ (required)  
 Your address: \_\_\_\_\_ (required)  
 \_\_\_\_\_  
 \_\_\_\_\_

Province in which you purchased, ingested, used or acquired your **Allerject Device** \_\_\_\_\_ (required)

Your telephone number: (\_\_\_\_) \_\_\_\_-\_\_\_\_ (required)  
 Your email address: \_\_\_\_\_ (optional)

**Declaration:**  
I wish to opt-out of the Settlement and the Allerject Recall Class Actions. I understand that by submitting this Opt-Out Form I will not receive any benefits under the Settlement but will not be bound by the Settlement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Return completed Opt-Out Form to Trilogy Class Action Services**  
< **Trilogy Class Action Services** info and designated recipient >

For Quebec Class Members the completed Opt-Out Form may also be returned directly to the Superior Court of Quebec at the Montreal Courthouse.

---

**EXHIBIT F – CLAIM FORM**

**ALLERJECT NATIONAL CLASS ACTION SETTLEMENT  
PERSONAL INJURY CLAIM FORM**

**UNLESS NOTED OTHERWISE, YOU MUST ANSWER ALL OF THE QUESTIONS ON THIS CLAIM FORM, INCLUDE THE REQUESTED DOCUMENTATION, AND, IF NECESSARY, ATTACH ADDITIONAL SHEETS.**

**(Please type or use blue or black pen and write legibly)**

**Overview of the Claims Process:**

To be eligible for compensation, it is necessary that you first establish that you purchased, used, ingested or acquired an Allerject epinephrine auto-injector in either 0.15mg/0.15mL and 0.3mg/0.3mL strength (referred to as an **Allerject Device**) in Canada or you are the spouse, child, grandchild, parent, grandparent, brother or sister of the person who purchased or acquired the Allerject Device and by reason of that relationship with that person at law you are entitled to assert a claim.

If you meet this requirement, and you allege that you (or the person you are claiming on behalf of) suffered personal injury in one of the following two circumstances, you may be entitled to recover:

**A. Circumstance A - Level A Claim** — You (or the person you are claiming on behalf of) used an unexpired Allerject Device due to an allergic reaction, and the Allerject Device did not provide the expected pharmacological response and you (or the person you are claiming on behalf of) was required to seek emergency medical treatment without being hospitalized. If established you will be entitled to a payment of \$2,000, less certain amounts payable by Quebec residents to Quebec's class actions fund.

**B. Circumstance B - Level B Claim** - You (or the person you are claiming on behalf of) used an unexpired Allerject Device due to an allergic reaction, and the Allerject Device did not provide the expected pharmacological response and you (or the person you are claiming on behalf of) was required to seek emergency medical treatment and was hospitalized as a result of said allergic reaction. If established you will be entitled to a payment of \$4,000, less certain amounts payable by Quebec residents to Quebec's class actions fund.

If you fall within the circumstances described in either Circumstance A or B, you may be entitled to compensatory damages if you file this Claim Form by the Claims Deadline of [INSERT DATE].

If you are a Public Health Insurer (as defined in the Settlement Agreement) and are claiming in relation to the treatment of a person who meets the eligibility criteria above and who has a Level A Claim or a Level B Claim, you should also fill out his form and may be entitled to recover amounts pertaining to any insured health services provided. See the Settlement Agreement for further details.

Each Claim Form must be supported by proof or documentation as outlined herein and must comply with all other conditions and requirements specified herein, and will be considered and validated by the Claims Administrator. Note that the medical and pharmacy records set out below are necessary in order for the Claims Administrator to properly evaluate whether you satisfy the eligibility requirements as outlined in the Settlement Agreement and to perform a valuation of the claim.

Accordingly, the Claims Administrator will closely review the completeness of each Claim Form and supporting documentation to ensure that a complete set of the required pharmacy and medical records has been produced and that there is no evidence that any records have been withheld or in any way altered.

"Medical Records" means the entire record maintained by an individual healthcare provider or facility relating to the medical and/or history, care, diagnosis and treatment of a claimant including new patient intake forms completed by or on behalf of the claimant, doctors' notes, nurses' notes, physicians' orders, consultation reports, laboratory test results, reports of any diagnostic procedures, admission summaries, discharge summaries, consent forms, prescription or medication administration records, and all communications between a healthcare provider and a claimant (or his/her legal representative/guardian) or between two or more healthcare providers relating to a claimant.

"Pharmacy Records" means all documents that relate to the preparation, dispensing and provision of medicine, medical devices, or other treatment modalities by a pharmacy or any other person that dispenses prescription medication, or from a provincial healthcare organization that has a central registry of all prescriptions dispensed to an individual.

**Name and Contact Details of the Party Who is Claiming:**

First Name \_\_\_\_\_  
Middle Name \_\_\_\_\_  
Last Name \_\_\_\_\_

Street Address \_\_\_\_\_  
City \_\_\_\_\_  
Province \_\_\_\_\_  
Postal Code \_\_\_\_\_  
Country \_\_\_\_\_

Telephone \_\_\_\_\_  
E-mail \_\_\_\_\_

Language Preference:      English  French

**If you are Claiming on behalf of a Person or are a Public Health Insurer, name of the Person you are claiming on behalf of or the name of the Insured Person:**

First Name \_\_\_\_\_  
Middle Name \_\_\_\_\_  
Last Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_  
Province \_\_\_\_\_  
Postal Code \_\_\_\_\_  
Country \_\_\_\_\_  
Telephone \_\_\_\_\_  
E-mail \_\_\_\_\_  
Relationship to  
the person \_\_\_\_\_

Language Preference:      English  French



Please attach to this Claim Form a document(s) showing your authority to act on behalf of the claimant (e.g. a Power of Attorney, Letters of Administration, a Will, a Death Certificate).

**Legal Counsel Identification (if applicable)**

**This Section is to be completed only if a lawyer is representing the claimant. Please note that if you complete this Part, all correspondence will be sent to your lawyer.**

Law Firm Name \_\_\_\_\_  
Lawyer's Name \_\_\_\_\_  
  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Province \_\_\_\_\_  
Postal Code \_\_\_\_\_  
  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

**Healthcare Provider Information:**

Primary physician involved in the care of the individual that gives rise to the Claim:

Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_  
Province \_\_\_\_\_  
Postal Code \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

Primary physician involved in prescribing the Allerject Device:

Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_  
Province \_\_\_\_\_  
Postal Code \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

Pharmacist who dispensed the Allerject Device:

Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_  
Province \_\_\_\_\_  
Postal Code \_\_\_\_\_  
Phone \_\_\_\_\_

Fax \_\_\_\_\_  
Email \_\_\_\_\_

**Facts Concerning use of Allerject Device that Give Rise to Claim:**

Date Allerject Device Acquired: \_\_\_\_\_  
Lot Number (if available): \_\_\_\_\_  
Expiry Date (if available): \_\_\_\_\_

**Please provide a copy of the Pharmacy Records in relation to the dispensation of the Allerject Device**

**Alleged Circumstances:**

Describe the alleged circumstances giving rise to the use of the Allerject Device:

---

---

---

---

---

---

---

---

---

---

**Course of Treatment**

Describe the additional emergency medical treatment and/or hospitalization following deployment of the Allerject Device, including the name(s) and address(es) of any healthcare provider or hospital who has treated, particulars of any procedure(s) undertaken or medications prescribed, and provide supporting documentation as required below:

---

---

---

---

---

---

---

---

---

---

**Please provide a copy of the Medical Records of any healthcare professional or hospital who has treated the individual as a result of their use of the Allerject Device and which supports the information provided above from the date of use to the date that the medical condition fully resolved.**

I solemnly declare that all of the information provided in this Claim Form (which Claim Form has been approved for the purposes of the Settlement Proceedings) is true and correct and that all records produced are true, complete, and correct copies of the records provided to me by the healthcare provider(s), pharmacy(ies), provincial healthcare organization(s) and/or insurance companies.

I acknowledge that knowingly submitting a false claim could constitute civil or criminal fraud and contrary to the Order of the Court in these proceedings.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Witnessed by:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**EXHIBIT G1 – FINAL ORDER FOR QUEBEC**  
**SUPERIOR COURT**  
**(Class Action)**

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

No: 500-06-000772-158

DATE: , 2018

---

**BY: THE HONOURABLE MICHELINE PERRAULT, J.S.C.**

---

**FRANÇOIS MICHAUD**

Plaintiff

v.

**SANOFI-AVENTIS CANADA INC.,**

**SANOFI-AVENTIS U.S. LLC,**

**SANOFI S.A.,**

**SANOFI WINTHROP INDUSTRIE**

and

**MEDIVATIVE TECHNOLOGIES LLC**

Defendants

and

**LE FONDS D'AIDE AUX ACTIONS COLLECTIVES**

Mis en cause

---

**J U D G M E N T**

---

**INTRODUCTION**

[1] The Plaintiff François Michaud is seeking to approve a Settlement Agreement entered into

with the Defendants and to obtain permission to disseminate the Settlement Approval Notice to the class.

- [2] For the purposes of consistency, capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Settlement Agreement.
- [3] The facts of this case were set out in detail in this Court's Judgment approving the notice program relating to the Settlement Agreement dated ●, 2018.

#### THE SETTLEMENT AGREEMENT

- [4] On ●, 2018, following arm's length negotiations, the Parties entered into the Settlement Agreement<sup>6</sup> to fully and finally settle all claims asserted against the Defendants in relation to proposed class action in this case and that in the Province of Saskatchewan, both of which capturing a national class.
- [5] This Court has authorized the bringing of a class action against the Defendants for settlement purposes only and approved the Pre-Approval Notice — as did the Court in Saskatchewan.
- [6] The Settlement Agreement applies to the following Settlement Class in Quebec:
  - All Persons who, at any time between December 11, 2012 and the Pre-Approval Notice Date:
    - (i) purchased, used, ingested or acquired an Allerject Device in Quebec; or
    - (ii) are the spouses, children, grandchildren, parents, grandparents, brothers, and sisters of the individuals identified in subparagraph (i) who by reason of their relationship to those individuals are entitled to assert a claim.
- [7] The Plaintiff and the Defendants have agreed to the terms of the Settlement Agreement, the whole subject to the approval of this Court and that of Saskatchewan Court, and without any admission of liability whatsoever by the Defendants and for the sole purpose of resolving the dispute between the Parties.
- [8] The key terms of the Settlement Agreement are the following:
  - a) A Settlement Fund in the amount of \$200,000 for the individuals and Public Health Insurers in relation to the personal injury sustained for having used a non-expired Allerject Device due to an allergic reaction that did not provide the expected pharmacological response and required additional emergency medical treatment and/or hospitalization relating to the use of the Allerject Device;
  - b) An Extended Exchange Program permitting the individuals who still have an Allerject Device to exchange it in a local pharmacy for an Epi-Pen<sup>®</sup> epinephrine auto-injector at no charge until [insert date]
- [9] The release for the Defendants includes and encompasses any and all claims related to the allegations of the Proceedings and that are captured by the definition of Released Claims in the Settlement Agreement.
- [10] The Pre-Approval Notice has been properly disseminated and the Opt-Out Deadline for the Quebec Settlement Class expired on ●. There have been no opt-outs or objections to the Settlement Agreement.

---

<sup>6</sup> Exhibit R-●.

## APPROVAL OF THE SETTLEMENT AGREEMENT

[11] This Court approves the Settlement Agreement as fair, reasonable and in the best interest of the Quebec Settlement Class based on its analysis of the following factors as set out by the relevant case law.<sup>11</sup>

[12] In particular, this Court finds that:

- a) The amount offered in settlement is fair and adequate and worthy of approval;
- b) The Settlement Agreement was reached by experienced, fully-informed counsel after arm's length negotiations;
- c) Class Counsel is recommending the approval of the settlement;
- d) The risk, expense, complexity and duration of further litigation weighs in favour of approval;
- e) No Settlement Class Member has opted out of or objected to the Settlement Agreement.

## APPROVAL OF THE SETTLEMENT APPROVAL NOTICE

[13] In accordance with the Settlement Agreement, the Settlement Notice will be published in accordance with the Notice Program, informing the Class Members of the process and deadline to file a Claim Form and claim from the Settlement Fund.

[14] The proposed dissemination of the Settlement Notice is as outlined in Schedule C to the Settlement Agreement;

[15] This Judgment is based upon the foregoing findings of fact and conclusions of law, which are supported by the substantial evidence presented by the Parties hereto and the Settlement Class Members, all of which the Court has considered and is in the record before the Court.

### POUR CES MOTIFS, LE TRIBUNAL :

[16] **ACCUEILLE** la présente Demande;

[17] **DÉCLARE** que, pour l'application du présent Jugement, les définitions contenues dans la Convention de règlement (Pièce R-●) s'appliquent et y sont incorporées par renvoi;

[18] **APPROUVE** le règlement de cette action collective suivant les termes de la Convention de règlement, en conformité avec l'article 590 du *Code de procédure civile*;

[19] **DÉCLARE** que la Convention de

### WHEREFORE, THE COURT:

[16] **GRANTS** the present motion;

[17] **DECLARES** that for the purposes of this Judgment, the definitions set out in the Settlement Agreement (Exhibit R-●), shall apply and are incorporated by reference;

[18] **APPROVES** the settlement of this class action in accordance with the terms of the Settlement Agreement, pursuant to article 590 of the *Code of Civil Procedure*;

[19] **DECLARES** that the Settlement

<sup>11</sup> *Tremblay c. Lavoie*, 2014 QCCS 4955, *Vallée c. Hyundai Auto Canada Corp.*, 2014 QCCS 3778; *Option Consommateurs c. Union canadienne (L')*, *compagnie d'assurances*, 2013 QCCS 5505; *Markus c. Reebok Canada Inc.*, 2012 QCCS 3562; *Conseil pour la protection des malades c. CHSLD Manoir Trinité*, 2014 QCCS 2280; *Richard c. Volkswagen Group Canada inc.*, 2012 QCCS 5534; *Bouchard c. Abitibi-Consolidated Inc.*, (C.S.) Chicoutimi, dossier 150-06-000001-966, 15 juin 2004.

règlement (incluant son Préambule et ses Annexes) est valide, équitable, raisonnable, et dans le meilleur intérêt des Membres du Groupe du Québec;

[20] **DÉCLARE** que la Convention de règlement (incluant son Préambule et ses Annexes) constitue une transaction au sens des articles 2631 et suivant du *Code civil du Québec*, liant toutes les parties et tous les Membres du Groupe de Règlement qui ne se sont pas exclus en temps opportun;

[21] **DÉCLARE** que la Convention de règlement (incluant son Préambule et ses Annexes) fait partie intégrante du présent Jugement et a la même force exécutoire qu'une décision de cette Cour;

[22] **ORDONNE** que la Convention de règlement soit mise en oeuvre conformément à ses termes;

[23] **ORDONNE** aux Parties et aux Membres du Groupe de Règlement, sauf ceux exclus conformément à la Convention de règlement, de se conformer aux termes et conditions de la Convention de règlement;

[24] **ORDONNE** qu'à la Date de prise d'Effet, le recours du Québec sera rejeté avec l'effet de force de chose jugée, sans frais;

[25] **ORDONNE** qu'à la Date de prise d'Effet, le Demandeur François Michaud et les autres Parties donnant quittance donneront une quittance complète et absolue aux Parties quittancées à l'égard des Réclamations quittancées, en conformité avec la Convention de règlement;

[26] **ORDONNE** au Demandeur François Michaud et aux autres Parties donnant quittance de ne pas instituer, poursuivre, maintenir ou faire valoir directement ou indirectement, au Canada ou ailleurs, en leur nom ou au nom de tout groupe ou toute autre personne, toute action, poursuite, cause d'action, réclamation ou demande à l'encontre des Parties quittancées ou toute autre personne qui peut réclamer une contribution ou une indemnité d'une Partie quittancée relativement à toute Réclamation quittancée ou toute affaire qui lui est liée, en conformité

Agreement (including its Preamble and its Exhibits) is fair, reasonable and in the best interests of the Quebec Settlement Class;

[20] **DECLARES** that the Settlement Agreement (including its Preamble and its Exhibits) constitutes a transaction within the meaning of articles 2631 and following of the *Civil Code of Quebec*, binding all parties and all Settlement Class Members who have not opted-out in a timely manner;

[21] **DECLARES** that the Settlement Agreement (including its Preamble and its Exhibits) is an integral part of this Judgment and has the same enforceability as a decision from this Court;

[22] **ORDERS** that the Settlement Agreement shall be implemented in accordance with its terms;

[23] **ORDERS** the Parties and the Settlement Class Members, with the exception of those who are excluded in accordance with the terms and conditions of the Settlement Agreement, to abide by the terms and conditions of the Settlement Agreement;

[24] **ORDERS** that upon the Effective Date, the Quebec Class Action will be dismissed with prejudice and without costs;

[25] **ORDERS** that, upon the Effective Date, the Plaintiff François Michaud and all other Releasors forever and absolutely release the Releasees from the Released Claims, in accordance with the Settlement Agreement;

[26] **ORDERS** the Plaintiff François Michaud and all other Releasors not to 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, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released claim or any matter related thereto, in accordance with the Settlement Agreement;

avec la Convention de règlement ;

[27] **APPROUVE** le versement d'un honoraire de 2000 \$ au Demandeur François Michaud

[27] **APPROVES** the payment to the Plaintiff François Michaud of an honorarium in the amount of \$2,000;

[28] **ORDONNE** que Trilogy Class Action Services soit nommé Administrateur des réclamations en conformité avec la Convention de règlement;

[28] **ORDERS** that Trilogy Class Action Services be appointed as Claims Administrator in accordance with the Settlement Agreement;

[29] **ORDONNE** à l'Administrateur des réclamations de s'acquitter de ses obligations en conformité avec la Convention de règlement

[29] **ORDERS** the Claims Administrator to perform their obligations as provided in the Settlement Agreement;

[30] **ORDONNE** que le Montant du Règlement soit détenu en fidéicommiss par le Procureur du Groupe au bénéfice du Groupe du Règlement en conformité avec les termes et modalités de la Convention de règlement ou toute autre ordonnance de la Cour, le cas échéant;

[30] **ORDERS** that the Settlement Fund be held in trust by Class Counsel for the benefit of the Settlement Class in accordance with the terms and condition of the Settlement Agreement or any further order by this Court, as the case may be;

[31] **ORDONNE** que lorsque le Montant du Règlement sera distribué conformément à la Convention de règlement, les prélèvements du *Fonds d'aide aux actions collectives* soient effectués et soient remis conformément à la *Loi sur le Fonds d'aide aux actions collectives*, et le *Règlement sur le pourcentage prélevé par le Fonds d'aide aux actions collectives*;

[31] **ORDERS** that at such a time when the Settlement Fund is distributed pursuant to the Settlement Agreement, the levies by the *Fonds d'aide aux actions collectives* be collected and remitted in accordance with the *Act respecting the Fonds d'aide aux actions collectives* and with the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*;

[32] **DÉCLARE** que les Défenderesses et les Parties quittancées n'ont aucune responsabilité ni implication quant à l'administration ou la distribution du Montant du Règlement;

[32] **DECLARES** that the Defendants and the Releasees have no responsibility or involvement in the administration or distribution of the Settlement Fund;

[33] **APPROUVE** l'Avis d'approbation de la transaction essentiellement en la forme de l'avis se trouvant aux Annexes D1 et D2 de la Convention de règlement (Pièce R-●);

[33] **APPROVES** the Settlement Notice substantially in the form as set forth within Exhibits D1 and D2 to the Settlement Agreement (Exhibit R-●);

[34] **ORDONNE** que l'Avis d'approbation de la transaction soit publié et diffusé essentiellement en conformité avec le Plan de Diffusion se trouvant dans l'Annexe C de la Convention de règlement (Pièce R-●);

[34] **ORDERS** that the Settlement Notice shall be published and disseminated substantially in accordance with the Notice Program as set forth within Exhibit C to the Settlement Agreement (Exhibit R-●);



[35] **APPROUVE** la forme et le contenu du Formulaire de réclamation, se trouvant dans l'Annexe F de la Convention de règlement (Pièce R-●);

[35] **APPROVES** the form and content of the Claim Form set forth within Exhibit F to the Settlement Agreement (Exhibit R-●);

[36] **DÉCLARE** que, dans l'éventualité où la Convention de règlement est résiliée suivant ses termes, sans restreindre l'application des dispositions de la Convention de règlement :

[36] **DECLARES** that if the Settlement Agreement is terminated in accordance with its terms, then, without restricting the application of the provisions of the Settlement Agreement:

- a) les ordonnances incluses dans le présent Jugement seront écartées et n'auront plus aucun effet, sans préjudice aux droits des parties;
- b) toutes les négociations, les déclarations et les procédures liées à la Convention de règlement seront réputées être sans préjudice aux droits des parties au Québec et les parties seront réputées être replacées dans leurs positions respectives au Québec, immédiatement avant la signature de la Convention de règlement, ce qui comprend le droit des défenderesses de contester l'autorisation;

a) the Orders included in the present Judgment shall be set aside and be of no further force or effect and without prejudice to any party; and

b) all negotiations, statements and proceedings relating to the Settlement Agreement shall be deemed to be without prejudice to the rights of the Parties with respect to Quebec, and the Parties shall be deemed to be restored to their respective positions with respect to Quebec existing immediately before the Settlement Agreement was executed, which includes, for the Defendants, the right to contest authorization;

[37] **RÉSERVE** le droit des parties de s'adresser à la Cour pour solutionner quelque litige que ce soit découlant de la Convention de règlement;

[37] **RESERVES** the right of parties to ask the Court to adjudicate any dispute arising from the Settlement Agreement;

[38] **DEMEURE SAISI** de toute question relative au recours du Québec et/ou à l'administration, l'interprétation, la mise en œuvre ou l'exécution de la Convention de règlement;

[38] **REMAINS** seized with any issues that may arise with respect to the Quebec Class Action and/or the administration, interpretation, implementation and enforcement of the Settlement Agreement;

[39] **DÉCLARE** que la version anglaise de la Convention de règlement constitue l'entente entre les parties et que dans l'éventualité d'un conflit quant à son interprétation, la version anglaise aura préséance sur sa traduction française;

[39] **DECLARES** that the English version of the Settlement Agreement is the true agreement between the parties and shall prevail over the French translation in the event of any contradiction;

[40] **DÉCLARE** que dans le cas de divergence entre les conclusions françaises et anglaises de ce Jugement, la version anglaise prévaudra;

[41] **LE TOUT**, sans frais.

[40] **DECLARES** that in the case of any discrepancy between the French and English conclusions of this Judgment, the English version will prevail;

[41] **THE WHOLE**, without costs.

---

MICHELINE PERRAULT, J.S.C.

Me Roch Dupont  
MERCHANT LAW GROUP  
Attorneys for the Plaintiff

Me Éric Dunberry  
Me Caroline Deschênes  
NORTON ROSE FULBRIGHT CANADA, LLP  
Attorneys for the Defendants Sanofi-Aventis Canada Inc., Sanofi-Aventis U.S. LLC, Sanofi S.A.  
and Sanofi Winthrop Industrie

Me Vincent de l'Étoile  
Me Annie Gallant  
LANGLOIS LAWYERS LLP  
Attorneys for the Defendant Medivative Technologies LLC

**EXHIBIT G2 – FINAL ORDER FOR SASKATCHEWAN**

COURT FILE NUMBER Q.B. No. 2757 of 2015  
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN  
JUDICIAL CENTRE REGINA  
PLAINTIFF TIM NATROP  
SANOFI-AVENTIS CANADA INC.  
DEFENDANTS SANOFI-AVENTIS U.S., LLC  
and  
MEDIVATIVE TECHNOLOGIES LLC

Brought under *The Class Actions Act*, SS 2001, c C-12.01

**ORDER**

Order made this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_.

Before the Honourable Mr. Justice B.A. Barrington-Foote in chambers the \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

On the application of the ● lawyer on behalf of the Plaintiff Tim Natrop and on hearing ●, lawyer on behalf of the Defendants Sanofi-Aventis Canada Inc. and Sanofi-Aventis U.S. LLC, and ●, lawyer on behalf of the Defendants Medivative Technologies LLC; and on reading the pleadings and materials filed, and on being advised that the Plaintiff Tim Natrop and the Defendants have entered into an agreement dated ●, 2018 (the "Settlement Agreement"); and on being advised that the Parties consent to this Order;

**THIS COURT ORDERS:**

1. The Settlement Agreement, including all of its exhibits, as attached at Schedule "A", is approved in its entirety and is incorporated into this Order in its entirety and forms part of this Order, and the definitions in the Settlement Agreement shall be applied in interpreting this Order;
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail;
3. The Settlement Agreement is fair, reasonable and in the best interests of the Saskatchewan Settlement Class as defined in the Settlement Agreement;

4. The Settlement Agreement is hereby approved pursuant to section 38 of *The Class Actions Act*, SS 2001, c C-12.01 and shall be implemented in accordance with its terms and the terms of this Order;
5. This Order, including the Settlement Agreement, is binding upon the representative Plaintiff Tim Natrop and each and every member of the Saskatchewan Settlement Class (collectively the "Saskatchewan Settlement Class Member(s)") who have not validly opted-out and the Defendants;
6. If Saskatchewan Settlement Class members seek compensation pursuant to this settlement, Saskatchewan Settlement Class members shall truthfully and accurately complete the Relevant Claims Form as contemplated by the Settlement Agreement, and the Claims Administrator may at its discretion seek additional information or documents in administering the settlement or direction of this Court as to the implementation of the Settlement or approval of a Claim;
7. This Order, including the Settlement Agreement, is binding upon each Saskatchewan Settlement Class Member including those persons who are minors or mentally incapable and the requirements of Division 2 of Part 2 of the *Queen's Bench Rules* are dispensed with in respect of the Saskatchewan Proceeding;
8. Upon the Effective Date, each Saskatchewan Settlement Class Member shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions or proceedings he, she or it has commenced, without costs and with prejudice;
9. Upon the Effective Date, each Other Action or proceeding commenced by any Saskatchewan Settlement Class Member shall be and is hereby dismissed against the Releasees, without costs and with prejudice;
10. The Releases in the Settlement Agreement shall have full force and effect. Upon the Effective Date, the Releasors shall be conclusively deemed to have forever, finally and absolutely released the Releasees from the Released Claims as stipulated in the Settlement Agreement and as ordered by this Court;
11. The releases apply to each Releasor whether or not he or she receives compensation under the Settlement Agreement;
12. Upon the Effective Date, each Releasor shall not now or hereafter threaten, institute, prosecute, 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, any action, suit, cause of action, claim, proceeding, complaint or demand against, or collect or seek to recover from, any Releasee or any other person or persons who will or could bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity or any other relief against any Releasee in respect of any Released Claims or any matter related thereto, and are permanently barred and enjoined from doing so;

13. All claims for contribution, indemnity or other claims over against a Releasee, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Saskatchewan Proceedings or otherwise by any person who is not a Releasee against a Releasee are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made in respect of a claim by a Person who has validly opted-out of the Saskatchewan Proceeding);
14. The Claims Deadline is ninety (90) days from the date the Settlement Approval Notice is first published;
15. The Defendants shall have no further liability for additional or further payments other than as stated in the Settlement Agreement in relation to the Released Claims of Settlement Class Members, this order, or the Administration of the Settlement Agreement;
16. For purposes of enforcement of this Order and the Settlement Agreement, this Court will retain an ongoing supervisory role and the Defendants acknowledge the jurisdiction of this Court and attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order subject to the terms and conditions set out in the Settlement Agreement and this Order;
17. Neither the Defendants nor any Releasee shall have any responsibility or liability relating to the administration of the Settlement Agreement or the administration, investment, or distribution of the Settlement Fund;
18. Subject to the provisions of the Settlement Agreement, the Settlement Fund, plus accrued interest less any monies paid out pursuant to the Settlement Agreement, shall be held in trust for the benefit of the Settlement Class, in accordance with the terms and conditions set out in the Settlement Agreement and this Order;

19. The approval of the Settlement Agreement is contingent upon approval by the Quebec Court and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the Quebec Court and the Quebec Proceeding has been declared settled out of court as against the Defendants. If such order is not secured in Quebec this Order shall be null and void and without prejudice to the rights of the Parties to proceed with the Saskatchewan Proceeding and any agreement between the Parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice;
20. If the Settlement Agreement is terminated in accordance with its terms, on application on notice to the Plaintiff or the Defendants:
  - (a) This Order shall be declared null and void and be without prejudice to any party; and
  - (b) Each party to the Saskatchewan Proceeding shall be restored to his, her or its respective position in the Saskatchewan Proceeding as it existed immediately prior to the execution of the Settlement Agreement;
21. On notice to the Court, but without further order of the Court, the Parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any of the provisions in the Settlement Agreement;
22. Tim Natrop shall be paid an honoraria of \$2,000 from the Settlement Fund.
23. The form of the Settlement Notice is hereby approved substantially in the form attached hereto as Exhibit "●";
24. The dissemination for the Settlement Notice is hereby approved as per the Notice Program in the form attached hereto as Exhibit "●", previously approved by the Court;
25. Trilogy Class Action Services is appointed as the Claims Administrator to receive Claim Forms and implement the terms and conditions set out in the Settlement Agreement in relation thereto, and being granted the rights and obligations provided by the Settlement Agreement in that regard and for the distribution of the Settlement Fund, subject to any further order from this Court, at the case may be;
26. Each Settlement Class Member shall be deemed to have consented to a dismissal of the action without costs and with prejudice;

27. Any Saskatchewan Settlement Claim Member who fails to submit a Claim to the Claims Administrator in accordance with the provisions of the Settlement Agreement on or before the Claims Deadline shall not be entitled to receive any portion of the Settlement Fund as outlined in the Settlement Agreement;
28. Except as aforesaid, the Saskatchewan Proceeding be and is hereby dismissed against the Defendants without costs and with prejudice;
29. This Order may be endorsed in counterpart, electronically or by facsimile.

ISSUED AT Regina, Saskatchewan, this ● day of ●, 2018.

\_\_\_\_\_  
Local Registrar

THE PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

\_\_\_\_\_  
Signature of E.F. Anthony Merchant, Q.C.  
Lawyer for the Plaintiff

\_\_\_\_\_  
Signature of Randy Sutton  
Lawyer for Sanofi-Aventis Canada Inc.  
and Sanofi-Aventis U.S. LLC

\_\_\_\_\_  
Signature of Vincent de l'Étoile  
Lawyer for Medivative Technologies LLC



**CANADIAN ALLERJECT® RECALL CLASS ACTIONS  
AMENDMENT TO NATIONAL SETTLEMENT AGREEMENT**

Made as of October 3, 2018

between

TIM NATROP and FRANCOIS MICHAUD

(the "Plaintiffs")

and

SANOFI-AVENTIS CANADA INC.

("Sanofi Canada")

and

MEDIVATIVE TECHNOLOGIES LLC

("Medivative")

**CANADIAN ALLERJECT® CLASS ACTIONS  
AMENDMENT TO NATIONAL SETTLEMENT AGREEMENT**

**RECITALS**

**WHEREAS** on March 8, 2018, the Plaintiffs, Sanofi Canada and Medivative (collectively, the Parties) entered into a National Settlement Agreement with respect to the Canadian Allerject® Recall Class Actions (the National Settlement Agreement);

**AND WHEREAS** the Parties wish to amend the National Settlement Agreement on the terms set out herein;

**AND WHEREAS**, with the exception of the amendments set out below, the terms of the National Settlement Agreement shall remain in force as of the effective date of that agreement;

**AND WHEREAS** capitalized terms used in this Amendment to National Settlement Agreement without definition are so used as defined in the National Settlement Agreement;

**NOW THEREFORE** in consideration of the covenants and agreements 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 National Settlement Agreement shall be amended, subject to the approval of the Courts, on the following terms and conditions:

**SECTION 1. AMENDMENTS**

1. Exhibits C as referred to in the National Settlement Agreement shall be replaced in the form of Exhibit C attached to this Amendment to National Settlement Agreement.

2. **SECTION 1. Definitions**

a) The definition of "Settlement Agreement" shall be amended and replaced with the following definition:

"Agreement" or "Settlement Agreement" means the Settlement Agreement and the Amendment to National Settlement Agreement, including the recitals and all Exhibits attached thereto.

b) The definition of "Pre-Approval Notice Date" shall be amended and replaced with the following definition:

"Pre-Approval Notice Date" shall mean the date on which the final Pre-Approval Notice is published in any of the newspapers outlined in the Notice Program,

c) The definition of "Notice Expenses" shall be amended and replaced with the following definition:

"Notice Expenses" means the reasonable costs and expenses incurred, but not exceeding \$75,000, in connection with preparing, printing, mailing, disseminating, posting, emailing, internet hosting and/or publishing the Pre-Approval Notice and Settlement Notice, and all other aspects of administering the Notice Program. The

costs and expenses incurred in connection with the administration of the Notice Program in excess of \$75,000 will be assumed directly by the Defendants.

d) The definition of "Release Claims" shall be amended to read:

"Released Claims" means:

- (a) For Public Health Insurers, all Public Health Insurance Claims arising from the use of an Allerject Device by or on Settlement Class Members; and
- (b) For all other Releasers, 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 incurred, liabilities of any nature whatsoever, including interest, costs, expenses, penalties, and lawyers' fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, 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, relating in any way to any conduct anywhere, from the beginning of time to the date hereof, in respect of the producing design, sale, marketing, advertising, manufacture, distribution, donation, purchase, recall, withdrawal from sale, possession, handling, ingestion, exposure, or use of an Allerject Device or relating to any conduct alleged (or which could have been alleged) in the Proceedings including, without limitation, any such claims that have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of the purchase of the Allerject Device.

3. **SECTION 4. SETTLEMENT FUND**

a) Section 4(2)(a) of the National Settlement Agreement is hereby amended by restating such paragraph in its entirety as follows:

All Honoraria, Claims Administration Expenses and all Notice Expenses, and any applicable taxes, shall be paid from the Settlement Fund.

b) Section 4(3)(a) of the National Settlement Agreement is hereby amended by restating such paragraph in its entirety as follows:

If the value of the amounts payable as set out in paragraph 1 of this section exceed the dedicated aggregate amount in the Settlement Fund after the Honoraria, Claims Administration Expenses and Notice Expenses and all applicable taxes in relation to each have been deducted, claims will be paid on a pro rata basis to satisfy Level A Claims and Level B Claims.

For greater certainty, the Defendants shall not be required to pay any amount in addition to the CDN \$200,000 paid into the Settlement Fund pursuant to this Settlement Agreement to satisfy Claims or expenses, with the only exception being amounts paid to satisfy the Public Health Insurance Claims (set out below) or Notice Expenses in excess of \$75,000.

c) The following additional paragraph shall be added as section 4(4)(a) of the National Settlement Agreement:

**Public Health Insurance Claims**

In connection with each Level A and Level B Claim paid from the Settlement Fund, a Public Health Insurer of the province in which the Settlement Class Member was resident as of the date they submitted their Claim Form shall be entitled to be paid from the Settlement Fund as follows, (I) for each Level A Claim, \$100 per claim and (II) for each Level B Claim, \$200 per claim.

The Public Health Insurance Claims shall be paid out of the Settlement Funds after the payment of the Claims, Honoraria, Claims Administration Expenses, all Notice Expenses (other than Additional Notice Costs), and any applicable taxes.

To the extent that there are not sufficient funds in the Settlement Fund to satisfy the total Public Health Insurance Claims after deducting all Honoraria, Administration Expenses, Notice Expenses and taxes, the Defendants shall pay the amount of the Public Health Insurance Claims shortfall up to \$25,000.

If the Public Health Insurance Claims shortfall exceeds \$25,000 in total, the Public Health Insurance Claims shall be paid pro-rata to the respective Public Health Insurer in a share equal to the total amount of the claims divided by \$25,000.

The Claims Administrator shall be responsible for administering the Public Health Insurance Claims. If payments are made to any Public Health Insurers, the Claims Administrator will obtain a specific signed release from the Public Health Insurer.

4. **SECTION 6. CLAIMS DEADLINES, CLAIMS FORMS, AND ADMINISTRATION**

- a) All reference to "Public Health Insurance Claims" and "Public Health Insurers" shall be deleted from each subsection of section 6 of the National Settlement Agreement, with the balance of the provisions remaining unchanged.
- b) Section 6(d) of the National Settlement Agreement shall be deleted in its entirety.

5. **SECTION 8. NOTICES TO SETTLEMENT CLASSES**

- a) Section 8(3) of the National Settlement Agreement shall be deleted in its entirety.

6. **SECTION 12. MISCELLANEOUS**

- a) Under section 12(18) of the National Settlement Agreement, the contact information for counsel for Sanofi Canada shall be amended as follows and the balance of section 12(18) shall remain unchanged:

**For Sanofi Canada:**

Norton Rose Fulbright Canada LLP  
Royal Bank Plaza, South Tower, Suite 3800  
200 Bay Street, P.O. Box 84  
Toronto, Ontario M5J 2Z4  
Tel: (416) 216-4046

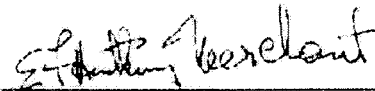
Fax: (416) 216-3930

Email: [randy.sutton@nortonrosefulbright.com](mailto:randy.sutton@nortonrosefulbright.com)  
Attention: Randy Sutton

7. **Date of Execution**

- a) The Parties have executed this Settlement Agreement as of the date on the cover page.

**MERCHANT LAW GROUP LLP**



Merchant Law Group LLP

For Tim Natrop and Francois Michaud  
and the classes they represent

**NORTON ROSE FULBRIGHT CANADA LLP**



Norton Rose Fulbright Canada LLP

for Sanofi

**LANGLOIS LAWYERS LLP**



Langlois Lawyers LLP

for Medivative

**EXHIBIT C – NOTICE PROGRAM**

*Natrop v. Sanofi-Aventis Canada Inc, et al; QBG 2757 of 2015 (Saskatchewan)*  
*Michaud c. Sanofi-Aventis Canada et al., 500-06-000772-158 (Quebec)*

Paul Battaglia, President of Trilogy Class Action Services (“Trilogy”) proposes the following method of dissemination of the Notice through conventional print and social media to the Settlement Class Members regarding the Pre-Approval Motion and Settlement Motion (“Notice Program”), and the procedures to object, opt-out or file a claim as a Settlement Class Member (“Claims Administration”).

The Plaintiff’s Counsel and Defence Counsel will retain Trilogy to design and implement the Notice Program to disseminate the Notice to Settlement Class Members and to receive opt-out forms or other written documentation from any Settlement Class Member. The Plaintiffs and Defence Counsel will also ask that the Court appoint Trilogy as the Claims Administrator.

**Class Action Notice Program**

Due to the nature and size of the class and settlement, a cost-effective, print, digital and social media strategy will be employed for both Notice Programs.

The Notice Programs will consist of a Short Form Notice and a Long Form Notice (the “Notices”).

The Notices will be written in both English and French to inform Settlement Class Members of the settlement approval hearing, opt-out deadline, the Settlement and claims process and the Extended Exchange Program to be disseminated as agreed to by the parties and approved by the Courts.

All Notices will include a toll-free number, email addresses, website addresses, post office box address, and fax number for the objection, opt-out and claims administration.

**Trilogy will execute two separate Notice Programs**

1) To provide Settlement Class Members adequate notice of the pending settlement and provide Settlement Class Members the options in regards to objecting or opting-out of the Settlement: The Opt-Out Deadline is 30 days after the Pre-Approval Notice is published and any opt-out notices shall be delivered to both Plaintiffs’ and Defendants’ Counsel within 1 business day after the Opt-Out Deadline.

2) To notify Settlement Class Members once the Settlement has been finalized and to file a Claim Form: The objective of the Notice Program is to provide adequate notice of the Settlement and provide important information to Settlement Class Members, including the claims administration protocol. Settlement Class Members will be notified of the existence and terms of the Extended Exchange Program through the Notice approved by the Court.

To effect the Notice Program, Trilogy shall:

1. Establish, maintain and monitor a toll-free telephone line for Settlement Class Members' inquiries (in French and English).
2. Establish, maintain and monitor a post office box for receipt of documentation related to the class action.
3. Establish, maintain, and monitor a dedicated e-mail address to which Settlement Class Members may direct written inquiries.
4. Format the Notice to facilitate electronic versions of the notices for digital means.
5. Create and maintain a database for all communication and contact with Settlement Class Members.
6. Establish a web site address which will contain the Short Form Notice, Long Form Notice, as well as necessary forms, information on hearing dates, deadlines, and contact information for Trilogy Class Action Services and class counsel, Merchant Law Group LLP.
7. Publish the Short Form Notice in the following newspapers through placing two advertisements in each publication, at least 5 days apart, on a weekday:
  - a. The National Post (in English);
  - b. Montreal Gazette (in English);
  - c. Journal de Québec (in French);
  - d. The Globe and Mail (national edition) (in English);
  - e. The Vancouver Sun (in English);
  - f. Journal de Montreal (in French); and
  - g. The Toronto Star (in English).
8. Execute digital social media advertising campaigns for a minimum of two weeks prior to (i) the opt-out settlement approval hearing, and (ii) the finalization of the Settlement and the deadline to file a Claim Form, by:
  - a. utilizing sponsored advertising tools, being text and display banner adverts, known as display advertising containing headlines about the certification or settlement of the class action on various websites and platforms such as Twitter, Facebook, LinkedIn, Google, and other websites or mobile apps, to serve advertisements relating to the notice to relevant populations including Canadian consumers, pharmacists, and physicians; and,
  - b. establishing accounts on the LinkedIn, Twitter, and Facebook social media services to provide targeted advertising of the notices to Canadian consumers, pharmacists, and physicians.

## Exhibit R-2 – Notice Dissemination Plan

*Natrop v. Sanofi-Aventis Canada Inc, et al; QBG 2757 of 2015 (Saskatchewan)*  
*Michaud c. Sanofi-Aventis Canada et al., 500-06-000772-158 (Quebec)*

Paul Battaglia, President of Trilogy Class Action Services (“**Trilogy**”) proposes the following method of dissemination of the Notice through conventional print and social media to the Settlement Class Members regarding the Pre-Approval Motion and Settlement Motion (“**Notice Program**”), and the procedures to object, opt-out or file a claim as a Settlement Class Member (“**Claims Administration**”).

The Plaintiff’s Counsel and Defence Counsel will retain Trilogy to design and implement the Notice Program to disseminate the Notice to Settlement Class Members and to receive opt-out forms or other written documentation from any Settlement Class Member. The Plaintiffs and Defence Counsel will also ask that the Court appoint Trilogy as the Claims Administrator.

### **Class Action Notice Program**

Due to the nature and size of the class and settlement, a cost-effective, print, digital and social media strategy will be employed for both Notice Programs.

The Notice Programs will consist of a Short Form Notice and a Long Form Notice (the “**Notices**”).

The Notices will be written in both English and French to inform Settlement Class Members of the settlement approval hearing, opt-out deadline, the Settlement and claims process and the Extended Exchange Program to be disseminated as agreed to by the parties and approved by the Courts.

All Notices will include a toll-free number, email addresses, website addresses, post office box address, and fax number for the objection, opt-out and claims administration.

### **Trilogy will execute two separate Notice Programs**

**1) To provide Settlement Class Members adequate notice of the pending settlement and provide Settlement Class Members the options in regards to objecting or opting-out of the Settlement:** The Opt-Out Deadline is 30 days after the Pre-Approval Notice is published and any opt-out notices shall be delivered to both Plaintiffs’ and Defendants’ Counsel within 1 business day after the Opt-Out Deadline.

**2) To notify Settlement Class Members once the Settlement has been finalized and to file a Claim Form:** The objective of the Notice Program is to provide adequate notice of the Settlement and provide important information to Settlement Class Members, including the claims administration protocol. Settlement Class Members will be notified of the existence and terms of the Extended Exchange Program through the Notice approved by the Court.



To effect the Notice Program, Trilogy shall:

1. Establish, maintain and monitor a toll-free telephone line for Settlement Class Members' inquiries (in French and English).
2. Establish, maintain and monitor a post office box for receipt of documentation related to the class action.
3. Establish, maintain, and monitor a dedicated e-mail address to which Settlement Class Members may direct written inquiries.
4. Format the Notice to facilitate electronic versions of the notices for digital means.
5. Create and maintain a database for all communication and contact with Settlement Class Members.
6. Establish a web site address which will contain the Short Form Notice, Long Form Notice, as well as necessary forms, information on hearing dates, deadlines, and contact information for Trilogy Class Action Services and class counsel, Merchant Law Group LLP.
7. Publish the Short Form Notice in the following newspapers through placing two advertisements in each publication, at least 5 days apart, on a weekday:
  - a. The National Post (in English);
  - b. Montreal Gazette (in English);
  - c. Journal de Québec (in French);
  - d. The Globe and Mail (national edition) (in English);
  - e. The Vancouver Sun (in English);
  - f. Journal de Montreal (in French); and
  - g. The Toronto Star (in English).
8. Execute digital social media advertising campaigns for a minimum of two weeks prior to (i) the opt-out settlement approval hearing, and (ii) the finalization of the Settlement and the deadline to file a Claim Form, by:
  - a. utilizing sponsored advertising tools, being text and display banner adverts, known as display advertising containing headlines about the certification or settlement of the class action on various websites and platforms such as Twitter, Facebook, LinkedIn, Google, and other websites or mobile apps, to serve advertisements relating to the notice to relevant populations including Canadian consumers, pharmacists, and physicians; and,
  - b. establishing accounts on the LinkedIn, Twitter, and Facebook social media services to provide targeted advertising of the notices to Canadian consumers, pharmacists, and physicians.

Exhibit R-3 – Short-Form Notice

**ALLERJECT® RECALL CLASS ACTIONS PROPOSED SETTLEMENT NOTICE**

If you purchased, used, ingested or acquired an Allerject® epinephrine auto-injector after December 11, 2012 (or are the spouse, child, or relative of such a person), your rights could be affected by a proposed national class action settlement. The Court has not yet decided whether to approve the proposed settlement but if you are included in the settlement, your rights may be impacted.

Hearings to approve the settlement have been scheduled for [date] in Montréal on behalf of Quebec Settlement Class Members, and [date] in Regina on behalf of all other Settlement Class Members.

This is an abbreviated notice. For the complete notice, including information on benefits that may be available to you as a Settlement Class Member, the approval process, how to “opt-out” of the Settlement (**deadline: <>**), or how to make comments on the Settlement or object to its approval (**deadline: <>**), please visit [www.allerjectrecallsettlement.com](http://www.allerjectrecallsettlement.com) or contact Trilogy Class Action Services.

Another notice will be published and additional information will be provided on how to make a claim for benefits if the Settlement is approved by the Court.

<b>FOR MORE INFORMATION</b> <a href="http://www.allerjectrecallsettlement.com">www.allerjectrecallsettlement.com</a>		
<b><u>Trilogy Class Action Services</u></b> Allerject Recall Class Action Settlement 117 Queen Street, PO Box 1000 Niagara-on-the-Lake ON L0S 1J0  Tel: 1-877-400-1211 Fax: 1-416-342-1761 <a href="mailto:inquiry@trilogyclassactions.ca">inquiry@trilogyclassactions.ca</a>	<b>Merchant Law Group LLP (Class Counsel)</b>	
	<b><u>For Quebec Residents</u></b> 200-10 Notre-Dame Est Montreal, QC H2Y 1B7  Roch Dupont / Erik Lowe Tel: (514) 248-7777 Fax: (514) 842-6687 <a href="mailto:allerject@merchantlaw.com">allerject@merchantlaw.com</a>	<b><u>For Non-Quebec Residents</u></b> 2401 Saskatchewan Drive Regina, SK S4P 4H8  E.F. Anthony Merchant, Q.C. Tel: (306) 359-7777 Fax: (306) 522-3299 <a href="mailto:allerject@merchantlaw.com">allerject@merchantlaw.com</a>

This notice has been approved by the Superior Court of Quebec and  
the Court of Queen’s Bench for Saskatchewan

**AVIS DE RÈGLEMENT DES ACTIONS COLLECTIVES RELATIVES AU RAPPEL  
D'ALLERJECT®**

Si vous avez acheté ou utilisé un auto-injecteur d'épinéphrine Allerject® après le 11 décembre 2012, ou êtes le conjoint, l'enfant ou le parent d'une personne, vos droits pourraient être affectés par un règlement national d'actions collectives. Les Tribunaux n'ont pas encore déterminé si le règlement proposé sera approuvé, auquel cas vos droits pourraient être affectés s'il vous vise.

Les audiences pour obtenir l'approbation du Règlement auront lieu à Montréal le ● devant la Cour supérieure du Québec pour les Membres du Groupe du Québec et à Regina le ● devant la Cour du Banc de la Reine pour tous les autres Membres du Groupe de Règlement.

Cette publication est une version abrégée de l'avis de Règlement. Pour consulter la version intégrale de l'avis, incluant de l'information quant aux bénéfices offerts aux Membres du Groupe de Règlement, le processus d'approbation, le droit de s'exclure du Règlement d'ici au [insérer date], ou pour formuler des commentaires ou s'objecter au Règlement avant le [insérer date], veuillez consulter le [www.allerjectrecallsettlement.com](http://www.allerjectrecallsettlement.com) ou communiquer avec Trilogy Class Action Services.

Un autre avis sera publié et des informations additionnelles pour présenter une réclamation seront fournies si le Règlement est approuvé par les Tribunaux.

<b>POUR PLUS D'INFORMATION</b> <a href="http://www.allerjectrecallsettlement.com">www.allerjectrecallsettlement.com</a>		
<b><u>Trilogy Class Action Services</u></b>	<b>Merchant Law Group s.e.n.c.r.l. (Avocats des groupes)</b>	
	<b><u>Pour les résidents du Québec</u></b>	<b><u>Pour les résidents à l'extérieur du Québec</u></b>
Règlement des actions collectives du rappel d'Allerject 117 Queen Street, BP 1000 Niagara-on-the-Lake, ON L0S 1J0	200-10, rue Notre-Dame Est Montréal, QC H2Y 1B7	2401 Saskatchewan Drive Regina, SK S4P 4H8
Tel: 1-877-400-1211 Fax: 1-416-342-1761 <a href="mailto:inquiry@trilogyclassactions.ca">inquiry@trilogyclassactions.ca</a>	Roch Dupont / Erik Lowe Tél.: (514) 248-7777 Fax: (514) 842-6687 <a href="mailto:allerject@merchantlaw.com">allerject@merchantlaw.com</a>	E.F. Anthony Merchant, c.r. Tél.: (306) 359-7777 Fax: (306) 522-3299 <a href="mailto:allerject@merchantlaw.com">allerject@merchantlaw.com</a>

Cet avis a été approuvé par la Cour supérieure du Québec et la Cour du Banc de la Reine de Saskatchewan.

Exhibit R-4 – Long-Form Pre-Approval Notice

---

**ALLERJECT® RECALL CLASS ACTIONS SETTLEMENT NOTICE**

**Important Legal Notice of a Class Action Settlement**

If you purchased or used an **Allerject®** epinephrine auto-injector after December 11, 2012, your rights could be affected by a proposed national class action settlement

**The Class Actions**

An Allerject® epinephrine auto-injector ("**Allerject Device**") is a medical device that is used in emergency situations as a first-line response to severe allergic reactions, either through self-injection or with the assistance of a caregiver. Class action lawsuits were commenced in Quebec and Saskatchewan (collectively, the "**Class Actions**") against, *inter alia*, Sanofi-Aventis Canada Inc. and Medivative Technologies LLC (the "**Defendants**") following a voluntary recall in 2015 of Allerject Devices sold in Canada (the "**Recalls**").

The Plaintiffs in the Class Actions allege that the Allerject Devices were defective and that the Defendants failed to timely and properly implement the Recalls. The Plaintiffs seek damages and other relief from the Defendants. The Defendants deny any wrongdoing or liability. Nonetheless, a national settlement has been reached whereby all claims by those who purchased, used, ingested or acquired the Allerject Devices between December 11, 2012 and the present date will be settled (the "**Settlement**"). A full copy of the Settlement Agreement is available at [www.allerjectrecallsettlement.com](http://www.allerjectrecallsettlement.com) or by contacting Trilogy Class Action Services at the address below.

The Settlement is subject to approval of the courts in Quebec and Saskatchewan (the "**Courts**") and individuals who purchased, used, ingested or acquired an Allerject Device, or those claiming through them, have an opportunity to Opt-Out of the Settlement by [insert date]. The Class Actions have been certified for the purposes of approving the Settlement.

The Settlement provides for the following benefits for the Settlement Class Members (as defined below) who, in exchange for a full release of claims against the Defendants and other related entities, will be entitled to the following:

- a) Individuals who: (1) having used a non-expired Allerject Device due to an allergic reaction; (2) allege they suffered personal injury; and (3) can establish they required additional medical as a result of the Allerject Device not functioning properly, will be entitled to obtain either \$2,000 or \$4,000 (or such lesser amount that may be available on a pro-rata basis from the settlement proceeds) upon filing a proof of claim which establishes their entitlement to recovery within the claims deadline; and
- b) Individuals who: (1) were not required to use their Allerject Device; (2) that have not already obtained a replacement device in furtherance of the Recalls; and (3) still have their Allerject Device, will be entitled to participate in an extended exchange program (the "**Extended Exchange Program**") as described in the press releases issued by Sanofi at the time of the voluntary recalls wherein they will be provided a replacement device at no cost, provided that the Allerject Device is exchanged during an additional period of 12 months after the Settlement has been approved by the Courts.

If the Settlement is approved, the lawyers from Merchant Law Group who are advancing the Class Actions will ask the Courts to approve the deduction of certain amounts from the Settlement Fund, including costs incurred to distribute this notice, process opt-out requests and run the claims process and other disbursements. The Settlement also provides for legal fees of up to \$300,000, as may be approved by the Courts, payable to Merchant Law Group independently from the Settlement Fund with additional amounts that may also be available to Merchant Law Group. If the Settlement is approved by the Courts, this will bring an end to the Class Actions and the Settlement Class Members will not be entitled to claim any other remedy or relief from the Defendants in relation their purchase, use, ingestion or acquisition of an Allerject Device.

### **RIGHT TO PARTICIPATE OR OPT-OUT**

You are a **Settlement Class Member** if at any time after December 11, 2012, you purchased, used, ingested or acquired an Allerject Device in Canada or are the spouse, child or relative of anyone who purchased, used, ingested or acquired an Allerject Device, and by reason of your relationship with that person are entitled to advance a claim.

If you qualify as a Settlement Class Member and wish to participate in the Settlement, you do not need to do anything at this time. Settlement Class Members who **do not opt out** will be bound by the Settlement and the releases in it, and will be entitled to share in any of the benefits that may become available to them as Settlement Class Members, provided that they proceed within the timeframes provided for in the Settlement Agreement to advance their claims or obtain a replacement device.

**If you are a Settlement Class Member and you do not wish to participate in the Settlement, then you must opt out. Opt-out forms are available at [www.allerjectrecallsettlement.com](http://www.allerjectrecallsettlement.com) or by contacting Trilogy Class Action Services at the address below.** The deadline to opt out of the Settlement and the Class Actions is [INSERT DATE]. By opting out, you are choosing:

- 1) **not** to take part in the Settlement;
- 2) **not** to participate in any way in the Class Actions, AND
- 3) **not** to participate in any benefits arising from the Settlement or the Class Actions.

Settlement Class Members **who opt out** will not be bound by the Settlement or the releases in the Settlement, but will also not be entitled to share in any of the proceeds that may become available to Settlement Class Members as part of the Settlement. The Class Actions will be dismissed as part of the Settlement. **There will be no further opportunity to opt out of the Settlement or the Class Actions.**

### **Settlement Approval Hearings**

Hearings to approve the Settlement and the fees of Merchant Law Group are scheduled for ● before the Superior Court of Quebec (in Montreal) and ● before the Court of Queen's Bench for Saskatchewan (in Regina). Anyone can attend the hearings. If you wish to provide written comments on the Settlement or if you are a Settlement Class Member and object to the Settlement, you must provide your written comments or notice of objection by sending a copy to either the Superior Court of Quebec (in Montreal) or the Court of Queen's Bench for Saskatchewan (in Regina) and to Merchant Law Group at the address below by no later than, [date that is 7 days prior to the hearing]. Comments or objections will be considered by the Courts to determine whether to approve or reject the Settlement.

## Claiming from the Settlement Fund and Implementation of the Extended Exchange Program

If the Settlement is approved by the Courts, further information about how to make a claim or obtain a replacement device as part of the Extended Exchange Program will be made available. A further notice to the Settlement Class Members will also be published containing all the relevant information at [www.allerjectrecallsettlement.com](http://www.allerjectrecallsettlement.com). If you would like to receive direct notice of the claims process and any distribution efforts, please register at [www.allerjectrecallsettlement.com](http://www.allerjectrecallsettlement.com), or with Trilogy Class Action Services at the address below.

## Authorization/Certification as Class Proceedings for Settlement Purposes

In order to implement the Settlement, the Courts have authorized/certified the Class Actions as class proceedings against the Defendants for settlement purposes only. If the Courts do not approve the Settlement, the benefits to the Settlement Class Members will not be available and the litigation between the parties will resume.

## DO YOU REQUIRE MORE INFORMATION?

FOR MORE INFORMATION on the status of the approval hearings or on how to opt out of the Class Actions, comment or object to the Settlement, or to view the Settlement Agreement and a list of other definitions that apply to this Notice, visit [www.allerjectrecallsettlement.com](http://www.allerjectrecallsettlement.com), which will be periodically updated with information on the Settlement approval process and the Class Actions.

This notice is a summary of the Settlement. You should consult the Settlement Agreement at [www.allerjectrecallsettlement.com](http://www.allerjectrecallsettlement.com) or contact Trilogy Class Action Services for specific details as to your rights and obligations under the Settlement.

<b>FOR MORE INFORMATION</b> <a href="http://www.allerjectrecallsettlement.com">www.allerjectrecallsettlement.com</a>		
	<b>Merchant Law Group LLP (Class Counsel)</b>	
<b><u>Trilogy Class Action Services</u></b>	<b><u>For Quebec Residents</u></b>	<b><u>For Non-Quebec Residents</u></b>
Allerject Recall Class Action Settlement 117 Queen Street, PO Box 1000 Niagara-on-the-Lake, ON L0S 1J0	200-10 Notre-Dame Est Montreal, QC H2Y 1B7	2401 Saskatchewan Drive Regina, SK S4P 4H8
Tel: 1-877-400-1211 Fax: 1-416-342-1761 <a href="mailto:inquiry@trilogyclassactions.ca">inquiry@trilogyclassactions.ca</a>	Roch Dupont / Erik Lowe Tel: (514) 248-7777 Fax: (514) 842-6687 <a href="mailto:allerject@merchantlaw.com">allerject@merchantlaw.com</a>	E.F. Anthony Merchant, Q.C. Tel: (306) 359-7777 Fax: (306) 522-3299 <a href="mailto:allerject@merchantlaw.com">allerject@merchantlaw.com</a>

This notice has been approved by the Superior Court of Quebec and  
the Court of Queen's Bench for Saskatchewan

## AVIS DE RÈGLEMENT DES ACTIONS COLLECTIVES RELATIVES AU RAPPEL D'ALLERJECT®

### Avis légal important d'un règlement d'actions collectives

Si vous avez acheté ou utilisé un auto-injecteur d'épinéphrine **Allerject®** après le 11 décembre 2012, vos droits pourraient être affectés par une proposition de règlement national d'actions collectives

### Les Actions collectives

Un auto-injecteur d'épinéphrine Allerject® (« **Appareil Allerject** ») est un appareil médical utilisé dans le traitement d'urgence des réactions allergiques sévères, soit par l'auto-injection ou avec l'assistance d'un procureur de soins. Des actions collectives ont été instituées au Québec et en Saskatchewan (collectivement les « **Actions collectives** ») contre, notamment, Sanofi-Aventis Canada Inc. et Medivative Technologies LLC (les « **Défenderesses** ») suivant un rappel volontaire en 2015 des Appareils Allerject vendus au Canada (les « **Rappels** »).

Les Demandeurs dans les Actions collectives allèguent que les Appareils Allerject étaient défectueux et que les Défenderesses n'auraient pas adéquatement et en temps opportun mis en œuvre les Rappels. Les Demandeurs demandent des dommages et d'autres compensations des Défenderesses. Les Défenderesses nient avoir commis une quelconque faute et toute responsabilité. Toutefois, un règlement national a été conclu en vertu duquel les réclamations de toute personne ayant acheté, utilisé, ingéré ou acquis les Appareils Allerject entre le 11 décembre 2012 et la date d'aujourd'hui seront réglées (le « **Règlement** »). Une copie intégrale de la Convention de règlement est disponible sur le site [www.allerjectrecallsettlement.com](http://www.allerjectrecallsettlement.com) ou en communiquant avec Trilogy Class Action Services à l'adresse ci-dessous.

Le Règlement doit être soumis à l'approbation des tribunaux au Québec et en Saskatchewan (les « **Tribunaux** ») et les individus ayant acheté, utilisé, ingéré ou acquis un Appareil Allerject, ou les individus réclamant pour eux ont l'occasion de s'exclure du Règlement jusqu'au [insérer date]. Les Actions collectives ont été certifiées pour fins d'approbation du Règlement.

Le Règlement prévoit les bénéfices suivants aux Membres du Groupe de Règlement (tel que défini ci-dessous) qui, en échange d'une quittance complète des réclamations contre les Défenderesses et d'autres entités liées, auront droit à ce qui suit :

- a) Les individus qui : (1) ont utilisé un Appareil Allerject non périmé en raison d'une réaction allergique; (2) allèguent avoir subi des dommages corporels; et (3) peuvent établir avoir eu besoin de soins médicaux additionnels en raison d'un dysfonctionnement du Appareil Allerject, auront le droit d'obtenir soit 2 000 \$, soit 4 000 \$ (ou un montant inférieur pouvant être disponible au prorata à même les sommes du règlement) suite à la production d'une preuve de réclamation établissant leur droit au dédommagement avant l'expiration du délai de réclamations; et
- b) Les individus qui : (1) n'ont pas eu à utiliser leur Appareil Allerject; (2) n'ont pas déjà obtenu un appareil de remplacement dans le cadre des Rappels; et (3) ont toujours leur Appareil Allerject, auront droit de participer à un programme de remplacement élargi (le « **Programme de remplacement élargi** ») tel que décrit dans les communiqués de presse émis par Sanofi au moment des rappels volontaires dans le cadre duquel ils recevront gratuitement un appareil de remplacement, pourvu que le Appareil Allerject soit échangé dans les 12 mois suivants l'approbation du Règlement par les Tribunaux.

Si le Règlement est approuvé, les avocats de Merchant Law Group qui pilotent les Actions collectives demanderont aux Tribunaux d'approuver la déduction de certaines sommes du Fonds de règlement, incluant les frais encourus pour diffuser cet avis, traiter les demandes d'exclusion et gérer le processus de réclamations et d'autres déboursés. Le Règlement prévoit également des honoraires d'avocats pouvant atteindre 300 000 \$, sous réserve d'approbation par les Tribunaux, payables à Merchant Law Group indépendamment du Fonds de règlement avec des montants qui pourront également être mis à la disposition de Merchant Law Group. Si le Règlement est approuvé par les Tribunaux, cela mettra fin aux Actions collectives et les Membres du Groupe de Règlement n'auront droit à aucune autre mesure de redressement des Défenderesses relativement à leur achat, utilisation, ingestion ou acquisition d'un Appareil Allerject.

### **DROIT DE PARTICIPER OU DE S'EXCLURE**

Vous êtes un **Membre du Groupe de Règlement** si à un moment quelconque après le 11 décembre 2012, vous avez acheté, utilisé, ingéré ou acquis un Appareil Allerject au Canada ou si vous êtes le conjoint, l'enfant ou le parent d'une personne ayant acheté, utilisé ou acquis un Appareil Allerject, et, en raison de votre relation avec cette personne, vous êtes en droit de faire une réclamation.

Si vous vous qualifiez comme Membre du Groupe de Règlement et souhaitez participer au Règlement, vous n'avez pas besoin de faire quoi que ce soit en ce moment. Les Membres du Groupe de Règlement **qui ne s'excluent pas** seront liés par le Règlement et les quittances qui y sont contenues, et pourront participer aux bénéfices pouvant leur être offerts en tant que Membre du Groupe de Règlement, pourvu qu'ils agissent à l'intérieur des délais prévus à la Convention de règlement pour faire valoir leurs réclamations ou obtenir un appareil de remplacement.

**Si vous êtes un Membre du Groupe de Règlement et ne souhaitez pas participer au Règlement, alors vous devez vous exclure. Les formulaires d'exclusion sont disponibles sur le site [www.insert.com](http://www.insert.com) ou en communiquant avec Trilogy Class Action Services à l'adresse ci-dessous.** La date limite pour s'exclure du Règlement et des Actions collectives est le [INSÉRER DATE]. En vous excluant, vous choisissez :

- 1) de ne **pas** participer au Règlement;
- 2) de ne **pas** participer d'aucune façon dans les Actions collectives; ET
- 3) de ne **pas** participer aux bénéfices découlant du Règlement ou des Actions collectives.

Les Membres du Groupe de Règlement **qui s'excluent** ne seront pas liés par le Règlement ou les quittances contenues au Règlement et ne pourront participer aux fonds pouvant être disponibles aux Membres du Groupe de Règlement dans le cadre du Règlement. Les Actions collectives seront rejetées dans le cadre du Règlement. **Il n'y aura aucune autre possibilité de s'exclure du Règlement ou des Actions collectives.**

### **Audiences d'Approbation du Règlement**

Les audiences pour obtenir l'approbation du Règlement et des honoraires de Merchant Law Group se tiendront le • devant la Cour supérieure du Québec (à Montréal) et le • devant la Cour du Banc de la Reine de la Saskatchewan (à Regina). Toute personne peut assister aux audiences. Si vous souhaitez fournir des commentaires écrits concernant le Règlement ou si vous êtes un Membre du Groupe de Règlement et vous vous objectez au Règlement, vous



devez envoyer une copie de vos commentaires écrits ou votre avis d'objection à la Cour supérieure du Québec (à Montréal) ou à la Cour du Banc de la Reine de la Saskatchewan (à Régina), et à Merchant Law Group à l'adresse ci-dessous au plus tard le • [7 jours avant l'audience]. Les commentaires ou objections seront considérés par les Tribunaux afin de déterminer si le Règlement doit être approuvé ou rejeté.

**Administration du Fonds de Règlement et mise en œuvre du Programme de remplacement élargi**

Si le Règlement est approuvé par les Tribunaux, des informations additionnelles sur comment présenter une réclamation ou obtenir un appareil de remplacement dans le cadre du Programme de remplacement élargi seront fournies. Un autre avis aux Membres du Groupe de Règlement contenant toutes les informations pertinentes sera également publié sur le site [www.allerjectrecallsettlement.com](http://www.allerjectrecallsettlement.com). Si vous souhaitez recevoir directement les avis concernant le processus de réclamation et les efforts de distribution, veuillez vous inscrire sur le site [www.allerjectrecallsettlement.com](http://www.allerjectrecallsettlement.com), ou auprès de Trilogy Class Action Services à l'adresse ci-dessous.

**Autorisation/Certification des Actions collectives pour fins de règlement**

Afin de mettre en œuvre le Règlement, les Tribunaux ont autorisé/certifié les Actions collectives uniquement à des fins de règlement. Si les Tribunaux n'approuvent pas le Règlement, les bénéfices aux Membres du Groupe de Règlement ne seront pas disponibles et le litige entre les parties reprendra.

**DÉSIREZ-VOUS PLUS D'INFORMATIONS?**

POUR PLUS D'INFORMATIONS sur l'état des audiences d'approbation ou sur la façon de s'exclure des Actions collectives, de commenter ou de s'objecter au Règlement, ou pour consulter la Convention de règlement et une liste des autres définitions qui s'appliquent au présent avis, visitez le site [www.allerjectrecallsettlement.com](http://www.allerjectrecallsettlement.com), qui sera périodiquement mis à jour avec des informations sur le processus d'approbation du Règlement et les Actions collectives.

Cet avis est un résumé du Règlement. Veuillez consulter la Convention de règlement pour les détails plus précis quant à vos droits et obligations en vertu du Règlement.

<b>POUR PLUS D'INFORMATION</b> <a href="http://www.allerjectrecallsettlement.com">www.allerjectrecallsettlement.com</a>		
<p><b><u>Trilogy Class Action Services</u></b></p> <p>Règlement des actions collectives du rappel d'Allerject            117 Queen Street, BP 1000            Niagara-on-the-Lake, ON L0S 1J0</p> <p>Tél : 1-877-400-1211            Fax : 1-416-342-1761  <a href="mailto:inquiry@trilogyclassactions.ca">inquiry@trilogyclassactions.ca</a></p>	<p><b>Merchant Law Group s.e.n.c.r.l. (Avocats des groupes)</b></p>	
	<p><b><u>Pour les résidents du Québec</u></b></p> <p>200-10, rue Notre-Dame Est            Montréal, QC H2Y 1B7</p> <p>Roch Dupont / Erik Lowe            Tél.: (514) 248-7777            Fax: (514) 842-6687  <a href="mailto:allerject@merchantlaw.com">allerject@merchantlaw.com</a></p>	<p><b><u>Pour les résidents à l'extérieur du Québec</u></b></p> <p>2401 Saskatchewan Drive            Regina, SK S4P 4H8</p> <p>E.F. Anthony Merchant, c.r.            Tél.: (306) 359-7777            Fax: (306) 522-3299  <a href="mailto:allerject@merchantlaw.com">allerject@merchantlaw.com</a></p>

Cet avis a été approuvé par la Cour supérieure du Québec et la Cour du Banc de la Reine de  
Saskatchewan.

Exhibit R-5 – Opt-Out Form

**ALLERJECT NATIONAL CLASS ACTION SETTLEMENT - OPT-OUT FORM**

For the purposes of this Opt-Out Form, the following definitions apply:

“**Settlement**” means the settlement agreement made as between the Plaintiffs and the Defendants, a copy of which is available at [www.allerjectrecallsettlement.com](http://www.allerjectrecallsettlement.com).

“**Class Actions**” means the following actions: *Michaud v. Sanofi-Aventis Canada Inc. et al.*, Superior Court of Quebec No. 500-06-000772-158 (Montreal) and *Natrop v. Sanofi-Aventis Canada Inc. et al.*, SK QB No. 2757 of 2015 (Regina)

Generally speaking, a Settlement Class Member is a person having purchased or used an **Allerject** epinephrine auto-injector since December 11, 2012. If you wish to participate in the Settlement, you do not need to do anything at this time. **If you do not wish to participate in the Settlement, the deadline to opt out of the class actions is •.** This is the only opportunity to opt-out of the Settlement and the Class Actions.

**Consequences of Opting Out**

By completing and returning this Opt-Out Form as set out below, you are choosing:

- 1) **not** to take part in the Settlement,
- 2) **not** to participate in any way in the Class Actions, AND
- 3) **not** to participate in any benefits arising from the Settlement or the Class Actions.

If you complete this Opt-Out Form you will not be bound by the Settlement or the release in the Settlement, but you will also not be entitled to share in any of the proceeds that may become available to Settlement Class Members as part of the Settlement. You will also not be entitled to participate in the continuation of the Class Actions, as the case may be.

In order to be effective, this form must be fully completed and sent to the Claims Administrator\* at the address set out below, and must be received or postmarked no later than **DATE**. Opt-Out Forms received or postmarked after **DATE** will not be accepted. For more information on the Settlement Agreement and the Allerject Recall Class Actions, please visit [www.allerjectrecallsettlement.com](http://www.allerjectrecallsettlement.com).

**Your name:** \_\_\_\_\_ (required)

**Your address:** \_\_\_\_\_ (required)

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

**Province in which you purchased, ingested, used or acquired your Allerject Device**  
\_\_\_\_\_ (required)

**Your telephone number:** (\_\_\_\_) \_\_\_\_-\_\_\_\_ (required)

**Your email address:** \_\_\_\_\_

**Declaration:**

I wish to opt-out of the Settlement and the Allerject Recall Class Actions. I understand that by

submitting this Opt-Out Form I will not receive any benefits under the Settlement but will not be bound by the Settlement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Return completed Opt-Out Form to Trilogy Class Action Services:**

Allerject Recall Class Action Settlement  
117 Queen Street, PO Box 1000  
Niagara-on-the-Lake, ON L0S 1J0

Tel: 1-877-400-1211

Fax: 1-416-342-1761

[inquiry@trilogyclassactions.ca](mailto:inquiry@trilogyclassactions.ca)

\* For Quebec Class Members the completed Opt-Out Form must be returned directly to the Superior Court of Quebec at the Montreal Courthouse, 1 Notre-Dame Street East, Montreal, Québec, H2Y 1B6.

## **FORMULAIRE DE DEMANDE D'EXERCICE DU DROIT D'EXCLUSION**

Les définitions suivantes s'appliquent au présent Formulaire de demande d'exercice du droit d'exclusion (des définitions additionnelles se trouvent à la fin du présent formulaire) :

« **Règlement** » signifie la Convention de règlement intervenue entre les Demandeurs et les Défenderesses, laquelle peut être consultée à l'adresse suivante : [www.allerjectrecallsettlement.com](http://www.allerjectrecallsettlement.com).

« **Actions collectives** » signifie les recours suivants : *Michaud c. Sanofi-Aventis Canada Inc. et al.*, Cour supérieure du Québec, no. 500-06-000772-158 (Montréal) et *Natrop c. Sanofi-Aventis Canada Inc. et al.*, CBR Saskatchewan, no. 2757 de 2015 (Regina)

De façon générale, un Membre du Groupe de Règlement est une personne ayant acheté ou utilisé un auto-injecteur d'épinéphrine **Allerject** depuis le 11 décembre 2012. Si vous désirez participer au Règlement, vous n'avez rien à faire en ce moment. **Si vous ne désirez pas participer au Règlement, la date limite pour vous exclure est le •.** Il s'agit de la seule occasion pour s'exclure du Règlement et des Actions collectives.

### **Les conséquences de s'exclure**

En complétant et en transmettant ce Formulaire de demande d'exercice du droit d'exclusion selon les indications ci-dessous, vous choisissez :

- 1) de ne **pas** participer au Règlement,
- 2) de ne **pas** participer d'aucune façon aux Actions collectives, ET
- 3) de ne **pas** participer aux bénéfices découlant du Règlement ou des Actions collectives.

Si vous complétez ce Formulaire de demande d'exercice du droit d'exclusion, vous ne serez pas lié par le Règlement ou les quittances contenues au Règlement, mais vous ne pourrez pas non plus participer au partage de tout montant pouvant devenir disponible aux Membres du Groupe de Règlement dans le cadre du Règlement. Aussi, vous ne pourrez pas participer à la poursuite des Actions collectives, selon le cas.

Pour être valide, ce formulaire doit être rempli au complet et transmis à l'Administrateur\* des réclamations à l'adresse ci-dessous au plus tard le **DATE**, selon le sceau de la poste. Les Formulaires de demande d'exercice du droit d'exclusion reçus ou oblitérés après le **DATE** seront rejetés. Pour plus d'information sur la Convention de règlement et les Actions collectives relatives au rappel d'Allerject, visitez le [www.allerjectrecallsettlement.com](http://www.allerjectrecallsettlement.com).

**Votre nom :** \_\_\_\_\_ (obligatoire)

**Votre adresse :** \_\_\_\_\_ (obligatoire)

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

**Province où vous avez acheté, ingéré, utilisé ou acquis votre Appareil Allerject**  
\_\_\_\_\_ (obligatoire)

**Votre numéro de téléphone :** ( ) \_\_\_\_ - \_\_\_\_ (obligatoire)

Votre courriel : \_\_\_\_\_ (optionnel)

**Déclaration:**

Je désire m'exclure du Règlement et des Actions collectives relatives au rappel d'Allerject. Je comprends qu'en transmettant ce Formulaire de demande d'exercice du droit d'exclusion, je ne recevrai aucun bénéfice découlant du Règlement et ne sera pas lié par le Règlement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Retournez le Formulaire de demande d'exercice du droit d'exclusion à Trilogy Class  
Action Services**

Règlement des actions collectives du rappel d'Allerject  
117 Queen Street, BP 1000  
Niagara-on-the-Lake, ON L0S 1J0

Tél : 1-877-400-1211  
Fax : 1-416-342-1761  
[inquiry@trilogyclassactions.ca](mailto:inquiry@trilogyclassactions.ca)

\* Pour les Membres du Groupe du Québec, le Formulaire de demande d'exercice du droit d'exclusion complété doit être transmis directement à la Cour supérieure du Québec au Palais de justice de Montréal, 1, rue Notre-Dame Est, Montréal, Québec, H2Y 1B6.