CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL
No:

500-06-000916-185

SUPERIOR COURT
CLASS ACTION

AMANDA HAKIM domiciled and resident at 4959 Grey Street, city of Pierrefonds, province of Québec, H8Z 2T3

Applicant

Vs.

PFIZER INC., a legal person duly constituted according to the law, having its main place of business at 235 East 42nd Street, New York, NY 10017, USA;

And

PFIZER CANADA INC., a legal person duly constituted according to the law, having its main place of business at 17300 Trans-Canada Highway, Kirkland, Quebec H9J 2M5

And

Defendants

MOTION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND TO APPOINT A REPRESENTATIVE PLAINTIFF
(Articles 574 C.C.P. and following)

TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT OF QUÉBEC, SITTING IN AND FOR THE DISTRICT OF MONTREAL, THE PETITIONER STATES THE FOLLOWING:

INTRODUCTION

1. Applicant wishes to institute a class action on behalf of the following Group of which she is a member:

a. All persons and entities in Canada (including their estates, executors, or personal representatives) that purchased, used, or acquired Alesse®, birth control pills, and their dependants and family members, or any other Class or Sub-Class to be determined by the Court (the "Class" or the "GROUP");

The Defendants

2. In this Motion,

(a) **"Pfizer defendants"** hereinafter collectively refers to **Pfizer Inc.**, **Pfizer Canada Inc.**;

3. Defendant Pfizer Canada Inc. Inc. is a corporation with headquarters in Kirkland Quebec as it appears in the Régistre des entreprises du Québec, ; (**EXHIBIT 1)**

4. Defendant Pfizer Inc., is a corporation with headquarters in New York City , New-York, U.S.A. as it appears in the Régistre des entrepises du Québec; (**EXHIBIT 2)**

5.. The Pfizer Defendants shared the common purpose of designing, manufacturing, testing, packaging, labelling, marketing, or selling Alesse 21 and Alesse 28® in Canada for profit. The business and interests of each Pfizer Defendant is interwoven with that of the other Pfizer Defendants, and each is the agent of the others. At material times, the Pfizer Defendants were involved in designing, manufacturing, testing, packaging, labelling, marketing, or selling Alesse 21 and Alesse 28® in Canada directly or through agents, affiliates, or subsidiaries;

A. Alesse 21 and Alesse 28®

6. Alesse® is a birth control pill (oral contraceptive) that contains two female sex hormones (levenorgestrel and ethinyl estradiol). It has been shown to be highly effective in preventing pregnancy when taken as prescribed by a doctor it is marketed as Alesse 21 and Alesse 28;

7. Alesse® works in two ways: it inhibits the monthly release of an egg by the ovaries and it also changes the mucus produced by the cervix (narrow outer end of the womb) this slows the movement of the sperm through the mucus and through the uterus womb; (**EXHIBIT 3, Health Canada Product monograph;**

8. On December 1, 2017, Health Canada issued a safety recall that certain packages of birth control pills Alesse 21 and Alesse 28 might contain smaller than normal or broken pills which mat reduce effectiveness in preventing pregnancy; **EXHIBIT P-4**

9. The Health Canada recall was for the following lot numbers Alesse 21, Din 02236794, Lot A2532 expiring August 2018 and Alesse 28 Din 02236975 Lot A3183 April 2019. However Health Canada has indicated that it is not known if these are the only lots that have been tainted by the failed manufacturing process;

10. At all material times, the Pfizer Defendants knew or should have known of the risks and incidents of possible unwanted pregnancies use of Alesse 21 and Alesse 28® and did not issues a recall in a timely manner or adequately warned patients or health practitioners of the risk;

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PETITIONER

11. The applicant, Amanda Hakim, was prescribed Alesse® in August 2017 as here and her husband were not prepared to have children;

12. At the time, Amanda Hakim was advised by her friends that there had been a recall of those birth control pills and it had been issued by Health Canada;

13. In September 2017 the applicant went to see her doctor to ask whether or not she was pregnant given the recall notice and her doctor confirmed that she was indeed pregnant;

14. The applicant and her husband had to decide whether they should put an end to the pregnancy and after many discussions decided not to terminate the pregnancy;

15. She is now expecting a child around June 8 2018 which was not planned due to the negligence of the Defendants;

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE CLASS

Risks of the defective Alesse®

16. Use of the defective Alesse® materially contributes to numerous unwanted pregnancies which will be a physical burden to members of the class as well as economic expenses not otherwise planned because of the harm caused by the defective product;

Defendants' conduct

17. Defendants researched, designed, tested, manufactured, marketed, labeled, distributed, promoted, and/or sold Alesse® in Canada;

18. At all material times, Defendants have marketed that Alesse® is safe and beneficial, which is not true;

19. Had the Defendants done appropriate scientific research and testing, they should have known that Alesse® materially contribute to the risk of unwanted pregnancies they should have warned medical professionals and patients/consumers, including the Applicant and Class Members, of such risks in a timely manner;

20. Had the true facts been disclosed concerning the degree to which the defective Alesse® is associated with unwanted pregnancies, consumers would not have used Alesse®;

21. Defendants misled or deceived Class Members by misrepresenting and minimizing the actual risks incurred by consuming the defective Alesse®;

22. Defendants warranted that was safe and fit for their intended purpose. However, Alesse® was not, and is not, safe for its intended use in that it poses an undue risk of harm to Class Members;

23. At all material times, the Defendants failed to provide the medical community and the

general public with a clear, complete, and current warning of the risks associated with Alesse®, or failed to provide such warning in a timely manner;

24. Defendants ignored the potentially serious risks posed to the public and deliberately held back information from the public and the Class Members;

25.The Defendants are liable for the damages suffered by the Applicant in that the Defendants were engaged in the business of researching, creating, designing, testing, manufacturing, labeling, packaging, supplying, marketing, selling, advertising, and distributing Alesse®, when they knew or ought to have known about the serious risks but still sold and distributed it in Quebec and throughout Canada;

26.Defendants deprived the Applicant and the Class Members of their right to know what risks are involved in the use of Alesse®, and thereby deprived them of their right to make a meaningful choice between a number of alternative forms of drugs available to them;

Negligence

27. The Applicant and the Class Members reasonably relied and rely upon the Defendants to:

(1) Take reasonable care in developing and manufacturing Alesse® and in testing for the defects of Alesse®;

(2) Ensure that Alesse® was safe for use and only offer them for sale and for human consumption in the streams of commerce if it were safe;

(3) provide adequate warning regarding any defects associated with Alesse®;

(4) Conduct ongoing testing and analyses to learn of any new defects posed by the manufacture of Alesse®; and

(5) Inform consumers and health practitioners of the defects and recall Alesse® promptly after becoming aware of them;

28. The Defendants are strictly liable for a product intended to be ingested by the Applicant and Class Members;

29. The Defendants failed to conduct adequate testing of Alesse® and failed to take sufficient measures to prevent a harmful product from being offered for sale, sold or used by consumers, thus putting a defective and dangerous product into the stream of commerce;

30. The Defendants failed to adequately and promptly warn consumers and health practitioners about the risk of unwanted pregnancies to prevent the same;

31. The Defendants knew or should have known of the risks of using the defective Alesse®, and the Class Members relied on the Defendants' misrepresentations and were thus induced to use Alesse®;

a. Causation

32. But for the Defendants' acts and omissions, health practitioners would not have prescribed Alesse® , the Applicant and Class Members would not have ingested Alesse® , or alternatively the Applicant and Class Members would have known to monitor for signs of unwanted pregnancies at its early stage;

33. As a result of the Defendants' actions and omissions, the Applicant and the Class Members have suffered and claim damages for, *inter alia*, the following:

(1) Direct or indirect economic losses resulting from the purchase and use of a product that was unfit for use, including but not limited to loss of employment income;

(2) conditions resulting from use of Alesse® , including unwanted pregnancies but not limited to, mental pain and anguish, anxiety, or emotional distress; and,

(3) Other pain, suffering, or loss, stemming from unwanted pregnancies as a result of the use of Alesse®;

(4) Such further and other damages, the particular of which may be proven at trial;

, for which the Defendants are solely liable;

(1) Competition, consumer protection, and trade practices legislation

34. The Applicant relies on competition, consumer protection, and trade practices legislation in Québec and similar legislation elsewhere, including:

(a) *Consumer Protection Act*, R.S.Q. c. P-40.1, as am., including ss. 219 & 272;
(b) *Business Practices and Consumer Protection Act,* S.B.C. 2004, c.2, as am., including ss. 4-5 & 8-10;
(c) *Fair Trading Act*, R.S.A. 2000, c.F-2, as am., including ss. 6,7 &13;
(d) *The Consumer Protection Act*, S.S. 1996, c. C-30.1, as am., including ss. 5-8, 14, 16, 48 & 65;
(e) *The Business Practices Act*, S.M. 1990-91, c. 6, as am., including ss. 2 & 23;
(f) *Consumer Protection Act, 2002*, S.O. 2002, c. 30, Sched. A, as am., including ss. 8, 11 & 14;
(g) *The Competition Act*, R.S. 1985, c. C-34, as am., including ss. 36 & 52; (h) *Consumer Product Warranty and Liability Act,* S.N.B. 1978, c. C-18.1, including ss. 4, 10, 12,14-18, 23 &27;
(i) *Consumer Protection Act*, R.S.N.S. 1989, c.92, including ss. 26 & 28A;
(j) *Business Practices Act*, R.S.P.E.I. 1998, c. B-7, as am., including ss. 2-4; and,
(k) *Trade Practices Act*, R.S.N.L. 1990, c. T-71, as am., including ss. 5, 6 & 14;

35. Alesse® purchased or consumed by the Applicant and the Class were consumer products, namely, goods ordinarily used by individuals for personal purposes;

36. The Defendants were manufacturers pursuant to s.1(g) of *the Consumer Protection Act,* R.S.Q. c. P-40.1, as am., and similar legislation elsewhere, and the Defendants are therefore subject to deemed statutory warranties that the product supplied is of acceptable quality and is fit for the particular purpose for which the product is being bought;

37. Alesse® was not of an acceptable quality for purchase or ingestion by the Applicant of the Class;

38. The Defendants' acts and omissions as set forth above constituted a violation of s. 52 of *The Competition Act*, R.S. 1985, c. C;

39. The Defendants engaged in the unfair trade practices set forth above and specifically declared unlawful under section 9 of the *Food and Drugs Act*, R.S.C. 1985, c. F-27, and similar provincial legislation. Such practices included a packaging, selling, and advertising Alesse® in a manner that was deceptive or likely to create an erroneous impression regarding its safety;

2. Breach of warranty

40. The Defendants warranted to the Applicant and the Class that Alesse® was of merchantable quality and fit for use. The Defendants breached the warranty to the Applicant and the Class by manufacturing, testing, marketing, distributing and selling Alesse®, which were inherently dangerous and which the Defendants knew or ought to have known would result in the unwanted pregnancies;

3. Department of Health Act

41. The Applicant and the Class suffered injuries as a result of Defendants' acts and omissions and rely upon health and hospital insurance legislation in Québec and similar legislation elsewhere, and claim on behalf of:

(a) the Minister of Health of British Columbia, for the cost of health services received by Class Members pursuant to s. 25(1) of the *Hospital Insurance Act*, R.S.B.C. 1996, c. 204, as am., including necessary operating and care room facilities, diagnostic or therapeutic X-ray and laboratory procedures, anesthetics, prescriptions and drugs;

(b) the Minister of Health of Alberta, for the cost of health services received by Class Members pursuant to Part 5, Division 1, of the *Hospital Act*, R.S.A. 2000, c. H-12, as am., including in-patient and out-patient services, transportation services, public health services, mental health services and drug services;

(c) the Minister of Health of Saskatchewan, for the cost of health services received by Class Members pursuant to s. 19(5) of *The Department of Health Act*, S.S. 1978, c. D-17, as am;

(d) the Ontario Health Insurance Plan, for the cost of insured services received by Class Members pursuant to s. 31(1) of the *Health Insurance Act*, R.S.O. 1990, c. H.6, as am., including, prescribed services of hospitals and health facilities, prescribed medically necessary services rendered by physicians and prescribed health care services rendered by prescribed practitioners;

(e) the Minister of Health and Social Services of Québec, for the cost of all insured services furnished or to be furnished pursuant to s. 10 of the *Hospital Insurance Act*, R.S.Q. c. A-28;

(f) Her Majesty the Queen in right of the Province of New Brunswick, for the cost of entitled services received by Class Members pursuant to s. 5 of the *Health Services Act*, R.S.N.B. 1973, c. H-3, as am., including accommodation and meals, necessary nursing services, laboratory, radiological and other diagnostic procedures, drugs, use of operating rooms, case rooms and anesthetic facilities and routine surgical supplies;

(g) Her Majesty the Queen in right of the Province of Nova Scotia, for the cost of insured hospital services received by Class Members pursuant to s. 18 of the *Health Services and Insurance Act,* R.S.N.S. 1989, c. 197, as am., including benefits under the Insured Prescription Drug Plan, ambulance services to which the Province has made payment and insured professional services;

(h) the Minister of Health of Newfoundland and Labrador, for the cost of insured services received by Class Members pursuant to s. 5 of the *Hospital Insurance Agreement Act*, R.S.N. 1990, c. H-7, s. 5, as am.

4. Waiver of tort

42. The Applicant and the Class are entitled to elect to waive the tort and require the Defendants to account for all or part of the revenue they received from the sale of Alesse®;

43. The Defendants tortuously introduced or kept the products in the Canadian marketplace;

44. The Defendants failed to provide adequate warnings to the Class and health practitioners as to the risks of unwanted pregnancies. Had they been warned, there would have been far fewer sales of Alesse®;

45. As a result of the Defendants' breach of duty, they have generated a substantial amount of revenue that they should not in good conscience retain;

46. If the Defendants had complied with the standard of care expected of them, they would not have received any or part of the revenues they received;

5. Punitive and exemplary damages

47. At all material times, the acts and omissions of the Defendants as set forth above:

(1) were oppressive towards their customers and the general public, the Class, and the Defendants have conducted themselves in a willful, wanton, and reckless manner;

(2) demonstrated a cavalier and arbitrary approach with respect to their obligations to Class Members; and

(3) pursued conduct which constitutes unfair business practices and dealings with their customers and the public.

48. The Defendants did not provide adequate warnings about the risk of unwanted pregnancies until required to do so by government health authorities;

49. The Defendants have made no attempt to compensate Class Members for the injuries they suffered as a result of ingesting Alesse®. The Defendants have made no suggestion that an attempt will be made to compensate those who allege a causal link between the use of Alesse® and the unwanted pregnancies;

50. The Defendants violated consumer protection legislation and committed unfair practices as defined by section 9 of the *Food and Drugs Act,* section 52 of the *Competition Act*, and similar provincial legislation;

51. Moreover, the Applicant claims punitive damages. These damages are justified in this action, given the grossly negligent, reckless and duplicitous manner in which the Defendants willfully misrepresented and sold the birth control pills to consumers, even once the increased dangers of using the Drugs became evident;

52. In these circumstances punitive or exemplary damages and aggravated damages should be awarded;

CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

53. The composition of the Class makes the application of Articles 91 or 143 C.C.P. impractical for the following reasons:

a) The number of potential Class Members is so numerous that joinder of all Members is impracticable. While the exact number of Class Members is unknown to the Applicant at the present time and can only be ascertained from sales and distribution records maintained by the Defendants and its agents, it can be reasonably estimated that there are thousands of potential Class Members located throughout Canada;

b) Based on the number of potential Class Members, it is impossible for the Applicant to identify all potential Class Members and obtain a mandate from each of them. The Applicant does not possess the names and addresses of potential Class Members;

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

a) Does the use of Alesse® cause unwanted pregnancies, as well as other damage and injury, and to what extent?

b) As a result of the unwanted pregnancies was Alesse® unsafe, or unfit for the purpose for which they were intended as designed, developed, manufactured, sold, distributed, marketed or otherwise placed into the stream of commerce in Canada by the Defendants?

c) Were the Defendants negligent or did they commit faults in the designing, developing, testing, manufacturing, marketing, distributing, labelling or selling of Alesse® to the Class Members?

d) Did the Defendants fail to inform the Class Members of the true health risks associated with the use of Alesse®?

e) Are the Defendants liable to pay damages to the Class Members as a result of their negligence, or misrepresentations made by them in manufacturing, marketing, distributing or selling of Alesse®, or as a result of the use of Alesse®?

f) Are the Defendants liable to pay compensatory damages to the Class Members, and if so in what amount?

g) Are the Defendants liable to pay moral damages to the Class Members, and if so in what amount?

h) Are the Defendants liable to pay exemplary or punitive damages to the Class Members, and if so in what amount?

The majority of the issues to be dealt with are issues common to every Class Member;

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

NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

56 The action that Applicant wishes to institute for the benefit of the Members of the Class is an action in damages for product liability;

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

GRANT The class action of the Applicant and each of the members of the class;

DECLARE that the Defendants failed to provide adequate warnings with regard to the unwanted pregnancies caused by the defective Alesse®;

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

DECLARE that the Defendants are solidarity liable for the damages suffered by the Applicant and each of the members of the Class;

CONDEMN the Defendants to pay an amount in compensatory damages to the Class Members, amount to be determined by the Court, plus interest as well the additional indemnity;

CONDEMN the Defendants to pay an amount in moral damages to the Class Members, amount to be determined by the Court, plus interest as well the additional indemnity;

CONDEMN the Defendants to pay an amount in punitive and/or exemplary damages to the Class Members, amount to be determined by the Court;

ORDER the Defendants to deposit in the office of this court the totality of the sums according to law from the date of service of the motion to authorize a class action;

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

GRANT the class action of the Applicant on behalf of all the Members of the Class;

ORDER the treatment of individual claims of each Member of the Class in accordance with Articles 1037 to 1040 C.C.P.;

THE WHOLE with interest and additional indemnity provided for in the *Civil Code of Québec* and with full costs and expenses including experts' fees and publication fees to provide notice to Class Members.

The Applicant suggests that this class action be exercised before the Superior court of Justice in the District of Montreal for the following reasons

a) The Defendants sell Alesse® in the District of Montréal;

b) Many Class Members are domiciled and/or work in the District of Montréal;

c) The Applicant's legal counsel practice law in the District of Montréal.

The Applicant suggests that she be attributed the status of representative of the class

58 Petitioner, who is requesting to obtain the status of representative, will fairly and

adequately protect and represent the interest of the members of the Class since the Applicant:

a) purchased and took one dose of Alesse®, without being made adequately aware of the risks associated with the use that product;

b) suffered damages and injuries from using Alesse®;

c) understands the nature of the action and has the capacity and interest to fairly and adequately protect and represent the interests of the Members of the Class;

d) is available to dedicate the time necessary for the present action before the Courts of Québec and to collaborate with Class attorneys in this regard;

e) is ready and available to manage and direct the present action in the interest of the Class Members that the Applicant wishes to represent, and is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class;

f) does not have interests that are antagonistic to those of other members of the Class;

g) has given the mandate to the undersigned attorneys to obtain all relevant information to the present action and intends to keep informed of all developments;

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

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present Motion;

ASCRIBE to the Applicant the status of representative of the persons included in the Class herein described as:

- All persons and entities in Canada (including their estates, executors, or personal representatives) that purchased, used, or acquired Alesse®, a birth control pill, and their dependants and family members, or any other Class or Sub-Class to be determined by the Court (the "Class" or "Class Members");

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

a) Does the use of Alesse® cause unwanted pregnancies, as well as other damage and injury, and to what extent?

b) As a result of the caused unwanted pregnancies, as well as other damage and injury, was Alesse® unsafe, or unfit for the purpose for which they were intended as designed, developed, manufactured, sold, distributed, marketed or otherwise placed into the stream of commerce in Canada by the Defendants?

c) Were the Defendants negligent or did they commit faults in the designing, developing, testing, manufacturing, marketing, distributing, labeling or selling of Alesse® to the Class Members?

d) Did the Defendants fail to inform the Class Members of the true health risks associated with the use of Alesse®?

e) Are the Defendants liable to pay damages to the Class Members as a result of their negligence, or misrepresentations made by them in manufacturing, marketing, distributing or selling of Alesse®, or as a result of the use of Alesse®?

f) Are the Defendants liable to pay compensatory damages to the Class Members, and if so in what amount?

g) Are the Defendants liable to pay moral damages to the Class Members, and if so in what amount?

h) Are the Defendants liable to pay exemplary or punitive damages to the Class Members, and if so in what amount?

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

GRANT The class action of the Applicant and each of the members of the class;

DECLARE that the Defendants failed to provide adequate warnings with regard to the side effects of Alesse;

DECLARE that all Members of the Class that have not requested their exclusion from the Class to be bound by any judgement to be rendered on the class action to be instituted in the manner provided for by the law;

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

ORDER the publication of a notice to the Members of the Class in accordance with Article 579 C.C.P. and **ORDER** Respondents to pay for said publication costs;

ORDER that said notice be available on the Defendants websites, Facebook pages and Twitter accounts with a link stating "Notice to all present and past users of Alesse";

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

THE WHOLE with costs, including all publication fees.

MONTRÉAL, March 20, 2018

MERCHANT LAW GROUP LLP
Attorneys for the Applicant

SUMMONS

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

Filing of a Judicial Application

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

Defendants' Answer

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

Failure to Answer

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

Content of Answer

In your answer, you must state your intention to:

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

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

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

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

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

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

Exhibits supporting the application
In support of the Application to Authorize the Bringing of a Class Action and to Ascribe the Status of Representative, the Applicant intends to use the following exhibits:

Exhibit P-1: Corporate Profile Report for Pfizer Canada Inc. (Quebec),

Exhibit P-2: Corporate Profile Report for Pfizer Inc USA;

Exhibit P-3: Product Monograph for Alesse 21 and Alesse 28;

Exhibit P-4: Health Canada safety recall; dated December 1, 2017;

These Exhibits are available upon request.

Notice of presentation of an application

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

Montreal, March 20, 2018

Merchant Law Group LLP
10 rue Notre Dame Est, suite 200
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Phone : 514-842-7776
Fax : 514-842-6687
Attorneys for the Applicant

NOTICE OF PRESENTATION

(Articles 146 and 574 al.2 C.P.C.)

TO:

PFIZER INC., a legal person duly constituted according to the law, having its main place of business at 235 East 42nd Street, New York, NY 10017, USA;

And to

PFIZER CANADA INC., a legal person duly constituted according to the law, having its main place of business at 17300 Trans-Canada Highway, Kirkland, Quebec H9J 2M5

TAKE NOTICE that the present FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND TO APPOINT A REPRESENTATIVE PLAINTIFF will be presented before one of the Honourable Judges of the Superior Court of Québec, at the Montreal courthouse, located at 1, rue Notre-Dame Est, in the city and District of Montréal, on the date set by the coordinator of the class actions chamber.

PLEASE ACT ACCORDINGLY.

Montreal, March 20, 2018

Merchant Law Group LLP
Attorneys for the Applicant

Nº.: 500-06-000916-185

S U P E R I O R C O U R T
DISTRICT OF MONTREAL

AMANDA HAKIM

Applicant

-vs-

PFIZER INC. ET ALL

Defendant

APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND TO APPOINT A REPRESENTATIVE PLAINTIFF
(Art. 574 C.C.P. and following)

ORIGINAL

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