

BLONDIN c. COLOPLAST CANADA CORPORATION, No. 500-06-001051-206
CLASS ACTION QUEBEC SETTLEMENT AGREEMENT

Between

FRANÇOISE SUREAU DIT BLONDIN

Plaintiff

- and -

COLOPLAST CANADA CORPORATION

Defendant

PREAMBLE & RECITALS

- A. The Parties hereby enter into this Settlement Agreement to settle the class proceeding commenced in the Superior Court of Quebec under Court File No. 500-06-001051-206 (*Blondin c. Coloplast Canada Corporation*), and pursuant to the terms and conditions set forth herein, and subject to approval by the Court on a Quebec basis;
- B. **WHEREAS**, the Proceeding was instituted on or around March 11, 2020 via the Plaintiff's *Demande pour autorisation d'exercer une action collective et pour être représentante* and the proposed class action remains to be authorized;
- C. **WHEREAS**, the Proceeding alleges, *inter alia*, negligence, with respect to the design of the Defendant's Coloplast Pelvic Implants (as defined below) used to treat stress urinary incontinence and/or pelvic organ prolapse, which allegations the Defendant denies;
- D. **WHEREAS**, the Parties intend by this Settlement Agreement to resolve all claims for damages alleged to be due to or in any way related to the use of the Coloplast Pelvic Implants by all women resident of Quebec, including their estates, who were implanted with a Coloplast Pelvic Implant(s); and all Provincial Health Insurer's claims with respect to Settling Claimants (as further particularized below);
- E. **WHEREAS**, counsel to the Parties have conducted settlement negotiations under the guidance of Justice David R. Collier, s.c.j. in good faith and at an arms-length;
- F. **WHEREAS**, the Defendant does not admit, through the execution of this Settlement Agreement or otherwise, to any allegation of unlawful or otherwise actionable conduct alleged in the Proceeding or otherwise, and in fact, denies any such allegations;
- G. **WHEREAS**, the Plaintiff, Class Counsel, and the Defendant 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 Released Parties or evidence of the truth of any of the Plaintiff's allegations against the Released Parties, which allegations are expressly denied by the Defendant;

- H. **WHEREAS**, the Defendant does not hereby attorn to the jurisdiction of the Quebec Court or any other court or tribunal in respect of any civil, criminal or administrative process except to the extent they have previously done so in the Proceeding and as is expressly provided in this Settlement Agreement with respect to the Proceeding;
- I. **WHEREAS**, the Plaintiff and Class Counsel have concluded that this Settlement Agreement provides substantial benefits to Class Members and is fair, reasonable and in the best interests of Class Members based on an analysis of the facts and applicable law, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective and assured method provided in this Settlement Agreement of resolving the claims of Class Members;
- J. **WHEREAS**, the Defendant have similarly concluded that this Settlement Agreement is desirable in order to avoid the time, risk, uncertainty and expense of defending multiple and protracted litigation, and to resolve finally and completely the pending and potential claims of Class Members;
- K. **WHEREAS**, the Parties intend by this Settlement Agreement to finally resolve, in Quebec, without admission of liability, the Proceeding and all the present and future claims of Class Members relating in any way to Coloplast Pelvic Implants;
- L. **WHEREAS**, the Parties shall file an application to authorize the Proceeding for the purpose of approving the Settlement and an application to approve the Settlement;
- M. **WHEREAS**, the Provincial Health Insurer has confirmed, or shall confirm, that they approve, and will not object to court approval of, the settlement provided for in this Settlement Agreement, and they will accept a payment, as provided for in the Settlement Agreement, in satisfaction of all Provincial Health Insurer Rights of Recovery that they may have, whether by subrogation or by independent right of action, respecting Settling Claimants' implantation with any Coloplast Pelvic Implants;

N. **NOW THEREFORE**, subject to the Settlement Approval Judgement, this Settlement Agreement embodies the terms of the resolution of claims of Class Members and of the Provincial Health Insurer.

SECTION 1 - DEFINITIONS

(1) Unless a particular section of this Settlement Agreement explicitly provides for another interpretation, the following terms, as used in this Settlement Agreement and its Schedule, shall have the meanings set forth below. Terms used in the singular shall be deemed to include the plural, and vice versa, where appropriate. Feminine pronouns and female references shall be deemed to include the masculine, and vice versa, where appropriate.

- (a) **“Authorization Amendment Judgement”** shall be the Judgement amending the granting leave to amend the Proceeding in order to limit the proposed class action to the Coloplast Pelvic Implants, to limit the scope of the proposed class action to the Province of Quebec and to remove from the proposed action the subclass represented by Ms. Véronique Sauriol. The application seeking the Authorization Amendment Judgement shall be identical to the amended version of the application entitled *Demande pour être autorisées à modifier la demande d'autorisation d'exercer une action collective et pour être représentantes*, which modified the Class as provided in section 1(1)(e);
- (b) **“Claim Deadline”** means ninety (90) days after the date of the Settlement Approval Judgement;
- (c) **“Claims Administration Costs”** means all costs, other than Class Counsel Legal Fees, notice costs and Special Master fees, required to implement this Settlement Agreement;
- (d) **“Claims Administrator”** means Proactio, or such other administrator agreed to between the Parties and approved by the Court;
- (e) **“Class”** or **“Class Members”** mean the following:

Toutes les personnes résidants au Québec qui ont utilisé des produits de maille transvaginale fabriqués, commercialisés, distribués et/ou vendus en tout ou en partie par la défenderesse (Aris, Exair, Minitape, Novasilk, Omnisure, Restorelle Direct Fix Anterior, Restorelle Direct Fix Posterior, Supris, T-Sling) et qui allègent avoir subi des dommages suite à l'implantation de ces produits de maille;

All persons residing in Quebec who have used transvaginal mesh products manufactured, marketed, distributed and/or sold in whole or in part by the defendant (Aris, Exair, Minitape, Novasilk, Omnisure, Restorelle Direct Fix Anterior, Restorelle Direct Fix Posterior, Supris, T-Sling) and who allege they have suffered damage following the installation of these mesh products.

and, for greater certainty, a **Class Member** includes a person who received their surgical mesh implant after November 14, 2016 and up to April 27, 2023, or underwent relevant medical care as documented by the medical records after November 14, 2016;

“**Class Member**” does not include any Opt Out or Provincial Health Insurer;

- (f) “**Class Counsel**” means Lambert Avocats;
- (g) “**Class Counsel Legal Fees**” means an amount representing 20%, plus applicable taxes, of the total compensation paid to Settling Claimants, as well as reasonable disbursements up to a maximum of \$20,000 and applicable taxes, subject to Class Counsel providing proof of such disbursements, as more fully detailed herein below;
- (h) “**Coloplast Pelvic Implants**” means the following products: Aris, Exair, Minitape, Novasilk, Omnisure, Restorelle Direct Fix Anterior, Restorelle Direct Fix Posterior, Supris and T-Sling. Said products must have been implanted after November 14, 2016. For further clarity, this definition is strictly exhaustive and any other mesh products manufactured, marketed, distributed and/or sold in whole or in part by the Defendant is excluded from the present Settlement Agreement;
- (i) “**Compensation Protocol**” means the process described at section 3.6 establishing the Settling Claimants’ Considerations;

- (j) **“Consideration”** means the monetary amount determined by the Special Master as part of the Compensation Protocol allocated to eligible Settling Claimants;
- (k) **“Court”** means the Superior Court of Quebec;
- (l) **“Defendant”** means Coloplast Canada Corporation;
- (m) **“Defendant’s Counsel”** means the law firms of Borden Ladner Gervais LLP and King & Spalding LLP, and such other legal counsel as may represent the Defendant in respect of the Proceeding;
- (n) **“Effective Date”** means the date on which: the Provincial Health Insurer has executed the Provincial Health Insurer Release; copies of the Provincial Health Insurer Release have been provided to Defendant’s Counsel; and the Settlement Approval Judgement becomes a Final Judgement;
- (o) **“Final Judgement”** means any judgement contemplated by this Settlement Agreement from which no appeal lies or in respect of which any right of appeal has expired without the initiation of proceedings in respect of that appeal, or proposed appeal, such as the delivery of a notice of appeal or application for leave to appeal;
- (p) **“Notice”** means the Court approved notice pursuant to Article 590 of the *Code of Civil Procedure* in its detailed version and summary version, which will be directed to Class Members. Among other things, the Class Notice indicates that : (1) a settlement has been reached and will be submitted to the Court for approval; (2) the Class Action will be authorized for settlement purposes; (3) the Class Members can opt-out of the Class, object to or comment on the proposed Settlement, or submit a Claims Form, and the procedures involved for all of these options; (4) the information and documents that Claimants must provide in support of their individual claim, if they wish to submit a Claims Form; (5) the date for the Settlement approval hearing; and (6) the contact information of the Claims Administrator as well as of Class Counsel. The Notices shall use plain language.

No other notice will be circulated following the Settlement Approval Order, subject to the Court's decision on this issue;

- (q) **“Notice Judgement”** means the judgement of the Court that approves the Notice and Notice Plan, in a form agreed upon by the Parties;
- (r) **“Notice Plan”** means the method by which the Notice is disseminated, in a form agreeable to the Parties and approved by the Court, which will necessarily include a publication of the Notice in both *La Presse* (in French) and *The Gazette* (in English), and a communication to Class Members who already contacted Class Counsel;
- (s) **“Objection Date”** means the date by which the Class Members must file with the Court any objections to the Settlement Agreement, which will be thirty (30) days after the date on which the Notice is first published, or such other date as the Parties agree and may be approved by the Court;
- (t) **“Opt Out”** means a person who would have been a Class Member but for her timely and valid request for exclusion pursuant to the judgement approving the Notice and opt out procedures following the authorization of the Proceeding for settlement purposes; or the process set out in section 6.1 of this Settlement Agreement;
- (u) **“Opt Out Deadline”** means the date thirty (30) days after the date on which the Notice is first published, or such other date as the Parties agree and may be approved by the Court;
- (v) **“Opt Out Form”** means the form for requesting exclusion from the Class as defined in Schedule A;
- (w) **“Opt Out Threshold”** means thirty (30) Opt Outs;
- (x) **“Parties”** means the Plaintiff and the Defendant;
- (y) **“Plaintiff”** means Fran ois Sureau dit Blondin, individually and in her capacity both personally and as representative of the Class Members;

- (z) **“Proceeding”** shall mean the class proceeding commenced by Françoise Sureau dit Blondin and Véronique Sauriol in the Superior Court of Quebec under Court File No. 500-06-001051-206 (*Blondin c. Coloplast Canada Corporation*);
- (aa) **“Provincial Health Insurer”** means the *Régie de l’assurance maladie du Québec*;
- (bb) **“Provincial Health Insurer Release”** means the form of Release, attached hereto as Schedule B;
- (cc) **“Provincial Health Insurer Rights of Recovery”** means the Provincial Health Insurer’s statutory authority for the recovery of costs of insured health or medical services;
- (dd) **“Released Claims”** means:
 - (i) For all Releasors, other than the Provincial Health Insurer, any and all legal, equitable, administrative or other claims of any kind, regardless of the legal, equitable, statutory or other theory on which they are based, including all existing, future, known, and unknown claims, actions, demands, causes of action, cross-claims, counterclaims, obligations, contracts, indemnity, contribution, suits, debts, sums, accounts, controversies, rights, damages, costs, lawyers’ fees, administration costs, losses, expenses, and all liabilities whatsoever existing now or arising in the future, whether class, individual or otherwise in nature, including direct, contingent or absolute, accrued, mature, derivative, subrogated, personal, assigned, discovered, undiscovered, suspected, unsuspected, disclosed, undisclosed, asserted, unasserted, known, unknown inchoate, or otherwise relating in any way to any conduct anywhere: that arise directly or indirectly out of, relating to, or in any way connected with Coloplast Pelvic Implant(s); that have been brought or could be brought by the Class that relate to the Coloplast Pelvic Implant(s); and/or relating to the creation, design, manufacture, testing, distribution, promotion, advertising, sale, administration, research, development, efficacy, inspection, clinical investigation, licensing,

regulatory approval or authorization, packaging, labelling, use, marketing, recommendation, implantation, revision, excision, disposal, compliance with regulatory obligations or reporting requirements, warnings and post-sale warnings, packaging, instructions for use, directions for use, condition, promises, and any other matter arising out of, relating to, resulting from, or in any way connected with or related to the Coloplast Pelvic Implant(s), including by way of example but without limitation, fault or negligence (including the Defendant's own negligence or sole negligence), gross fault or negligence (including the Defendant's own gross negligence or sole gross negligence), strict liability, product liability, nuisance, fraudulent concealment, fraud, willful misconduct, breach of the duty of good faith and fair dealing, breach of fiduciary duty, intentional misrepresentation, sudden and unexpected release, conspiracy, intentional infliction of emotional distress, negligent infliction of emotional distress (including Defendant's own negligent infliction of emotional distress or sole negligent infliction of emotional distress), wrongful death pursuant to the applicable statute of the Settling Claimant's province of residence, any intentional tort, malice, assault, battery, breach of contract, tortious interference with contract, breach of statutory express or implied warranties, breach of common law express or implied warranties, violations of any provincial or federal consumer protection statute, any civil liability claim, any regulatory action, or arising under or by virtue of any statute or regulation; any alleged representations, promises, statements, warranties (express or implied) or guarantees given or made by anyone affiliated with or representing the Released Parties relating to the Coloplast Pelvic Implant(s); and this Settlement Agreement relating to the Coloplast Pelvic Implant(s), except for a claim or action to enforce the terms of this Release. Subject to the foregoing, the "Released Claims" include all claims for damages or remedies of whatever kind or character, known or unknown, that are now recognized or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, for or in

respect of, arising out of or relating to any Coloplast Pelvic Implant(s), including:

- (A) Personal injury and/or bodily injury, latent injury, future injury, progression of existing injury, surgery, medical treatment, damage, disease, death, fear of death, disease or injury, mental or physical pain or suffering, emotional or mental harm, anguish, or loss of enjoyment of life, which includes, but is not limited to loss of enjoyment of life, loss of ability to perform sexually, physical and mental pain and suffering, physical deformity, shortened life expectancy, increased incontinence, expenses for corrective surgery and future corrective surgery, medical expenses, healthcare expenses, and life care expenses;
- (B) Compensatory damages, general damages, special damages, punitive, exemplary, and statutory and other damages or penalties of any kind;
- (C) Loss of wages, income, earnings or earning capacity;
- (D) Medical expenses, doctor, hospital, nursing, and drug bills;
- (E) Consumer protection remedies of any kind, including, but not limited to, remedies under provincial consumer protection legislation or the *Competition Act*, disgorgement of profit, and other similar claims whether arising under statute, regulation, or judicial decision;
- (F) Wrongful death and survivorship;
- (G) Medical screening and monitoring;
- (H) Injunctive and declaratory relief;

- (I) Economic or business losses;
- (J) Prejudgment or post-judgment interest; and
- (K) Legal fees.

(ii) For the Provincial Health Insurer, any and all manner of claims which a Provincial Health Insurer ever had, now has or hereafter can, shall or may have pursuant to provincial legislation that permits the recovery of healthcare costs or medical expenses from third parties, whether known or unknown, direct or indirect, subrogated or otherwise, relating in any way to the design, manufacture, sale, distribution, labelling, use, purchase and/or implantation of Coloplast Pelvic Implants in Class Members during the Class Period, including, without limitation and by way of example, all subrogated and/or direct claims in respect of Class Members that were or could have been brought for the cost of medical care and treatment provided to Class Members, as well as medical screening and monitoring, arising from the facts alleged in the Proceeding.

(ee) **“Released Parties”** means, jointly and severally, individually and collectively, the Defendant, as defined above, and its parents and affiliated companies, including but not limited to Coloplast Corp., Coloplast Manufacturing US, LLC, Coloplast A/S, as well as and its past and present suppliers, including, but not limited to, Mpathy Medical Devices Limited, Analytical Biosurgical Solutions, Lombard Medical (Scotland) Ltd., Culzean Medical Devices Ltd., Herniamesh S.r.l., Secant Medical, LLC, Carbon Medical Technologies, Inc., Tutogen Medical, Inc., and RTI Surgical, Inc. (formerly known as RTI Biologics, Inc.), and their successors, parents, subsidiaries and affiliated companies;

(ff) **“Releasors”** shall mean, jointly and severally, individually and collectively, the Plaintiff and the Class Members and all of their present, future and former representatives, predecessors, successors, heirs, executors, administrators, insurers and assigns;

- (gg) “**Settlement Agreement**” means this agreement, including the recitals, exhibits and schedules;
- (hh) “**Settlement Amount**” means the aggregate Considerations of all eligible claims recognized by the Special Master through the Compensation Protocol in favour of Settling Claimants requested from the Defendant at the end of the Compensation Protocol;
- (ii) “**Settlement Approval Judgement**” means the orders or judgments issued by the Superior Court of Quebec approving the Settlement Agreement;
- (jj) “**Settling Claimant**” means each Class Member who files a claim pursuant to the Compensation Protocol;
- (kk) “**Special Master**” means a certified urologist jointly selected by the Parties who will oversee the Compensation Protocol and determine the eligibility of Settling Claimants to obtain compensation as part of the Settlement, and determine the value of eligible Settling Claimants’ claims;
- (ll) “**Trust Account**” means a guaranteed investment vehicle, liquid money-market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, S.C. 1991, c. 46) held at a Canadian financial institution under the control of the Claims Administrator, once appointed, for the benefit of the Settling Claimants, as provided for in this Settlement Agreement.

SECTION 2 - SETTLEMENT APPROVAL

2.1 Best Efforts

- (1) The Parties shall use their best efforts to implement this settlement and to secure the prompt, complete and final resolution of the Proceeding as against the Defendant, in the form of the Settlement Approval Judgement. Pending approval of the Settlement Agreement, the Parties agree to hold the Proceeding in abeyance.

2.2 Application Seeking Approval of Notice and Authorization Amendment Judgement

- (1) The Plaintiff shall file applications in the Court, on consent of the Defendant, as soon as practicable after this Settlement Agreement is executed, for a judgement approving the Notice and Notice Plan (the Notice Judgement).
- (2) In addition to the filings provided for in section 2.2(1), and on consent of the Defendant, the Plaintiff shall seek the Authorization Amendment Judgement.
- (3) Prior to the filing of the application materials in connection with this section, Class Counsel will provide them to Defendant's Counsel in draft form for comment.

2.3 Application Seeking Settlement Approval Judgement

- (1) The Plaintiff shall file an application with the Court for the Settlement Approval Judgement as soon as practicable after:
 - (a) the Application for Authorization Amendment Judgement seeking modifications of the class has been granted;
 - (b) the Notice Judgment has been granted;
 - (c) the Notice has been provided to Class Members in accordance with the Notice Judgement; and
 - (d) the time has expired to opt-out in accordance with section 6.
- (2) This Settlement Agreement shall only become final on the Effective Date.

2.4 Pre-Application Confidentiality

- (1) Until the application required by section 2.2 is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior written consent of Defendant's Counsel and Class Counsel, as the case may be, except as required for the purposes of financial reporting, the preparation of financial records (including tax returns and financial statements), as necessary to give effect to its terms, or as otherwise required by law.

Nothing in this section shall bar counsel from communicating with clients or the Provincial Health Insurers, provided that they also shall be required to maintain confidentiality consistent with the provisions of this section.

SECTION 3 - NOTICE TO THE CLASS

3.1 The Notice

- (1) The Parties have agreed to the form, contents and method of dissemination of the Notice and Notice Plan, subject to court approval, which shall be sought by way of the Plaintiff's application.
- (2) The Notice shall be disseminated in accordance with the Notice Plan and in accordance with the Notice Judgement.
- (3) The costs of publishing and distributing the Notice, including the associated professional fees (but expressly excluding Class Counsel Legal Fees), will be paid directly to the relevant provider by the Defendant.

3.2 Notice of Termination

- (1) If this Settlement Agreement is terminated and the Court orders that notice be given to the Class, the Parties will cause any such notice, in a form approved by the Court, to be published and disseminated as the Court directs.
- (2) If this Settlement Agreement is terminated, the Parties will be liable in equal parts for any costs which may arise.

3.3 Cooperation

- (1) The Parties shall cooperate and undertake all reasonable actions to ensure that the Notice is disseminated in a timely manner.

3.4 Payment of Settlement Amount

- (1) Disbursement of the Consideration to Settling Claimants from the Settlement Amount shall be authorized by the Defendant in accordance with the timeline and conditions precedent in the Settlement Agreement. The Consideration will be allocated by the Special Master to eligible Settling Claimants.
- (2) Class Counsel undertakes to explain to Settling Claimants that payment pursuant to this Release is for monetary compensation, and to disclose the terms of the allocation process.
- (3) No warranty or representation of the tax consequences, if any, is made by the Released Parties. Settling Claimant and Released Parties hereby state and acknowledge that all sums paid pursuant to the Settlement Agreement are not exemplary or punitive damages, nor compensatory damages, nor prejudgment or post judgment interest, nor non-physical injuries, nor moral damages.
- (4) Class Counsel undertakes to ensure that Settling Claimants will have an opportunity to confer and to ask questions about: (i) the settlement generally; (ii) the approximate sum to be allocated to them in consideration for a release as part of this Settlement Agreement; and (iii) the terms of this Settlement Agreement. Class Counsel further undertakes to answer Settling Claimants' questions and explain the Settlement Agreement.
- (5) Prior to distribution of any money to Settling Claimants, the Claims Administrator shall be solely responsible for deducting and paying any cost, disbursement, or sum payable as part of the present Settlement Agreement or any Court judgement;
- (6) Payments to the eligible Settling Claimants shall be made by cheque in accordance with the information provided in the Claims Form, Schedule C.
- (7) The payment to be provided in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Released Parties.
- (8) The Settlement Amount shall be inclusive of all applicable taxes and amounts payable to the *Fonds d'aide aux actions collectives*.

(9) The Defendant shall have no obligation to pay any amount in addition to the Settlement Amount, Class Counsel Legal Fees, Claims Administrator Costs, notice costs, payment to the Provincial Health Insurer and the Special Master fees, for any reason, pursuant to or in furtherance of this Settlement Agreement.

(10) Once the appointment of the Claims Administrator has been approved by the Court, the Claims Administrator will establish the Trust Account.

(11) The Claims Administrator shall maintain the Trust Account as provided for in this Settlement Agreement and shall not pay out all or any part of the money in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with a judgement of the Court obtained after notice to the Parties.

3.5 Taxes and Interest

(1) Except as hereinafter provided, all interest earned on the Settlement Amount in the Trust Account shall become and remain part of the Trust Account and be allocated to the payment of fees and costs owed to the Claims Administrator.

(2) All taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be paid from the Trust Account. The Claims Administrator, as appropriate, shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.

(3) The Defendant shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned on the Settlement Amount or pay any taxes on the money in the Trust Account, unless this Settlement Agreement is terminated, or otherwise fails to take effect for any reason, in which case the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid to the Defendant who, in such

case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel or the Claims Administrator.

3.6 Compensation Protocol

- (1) The Class Members will have until the Claim Deadline to submit the supporting documentation to obtain a Consideration as part of the Settlement Amount.
- (2) In order to validly file a claim, Class Members will have to provide:
 - (a) The Claim Form duly completed;
 - (b) All medical records 5 years prior to implant through the present, or otherwise all relevant medical records supporting the information provided in the Claim Form.
- (3) Claims Administrator will gather the relevant documentation obtained from Class Members. Ten (10) days after the Claim Deadline, Claims Administrator will send the documentation in an electronic format to the Special Master and to Defendant's Counsel as well as to Class Counsel in an organized manner per each Settling Claimant.
- (4) The Special Master will have four (4) months following the Claim Deadline or the receipt of the Class Members' documentation (the latest of the two) to review the documentation provided by the Settling Claimants to assess their eligibility to obtain a compensation as part of the Settlement Agreement in accordance with the *Case Assessment Criteria*, Schedule D. To the extent that a Settling Claimant is eligible, the Special Master will determine in which tier the Settling Claimant falls and the amount for their Consideration.
- (5) The Special Master will provide reasons for their assessment in a letter communicated to the Claims Administrator, Class Counsel and Defendant Counsel, in the form found at Schedule E. The Claims Administrator will communicate to each Settling Claimant the result of the Special Master's assessment. The Settling Claimant may communicate with Class Counsel with respect to any obligation pursuant to section 3.4(4).
- (6) Within 15 (fifteen) days of the receipt of the letter, the Settling Claimant can request a review of the Special Master's decision. The Settling Claimant can submit additional materials in

support of their request for review of the initial assessment. The Settling Claimant can request both a review of the assessment on eligibility or the amount of the Consideration.

(7) Within 15 (fifteen) days of the Settling Claimant's application for review, Class Counsel and the Defendant may submit their observations to the Special Master.

(8) If no appeal is sought by Settling Claimants, Class Counsel will provide a report to the Court and seek, on consent of the Defendant, an application requesting the distribution of the Settlement Amount in the manner provided in section 4.

(9) If appeal(s) are sought, within 60 (sixty) days of receipt of the Defendant's observations or the expiry of the delay to submit same, the Special Master will reassess the Settling Claimant's file, including any additional material provided. The Special Master will provide reasons for their reassessment in a letter communicated to the Claims Administrator, Class Counsel and Defendant Counsel, in the form found at Schedule E. The Claims Administrator will communicate to each Settling Claimant the result of the Special Master's reassessment. The Settling Claimant may communicate with Class Counsel with respect to any obligation pursuant to section 3.4(4).

(10) Within 15 (fifteen) days of receipt of the Special Master's final assessment, the Settling Claimant may apply to the Court's managing Judge for final adjudication of their claim. The Settling Claimant can only submit to the Court material that was submitted for consideration to the Special Master for their previous assessments. No new material will be accepted.

(11) The Defendant may only seek a review of the Special Master's assessment to the extent that said assessment does not respect the *Case Assessment Criteria*, Schedule D. The Defendant's request for review will follow the process described at sections 3.6(5) to 3.6(10) with appropriate adjustments.

(12) The Parties will coordinate with the Court to address any procedural issue arising out of the review of the Settling Claimant claim. The Court may only intervene to the extent that the Special Master's assessment has made a palpable and overriding error.

(13) Once the Special Master has assessed all Settling Claimants' files and all reviews are final, Class Counsel will provide a report to the Court and seek, on consent of the Defendant, an order requesting the distribution of the Settlement Amount in the manner provided in section 4.

3.7 Plaintiff's Consideration

(1) As part of the confidential settlement negotiations before and during the Settlement Conference before Justice Collier j.s.c., and after considering Plaintiff's full medical records and claim file with a consulting urogynecologist, that Plaintiff's personal claim is a tier 3 claim pursuant to Schedule D, with a Consideration valued at \$33,000, minus the sum owed to the *Fonds d'aide aux actions collectives* pursuant to the *Act respecting the Fonds d'aide aux actions collectives*, CQLR c F-3.2.0.1.1.

(2) Plaintiff's Consideration is payable directly by the Defendant by cheque within fifteen (15) days after the Effective Date.

(3) Any order, ruling or determination made (or rejected) by the Court with respect to the Plaintiff's Consideration shall not 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.

(4) In the event that the Court refuses to approve the Plaintiff's Consideration, Plaintiff is entitled to submit her claim to the Special Master in accordance with the Compensation Protocol.

3.8 Costs and Fees

(1) For further clarity, and on top of the Considerations determined by the Special Master, the Defendant agrees to pay for:

- (a) the Special Master's fees, in accordance with the agreed upon compensation included as part of the Special Master's retainer;
- (b) Class Counsel Legal Fees, as approved by the Court;
- (c) Costs of publishing and distributing Notices;

- (d) the Amount payable to the Provincial Health Insurer;
- (e) any remaining Claims Administration Costs, including the professional fees of the Claims Administrator.

SECTION 4 - DISTRIBUTION OF THE SETTLEMENT AMOUNT AND OTHER PAYMENTS

- (1) Once the order provided at sections 3.6(8) and 3.6(13) becomes a Final Judgement, the Defendant will issue the amounts mentioned in Class Counsel's report to the Claims Administrator.
- (2) From each payment owed to Settling Claimants, the Claims Administrator shall distribute, by cheque, the sum determined by the Special Master, after payment of the following:
 - (a) any taxes required by law to be paid to any governmental authority if any; and
 - (b) any sum owed to the *Fonds d'aide aux actions collectives* pursuant to the *Act respecting the Fonds d'aide aux actions collectives*, CQLR c F-3.2.0.1.1.
- (3) The Special Master will provide an invoice for professional services rendered establishing the amounts he is owed once the Compensation Protocol is final. The Defendant will then pay the Special Master's fees by wire transfer.
- (4) The Claims Administrator will determine the exact amount payable to Class Counsel for the Class Counsel Legal Fees, as defined in the present Settlement Agreement. The Plaintiff's Consideration must be taken into account. The Defendant will then pay the Class Counsel Legal Fees by wire transfer, to the extent that the Court rendered a Final Judgement on the approval of legal fees as described in section 12.
- (5) The Claims Administrator determines the exact amount payable to the Provincial Health Insurer, which will represent, for each claim, a maximum of 10% (ten percent) of the amount allocated by the Special Master. The Plaintiff's Consideration must be taken into account. In order to receive a payment, the Provincial Health Insurer must execute the Provincial Health Insurer Release. The Defendant will then pay the Provincial Health Insurer in a manner agreed upon with

the latter. Payments made to the Provincial Health Insurers shall be in full and final satisfaction of all Provincial Health Insurer Rights of Recovery they may have in relation to Settling Claimants' implantation with a Coloplast Pelvic Implants.

(6) Once all other payments are finalized, the Claims Administrator will provide a final invoice for the Claims Administrator Costs. The Defendant will then pay such fees by wire transfer.

(7) If, six (6) months after its issuance, the cheque addressed to Settling Claimants has not been cashed-in, the relevant sums are returned by the Claims Administrator to the Defendant.

SECTION 5 - TERMINATION

5.1 General

(1) Termination rights are as follows:

- (a) The Defendant, at its sole discretion, shall have the right to terminate this Settlement Agreement in the event that:
 - (i) any of the Provincial Health Insurers do not confirm their approval of this Settlement Agreement or object to court approval of the settlement provided for in this Settlement Agreement; or
 - (ii) The Opt Out Threshold is matched or exceeded.
- (b) Each of the Parties shall have the right to terminate this Settlement Agreement in the event that:
 - (i) a Settlement Approval Judgement is denied and, following appeal, the denial of the Settlement Approval Judgement becomes a Final Judgement;
 - (ii) a Settlement Approval Judgement is entered but reversed on appeal and the reversal becomes a Final Judgement; or

- (iii) The Court issues a judgement approving the Settlement Agreement in a materially modified form that is not agreed to by both the Plaintiff and the Defendant.
- (iv) Section 14.14 is violated.

(2) Any order, ruling or determination made (or rejected) by the Court with respect to Class Counsel Legal Fees and/or Settling Claimant Consideration shall not 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.

(3) In all cases, failure of the Defendant to pay the Settlement Amount in accordance with this Settlement Agreement shall be grounds to terminate the Settlement Agreement for the Plaintiff.

5.2 Effect of Termination

(1) In the event this Settlement Agreement is terminated in accordance with its terms:

- (a) it shall be null and void and shall have no force or effect, and the Parties shall not be bound by its terms, except as specifically provided in this Settlement Agreement;
- (b) all negotiations, statements and proceedings relating to this Settlement Agreement shall be deemed to be without prejudice to the rights of the Parties, and the Parties shall be deemed to be restored to their respective positions existing immediately before this Settlement Agreement was executed, including the Claimant's compensation which shall be returned to the Defendant; and
- (c) the Parties shall be returned to the status quo ante in respect of the Proceeding.

5.3 Survival

(1) Notwithstanding section 5.2(1) of this Settlement Agreement, if this Settlement Agreement is terminated, the provisions of this section, and sections 2.4, 3.2, 3.5(3), 5.4, 5.5, 7.1 and 7.2, and the definitions applicable thereto of this Settlement Agreement, shall survive termination and shall

continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of interpreting these sections of this Settlement Agreement, but for no other purposes.

5.4 Accounting

(1) If this Settlement Agreement is terminated after the Settlement Amount has been paid pursuant to section 3.4(1), Class Counsel shall account to the Court and the Parties for all payments made by the Claims Administrator by no later than fifteen (15) days after such termination.

5.5 Termination Judgement

(1) If this Settlement Agreement is terminated, Class Counsel shall, within thirty (30) days after termination, apply to the Court, on notice to the Claims Administrator, for a judgement:

- (a) declaring this Settlement Agreement null and void and of no force or effect except for the provisions of those sections listed in section 5.3(1) of this Settlement Agreement;
- (b) providing that any funds paid by the Defendant under the terms of this Agreement, shall be returned to Defendant by wire transfer within fifteen (15) days; and
- (c) setting aside the Settlement Approval Judgement in accordance with the terms of this Settlement Agreement.

(2) Subject to section 5.5(2) of this Settlement Agreement, the Parties shall consent to the orders sought in any application made pursuant to section 5.5(1) of this Settlement Agreement.

(3) If there is any dispute about the termination of this Settlement Agreement, the Court shall determine any dispute by application on notice to the Parties.

SECTION 6 - OPT OUT AND OBJECTION PROVISIONS

6.1 Opting Out

(1) Class Members may exclude themselves from the Class by exercising their rights to opt out pursuant to article 580 of the *Code of Civil Procedure*, CQLR c C-25.01, by submitting a

completed and signed Opt Out Form to Class Counsel and the Court's clerk in accordance with the Notice Judgement, by the Opt Out Deadline.

(2) In the event that an Opt Out seeks to retain Class Counsel for any purpose related to the Proceeding, Class Counsel hereby agree to refuse to represent the Opt Out.

(3) Notwithstanding any other provision in this Settlement Agreement, no Class Member shall be entitled to opt out of the Proceeding or otherwise become an Opt Out as a result of the Authorization Amendment Judgement.

6.2 Opt Out Report

(1) Class Counsel shall provide Defendant's Counsel with a report advising as to the number of Opt Outs pursuant to section 6.1(1), the reasons for their opting out and details of the Opt Out's individual claim, if known, and a copy of all information provided, including the Opt Out Form, within thirty (30) days of the Opt Out Deadline.

6.3 Defendant's Rights Reserved

(1) The Defendant reserves all of its legal rights and defenses with respect to any Opt Outs.

(2) Under article 580 of the *Code of Civil Procedure of Quebec*, a class member eligible to opt out pursuant to section 6.1(1), who does not discontinue an originating application having the same subject matter as the Proceeding before the time for opting out has expired, is deemed to have opted out.

6.4 Objection to the Settlement Agreement

(1) Unless otherwise authorized by the Court, any Class Member who intends to object to the fairness of the Settlement Agreement must do so in writing no later than on the Objection Date. The written objection must be filed with the Court and sent to Class Counsel and/or Defendant Counsel no later than the Objection Date. The written objection must include: (a) a heading which refers to the Proceeding; (b) the objector's name, address, email address, telephone number and, if they are represented by counsel, the name of their counsel; (c) a statement that the objector was implanted with a Coloplast Pelvic Implant, as well as details concerning the type of device; (d)

whether the objector intends to appear at the Settlement Agreement approval hearing, either in person or through counsel; (e) the grounds supporting the objection; (f) copies of any documents upon which the objection is based; and (g) the objector's dated and handwritten signature.

(2) Any Class Member who files and sends a written objection, as described in the preceding section, may appear at the Settlement Agreement approval hearing, either in person or through counsel hired at their expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Settlement Agreement.

(3) Unless otherwise authorized by the Court, any Class Member who fails to comply with the above provisions shall waive and forfeit any and all rights he or she may have to appear separately and/or to object and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments.

SECTION 7 - EFFECT OF SETTLEMENT

7.1 No Admission of Liability

(1) The Plaintiff and the Released Parties expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason. Further, whether or not the Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with 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 Released Parties, or of the truth of any of the claims or allegations contained in the Proceeding or any other pleading filed by the Plaintiff.

7.2 Agreement Not Evidence

(1) The Parties agree that, whether or not it is terminated, 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 pending or future

proceeding to approve and/or enforce this Settlement Agreement, to defend against the assertion of Released Claims, or as otherwise required by law.

7.3 No Further Litigation

(1) Except with respect to the enforcement or administration of this Settlement Agreement, neither the Plaintiff nor Class Counsel (whether directly or via local counsel in any Canadian Province or Territory) may 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, subject to the other terms of this Settlement Agreement, the Plaintiffs and Class Counsel (whether directly or via local counsel in any Canadian Province or Territory) may not divulge to anyone for any purpose any information obtained in the course of the Proceeding or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available (so long as the information does not become publicly available through a breach of this section) or unless ordered to do so by a court of competent jurisdiction.

SECTION 8 - RELEASES AND DISMISSALS

8.1 Exclusive Remedy

(1) This Settlement Agreement shall be the exclusive remedy for all claims by or through Class Members respecting their implantation with Coloplast Pelvic Implants.

(2) On the Effective Date, each Class Member, whether or not they submit a claim, shall be deemed by this Settlement Agreement to have completely and unconditionally released, forever discharged, and acquitted the Released Parties from the Released Claims.

(3) On the Effective Date, the Provincial Health Insurer shall be deemed by this Settlement Agreement to have completely and unconditionally released, forever discharged, and acquitted the Released Parties from the Released Claims.

(4) In consideration for the Settlement Amount, Class Counsel agrees, on behalf of the Class Members, that any prosecution of a settled claim in breach of section 8.1(2) shall cause irreparable

harm to the Released Parties, in respect of which a stay or injunction is an appropriate remedy. For the same consideration, Class Counsel agrees on behalf of Class Members to cooperate with the Released Parties in seeking such a stay or injunction.

8.2 Other Litigation

(1) The Released Claims do not include any claims for damages or remedies of whatever kind or character, known or unknown, that are now recognized or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, for or in respect of, arising out of or relating to devices other than the Coloplast Pelvic Implants.

SECTION 9 - SUBMITTING CLAIMS

(1) Claims shall be submitted by Class Members in the manner contemplated by the Compensation Protocol.

SECTION 10 - LIMITATION DEFENSE

(1) Except as provided herein, no Class Member who satisfies the criteria for payment pursuant to the Compensation Protocol shall be considered ineligible to receive a payment pursuant to this Settlement Agreement on the basis of any statute of limitation or repose, prescription period, or any other limitation or prescription defense.

(2) Nothing in this Settlement Agreement shall constitute or be deemed to constitute a waiver by the Defendant or Released Parties of defenses based on statutes of limitation or repose, prescription periods or any other limitation or prescription defense with respect to any Opt Out.

SECTION 11 - AMENDMENTS TO THE SETTLEMENT AGREEMENT

(1) The Parties may amend this Settlement Agreement in writing, by consent and upon approval of the Court.

SECTION 12 - LEGAL FEES AND DISBURSEMENTS

12.1 Fee Approval

- (1) Class Counsel shall bring an application to the Court for the approval of Class Counsel Legal Fees once the Compensation Protocol is completed.
- (2) The approval of the Settlement Agreement is not contingent on the outcome of any application regarding Class Counsel Legal Fees.
- (3) The Defendant will not object to any claim for fee approval, provided that the claim is strictly consistent with Class Counsel Legal Fees as defined in the Settlement Agreement and the jurisprudence and principles generally applied by the Court in respect of such fees
- (4) Class Members who retain lawyers to assist them in making their individual claims for compensation pursuant to this Settlement Agreement or to appeal the classification or rejection of their claim for Consideration, shall be responsible for the legal fees and expenses of such lawyers.

SECTION 13 - CLAIMS ADMINISTRATOR

13.1 Appointment of Claims Administrator

- (1) The Parties will jointly propose a Claims Administrator to be appointed by the Court for the purpose of processing and paying claims as provided in this Settlement Agreement and under the authority of the Court. The Claims Administrator shall follow the distribution mechanism as detailed in sections 3.4 and section 4(1).
- (2) The Claims Administrator shall be bilingual (French/English).

13.2 Investment Guidelines

- (1) The Claims Administrator shall hold all funds in its possession under this Settlement Agreement in the Trust Account.
- (2) All fees and costs of any custodian holding and/or investing such funds shall be paid out of the income of such funds and shall not be the responsibility of Defendant.

(3) All taxes due and owing on investment proceeds shall be paid by the Claims Administrator from the settlement funds.

13.3 Confidentiality Obligations

(1) The Claims Administrator and any person appointed by the Claims Administrator to assist in the processing of claims must sign and adhere to a confidentiality statement by which they agree to keep confidential any information concerning Class Members, and the Claims Administrator shall institute procedures to ensure that the identity of all Class Members, and all information regarding their claims and submissions, will be kept confidential and not be provided to persons except as may otherwise be provided in this Settlement Agreement or as may be required by law.

(2) The Claims Administrator shall be subject to removal by the Court for cause. In the event of such removal, any successor Claims Administrator shall be identified and appointed as set forth in section 13.1(1).

SECTION 14 - MISCELLANEOUS PROVISIONS

14.1 Ongoing Authority

(1) The Superior Court shall retain exclusive and continuing jurisdiction over the approval, implementation and administration, interpretation and enforcement of this Settlement Agreement and the Plaintiff, Class Members and Defendant attorn to the jurisdiction of the Court for such purposes.

14.2 Recitals

(1) The Parties represent and warrant that the recitals referred to in section 1 are accurate and agree that they form part of this Settlement Agreement.

14.3 Negotiated Agreement

(1) This Settlement Agreement is the product of arm's length negotiations between Class Counsel, counsel for the Defendant, and/or parties represented by counsel. No Party shall be deemed to be the drafter of this Settlement Agreement or any provisions hereof. No presumption

shall be deemed to exist in favor of or against any Party as a result of the preparation or negotiation of this Settlement Agreement.

(2) This Settlement Agreement shall be binding on the Parties regardless of any change in the law that might occur after the date each Party signed this Settlement Agreement.

14.4 Entire Agreement

(1) This Settlement Agreement, including its recitals and exhibits, as well as other documents expressly referred to and defined herein (*e.g.*, the Authorization Amendment Judgement, Notice, Notice Plan, Notice Judgement, Settlement Approval Judgement, the Settlement in Principle, and Provincial Health Insurer Release) constitutes the entire agreement by and among the Parties with regard to the subject matter of this Settlement Agreement and, on the Effective Date, shall supersede any previous agreements and understandings between the Parties with respect to the subject matter of this Settlement Agreement.

14.5 Counterparts

(1) This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(2) Each of the signatories hereto warrant and represent that they are authorized to enter into this Settlement Agreement on behalf of the Parties on whose behalf this Settlement Agreement has been executed.

14.6 Class Member Notification

(1) All communications from the Claims Administrator to Class Members may be made by regular mail and/or email to such person's last mailing address and/or email address provided by such person to the Claims Administrator.

14.7 Governing Law

(1) This Settlement Agreement shall be governed by and interpreted pursuant to the laws of Quebec.

14.8 Severability

(1) If any provision of this Settlement Agreement is held to be void or invalid, the same shall not affect any other provision and the remainder shall be effective as though such provision had not been contained herein.

14.9 Dates

(1) Dates referred to in this Settlement Agreement may be altered with the written consent of the Parties and, as necessary, with the approval of the Court.

14.10 Party Notification

(1) Any notification, request, instruction, or other document to be given by any Party to any other Party to this Settlement Agreement (other than class notification) shall be in writing and shall be addressed as follows:

(a) If to: THE PLAINTIFF and/or CLASS COUNSEL,

Jimmy Ernst Jr. Laguë Lambert
Lambert Avocats
1111, Saint-Urbain St., #204
Montreal, QC, H2Z 1Y6
Tel.: (514) 526-2378
Fax: (514) 878-2378
Email : jlambert@lambertavocats.ca

(b) If to: COLOPLAST CANADA CORPORATION

Coloplast Canada Corporation
Attention: General Counsel
205a-2401 Bristol Circle
Oakville, ON, L6H5S9
Tel: (866) 293-6349

Anne Merminod
Borden Ladner Gervais LLP
1000 de la Gauchetière St. W, #900
Montreal, QC, H3B 5H4
Tel: (514) 954-2529
Email: amerminod@blg.com

14.11 French Translation

(1) In case of any ambiguity or dispute about interpretation arising out of a French translation prepared by the Parties, the English version is official and shall prevail.

14.12 English Language Clause

(1) Les parties ont convenu que cette Entente soit rédigée en anglais.

14.13 Motions for Directions

(1) Class Counsel or the Defendant may apply to the Court for directions in respect of the interpretation, implementation, and administration of this Settlement Agreement.

(2) All motions contemplated by this Settlement Agreement shall be on notice to the Plaintiff and Defendant, as applicable.

14.14 Public Statements

(1) Plaintiff, Settling Claimants, Class Counsel, Defendant and Defendant's Counsel will limit their statements to promoting the virtues of the settlement or other statements that are in accordance with the notices and the future agreement. Plaintiff, Settling Claimants and Class Counsel shall not solicit interviews by the media and shall not engage in any conduct or make any statement, directly or indirectly, that the settlement of claims contemplated by the agreement constitutes an admission of liability or an admission of the validity or accuracy of any of the allegations in the Proceeding against Defendant. However, nothing shall limit the ability of Defendant or its successors to make public disclosures, as the applicable laws require or to provide information about the settlement to government officials or its insurers/reinsurers. In addition, Plaintiff, Settling Claimants and Class Counsel will not directly or indirectly make any negative or disparaging statements against Defendant maligning, ridiculing, defaming, or otherwise speaking ill of Defendant, Defendant's devices or Defendant's business affairs, practices, policies, standards, or reputation, as related to surgical mesh implants, the surgical mesh litigation and the claims made therein, provided that nothing in this Settlement Agreement shall be deemed to interfere with any Party's obligation to report transactions with appropriate governmental, taxing

and/or registering agencies. Plaintiff, Settling Claimants and Class Counsel will make reasonable efforts to remove or take down any previous posts on any social media site regarding Defendant, which would violate this provision if made after its enactment.

14.15 Communication with Class Members by Defendant and Defendant's Counsel

(1) The Defendant and Defendant's Counsel shall not initiate communications with or solicit Class Members in any way for the duration of the Settlement Agreement without the prior written consent of Class Counsel, except in accordance with this Settlement Agreement.

14.16 Acknowledgements

(1) Each of the Parties hereby affirms and acknowledges that:

- (a) He, she, they 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;
- (b) The terms of this Settlement Agreement and the effects thereof have been fully explained to him, her, them or the Party's representative by his, her or its counsel;
- (c) He, she, they or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
- (d) No Party has relied upon any statement, representation, or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of the Settlement Agreement, with respect to the first Party's decision to execute the Settlement Agreement.

14.17 Authorized Signatures

(1) Each of the undersigned represents that he, she or they is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

Date of Execution

(2) The Parties have executed the Settlement Agreement as of the date on the cover page.

[SIGNATURES ON THE NEXT PAGE]

Date: _____

City : _____

Françoise Sureau dit Blondin

Applicant

Date: _____

City : _____

Mtre. Jimmy Ernst Jr. Lambert

Counsel for Applicant

Date: _____

City : _____

Steven Blum

Coloplast, President, Interventional Urology, Duly

authorized representative of Coloplast Canada

Corporation, as he/she so declares

Date: _____

City : _____

Mtre. Anne Merminod

BLG

Counsel for Coloplast

SCHEDULE A

Opt-Out Form

BLONDIN c. COLOPLAST CANADA CORPORATION
No. 500-06-001051-206
QUEBEC PELVIC IMPLANTS SETTLEMENT
OPT-OUT FORM

ONLY SUBMIT THIS FORM IF YOU **DO NOT** WANT TO PARTICIPATE IN
THE CLASS ACTION, THE SETTLEMENT OR SUBMIT A CLAIM

Instructions: Fill out and submit this form by mail, courier or email **ONLY IF YOU WISH TO BE EXCLUDED** from the proposed *Blondin c. Coloplast Canada Corporation* (Pelvic Implants) Settlement in Quebec.

1. REQUESTOR IDENTIFICATION

Provide the following information about the person submitting or, if applicable, on whose behalf you are submitting, an opt out request. **PLEASE USE PRINT**

Last Name:	First Name:	Middle Initial:	
Address:		Suite Number:	
City:	Province/State:	Postal Code/Zip Code:	Country:
Phone Number (if applicable):		Email Address (if applicable):	

2. REPRESENTATIVE IDENTIFICATION (IF SUBMITTING ON BEHALF OF A PERSON WHO IS DECEASED OR A MINOR OR FOR OTHER REASON)

If you are opting out of the proposed class action settlement on someone else's behalf, please provide the following personal identification information and attach a copy of your power of attorney, court order or other authorization that allows you to represent this person. Opt Out requests by a representative may only be made on behalf of someone who is a minor, an incapable person or deceased. **PLEASE USE PRINT**

YOU ARE SUBMITTING THIS FORM ON BEHALF OF SOMEONE WHO IS:			
<input type="checkbox"/> DECEASED		<input type="checkbox"/> A MINOR	
<input type="checkbox"/> OTHER REASON (Identify: _____)			
Representative's Last Name:		Representative's First Name:	Representative's Relationship to Requestor:
Representative's Mailing Address:			Suite Number:
City:	Province/State:	Postal Code/Zip Code:	Country:
Representative's Phone Number:	Representative's Email Address:		Representative's Firm Name (if applicable):

3. REASON FOR OPT-OUT (OPTIONAL)

You may provide reasons for your choice of opting-out. This section is entirely optional and does not impact your rights. **PLEASE USE PRINT.**

I wish to be excluded from the proposed Settlement because:

4. I WISH TO OPT OUT

Check the box below to confirm your intention to opt out of the proposed *Blondin c. Coloplast Canada Corporation* (Pelvic Implants) Settlement, which intervene in file No. 500-06-001051-206.

I wish to be excluded from the *Blondin c. Coloplast Canada Corporation* (Pelvic Implants) Settlement and I am opting out.

I OPT OUT

By signing this opt-out form, you understand that you hereby manifest your decision to opt out of this Class Action and understand that you will not be entitled to any compensation as part of the Settlement reached in this class action.

5. SIGNATURE

Your Signature

_____/_____/_____
YYYY MM DD

If you wish to opt out of the proposed class action Settlement, your Opt-Out Form and any attachment **MUST** be received on or before **[date]** by the Clerk of the Superior Court at the following address:

Clerk of the Superior Court of Montreal
Montreal Courthouse
1 Notre-Dame St. East,
Montreal, Quebec H2Y 1B6

A copy of your opt-out form can also be sent to Class Counsel, Mtr. Jimmy Lambert, by email at jlambert@lambertavocats.ca.

If you submit this form, you will not be able to claim a compensation under the proposed class action Settlement.

SCHEDULE B

Provincial Health Insurer Release

PROVINCIAL HEALTH INSURER CONSENT AND RELEASE

WHEREAS the *Health Insurance Act*, CQLR c A-29 (the “**Act**”) permits a direct or subrogated claim (a “**Claim**”) for the recovery of the costs for insured services that have been incurred in the past and that will probably be incurred in the future and as further described in the Act and its regulations (collectively “**Insured Services**”);

AND WHEREAS proceedings were commenced in Quebec against Coloplast Canada Corporation (the “**Defendant**”) on behalf of proposed classes of Quebec residents who were implanted with one or more Coloplast Pelvic Implant(s) (as defined in the Settlement Agreement) (the “**Proceeding**”);

AND WHEREAS pursuant to a Settlement Agreement dated • (the “**Settlement Agreement**”) the Proceeding and all of the present and future claims of Class Members (as defined in the Settlement Agreement) for or relating in any way to Coloplast Pelvic Implants are to be fully resolved, on a Quebec basis, without admission of liability;

AND WHEREAS the Provincial Health Insurer (as defined in the Settlement Agreement) hereby consents to the Settlement Agreement;

AND WHEREAS pursuant to the Settlement Agreement, Class Members will have an opportunity to submit individual claims for settlement benefits (the “**Settling Claimants**” as further defined in the Settlement Agreement);

IN CONSIDERATION OF the payment to be made from the Settlement Amount to the Provincial Health Insurer as good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the undersigned, •, on behalf of the Provincial Health Insurer (hereinafter “**Releasor**”), release any and all manner of claims which a Provincial Health Insurer ever had, now has or hereafter can, shall or may have pursuant to provincial or territorial legislation that permits the recovery of healthcare costs or medical expenses from third parties, whether known or unknown, direct or indirect, subrogated or otherwise, relating in any way to the design, manufacture, sale, distribution, labelling, use, purchase and/or implantation of Coloplast Pelvic Implants in Class Members, including, without limitation and by way of example, all subrogated and/or direct claims in respect of Class Members that were or could have been brought for the cost of medical care and treatment provided to Class Members, as well as medical screening and monitoring, arising from the facts alleged in the Proceedings (as defined in the Settlement Agreement), against the Released Parties (as defined in the Settlement Agreement).

AND THE STATUTORILY DESIGNATED OFFICIAL FOR THE PROVINCIAL HEALTH INSURER REPRESENTS AND CONFIRMS that they have authority to bind the Releasor.

AND THE RELEASOR ACKNOWLEDGES and agrees that they have not been induced to execute this Release by reason of any representation or warranty of any nature or kind whatsoever and that there is no condition express or implied or collateral agreement affecting the said release.

AND FOR THE SAID CONSIDERATION the Releasor covenants and agrees not to make a claim or to commence or take proceedings against any of the Released Parties, including any

person, firm, partnership, business or corporation who or which might claim contribution from, or to be indemnified by, the Defendant, in respect of those matters to which this release applies.

AND IT IS UNDERSTOOD that Released Parties, and each of them, do not admit any liability to the Releasor or others and that such liability is specifically and expressly denied.

IN WITNESS WHEREOF the Releasor ● has hereunto set his/her hand and seal this day ● of, 2022.

Witness

Printed Name of Statutorily Designated Official for

the Provincial Health Insurer on behalf
of [Province]

Signature of Statutorily Designated Official for
the Provincial Health Insurer on behalf of
[Province]

SCHEDULE C

Claims Form

BLONDIN c. COLOPLAST CANADA CORPORATION - PELVIC IMPLANTS CLASS ACTION

Court File No. 500-06-001051-206

**Must Be Postmarked
No Later Than
[Claim Deadline]**

Claim Form

BLONDIN C. COLOPLAST CANADA CORPORATION PELVIC IMPLANTS CLASS ACTION SETTLEMENT INSTRUCTIONS FOR CLAIMANTS

Coloplast Pelvic Implants are used to treat either stress urinary incontinence (“SUI”) or pelvic organ prolapse (“POP”). To be eligible to make a claim, you must i) be resident in Quebec and ii) either be implanted with a Coloplast Pelvic Implant after November 14, 2016 and up to the [date of signature of the Settlement Agreement], or have undergone relevant medical care concerning a Coloplast Pelvic Implant after November 14, 2016.

For the purposes of this Claim Form, “Coloplast Pelvic Implants” means any of the products listed below.

Coloplast Pelvic Implant(s): means

- Aris
- Exair
- Minitape
- Novasilk
- Omnisure
- Restorelle Direct Fix Anterior
- Restorelle Direct Fix Posterior
- Supris
- T-Sling

THE DEADLINE TO SUBMIT A CLAIM IS [Claim Deadline].

Claim Forms can be submitted to the Claims Administrator online at [method of communication]. For claims submitted in paper form, Claim Forms must be postmarked on or before [Claim Deadline] and mailed to the following address:

[Contact info – Claims Administrator]

If you require assistance or advice regarding completion of the Claim Form, you may retain legal counsel at your own expense or contact the Class Counsel, free of charge, at [method of communication]. **Claimants who retain lawyers or agents in completing their Claim Form shall be solely responsible for the fees and expenses of such lawyers or agents.**

Claimants (or their lawyers/agents) **must** advise the Claims administrator **in writing** of any changes or corrections in name, address, phone number, or legal representation.

Please keep copies of all documentation you send as part of the claim process.

Please note that it could take several weeks or longer to obtain the required supporting medical documentation to support your claim. Please start completing the claims process now.

If you are claiming on behalf of an Estate or a person with a disability, you must provide all supporting documents that authorize you to represent the Estate or person under disability.

PRIVACY STATEMENT

Personal Information regarding Claimants is collected, used and retained by Class Counsel and the Claims Administrator in accordance with applicable privacy protection laws and regulations:

- for the purpose of operating and administering the *Blondin c. Coloplast Canada Corporation*, Class Action Quebec Settlement Agreement (“Settlement”);
- to evaluate and consider the Claimant’s eligibility under the Settlement; and
- is strictly private and confidential and will not be disclosed without the express written consent of the Claimant except as provided for in the Settlement and Compensation Protocol.

BLONDIN C. COLOPLAST CORPORATION CLASS ACTION SETTLEMENT CLAIM FORM

SECTION 1—Claimant Identification

I am applying on behalf of the following Claimant:

- 1. Myself**
- 2. Claimant A or B:**
 - A. A person under legal disability**
Please enclose a copy of your authority to act (i.e. power of attorney, etc.)
 - B. Deceased**
Please enclose a copy of your authority to act (i.e. will, court order, etc.)

Please complete this Section with the information of the Claimant who is over the age of 18. If you are applying on behalf of an individual under a disability or an Estate, but not yourself, please also complete Section 2. If you are a lawyer or agent who is completing this form on behalf of your client, please complete this Section and Section 3.

Claimant's First Name	M.I.	Last Name							
Address									
City		Province	Postal Code						
Home Phone	Work Phone								
Email									
Provincial Health Card Number									
M	M	/	D	D	/	Y	Y	Y	Y
Date of Birth									
M	M	/	D	D	/	Y	Y	Y	Y
For Estate Claims: Date of Death									

***Please attach the official death certificate, if applicable.**

SECTION 2—Representative Identification

*This section is to be completed **only if** you are submitting a claim as the Representative of an individual under legal disability or an Estate. You **MUST** provide proof of your authority to act as the Representative of an individual under legal disability or an Estate.*

Representative's First Name	M.I.	Last Name
Address		
City	Province	Postal Code
Home Phone	Work Phone	
Email		
Specify proof of authority to represent provided:		

SECTION 3 – Legal Representative Identification

*This Section is to be completed **only if** a lawyer or agent is representing the Claimant, Estate Representative or Representative of an individual under legal disability. If you complete this section, all correspondence will be sent to your legal representative. If you complete this section, you **MUST** complete Schedule “A”.*

Name of Law Firm or Agency		
Lawyer's or Agent's First Name	M.I.	Last Name
Address		
City	Province	Postal Code
Phone		
Email		

SECTION 4—Implant Supporting Information

Please complete the chart below for each Coloplast Pelvic Implant implanted. **Do NOT include information on mesh products manufactured by other companies or mesh products not defined as a Coloplast Pelvic Implant.**

Implant #1	
Implant Name/Model	
Date of Implant	
Pre-Operative Diagnosis	
Post-Operative Diagnosis	
Operative Procedure Performed	
Facility/Physician	
Implant #2 (if applicable)	
Implant Name/Model	
Date of Implant	
Pre-Operative Diagnosis	
Post-Operative Diagnosis	
Operative Procedure Performed	
Facility/Physician	
Implant #3 (if applicable)	
Implant Name/Model	
Date of Implant	
Pre-Operative Diagnosis	
Post-Operative Diagnosis	
Operative Procedure Performed	
Facility/Physician	
Implant #4 (if applicable)	
Implant Name/Model	
Date of Implant	
Pre-Operative Diagnosis	
Post-Operative Diagnosis	
Operative Procedure Performed	
Facility/Physician	

Note: See Page 1 for a list of eligible Coloplast Pelvic Implants. To be eligible for compensation under this Settlement, you **MUST** provide:

- Copy of the product ID or sticker confirming placement of Coloplast Pelvic Implant(s)

For implanted mesh products made by ANOTHER manufacturer, please provide product documentation if you have it.

SECTION 5 – Existing Medical Conditions and/or Contributing Factors

Your eligibility and compensation may be affected by existing medical factors or conditions to the extent they contributed to any pain or injury alleged as part of your claim. Please check any factor/condition applicable to your situation and provide any necessary comment to assist in the assessment of your claim.

Category	Factor / Condition	Check if applicable	Period of applicable symptoms Ex. Since ____ (year) Or from ____ (date to (date)	Comment
Pain	Pre-existing abdominal or pelvic pain within the 5 years preceding the implant procedure	<input type="checkbox"/>		
	Pre-existing dyspareunia anytime within the 5 years preceding the implant procedure	<input type="checkbox"/>		
	Fibromyalgia	<input type="checkbox"/>		
	Chronic pain syndrome	<input type="checkbox"/>		
Tissue Quality & Healing	Smoked 1 pack per day or more for 5 years anytime within the 20 years before the implant surgery and/or smoking 1 pack per day after the implant surgery	<input type="checkbox"/>		
	Untreated vaginal atrophy within the 3 months before the implant procedure and/or anytime thereafter	<input type="checkbox"/>		
	Uncontrolled diabetes (hemoglobin A1C of 7% or greater 3 months before surgery or anytime moving forward)	<input type="checkbox"/>		
	Uncontrolled hypertension or hypotension	<input type="checkbox"/>		
Other Possible Causes of Symptoms	Diagnosis of abdominal or pelvic adhesions	<input type="checkbox"/>		
	Pre-existing chronic constipation as documented in the medical records	<input type="checkbox"/>		
	Irritable bowel syndrome	<input type="checkbox"/>		
	Diverticulitis	<input type="checkbox"/>		
	Pre-implant recurrent or chronic vaginal or bladder infections anytime within the 3 years preceding the implant procedure	<input type="checkbox"/>		
	Fibroids	<input type="checkbox"/>		
	Endometriosis	<input type="checkbox"/>		
Other Patient Factors	Age at implant was 80 or above	<input type="checkbox"/>		
	No documented preoperative diagnosis of SUI or POP (i.e., preoperative diagnosis inconsistent with treatment)	<input type="checkbox"/>		
	Abdominal or pelvic radiation	<input type="checkbox"/>		
	Gastroenterological cancer, genitourinary cancer, or gynecological cancer	<input type="checkbox"/>		
	Autoimmune conditions (e.g., Crohn's disease, systemic lupus)	<input type="checkbox"/>		
	Morbid obesity (BMI of 40 and above)	<input type="checkbox"/>		
	Prior pregnancy(ies) that progressed to at least 30 weeks	<input type="checkbox"/>		

Note: See Page 1 for a list of eligible Coloplast Pelvic Implants. To be eligible for compensation under this Settlement, you **MUST** provide:

- Copy of the product ID or sticker confirming placement of Coloplast Pelvic Implant(s)

For implanted mesh products made by ANOTHER manufacturer, please provide product documentation if you have it.

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Pain	Pre-existing abdominal or pelvic pain within the 5 years preceding the implant procedure	<input type="checkbox"/>		
	Pre-existing dyspareunia anytime within the 5 years preceding the implant procedure	<input type="checkbox"/>		
	Fibromyalgia	<input type="checkbox"/>		
	Chronic pain syndrome	<input type="checkbox"/>		
Tissue Quality & Healing	Smoked 1 pack per day or more for 5 years anytime within the 20 years before the implant surgery and/or smoking 1 pack per day after the implant surgery	<input type="checkbox"/>		
	Untreated vaginal atrophy within the 3 months before the implant procedure and/or anytime thereafter	<input type="checkbox"/>		
	Uncontrolled diabetes (hemoglobin A1C of 7% or greater 3 months before surgery or anytime moving forward)	<input type="checkbox"/>		
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	Pre-existing chronic constipation as documented in the medical records	<input type="checkbox"/>		
	Irritable bowel syndrome	<input type="checkbox"/>		
	Diverticulitis	<input type="checkbox"/>		
	Pre-implant recurrent or chronic vaginal or bladder infections anytime within the 3 years preceding the implant procedure	<input type="checkbox"/>		
	Fibroids	<input type="checkbox"/>		
	Endometriosis	<input type="checkbox"/>		
Other Patient Factors	Age at implant was 80 or above	<input type="checkbox"/>		
	No documented preoperative diagnosis of SUI or POP (i.e., preoperative diagnosis inconsistent with treatment)	<input type="checkbox"/>		
	Abdominal or pelvic radiation	<input type="checkbox"/>		
	Gastroenterological cancer, genitourinary cancer, or gynecological cancer	<input type="checkbox"/>		
	Autoimmune conditions (e.g., Crohn's disease, systemic lupus)	<input type="checkbox"/>		
	Morbid obesity (BMI of 40 and above)	<input type="checkbox"/>		
	Prior pregnancy(ies) that progressed to at least 30 weeks	<input type="checkbox"/>		

Previous bladder/incontinence surgery	<input type="checkbox"/>	
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SECTION 6 – Release of Claims and Other Compensation

I verify that I have / have not received compensation through other proceedings or private out-of-class settlements and/or provided a release in respect of a Coloplast Pelvic Implant.

If you have received compensation or released claims, please provide the details here:

Compensation: \$

Details of Claims Released:

I had / have not had a physician recommended post-implant procedure in the United States which was reimbursed by the *Régie de l'assurance maladie du Québec* in relation to a Coloplast Pelvic Implant.

If you underwent a post-implant procedure in the United States, please provide the details here:

Details of the procedure:

SECTION 7 – Claimant Declaration and Authorization

The undersigned hereby:

- consents to the disclosure of the information contained herein to the extent necessary to process this claim for benefits. The undersigned acknowledges and understands that this Claim Form is an official Court document sanctioned by the Court that presides over the Settlement, and submitting this Claim Form is equivalent to filing it with a Court;
- authorizes the Claims Administrator and Class Counsel to contact the Claimant as required in order to administer the claim;
- confirms that they are 18 years-old or older;
- agrees to comply with section 14.14 of the Settlement Agreement, which reproduced at Schedule B of the present form;

After reviewing the information that has been supplied on this Claim Form, the undersigned declares under penalty of perjury that the information provided in this Claim Form is true and correct to the best of their knowledge, information and belief.

Claimant's Signature (or Claimant's Representative): _____

Printed Name of Claimant (or Claimant's Representative): _____

Dated (mm/dd/yyyy): _____

PLEASE ATTACH AND SUBMIT ALL REQUIRED SUPPORTING EVIDENCE WITH YOUR CLAIM

Reminder Checklist:

1. Complete the relevant sections and sign the Claimant Declaration and Authorization.
2. If the Claim is being submitted by a third party (lawyer or agent), please complete, sign and have Schedule "A" witnessed (anyone over the age of 18 can witness).
3. Provide a copy of product ID or sticker confirming placement of Coloplast Pelvic Implant(s).

Previous bladder/incontinence surgery	<input type="checkbox"/>	
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SECTION 6 – Release of Claims and Other Compensation

I verify that I have / have not received compensation through other proceedings or private out-of-class settlements and/or provided a release in respect of a Coloplast Pelvic Implant.

If you have received compensation or released claims, please provide the details here:

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Claimant's Signature (or Claimant's Representative): _____

Printed Name of Claimant (or Claimant's Representative): _____

Dated (mm/dd/yyyy): _____

PLEASE ATTACH AND SUBMIT ALL REQUIRED SUPPORTING EVIDENCE WITH YOUR CLAIM

Reminder Checklist:

1. Complete the relevant sections and sign the Claimant Declaration and Authorization.
2. If the Claim is being submitted by a third party (lawyer or agent), please complete, sign and have Schedule "A" witnessed (anyone over the age of 18 can witness).
3. Provide a copy of product ID or sticker confirming placement of Coloplast Pelvic Implant(s).

4. Provide a copy of all medical records 5 years prior to implant through the present, or otherwise all relevant medical records supporting the information provided in the Claim Form.
5. Keep a copy of your Claim Form and all supporting documentation for your records.
6. If you move, please send the Claims Administrator and Class Counsel your new address. Failure to notify the Claims Administrator and Class Counsel of a new address may result in your Settlement benefits not being paid to you.

Schedule "A"

CLAIMS FILED BY A LEGAL REPRESENTATIVE ON BEHALF OF THE SETTLEMENT CLASS MEMBER

This Schedule is to be completed **only** if the Claim is being submitted by a third party on behalf of the Claimant.

I, _____ [*name of Claimant, Estate Representative or Representative of an individual under legal disability*] authorize _____ [*name of Legal Representative (Lawyer or Agent)*] to file a Claim Form in the Coloplast Pelvic Implants Class Action on my behalf and to receive all communication relevant to my claim (including the cheque, if eligible for payment).

DATED at _____ [*name of city*], in the Province of _____
in the Country of _____ this _____ day of _____, 20____.

Individual Claimant, Estate Representative OR Representative of an individual under legal disability:

Signature: _____

Witness Signature: _____

Witness Print Name: _____

Schedule “B”

14.14. Public Statements

(1) Plaintiff, Settling Claimants, Class Counsel, Defendant and Defendant’s Counsel will limit their statements to promoting the virtues of the settlement or other statements that are in accordance with the notices and the future agreement. Plaintiff, Settling Claimants and Class Counsel shall not solicit interviews by the media and shall not engage in any conduct or make any statement, directly or indirectly, that the settlement of claims contemplated by the agreement constitutes an admission of liability or an admission of the validity or accuracy of any of the allegations in the Proceeding against Defendant. However, nothing shall limit the ability of Defendant or its successors to make public disclosures, as the applicable laws require or to provide information about the settlement to government officials or its insurers/reinsurers. In addition, Plaintiff, Settling Claimants and Class Counsel will not directly or indirectly make any negative or disparaging statements against Defendant maligning, ridiculing, defaming, or otherwise speaking ill of Defendant, Defendant’s devices or Defendant’s business affairs, practices, policies, standards, or reputation, as related to surgical mesh implants, the surgical mesh litigation and the claims made therein, provided that nothing in this Settlement Agreement shall be deemed to interfere with any Party’s obligation to report transactions with appropriate governmental, taxing and/or registering agencies. Plaintiff, Settling Claimants and Class Counsel will make reasonable efforts to remove or take down any previous posts on any social media site regarding Defendant, which would violate this provision if made after its enactment.

SCHEDULE D

Case Assessment Criteria

Quebec Class Only

<p>Entry Level Requirements for Participation</p>	<ol style="list-style-type: none">1. Product ID or sticker confirming placement of a Coloplast medical device2. Claimant received their surgical mesh implant or underwent relevant medical care as documented by the medical records after <i>November 14, 2016</i>, the end of the claim period in the <i>Naylor v. Coloplast</i> class action, instituted on behalf of (a) all persons resident in Canada who have been implanted with transvaginal mesh products which were variously designed, developed, tested, manufactured, licensed, assembled, labeled, marketed, instructed for use, distributed and/or sold by the Defendant; and (b) all persons resident in Canada who by virtue of a personal relationship with one or more of such persons described in (a) above, having standing in this action pursuant to section 61(1) of the <i>Family Law Act</i>, R.S.O. 1990, c. F.3 or analogous provincial legislation or at common law
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<p>Tier 1 <i>Not eligible for inclusion in settlement class</i></p>	<ol style="list-style-type: none">1. Product-in-place (“PIP”¹) with no current adverse events2. Claimants with Altis, Restorelle Y, Restorelle M, Restorelle L, Restorelle XL, and Restorelle Contour, or biologic implants3. No post-implant medical records provided4. Claimants implanted with another manufacturer’s surgical mesh implant(s) to treat stress urinary incontinence and/or pelvic organ
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¹ By **PIP**, we refer to “product in place” meaning that the Coloplast Device has not been explanted and no medical record of claimant indicates any medical issue directly related to the Coloplast Device.

	<p>prolapse where either: (1) the claimant settled with the other manufacturer and there is no indication in the medical records that the Coloplast device directly contributed to the alleged injuries; or (2) the medical records demonstrate that the other surgical mesh implant(s) to treat stress urinary incontinence and/or pelvic organ prolapse directly contributed to the alleged injuries/subsequent procedures</p> <p>5. Claimants with prior pelvic surgeries that contributed to the alleged injuries/subsequent procedures as noted in the medical records</p> <p>6. Claimants whose medical records include a notation, prior to the date of surgery, from a doctor indicating that there was a robust discussion of the risks, benefits, adverse events</p> <p>7. Claimants with post-implant procedures that were never recommended by a physician and for which there are no documented complaints related to her surgical mesh implant(s) in any medical record</p> <p>8. Claimants who had exposures that were effectively treated with estrogen cream</p> <p>9. Claimants whose medical records demonstrate that the surgical technique used to place the surgical mesh directly contributed to the alleged injuries (<i>e.g.</i>, subsequent notation that the sling was placed around the bladder neck)</p> <p>10. Medical records demonstrate claimant noncompliance with postoperative instructions</p>
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	<p>11. Post-procedure hematoma within the first week after implant and/or abscess occurring within 12 weeks after the implant procedure that was in direct relation to the alleged injuries</p> <p>12. Claimants whose alleged injuries are caused by preexisting overactive bladder</p> <p>13. Claimants whose alleged injuries are caused by preexisting interstitial cystitis</p> <p>14. Surgeon implemented poor patient selection (patient had a pre-existing history of any condition listed under the “Contraindications” section in the applicable Instructions for Use, including but not limited to pregnancy or desire for future pregnancy; known active urinary tract infection and/or infection in operative field; abnormal urethra (e.g., condition, including known or suspected pelvic pathology; sensitivity/allergy to polypropylene))</p>
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If claimant is not excluded per the criteria of Tier 1, and claimant is deemed eligible, then the following criteria is used to determine tier placement

<p><i>Tier 2</i></p> <p><i>Lowest recovery range</i></p> <p><i>Up to \$2,500</i></p>	<p>1. Subsequent in-office procedure with or without local anesthetic</p> <p>2. SUI claimants with subsequently placed full-length slings to treat voiding dysfunction</p> <p>3. POP claimants with subsequently placed POP mesh to treat prolapse in different compartments</p>
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<p>Tier 3</p> <p><i>Minimum recovery: \$2,000</i></p> <p><i>Up to \$35,000</i></p>	<ol style="list-style-type: none"> 1. One revision procedure
	<ol style="list-style-type: none"> 2. One revision recommended by a physician
	<p>NOTE: A “revision,” as used within this document, is defined as a subsequent surgical procedure performed in an operating room under general anesthesia or monitored anesthesia care (“MAC”) (i.e., an anesthesia specialist provides care during the surgery), recommended by a physician, wherein the device was partially or completely removed. The reason for the removal must be either infection of mesh material as confirmed by pathology, documented chronic pain, or documented exposure or extrusion.</p> <ol style="list-style-type: none"> 3. Documented history of chronic pain, subsequent to the implant, treated by trigger point injections and/or nerve blocks

<p>Tier 4</p> <p><i>Up to \$50,000</i></p>	<ol style="list-style-type: none"> 1. Two revision procedures, as defined above
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<p>Tier 5</p> <p><i>Highest recovery range</i></p> <p><i>Up to \$55,000</i></p>	<ol style="list-style-type: none"> 1. Three or more revision procedures, as defined above
	<ol style="list-style-type: none"> 2. Extraordinary injuries (includes organ perforation by the mesh unrelated to surgical error, fistula if related to the mesh)

Factors which the special master may take into consideration in determining the value of claim within a tier range.

Each factor must have contributed to the claimant's pain or injury, and a non-contributing factor, in view of the medical evidence provided, will not be taken into account.

Each deduction is valued and deducted separately. Deductions are cumulative and there may be more than one deduction for any given claimant.

Category	Contributing Factor
Pain	Pre-existing abdominal or pelvic pain within the 5 years preceding the implant procedure
	Pre-existing dyspareunia anytime within the 5 years preceding the implant procedure
	Fibromyalgia
	Chronic pain syndrome
Tissue Quality & Healing	Smoked 1 pack per day or more for 5 years anytime within the 20 years before the implant surgery and/or smoking 1 pack per day after the implant surgery
	Untreated vaginal atrophy within the 3 months before the implant procedure and/or anytime thereafter
	Uncontrolled diabetes (hemoglobin A1C of 7% or greater 3 months before surgery or anytime moving forward)
	Uncontrolled hypertension or hypotension
Other Possible Causes of Symptoms	Diagnosis of abdominal or pelvic adhesions
	Pre-existing chronic constipation as documented in the medical records
	Irritable bowel syndrome

	Diverticulitis
	Pre-implant recurrent or chronic vaginal or bladder infections anytime within the 3 years preceding the implant procedure
	Fibroids
	Endometriosis
Other Patient Factors	Age at implant was 80 or above
	No documented preoperative diagnosis of SUI or POP (<i>i.e.</i> , preoperative diagnosis inconsistent with treatment)
	Abdominal or pelvic radiation
	Gastroenterological cancer, genitourinary cancer, or gynecological cancer
	Autoimmune conditions (<i>e.g.</i> , Crohn's disease, systemic lupus)
	Morbid obesity (BMI of 40 and above)
	Prior pregnancy(ies) that progressed to at least 30 weeks
	Previous bladder/incontinence surgery

Deduction <i>Deduct \$22,500 from the award</i>	Claimant underwent a physician recommended post-implant procedure in the United States and were reimbursed by a Provincial Health Insurer
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SCHEDULE E

Special Master Assessment Letter

[CLAIMS ADMIN LETTER TEMPLATE]

Jimmy Ernst Jr. Laguë Lambert
Lambert Avocats, Class Counsel
1111, Saint-Urbain St., #204
Montreal, QC, H2Z 1Y6
Email : jlambert@lambertavocats.ca

Anne Merminod
Borden Ladner Gervais LLP, Defendant's Counsel
1000 de la Gauchetière St. W, #900
Montreal, QC, H3B 5H4
Email: amerminod@blg.com

Re: *Blondin c. Coloplast Canada Corporation, No. 500-06-001051-206 – Special Master Assessment Decision – Claimant [Name]*

In accordance with the Settlement Agreement, [Name] submitted a Claim Form and medical records. As part of the assessment warranted under the Settlement Agreement, the claim was reviewed to determine (1) if said claimant was eligible, and, if so (2) the amount of the compensation to be paid by Coloplast.

Eligibility

[details of the Special Master's finding on eligibility]

In light of the above, [Name] is [eligible/ineligible] pursuant to the Case Assessment Criteria as defined in the Settlement Agreement.

[if eligible]

Compensation

In light of the information contained in the Claim Form and the medical records, [Name] would fall under Tier [Number]. This decision is motivated by the following factors:

- [list all relevant factors justifying decision on Tier]

[Indicate if any deduction factor applies]

Accordingly, the overall compensation for [Name] is set at [Dollar amount].

[if ineligible] [Name] is therefore not entitled to a compensation pursuant to the Settlement Agreement.

[Special Master signature /date]