

B E T W E E N :

**FRANCE LÉPINE**

- and -

**BOEHRINGER INGELHEIM (CANADA) LTD.**

**QUÉBEC MIRAPEX® SETTLEMENT AGREEMENT**

**PREAMBLE AND RECITALS**

**THIS AGREEMENT** is made and entered into this 13<sup>th</sup> day of July, 2011, between the Plaintiff on behalf of herself and in her capacity as designated representative of the Class, by and through Class Counsel, and BICL, by and through Defence Counsel, providing for the settlement of all claims arising from, without limitation, the manufacture, marketing, sale, distribution, labelling, and use of the drug Mirapex®, pursuant to the terms and conditions set forth herein, subject to the approval of the Court as set forth herein.

**WHEREAS**, the Parties intend by this Agreement to resolve all past, present, and future claims of Class Members in any way arising out of or relating to the purchase or ingestion of Mirapex® by or for residents of Québec;

**AND WHEREAS**, BICL denies any liability or wrongdoing and further denies that the Plaintiff or Class Members have any justifiable claim for relief or that it has any liability to the Plaintiff or Class Members, and asserts that it has meritorious affirmative defences to the claims advanced by the Plaintiff and Class Members;

**AND WHEREAS**, BICL has agreed to pay the amounts stipulated herein to settle all claims, including but not limited to claims made by Class Members in accordance with the eligibility criteria described herein, claims in respect of any and all administrative and notice costs associated with the implementation of this Agreement and claims in respect of any and all Class Counsel fees, disbursements and applicable taxes, as may be approved;

**AND WHEREAS**, the Parties agree that Class Members have the right to exclude themselves from the Action by exercising the right to opt-out pursuant to Articles 1007 and 1008 of the *Code of Civil Procedure* and as provided herein;

**AND WHEREAS**, the Plaintiff has separately agreed that the Action be immediately dismissed as against Boehringer Ingelheim Inc., without costs;

**AND WHEREAS**, arm's length settlement negotiations have taken place between Class Counsel and BICL and this Agreement embodies all the terms and conditions of the settlement, subject to final approval of the Court;

**AND WHEREAS**, the Plaintiff and Class Counsel have concluded that this Agreement is fair, reasonable, and in the best interests of Class Members based on an analysis of the facts and the law as applied to the claims of Class Members, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted litigation, trials and appeals, as well as the fair, cost-effective and assured method provided in the Agreement of resolving the claims of Class Members;

**AND WHEREAS**, BICL has similarly concluded that this Agreement is desirable in order to avoid the expense, inconvenience and distraction that would be associated with a contested authorization proceeding in Québec, and to resolve finally and completely the pending and potential claims of Class Members;

**AND WHEREAS**, subject to Court approval, this Agreement embodies the terms of the resolution of the Action, including past, present and future claims against BICL in any way arising out of or relating to the purchase or ingestion of Mirapex® by Class Members.

**NOW THEREFORE**, in consideration of the covenants, agreements and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, by their respective counsel, **HEREBY AGREE AS FOLLOWS:**

## **SECTION 1 - DEFINITIONS**

For the purpose of interpreting this Agreement, including, without limitation, its Recitals and its Exhibits:

**1.1 “Action”** means Class Action No. 500-06-000463-097 commenced by France Lépine in the Court against BICL and BII.

**1.2 “Administrative Fund”** means the amount of **CAD\$200,000** for the costs of administering this Agreement, including the costs of Notice, translation costs and the Administrator’s fees and disbursements, and all legal fees and disbursements of Class Counsel.

**1.3 “Administrator”** means the firm of Collectiva Class Action Services Inc., chosen by the Parties and appointed by the Court.

**1.4 “Agreement”** means the present agreement, including the Recitals and Exhibits thereto.

**1.5 “Approval Order”** means an order of the Court approving this Agreement without amendment, authorizing the Action as a class action, appointing the Administrator and approving the Authorization Notice and Notice Plan, in the form attached as Exhibit “E” or such other form as agreed by the Parties and approved by the Court.

**1.6 “Approval Notice”** means a notice to the Class in the form attached as Exhibit “A” (or in such other form as agreed by the Parties and approved by the Court) advising them of the date of the hearing for the Approval Order.

**1.7 “Authorization Notice”** means a notice to the Class in the form attached as Exhibit “B” (or in such other form as agreed by the Parties and approved by the Court) regarding the authorization of the Action and the approval of this Agreement by the Court.

**1.8 “BICL”** means Boehringer Ingelheim (Canada) Ltd.

**1.9 “Claim”** means a claim by a member of the Settlement Class for compensation under this Agreement.

**1.10 “Claimant”** means a member of the Settlement Class who has submitted a Claim.

**1.11 “Claims Address”** means the Administrator’s address, 285 Place D’Youville, Suite 9, Montreal, Quebec, H2Y 2A4.

**1.12 “Claim Form”** means the Form attached as Exhibit “C”.

**1.13 “Claim Period”** means the period of 60 days following the date of first publication of the Authorization Notice.

**1.14 “Class”** means all persons resident in Québec who were prescribed and ingested Mirapex® at any time up to the date of execution of this Agreement and all persons who were resident in Québec at a time they were prescribed and ingested Mirapex®.

**1.15 “Class Counsel”** means the law firm of Lauzon Bélanger Lespérance Inc.

**1.16 “Common Issue”** means, for the purpose of this settlement only, the issue of whether PG is an inherent danger in the ordinary use of Mirapex®.

**1.17 “Confirmed Agreement Date”** means the 15<sup>th</sup> day after the Administrator’s delivery of the Threshold Notification to Class Counsel, BICL and Defence Counsel.

**1.18 “Court”** means the Superior Court of Québec.

**1.19 “Defence Counsel”** means the law firm of McMillan LLP.

**1.20 “Documented Claim”** means a Claim that includes Gambling Loss Evidence or Life Impact Evidence, or both, and a Claim Form.

**1.21 “Final Order”** means an Approval Order in respect of which the time to appeal has expired without any appeal being taken, or in respect of which there has been a final disposition of all appeals without any reversal or amendment of the Approval Order.

**1.22 “Gambling”** means any form of betting involving the risk of loss of money but does not include any form of business, investment or securities trading activity.

**1.23 “Documented Loss”** means a Direct Documented Loss, an Inconclusive Documented Loss or an Indirect Documented Loss.

**1.24 “Gambling Loss”** means the net financial loss suffered by a Claimant as a result of the Claimant’s Gambling, as set forth in the Claimant’s Gambling Loss Evidence.

**1.25 “Gambling Loss Evidence”** means any and all records related to any Gambling or Gambling Loss, any and all evidence that monies were expended at Gambling locations or Gambling websites, and any documentation to establish proof of financial loss associated with any Gambling. Such evidence may include bank statements, credit card statements, RRSP statements, or credit line statements.

**1.26 “Gambling Loss Fund”** means the sum of **CAD\$2,200,000** to be paid to Claimants *pro rata* in respect of Qualified Gambling Losses.

**1.27 “Gambling Loss Fund Points”** means point shares awarded to a Claimant by the Administrator that will be used to determine the amount of the Claimant’s *pro rata* share of the Gambling Loss Fund.

**1.28 “Direct Documented Loss”** means a Claimant’s Gambling Loss that is supported by evidence more particularly described in Section 11.9 of this Agreement.

**1.29 “Inconclusive Documented Loss”** means a Claimant’s Gambling Loss that is supported by documentation more particularly described in Section 11.7 of this Agreement.

**1.30 “Indirect Documented Loss”** means a Claimant’s Gambling Loss that is supported by documentation more particularly described in Section 11.8 of this Agreement.

**1.31 “Life Impact”** means any of the following events experienced by a Claimant during the Claimant’s ordinary use of Mirapex®: bankruptcy, Gambling therapy, or a significant adverse change in the Claimant’s relationships with family members.

**1.32 “Life Impact Evidence”** means documentary evidence of a Life Impact, in the form of medical records, physician’s records, court records or a physician’s statement.

**1.33 “Life Impact Fund”** means the amount of **CAD\$317,600** to be paid to Claimants *pro rata* in respect of Qualified Life Impacts.

**1.34 “Life Impact Fund Points”** means point shares awarded to a Claimant by the Administrator that will be used to determine the amount of the Claimant’s *pro rata* share of the Life Impact Fund.

**1.35 “Notice Plan”** means the plan for disseminating the Approval Notice and Authorization Notice pursuant to this Agreement, or in such other form as the Court may approve.

**1.36 “Opt-Out Period”** means the period of 75 days following the date of first publication of the Authorization Notice.

**1.37 “Opt-Out Thresholds”** means the agreed upon thresholds related to the number of persons who opt-out of the Settlement and the declared value of their claims.

**1.38 “Opt-Out Form”** means the form attached hereto as Exhibit “D”.

**1.39 “Parties”** means BICL and the Plaintiff in her personal capacity and as designated representative plaintiff, together with Class Counsel.

**1.40 “PD”** means Parkinson’s Disease.

**1.41 “PG”** means Pathological (Compulsive) Gambling as more particularly described in the *Diagnostic and Statistical Manual of Mental Disorders*, 4<sup>th</sup> ed., Text Revision (DSM-IV-TR), published by the American Psychiatric Association.

**1.42 “Pfizer”** means Pfizer Inc.

**1.43 “Plaintiff”** means France Lépine in her personal capacity and as designated representative plaintiff.

**1.44 “Qualified Gambling Loss”** means the value of a Gambling Loss as determined by the Administrator upon review of a Documented Claim.

**1.45 “Qualified Life Impact”** means a Life Impact that the Administrator has found to have been experienced by a Claimant based upon a Documented Claim.

**1.46 “Released Claims”** means any and all manner of claims, demands, actions, suits and causes of action of any nature whatsoever, including any subrogated or derivative claim, whether known or unknown, suspected or unsuspected, direct or indirect, and whether in law, under statute or in equity, that the Releasers or any of them ever had, now have, or hereafter can, shall, or may have, from the beginning of time up to the date of this Agreement, in respect of or relating in any way to any matter at issue in the Action including, without limitation, those claims actually asserted in the Action and any claim that could have been asserted in the Action.

**1.47 “Releasees”** means BICL and Pfizer and their respective present and former parents, subsidiaries, divisions, affiliates, partners, directors, officers, employees, servants, agents, shareholders, underwriters and insurers, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.

**1.48 “Releasers”** means any and all members of the Settlement Class, any person who may be entitled to make any subrogated, derivative or other claim pursuant to any law or statute based upon any spousal, family or other relationship with a member of the Settlement Class, any person or organization deemed to be a Releaser by operation of this Agreement, and the respective successors, heirs, beneficiaries, next of kin, executors, administrators and assigns of any of the foregoing.

**1.49 “RLS”** means a movement disorder known as Witmaack-Ekbom’s Syndrome or Restless Leg Syndrome.

**1.50 “Settlement Class”** means all members of the Class who do not validly opt-out of this Settlement in accordance with this Agreement and the Approval Order.

**1.51 “Settlement Amount”** means the sum of **CAD\$2,717,600**.

**1.52 “Threshold Notification”** means a notice from the Administrator to the Parties setting out the names of Class members who have opted out of the Agreement and, if known to the Administrator, the reasons for their decision to opt-out, the approximate value of their claims and any other information pursuant to the Opt-Out Form.

**1.53 “Threshold Notification Date”** means the 7th day after the end of the Opt-Out Period.

**1.54 “Undocumented Claimant”** means any member of the Settlement Class who did not provide to Class Counsel prior to June 29, 2011 any Gambling Loss Evidence or Life Impact Evidence.

## **SECTION 2 - COURT APPROVAL AND PAYMENT**

**2.1** Upon execution of this Agreement, the Parties will seek Court approval of the Approval Notice and publish the same, and the Plaintiff shall move before the Court for the Approval Order.

**2.2** BICL will ensure that this Agreement as well as the Exhibits, Notices and Approval Order are translated into French.

**2.3** The Parties hereby confirm that they have agreed upon Opt-Out Thresholds and that the Opt-Out Thresholds are confirmed in a separate document executed by Class Counsel and Defence Counsel. That document shall be delivered to the Court under seal, and shall be treated by the Parties and the Court as strictly confidential and shall not be disclosed to any person other than the Parties and their respective Counsel.

**2.4** Immediately following the issuance of the Approval Order, BICL shall pay the Settlement Amount to Class Counsel, in trust. The Settlement Amount shall be used to establish the Gambling Loss Fund, the Life Impact Fund and the Administrative Fund.

## **SECTION 3 - AUTHORIZATION**

**3.1** The Action will be authorized as a class proceeding for settlement purposes only. The Plaintiff agrees that, in the motion for the Approval Order, the only common issue



that will be proposed is the Common Issue and the only class that she will seek to authorize is the Class.

#### **SECTION 4 – AUTOMATIC TERMINATION**

**4.1** If the Court fails to grant the Approval Order, without amendment, or if the order is granted without amendment but fails to become a Final Order, this Agreement shall be immediately and automatically terminated.

#### **SECTION 5 - OPTING OUT**

**5.1** Class Members may Opt-Out of this Settlement by delivering to the Administrator before the expiry of the Opt-Out Period a completed Opt-Out Form in the form attached as Exhibit “D” to this Agreement.

**5.2** Any Class Member who does not Opt-Out before the expiry of the Opt-Out Period shall become a member of the Class immediately upon the expiry of the Opt-Out Period.

**5.3** Upon expiry of the Opt-Out Period, the Administrator shall aggregate all opt-outs received and immediately deliver all documents related to such opt-outs to the Parties.

#### **SECTION 6 - TERMINATION BY BICL**

**6.1** On or before the Threshold Notification Date, but immediately after the end of the Opt-Out Period, the Administrator shall deliver the Threshold Notification to Class Counsel, BICL and Defence Counsel.

**6.2** BICL may elect to terminate the Agreement, in its sole and absolute discretion, if one or both of the Opt-Out Thresholds is exceeded.

**6.3** If BICL elects to exercise its right to terminate this Agreement, then BICL shall deliver written notice of termination to Class Counsel no later than 14 days after delivery to both BICL and Defence Counsel of the Threshold Notification.

**6.4** If the Settlement is terminated by BICL pursuant to this Section, BICL shall bring a motion before the Court for an order:

- (a) Declaring the Agreement to be null and void and of no force or effect; and,
- (b) Setting aside the Approval Order on the basis of the termination of the Agreement.

**6.5** If BICL does not deliver a notice of termination within 14 days after receiving the Threshold Notification, this Agreement shall become fully effective and irrevocable by BICL on the Confirmed Agreement Date, subject only to Section 7 of this Agreement.

#### **SECTION 7 – CLASS COUNSEL APPLICATION FOR DECLARATION**

**7.1** In the event that Undocumented Claimants shall within the Claim Period file Documented Claims that establish Direct Documented Losses exceeding CAD\$500,000 in the aggregate and pre-dating January 1, 2006, then Class Counsel may apply to the Court for an order declaring this Agreement to be null and void.

**7.2** In the event of an application by Class Counsel pursuant to this Section, Class Members shall be entitled to object to the application.

**7.3** On any application by Class Counsel pursuant to this Section, the Court may not vary or amend this Agreement except with the express written consent of BICL and the Plaintiff.

**7.4** Any application by Class Counsel pursuant to this Section must be brought within 60 days after the expiry of the Claim Period. For greater certainty, under no circumstances shall any application be brought pursuant to this Section more than 60 days after the expiry of the Claim Period.

**7.5** For the sole purpose of this Section, a Documented Claim must meet the following criteria:

- (a) A Claimant must deliver the Documented Claim pursuant to this Agreement.

- (b) The Claimant must have suffered a Gambling Loss or a Life Impact, or both.
- (c) The entirety of the Claimant's Gambling Loss and Life Impact must have occurred during the Claimant's ordinary use of Mirapex® and prior to January 1, 2006.
- (d) The Claim must be supported by reliable documentary evidence.

## **SECTION 8 – EFFECTS OF TERMINATION OR DECLARATION**

**8.1** The following terms shall apply in the event that this Agreement is automatically terminated pursuant to Section 4, is terminated by BICL pursuant to Section 6 or is declared null and void on the application of Class Counsel pursuant to Section 7:

- (a) Any and all amounts paid by BICL pursuant to this Agreement must be immediately returned to BICL, with interest, except any already incurred costs of Notices paid in accordance with the Agreement.
- (b) No person or party shall be deemed to have waived any rights, claims or defences whatsoever by virtue of this Agreement. Without limiting the generality of the foregoing, the Releasees shall be deemed to have expressly reserved their right to oppose the authorization of the Action and to argue that there are no common issues.
- (c) Any prior authorization of the Action as a class proceeding, including the definition of the Class and the statement of the Common Issue, shall be without prejudice to any position that any person or Party may later take on any issue in the Action or any other litigation.
- (d) With the exception of Section 8.1, Section 8.2 and Section 17, this Agreement shall have no further force and effect, shall not be binding on any person or Party and shall not be used as evidence, precedent or otherwise in any litigation or other proceeding.

**8.2** Whether or not this Agreement is finally approved, is terminated, or 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, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by any Releasee, or of the truth of any of the claims or allegations contained in the Action or any other document or pleading filed by the Plaintiff or any member of the Settlement Class.

## **SECTION 9 - NOTICE TO THE CLASS**

**9.1** The Authorization Notice and the Approval Notice shall be published in accordance with this Agreement or in such other form as may be approved by the Court.

**9.2** The English version of the Authorization Notice and the Approval Notice shall be published once in the *Montreal Gazette*, and if possible, in *The Canadian Journal of Neurological Sciences*. The French version of the Authorization Notice and the Approval Notice shall be published once in each of the provincial editions of *La Presse* and *Le Soleil*. The Authorization Notice and the Approval Notice shall also be published by sending English and French copies of same to the following organizations by regular mail:

- (a) Parkinson Society Canada;
- (b) Parkinson Society Québec;
- (c) Canadian Neurological Sciences Federation;
- (d) Centre international d'étude sur le jeu et les comportements à risque chez les jeunes de l'Université McGill ;
- (e) Centre québécois d'excellence pour la prévention et le traitement du jeu (CQEPTJ);
- (f) Gamblers Anonymes - L'intergroupe francophone du Québec
- (g) Centre CASA;

- (h) Centre de prévention et de traitement de la codépendance et des multiples dépendances (CAFAT);
- (i) Maison Jean Lapointe;
- (j) Centre Dollard-Cormier;
- (k) Le Virage Réadaptation en Alcoolisme Toxicomanie et Jeu Pathologique;  
and
- (l) Centre André-Boudreau.

**9.3** The costs associated with publication of the Approval Notice and the Authorization Notice will be paid from the Administrative Fund and shall not exceed **CAD\$30,000**.

**9.4** Class Counsel will send the Authorization Notice and the Approval Notice to all Class Members who have provided Class Counsel with contact information.

**9.5** The Authorization Notice and the Approval Notice will also be posted on the website of Class Counsel at [www.lblavocats.ca](http://www.lblavocats.ca) and the website of the Administrator at [www.collectiva.ca](http://www.collectiva.ca) and at [www.cba.org/recourscollectifs](http://www.cba.org/recourscollectifs).

## **SECTION 10 - CLAIM SUBMISSION**

**10.1** Any member of the Settlement Class who seeks compensation under this Agreement must submit a Documented Claim, in conformity with this Agreement, to the Administrator before the expiry of the Claim Period.

**10.2** Any member of the Settlement Class who fails to deliver a Documented Claim to the Administrator before the expiry of the Claim Period shall be prohibited from making any Claim and from receiving any payment pursuant to this Agreement. Such members of the Settlement Class shall nevertheless remain bound by the terms of this Agreement, including, without limitation, those provisions related to the release of their claims.

**10.3** A Claim Form must provide particulars of the Claimant's ingestion of Mirapex®, the financial losses for which the Claimant seeks recovery, including the specific kind of Gambling engaged in by the Claimant, the dates on which the Gambling occurred, the

places where the Gambling occurred, the specific losses incurred, and any Life Impact experienced by the Claimant.

**10.4** The Claimant must attach to the Claim Form all documents related to the Claimant's use of Mirapex®, the Claimant's Gambling Loss and any Life Impact.

**10.5** Within 15 days after receipt of a Documented Claim, the Administrator shall issue a letter to the Claimant acknowledging receipt of the Claim.

**10.6** If a Documented Claim is submitted in which the Claim Form is incomplete, or in respect of which the required Gambling Loss Evidence, Life Impact Evidence, or any other required documentation is incomplete or missing, the Administrator shall deliver a letter to the Claimant indicating the deficiency and requiring that the Claimant cure the deficiency within 30 days.

**10.7** The Claimant may cure any deficiency identified by the Administrator by providing more complete information on the Claim Form or by obtaining and submitting further documentation, as appropriate in the circumstances.

**10.8** Once the 30 day curing period has expired, the Administrator shall determine the Claimant's eligibility under this Agreement regardless of whether the Claimant has cured any deficiency previously identified by the Administrator.

## **SECTION 11 – CLAIM ASSESSMENT**

**11.1** On receipt of a Documented Claim that is properly submitted in accordance with this Agreement, the Administrator shall promptly determine:

- (a) whether the Claimant is entitled to receive a portion of the Gambling Loss Fund;
- (b) the amount of the Claimant's Qualified Gambling Loss, if any;
- (c) the nature of the Documented Loss (Direct, Inconclusive or Indirect), if any, demonstrated by the Claimant;

- (d) the number of Gambling Loss Fund Points to be awarded to the Claimant;
- (e) whether the Claimant is entitled to receive a portion of the Life Impact Fund; and,
- (f) the number of Life Impact Fund Points awarded to the Claimant.

**11.2** To be eligible to receive Gambling Loss Fund Points, a Claimant must show that he or she engaged in Gambling and suffered a Gambling Loss during the Claimant's ordinary use of Mirapex®.

**11.3** To determine the amount of a Claimant's Qualified Gambling Loss, the Administrator shall first determine the value of each Claimant's Gambling Loss by reviewing and assessing the recorded financial transactions identified in the Claimant's Gambling Loss Evidence. The Administrator shall then consider all of the Claimant's Gambling Loss Evidence to determine the amount of the Claimant's Qualified Gambling Loss.

**11.4** Only those Gambling Losses that occurred prior to the filing of the initial motion to institute a class action in the Action may be considered for inclusion in any Qualified Gambling Loss.

**11.5** In the event that a Claimant used concurrently with their ordinary use of Mirapex® one or more other medications from the same class of drugs (dopamine receptor agonists, and namely Requip® and Permax®), no more than 50% of the Claimant's Gambling Losses incurred during the overlapping ingestion period may be included in the Claimant's Qualified Gambling Loss.

**11.6** To be eligible to receive Gambling Loss Fund Points, the Claimant must also establish an Inconclusive Documented Loss, an Indirect Documented Loss or a Direct Documented Loss.

**11.7** To establish an Inconclusive Documented Loss, the Claimant must provide a letter signed by a physician that confirms that the Claimant's Qualified Gambling Loss occurred during the Claimant's ordinary use of Mirapex®.

**11.8** To establish an Indirect Documented Loss, the Claimant's Gambling Loss Evidence must show either: (a) that the frequency of monetary withdrawals by the Claimant increased substantially with the ordinary use of Mirapex®; or, (b) that monies were expended or withdrawn (or both) at Gambling locations or on Gambling websites during the Claimant's ordinary use of Mirapex®.

**11.9** To establish a Direct Documented Loss, the Claimant's Gambling Loss Evidence must show that the frequency of monetary withdrawals by the Claimant increased substantially with the ordinary use of Mirapex® and that the said monies were withdrawn or expended (or both) at Gambling locations or on Gambling websites during the Claimant's ordinary use of Mirapex®.

**11.10** Where a Claimant has demonstrated an Inconclusive Documented Loss, the Administrator shall award the Claimant 5 Gambling Loss Fund Points for every dollar of the Claimant's Qualified Gambling Loss.

**11.11** Where a Claimant has demonstrated an Indirect Documented Loss, the Administrator shall award the Claimant 10 Gambling Loss Fund Points for every dollar of the Claimant's Qualified Gambling Loss.

**11.12** Where the Claimant has demonstrated a Direct Documented Loss, the Administrator shall award the Claimant 15 Gambling Loss Fund Points for every dollar of the Claimant's Qualified Gambling Loss.

**11.13** No Claimant may receive more than 15 Gambling Loss Fund Points for every dollar of the Claimant's Qualified Gambling Loss.

**11.14** In order to be eligible to receive Life Impact Fund Points, the Claimant must show that he or she experienced at least one Life Impact during the ordinary use of Mirapex®.

**11.15** The Administrator shall award a minimum of 5 Life Impact Fund Points to every Claimant who establishes that he or she is eligible to receive Life Impact Fund Points. The Administrator shall award an eligible Claimant 5 additional Life Impact Fund Points



if the Claimant demonstrates more than one Qualified Life Impact. However, no Claimant may receive more than 10 Life Impact Fund Points regardless of the number of Qualified Life Impacts experienced by that Claimant.

**11.16** No later than 120 days after the expiry of the Claim Period, the Administrator shall issue a decision letter to each Claimant setting forth whether the Claimant's Documented Claim has been approved or rejected. Where the Documented Claim has been rejected, the decision letter shall state the reasons for the rejection. Where the Documented Claim has been accepted, the decision letter shall state the amount of the Claimant's Qualified Gambling Loss and the number of Gambling Loss Fund Points, if any, awarded to the Claimant. The decision letter shall also state whether the Claimant will receive compensation for any Qualified Life Impact and shall state the number of Life Impact Fund Points, if any, awarded to the Claimant.

**11.17** A Claimant may appeal from a decision of the Administrator by sending a letter to the Administrator setting forth the reasons for the appeal. The letter must be delivered within 30 days after the Claimant's receipt of the Administrator's decision letter.

**11.18** All appeals from a decision of the Administrator will be determined concurrently by the Court in a single hearing. Any decision rendered by the Court on the appeals will be final and binding and there shall be no further right of appeal.

## **SECTION 12 – PRO RATA DISTRIBUTION**

**12.1** Following the Administrator's delivery of decision letters to all Claimants, and the disposition of any and all appeals, the Administrator shall forthwith:

- (a) Distribute the entire Gambling Loss Fund to individual Claimants *pro rata* in accordance with their proportionate share of the aggregate Gambling Loss Fund Points awarded by the Administrator.
- (b) Distribute the entire Life Impact Fund to individual Claimants *pro rata* in accordance with their proportionate share of the aggregate Life Impact Fund Points awarded by the Administrator.

## **SECTION 13–RELEASE**

**13.1** No Releasor may institute, continue, maintain or assert, either directly or indirectly, whether in the United States or Canada or elsewhere, on their own behalf or on behalf of any class member, any action, suit, cause of action, claim or demand against any Releasee, or any person who may claim contribution or indemnity from any Releasee, in respect of any Released Claim or any matter related thereto. Upon issuance of the Approval Order, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in this Agreement, the Releasors shall be deemed to, and do hereby, release and forever discharge the Releasees of and from any and all claims arising from or in any way related to or within the scope of the Released Claims.

**13.2** Any proceeding against any Releasee related to the Released Claims shall be immediately dismissed and the Parties shall request any court in which such claim is or has been commenced to order the immediate dismissal of the same.

**13.3** This Agreement is conditional upon Class Counsel providing Defence Counsel and the Court with satisfactory evidence, in accordance with the relevant provisions of applicable legislation, that the Régie de l'assurance maladie du Québec who may have any subrogated claim (and any other insurer who may have any subrogated claim) has consented to this Agreement.

**13.4** The Parties will seek an order from the Court declaring that no action can be commenced against any Releasee by any insurer of any Releasor or any other third party, including but not limited to the Régie de l'assurance maladie du Québec invoking any right of subrogation, or any right to proceed with a derivative action, with regards to any facts or issues raised in the Action.

**13.5** The Releasees have no responsibility for and no liability whatsoever with respect to the administration of the settlement agreement.

**13.6** Except for payment of the Settlement Amount of CAD\$2,717,600, which is the responsibility BICL only, the Releasees shall have no further responsibility or liability

whatsoever in respect of the matters settled and released herein. In particular, but without limiting the generality of the foregoing, the Releasees shall not be liable for any amounts, fees, disbursements or taxes, including but not limited to any fees, disbursements or taxes of Class Counsel, the Plaintiff, the Settlement Class, or the Settlement Class Members' Respective Lawyers, Experts, Advisors, Agents or Representatives.

**13.7** The Plaintiffs and the Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of the Settlement Agreement, and that it is their intention to fully, finally and forever release all Released Claims, and in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

#### **SECTION 14 – BINDING EFFECT**

**14.1** If this Agreement is not terminated pursuant to Section 4 or Section 6 and Class Counsel does not obtain any declaration pursuant to Section 7, no action lies in respect of any of the claims described in the Action and the Plaintiff and the Settlement Class have no right to make, continue, assert, or recover in respect of any of the claims referenced in the Action, without prejudice to the rights of the Settlement Class and the Parties to enforce this Agreement.

**14.2** This Agreement is binding upon, and shall enure to the benefit of, the Settlement Class, the Releasors, the Plaintiff, the Releasees and all of their respective successors and assigns.

**14.3** To the extent that this agreement purports to confer rights and defences upon persons that are not Parties, those persons may assert those rights and defences as if they were Parties.

#### **SECTION 15 - ENTIRE AGREEMENT**

**15.1** The Recitals to this Agreement and the attached Exhibits form part of this Agreement. This Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations,

representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Agreement, unless expressly incorporated in the Agreement. This Agreement may not be modified or amended except in writing and on consent of all Parties and any such modification or amendment must be approved by the Court.

## **SECTION 16– INTERPRETATION**

**16.1** The division of this Agreement into sections, paragraphs and clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Furthermore, the terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.

**16.2** Any reference to “person” or “persons” shall be interpreted to include natural persons, corporations and other legal entities.

**16.3** This Agreement was prepared in English and is to be translated into French. In the event of any inconsistencies between the English and French versions of this Agreement, both versions shall be official and have equal weight.

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

**16.5** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Quebec.

**16.6** All disputes relating to the interpretation of this Agreement shall be resolved by application, as appropriate, to the Court, exclusively. Notwithstanding the foregoing and any other provision of this Agreement, nothing whatsoever in this Agreement shall be interpreted or construed as any form of attornment, consent to jurisdiction or consent to forum on the part of any person other than the Plaintiff, the Class and BICL.

## **SECTION 17 – CONFIDENTIALITY**

**17.1** Subject only to Section 17.2, until the motion for the Approval Order has been served and filed, this Agreement and all of its terms shall be kept confidential and shall not be disclosed by the Plaintiff, Class Counsel or any Claimant without the prior written consent of Defence Counsel.

**17.2** The Plaintiff and Class Counsel may disclose this Agreement to the Class for the purpose of seeking instructions, but the Plaintiff and Class Counsel will discourage members of the Class from discussing the Agreement and its terms with any member of the media.

**17.3** Class Counsel is authorized to provide any information to BICL related to any Claim, on the understanding that any discussions between BICL and Class Counsel shall be confidential.

**17.4** The Plaintiff, Class Counsel and every Claimant will treat any communications with BICL as confidential, and will keep confidential the facts and circumstances giving rise to the Action and the amounts discussed during settlement negotiations.

**17.5** If inquiry is made by any third person concerning the status of the Action or any Claim, the Plaintiff, Class Counsel and any Claimant shall respond only that the Action has been resolved.

**17.6** Neither the Plaintiff, Class Counsel nor any Claimant will communicate, publish or cause to be published, in any public, electronic, web-based or business forum or context, any statement, whether written or oral, that would disparage BICL, Pfizer or any of their respective affiliates.

**17.7** The parties agree that any violation of Section 17.3, 17.4, 17.5, or 17.6 may be remedied by law, including by action or other proceeding against the violating person. Any member of the Class that violates Section 17.3, 17.4, 17.5, or 17.6 shall also forfeit any entitlement under the Settlement Agreement and disgorge any amounts received under the Settlement Agreement to BICL.

**17.8** Every Claim Form submitted by a Claimant shall include a signed undertaking from the Claimant, confirming the Claimant's agreement to the terms set out in Sections 17.3 through 17.7 of this Agreement.

**17.9** Nothing in this Agreement prohibits the Plaintiff, any Claimant or Class Counsel from disclosing the amount received by a Claimant under this Agreement the Canada Revenue Agency, Revenu Quebec or any other person to whom such disclosure is required by law, and nothing in this Agreement prohibits the Plaintiff, any Claimant or Class Counsel from disclosing the same to any of their respective retained accountants, trustees, health care provider or other advisors provided that such a retained person has, before such disclosure occurs, agreed in writing to maintain and honor the confidentiality provisions set out in this Agreement.

## **SECTION 18- EXECUTION**

**18.1** This Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or PDF signature shall be deemed an original signature for purposes of executing this Agreement.

**18.2** Each of the Parties hereby affirms and acknowledges that:

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

- (c) he, she or the Party's representative fully understands each term of the 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 with respect to the first Party's decision to execute this Agreement.

**18.3** Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement.

## **SECTION 19 – NOTICE**

**19.1** Except as otherwise specifically provided in this Agreement, where this Agreement requires the delivery of any notice or document to Defence Counsel or BICL, such notice or document shall be delivered by e-mail and overnight courier delivery to the representative and address identified below.

**19.2** Except as otherwise specifically provided in this Agreement, where this Agreement requires the delivery of any notice or other document to Class Counsel, such notice or document shall be delivered by e-mail and overnight courier delivery (at the election of the delivering party on each occasion) to the representative and address for Class Counsel, as identified below.

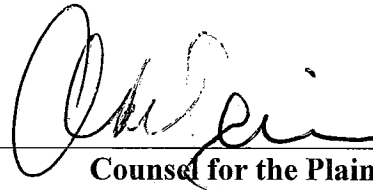
**For Delivery to Class Counsel:** To the attention of Andre Lespérance of Lauzon Bélanger Lespérance Inc. 286 St-Paul, ouest, Suite 100, Montréal, Quebec, Canada H2Y 2A3 and by e-mail to [alesperance@lblavocats.ca](mailto:alesperance@lblavocats.ca).

**For Delivery to Defence Counsel:** To the attention of Scott Maidment, Partner, McMillan LLP, Brookfield Place, Suite 4400, Bay Wellington Tower, 181 Bay Street, Toronto, Ontario, Canada M5J 2T3 and by email to [scott.maidment@mcmillan.ca](mailto:scott.maidment@mcmillan.ca).

**For Delivery to BICL:** To the attention of [Name] [Title] [address] and [e-mail]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the 13<sup>th</sup> day of July, 2011.

Counsel executing this document hereby represent and warrant that they have authority to bind their respective clients to this Agreement.



Counsel for the Plaintiff

**Andre Lesperance**  
Lauzon Bélanger Lesperance Inc.  
286 St-Paul, ouest, Suite 100  
Montréal, Quebec  
Canada H2Y 2A3  
[alesperance@lblavocats.ca](mailto:alesperance@lblavocats.ca)



Counsel for BICL

**Scott Maidment**  
McMillan LLP  
Brookfield Place, Suite 4400  
Bay Wellington Tower, 181 Bay Street,  
Toronto, Ontario  
Canada M5J 2T3  
[scott.maidment@mcmillan.ca](mailto:scott.maidment@mcmillan.ca)



**QUÉBEC MIRAPEX® (PRAMIPEXOLE) CLASS ACTION  
NOTICE OF SETTLEMENT APPROVAL HEARING**

**PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS. YOU MUST ACT WITHOUT DELAY TO COMPLY WITH DEADLINES AS SET OUT BELOW.**

**WHO IS INCLUDED**

This notice and the proposed settlement apply to **all persons resident in Québec who were prescribed and ingested Mirapex® at any time up to [the date of the execution of the Settlement Agreement] and all persons who were resident in Québec at a time they were prescribed and ingested Mirapex®.**

**WHAT THIS NOTICE IS ABOUT**

This Notice advises you of a proposed settlement of the lawsuit bearing Court number 500-06-000463-097 filed in the Québec Superior Court by France Lépine against Boehringer Ingelheim Canada Ltd.

Mirapex® (pramipexole dihydrochloride monohydrate) is a prescription medication that is commonly prescribed for the treatment of the signs and symptoms of idiopathic Parkinson's disease, and for symptomatic treatment of moderate to severe idiopathic Restless Legs Syndrome.

The lawsuit alleges that the defendant negligently designed, manufactured, marketed, distributed and sold the prescription medication Mirapex® without properly warning of alleged risks potentially associated with its use. The defendant denies the Plaintiff's allegations and denies any wrongdoing or liability. The court has not taken any position as to the truth or merits of the claims or defences asserted by either side. The allegations made by the Plaintiff have not been proven in court.

Without any admission of liability or wrongdoing, a settlement has been reached. The proposed settlement seeks to put an end to the lawsuit and therefore, to establish a mechanism for the processing of Québec Class Members' claims. The Parties will ask the Québec Court to authorize the class action, for settlement purposes only, and to approve the settlement. All aspects of the settlement are subject to the approval of the Québec Court.

**SUMMARY OF THE PROPOSED SETTLEMENT**

Without any admission of liability or wrongdoing, a Settlement Agreement has been reached. The Settlement Agreement provides for:

- a. The creation of a CAD\$2,717,600 Settlement Fund (the "Settlement Fund") from which eligible claimants may receive payment for Gambling Losses, Life Impact or both.
- b. The creation of three distinct funds within this Settlement Fund of CAD\$2,717,600, namely:
  - (i) The Administration Fund of CAD\$200,000;
  - (ii) The Gambling Loss Fund of CAD\$2,200,000;
  - (iii) The Life Impact Fund of CAD\$317,600.
- c. Eligibility for payment from the Settlement Fund will be determined on an individual basis by the Claims Administrator upon an analysis of individual Class Members' claims and records. Eligibility for payment will require proof by Quebec Class Members that they were prescribed Mirapex® and that they experienced qualified Gambling Losses and/or Life Impact during their use of Mirapex® and is based on a point system. Not all class members will be eligible for payment. The eligibility to receive payment will be determined by the Claims Administrator appointed by the Court on the basis of evidence submitted by the Class Members. The amount of payment will depend upon the number of claims approved and the points attributed to each Class Member.
- d. The decision of the Claims Administrator is subject to an appeal before the Court.

- e. The costs associated with this Notice and all administration costs, as well as Class Counsel' fees and disbursements, which must be approved by the Québec Court, will be paid out of the Settlement Fund.
- f. The Settlement may be terminated, before **[DATE]**, by the Defendant or by Class Counsel if the number of Class Members who opt-out of the Settlement or the value of the claims filed after this Notice exceeds the thresholds agreed upon by the Parties.

Collectiva Class Action Services Inc. will be proposed as the Claims Administrator for the proposed Settlement. The Motion for Settlement Approval, the Settlement Agreement and related Exhibits are available at [www.collectiva.ca](http://www.collectiva.ca) or by calling the Claims Administrator at 1.800.287.8587.

### **THE PROPOSED SETTLEMENT REQUIRES COURT APPROVAL**

In order for the Settlement to become effective, it must be approved by the Québec Court. The Court must be satisfied that the Settlement is fair, reasonable and in the best interests of Class members. The date for the Settlement Approval Hearing has been scheduled as follows:

**[DATE] at [TIME] in [ROOM]** at the Superior Court of Québec,  
1 Notre-Dame East, Montreal, Quebec.

### **OBJECTING TO THE PROPOSED SETTLEMENT**

You may give your opinion on the settlement, including any objections to the settlement, verbally at the hearing or in writing to the Claims Administrator at the following address:

Collectiva Class Action Services inc.  
9-285 Place D'Youville  
Montreal, QC H2Y 2A4  
514-287-1000/1-800-287-8587  
[info@collectiva.ca](mailto:info@collectiva.ca)

All written objections must be received **no later than [DATE]**. The Claims Administrator will file copies of all objections with the Courts. **Do not send a written objection directly to the Court.**

### **SUBMITTING CLAIMS**

A downloadable version of the Claim Form is available online at the Claims Administrator's website [www.collectiva.ca](http://www.collectiva.ca) or can be requested from the Claims Administrator via e-mail, telephone or regular mail at the address listed above. Although Class Members will have a certain period of time to file a Claim if the Settlement is approved, Class Members are strongly invited to submit a Claim Form and any required documentation as soon as possible.

### **LEGAL FEES**

At the settlement approval hearing, Québec Class Counsel will seek court approval for payment of their legal fees, disbursements and applicable taxes out of the Administration Fund.

### **FURTHER INFORMATION**

For further information about the settlement or any other matters referenced in this notice, please contact Québec Class Counsel at :

**Lauzon Bélanger Lespérance inc.**  
100-286 Saint-Paul West  
Montreal, QC H2Y 2A3  
Tel : (514) 844-4646 / Fax : (514) 844-7009  
[info@lblavocats.ca](mailto:info@lblavocats.ca)

**This Notice has been approved by the Superior Court of Québec.**

**QUÉBEC MIRAPEX® (PRAMIPEXOLE) CLASS ACTION  
NOTICE OF COURT APPROVAL OF SETTLEMENT AGREEMENT**

**PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.  
YOU MUST ACT WITHOUT DELAY TO COMPLY WITH DEADLINES AS SET OUT BELOW.**

**Please take notice** that, on [DATE], the Superior Court of Québec authorized the institution of a class action in court file number 500-06-000463-097 filed by France Lépine against Boehringer Ingelheim Canada Ltd. and approved the settlement agreement reached in the class action (the "Authorization Judgment"). The following class was authorized for settlement purposes only:

*All persons resident in Québec who were prescribed and ingested Mirapex® at any time up to [the date of the execution of the Settlement Agreement] and all persons who were resident in Québec at a time they were prescribed and ingested Mirapex®.*

Mirapex® (pramipexole dihydrochloride monohydrate) is a prescription drug that is commonly prescribed for the treatment of the signs and symptoms of idiopathic Parkinson's disease, and for symptomatic treatment of moderate to severe idiopathic Restless Legs Syndrome.

This lawsuit alleged that the defendant negligently designed, manufactured, marketed, distributed and sold the prescription medication Mirapex® without properly warning of alleged risks potentially associated with its use. The defendant denies the Plaintiff's allegations and denies any wrongdoing or liability. The court has not taken any position as to the truth or merits of the claims or defences asserted by either side. The allegations made by the Plaintiff have not been proven in court.

**If you are resident in Québec and were prescribed and ingested Mirapex® at any time up to the [date of execution of the Settlement Agreement], or if you were resident in Québec at a time they were prescribed and ingested Mirapex®, you are a member of the Class and your rights will be affected.**

**SUMMARY OF THE SETTLEMENT AGREEMENT**

Without any admission of liability or wrongdoing, a Settlement Agreement has been reached. The Settlement Agreement provides for:

- a. The creation of a CAD\$ 2,717,600 Settlement Fund (the "Settlement Fund") from which eligible claimants may receive payment for Gambling Losses, Life Impact or both.
- b. The creation of three distinct funds within this Settlement Fund of CAD\$2,717,600, namely:
  - (i) The Administration Fund of CAD\$200,000;
  - (ii) The Gambling Loss Fund of CAD\$2,200,000;
  - (iii) The Life Impact Fund of CAD\$317,600.
- c. Eligibility for payment from the Settlement Fund will be determined on an individual basis by the Administrator appointed by the Court, namely Collectiva Class Action Services Inc., upon an analysis of individual Class Members' claims and records. Eligibility for payment will require proof by Quebec Class Members that they were prescribed Mirapex® and that they experienced qualified Gambling Losses and/or Life Impact during their use of Mirapex® and is based on a point system. Not all class members will be eligible for payment. The eligibility to receive payment will be determined by the Administrator appointed by the Court on the basis of evidence submitted by the Class Members. The amount of payment will depend upon the number of claims approved and the points attributed to each Class Member;
- d. The decision of the Administrator is subject to an appeal before the Court;
- e. The costs associated with this Notice and all administration costs, as well as Class Counsel' fees and disbursements, which must be approved by the Québec Court, will be paid out of the Settlement Fund.

- f. The Settlement may be terminated, before **[DATE]**, by the Defendant or by Class Counsel if the number of Class Members who opt-out of the Settlement or the value of the claims filed after this Notice exceeds the thresholds agreed upon by the Parties.

### **OPTING-OUT**

If you are a member of the Class you will be bound by the terms of the Settlement Agreement and you will not be able to bring or maintain any other claim or legal proceedings against the Defendant in connection with the prescription and/or ingestion of MIRAPEX®, unless you exclude yourself ("Opt Out"). If you are a member of the Class and wish to Opt-Out, **you must fully complete and submit an Opt-Out Form to the Administrator by the Opt-Out Deadline of [DATE, 2011] (75 days after Authorization Notice)** at the following address:

Collective Class Action Services inc.  
9-285 Place D'Youville, Montreal, QC H2Y 2A4

Opt-Out Forms are available at [www.collectiva.ca](http://www.collectiva.ca) or may be requested by mail or telephone by contacting Québec Class Counsel (contact information provided below). If you Opt Out, you will **NOT** be able to make a claim under the Settlement.

### **CLAIMS DEADLINE**

In order to be eligible for payment, **you must submit a Claim Form and any related documentary evidence to the Administrator on or before [DATE] (60 days after Authorization Notice)**. Claim Forms are available at [www.collectiva.ca](http://www.collectiva.ca) or may be requested by mail or telephone by contacting Québec Class Counsel (contact information provided below). The completed Claim Form must be submitted to the following address:

Collective Class Action Services inc.  
9-285 Place D'Youville, Montreal, QC H2Y 2A4

### **LEGAL FEES**

The Québec Court has approved the payment of legal fees, expenses and applicable taxes to Class Counsel in the total amount of \$XXX. Claimants may, but are not obliged to, retain their own lawyers, other than Class Counsel, to assist them in making individual claims under the Settlement Agreement. Claimants are responsible for paying the legal fees and costs of any other lawyer they retain. Submitting a Claim under the Settlement Agreement is considerably less complex and less expensive than pursuing an individual lawsuit.

### **FURTHER INFORMATION**

Any questions about the matters in this Notice should be directed by email, fax or telephone to Class Counsel at:

**Lauzon Bélanger Lespérance Inc.**  
100-286, Saint-Paul West  
Montreal, QC H2Y 2A3  
Tel: (514) 844-4646  
Fax (514) 844-7009  
[info@lblavocats.ca](mailto:info@lblavocats.ca)

Please do not contact the Court.

A complete copy of the Settlement Agreement and the detailed instruction package and instructions on how to obtain a Claim Form necessary to file a Claim for benefits under the settlement or Opt-Out Form necessary to opt out of the class are available at [www.collectiva.ca](http://www.collectiva.ca) or by contacting Québec Class Counsel. If there is a conflict between the provisions of this Notice and the Authorization Judgment, the Authorization Judgment shall prevail.

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**This Authorization Notice has been approved by the Superior Court of Québec.**

**MIRAPEX® CLAIM FORM**

**INSTRUCTIONS**

These instructions provide guidelines for submitting claims under the Mirapex® Settlement Agreement.

To establish a Class Member's right to compensation under the terms and conditions of the Settlement, a complete Claim must be submitted to the Administrator which shall consist of:

- A completed and signed Claim Form;
- Evidence of use of Mirapex® prior to **[date of execution of the Settlement Agreement]**;
- Gambling Loss Evidence;
- Life Impact Evidence;
- All other required documentation as described herein.

**All Documented Claims must be submitted to the Administrator postmarked no later than DATE (60 days after Authorization Notice), at the following address:**

**Collectiva Class Action Services inc.**  
9-285 Place D'Youville  
Montreal QC H2Y 2A4

**Class Members will be bound by the terms of the Settlement and will not be able to bring or maintain any other claim or legal proceedings against the Defendant, Boehringer Ingelheim Canada Ltd. (BICL) or any of the other Releasees that are connected or relate in any way to Mirapex®, unless they exclude themselves ("Opt Out").** A Class Member who wishes to Opt-Out must fully complete and submit an Opt-Out Form to the Claims Administrator by the Opt-Out Deadline of **[DATE, 2011 (75 days after Authorization Notice)]**. Opt-Out Forms are available at [www.collectiva.ca](http://www.collectiva.ca) or may be requested by mail or telephone. A Class Member who opts out **CANNOT** file any Claim Form under the Settlement.

Class Members who have not opted out and who do not submit a complete Claim to the Administrator on or before **[DATE]**, **shall forever forfeit their rights to benefits from the Settlement and will be precluded from ever bringing an action against any of the Releasees.**

If assistance or advice is required regarding completion of the Claim Form or for any enquiries related to Claims, a Class Member may retain legal counsel at their own expense, or contact the Administrator, free of charge at 1-800-287-8587, or at [info@collectiva.ca](mailto:info@collectiva.ca). **Claimants who retain legal counsel in making their Claims under the Settlement shall be solely responsible for the fees and expenses of such counsel.**

Claimants may communicate with the Administrator and obtain forms in either English or French. Claimants (or their counsel) should advise the Administrator of any changes or corrections in address, name, phone number or legal representation.

**Please keep copies of all documentation sent to the Administrator.** Completing the documentation process takes time. **ACT NOW.** Do not wait until the last few weeks before the Claim Period expires.

## MIRAPEX® CLAIM FORM

### Section 1 – Claimant Identification

I am making a Claim as a:

- Class Member (the person who used Mirapex®)
  
- Representative of a Class Member (a person who is the legal representative of a Class Member who is deceased, a minor and/or otherwise under a legal disability and who used Mirapex®)

### Section 2 - Class Member Identification

Class Member Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Birth Date: Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_

Date of Death (if applicable): Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_

- Official Death certificate attached

Home Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Work Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Fax \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ e-mail \_\_\_\_\_

### Section 3 - Representative Claimant Identification

This section is to be completed only if the person submitting the Claim is the Representative of a Class Member. Proof of the authority to act as the representative of a Class Member **MUST** be provided. Before completing this section, Sections 1 and 2 **MUST** be completed in order to identify the Class Member that is being represented.

I am applying on behalf of a Class Member who is:

- A minor (under 18 years of age)

Please enclose a copy of your authority to act (i.e. birth certificate, baptismal certificate, court order or other proof of guardianship)

- A person under legal disability

Please enclose a copy of your authority to act (i.e. power of attorney, etc.)

- An estate

Please enclose a copy of your authority to act (i.e. will, etc)

Representative Claimant Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Birth Date: Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_

Home Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Work Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Fax \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ e-mail \_\_\_\_\_

#### Section 4 – Legal Representative Identification

This section is to be completed ONLY IF the Claimant is represented by legal counsel.

Name of Law Firm \_\_\_\_\_

Lawyer's Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail address \_\_\_\_\_

**NOTE:** If Section 4 above is completed, all correspondence will be sent to the legal representative, who must notify the Administrator of any change in mailing address. If the Claimant changes their legal representation or ceases to retain their legal representative, the Administrator and former legal representative must be notified in writing.

**Section 5 – Prescription and Ingestion of Mirapex®**

Indicate the dates the Claimant ingested Mirapex®: \_\_\_\_\_

Please provide evidence of Mirapex® use, namely one of the following documents set out below:

a) pharmacy records reflecting the dispensing of Mirapex® to the Class Member;

**OR**

b) insurance records reflecting the Class Member's purchase of Mirapex®;

**OR**

c) medical records reflecting the prescription of Mirapex®;

Indicate the name, address and specialty of the Claimant's treating physician:

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

Has the Claimant been diagnosed with one of the following?:

Parkinson's disease       Restless Leg Syndrome

Indicate whether the Claimant ingested other dopamine agonist medications, such as the medications Requip and/or Permax, and the dates of ingestion:

\_\_\_\_\_

Did the Claimant stop using Mirapex®? If so, at what date? \_\_\_\_\_



**Section 6 – Gambling Loss**

*In the Settlement Agreement, Gambling is defined as: “any form of betting involving the risk of loss of money but does not include any form of business, investment or securities trading activity.”*

*In the Settlement Agreement, Gambling Loss is defined as: “the net financial loss suffered by a Claimant as a result of the Claimant’s Gambling.*

Please indicate the value of the Gambling Loss for which the Claimant seeks recovery:

\_\_\_\_\_ \$

What kind of Gambling did the Claimant engage in (i.e. slot machines, lottery tickets, online gaming etc.)?:

\_\_\_\_\_

When did the Gambling occur? Please indicate specific dates as to when the Claimant gambled:

\_\_\_\_\_

Where did the Gambling occur (i.e. casino, bar, website etc.)? Please indicate all locations at which the Claimant gambled:

\_\_\_\_\_

### **Section 7 – Gambling Loss Evidence**

**PLEASE ATTACH AND SUBMIT ALL REQUIRED GAMBLING LOSS EVIDENCE WITH THIS CLAIM.**

*In the Settlement Agreement, Gambling Loss Evidence is defined as: “any and all records related to any Gambling or Gambling Loss, any and all evidence that monies were expended at Gambling locations or Gambling websites, and any documentation to establish proof of financial loss associated with any Gambling.”*

In order to be eligible for compensation under the Settlement, the Claimant must provide one of the following documents in which all cash withdrawals linked to Gambling and Gambling locations or Gambling websites are identified (i.e. highlighted or underlined) by the Claimant, and this for 2 years prior to the use of Mirapex® as well as during the use of Mirapex®:

- Bank statements
- RRSP statements
- Credit line statements
- Credit card statements

### **Section 8 – Life Impact**

Please indicate the Life Impact(s) the Claimant experienced during use of Mirapex®:

- Bankruptcy
- Gambling therapy
- Significant adverse change in Claimant’s relationship with family members

Please indicate the dates related to these events where available: \_\_\_\_\_

### **Section 9 - Life Impact Evidence**

**PLEASE ATTACH AND SUBMIT ALL REQUIRED LIFE IMPACT EVIDENCE WITH THIS CLAIM.**

In order to be eligible for compensation under the Settlement, the Claimant must provide any of the following documents described below which show that the Claimant experienced one or more Life Impacts:

- Medical records

- Physician's records
- Court records
- Physician's statement
- Any other written documentation

### **Section 10 – Claimant Declaration**

The undersigned hereby consent(s) to the disclosure of the information contained herein to the extent necessary to process this Claim for compensation. 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 to the Administrator is equivalent to filing it with the Court.

The Claimant also agrees to the terms set out in Sections 17.3 through 17.7 of the Settlement Agreement, reproduced below:

*17.3 Class Counsel is authorized to provide any information to BICL related to any Claim, on the understanding that any discussions between BICL and Class Counsel shall be confidential.*

*17.4 The Plaintiff, Class Counsel and every Claimant will treat any communications with BICL as confidential, and will keep confidential the facts and circumstances giving rise to the Action and the amounts discussed during settlement negotiations.*

*17.5 If inquiry is made by any third person concerning the status of the Action or any Claim, the Plaintiff, Class Counsel and any Claimant shall respond only that the Action has been resolved.*

*17.6 Neither the Plaintiff, Class Counsel nor any Claimant will communicate, publish or cause to be published, in any public, electronic, web-based or business forum or context, any statement, whether written or oral, that would disparage BICL, Pfizer or any of their respective affiliates.*

*17.7 The parties agree that any violation of Section 17.3, 17.4, 17.5 or 17.6 may be remedied by law, including by action or other proceeding against the violating person. Any member of the Class that violates Section 17.3, 17.4, 17.5 or 17.6 shall also forfeit any entitlement under the Settlement Agreement and disgorge any amounts received under the Settlement Agreement to BICL.*

**Claimant acknowledges and agrees that Claimant will not be able to bring or maintain any other claim (apart from this claim under the Settlement Agreement) or legal proceedings against the Defendant, Boehringer Ingelheim Canada Ltd. (BICL) or any of the other Releasees that are connected or relate in any way to Mirapex®.**

**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 HIS/HER KNOWLEDGE, INFORMATION AND BELIEF.**

\_\_\_\_\_  
Signature of Claimant

Date \_\_\_\_\_

Printed Name of Claimant: \_\_\_\_\_

Printed Address of Claimant: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Claimant's Representative

Date \_\_\_\_\_

Printed Name of Representative: \_\_\_\_\_

Printed Address of Representative: \_\_\_\_\_  
\_\_\_\_\_

**OPT-OUT FORM**  
**Strictly Private and Confidential**

THIS FORM CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS. PLEASE READ THE ENTIRE FORM AND FOLLOW THE INSTRUCTIONS CAREFULLY.

IF YOU WANT TO OPT OUT OF THE MIRAPEX® SETTLEMENT AGREEMENT YOU MUST COMPLETE AND SEND THIS FORM TO THE ADDRESS LISTED BELOW SO THAT IT IS RECEIVED NO LATER THAN THE OPT-OUT DEADLINE OF [DATE, 2011]

THIS OPT-OUT FORM WILL NOT BE VALID IF IT IS NOT PROPERLY AND FULLY COMPLETED. TO BE PROPERLY AND FULLY COMPLETED AN OPT-OUT FORM MUST INCLUDE THE INFORMATION REQUESTED BELOW, INCLUDING A STATEMENT OF THE TOTAL AMOUNT OF NET LOSSES INCURRED.

This is **NOT** A Claim Form. This Form **EXCLUDES** you from the MIRAPEX® Settlement Agreement. **DO NOT** use this form if you wish to seek compensation under the MIRAPEX® Settlement Agreement.

If you Opt Out, you will **NOT** be able to make a claim under the Settlement. The consequences of returning this Opt-Out Form are explained in the Notice of Settlement Approval. If you have questions about using or completing this Form, contact your lawyer or contact the administrator at:

Collective Class Action Services inc.  
9-285 Place D'Youville  
Montreal, QC H2Y 2A4  
514-287-1000/1-800-287-8587

In the event of conflict between the terms of the MIRAPEX® Settlement Agreement and this Form, the Settlement Agreement prevails. A complete copy of the MIRAPEX® Settlement Agreement is available at: [www.collectiva.ca](http://www.collectiva.ca)

**Section 1 – Personal Identification - must be completed in all cases**

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

Last Name \_\_\_\_\_

Street Address \_\_\_\_\_

Apt. No. (if applicable) \_\_\_\_\_ P.O. Box \_\_\_\_\_

City \_\_\_\_\_ Province/Territory \_\_\_\_\_ Postal Code \_\_\_\_\_

Date of Birth: Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_

Date of Death (if applicable) Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_  Death Certificate Incl.

Daytime Phone Number (\_\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

Evening Phone Number (\_\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

Fax (\_\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

**Section 2 – Representative Identification**

If you are filing this Opt-Out Form as the legal representative of a Class Member or a Class Member's estate (e.g. as a litigation guardian on behalf of a person under disability, litigation administrator on behalf of an estate, personal representative or heir), please provide the following information about **yourself**.

You **MUST** also complete Section 1 and identify the primary Claimant who is your source of entitlement to make a claim. You **MUST** also attach a copy of your court approval or other authorization to represent the Class Member identified in Section 1 above.

**I am filing this Opt-Out Form on behalf of a person who is**

- |  |   |
|--|---|
| <input type="checkbox"/> A minor (under 18 years of age) | <input type="checkbox"/> Please enclose a copy of your authority to act on behalf of a minor – e.g. copy of birth or baptismal certificate. |
| <input type="checkbox"/> A person under legal disability | <input type="checkbox"/> Please enclose a copy of your authority to act on behalf of a person under legal disability                        |
| <input type="checkbox"/> An estate                       | <input type="checkbox"/> Please enclose a copy of your authority to act on behalf of an Estate e.g. copy of will                            |
| <input type="checkbox"/> Relationship to Class Member    | <input type="checkbox"/> Custodial Parent   |
|  | <input type="checkbox"/> Litigation Administrator   |
|  | <input type="checkbox"/> Personal Representative  |

Representative's First Name \_\_\_\_\_ Middle Name \_\_\_\_\_

Last Name \_\_\_\_\_

Street Address \_\_\_\_\_

Apt. No. (if applicable) \_\_\_\_\_ P.O. Box \_\_\_\_\_

City \_\_\_\_\_ Province/Territory \_\_\_\_\_ Postal Code \_\_\_\_\_

Daytime Phone Number (\_\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

Evening Phone Number (\_\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

Fax (\_\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

**Section 3 – Lawyer Identification**

**This section is to be completed only if you or the Class Member have hired a lawyer in connection with a claim arising from the Class Member's use of Mirapex®. All correspondence will be sent to your lawyer who must notify the Claims Administrator of any change in mailing address. If you change your legal representative, you must notify the Claims Administrator in writing of the new information.**

Name of Law Firm \_\_\_\_\_

Lawyer's First Name \_\_\_\_\_ Lawyer's Last Name \_\_\_\_\_

Address _____	P.O. Box _____	
City _____	Province/Territory _____	Postal Code _____
Lawyer's Phone Number (_____) - ____ - _____		
Lawyer's Fax Number (_____) - ____ - _____		

**Section 4** -- must be completed in all cases

**Do you believe you (or the Class Member if you are filing as their legal representative) would be entitled to an award from the MIRAPEX® Settlement Agreement?**

<input type="checkbox"/> Yes
<input type="checkbox"/> No

**Section 5** -- must be completed in all cases

**IF you answered Section 4 in the affirmative, please explain why you believe you or the Class Member would be entitled to an award from the MIRAPEX® Settlement Agreement?**

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**(Check (✓) the appropriate boxes)**

<b>1. Claim for Gambling Loss?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (Check (✓) only one box)
Type of Gambling	<input type="checkbox"/> Casinos <input type="checkbox"/> Online <input type="checkbox"/> Other (describe): _____
<b><u>Total Amount of Net Losses Incurred (after deducting any wins)</u></b>	<b>CAD\$</b> _____
<b>2. Claim for Life Impact?</b>	

Yes  No (Check (√) only one box)

Include Brief Description of Alleged Impact:

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**3. Other Claims?**

Yes  No (Check (√) only one box)

Include Brief Description:

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**Section 6 – Other Lawsuits or Claims-** must be completed in all cases

If you are participating in any other litigation involving Mirapex®, please provide a brief description:

**Section 7 – Acceptance and Acknowledgement-** must be completed in all cases

**I understand that I am obliged to provide information in this form that is true, complete and accurate, and that the parties to the class action and the court will rely upon the information provided by me in this form. I have carefully reviewed the information provided in this form, and I confirm that the information provided (including, without limitation, the Total Amount of Net Losses Claimed) is to the best of my knowledge true, complete and accurate. I have read the foregoing and understand that by opting out, I will never be eligible to receive any compensation pursuant to the MIRAPEX® Settlement Agreement. I further understand that by opting out, all personal representatives, who might otherwise make a claim for compensation are deemed to have opted out as well.**

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Signature (DD/MM/YYYY)



**SUPERIOR COURT**

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

Date:

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**IN THE PRESENCE OF:**

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No: 500-06-000463-097

**FRANCE LÉPINE**

Petitioner

v.

**BOEHRINGER INGELHEIM (CANADA) LTD.**

Respondent

**BOEHRINGER INGELHEIM INC.**

Respondent

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**JUDGMENT**

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**THIS MOTION** made by the petitioner France Lépine in the Action for an order dismissing the Action against Boehringer Ingelheim Inc. and authorizing the Action as a class proceeding for settlement purposes only subject to the terms of the Agreement and upon certain conditions being met, approving the class notice and approving the method of dissemination of the class notice was heard on the [DATE] in Montréal, Québec, in the presence of [COUNSEL IN ATTENDANCE];

Exhibit "E"

**ON READING** the material file including the settlement agreement dated **[DATE]** and the affidavits of **[AFFIANT NAME(S)]** dated **[DATE(S)]**, and on hearing the submissions of counsel for the petitioner and respondent, and upon being advised that the Settlement Agreement provides for the release of the Released Claims against the Releasees, some of which have not been named as respondents in the Action, and upon further being advised of the consent of Collectiva Class Action Services inc. to act as Administrator:

**THIS COURT:**

1. **GRANTS** the motion authorizing the Action as a class proceeding for settlement purposes only subject to the terms of the Settlement Agreement and upon certain conditions being met, approving the class notice and approving the method of dissemination of the class notice;
2. **ORDERS** this Action be dismissed against Boehringer Ingelheim Inc.;
3. **ORDERS AND DECLARES** that in addition to the definitions used elsewhere in this Judgment, for the purposes of this Judgment the definitions set out in the Agreement apply to this Judgment and are incorporated into this Judgment and form an integral part thereof, and, in addition, the following definitions also apply:
  - a. "Settlement Agreement" refers to the agreement attached as Schedule 1 to this Judgment, and has the same meaning as "Agreement" as defined in Schedule 1 to this Order;
  - b. "Claims Administrator" has the same meaning as "Administrator".
4. **DECLARES** that the Agreement is valid, equitable, reasonable, in the best interest of the Class and constitutes a transaction pursuant to Article 2631 of the *Civil Code of Québec*, binding on the parties and all the members therewith described;
5. **DECLARES** that the Agreement was prepared in English and translated into French and that in the event of any inconsistencies between the English and French versions of the Agreement, both versions shall be official and have equal weight;
6. **ORDERS** that the Agreement is hereby approved pursuant to Article 1025 of the *Code of Civil Procedure* and **DECLARES** that it must be acted upon in compliance with its terms and those of this Order;
7. **AUTHORIZES** the institution of the Action herein for settlement purposes only, subject to the terms of the Agreement and the conditions set out below;

Exhibit "E"

8. **ORDERS** that the Class be defined as follows:

All persons resident in Québec who were prescribed and ingested Mirapex® at any time up to the date of execution of this Agreement and all persons who were resident in Québec at a time they were prescribed and ingested Mirapex®.

9. **ORDERS** that the Settlement Class be defined as follows:

All members of the Class who do not validly opt-out of the Settlement in accordance with the Agreement and the Approval Order.

10. **ORDERS** that petitioner France Lépine be appointed as the representative for the Class;

11. **ORDERS** that the issues raised by the Action involves claims for damages resulting from alleged negligence as well as other claims relating to Mirapex®;

12. **ORDERS** that, for the purpose of the Agreement only, the issue of whether PG is an inherent danger in the ordinary use of Mirapex® is common to the Settlement Class;

13. **ORDERS** that if the Agreement is terminated for any reason, or any specified condition to the Agreement is not satisfied or the parties to the Agreement seek to terminate the Agreement pursuant to its terms:

- a. this Judgment shall be set aside, be of no further force or effect, and be without prejudice to any party;
- b. the Agreement and all proceedings in connection therewith shall be null and void, except insofar as expressly provided in the Agreement, and without prejudice to the status quo ante rights of the Plaintiff and Respondent;
- c. the authorization of the Action shall immediately be annulled as a class proceeding without prejudice to the petitioner's ability to reapply for authorization; and
- d. each party to the Action shall be restored to his, her or its respective position as it existed immediately prior to the execution of the Agreement;

14. **ORDERS** that any authorization of a Class or Settlement Class under this Judgment is for settlement purposes only and shall not constitute, nor be construed as, an admission on the part of the Defendant that this or any authorization for any other proposed or authorized class action is appropriate for any other purpose;

Exhibit "E"

15. **ORDERS** that entry of this Judgment is without prejudice to the rights of the Defendants to terminate the Agreement as provided in the Agreement;
16. **ORDERS** that the Authorization Notice attached hereto as Exhibit B to Schedule 1 is hereby approved in both the French and English Versions;
17. **ORDERS** that Collectiva Class Action Services inc. be appointed as the Administrator. Responsibilities of the Administrator include the following: (a) disseminating Notice to the Class; (b) certifying by affidavit to the Court that the Authorization Notice was published; (c) certifying the dates that the Authorization Notice was actually published by each source, providing a true copy of each Authorization Notice in each publication, and providing any other information relevant to the publication and mailing of notices; (d) establishing a website for the purpose of posting the Authorization Notice, Agreement and related documents; (e) accepting and maintaining documents sent from members of the Class, including Claim Forms, Opt-Out Forms, and other documents relating to administration of the Agreement; (f) administering Claims for the payments from the Gambling Loss Fund and the Life Impact Fund, in accordance with the terms of the Agreement; and (g) all other responsibilities designated to the Administrator in the Agreement or this Order;
18. **ORDERS** that within [XXXX DAYS] of the Judgment being granted, notice to the Settlement Class shall commence and be disseminated as follows:

The English version of the Authorization Notice shall be published once in the Montreal Gazette, and if possible, in The Canadian Journal of Neurological Sciences. The French version of the Authorization Notice shall be published once in each of the provincial editions of La Presse and Le Soleil. The Authorization Notice shall also be published by sending English and French copies of same to the following organizations by regular mail:

- (a) Parkinson Society Canada;
- (b) Parkinson Society Québec;
- (c) Canadian Neurological Sciences Federation;
- (d) Centre international d'étude sur le jeu et les comportements à risque chez les jeunes de l'Université McGill ;
- (e) Centre québécois d'excellence pour la prévention et le traitement du jeu (CQEPTJ);
- (f) Gamblers Anonymes - L'intergroupe francophone du Québec

Exhibit "E"

- (g) Centre CASA;
- (h) Centre de prévention et de traitement de la codépendance et des multiples dépendances (CAFAT);
- (i) Maison Jean Lapointe;
- (j) Centre Dollard-Cormier;
- (k) Le Virage Réadaptation en Alcoolisme Toxicomanie et Jeu Pathologique; and
- (l) Centre André-Boudreau.

19. **ORDERS** that Class Counsel are to post the Authorization Notice on the website of Class Counsel at [www.lblavocats.ca](http://www.lblavocats.ca);
20. **ORDERS** that the Administrator is to post the Authorization Notice on the website of the Administrator at [www.collectiva.ca](http://www.collectiva.ca) and at [www.cba.org/recourscollectifs](http://www.cba.org/recourscollectifs);
21. **ORDERS** that Counsel for the Plaintiff in the Action shall provide copies of the Authorization Notice to all persons who contacted them and indicated that they might be members of the Class;
22. **ORDERS** that the costs of preparing, printing, publishing, mailing and otherwise disseminating the Authorization Notice shall be paid from the Settlement Amount in accordance with the applicable provisions of the Agreement;
23. **ORDERS** that the forms and manner of notice as set out above and approved herein are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the requirements of notice under Article 1006 C.C.P.;

**OPT-OUT RIGHTS**

24. **ORDERS** that any member of the Class who wishes to be excluded from the Settlement Class as provided by Article 1007 C.C.P. shall mail a fully completed Opt-Out Form to the Administrator, postmarked on or before the expiry of the Opt-Out Period (which is 75 days following the date of first publication of the Authorization Notice), which date is to be inserted into the Authorization Notice prior to publication; Upon receipt, the Administrator shall mail a copy of the Opt-Out Form to the Clerk of the Superior Court, District of Montréal, at 1 Notre-Dame East Street, Montréal, Québec H2Y 1B6;
25. **ORDERS** that the fully completed Opt-Out Form shall be delivered by mail to the Administrator at the following address:

Exhibit "E"

Collectiva Class Action Services inc.  
9-285 Place D'Youville  
Montreal, QC  
H2Y 2A4

26. **ORDERS** that any person who validly opts out of the Settlement Class in accordance with this Judgment and the Agreement shall be excluded from the Settlement Class, shall not be bound by the Agreement, shall have no rights with respect to the Agreement and shall receive no payments as provided in the Agreement;
27. **ORDERS** that the initial determination that each Opt-Out Form complies with the opt out procedures in the Agreement will be made by the Administrator. The Administrator shall disallow any request for exclusion that fails to comply with the provisions of this Order and the Agreement;
28. **ORDERS** that prior to the expiry of the Opt-Out Period, the Administrator shall confirm receipt of valid Opt-Out Forms to the person(s) who delivered such valid Opt-Out Forms;
29. **ORDERS** that any member of the Class who does not, prior to the Opt-Out Period, mail to the Administrator a valid and complete Opt-Out Form that is in strict compliance with the Agreement and this Order shall be automatically included in the Settlement Class;
30. **ORDERS** that upon expiry of the Opt-Out Period, the Administrator shall aggregate all opt-outs received and immediately deliver all documents related to such opt-outs to the Parties as provided for in the Agreement;

**DISMISSAL AND RELEASE**

31. **ORDERS** that the Action be immediately dismissed, with prejudice and without costs;
32. **ORDERS** that this Judgment is binding upon each Settlement Class Member;
33. **ORDERS** that on the Effective Date each Settlement Class Member shall consent and shall be deemed to have consented to the dismissal as against the Releasees of any other actions he, she or it has commenced, without costs and with prejudice;
34. **ORDERS** that the Releasers release and forever discharge the Releasees of and from any and all claims arising from or in any way related to or within the scope of the Released Claims;

Exhibit "E"

35. **ORDERS** that no Releasor may, either directly, representatively, or in any other capacity, file, institute, commence, continue, maintain or assert, whether in a Canadian jurisdiction or elsewhere, on their own behalf or on behalf of any member of the Class, any action, proceeding, suit, cause of action, claim or demand against any Releasee, or any person who may claim contribution or indemnity from any Releasee, in respect of any Released Claim, and the Releasors are hereby enjoined from so proceeding;
36. **DECLARES** that no action can be commenced against any Releasee by any insurer of any Releasor or any other third party, including but not limited to the Régie de l'assurance maladie du Québec invoking any right of subrogation, or any right to proceed with a derivative action, with regards to any facts or issues raised in the Action;
37. **ORDERS** that the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the settlement agreement and, except for payment of the Settlement Amount of CAD\$2,717,600, which shall be the responsibility of BICL alone, the Releasees shall have no further responsibility or liability whatsoever in respect of the matters settled and released herein. In particular, but without limiting the generality of the foregoing, the Releasees shall not be liable for any amounts, fees, disbursements or taxes, including but not limited to any fees, disbursements or taxes of Class Counsel, the Plaintiff, the Settlement Class, or the Settlement Class Members' respective lawyers, experts, advisors, agents or representatives.

**OTHER PROVISIONS**

38. **ORDERS** that any information received by the Administrator in connection with the Agreement or this Judgment shall be confidential, and shall not be disclosed by the Administrator to member of the Settlement Class or any other person except as expressly permitted by the Agreement or this Judgment;
39. **ORDERS** that each and every term and provision of the Agreement (except as expressly modified by this Judgment) is incorporated into this Judgment as if expressly set forth and shall have the full force and effect of an order of the Court;
40. **ORDERS** that neither this Judgment nor the Agreement, nor any negotiations, statements, or proceedings in connection therewith, shall be construed as or be deemed to constitute any evidence of, an admission or concession by any Defendant or Releasee of any liability or wrongdoing by them, or that the claims and defences that have been, or could have been, asserted in the litigation are or were not meritorious, and neither the Agreement or any such communications or documents shall be offered or received in evidence in any action or proceeding against any one or more of the Releasees;

Exhibit "E"

41. **ORDERS** that the Defendant may communicate with members of the Class regarding the provisions of the Agreement, so long as such communications are not inconsistent with the Authorization Notice or such other agreed upon communications concerning the Agreement. The Releasees may refer potential members of the Class to the Administrator or Class Counsel. In addition, nothing herein or in the Agreement shall, or shall be interpreted or deemed to, prevent or impact in any way on any Releasees ability to communicate with their customers, business contacts, and members of the public in the ordinary course of business;
  42. **ORDERS** that this Judgment shall be declared null and void in the event that the Agreement is terminated in accordance with its terms.
  43. **THE WHOLE** without costs.
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