

CANADA

(Class action)
SUPERIOR COURT

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N° 500-06-000188-025

FRANÇOISE THIBAUT

Petitioner

v.

ST. JUDE MEDICAL INC.

- and -

ST. JUDE MEDICAL CANADA INC.

Respondents

NOTICE TO MEMBERS

1. **TAKE NOTICE** that the bringing of a class action has been authorized on September 3, 2004 by judgment of the Honourable Mr. Justice Jean-Yves Lalonde of the Superior Court, for the benefit of the natural persons forming part of the group hereinafter described, namely:

«All persons who were implanted in Quebec with a Silzone coated heart valve between July 7, 1997 and January 21, 2000, as well as their heirs and assigns, and all persons who were implanted with such a valve outside of Quebec and who resided in Quebec on December 13, 2002, as well as their heirs and assigns.»

2. The Chief Justice has ordered that the class action authorized by the said judgment shall be brought in the district of Montreal;
3. The address of the petitioner is as follows:

Mrs. Françoise Thibault
3715 des Compagnons
Condo 105
Sainte-Foy (Quebec) G1X 5B7

The address of the respondents is as follows:

St. Jude Medical Inc.
1, Lillehei Plaza, St-Paul Minnesota 55117, United States

St. Jude Medical Canada Inc.
2550, Vanier, St-Hyacinthe (Quebec) J2S 6L7

4. For the purpose of the class action, the status of representative has been ascribed to Françoise Thibault, residing at 3715 des Compagnons, Condo 105, Sainte-Foy (Quebec) G1X 5B7;
5. The principal questions of law or fact to be dealt with collectively are as follows :

Does the presence of Silzone on the sewing cuff of the heart valve, as conceived, manufactured, marketed, publicised, sold and recalled from the market by St. Jude Medical, increase the risk of medical complications to group members such as, and without limitation, paravalvular leakage, valvular thrombosis, endocarditis, thromboembolism or haemorrhage causing death or any other non life-threatening consequences?

Given that the Silzone coated heart valve was destined to be implanted in the human body, does St. Jude Medical have towards the group members obligations of safety, innocuousness, efficacy and fitness for the use for which it was intended?

If so, did St. Jude Medical breach its obligations and is it liable towards group members for the consequences of this breach?

Was St. Jude Medical aware of or should it have been aware of the risks associated with the implantation of the Silzone coated heart valves in the human body?

If so, did St. Jude Medical breach its duty to warn and its continued duty to inform the public authorities, the health professionals (learned intermediaries) and the recipients of the Silzone coated heart valves?

If such is the case, is St. Jude Medical liable for the damages to group members resulting from the failure to warn and to inform?

Did the implantation of Silzone coated heart valves in group members contribute to or cause damages to their physical and mental health?

What is the nature of the damages that the group members can claim from St. Jude Medical?

Can St. Jude Medical Inc. and St. Jude Medical Canada Inc. be held solidarily liable for damages?

6. The conclusions sought with relation to such questions are as follows :

GRANT the class action of the petitioner and the group members against the respondents;

CONDEMN the respondents, jointly and solidarily, to pay to the petitioner the amount of one million five hundred thousand (1 500 000\$), for damages incurred, with interest at the legal rate, plus the additional indemnity provided by law, as of and from the date of service, which can be adjusted;

CONDEMN the respondents, jointly and solidarily, to pay each group member an amount to be determined as compensation for the damages incurred, with interest at the legal rate, plus the additional indemnity provided by the law, to accrue from the date of service;

ORDER individual recovery of member claims;

THE WHOLE with costs, including notice and expertise costs;

7. The class action to be brought by the representative for the benefit of the group will be as follows: an action in damages based on the liability of the manufacturer of a medical product.
8. Any member of the group who has not requested his exclusion in the manner hereinafter indicated, will be bound by any judgment to be rendered on the class action.
9. The date after which a member can no longer request his exclusion without special permission, has been set on November 30, 2004;
10. A member who has not already brought a suit in his own name, may request his exclusion from the group by advising the clerk of the Superior Court of the district of Montreal by registered or certified mail, before the expiry of the delay for exclusion;

11. Any member of the group who has brought a suit which the final judgment on the class action would decide, is deemed to have requested his exclusion from the group if he does not, before the expiry of the delay for exclusion, discontinue such suit.
12. A member of the group other than the representative or an intervenant cannot be condemned to pay the costs of the class action.
13. The Court may permit a member to intervene in the class action if it considers such intervention useful to the group. An intervening member may be bound to submit to examination on discovery or a medical examination, or both, at the request of the respondents. A member who does not intervene in the class action can only be required to submit to an examination on discovery or a medical examination if the Court considers it useful.

Montreal, September 29, 2004

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