

**CANADIAN ABILIFY[®] AND ABILIFY MAINTENA[®] CLASS ACTIONS
NATIONAL SETTLEMENT AGREEMENT**

Made as of September 3, 2024
(the “**Execution Date**”)

Between

STEVEN SCHEER, MATTHEW KIRSH, GAYLE KIRSH, GABRIEL
CRITCHFIELD, SUEREKHA RAMDEO, MOHAN DAS SEENAUTH, DHANESRI
PERSAUD, AND DIANA SENIS

(the “**Plaintiffs**”)
and

OTSUKA PHARMACEUTICAL CO., LTD., OTSUKA CANADA
PHARMACEUTICAL INC., OTSUKA AMERICA PHARMACEUTICAL, INC.,
OTSUKA AMERICA, INC., OTSUKA MARYLAND MEDICINAL
LABORATORIES, INC., OTSUKA PHARMACEUTICALS DEVELOPMENT &
COMMERCIALIZATION, INC.

(the “**Otsuka
Defendants**”)
and

BRISTOL-MYERS SQUIBB, BRISTOL-MYERS SQUIBB CANADA CO./LA
SOCIÉTÉ BRISTOL-MYERS SQUIBB

(the “**BMS
Defendants**”)
and

H. LUNDBECK A/S AND LUNDBECK CANADA INC.

(the “**Lundbeck Defendants**”)

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CANADIAN ABILIFY® AND ABILIFY MAINTENA® NATIONAL CLASS**ACTIONS SETTLEMENT AGREEMENT****RECITALS**

WHEREAS the Plaintiffs have commenced class proceedings (the “**Proceedings**”) in Ontario and Québec naming one or more of the Otsuka Defendants, the BMS Defendants and the Lundbeck Defendants (collectively the “**Defendants**”), in which they seek damages in relation to injuries and economic losses allegedly arising from Compulsive Behaviours and Impulse Control Disorders (as defined herein) resulting from the use of the prescription drug medications ABILIFY® (“**Abilify**”) and ABILIFY MAINTENA® (“**Maintena**”) (collectively the “**Abilify Drugs**”);

WHEREAS on December 12, 2019, the Superior Court of Québec authorized a national class as described herein in relation to alleged claims against certain of the Otsuka Defendants and certain of the BMS Defendants by users of Abilify;

WHEREAS on March 13, 2020, the Ontario Superior Court of Justice certified a national class as described herein in relation to alleged claims against the Defendants by users of the Abilify Drugs;

WHEREAS the Parties have engaged in extensive, arm’s-length negotiations through counsel with substantial experience in complex class proceedings and a mediator, which negotiations have resulted in this Settlement Agreement;

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

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

WHEREAS although the Defendants deny the Plaintiffs’ allegations in the Proceedings, deny any wrongdoing of any kind, and believe that the Proceedings are without merit, the Defendants also have taken into account the uncertainty, risk, and delay inherent in litigation and have agreed to enter into this Settlement Agreement in order to achieve a full and final nation-wide resolution of all claims that were made, or could have been asserted now or in the future against them by the Plaintiffs and the Settlement Class in relation to

the claims made in the Proceedings and to avoid further litigation expense and inconvenience, and to remove the distraction of burdensome and protracted litigation;

WHEREAS the Parties intend and desire to settle, compromise, resolve, dismiss and release all allegations and claims for damages or other relief relating the Abilify Drugs that are set forth in the Proceedings and that have been or could have been brought against any Defendants in the Proceedings, by a Plaintiff, person or entity who is a member of the Settlement Class; and

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

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 agree on the following terms and conditions, subject to the approval of the Courts:

SECTION 1. DEFINITIONS

For the purpose of this Settlement Agreement only, including the Recitals and Exhibits hereto, the following terms have the following meanings:

- (1) **“Agreement”** or **“Settlement Agreement”** means this Settlement Agreement, including the recitals and all Exhibits attached hereto.
- (2) **“Abilify Drugs”** mean the pharmaceutical medicine aripiprazole distributed and sold in Canada under the brand names ABILIFY® and ABILIFY MAINTENA®.
- (3) **“Approved Claimant(s)”** means a Settlement Class Member who is approved by the Claims Administrator to receive compensation pursuant to the Settlement Agreement.
- (4) **“Claim”** means a request for compensation pursuant to this Settlement Agreement submitted by a Settlement Class Member on a Claim Form and filed with the Claims Administrator before the Claim Deadline.
- (5) **“Claim Form”** means the form to be used by each Settlement Class Member for filing a Claim, substantially in the form attached as “Exhibit A” hereto, which will be submitted to the Courts for approval as part of the Preliminary Motions.
- (6) **“Claim Package”** means all the material required to be submitted in order for a claim for benefits under this Settlement Agreement to be considered.
- (7) **“Claims Administration Expenses”** means all fees, disbursements, expenses,

costs, taxes and any other amounts incurred or charged by the Claims Administrator in administering the Notice Plan, processing all Claims by Settlement Class Members and Public Health Insurers, and in the distribution of the amounts payable to Settlement Class Members or Public Health Insurers.

- (8) **“Claims Administrator”** means the administrator proposed by Class Counsel and appointed by the Courts to administer the Settlement Agreement and Distribution Protocol by, among other things, overseeing the Notice Plan and Claims process, the administration and processing of Opt-Outs, Objections, and Claims, and the distribution of the Settlement Benefits to Settlement Class Members in accordance with the terms of this Settlement Agreement and Distribution Protocol.
- (9) **“Claims Deadline”** means 240 days from the date the Settlement Approval Notice is first published, and is the date by which all Claim Forms must be postmarked or received by the Claims Administrator in order to be considered timely. The Claims Deadline shall be clearly set forth in the Final Orders, on the Settlement Website, and the front page of the Claim Form.
- (10) **“Claim Period”** means the time frame during which Settlement Class Members may submit a Claim, which shall begin on the date the Notice of Settlement Approval Hearings is first published, and will end on the Claims Deadline.
- (11) **“Class Counsel”** means the law firms of Rochon Genova LLP and Consumer Law Group Inc.
- (12) **“Class Counsel Fees”** means the amount of fees, disbursements, costs and applicable taxes, including GST, HST, PST or QST, payable to Class Counsel from the Settlement Amount.
- (13) **“Compulsive Behaviours”, “Impulse Control Behaviours”, “Impulse Control Disorders” or “ICDs”** shall mean problematic or compulsive gambling or gaming (also known as gambling disorder or pathological gambling); compulsive eating/ binge eating; uncontrollable or compulsive shopping or spending; and/or hypersexual behaviours / sexual addiction.
- (14) **“Court(s)”** means the Ontario Superior Court of Justice and the Superior Court of Québec.
- (15) **“Distribution Protocol”** means the plan developed by Class Counsel and approved by the Courts for distributing the monies in the Escrow Account to Approved Claimants substantially in the form attached as Exhibit “B”.
- (16) **“Effective Date”** means the date five (5) business days after the date on which there are Final Orders from the Ontario and Quebec Courts approving this

Settlement Agreement.

- (17) **“Escrow Account”** means the interest-bearing trust account with one of the Canadian Schedule 1 banks under the control of the Claims Administrator, for the benefit of Settlement Class Members.
- (18) **“Exhibits”** means the exhibits attached to this Settlement Agreement.
- (19) **“FAAC”** means the *“Fonds d’aide aux actions collectives”* in the province of Québec.
- (20) **“Final Order”** means a final judgment or final approval order entered by the Courts on each of the Approval Motions, substantially in the form attached as Exhibits “C” and “D” hereto, approving this Settlement Agreement. An Order only becomes a Final Order once the time to appeal such judgment or order (or the time to seek leave to appeal such judgment or order) has expired without any appeal or motion seeking leave to appeal being taken, or if an appeal or motion for leave to appeal from the judgment or order is taken, once there has been affirmation of such final judgment or approval order in its entirety in the form attached as Exhibits “C” and “D”, without modification, upon a final disposition of all appeals.
- (21) **“Honorarium”** means a stipend to the Representative Plaintiffs approved and awarded by the Ontario Superior Court of Justice in its discretion and in recognition of their exceptional efforts to advance the Proceedings on behalf of the Settlement Class;
- (22) **“Notice Expenses”** means the reasonable costs and expenses incurred in connection with preparing, printing, mailing, disseminating, posting, emailing, internet hosting and/or publishing the Notice of Settlement Approval Hearings and Settlement Approval Notice, and all other aspects of administering the Notice Plan, with the exception of expenses relating to the translation of relevant documents from English to French which shall be paid within 30 days of the Execution Date.
- (23) **“Notice Plan”** means the plan approved by the Courts for disseminating the Notice of Settlement Approval Hearings and the Settlement Approval Notice, substantially in the manner provided for in the Notice Plan which is attached as Exhibit “E”.
- (24) **“Objection Deadline”** means the date as approved by the Courts for any objections to be provided to the Administrator, which shall be no less than 45 days from when the Notice of Settlement Approval Hearings is first published or disseminated to the Settlement Class.
- (25) **“Ontario Proceeding”** means the proceeding commenced by the Plaintiffs

Matthew Kirsh and Gayle Kirsh in the Ontario Superior Court of Justice, Court File No. CV-16- 553833-00CP.

- (26) **“Ontario Class”** means the class defined by the Ontario Superior Court of Justice as including: (i) All persons in Canada, including their estates, who were prescribed and ingested ABILIFY ® between July 9, 2009 and February 23, 2017; (ii) All persons in Canada, including their estates, who were prescribed and used ABILIFY MAINTENA® between February 6, 2014 and December 16, 2016; (iii) All persons resident in Canada who, by virtue of a personal relationship with an Abilify Class Member, are entitled to assert a derivative claim for damages pursuant to *Family Law Act*, RSO 1990, c. F.3, as amended or equivalent provincial and territorial legislation; and (iv) All persons resident in Canada who, by virtue of a personal relationship with an Abilify Maintena Class Member, are entitled to assert a derivative claim for damages pursuant to *Family Law Act*, RSO 1990, c. F.3, as amended or equivalent provincial and territorial legislation.
- (27) **“Opt-Out Deadline”** means the date as approved by the Courts for any Opt-Out Forms to be provided to the Administrator, which shall be no less than 45 days from when the Notice of Settlement Approval Hearings is first published or disseminated to the Settlement Class.
- (28) **“Opt-Out Form”** means the form to be completed by Class Members wishing to exclude themselves from the Settlement, substantially in the form attached as “Exhibit “F” hereto, which will be submitted to the Courts for approval as part of the preliminary motions.
- (29) **“Opt-Out Threshold”** means the confidential number of individual class members who may opt-out in addition to those that have already opted out of the Québec Proceeding.
- (30) **“Opt-Out Threshold Letter”** means a confidential letter between the Parties outlining the number of Opt-Outs that may occur before the Defendants have the right to terminate the Settlement.
- (31) **“Party”** or **“Parties”** means one or more of the Plaintiffs or the Defendants.
- (32) **“Person”** means any adult individual or minor child or any corporation, trust, partnership, limited liability company or other legal entity, and their respective successors or assigns.
- (33) **“Notice of Settlement Approval Hearings”** means the portion of the Notice Plan approved by the Courts for (i) disseminating the fact that the Ontario Proceeding has been certified, (ii) providing information about the Settlement Agreement, (iii) providing information about the Settlement Class Members’ right to opt out and setting the Opt-Out Deadline, (iv) providing information

regarding the right to object to the Settlement Agreement and setting the Objection Deadline, (v) instructing Class Members on the procedure for making a Claim, and (vi) providing the date of the Settlement Approval Hearings. The proposed Long-Form “Notice of Settlement Approval Hearings” is attached hereto as Exhibit “G” and the Short Form is attached as Exhibit “H”. The Press Release is attached as Exhibit “T”.

- (34) **“Notice of Settlement Approval Hearings Date”** means the date on which the Notice of Settlement Approval Hearings is first published or disseminated to the Settlement Class.
- (35) **“Proceedings”** means the Ontario Proceeding and the Québec Proceeding.
- (36) **“Public Health Insurers”** means all provincial and territorial health insurers.
- (37) **“Public Health Insurance Claims”** means all provincial and territorial health insurance claims pursuant to the provincial public health insurer legislation set out at “Exhibit “I”.
- (38) **“Québec Court”** means the Superior Court of Québec.
- (39) **“Québec Proceeding”** means the proceeding commenced by the Plaintiff, Steven Scheer, in the Superior Court of Québec, Court File no. 500-06-00083-160.
- (40) **“Québec Class”** means the class defined by the Superior Court of Québec as including: all Persons residing in Canada who were prescribed and have ingested and/or used the drug, ABILIFY® (aripiprazole) before February 23, 2017 and who developed one or more of the following impulse control behaviours: pathological gambling (also known as gambling disorder or compulsive gambling); compulsive eating/ binge eating; uncontrollable or compulsive shopping or spending; and/or hypersexual behaviours / sexual addiction; and their successors, assigns, family members, and dependants.
- (41) **“Referee”** means the individual or individuals proposed by Class Counsel and approved by the Ontario Court and Québec Court responsible for adjudicating challenges made by the Claims Administrator with respect to determinations of eligibility and entitlement to benefits under the Settlement Agreement.
- (42) **“Released Claims”** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, penalties, and lawyers' fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, that the Releasers, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or in the future may have, relating to

or arising out of the production, design, sale, marketing, advertising, manufacture, distribution, donation, purchase, sale, possession, handling, ingestion, exposure, or use of the Abilify Drugs provided that they relate to any conduct alleged in the Proceedings including, without limitation, any such claims that have been asserted, whether in Canada or elsewhere, as a result of their past, present or future purchase or use of the Abilify Drugs and any Public Health Insurance Claims.

- (43) **“Releasees” or “Released Parties”** means the Defendants and any entity or person that manufactured, tested, inspected, audited, certified, purchased, distributed, licensed, transported, marketed, advertised, donated, promoted, prescribed, dispensed, sold or offered for sale any Abilify Drugs to the Releasers, or any part thereof, including all of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and all of their past, present and future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, insurers, representatives, licensees, licensors, customers, subrogees and assigns. It is expressly understood that, to the extent a Releasee is not a Party to the Settlement Agreement, all such Releasees are intended third party beneficiaries of the Settlement Agreement.
- (44) **“Releasers”** means, jointly and severally, solidarily, individually and collectively, the Plaintiffs, the Settlement Class Members, Class Counsel, and their respective, subsidiaries, affiliates, predecessors, successors, heirs, executors, administrators, insurers and assigns. For greater certainty, a Releaser includes an individual who is a member of the Ontario Class or the Quebec Class and who took one or more of the Abilify Drugs prior to February 23, 2017 (for Abilify) and December 16, 2016 (for Maintena) even if they did not have Compulsive Behaviours as defined in this Settlement Agreement prior to those dates.
- (45) **“Representative Plaintiffs”** means the Plaintiffs in the Proceedings, specifically: a) Matthew Kirsh, Gabriel Critchfield, Suerekha Ramdeo, Mohan Seenauth, Diana Senis, Gayle Kirsh, and Dhanesri Persaud in the Ontario Proceeding; and b) Steven Scheer in the Québec Proceeding.
- (46) **“Settlement”** means the terms and conditions of this Agreement.
- (47) **“Settlement Amount”** means the all-inclusive amount of CDN \$14,750,000 which will be paid by the Defendants as outlined herein and will be used to pay the Notice Expenses and to fund the Settlement Fund.
- (48) **“Settlement Approval Hearings”** means the Court-hearings held to determine whether the Agreement should be approved.
- (49) **“Settlement Approval Motions”** means the motions brought in the Ontario

Superior Court of Justice pursuant to the Ontario *Class Proceedings Act, 1992*, SO 1992, c 6 as amended and the application brought in the Superior Court of Quebec pursuant to the *Code of Civil Procedure*, CQLR c. C-25.01 for the approval of the Notice of Settlement Approval Hearings, the Settlement and the granting of the Releases.

- (50) **“Settlement Approval Notice”** means the portion of the Notice Plan approved by the Courts which is to be disseminated and published after the Final Orders are entered giving Settlement Class Members notice of the approval of the Agreement and the procedure for making a Claim and includes the Settlement Approval Notice (substantially in the form attached as “Exhibit “J” hereto).
- (51) **“Settlement Approval Notice Date”** means the date upon which the Settlement Approval Notice is first published or disseminated to the Settlement Class.
- (52) **“Settlement Class”** means the Québec Class and the Ontario Class.
- (53) **“Settlement Class Member”** means a member of the Settlement Class, who did not validly opt out of the Settlement.
- (54) **“Settlement Consideration”** means the consideration exchanged by and between the Defendants and the Settlement Class, as set forth in this Settlement Agreement, including, without limitation, the Settlement Fund.
- (55) **“Settlement Fund”** means the amount of CDN \$14,750,000, less any Notice Expenses, payable by the Defendants within 30 days of the Notice of Settlement Approval Hearings Date.
- (56) **“Settlement Website”** means the dedicated website created by the Claims Administrator for the purposes of notifying class members about the settlement and providing a claims portal to facilitate the efficient processing of the claims, located at *Abilifyclassactionsettlement.com*.

SECTION 2. AGREEMENT FOR SETTLEMENT PURPOSES ONLY

1. No Admission of Liability

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

2. Settlement Agreement Not Evidence

- a) The Parties agree that, whether or not the Settlement Agreement is approved or terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

SECTION 3. COOPERATION BY THE PARTIES

- a) The Parties shall use their best efforts to implement this Settlement in an expedited manner.

1. Motions

- a) At a time mutually agreed to by the Parties after the Settlement Agreement is executed, Class Counsel shall bring a preliminary motion before each of the Ontario and Quebec Superior Courts seeking Orders in substantially the form set out in Exhibits “K” and “L”, to (i) approve the form and content of the Notice of Settlement Approval Hearings and its method of dissemination as set out in the Notice Plan, (ii) approve the form and content of the Claim Form and the procedure for submitting Claims, (iii) approve a procedure for submitting objections to the Settlement, (iv) approve the scope of the opt-out rights and the form and content of the Opt-Out Form and set the Opt-Out Deadline, (v) provisionally appoint the Claims Administrator to coordinate the Notice of Settlement Approval Hearings, to oversee the administration of the Settlement if approved and the claims process, (vi) order that the costs of the Notice Plan and of the Claims Administrator be paid from the Settlement Fund, and (vii) set a schedule for proceedings with respect to approval of this Settlement (“**Preliminary Motions**”).
- b) Class Counsel shall bring Settlement Approval Motions before each of the Ontario and Quebec Courts seeking Orders in substantially the form set out in Exhibits **C and D** above seeking to (i) approve the Settlement Agreement as fair, reasonable, and in the best interests of the Settlement Class, (ii) permanently appoint the Claims Administrator to oversee the administration of the Settlement and the claims process, (iii) order that the costs of the Notice Plan and of the Claims Administrator be paid for from the Settlement Fund, and (iv) set the Claims Deadline (“**Final Motions**”).
- c) Class Counsel agree to provide the Defendants with any notice of objection to the Settlement no later than five (5) business days after receipt.

- d) If either the Ontario or Quebec Court does not grant the orders sought on the Preliminary Motions or the Settlement Approval Motions either party may terminate the Settlement Agreement upon providing the opposing party with 30 days written notice.

2. Confidentiality

- a) Save for notification requirements under applicable provincial legislation or regulation, or as may be required to advise the Provincial Health Insurers, or the Courts as to the status of the Canadian litigation, there shall be no public disclosure of the existence or contents of the Settlement Agreement until the signed Settlement Agreement is filed with the Courts as part of the Preliminary Motions.

3. Jurisdiction of the Courts

- a) The Parties agree that each of the Ontario and Quebec Courts shall retain continuing jurisdiction over the Proceeding commenced in their respective jurisdictions, the Settlement Agreement, the Parties thereto, the Settlement Class for that jurisdiction as defined herein, and the Claims Administrator, and the Courts retain jurisdiction to interpret and enforce the terms, conditions, and obligations under this Settlement Agreement.

SECTION 4. SETTLEMENT BENEFITS

1. Payment of Settlement Fund

- a) The Defendants will collectively pay CDN \$14,750,000, less any Notice Expenses already paid, into the Escrow Account within 30 days of the Notice of Settlement Approval Hearings Date in full satisfaction of all payment obligations under this Settlement Agreement.
- b) None of the Releasees shall have any obligation to pay any amount other than the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement.
- c) The Settlement Amount, which includes the Settlement Fund, the Notice Expenses and the interest accrued thereon, shall be used to pay, *inter alia*, all amounts payable to Settlement Class Members in relation to the Released Claims based on the Distribution Protocol.
- d) The Settlement Fund comprises the total amount that will be paid by the Defendants to Settlement Class Members and the Public Health Insurers in relation to the Released Claims and includes any costs, including any taxes, fees, interests or other charges. The Defendants shall not be liable for any amounts beyond the Settlement Fund.

- e) For greater certainty, all compensation to Settlement Class Members, Class Counsel Fees, Honoraria, Claims Administration Expenses, Public Health Insurance Claims, Notice Expenses, and any applicable taxes, shall be paid from the Settlement Amount.

2. Interest

- a) The Claims Administrator shall set aside an amount needed for Claims Administration Expenses and Notice Costs and the remainder will be invested in a 30-day non-redeemable (cashable) GIC with one of the Canadian Schedule 1 banks. All interest earned on the Settlement Fund shall accrue to the benefit of the Settlement Class Members and shall become and remain part of the Escrow Account.
- b) All taxes payable on any interest which accrues on the Settlement Amount in the Escrow Account or otherwise in relation to the Settlement Amount shall be the responsibility of the Settlement Class Members. Class Counsel or the Claims Administrator shall be responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Escrow Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned on the Settlement Amount shall be paid from the Escrow Account.

SECTION 5. CLAIMS DEADLINES, CLAIM FORMS, CLAIMS ADMINISTRATION AND CHALLENGES TO REFEREE

- a) All Claims must be submitted with a Claim Form and received by the Claims Administrator or postmarked by the Claims Deadline.
- b) The Claims Deadline shall be clearly set forth in the Notice of Settlement Approval Hearings and Settlement Approval Notice, on the Settlement Website, and on the Claim Form. Settlement Class Members who do not timely submit a completed Claim Form shall not be eligible to receive benefits pursuant to this Settlement Agreement, but will be bound by the remaining terms.
- c) Class Members who submit Claim Packages will be sent an Acknowledgement Letter by the Claims Administrator, in the form attached as Exhibit “M”, confirming receipt of the Claim Package and any supporting documentation.
- d) Class Members who submit complete Claim Packages will receive a Claim Determination Letter, in the form attached as Exhibit “N”, and the Claim Determination Form, in the form attached as Exhibit “O” from the Claims Administrator. Together, these documents will advise Class Members i) whether they have been approved to receive compensation for Psychological Harm, ii) the category of Psychological Harm (Mild, Moderate, Severe) under which they have been

qualified (and the amount of compensation that will be distributed in accordance with the Distribution Protocol), iii) whether they qualify for compensation for Residual Catastrophic Injury, iv) whether they are entitled to receive compensation for Financial Loss, and v) the estimate of recovery for any eligible Financial Loss.

- e) The Claims Administrator shall be responsible for distribution of the Settlement Amount. The Claims Administrator shall permit a Settlement Class Member who makes a timely Claim to remedy deficiencies in such Claim Form or related documentation within thirty (30) days of the Claims Administrator's request for same. To this end, the Claims Administrator shall deliver a Deficiency Letter, substantially in the form attached as Exhibit "P".
- f) Class Members who disagree with their qualification or categorization of their claim for compensable Psychological Harm and/or the determination of the estimated range of compensation they have been approved for with respect to Financial Harm, may submit a Notice of Challenge, in the form attached as Exhibit "Q", and, should they wish, provide written submissions not exceeding five (5) pages in length setting out the reasons why they disagree with the determination(s).
- g) Within ninety (90) days after all Claims have been finally adjudicated, including the resolution of all Challenges, Class Members will be sent a Final Claim Determination Letter, in the form attached as Exhibit "R", which will advise them of the final amount of their Compensatory Payment and enclose a cheque in that amount.
- h) The Claim Forms must be signed by hand or electronically by the Settlement Class Member who must attest to the truth and accuracy of the information provided therein and acknowledge that knowingly submitting a false Claim is illegal and contrary to the Final Order of the Courts.
- i) Claim Forms will be made available for downloading from the Settlement Website. Such Claim Form must include the following information and/or affirmations as it relates to Class Members, where available
 - i. Telephone number or contact information for use, if necessary, in validating Claims;
 - ii. Receipt(s), pharmaceutical records, or medical records, proving the dispensation or prescription of one or more of the Abilify Drugs. Documentation relating to the generic versions of the Abilify Drugs will not be sufficient as this Settlement relates only to users of branded Abilify Drugs;
 - iii. Name(s) and location(s) of pharmacy(s) at which the Abilify Drugs were purchased or, where some of the Class Member's Abilify Drugs were provided as free samples, the name of the healthcare provider that supplied the free samples;

- iv. Name of person for whom the Abilify Drugs were purchased; and
- v. Contemporaneous records, or other evidence including by way of attestation(s), establishing the Compulsive Behaviours or Impulse Control Disorder(s) experienced by the Class Member.
- j) Settlement Class Members may submit completed and signed (either by hand or electronically) Claim Forms to the Claims Administrator by mail, courier, facsimile, online or as an attachment to an email. The Parties agree that information provided by Settlement Class Members on Claim Forms shall be kept confidential, shall be used only for purposes of reviewing or administering the Settlement, and shall not be used for marketing or any other commercial purposes.
- k) The Claims Administrator will be an agent of the Courts, and will be subject to the Courts' supervision and direction as circumstances may require. The Claims Administrator will administer the Notice Plan and Claims process, and oversee the distribution of the Settlement Fund to Settlement Class Members in accordance with the terms of the Settlement and the Final Orders of the Courts.
- l) The determination of the validity of Claims submitted by Settlement Class Members (or by Persons who purport to be members of the Settlement Class) shall be made by the Claims Administrator in consultation with Class Counsel. The Defendants have not approved, nor have they had input into, the terms of the Distribution Protocol and agree that they will have no role in the determination of the validity of Claims submitted, all of which will be undertaken solely at the direction of Class Counsel with Court-approval.
- m) The Claims Administrator shall administer the terms of this Settlement Agreement by resolving Claims in a cost effective and timely manner and will consult with Class Counsel as required to assist in resolving Claims or categories of Claims.
- n) The Claims Administrator shall maintain records of all Claims submitted. The Claims Administrator shall maintain all such records until the later of 180 days after either the Claims Deadline or all Claims have been finally resolved, and such records will be made available upon request to the Parties' counsel. Claim Forms and supporting documentation will be provided only to a Court upon request and to the Parties upon request. The Claims Administrator also shall provide such reports and such other information to the Courts as they may require.
- o) The Claims Administrator will review and validate all Claims submitted by Settlement Class Members.
- l) The Claims Administrator shall have the right to contact Settlement Class Members and to validate Claims. The validity of a Claim will be assessed based on the totality of the Claim. Issues regarding the validity of Claims that cannot be resolved by the

Claims Administrator shall be submitted to Class Counsel for resolution and, if no resolution is reached, to an independent Referee appointed by the Courts to address such disputes as part of the Distribution Protocol and whose decision will be final and binding.

- m) Any Settlement Class Member who may wish to challenge the determination of eligibility or entitlement to benefits under the Settlement Agreement shall submit to the Referee the originally submitted Claim Package, all documents filed with the Claims Administrator, and brief written submissions, not exceeding 5 pages, in support of their challenge.
- n) The standard of review to be applied by the Referee on a challenge relating to eligibility or relating to the quantum of compensation for a Claim, shall be whether there was a misapprehension of the evidence, an error in principle or the decision was unreasonable.
- o) The Referee's determination shall be set out in brief written reasons, not exceeding one page, and shall be final and binding, and not subject to any further challenge, appeal, or revision, except in the case of a clerical or obvious error.
- p) The Referee will be entitled to compensation of a maximum of \$350.00 per hour, to a maximum per-claim amount of \$1,200.00, not inclusive of taxes. In exceptional cases, where the volume of records submitted with a challenge requires further time for proper review, the Referee shall so advise the Claims Administrator as soon as is reasonably practicable. The Claims Administrator shall then determine whether further reasonable requests for additional fees should be approved for payment, with all such additional fees and applicable taxes to be deducted from the Settlement Amount. Notice of all requests for such further fees shall be provided by the Claims Administrator to Class Counsel.
- q) The cost of creating and maintaining the Settlement Website will be paid from the Settlement Fund.

SECTION 6. PAYMENT TO AND RELEASE BY PUBLIC HEALTH INSURERS

- a) At the start of the Claim Period, the Claims Administrator shall deduct the sum of \$368,750.00 from the Settlement Fund for the benefit of the Public Health Insurers, to be distributed amongst the provinces and territories proportionately based on population.
- b) In consideration of the payment set out in this Section, the Public Health Insurers as of the Effective Date, fully and finally release the Released Parties from all Public Health Insurance Claims and undertake not to make any claim or take or continue any action, investigation or other proceeding in any forum against any person, partnership, corporation, or other entity, including without limitation, any health care professionals, hospitals or other health care facilities, who might claim

contribution or indemnity or any other relief of a monetary, declaratory, or injunctive nature from the Released Parties in connection with the Public Health Insurance Claims. Class Counsel will make best efforts to obtain signed releases from the Public Health Insurers in the form attached as Exhibit "S".

SECTION 7. OPTING OUT AND OBJECTING

1. Objections

- a) Class Members shall have the right to object to the Agreement. They may do so by appearing and stating if they have any reason why the terms of this Agreement should not be granted approval. Objections, including all briefs or other papers or evidence in support, should be in writing and delivered, served, filed and received by the Claims Administrator by the Objection Deadline.
- b) Any objection regarding or related to the Settlement Agreement should contain: (i) a caption or title that identifies it as Objection to the Settlement; (ii) information sufficient to identify and contact information for the objecting Class Member (or his or her lawyer, if any), such as name, address, email address and telephone number; (iii) a clear statement of the nature and reasons for the Class Member's objection, and documents sufficient to establish the basis for his or her standing as a Class Member; and (iv) a declaration under the penalty of perjury that the foregoing information provided by the objector is true and correct.
- c) Any objector who wishes to appear before the Court(s) at the Settlement Approval Hearing(s), whether in person or through a lawyer, must send a notice of intention to appear in writing, which should be postmarked, served, filed and be received by the Claims Administrator at least ten (10) days prior to the said Settlement Approval Hearing. Such notice of intention to appear should include the name, address, and telephone number of the Class Member and any lawyer who will appear on his or her behalf, if applicable.
- d) The Claims Administrator shall immediately provide Class Counsel and the Defendants with a copy of the Objection and any accompanying documentation.

2. Opt-Outs

- a) An individual who is a member of the Ontario Class, but who is not a member of the Quebec Class may opt out of the Settlement by sending a signed Opt-Out Form by mail, courier or facsimile to the Claims Administrator in the form attached above as Exhibit F. A Settlement Class Member who is a member of the Quebec Class may make a request to the Quebec Court to opt out of the Settlement even if they did not previously opt out of the Quebec proceeding. The Defendants reserve the right to challenge an opt out by a member of the Quebec Class given that the deadline for opting out of the Quebec Class has already passed.

- b) An opt-out will only be effective if delivered to the Claims Administrator before the Opt- Out Deadline. An opt-out will only be effective if it is on behalf of a single Person. So- called “mass” or “class” opt-outs shall not be allowed.
- c) If there are more than the number of Class Members specified by the parties in the Opt- Out Threshold Letter whose opt outs are deemed to be valid and effective, the Defendants may terminate this Settlement Agreement.
- d) To the extent that a member of the Quebec Class previously opted out of that proceeding, they will be contacted directly by Class Counsel or the Settlement Administrator to be advised of the Settlement, and the Opt-Out Deadline. Class Members who previously opted out of the Quebec Class will be advised of their ability to “opt into” the Settlement as well as the deadline for them to do so.

3. Opt-Out and Objection Notification and Report

- a) The Claims Administrator shall immediately provide the Parties through their respective counsel with any Opt-Out Forms and Objections.
- b) Within five (5) business days after the expiration of the Opt-Out and Objection Deadline, the Claims Administrator shall provide to the Parties through their counsel an Opt-Out and Objection report advising as to the following information in respect of each Person, if any, who has opted out or objected to the Settlement:
 - i. the Person's full name, current address, telephone number and email address;
 - ii. the stated reasons the Person is seeking to opt out or object, if known; and
- iii. a copy of all information provided by that Person in the opting-out or objections process, including the Opt-Out Form or written objection.

SECTION 8. FINAL ORDERS APPROVING THE SETTLEMENT AGREEMENT AND NOTICES TO SETTLEMENT CLASS

1. Final Orders Approving the Settlement Agreement

- a) Following publication of the Notice of Settlement Approval Hearings, the Plaintiffs shall move for Orders from the Ontario Superior Court of Justice and the Superior Court of Quebec in the forms attached as Exhibits C and D above respectively, which will, among other things:
 - i. Declare that this Settlement is fair, reasonable, and in the best interests of the Class Members;

- ii. approve the Settlement Agreement pursuant to section 29(2) of the *Class Proceedings Act, 1992* and Article 590 of the *Code of Civil Procedure*, CQLR c. C-25.01 and the releases contained therein; and
- iii. order that Settlement Approval Notice be disseminated in accordance with the Notice Plan set out above as Exhibit E.

2. **Notice of Settlement Approval Hearings**

- a) The Plaintiffs shall move for Orders from the Ontario Superior Court of Justice and the Superior Court of Quebec in the forms attached as Exhibits K and L above, which will, among other things:
 - i. Schedule the Settlement Approval Hearing, approve the form, content and method of dissemination of the Notice of Settlement Approval Hearing and Certification (for the Ontario Action); and
 - ii. Schedule the Settlement Approval Hearing, approve the form, content and method of dissemination of the Notice of Settlement Approval Hearing (for the Quebec Action).
- b) The Settlement Class will be notified of the date of the Settlement Approval Hearings by way of the Notice of Settlement Approval Hearings. Subject to approval of the Courts, the Claims Administrator shall cause the Notice of Settlement Approval Hearings to be published and distributed in the manner described in the Notice Plan attached above as Exhibit E by a date to be set by the Courts.
- c) Before the Settlement is approved, the Defendants will be responsible for the Notice Expenses and Claims Administration Expenses, though it will be paid from the Settlement Amount. In the event that the Settlement is not approved, the Defendants will bear the Notice Expenses as well as all Claims Administration Expenses up until the date of termination of the Settlement, such costs being non-refundable to the Defendants.
- d) The Defendants will be responsible for all Notice Expenses and Claims Administration Expenses if they decide to terminate the Settlement Agreement on the basis that the Opt- Out Threshold has been reached.

3. **Settlement Approval Notice**

- a) The Settlement Class shall be notified of the approval of the Settlement by way of the Settlement Approval Notice substantially in the form attached as Exhibit J above. Subject to approval of the Courts, the Claims Administrator shall cause the Settlement Approval Notice to be published and distributed in the manner described in the Notice Plan attached as Exhibit E above. The publication and

distribution of the Settlement Approval Notices shall begin within the thirty (30) day period commencing on the Effective Date.

SECTION 9. CLASS COUNSEL FEES AND HONORARIA

1. Class Counsel Fees

- a) Class Counsel shall bring motions before the Courts for approval of Class Counsel Fees. Such Class Counsel Fees will be paid from the Escrow Account to Class Counsel upon receipt of a written direction from Class Counsel within 5 business days after the Effective Date.
- b) The Releasees hereby acknowledge and agree that they have no standing in relation to any motions for approval of Class Counsel Fees and they will have no involvement in the approval process to determine the amount of Class Counsel Fees.

2. Honoraria

- c) As part of the Ontario Settlement Approval Motion, Class Counsel will seek an award of \$60,000 to be divided equally amongst Matthew Kirsh, Gabriel Critchfield, Suerekha Ramdeo, Mohan Seenauth, Diana Senis, and Steven Scheer, as a service award for their exceptional effort and contribution in advancing the Proceedings on behalf of the Settlement Class. Such Honoraria as approved by the Ontario Superior Court of Justice will be paid within five (5) business days after the Effective Date. The Releasees will not oppose the application for Honoraria.

SECTION 10. DISTRIBUTION OF THE REMAINING BALANCE

- a) The Settlement Benefits as set forth in the Distribution Protocol are all subject to *pro rata* distribution downwards if there are insufficient funds in the Escrow Account to pay all Approved Claimants and *pro rata* distribution upwards in the event that more than sufficient funds are available in the Escrow account to pay all Approved Claimants. Consequently, while the Settlement Agreement provides for collective recovery, it is the intention that the entire Settlement Amount be distributed to Settlement Class Members and that there will be no remaining balance.
- b) If, within six (6) months of the payments being issued by the Claims Administrator to pay Approved Claimants, a balance exists in the Escrow Account as a result of uncashed distributions or any other surplus monies, any remaining funds (“**Surplus Funds**”) shall be paid as follows:

- i. The FAAC will be entitled to claim the percentage provided for at s. 1(1) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, RLRQ c F-3.2.0.1.1, r.2, on the Québec resident portion of the remaining funds. The Québec resident portion will correspond to 22.98% of the Surplus Funds;
- ii. The balance will be donated to a charity chosen by Class Counsel and approved by the Courts which has a focus on mental health.

SECTION 11. TERMINATION OF SETTLEMENT AGREEMENT

1. Termination — Absence or Insufficiency of Court Approval

- a) In the event that:
 - i. any Court declines to approve this Settlement Agreement or any part hereof;
 - ii. any Court approves this Settlement Agreement in a materially modified form;
or
 - iii. any orders approving this Settlement Agreement made by any Court do not become Final Orders,

this Settlement Agreement shall be terminated and, except as provided for in Section 11(4) it shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

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

2. Termination — Opt-Out Threshold Exceeded

- a) In the event that the number of members of the Settlement Class who exercise their rights to opt out under this Settlement Agreement exceeds the number set forth in the Opt-Out Threshold Letter between the Parties, the Defendants may, at their sole discretion, terminate this Settlement Agreement by serving written notice upon Class Counsel within fourteen (14) business days of receiving the Opt-Out report from the Claims Administrator.
- b) The Opt-Out Threshold Letter shall be made available to the Courts but shall not be filed with the Courts or otherwise disclosed to any Person other than Class

Counsel, the Defendants' Counsel and the Defendants. To the extent that a Court requests a copy of the Opt-Out Threshold Agreement, the Parties shall request that the document be filed under seal.

3. If Settlement Agreement is Terminated

- a) If this Settlement Agreement is terminated:
 - i. Within ten (10) days of such termination having occurred, Class Counsel shall destroy all documents or other materials provided by the Defendants or containing or reflecting information derived from such documents or other materials received from the Defendants as part of the settlement and mediation process and, to the extent Class Counsel has disclosed any documents or information provided by the Defendants to any other Person, Class Counsel shall recover and destroy such documents or information. Class Counsel shall provide the Defendants with a written certification by Class Counsel of such destruction.
 - ii. Nothing contained in this Section shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by the Defendants, or received from the Defendants in connection with this Settlement Agreement, may not be disclosed to any Person in any manner or used, directly or indirectly, by Class Counsel or any other Person in any way for any reason, without the express prior written permission of the Defendants. Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel.
 - iii. Within ten (10) days of such termination having occurred, the Claims Administrator shall return to the Defendants the Settlement Amount, including any interest earned on the Settlement Amount from the date of deposit into the Escrow Account, less the Notice Expenses and Claim Administration Expenses.

4. Survival of Provisions After Termination

- a) If this Settlement Agreement is terminated the provisions of Sections 2 and 11 and the Definitions (in Section 1 herein), shall survive the termination and continue in full force and effect.
- b) The Definitions shall survive only for the limited purpose of the interpretation and implementation of the remaining provisions within the meaning of this Settlement Agreement, but for no other purposes.
- c) All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately. The Parties expressly reserve all of their respective rights if this Settlement Agreement does not become

effective or if this Settlement Agreement is terminated.

SECTION 12. RELEASES AND DISMISSALS

1. Release of Releasees

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

2. No Further Claims

- a) The Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto.

3. Dismissal of Other Actions

- a) Ontario Class Counsel confirms that they have entered into an agreement with counsel in the proposed class action filed by Siobhan Snyder and Kristina Milisic in Alberta, bearing Court File Number 1701-03651 for the dismissal, with prejudice and without costs, of that proceeding upon approval of the Settlement by the Courts and the dismissal of the proposed class action in Alberta is a requirement of this Settlement.
- b) The Defendants are responsible for seeking dismissal of any other individual action commenced by any Settlement Class Member in Canada, and acknowledge that Class Counsel have no control or responsibility over the commencement, prosecution, continuation, discontinuance, or dismissal of those actions.

4. No Further Litigation

- a) Class Counsel, and anyone currently or hereafter employed by, associated with, or in partnership with Class Counsel, may not directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person which relates to or arises from the Released Claims. However, this section shall not be operative to the extent that it is inconsistent with applicable rules of professional conduct under Rule 3.2-10 of the Code of Professional Conduct for British Columbia.
- b) Moreover, these Persons may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or unless ordered to do so by a court.

SECTION 13. MISCELLANEOUS**1. Motions for Directions**

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

2. Motions on Notice

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

3. Headings, etc.

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

4. Computation of Time

- a) In the computation of time in this Settlement Agreement, except where a contrary intention appears,
 - i. where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
 - ii. only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

5. Governing Law

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

6. Exhibits

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

7. Waiver

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

8. Amendments

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

9. Binding Effect

- a) This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Defendants, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasers.

10. Counterparts

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

11. Negotiated Agreement

- a) This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect.

- b) The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

12. Language

- a) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; *les Parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais*. The Defendants have agreed to translate from English to French all settlement related materials, including, but not limited to the Settlement Agreement and all attached Exhibits, at their own expense. In the event of any dispute as to the interpretation or application of this Settlement Agreement, the English version shall prevail.

13. Transaction

- a) This Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Québec*, CQLR c CCQ-1991 and the Parties are hereby renouncing to any errors of fact, of law and/or of calculation.

14. Recitals

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

15. Acknowledgements

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

16. Authority of Class Counsel

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

17. Authorized Signatures

- a) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.
- b) Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiffs:

Joel P. Rochon
Rochon Genova LLP
900 - 121 Richmond St , Toronto, ON
M5H 2K1
Tel: 416.363.1867
Fax: 416.363.0263
jrochon@rochongenova.com

Jeff Orenstein
Consumer Law Group Inc.
1030 rue Berri, Suite 102 Montréal, Québec,
H2L 4C3
Telephone: 514.266.7863 ext. 2
Telecopier: 514.868.9690
jorenstein@clg.org

For Otsuka Defendants:

Randy C. Sutton
Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000 Toronto ON
M5K 1E7 Tel: 416.216.4046
Fax: 416.216.3930
randy.sutton@nortonrosefulbright.com

Marianne Ignacz

INF Avocats | Barristers
3rd Floor – 255 Rue St-t Jacques
Montreal PZ. H2Y 1M6
Tel: 514.312.0293
Fax: 514.312.0292
mignacz@infavocats.com

For BMS Defendants:

S. Gordon McKee & Robin D. Linley
Blake, Cassels & Graydon LLP
Barristers & Solicitors
199 Bay Street, Suite 4000 Commerce Court West Toronto, ON
M5L 1A9
Tel: 416.863.3884
Fax: 416.863.2653
robin.linley@blakes.com
gordon.mckee@blakes.com

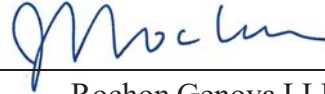
For Lundbeck Defendants:

Frank J. McLaughlin
McCarthy Tetrault LLP 6
6 Wellington Street West Suite 5300,
TD Bank Tower Box 48 Toronto, ON
M5K 1E6 Tel: 416.362.1812
Fax: 416.868.0673
fmclaugh@mccarthy.ca

18. Date of Execution

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

ROCHON GENOVA LLP



Rochon Genova LLP
For the Plaintiffs Matthew Kirsh,
Gayle Kirsh, Gabriel Critchfield,
Diana Senis, Sureka Ramdeo,
Mohan Seenauth, and Dhanesri
Persaud

CONSUMER LAW GROUP INC.



Consumer Law Group Inc.
Per: Jeff Orenstein
For the Plaintiff Steven Scheer

**NORTON ROSE FULBRIGHT
CANADA LLP**



Norton Rose Fulbright
Canada LLP For the Otsuka
Defendants

INF S.E.N.C.R.L LLP

INF S.E.N.C.R.L./LLP

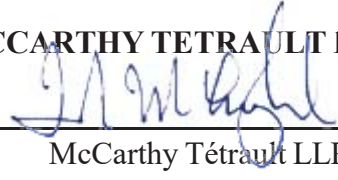
INF S.E.N.C.R.L. LLP
Lawyers For Otsuka
Canada

BLAKE, CASSELS & GRAYDON LLP



Blake, Cassels & Graydon
LLP For the BMS
Defendants

MCCARTHY TETRAULT LLP

A handwritten signature in blue ink, appearing to read "J. M. Tetrault", is written over a horizontal line.

McCarthy Tétrault LLP
For the Lundbeck Defendants

Exhibit “A”

CANADIAN ABILIFY® AND ABILIFY MAINTENA® CLASS ACTION SETTLEMENT

Claim Package

This Claim Package contains:

- a Privacy Statement;
- instructions for Class Members and their legal representatives (if applicable); and
- a Claim Form.

PRIVACY STATEMENT

Personal Information regarding Class Members is collected, used, and retained by the Claims Administrator pursuant to the *Personal Information Protection and Electronics Documents Act*, S.C. 2000, c.5 (“PIPEDA”):

- for the purpose of operating and administering the Canadian ABILIFY® and ABILIFY MAINTENA® Settlement Agreement (“Settlement”);
- to evaluate and consider the Class Member’s eligibility under the Settlement; and
- is strictly private and confidential and will not be disclosed without the express written consent of the Class Member except as provided for in the Settlement.

INSTRUCTIONS FOR CLASS MEMBERS

If you are completing this Claim Package PRIOR to the Courts’ approval of the Settlement, PLEASE NOTE that no Claims will be processed unless and until the Settlement has been approved by both the Ontario and Québec Courts.

Unless otherwise indicated in this document, capitalized terms have the meanings set out in the Settlement.

These instructions provide basic guidelines for submitting claims under the Settlement. In the event of any disagreement between these instructions and the Settlement, the Settlement shall prevail. For more detailed information, please refer to the Settlement Agreement that can be

viewed or downloaded at abilifyclassactionsettlement.com or the website of Class Counsel, [Rochon Genova LLP](#) and [Consumer Law Group Inc.](#)

To establish your right to benefits under the terms and conditions of the Settlement, a completed Claim Package must be submitted to the Claims Administrator, which shall consist of:

- a completed and signed Claim Form;
- prescription records and/or medical records;
- Documentation relevant to Compulsive Behaviours or Impulse Control Behaviours where a claim for Psychological Harm, Severe and/or Residual Catastrophic Injury is made;
- Gambling Records and/or Financial Records where a claim for financial loss is made;
- Family Class Member(s)' records where Family Class Members claims are made; and
- all other required documentation as described in this document.

All completed Claim Packages must be submitted to the Claims Administrator or postmarked no later than **DATE, at the following address:**

**Attention: Canadian ABILIFY® and ABILIFY
MAINTENA®**

Class Action Settlement

MNP Ltd. – Class Actions Claims Administration

2000, 112 - 4th Avenue SW

Calgary, AB, T2P 0H3

abilifysettlement@mnp.ca

Toll-Free: 1 (855) 653-0027

Class Members who have not opted out and who do not submit a completed Claim Package to the Claims 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 Defendants or other Released Parties with respect to any alleged Compulsive Behaviours or Impulse Control Disorders caused by ABILIFY® and ABILIFY MAINTENA® and any other Released Claim.

If you require assistance or advice regarding completion of the Claim Package or have any questions related to your claim, you may contact Class Counsel or the Claims Administrator:

Class Counsel	Claims Administrator
ROCHON GENOVA LLP	MNP Ltd. – Class Actions Claims

<p>Tel: (416) 363-1867 1-800-462-3864 contact@rochongenova.com</p> <p>CONSUMER LAW GROUP INC. Tel: 1 (888) 909-7863 (514) 266-7863 (613) 627-4894 abilify@clg.org</p>	<p>Administration</p> <p>1-800-538-0009 abilifysettlement@mnp.ca</p>
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Alternatively, you may retain legal counsel at your own expense. **Class Members who retain lawyers or agents in making their claims under the Settlement shall be solely responsible for the fees and expenses of such lawyers or agents.**

Class Members may communicate with the Claims Administrator and obtain forms in either English or French. Class Members (or their lawyers/agents) should advise the Claims Administrator of any changes or corrections in the address, name, phone number or legal representation.

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

**CANADIAN ABILIFY® AND ABILIFY MAINTENA® SETTLEMENT
CLAIM FORM**

Strictly Private and Confidential

Section 1 – Class Member Identification

I am making a claim as a:

- Class Member** (the person who used ABILIFY® and/or ABILIFY MAINTENA®)
- Representative of a Class Member** (a person who is the representative of a Class Member who is deceased, a minor and/or otherwise under a legal disability, including an individual with legal control over the Class Member's financial and property interest)
- Lawyer or agent for the Class Member**

Section 2 – Class Member Identification

This section is to be completed by or on behalf of the Class Member. Please NOTE: If someone else has legal control over your property or finances, they MUST complete and submit Section 3 for your Claim to be processed.

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 of Class Member – Identification

This section is to be completed only if you are submitting a claim as the Representative of a Class Member. You MUST provide proof of your authority to act as the Representative of a Class Member. Before completing this section, you MUST complete Sections 1 and 2 to identify yourself and the Class Member that you are representing.

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., long-form 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.)
- Deceased**
Please enclose a copy of your authority to act (i.e., will, death certificate, probate order, etc.)

Legal Representative's 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 – Family Class Member Claims

This section is to be completed by eligible Family Class Members. Eligible Family Class Members are spouses, children, parents, grandparents, brothers, and sisters of a Class Member by or for whom a claim is being advanced under the Settlement. If the Family Class Member is a minor, under a legal disability or deceased, this section may be completed by someone with authority to act on their behalf.

Please note that a Family Class Member is only entitled to claim compensation if the Class Member has not opted out of the class action **and** is submitting a claim to receive benefits under the Settlement.

Please include document(s) demonstrating proof of each Family Class Member’s relationship to the Class Member and, where the Family Class Member is a minor, under a legal disability or deceased, please include document(s) demonstrating proof of your authority to act (e.g., marriage certificate, long-form birth certificate, baptismal papers, separation agreement, custody judgment, divorce judgment or affidavit, will or other document confirming your authority to act).

Before completing this section, you MUST complete Sections 1 and 2 to identify the Class Member who is entitled to make a claim. If there is/are more than one Family Class Member making a claim, please copy this section and have each eligible Family Class Member provide the requested information and submit this information along with your Claim Package.

Relationship to Class Member: _____

Family Class Member Last Name: _____ First Name: _____

Address _____ P.O. Box _____

City _____ Province _____ Postal Code _____

Birth Date: Year _____ Month _____ Day _____

Home Phone _____ - _____ - _____ Work Phone _____ - _____ - _____

Fax _____ - _____ - _____ E-mail _____

Signature of Family Class Member:

Section 5 – Legal Representative Identification

This section is to be completed ONLY IF a lawyer or agent is representing the Class Member.

Name of Law Firm or Agency _____

Lawyer's or Agent's Last Name: _____ First Name: _____

Address _____ P.O. Box _____

City _____ Province _____ Postal Code _____

Phone - _____ - _____ Fax _____ - _____ - _____

E-mail _____

Provincial Law Society Number (if applicable) _____

NOTE: If you complete Section 5 above, all correspondence will be sent to the Class Member's legal representative, who must notify the Claims Administrator of any change in mailing address. If you change your legal representation or cease to retain your legal representative, you must notify your former legal representative and the Claims Administrator in writing.

Section 6 – Products Prescribed and Used

Please indicate whether the Class Member was prescribed or provided with free sample packages of any or all of the following:

ABILIFY® YES NO

ABILIFY MAINTENA® YES NO

You must provide **all available prescription records and/or medical records** for the period of the Class Members' usage of ABILIFY® and/or of ABILIFY MAINTENA® to prove that the Class Member was prescribed and/or provided ABILIFY® and/or ABILIFY MAINTENA®. You must provide **one or more** of the following forms of documentary support set out below:

- a) pharmacy records reflecting the dispensing of ABILIFY® and/or ABILIFY MAINTENA® to the Class Member, including the dosage and date(s) of same;

AND/OR

- b) all insurance records reflecting the Class Member's purchase of ABILIFY® and/or ABILIFY MAINTENA®, including the dosage and dates of same, if available;

AND/OR

- c) medical records reflecting the prescription and/or provision (samples) of ABILIFY® and/or ABILIFY MAINTENA® to the Class Member, along with the dosage and dates of same;

OR

- d) in extraordinary circumstances only, to be determined by the Claims Administrator, if none of the above records are available, a declaration signed by the Class Member's physician attesting to the Class Member having been prescribed and/or provided with ABILIFY® and/or ABILIFY MAINTENA®, including the dosage and dates of same, **AND** a declaration by the Class Member (or the Class Member's representative) that the Class Member was prescribed and/or provided with ABILIFY® and/or ABILIFY MAINTENA®, along with the dosage and dates of same, and attesting that they have made reasonable best efforts to obtain the above records and providing the reason why such records could not be obtained.

Section 7 –Psychological Harm

Please indicate the Class Member’s alleged **Compensable Injury** which forms the basis of this claim along with date(s) of diagnosis and/or treatment (you may check all that apply but note that compensation is only available once per claim, at the highest confirmed injury level, regardless of the number of potential Compensable Injuries). Please note that this information is intended to assist with the review of your Claim Package. The Claims Administrator is entitled to make any and all determinations in respect of the appropriate Compensable Injury following its review of the Class Member’s Mandatory medical records:

1) Mild:

- The Class Member took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **1-6 months and** experienced one or more of the following Compulsive Behaviours or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY® and/or receiving injections of ABILIFY MAINTENA® (check all that apply):
- | | | |
|----------------------------------------------|-------------------------------------|----|
| <input type="checkbox"/> Compulsive gambling | <input type="checkbox"/> Compulsive | or |
| <input type="checkbox"/> Hypersexuality | Uncontrollable | |
| <input type="checkbox"/> Binge eating | shopping | |

DATES DURING WHICH BEHAVIOURS OCCURRED:

- A signed attestation (**Section 7A**) that the Class Member took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **1-6 months and** experienced one or more of the above Compulsive Disorders or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY® and/or receiving injections of ABILIFY MAINTENA®.

2) Moderate:

- The Class Member took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **more than 6 months and** experienced one or more of the following Compulsive Behaviours or Impulse Control Disorders (check all that apply) while or after taking ABILIFY® and/or receiving injections of ABILIFY MAINTENA®:
- | | |
|----------------------------------------------|----------------------------------------------------------------|
| <input type="checkbox"/> Compulsive gambling | <input type="checkbox"/> Compulsive or Uncontrollable shopping |
| <input type="checkbox"/> Hypersexuality | |
| <input type="checkbox"/> Binge eating | |

DATES DURING WHICH BEHAVIOURS OCCURRED:

A signed attestation (**Section 7A**) from the Class Member that they took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **more than 6 months and** experienced one or more Compulsive Behaviours or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®.

OR

- The Class Member took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **1-6 months and**, while on or within 3 months of discontinuing their use of ABILIFY® and/or receiving injections of ABILIFY MAINTENA®, experienced one or more of the following Compulsive Behaviours or Impulse Control Disorders of such severity that treatment or counselling was sought for the Compulsive Behaviours or Impulse Control Disorders in question (check all that apply):
- | | |
|----------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Compulsive gambling | <input type="checkbox"/> Binge eating |
| <input type="checkbox"/> Hypersexuality | <input type="checkbox"/> Uncontrollable shopping |

Please identify and attach medical records specifying the form of treatment or counselling sought or provided and the specific Compulsive Behaviour or Impulse Control Disorders for which treatment or counselling was sought or provided. If the treatment in question was not covered by provincial health insurance, attach receipts or confirmation of payment. Check all forms of applicable treatment or counselling:

- | | |
|------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Gambling counselling | <input type="checkbox"/> Binge eating clinic |
| <input type="checkbox"/> Hypersexuality clinic | <input type="checkbox"/> Uncontrollable shopping clinic |

DATES DURING WHICH BEHAVIOURS OCCURRED:

DATES DURING WHICH SPECIALIZED COUNSELLING OR TREATMENT WAS SOUGHT OR RECEIVED:

A signed attestation (**Section 7A**) from the Class Member that they took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **1-6 months** and, while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®, they experienced one or more Compulsive Disorders or Impulse Control Disorders of such severity that treatment or counselling was sought for the Compulsive Behaviours or Impulse Control Disorders in question.

3) Severe:

- The Class Member took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **more than 6 months** and experienced one or more of the below Compulsive Behaviours or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA® (check all that apply):

Gambling counselling

Binge eating clinic

Hypersexuality clinic

Uncontrollable shopping clinic

AND

- The Class Member experienced bankruptcy, divorce, re-mortgaging of a property, and/or criminal prosecution for fraud, theft, etc. contemporaneous to or after experiencing Compulsive Behaviours and/or Impulse Control Disorders, check all that apply:

Declaration of Bankruptcy

Re-mortgaging a property

Divorce

Criminal prosecution

Other _____

Identify and attach records demonstrating that you experienced the Compulsive Behaviours or Impulse Control Behaviours (e.g. gambling records, such as ATM withdrawals at casinos, self-exclusion from a casino, credit card or banking statements showing payments for gambling, medical records referencing the Compulsive Behaviours, or medical records or counselling records documenting that treatment was sought for Compulsive Behaviours or Impulse Control Disorders), together with a signed attestation available under **Section 7A** that you experienced the Compulsive Behaviours or Impulse Control Disorders and experienced bankruptcy, divorce, re-mortgaging of a property, and/or criminal prosecution for fraud, theft, etc. contemporaneous to or after experiencing the Compulsive Behaviours and/or Impulse Control Disorders

AND

Documentary evidence of bankruptcy, divorce, re-mortgaging of a property, and/or criminal prosecution for fraud, theft, etc. contemporaneous to or after experiencing Compulsive Behaviours and/or Impulse Control Disorders, check all that apply:

- Declaration of Bankruptcy
- Divorce
- Re-mortgaging a property
- Criminal prosecution
- Other _____

DATES DURING WHICH BEHAVIOURS OCCURRED:

DATES OF BANKRUPTCY, DIVORCE, RE-MORTGAGING OF A PROPERTY, AND/OR CRIMINAL PROSECUTION FOR FRAUD, THEFT, ETC.:

OR/ AND (if applicable)

- The Class Member experienced one or more of the following Compulsive Behaviours or Impulse Control Disorders for **more than 6 months** while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®, and the Compulsive Behaviours or Impulse Control Disorder were of such severity that treatment or counselling was sought for the Compulsive Behaviours or Impulse Control Disorders in question **for more than 6 months** (check all that apply):

Compulsive gambling

Hypersexuality

- Binge eating
- Uncontrollable

shoppin

Identify and attach records demonstrating that the Class Member experienced Compulsive Behaviours or Impulse Control Disorders (e.g. gambling records, such as ATM withdrawals at casinos, self-exclusion from a casino, credit card or banking statements showing payments for gambling, medical records referencing the compulsive behaviors, or medical records or counselling records documenting that treatment was sought for Compulsive Behaviours or Impulse Control Disorders), together with a signed attestation, available under **Section 7A**, that you experienced the Compulsive Behaviours or Impulse Control Disorders of such severity that treatment or counselling was sought for the Compulsive Behaviours or Impulse Control Disorders in question **for more than 6 months**. Check all forms of applicable treatment or counselling:

- Gambling counselling
- Hypersexuality clinic
- Binge eating clinic
- Compulsive or Uncontrollable shopping clinic

Identify and attach medical records specifying the form of treatment or counselling sought or provided and the specific Compulsive Behaviour or Impulse Control Disorders for which treatment or counselling was sought or provided. If the treatment in question was not covered by provincial health insurance, attach receipts or confirmation of payment. Check all forms of applicable treatment or counselling:

- Gambling counselling
- Hypersexuality clinic
- Binge eating clinic
- Uncontrollable shopping clinic

DATES DURING WHICH BEHAVIOURS OCCURRED:

DATES DURING WHICH SPECIALIZED COUNSELLING OR TREATMENT WAS SOUGHT OR RECEIVED:

7A – CLASS MEMBER’S ATTESTATION

MILD:

- The Class Member took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **1-6 months and** experienced one or more of the following Compulsive Behaviours or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA® (check all that apply):
 - Compulsive gambling
 - Hypersexuality
 - Binge eating
 - Compulsive or Uncontrollable shopping

MODERATE:

- The Class Member took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **more than 6 months and** experienced one or more of the following Compulsive Behaviours or Impulse Control Disorders (check all that apply) while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®:
 - Compulsive gambling
 - Hypersexuality
 - Binge eating
 - Compulsive or Uncontrollable shopping

- The Class Member took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **1-6 months and**, while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®, experienced one or more of the following Compulsive Behaviours or Impulse Control Disorders of such severity that treatment or counselling was sought for the Compulsive Behaviours or Impulse Control Disorders in question (check all that apply):
 - Gambling counselling
 - Hypersexuality clinic
 - Binge eating clinic
 - Uncontrollable shopping clinic

SEVERE:

- Th Class Member took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **more than 6 months** and experienced one or more of the below Compulsive Behaviours or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA® (check all that apply):
- Compulsive gambling
 - Hypersexuality
 - Binge eating
 - Uncontrollable shopping

AND

- The Class Member experienced bankruptcy, divorce, re-mortgaging of a property, and/or criminal prosecution for fraud, theft, etc. contemporaneous to or after experiencing Compulsive Behaviours and/or Impulse Control Disorders (check all that apply):
- Declaration of Bankruptcy
 - Divorce
 - Re-mortgaging a property
 - Criminal prosecution
 - Other _____

OR/AND (if applicable)

- While on or within 3 months of discontinuing my use of ABILIFY® or receiving injections of ABILIFY MAINTENA®, the Class Member experienced one or more of the following Compulsive Behaviours or Impulse Control Disorders **for more than 6 months** of such severity that treatment or counselling was sought for the Compulsive Behaviours or Impulse Control Disorders in question **for more than 6 months** (check all that apply):
- Compulsive gambling
 - Hypersexuality
 - Binge eating
 - Uncontrollable shopping

Attestation

The undersigned attests, under penalty of law, that the information provided in this Claim Form is true and correct to the best of his/her knowledge, information and belief.

Signature of Class Member or their Representative

Date: _____
DD/MM/YYYY

Section 8 –Financial Loss

This section only applies if you are submitting a claim for a Class Member’s alleged financial loss. A total of \$1.5 million dollars has been set aside to compensate eligible Class Members for their financial losses, and will be distributed *pro rata* among Class Members who submit claims with priority given to those who submit documentation in support of their claims relating to gambling losses.

If you are claiming compensation for financial harm relating to compensable gambling losses or a loan relating to gambling losses, please complete this section and attach the requested Gambling Records and Financial Records.

1) Compensable gambling losses

- Please attach **all available** Gambling Records for all venues at which gambling took place. This documentation must show the gambling activities at each venue. Gambling venues include casinos, online gambling websites, and any other venue in which the at issue gambling occurred whether in person or virtually. Supportive documentation may include, but is not limited to, records of gambling counselling, ATM withdrawal at casinos, credit card or banking statements showing payments for gambling, together with a signed attestation by the Class Member or their legal representative, available at **Section 8A**, of the net amount of any gambling losses.
- Please indicate if the Class Member was taking any other prescription medications with dopamine agonist properties while the at issue gambling occurred. Such medications include, but are not limited to, the following (please check all that you were taking when the at issue gambling occurred):
 - Pramipexole (Mirapex)
 - Ropinirole (Requip)
 - Pergolide (Permax)
 - Other (please fill in): _____

2) Compensable income loss

- Please attach
 - i) documentation to demonstrate that the Class Member experienced the Compulsive Behaviours (gambling records, such as ATM withdrawals at casinos, self-exclusion from a casino, credit card or banking statements showing payments for gambling, or medical records or counselling records documenting that treatment was sought for Compulsive Behaviours, together with a signed attestation that you

experienced the Compulsive Behaviours);

and

- ii) records of any income loss if your Compulsive Behaviours or Impulse Control Disorders resulted in termination or loss of employment, including: the applicable employment agreement and income tax returns for the two years preceding the termination. Please also submit the Class Member Attestation **and/or** the Employer's Attestation available below under **Section 8B**, describing the reason for termination of employment.

3) Compensable loan losses

Please attach:

- i) documentation to demonstrate that the Class Member experienced the Compulsive Behaviours (gambling records, such as ATM withdrawals at casinos, self-exclusion from a casino, credit card or banking statements showing payments for gambling, or medical records or counselling records documenting that treatment was sought for Compulsive Behaviours, together with a signed attestation that you experienced the Compulsive Behaviours);

and

- ii) all available financial records related to any loan for which compensation is sought. If the loan is from a financial institution, this must include a current statement of account for the loan. If the loan is from a private lender, friend, or family member, please provide an attestation from the lender, under penalty of law, confirming: the balance of the loan outstanding, the loan principal, accrued interest to date, and an account of all payments toward the loan received to date.

Section 8A – Class Member’s Attestation Regarding Gambling Losses

Attestation

The undersigned attests, under penalty of law, that the Class Member

- a) Took ABILIFY® and/or received injections of ABILIFY MAINTENA® and experienced Compulsive Gambling while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®;

AND

- b) Suffered gambling losses in the net amount of approximately_____.

Signature of Class Member or
their Representative

Date: _____
DD/MM/YYYY

Section 8B – Compensable Income Loss

This section **only** applies if you are submitting a claim for a Class Member's compensable income loss.

If you are claiming compensation for a Class Member's income loss if their Compulsive Behaviours or Impulse Control Disorders resulted in their termination or loss of employment, please complete the Class Member and/or the Employer's Attestation below and attach the requested documents.

- i) attach **complete** records of any income loss if the Class Member's Compulsive Behaviours or Impulse Control Disorders resulted in termination or loss of employment, including: the applicable employment agreement and income tax returns for the two years preceding the termination;

AND

- ii) have the Class Member and/or the Class Member's Representative fill out the attestation below confirming termination of employment and the reason for termination, **or** provide the Employer's Attestation.

CLASS MEMBER'S ATTESATION

Information About Employer

Business Name: _____

Address: _____ P.O. Box _____

City _____ Province _____ Postal Code _____

Phone _____ - _____ - _____ E-mail _____

Information About Class Members' Employment

Duration (Dates) of Class Member's Employment _____

Description of Class Member's Job Duties and Renumeration: _____

Date of Termination: _____

Reason(s) for Termination:

Attestation

The undersigned attests, under penalty of law, that the Class Member's Compulsive Behaviours or Impulse Control Disorders and resulting behaviour was the cause of their termination.

Signature of Class Member or their Representative

Date: _____
DD/MM/YYYY

EMPLOYER'S ATTESATION

Should the Class Member elect to submit the Employer Attestation, and if the Class Member experienced termination or loss of employment by more than one employer, this section should be completed separately by each employer.

Information About Employer

Last Name: _____ First Name _____

Business Name: _____

Relationship to Class Member: _____

Address: _____ P.O. Box _____

City _____ Province _____ Postal Code _____

Phone _____ - _____ - _____ E-mail _____

Information About Class Members' Employment

Duration (Dates) of Class Member's Employment _____

Description of Class Member's Job Duties and Renumeration: _____

Date of Termination: _____

Reason(s) for Termination:

Attestation

The undersigned attests, under penalty of law, that that the information provided in this Attestation is true and correct to the best of their knowledge, information and belief.

Signature of Employer

Date: _____
DD/MM/YYYY

Section 9 – Class Member Declaration

This Section is to be completed by the Class Member, the Representative of the Class Member or the Legal Representative of the Class Member.

The undersigned hereby consent(s) to the disclosure of the information contained herein to the extent necessary to process this claim for benefits. The undersigned acknowledges and understands that this Claim Form is an official Court document approved by the Ontario and Québec Courts that preside over the Settlement, and submitting this Claim Form to the Claims Administrator is equivalent to filing it with a Court.

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

Signature

Date _____
DD/MM/YYYY

Section 10 –Physician Declaration

This Section is to be completed ONLY if you were UNABLE to obtain and provide the prescription records and/or medical records required by Section 6 above.

I solemnly declare that:

1. I am a physician licensed to practice medicine in the province of_____.

2. I am/was a treating physician for_____ (Class Member) and I hereby attest that the Class Member was prescribed and/or provided with ABILIFY® and or ABILIFY MAINTENA® as follows:

ABILIFY® YES NO

Date(s), duration and dosage(s):_____

ABILIFY MAINTENA® YES NO

Date(s), duration and dosage(s):_____

Signature of Physician_____Date_____

Name of Physician_____

CPSO# (or equivalent)_____

Address: _____

Telephone Number: _____

Exhibit “B”

DISTRIBUTION PROTOCOL

Under the Settlement, Class Members may be entitled to compensation for Compensable Injury, including eligible Psychological Harm and Financial Loss. Eligibility to receive compensation under the Settlement, including the specific category or categories of Compensable Injury for which a Class Member qualifies, will be determined by the Claims Administrator. The Settlement Fund Less Class Counsel Fees, Disbursements, Payment to Public Health Insurance Claims, Claims Administration Expenses, Honoraria, Referee Fees and Applicable Taxes is to be distributed per category is detailed in the Distribution Grid set out below, and is subject to a *pro rata* adjustment based on the number of Class Members who qualify for compensation in each category.

The categories of compensation and their requirements are as follows:

Psychological Harm

1) Mild:

- The Class Member took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **1-6 months and** experienced one or more of the following Compulsive Behaviours or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®:
 - Compulsive gambling
 - Hypersexuality
 - Binge eating
 - Uncontrollable shopping
- The Class Member provided a signed attestation that they took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **1-6 months and** experienced one or more of the above Compulsive Disorders or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®.

2) Moderate:

- The Class Member took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **more than 6 months and** experienced one or more of the following Compulsive Behaviours or Impulse Control Disorders (check all that apply) while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®:
 - Compulsive gambling
 - Hypersexuality
 - Binge eating
 - Uncontrollable shopping

- The Class Member provided a signed attestation (**Section 7A of the Claim Form**) that they took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **more than 6 months and** experienced one or more Compulsive Behaviours or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®.

OR

- The Class Member took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **1-6 months and**, while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®, experienced one or more of the following Compulsive Behaviours or Impulse Control Disorders of such severity that treatment or counselling was sought for the Compulsive Behaviours or Impulse Control Disorders in question:

- | | |
|----------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Compulsive gambling | <input type="checkbox"/> Binge eating |
| <input type="checkbox"/> Hypersexuality | <input type="checkbox"/> Uncontrollable shopping |

The Class Member attached medical records specifying the following forms of treatment or counselling were sought or provided. If the treatment in question was not covered by provincial health insurance, the Class Member attached receipts or confirmation of payment for:

- | | |
|------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Gambling counselling | <input type="checkbox"/> Binge eating clinic |
| <input type="checkbox"/> Hypersexuality clinic | <input type="checkbox"/> Uncontrollable shopping clinic |

- The Class Member provided a signed attestation (**Section 7A**) that the Class Member took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **1-6 months and**, while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®, experienced one or more Compulsive Disorders or Impulse Control Disorders of such severity that treatment or counselling was sought for the Compulsive Behaviours or Impulse Control Disorders in question.

3) Severe:

- a) The Class Member took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **more than 6 months and** experienced one or more of the below Compulsive Behaviours or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA® (check all that apply), and experienced bankruptcy, divorce, re-mortgaging of a property, and/or criminal prosecution for fraud, theft, termination or loss of employment, contemporaneous to experiencing Compulsive Behaviours and/or

Impulse Control Disorders

Compulsive gambling

Binge eating

Hypersexuality

Uncontrollable shopping

The Class Member attached records demonstrating they experienced the Compulsive Behaviours or Impulse Control Disorders (e.g. gambling records, such as ATM withdrawals at casinos, self-exclusion from a casino, credit card or banking statements showing payments for gambling, or medical records or counselling records documenting that treatment was sought for Compulsive Behaviours or Impulse Control Disorders).

The Class Member attached records demonstrating bankruptcy, divorce, re-mortgaging of a property, and/or criminal prosecution for fraud, theft, termination or loss of employment, etc. contemporaneous to experiencing Compulsive Behaviours and/or Impulse Control Disorders, check all that apply:

Declaration of Bankruptcy

Re-mortgaging a property

Divorce

Criminal prosecution

Other _____

The Class Member provided a signed attestation (**Section 7A of the Claim Form**) that they took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **more than 6 months**, experienced one or more Compulsive Behaviours or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®, **and** experienced bankruptcy, divorce, re-mortgaging of a property, and/or criminal prosecution for fraud, theft, etc. contemporaneous to or after experiencing Compulsive Behaviours and/or Impulse Control Disorders

OR/ AND (if applicable)

b) While on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®, the Class Member experienced one or more of the following Compulsive Behaviours or Impulse Control Disorders for **more than 6 months** of such severity that treatment or counselling was sought for the Compulsive Behaviours or Impulse Control Disorders in question **for more than 6 months**:

Compulsive gambling

Hypersexuality

Binge eating

Uncontrollable shopping

- The Class Member attached records demonstrating they experienced the Compulsive Behaviours or Impulse Control Disorders (e.g. gambling records, such as ATM withdrawals at casinos, self-exclusion from a casino, credit card or banking statements showing payments for gambling, or medical records or counselling records documenting that treatment was sought for Compulsive Behaviours or Impulse Control Disorders).
- The Class Member attached records specifying the form of treatment or counselling sought or provided. If the treatment in question was not covered by provincial health insurance, the Class Member attached receipts of same:
 - Gambling counselling
 - Hypersexuality clinic
 - Binge eating clinic
 - Uncontrollable shopping
- The Class Member provided a signed attestation (**Section 7A of the Claim Form**) that they took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **more than 6 months and**, while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®, experienced one or more of the Compulsive Behaviours or Impulse Control Disorders of such severity that treatment or counselling was sought for the Compulsive Behaviours or Impulse Control Disorders in question **for more than 6 months**.

4) Residual Catastrophic Injury:

- The Class Member provided documentary evidence demonstrating that, in addition to claiming under the Mild, Moderate or Severe Psychological Harm categories they:
 - i) experienced catastrophic physical or psychological consequences of Compulsive Behaviours or Impulse Control Disorders alleged to have been caused by the use of ABILIFY® and/or ABILIFY MAINTENA®, including but not limited to: contracting HIV, Hepatitis, or a non-treatable STI (sexually transmitted infection) as a result of hypersexuality, suicidality and related hospitalization related to Compulsive Behaviours or Impulse Control Disorders and their consequences.

Financial Harm

1) Compensable gambling losses

- The Class Member provided all available documentation capable of showing gambling activity at each venue where gambling took place. In the aggregate between these venues, the Class Member suffered a net gambling loss of an amount specified.

- The Class Member confirmed that when the at issue gambling occurred, they were not taking any other dopamine agonist medications, including but not limited to:
 - Pramipexole (Mirapex)
 - Ropinirole (Requip)
 - Pergolide (Permax)
 - Other

2) Compensable income loss

- The Class Member provided documentation for entitlement to compensation for termination or loss of employment.

3) Compensable loan losses

- The Class Member provided documentation for entitlement to compensation for compensable loan losses.

- The Class Member provided complete Financial Records from relevant lenders, including the specific amounts borrowed.

Family Class Member Claims:

- The Family Class Member provided records demonstrating they are entitled to settlement benefits, including their relationship to the Class Member and the percentage of their entitlement.

Unless otherwise indicated herein, all capitalized terms have the meanings set out in the Settlement Agreement.

Distribution Grid: Estimated Settlement Fund Less Class Counsel Fees, Disbursements, Payment to Public Health Insurance Claims, Claims Administration Expenses, Honoraria, Referee Fees and Applicable Taxes, 900 Class Members¹

Categories²	Estimated Number of Class Members (% of Total)	Estimated Individual Claim Value	Estimated Aggregate Claim Value	Estimated Cap of Net Settlement Funds
Psychological: Mild	720 (80.0%)	\$3, 246.53	\$ 2,337,500	27.5%
Psychological: Moderate	144 (16%)	\$14,756.94	\$ 2,125,000	25%
Psychological: Severe	36 (4%)	\$42,500	\$ 1,530,000	18%
Compensation available for Catastrophic Injury: in addition to compensation available for Mild, Moderate, and Severe Psychological Harm: HIV Infection and incurable STIs, attempted suicide and hospitalization ³	5 of 900	\$42,500	\$ 212,500	2.5%
Eligible financial losses⁴	N/A	N/A	\$1,700,000	20%
Family Class Members (available to Family Members of Class Members who qualify for Psychological: Moderate and Severe)			\$595,000	7%
Total	900 (100.0%)	N/A	\$8,500,000 max	100.0%

¹ Class Counsel may apply to the Courts for any substantial variations to the distribution protocol.

² If there is under subscription to the settlement, excess funds will be distributed *pro rata*. If there is over subscription, claim values will be deducted from claimants *pro rata*.

³ If one or more such claimants with verifiable claims come forward and the settlement is fully or over subscribed, other claims will be reduced *pro rata* to compensate these claimants.

⁴ Any excess funds will be distributed to eligible claimants *pro rata*.

Exhibit “C”

Court File No. CV-16-553833-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

MATTHEW KIRSH and GAYLE KIRSH

Plaintiffs

– and –

BRISTOL-MYERS SQUIBB, BRISTOL-MYERS SQUIBB CANADA CO./LA SOCIÉTÉ
BRISTOL-MYERS SQUIBB, OTSUKA PHARMACEUTICAL CO., LTD., OTSUKA
CANADA PHARMACEUTICAL INC., OTSUKA AMERICA PHARMACEUTICAL, INC.,
OTSUKA AMERICA, INC., OTSUKA MARYLAND MEDICINAL LABORATORIES, INC.,
and OTSUKA PHARMACEUTICAL DEVELOPMENT & COMMERCIALIZATION, INC., H.
LUNDBECK A/S, and LUNDBECK CANADA INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION, made by the Plaintiffs, for an Order approving: (i) the Settlement Agreement reached between the Plaintiffs and the Defendants dated X (“Settlement Agreement”) a copy of which is attached as Schedule “X” to this Order; (ii) the Distribution Protocol attached as Schedule X to the Settlement Agreement (“Distribution Protocol”); (iii) Class Counsel’s Fees and Disbursements; and (d) honoraria for the Representative Plaintiffs in this action was heard this day.

ON READING the materials filed, including the Settlement Agreement entered into between the parties and on hearing the submissions of Class Counsel and Counsel for the Defendants and any objector who has objected pursuant to the terms of the Settlement Agreement,

AND ON BEING ADVISED that the deadline for objecting to the Settlement Agreement has passed;

AND ON BEING ADVISED that the Defendants have paid the Settlement Amount into the Escrow Account within 30 days of the Notice of Settlement Approval Hearings Date pursuant to section 4 of the Settlement Agreement;

AND ON BEING ADVISED that while the Settlement Agreement is entered on the basis that the settlement does not constitute an admission of liability, and the Defendants expressly deny liability and the truth of the Plaintiffs allegations, the parties having considered the risks and uncertainties associated with further proceedings and have consented to the Order requested;

AND ON BEING ADVISED that the Defendants take no position on the appropriateness of the Distribution Protocol and have had no role in its development or the categories of monetary compensation which may be available to Class Members under the Settlement Agreement;

1. **THIS COURT ORDERS** that, except as otherwise stated, the capitalized terms in this Order have the definitions set out in the Settlement Agreement;
2. **THIS COURT DECLARES THAT** the Settlement Agreement is fair, reasonable and in the best interests of the Class Members;
3. **THIS COURT ORDERS THAT** the Settlement Agreement is hereby approved pursuant to section 29(2) of the *Class Proceedings Act*, S.O. 1992, c. 6 (the “CPA”);
4. **THIS COURT ORDERS THAT** the full and final releases which are set out in the Settlement Agreement, including the releases by the Releasors and the Provincial Health Insurers

are approved and granted and shall forever and absolutely release the Releasees from the Released Claims and the claims of the Provincial Health Insurers as set out in the Settlement Agreement.

5. **THIS COURT ORDERS** that the Settlement Agreement shall be implemented in accordance with its terms;

6. **THIS COURT DECLARES** that Class Counsel Fees in the amount of \$X plus applicable taxes of \$X plus \$X in incurred disbursements, inclusive of applicable taxes (“Class Counsel Fees and Disbursements”), are fair and reasonable;

7. **THIS COURT ORDERS** that Class Counsel Fees and Disbursements are hereby approved pursuant to sections 32 and 33 of the *CPA*;

8. **THIS COURT ORDERS** that an Honoraria of \$10,000 shall be paid out of the Settlement Amount to each of the Representative Plaintiffs for the Abilify Class and the Abilify Maintenance Class in this action;

9. **THIS COURT ORDERS THAT** that the Settlement Approval Notice (Press Release), substantially in the form attached at Schedule X to the Settlement Agreement, is hereby approved;

10. **THIS COURT ORDERS THAT** the Settlement Approval Notice, attached at Schedule X to the Settlement Agreement, shall be disseminated and published in accordance with the Notice Plan, attached at Schedule X to the Settlement Agreement.

11. **THIS COURT ORDERS THAT** the Claim Form, substantially in the form attached at Schedule X to the Settlement Agreement, is hereby approved;

12. **THIS COURT ORDERS** that all provisions of the Settlement Agreement (including the Recitals and Definitions) form part of this Order and are binding on the Defendants in accordance with the terms thereof, and upon the Plaintiffs and all Class Members that did not opt out of this Action in accordance with the Order of the Ontario Superior Court of Justice in this Action dated **X**, including persons that are minors or mentally incapable;

13. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail;

14. **THIS COURT ORDERS** that compliance with requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, RRO 1990, Reg. 194 is hereby dispensed with;

15. **THIS COURT ORDERS** that the payment of \$368,750.00 (all inclusive) from the Settlement Fund for the benefit of the Public Health Insurers is hereby approved, and that this sum shall be deducted from the Settlement Fund at the start of the Claim Period, to be distributed amongst the provinces and territories proportionately based on population, in full satisfaction of the Public Health Insurers' claims;

16. **THIS COURT DECLARES** that the Distribution Protocol, in substantially the form attached to the Settlement Agreement as Schedule **X**, is fair and appropriate;

17. **THIS COURT ORDERS** that the Distribution Protocol is approved and that the Settlement amount shall be distributed in accordance with the terms of the Settlement Agreement and the Distribution Protocol following payment of Class Counsel Fees, payment of \$368,750.00 (all inclusive) to the Public Health Insurers, and Claims Administration Expenses;

18. **THIS COURT ORDERS** that the Plaintiffs and Defendants may, on notice to the Court, but without the need for further order of the Court, agree to reasonable extensions of time to carry out any provisions of the Settlement Agreement;

19. **THIS COURT ORDERS** that in the event that the Settlement Agreement is terminated in accordance with its terms, the Order shall be null and void, *nunc pro tunc*;

20. **THIS COURT ORDERS** that upon the Effective Date, the Action shall be dismissed against all Defendants with prejudice and without costs;

21. **THIS COURT ORDERS** that there be no costs on this motion.

THE HONOURABLE JUSTICE MORGAN

MATTHEW KIRSH, et al.
Plaintiffs

-and-

BRISTOL-MYERS SQUIBB, et al.
Defendants

Court File No.: CV-16-553833-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED IN
TORONTO

ORDER

ROCHON GENOVA LLP

Barristers • Avocats
121 Richmond Street West, Suite 900
Toronto, ON M5H 2K1

Joel P. Rochon (LSO #: 28222Q)
Golnaz Nayerahmadi (LSO #: 68204C)
Sarah J. Fiddes (LSO #: 84897H)

Tel: 416.363.1867
Fax: 416.363.0263

Lawyers for the Plaintiffs

SUPERIOR COURT
(Class Action)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N^o: 500-06-000831-160

DATE: , 2024

BY: THE HONOURABLE PIERRE NOLLET, J.S.C.

STEVEN SCHEER
Plaintiff

v.

BRISTOL-MYERS SQUIBB CANADA CO.
and
OTSUKA CANADA PHARMACEUTICALS INC.
Defendants

JUDGMENT
(SETTLEMENT APPROVAL)

[1] **CONSIDERING** Plaintiff's Application for Approval of: (a) the Settlement Agreement; (b) the Distribution Protocol; and (c) Class Counsel's Fees and Disbursements (the "Application");

[2] **CONSIDERING** the materials filed, including the Settlement Agreement entered into by the Parties as at August , 2024;

[3] **CONSIDERING** the submissions of counsel for the Plaintiff and counsel for the Defendants;

[4] **CONSIDERING** that by Judgment rendered on _____, 2024, this Court approved the Notice of Settlement Approval Hearings, both in English and in French, and the said notices were disseminated and published as ordered by this Court;

[5] **CONSIDERING** that the time for opting out has passed and there were _____ opt-outs;

[6] **CONSIDERING** that the deadline for objecting to the Settlement Agreement has passed and there were _____ objections to the Settlement Agreement;

[7] **CONSIDERING** that the Defendants have paid the Settlement Amount into the Escrow Account;

[8] **CONSIDERING** that the Application has been notified to the *Fonds d'aide aux actions collectives*;

[9] **CONSIDERING** that the Defendants take no position on the appropriateness of the Distribution Protocol and have had no role in its development or the categories of monetary compensation which may be available to Class Members under the Settlement Agreement;

[10] **CONSIDERING** that while the Settlement Agreement is entered on the basis that the settlement does not constitute an admission of liability, and the Defendants expressly deny liability and the truth of the Plaintiff's allegations, the parties having considered the risks and uncertainties associated with further proceedings and have consented to the Judgment requested;

[11] **CONSIDERING** article 590 of the *Code of Civil Procedure*;

POUR CES MOTIFS, LE TRIBUNAL :	FOR THESE REASONS, THE COURT:
[12] ACCUEILLE la présente Demande ;	GRANTS the present Application;
[13] DÉCLARE que, sauf indication contraire, les termes commençant par une majuscule dans le présent Jugement ont la définition qui leur est donnée dans l'Entente de règlement ;	DECLARES that for the purposes of this Judgment, the definitions set out in the Settlement Agreement apply to and are incorporated into this Judgment;
[14] DÉCLARE que l'Entente de règlement est juste, raisonnable et dans le meilleur intérêt des Membres du groupe ;	DECLARES that the Settlement Agreement is fair, reasonable and in the best interests of Class Members;

[15] APPROUVE l'Entente de Règlement en vertu de l'article 590 C.p.c. ;	APPROVES the Settlement Agreement pursuant to article 590 C.C.P.;
[16] DÉCLARE que l'Entente de règlement constitue une transaction au sens de l'article 2631 du <i>Code civil du Québec</i> ;	DECLARES that the Settlement Agreement constitutes a transaction within the meaning of article 2631 of the <i>Civil Code of Quebec</i> ;
[17] ORDONNE que l'Entente de règlement soit mise en œuvre conformément à ses termes ;	ORDERS that the Settlement Agreement shall be implemented in accordance with its terms;
[18] DÉCLARE que les Honoraires des avocats du groupe d'un montant de X \$ plus les taxes applicables de X \$ plus X \$ de débours encourus, y compris les taxes applicables (« Honoraires et débours des avocats du groupe »), sont justes et raisonnables ;	DECLARES that Class Counsel Fees in the amount of \$X plus applicable taxes of \$X plus \$X in incurred disbursements, inclusive of applicable taxes ("Class Counsel Fees and Disbursements"), as fair and reasonable;
[19] APPROUVE les Honoraires et débours des avocats du groupe en vertu de l'article 593 C.p.c. ;	APPROVES Class Counsel Fees and Disbursements pursuant to article 593 C.C.P.;
[20] APPROUVE la forme et le contenu de l'Avis d'approbation du règlement (Communiqué de presse), essentiellement dans la forme jointe à l'Annexe « X » de l'Entente de règlement ;	APPROVES the form and content of the Settlement Approval Notice (Press Release), substantially in the form attached as Schedule "X" to the Settlement Agreement;
[21] ORDONNE que l'Avis d'approbation du règlement soit publié et diffusé conformément au Plan de diffusion des avis, joint à Annexe X de l'Entente de règlement ;	ORDERS that the Settlement Approval Notice shall be published and disseminated in accordance with the Notice Plan, attached at Schedule X to the Settlement Agreement;
[22] ORDONNE que toutes les dispositions de l'Entente de règlement (y compris les Attendus et les Définitions) fassent partie de ce Jugement et soient contraignantes pour les Défendeurs conformément aux termes de celui-ci, et pour le Demandeur et tous les Membres du groupe qui ne se sont pas exclus de cette Action conformément au	ORDERS that all provisions of the Settlement Agreement (including the Recitals and Definitions) form part of this Judgment and are binding on the Defendants in accordance with the terms thereof, and upon the Plaintiff and all Class Members that did not opt out of this Action in accordance with the Judgment of this

Jugement de ce Tribunal daté du X, y compris les personnes mineures ou mentalement inaptes ;	Court dated X , including persons that are minors or mentally incapable;
[23] ORDONNE qu'en cas de conflit entre le présent Jugement et l'Entente de règlement, le présent Jugement prévaudra ;	ORDERS that in the event of a conflict between this Judgment and the Settlement Agreement, this Judgment shall prevail;
[24] ORDONNE que le paiement de 368 750,00 \$ (tout compris) du Fonds de règlement au profit des Assureurs de soins de santé publics soit par la présente approuvé, et que cette somme soit déduite du Fonds de règlement au début de la Période de réclamation, pour être distribuée entre les provinces et territoires proportionnellement à la population, en pleine satisfaction des Réclamations des assureurs de soins de santé publics ;	ORDERS that the payment of \$368,750.00 (all inclusive) from the Settlement Fund for the benefit of the Public Health Insurers is hereby approved, and that this sum shall be deducted from the Settlement Fund at the start of the Claim Period, to be distributed amongst the provinces and territories proportionately based on population, in full satisfaction of the Public Health Insurers' claims;
[25] ORDONNE que les quittances complètes et finales prévues à l'Entente de règlement, y compris les quittances des Renonciateurs et des Assureurs de soins de santé publics, sont accordées et approuvées et qu'elles libèrent à tout jamais les Renoncitaires des Réclamations faisant l'objet d'une quittance et des Réclamations des assureurs de soins de santé publics, tel que prévu à l'Entente de règlement ;	ORDERS that the full and final releases which are set out in the Settlement Agreement, including the releases by the Releasors and the Public Health Insurers are approved and granted and shall forever and absolutely release the Releasees from the Released Claims and the claims of the Public Health Insurers as set out in the Settlement Agreement;
[26] DÉCLARE que le Protocole de distribution, essentiellement dans la forme jointe à l'Annexe X de l'Entente de règlement, est équitable et approprié ;	DECLARES that the Distribution Protocol, in substantially the form attached as Schedule X to the Settlement Agreement, is fair and appropriate;
[27] APPROUVE le Protocole de distribution et ORDONNE que le Montant du règlement soit distribué conformément aux termes de l'Entente de règlement et du Protocole de distribution après le paiement des Honoraires et débours des avocats du groupe, le paiement de 368 750,00 \$ (tout	APPROVES the Distribution Protocol and ORDERS that the Settlement Amount shall be distributed in accordance with the terms of the Settlement Agreement and the Distribution Protocol following payment of Class Counsel Fees and Disbursements, payment of \$368,750.00 (all inclusive) to the

inclus) aux Assureurs de soins de santé publics, et les Frais d'administration des réclamations ;	Public Health Insurers, and Claims Administration Expenses;
[28] ORDONNE que le Demandeur et les Défendeurs puissent, sur notification au Tribunal, mais sans avoir besoin d'une autre ordonnance du Tribunal, convenir de prolongations raisonnables de délai pour mettre en œuvre toute disposition de l'Entente de règlement ;	ORDERS that the Plaintiffs and Defendants may, on notice to the Court, but without the need for further order of the Court, agree to reasonable extensions of time to carry out any provisions of the Settlement Agreement;
[29] DÉCLARE que le pourcentage prélevé par le Fonds d'aide aux actions collectives sera calculé conformément à l'article 1(1) du <i>Règlement sur le pourcentage prélevé par le Fonds d'aide aux actions collectives</i> uniquement sur la partie québécoise de tout reliquat du Fonds de règlement, cette partie québécoise correspondant à 23,2 % ¹ de ce reliquat, et ORDONNE que ce montant sera remis conformément à l'article 42 de la <i>Loi sur le Fonds d'aide aux actions collectives</i> ;	DECLARES that the percentage withheld by the <i>Fonds d'aide aux actions collectives</i> shall be calculated in accordance with section 1 (1) of the <i>Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives</i> only on the Quebec portion of any remaining funds in the Settlement Fund, such Quebec portion corresponding to 23.2% ² of said remaining funds, and ORDERS that this amount shall be remitted in accordance with article 42 of the <i>Act respecting the Fonds d'aide aux actions collectives</i> ;
[30] ORDONNE qu'en cas de résiliation de l'Entente de règlement conformément à ses termes, le présent Jugement sera nul et non avenue, <i>nunc pro tunc</i> ;	ORDERS that in the event that the Settlement Agreement is terminated in accordance with its terms, this Judgment shall be null and void, <i>nunc pro tunc</i> ;
[31] ORDONNE qu'à la Date de prise d'effet, l'Action soit réglée à l'encontre de tous les Défendeurs conformément à l'Entente de règlement et sans frais ;	ORDERS that upon the Effective Date, the Action shall be settled against all Defendants according to the Settlement Agreement and without costs;
[32] ORDONNE que le présent Jugement est subordonné à une ordonnance parallèle rendue par la Cour supérieure de justice de l'Ontario et que les termes de ce Jugement	ORDERS that this Judgment is contingent upon a parallel order being made by the Ontario Superior Court of Justice and the terms of this Judgment shall not be effective

¹ Selon le Recensement du Canada 2016, la population québécoise représente 23,2 % de l'ensemble de la population canadienne.

² According to Census Canada 2016, the Quebec population makes up 23.2% of the Canadian population as a whole.

ne seront pas en vigueur tant qu'une telle ordonnance n'aura pas été rendue par la Cour supérieure de justice de l'Ontario ;	unless and until such an order is made by the Ontario Superior Court of Justice;
[33] ORDONNE qu'au plus tard 60 jours après le jour où les fonds de règlement seront entièrement distribués, l'Administrateur des réclamations déposera auprès de la Cour un rapport contenant les informations requises par l'art. 59 du <i>Règlement de la Cour supérieure du Québec en matière civile</i> ;	ORDERS that no later than 60 days after the day when the settlement funds are fully distributed, the Settlement Administrator shall file with the Court a report setting out the information required under art. 59 of the <i>Regulation of the Superior Court of Québec in civil matters</i> ;
[34] LE TOUT sans frais de justice.	THE WHOLE without legal costs.
	<hr/> PIERRE NOLLET, J.S.C.

Me Jeff Orenstein
 Me Lawrence David
 CONSUMER LAW GROUP INC.
 Attorneys for the Plaintiff

Me Robert Torralbo
 Me Ariane Bisailon
 BLAKES LLP
 Attorneys for Defendant Bristol-Myers Squibb Canada Co.

Me Marianne Ignacz
 INF LLP
 Attorneys for Defendant Otsuka Canada Pharmaceutical Inc.

**NATIONAL ABILIFY & ABILIFY MAINTENA NATIONAL CLASS ACTIONS
NOTICE PLAN
NOTICE OF SETTLEMENT APPROVAL HEARINGS IN ONTARIO AND
QUEBEC AND CERTIFICATION OF THE ONTARIO ACTION**

OBJECTIVES

To effect adequate notice to the Class Members of the Settlement Approval Hearings before the Ontario Superior Court of Justice and the Superior Court of Québec (the “Courts”) and certification of the class action in Ontario.

Reasonable notification entails:

- achieving broad reach of the target group;
- in all regions of the country; and
- in English and French

All communications will comply with the provisions of the Class Proceedings legislation in all the jurisdictions involved in the action, as follows:

- *Class Proceedings Act*, SA 2003, c C-16 (Alberta);
- *Class Proceedings Act*, RCBC 1996 c 50 (British Columbia);
- *The Class Proceedings Act*, SM 2002, c 14 (Manitoba);
- *Class Actions Act*, 2001 c C-18.1, s. 1 (Newfoundland); and
- *New Brunswick Class Proceedings Act*, RSNB 2011, c 125 (New Brunswick);
- *Class Proceedings Act*, 2007, c. 28, s. 1 (Nova Scotia);
- *Class Proceedings Act*, 1992, SO 1992, c 6 (Ontario);
- *Class Proceedings Act*, R.S.P.E.I. 1988, c C-9.01 (Prince Edward Island);
- *Code of Civil Procedure, CQLR c C-25.01 (Quebec) An Act Representing the Class Action*, RSQ, c R-2.1 (Quebec); and
- *The Class Actions Act*, SS 2001, c C-12.01 (Saskatchewan).

OBJECTIVES

The objectives of this Notice Plan are to advise Class Members of:

- the proposed Canadian settlement agreement that has been reached for both the certified Ontario action and the authorized Quebec Action;
- the certification of the national Abilify and Abilify Maintena class action by the Ontario Superior Court of Justice on March 13, 2020;
- the settlement approval hearings in Ontario and Quebec;
- the eligibility criteria for receiving compensation, and the benefits available, under the Settlement;
- the Class Members' right to object to the Settlement;
- the right of Abilify Maintena Class Members in the national Ontario Abilify and Abilify Maintena class action to opt out of the Settlement;
- the requirement for Abilify Class Members to make a request to the Superior Court of Quebec if they wish to opt out of the Settlement; and
- Class Counsel's request to the Courts to appoint MNP as Claims Administrator;

Following the settlement approval hearing, there will be further notice, specifically digital notice and press releases in English and French, to inform the class of any settlement approval.

COMMUNICATIONS STRATEGY

A combination of direct mail, indirect notification via print and digital media, and paid advertising in digital media, together with neutrally worded press releases in English and French will be used in an effort to reach as large a percentage of Class Members as feasible.

Planned communications include:

- Press release to be issued via Canada Newswire in both English and French, in the form set out in Schedules "B" and "C";
- Publication of the Long Form Notice in both English and French to known Class Members and posted on Class Counsel's website, in the form set out in Schedule "D" and "E";

- Publication of the Short Form Notice in print form in national and regional newspapers in English or French listed in Schedule “A”, in the form set out in Schedules “F” and “G”;
- Direct mailing by Class Counsel to all Class Members on Class Counsel’s distribution list, enclosing a copy of the Short and Long Form Certification Notice in English or French, depending on the language in which the Class Member has communicated with Class Counsel. Direct mailing will be effected by e-mail, where e-mail addresses are known, and by regular mail otherwise, with follow-up (best efforts) for any undeliverable e-mails and/or returned mail;
- Publication of an abbreviated version of the Short Form Notice for use in digital media listed in Schedule “A”, including on the PostMedia Digital Network;
- Paid Google search engine advertising as well advertising on Instagram, Facebook and X (formerly Twitter). These advertisements will contain links to the Settlement Website, which will be maintained by the Claims Administrator;
- Publication of the Short and Long Form Notice, in both English and French, by Class Counsel on Class Counsel’s website; specifically, the dedicated webpage relating to the National Abilify and Abilify Maintena Class Action;
- Publication of the Short and Long Form Notice, in both English and French, on the Settlement Website administered by the Claims Administrator; and
- Notice posted on Class Counsel’s social media (Twitter) accounts.

TARGET AUDIENCE

For the purposes of paid media selection, the target audience is defined as:

- adults 18 years of age or older;
- split evenly between males and females;
- in all geographic regions of Canada; and
- Communicating in both English and French,

FORM OF PROPOSED NOTICES

Unless the Courts order otherwise, the Notice is to be delivered to known Class Members and will also be posted on Class Counsel’s website.

With respect to the Notices to be published in print media, it may be necessary to make slight typesetting revisions in order to accommodate the different sizes of each publication; however, the wording will not change, and the overall page layout will remain as consistent as possible in each.

1) DIRECT NOTICE – MAILING TO REGISTERED CLASS MEMBERS

Class Counsel will deliver the Long Form Notice (along with an abbreviated description of the proceeding and instructions for opting out) by email to all Class Members for whom an e-mail address is available, in the language used in their correspondence with Class Counsel.

Class Counsel will deliver letters (which will contain an abbreviated description of the proceeding and instructions for opting out and will enclose the Long Form Notice and Opt Out Form) only to those Class Members in Class Counsel’s database for whom an e-mail address is not available or an email correspondence is returned as undeliverable.

To date, 478 individuals have contacted Class Counsel in Ontario regarding this class action. Of the 478, Class Counsel has email addresses for the majority of these individuals.

2) INDIRECT NOTICE – NEWSPAPER NOTICES

To broaden the program’s reach and provide unknown Class Members with an opportunity to learn about and participate in the National Abilify and Abilify Maintena Class Action, the Short Form Notice will be published in the national and regional newspapers set out in Schedule A. This list of newspapers addresses the need for widespread national and regional reach.

The newspapers listed in Schedule A have been selected based on the breadth of coverage, economical reach, and flexibility of timing they provide. (It is estimated that average daily newspaper reach in Canada ranges between 61% and 78%, depending on region, with an average of 69% nationally (Source: Statista, in cooperation with Vividata. September 2020).

A 1/4-page, black & white notice, containing a detailed description of the class action and the procedures and dates for opting out and objecting will be run in each of the newspapers in Schedule A.

Estimated cost (ex. HST): \$73,796.68.

3) INDIRECT NOTICE – DIGITAL AND SOCIAL MEDIA ADVERTISING

Notice of Settlement Approval Hearings and Certification

Paid ads on the PostMedia Digital News Network will be used to supplement notices published in printed newspapers. All digital ads will contain abbreviated messages with links to the Settlement Website. Target: 500,000 impressions.

Paid ads on Google, Instagram, Facebook, and X (formerly Twitter) will also be used and will run for four weeks. All digital ads will contain abbreviated messages with links to the Settlement Website. Target: 3,500,000 impressions

Estimated cost (ex. HST): \$54,710.00

Notice of any Settlement Approval

Following the settlement approval hearings, paid ads will run on Google, Instagram, Facebook, and X (formerly Twitter) to inform the class of any settlement approval. All digital ads will contain abbreviated messages with links to the Claims Website. Campaign duration will be 4 weeks, with a target of delivering: 750,000 impressions.

Estimated cost (ex. HST): \$12,325.00

4) INDIRECT NOTICE – CLASS COUNSEL’S WEBSITES AND DEDICATED SETTLEMENT WEBSITE

The Long Form Notice, Short Form Notice, and the Opt-Out Form will be posted, in both English and French, by the Claims Administrator on the Settlement Website.

Class Counsel maintains dedicated webpages on their firms’ websites in relation to the National Abilify and Abilify Maintena Class Action. Class Counsel will publish the Short and Long Form Notice of Certification, in both French and English, on the following webpages:

www.clg.org/Class-Action/List-of-Class-Actions/Abilify-Compulsive-Gambling-Side-Effects-National-Class-Action
www.rochongenova.com/Current-Class-Action-Cases/Abilify-National-Class-Action.shtml

5) INDIRECT NOTICE – PRESS RELEASES

Notice of Settlement Approval Hearings and Certification

Press releases will be issued in English and French via Cision (formerly Canada Newswire.)

Estimated Cost (ex. HST): \$5,200.00

NOTICE OF SETTLEMENT APPROVAL

Press releases will be issued in English and French via Cision (formerly Canada Newswire.)

Estimated Cost (ex. HST): \$5,200.00

ESTIMATED REACH

While it is not possible to provide an accurate reach number for this Notice Plan, the combination of direct notice to known Class Members, supplemented by paid advertising in a broad range of mass market media in print and digital formats, plus search engine advertising, provides Class Members with multiple opportunities for obtaining information about the National Abilify and Abilify Maintena Class Action. This increases their chances of seeing a notice and maximizes the effectiveness of the funds allocated to the notification program.

Estimated total cost, exclusive of HST: \$151,231.68

HST: \$19,660.12

Estimated total cost, including HST: \$170,891.80

ADMINISTRATION

Dewar Communications will be responsible for the administration of the Notice Plan. The Claims Administrator will be responsible for receiving Objections and Opt-Outs, if any, in accordance with the deadlines set by the Courts.

Exhibit “F”

CANADIAN ABILIFY® AND ABILIFY MAINTENA® CLASS ACTION SETTLEMENT

OPT-OUT FORM

This is NOT a Claim Form. If you were prescribed¹ and received injections of ABILIFY MAINTENA® between February 6, 2014 and December 16, 2016, completing this Form will EXCLUDE you and members of your family from participating in the Canadian Settlement.²

If you were prescribed and ingested ABILIFY® tablets before February 23, 2017, you must seek permission of the Québec Court to opt out late from the Settlement. Please see further below under “ABILIFY® Class Member”.

If you used both ABILIFY® and ABILIFY MAINTENA® during the time periods indicated and wish to opt out of the Settlement, please consult with Class Counsel below, prior to completing this form.

DO NOT complete this Form if you wish to seek compensation under the Canadian ABILIFY® and ABILIFY MAINTENA® Settlement.

To be effective as an election to opt-out of the Proceedings, this Opt-Out Form must be completed, signed and received by the Claims Administrator no later than **[Opt-Out Deadline]**.

Please read the entire form and follow the instructions carefully. Only completed Opt-Out Forms postmarked or received by the Claims Administrator by [Opt-Out Deadline] will be considered valid.

SECTION 1 – IDENTIFICATION OF THE PERSON SIGNING THIS OPT OUT FORM (SELECT ONLY ONE OPTION):

- ABILIFY MAINTENA® Class Member** – I was prescribed and received injections of ABILIFY MAINTENA® between February 6, 2014 and December 16, 2016. By completing and signing this Opt Out Form, I am excluding myself from participating in the Canadian Settlement. I understand that by opting out of the Settlement, I EXCLUDE myself and any eligible Family Class Member from receiving benefits under the Settlement Agreement.

¹ The terms “prescribe” and “prescription” include receipt of samples of ABILIFY® from healthcare professionals.

² Unless otherwise indicated herein, capitalized terms have the meanings set out in the Settlement Agreement.

ABILIFY® Class Member – I was prescribed and ingested ABILIFY® before February 23, 2017. By completing and signing this Opt Out Form, I am indicating my intention to request to opt-out late from the previously authorized Québec Class Action. I understand that completion of this form does not entitle me to opt out, and that I must make a request to the Québec Court to do so, which may or may not be granted by the Québec Court. I understand that if the Québec Court allows me to opt out of the Settlement, I will be EXCLUDING myself and any eligible Family Class Member from receiving benefits under the Settlement and if the Québec Court does not grant my request, I will be bound by the Settlement, including the release of my claim.

Legal representative – I am the legal representative for the above identified Settlement Class Member. By completing and signing this Opt Out Form, I am excluding the Settlement Class Member from participation in the Canadian ABILIFY® and ABILIFY MAINTENA® Settlement Agreement. I understand that by opting the Settlement Class Member out of the Settlement Agreement, I exclude both them and any eligible Family Class Member from receiving benefits under the Settlement Agreement.

SECTION 2 – REASON FOR OPT OUT (OPTIONAL INFORMATION) – If you wish to give your reason for excluding yourself from the Settlement Agreement, please write it out below:

SECTION 3 – PERSONAL INFORMATION – Please provide the following information about yourself, or, if you are filing this Opt-Out Form as the legal representative of a Settlement Class Member, please provide the following information about the Settlement Class Member.

First Name _____ Last Name _____

Date of Birth (DD/MM/YYYY) _____

Street Address _____

City _____

Province _____

Postal Code _____

Telephone (Daytime) _____

Telephone (Alternate) _____

Email _____

Health Card Number _____

Date of Death (if applicable) _____ Death Certificate Attached
DD/MM/YYYY

Please attach a copy of a court order or other official document(s) demonstrating that you are the duly authorized legal representative of the Class Member and check the box below describing the Class Member's status:

_____ minor (court order appointing guardian or property or custody order, if any, or sworn affidavit of the person with custody of the minor);

_____ a mentally incapable person (copy of a continuing power of attorney for property, or a Certificate of statutory guardianship);

_____ the estate of a deceased person (Letters Probate, Letters of Administration or Certificate of Appointment as Estate Trustee).

SECTION 4 – LAWYER INFORMATION (IF APPLICABLE) – If you, or the Settlement Class Member, has hired a lawyer in connection with a claim arising from the Class Member's use of ABILIFY® or ABILIFY MAINTENA® please provide the following information about the lawyer:

Lawyer's First and Last Name _____

Law Firm _____

Lawyer's Phone Number _____

Lawyer's E-mail Address _____

SECTION 5 – SIGNATURE

Date _____
DD/MM/YYYY

Name of Settlement Class Member _____

Signature of Settlement Class Member _____

Name of Legal Representative (if applicable) _____

Signature of Legal Representative (if applicable) _____

Name of Lawyer (if applicable) _____

Signature of Lawyer (if applicable) _____

The deadline to submit an Opt Out Form is **MONTH DAY 2024**

To be effective as an election to Opt Out of the proceedings, this Form must be completed, signed, sent to the Claims Administrator at the address listed below, by regular mail, courier or fax **and must be received** by the Claims Administrator **no later than [Opt Out Deadline]** at:

MNP Ltd. – Class Actions Claims Administration
2000, 112 - 4th Avenue SW
Calgary, AB, T2P 0H3
abilifysettlement@mnp.ca
Toll-Free: 1 (855) 653-0027

If you have questions about using or completing this Opt Out Form, please contact Class Counsel, your lawyer, or the Claims Administrator.

CLASS COUNSEL

<p>ROCHON GENOVA LLP 900-121 Richmond St. W. Toronto, Ontario, M5H 2K1 Joel P. Rochon Golnaz Nayerahmadi Sarah J. Fiddes Tel: (416) 363-1867 contact@rochongenova.com</p>	<p>CONSUMER LAW GROUP INC. 1030 rue Berri, Suite 102 Montreal (Québec) H2L 4C3 Jeff Orenstein Tel: 1 (888) 909-7863 (514) 266-7863 (613) 627-4894 abilify@clg.org</p>
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Exhibit “G”

CANADIAN ABILIFY[®] AND ABILIFY MAINTENA[®] CLASS ACTIONS

NOTICE OF SETTLEMENT APPROVAL HEARINGS IN ONTARIO AND QUÉBEC &

NOTICE OF CERTIFICATION OF THE ONTARIO CLASS ACTION

Please read this notice carefully. Ignoring this notice will affect your legal rights

TO: All persons in Canada, including their estates, who:

- were prescribed and ingested ABILIFY[®] before **February 23, 2017**;
- were prescribed and received injections of ABILIFY MAINTENA[®] between **February 6, 2014** and **December 16, 2016**; and
- by virtue of a personal relationship with an ABILIFY[®] Class Member or an ABILIFY MAINTENA[®] Class Member, are entitled to assert a claim pursuant to the Ontario *Family Law Act* as amended, the *Civil Code of Québec* or equivalent provincial and territorial legislation (such as spouses, children, grandchildren, parents, grandparents, brothers and sisters).

The Canadian class action lawsuits allege that the Defendants were negligent in failing to warn Class Members that ABILIFY[®] and ABILIFY MAINTENA[®] can cause, contribute to, or exacerbate Compulsive Behaviours and Impulse Control Disorders, specifically compulsive or pathological gambling, hypersexuality, binge-eating, and uncontrollable shopping.

The parties in the Ontario and Québec class action have reached a proposed settlement (the “Settlement”), subject to approval of the Ontario Superior Court of Justice and the Superior Court of Québec (the “Courts”).

Neither the Ontario Court nor the Québec Court has made any determination of the merits of the claims. The Defendants have denied, and continue to deny, the allegations against them in the Class Actions and have had no role in the determination of Settlement Class Member eligibility to participate in the Settlement or the allocation of benefits available to Settlement Class Members (see Section “D” below).

The Settlement provides for the creation of a CDN \$14.75 million Settlement fund, which will be used to pay compensation for Approved Claims, \$368,750.00 in satisfaction of the claims of the Public Health Insurers, the costs of notice and administration, and Court-approved Class Counsel Legal Fees, disbursements and taxes.

This Notice explains your rights and options as a Settlement Class Member.

A) THE ABILIFY® AND ABILIFY MAINTENA® CLASS ACTIONS

ABILIFY® (generic name aripiprazole) is a prescription medicine which is prescribed to treat certain mental health conditions, including schizophrenia, bipolar disorder and as an adjunctive treatment for major depressive disorder. During the time periods above, ABILIFY® was sold in Canada by Bristol-Myers Squibb Company Canada Co. (“BMS Canada”) and Otsuka Canada Pharmaceuticals Inc (“Otsuka Canada”). ABILIFY MAINTENA® is an injectable form of aripiprazole and during the time period above was sold in Canada by Otsuka Canada and Lundbeck Canada Inc. (“Lundbeck Canada”).

The Class Actions allege that ABILIFY® and ABILIFY MAINTENA® can cause, contribute or exacerbate a variety of compulsive behaviours and impulse control disorders, specifically compulsive or pathological gambling, hypersexuality, binge-eating, and uncontrollable shopping.

B) AUTHORIZATION OF A NATIONAL CLASS ACTION BY THE SUPERIOR COURT OF QUÉBEC

On December 19, 2019, the Superior Court of Québec authorized a national class action on behalf of:

All persons residing in Canada who were prescribed and have ingested and/or used the drug ABILIFY® (aripiprazole) before February 23, 2017 and who developed one or more of the following impulse control behaviours:

- pathological gambling (also known as gambling disorder or compulsive gambling);
- compulsive eating/ binge eating;
- uncontrollable or compulsive shopping or spending; and/or
- hypersexual behaviours/ sexual addiction
(the “Impulse Control Disorders”).

And their successors, assigned, family members, and dependants.

Notice of Authorization of the Québec Class Action was previously published on January 6, 2020. The opt out deadline for class members who did not wish to participate in the Québec Class Action expired on November 19, 2020. If you previously opted out of the Québec Class Action and wish to participate in the Settlement, see **Part F** below.

Individuals who were prescribed and received injections of ABILIFY MAINTENA® are not part of the Québec Action, but are Settlement Class Members by virtue of being Class Members in the Ontario Class Action.

C) CERTIFICATION OF A NATIONAL CLASS ACTION BY THE ONTARIO SUPERIOR COURT OF JUSTICE

On March 13, 2020, Justice Morgan of the Ontario Superior Court of Justice certified a national class action on behalf of:

All persons in Canada including their estates who:

- a) between July 9, 2009 and February 23, 2017 were prescribed and ingested ABILIFY® tablets;
- b) between February 6, 2014 and December 16, 2016 were prescribed and used ABILIFY MAINTENA®; and
- c) by virtue of a personal relationship with an ABILIFY Class Member or an ABILIFY MAINTENA® Class Member, are entitled to assert a claim pursuant to the Ontario *Family Law Act* as amended or equivalent provincial and territorial.

All appeals were completed on February 28, 2022.

D) THE SETTLEMENT AGREEMENT & BENEFITS AVAILABLE TO SETTLEMENT CLASS MEMBERS

The parties to the Class Actions have reached a proposed national Settlement on behalf of Settlement Class Members. The Settlement offers monetary benefits to Settlement Class Members who experienced Compulsive Behaviours or Impulse Control Disorders and related consequences, including psychological harm, illness and hospitalization, financial loss, and loss of care, guidance, and companionship.

The Defendants will pay CDN \$14,750,000.00 (the “Settlement Amount”) to settle the Class Actions on a national basis, without admitting liability. This amount is inclusive of all amounts claimed including without limitation damages, costs, interest, notice costs, administrative costs, and the claims of provincial health insurers. The Settlement Agreement, in English or French, can be obtained from the [Settlement Website](#), through [Rochon Genova LLP](#) and [Consumer Law Group Inc.](#) or by contacting the Claims Administrator, as listed below.

MNP Ltd. – Class Actions Claims Administration
2000, 112 - 4th Avenue SW
Calgary, AB, T2P 0H3
abilifysettlement@mnp.ca
Toll-Free: 1 (855) 653-0027

Your entitlement to benefits under the Settlement will be determined by the Claims Administrator, or, in the case of a disagreement, by a referee, based on the court-approved Distribution Plan, which provides for monetary compensation based on the following categories of psychological

harm and financial harm, as well as compensation to Family Class Members. The Defendants have had no role in the development of the proposed Distribution Plan or the categories for which compensation may be available.

Claimants can qualify for compensation for both **Psychological Harm** and **Financial Loss**.

A. Compensation for Psychological Harm

1. Mild:

- a) documentary evidence of prescription¹ of ABILIFY or ABILIFY MAINTENA[®] during the class period for **at least 1-6 months; and**
- b) a signed attestation by or on behalf of the Class Member that they both ingested/received injections of ABILIFY[®]/ABILIFY MAINTENA[®] for 1-6 months and experienced one or more Compulsive Behaviours or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY[®] and/or receiving injections of ABILIFY MAINTENA[®].

2. Moderate: Claimants can qualify under the following scenarios:

- **Scenario #1:**

- a) documentary evidence of prescription of ABILIFY[®]/ABILIFY MAINTENA[®] for **more than 6 months; and**
- b) a signed attestation by or on behalf of the Class Member that they both ingested/received injections of ABILIFY[®]/ABILIFY MAINTENA[®] and experienced one or more Compulsive Behaviours or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY[®] and/or receiving injections of ABILIFY MAINTENA[®].

- **Scenario #2:**

- a) documentary evidence of prescription of ABILIFY[®]/ABILIFY MAINTENA[®] **for 1-6 months; and**
- b) medical records specifying the form of treatment or counselling sought or provided and the specific Compulsive Behaviours or Impulse Control Disorders for which treatment or counselling was sought or provided. If the treatment in question was not covered by provincial health insurance, attach receipts or confirmation of payment; **and**

¹ The terms “prescribed” and” “prescription” include receipts of samples of ABILIFY[®] from healthcare professionals.

- c) a signed attestation by or on behalf of the Class Member that they both ingested/received injections of ABILIFY®/ABILIFY MAINTENA® for 1-6 months and, while on or within 3 months of discontinuing their use of ABILIFY® and/or receiving injections of ABILIFY MAINTENA®, they experienced one or more Compulsive Behaviours or Impulse Control Disorders of such severity that treatment or counselling was sought for the Compulsive Behaviours or Impulse Control Disorders in question.
- b) **Severe:** Claimants can qualify under the following scenarios, based on duration of usage:

- **Scenario #1:**

- a) documentary evidence of prescription of ABILIFY®/ABILIFY MAINTENA® for a period of **more than 6 months; and**
- b) records demonstrating that the Class Member experienced Compulsive Behaviours or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA® (e.g. gambling records, such as ATM withdrawals at casinos, self-exclusion from a casino, credit card or banking statements showing payments for gambling, medical records referencing the Compulsive Behaviors, or medical records or counselling records documenting that treatment was sought for Compulsive Behaviours or Impulse Control Disorders); **and**
- c) documentary evidence of bankruptcy, divorce, re-mortgaging of a property, and/or criminal prosecution for fraud, theft, etc. contemporaneous to or after experiencing Compulsive Behaviours and/or Impulse Control Disorders; **and**
- d) a signed attestation by or on behalf of the Class Member that they experienced one or more Compulsive Behaviours or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA® and that they experienced bankruptcy, divorce, re-mortgaging of a property, and/or criminal prosecution for fraud, theft, etc. contemporaneous to or after experiencing the Compulsive Behaviours and/or Impulse Control Disorders.

AND/OR

- **Scenario #2:**

- a) documentary evidence of both prescription of ABILIFY®/ABILIFY MAINTENA® for a period of **more than 6 months; and**
- b) identify and attach medical records specifying the form of treatment or counselling sought or provided and the specific Compulsive Behaviour or Impulse Control Disorders for which treatment or counselling was sought or provided. If the treatment in question was not covered by provincial health insurance, attach receipts or confirmation of payment; **and**
- c) records demonstrating that the Class Member experienced Compulsive Behaviours or Impulse Control Disorders (e.g. gambling records, such as ATM withdrawals at casinos, self-exclusion from a casino, credit card or banking statements showing payments for gambling, medical records referencing the compulsive behaviors, or medical records or counselling records documenting that treatment was sought for Compulsive Behaviours or Impulse Control Disorders); **and**
- d) a signed attestation by or on behalf of the Class Member that, while on or within 3 months of discontinuing their use of ABILIFY® and/or receiving injections of ABILIFY MAINTENA®, they experienced one or more Compulsive Behaviours or Impulse Control Disorders of such severity that treatment or counselling was sought for the Compulsive Behaviours or Impulse Control Disorders in question **for more than 6 months.**

4. **Residual Catastrophic Injury (compensation available for catastrophic injury in addition to compensation available for Mild, Moderate and Severe Psychological Harm):** documentary evidence demonstrating that the Class Member experienced catastrophic physical or psychological consequences of Compulsive Behaviours or Impulse Control Disorders alleged to have been caused by the use of ABILIFY® and/or ABILIFY MAINTENA®, including but not limited to: contracting HIV, Hepatitis, or a non-treatable STI (sexually transmitted infection) as a result of hypersexuality, suicidality and related hospitalization related to Compulsive Behaviours or Impulse Control Disorders and their consequences.

B. Compensation for Financial Loss

In addition, CND \$1.5 million will be set aside from the Settlement to compensate financial harm for Claimants with provable loss of income or employment, gambling losses, or loans incurred as a result of gambling caused or exacerbated by ABILIFY® or ABILIFY MAINTENA®. Such losses will require, in addition to the documentation necessary to qualify for a claim for psychological harm, the following:

- **Compensable gambling losses:**

- a) all available Gambling Records for all venues at which gambling took place. This documentation must show the gambling activities at each venue. Gambling venues include casinos, online gambling websites, and any other venue in which the at issue gambling occurred whether in person or virtually. Supportive documentation may include, but is not limited to, records of gambling counselling, ATM withdrawal at casinos, credit card or banking statements showing payments for gambling); **and**
 - b) a signed attestation by or on behalf of the Class Member of the net amount of any gambling losses; **and**
 - c) Class Members will be required to disclose if they took any other prescription medications with dopamine agonist properties while the at issue gambling occurred;
- **Compensable income loss:**
 - a) documentation to demonstrate that the Class Member experienced the Compulsive Behaviours (gambling records, such as ATM withdrawals at casinos, self-exclusion from a casino, credit card or banking statements showing payments for gambling, or medical records or counselling records documenting that treatment was sought for Compulsive Behaviours); **and**
 - b) a signed attestation that the Class Member experienced the Compulsive Behaviours or Impulse Control Disorders; **and**
 - c) records of any income loss demonstrating that the Class Members' Compulsive Behaviours or Impulse Control Disorders resulted in their termination or loss of employment, including: the applicable employment agreement and income tax returns for the two years preceding the termination; **and**
 - d) an attestation by or on behalf of the Class Member **and/or** an attestation from each of the Class Member's previous employers describing the reason for termination of the Class Members' employment;
 - **Compensable loan loss:**
 - a) documentation to demonstrate that the Class Member experienced the Compulsive Behaviours (gambling records, such as ATM withdrawals at casinos, self-exclusion from a casino, credit card or banking statements showing payments for gambling, or medical records or counselling records documenting that treatment was sought for Compulsive Behaviours); **and**
 - b) a signed attestation by or on behalf of the Class Member that they experienced the Compulsive Behaviours; **and**

- c) all available financial records related to any loan for which compensation is sought. If the loan is from a financial institution, a current statement of account for the loan must be included. If the loan is from a private lender, friend, or family member, an attestation from the lender, under penalty of law, must be provided confirming: the balance of the loan outstanding, the loan principal, accrued interest to date, and an account of all payments toward the loan received to date.

C. Compensation for Family Class Members (such as spouses, children, grandchildren, parents, grandparents, brothers and sisters)

Eligible Family Class Members are entitled to claim compensation. Eligible Family Class Members are spouses, children, parents, grandparents, brothers, and sisters of a Class Member by or for whom a claim is being advanced under the Settlement.

Eligible Family Members are entitled to file a claim only if the Class Member has not opted out of the class action and is submitting a claim to receive benefits under the Settlement.

Family Class Members must fill out and sign the relevant section of the Claims Package and the Claimant will file the claim on behalf of both themselves and Family Class Members, if Family Class Members wish to make claims. The following must be provided for Family Class Members to be entitled to settlement benefits:

- a) document(s) demonstrating proof of each Family Class Member's relationship to the Class Member and, where the Family Class Member is a minor, under a legal disability or deceased, document(s) demonstrating proof of the individual's authority to act on behalf of the Family Class Member; **and**
- b) the name, address, relationship to a Claimant, as well as the Family Class Member's signature.

Family Class Members who are eligible for settlement benefits will receive a fixed sum that is a percentage of the Claimant's payment for psychological harm. Spouses will receive 10%, parents and children will receive 5% each, and grandparents, brothers and sisters will receive 2.5% each. These awards are in addition to, not deducted from, the benefits conferred to the Claimant. Total compensation to Family Class Members will be capped at \$X,XXX,XXX. If the fund for Family Class claimants is oversubscribed or undersubscribed, it will be adjusted downwards or upwards on a *pro rata* basis.

E) SETTLEMENT APPROVAL HEARINGS

For the Settlement to become effective, it must be approved by the Superior Courts of both Ontario and Québec.

A hearing to approve the Settlement will be held before the Ontario Superior Court on **[insert dates and locations]** and the Superior Court of Québec on **[insert dates and locations]** (the “Settlement Approval Hearings”).

At these hearings, the Courts will determine if the Settlement is fair, reasonable and in the best interests of the Class Members.

Settlement Class Members have the right to opt out of the settlement and/or object to the Settlement, as detailed below.

If the Settlement is approved by the Courts, a further notice will be posted on the [Settlement Website](#) and the websites of Class Counsel at [Rochon Genova LLP](#) and [Consumer Law Group Inc.](#)

F) IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT

Settlement Class Members who wish to participate in the proposed Settlement do not need to appear at the Settlement Approval Hearings or take any other action at this time, but are encouraged to immediately begin the process of completing Claim Forms. You do not need to appear at the Settlement Approval Hearings.

Claim Forms are provisionally available now at [Rochon Genova LLP](#) and [Consumer Law Group Inc.](#) Further information regarding the process for filing claims will be made available on the [Settlement Website](#), the websites of [Rochon Genova LLP](#) and [Consumer Law Group Inc.](#) or from the Claims Administrator.

G) HOW TO OPT OUT OF THE SETTLEMENT

If you were prescribed and received injections of ABILIFY MAINTENA[®] and you do not wish to participate in the Settlement, you may opt out and exclude yourself from the Settlement by delivering a completed Opt Out Form to the Claims Administrator at least 14 days in advance of the Settlement Approval Hearings (the “[insert **Opt-Out Deadline**]”).

The Opt Out Form is available on the [Settlement Website](#) and Class Counsel’s website at [Rochon Genova LLP](#) and [Consumer Law Group Inc](#) and must be postmarked or delivered by mail, courier or facsimile to the Claims Administrator by the Opt-Out Deadline.

If you were prescribed and ingested ABILIFY[®] and did not previously opt out of the Québec Action, you must make a request to the Québec Court if you now wish to opt out of the Settlement. If you do not opt out and the Settlement is approved and becomes effective, you will be bound by the Settlement which includes a release of your claims.

The Claims Administrator will provide any Opt Out Forms postmarked or received by the Opt-Out Deadline to Class Counsel, who will then notify the Defendants, the Ontario Superior Court of Justice, and the Superior Court of Québec of the Opt-Outs, including any request by an ABILIFY[®] Class Member to opt-out late.

Settlement Class Members who have not properly opted out or have not opted out by the Opt-Out Deadline will be bound by the Proposed Settlement if it is approved by the Courts. The Settlement includes a release of any rights you may have to take further legal action against the Defendants if the settlement is approved by both the Ontario and Québec Superior Courts.

Settlement Class Members who have previously opted out of the Québec Class Action do not need to take any further action to opt out of the Settlement. If you have previously opted out of the Québec Class Action and now wish to participate in the Settlement, you must notify Class Counsel of your intention to participate in the Settlement by contacting Class Counsel at [Rochon Genova LLP](#) and [Consumer Law Group Inc.](#) before **[the Opt Out Deadline]**.

H) HOW TO OBJECT TO THE PROPOSED SETTLEMENT

If you are a Settlement Class Member and wish to object to the Settlement, you may deliver a written objection to the Claims Administrator. A valid objection must be postmarked or received by the Claims Administrator at the address below, at least 14 days in advance of the Settlement Approval Hearings.

A Settlement Class Member who wishes to object to the Settlement, or their counsel (if they are represented), shall provide in their objection:

- a) A caption or title that identifies it as an objection to the Settlement;
- b) The full name, current mailing address, telephone number, and email address of the person who is objecting or on whose behalf an objection is being delivered;
- c) A clear statement of the nature and reasons for the objection;
- d) A declaration that the person believes they are a Settlement Class Member and supporting documentation sufficient to establish the basis for that belief;
- e) Whether the person intends to appear at the Approval Hearings or intends to appear by counsel and if by counsel, the name, address, telephone number, and email address of counsel; and
- f) A declaration that the foregoing information is true and correct.

The Claims Administrator will provide a copy of your objection to Class Counsel, who will in turn provide it to the Ontario and Québec Superior Courts and the Defendants. You may, but are not required to, appear at the Settlement Approval Hearing(s) in order to make submissions orally with respect to your objection. If you wish to do so, whether in person or through a lawyer, you must send a notice of intention to appear in writing served, filed and received by the Claims Administrator at least 10 days prior to the Settlement Approval Hearing.

The judge presiding over the Settlement Approval Hearing has discretion to determine whether you will be permitted to make oral submissions during the hearing.

DO NOT send an objection directly to the Ontario or Québec Superior Courts.

An objection to the Settlement is not an Opt Out Form. If you object to the Settlement, you will remain bound by its terms if it is approved by the Ontario and Québec Superior Courts. If you wish to be excluded from the Settlement, you must opt out (see **Part G** above).

D) WHO IS CLASS COUNSEL?

The Ontario Superior Court of Justice and the Superior Court of Québec have appointed *Rochon Genova LLP* and the *Consumer Law Group Inc.*, respectively, as Class Counsel. If you have any questions or wish to learn more about the Settlement, you may contact them at the phone number or e-mail address below.

ROCHON GENOVA LLP	CONSUMER LAW GROUP INC.
900-121 Richmond St. W. Toronto, Ontario, M5H 2K1	1030 rue Berri, Suite 102 Montreal (Québec) H2L 4C3
Joel P. Rochon Golnaz Nayerahmadi Sarah J. Fiddes	Jeff Orenstein
Tel: (416) 363-1867 1-800-462-3864 contact@rochongenova.com	Tel: 1 (888) 909-7863 (514) 266-7863 (613) 627-4894 abilify@clg.org

J) WHO IS THE CLAIMS ADMINISTRATOR?

The parties have agreed that MNP Ltd. will serve as the Claims Administrator. The Claims Administrator may be contacted at the phone number or email address below:

MNP Ltd. – Class Actions Claims Administration
2000, 112 - 4th Avenue SW
Calgary, AB, T2P 0H3
abilifysettlement@mnp.ca
Toll-Free: 1 (855) 653-0027

K) LEGAL FEES APPLICABLE TO ALL CLASS MEMBERS

At the Settlement Approval Hearings, Class Counsel will seek court approval of legal fees of \$4.425 million, plus disbursements and applicable taxes. The legal fees, disbursements, and taxes, if approved by the Ontario and Québec Courts, will be deducted from the Settlement Amount.

Class Counsel will also seek a specific amount (honorarium) for the Representative Plaintiffs in the Class Actions, up to a maximum of \$10,000, per individual, in relation to their exercise of their

duties as Representative Plaintiffs. This amount, if approved by the Court, will be deducted from the Settlement Amount.

L) INTERPRETATION

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail. If there is a conflict between the English and the French versions of this document, the English version shall prevail. If the Settlement of the Class Actions is approved by the Ontario and Québec Superior Courts, a further notice will be published on the [Settlement Website](#) and the websites of *Rochon Genova LLP* and *Consumer Law Group Inc.* about how to participate in the Settlement. Questions regarding your right to participate in the Settlement may also be directed to the lawyers at the contact information above.

This Notice has been authorized by the Ontario Superior Court of Justice and the Superior Court of Québec. Any questions about the matters in this Notice should not be directed to the Courts.

CANADIAN ABILIFY® AND ABILIFY MAINTENA® CLASS ACTIONS NOTICE OF SETTLEMENT APPROVAL HEARINGS IN ONTARIO AND QUÉBEC & NOTICE OF CERTIFICATION OF THE ONTARIO CLASS ACTION

PLEASE READ CAREFULLY. IGNORING THIS NOTICE WILL AFFECT YOUR LEGAL RIGHTS

WHO IS THIS NOTICE FOR?

This Notice is directed to: All persons in Canada including their estates who:

- were prescribed and ingested ABILIFY® before **February 23, 2017** (“ABILIFY® Class Members”);
- were prescribed and received injections of ABILIFY MAINTENA® between **February 6, 2014** and **December 16, 2016** (“ABILIFY MAINTENA® Class Members”); and
- by virtue of a personal relationship with persons described above are entitled to assert a claim pursuant to the Ontario *Family Law Act* as amended, the *Civil Code of Québec* or equivalent provincial and territorial legislation (“Family Class Members”).

The Canada-wide class actions (the “Class Actions”) allege that the Defendants were negligent in failing to warn Class Members that ABILIFY® and ABILIFY MAINTENA® can cause, contribute to, or exacerbate Compulsive Behaviours and Impulse Control Disorders, specifically, compulsive or pathological gambling, hypersexuality, binge-eating, and compulsive shopping.

The parties have reached a proposed settlement (the “Settlement”), subject to approval of the Ontario Superior Court of Justice and the Superior Court of Québec (the “Courts”).

On March 13, 2020, the Ontario Superior Court of Justice certified a national class action against Bristol-Myers Squibb, Otsuka, and Lundbeck on behalf of the Classes of person described above. All appeals were completed on February 28, 2022.

Previously, a national class action, which includes individuals in Canada who were prescribed and have ingested and/or used ABILIFY® before February 23, 2017, was authorized by the Superior Court of Québec on December 12, 2019. Notice of authorization of the Québec class action was previously provided on January 6, 2020. The opt-out deadline for ABILIFY® Class Members who did not wish to participate in the Québec Class Action expired on May 31, 2020.

WHAT IS THE PROPOSED SETTLEMENT?

The Settlement provides for the creation of a CDN \$14.75 million Settlement fund which will be used to pay compensation for Approved Claims, \$295,000.00 in satisfaction of the claims of the Public Health Insurers, the costs of notice and administration, and Court-approved Class Counsel Legal Fees, disbursements and taxes.

Not all Class Members will be eligible for compensation. The proposed Distribution Protocol and Claim Forms, which are subject to Court-approval, are available on the Settlement Website and the websites of Class Counsel and may be requested from the Claims Administrator. The Defendants have denied, and continue to deny, the allegations against them in the Class Actions and have had no role in the determination of Settlement Class Members’ eligibility to participate in the Settlement or the allocation

of benefits available to ABILIFY® and ABILIFY MAINTENA® Class Members.

FOR MORE INFORMATION:

If you have questions about the Settlement and/or would like to obtain more information and/or copies of the Settlement Agreement and related documents, please visit the websites of Class Counsel, [Rochon Genova LLP](#) and [Consumer Law Group Inc.](#) or contact the Claims Administrator at the addresses described below:

MNP Ltd. – Class Actions Claims Administration
2000, 112 - 4th Avenue SW
Calgary, AB, T2P 0H3
abilifysettlement@mnp.ca
Toll-Free: 1 (855) 653-0027

THE SETTLEMENT REQUIRES COURT APPROVAL

For the Settlement to become effective, Court approval is necessary. The Courts must be satisfied that the Settlement is fair, reasonable and in the best interests of Class Members. The Approval Hearings have been scheduled to be heard before the Ontario Superior Court of Justice and the Superior Court of Québec on **[DATE]** and **[DATE]**, respectively.

RIGHT TO OPT OUT OR TO OBJECT

If you previously opted out of the Québec class action but now wish to participate in the Settlement, you may do so by contacting Class Counsel.

If you are an ABILIFY MAINTENA® Class Member, you have the right to exclude yourself from the Ontario class action and from the Settlement by delivering an **Opt Out** form before **[opt-out deadline]** to the Claims Administrator.

If you are an ABILIFY® Class Member, and did not previously opt out of the Québec class action, you may make a request to the Québec Court to opt out of the Settlement. If you do not opt out and the Settlement is approved and becomes effective, you will be bound by the Settlement which includes a release of your claims.

Opt Out forms are available online at www.abilifyclassactionsettlement.com, [Rochon Genova LLP](#) and [Consumer Law Group Inc.](#)

If you wish to **object** to the proposed Settlement, you must submit a written objection to the Claims Administrator by **no later than DATE, 2024** at the address listed in this Notice. The Claims Administrator will file copies of all objections with the Court. **Do NOT send an objection directly to the Court.**

You may also attend the Approval Hearings on the date noted above, and if you have submitted a written objection to the Claims Administrator, you may make oral submissions to the Court.

PARTICIPATING IN THE SETTLEMENT

If the Settlement is approved by the Courts, Claimants will have a limited amount of time within which to submit a claim for compensation. However, downloadable versions of the Claim Form are now available online at [Rochon Genova LLP](http://RochonGenovaLLP.com) and [Consumer Law Group Inc.](http://ConsumerLawGroupInc.com) and can be processed and finalized by the Claims Administrator if the proposed Settlement is approved. Claim Forms can also be requested from the Claims Administrator. If you intend to submit a claim under the proposed Settlement, you must do so on or before the expiry of the Claim Period, which will be posted on the Settlement Website: www.abilifyclassactionsettlement.com.

Toronto, Ontario M5H 2K1 Montreal, Québec H2L 4C3

Joel P. Rochon
Tel: (416) 363-1867
contact@rochongenova.com

Jeff Orenstein
Tel: 1 (888) 909-7863
abilify@clg.org

LEGAL FEES

At the Approval Hearings, Class Counsel will request approval for payment of their fees, disbursements and applicable taxes. Class Counsel has pursued this lawsuit on a contingency basis and will seek approval from the Courts for such payment in accordance with the terms of their retainer agreements.

WHO REPRESENTS ME? CLASS COUNSEL ARE:

Rochon Genova LLP	Consumer Law Group Inc.
Barristers • Avocats	Attorneys • Avocats
900-121 Richmond St. W.	1030 rue Berri, Suite 102

This Notice has been approved by the Ontario Superior Court of Justice and the Superior Court of Québec

Exhibit "I"

LIST OF PROVINCIAL HEALTH LEGISLATION

Province/ Territory	Ministry / Department	Legislation	Right of Recovery
Nova Scotia	Minister of Health and Wellness Department of Health and Wellness	<i>Health Services and Insurance Act</i> , RSNS 1989, c 197	“cost of the care, services and benefits”
New Brunswick	Minister of Health Executive Council	<i>Medical Services Payment Act</i> , RSNB 1973, c M-7 <i>Health Services Act</i> , RSNB 2014, c 112	“entitled services”
Prince Edward Island	Minister of Health and Wellness	<i>Health Services Payment Act</i> , RSPEI 1988, c H-2 <i>Hospital and Diagnostic Services Insurance Act</i> , RSPEI 1988, c H-8	“basic health services” “insured services”
Newfoundland and Labrador	Minister of Health and Community Services	<i>Medical Care and Hospital Insurance Act</i> , SNL2016 cM-5.01	“insured services”
Ontario	Minister of Health and Minister of Long-Term Care	<i>Health Insurance Act</i> , RSO 1990 c H 6 <i>Home Care and Community Services Act 1994</i> , S.O., 1994, c.26	“insured services” “approved services”
Manitoba	Minister of Health, Seniors and Active Living	<i>Health Services Insurance Act</i> , CCSM, 2015 c H35	“insured services”
Saskatchewan	Minister of Health	<i>The Health Administration Act</i> , SS 2014, c E-13.1	“health services”
Quebec	Régie de l’assurance maladie du Québec	<i>Health Insurance Act</i> , 2017 CQLR c A-29	“insured services”

Province/ Territory	Ministry / Department	Legislation	Right of Recovery
		<i>Hospital Insurance Act</i> , CQLR c A-28	
Yukon	Minister of Health and Social Services	<i>Hospital Insurance Services Act</i> , RSY 2002, c 112 <i>Health Care Insurance Plan Act</i> , RSY 2002, c.107	“insured services” “insured health services”
Northwest Territories and Nunavut	Minister of Health and Social Services	<i>Hospital Insurance and Health and Social Services Administration Act</i> , RSNWT 1998, c T-3 <i>Medical Care Act</i> , R.S.N.W.T. 1988, c.M-8	“insured services”
Alberta	Minister of Health	<i>Crown’s Right of Recovery Act</i> , SA 2009, c C-35	“the Crown’s cost of health services”
British Columbia	Minister of Health	<i>Healthcare Costs Recovery Act</i> , SBC 2008 c. 27	“health care services”

Exhibit “J”

Settlement Approved in the Canadian ABILIFY® and ABILIFY MAINTENA® Class Actions in Ontario and Québec

This notice was approved by the Ontario Superior Court of Justice and the Superior Court of Québec.

Please read it carefully as it may affect your legal rights.

TORONTO, ON and MONTREAL, QC – [Date of release] /Newswire/ – On [DATE] and [DATE] the Ontario Superior Court of Justice and the Superior Court of Québec (the “Courts”) approved a settlement reached on behalf of all individuals and the estates and family members of individuals in Canada who were prescribed and took ABILIFY® before February 23, 2017 and/or received injections of ABILIFY MAINTENA® between February 6, 2014 and December 16, 2016 and experienced Compulsive Behaviours and Impulse Control Disorders, namely, compulsive gambling, hypersexuality, compulsive shopping/spending, and binge-eating. The Defendants are the companies responsible for the development, market approval, research, testing, manufacture, and distribution of ABILIFY® and ABILIFY MAINTENA® in Canada.

The Settlement provides for payment of CDN \$14,750,000.00, which will be used to pay compensation for Approved Claims, \$368,750.00 in satisfaction of the claims of the Public Health Insurers, the costs of notice and administration, and Court-approved Class Counsel legal fees in the amount of [XXX], disbursements and taxes. The Courts have appointed MNP Ltd. as Administrator of the Settlement.

Settlement Benefits will be distributed in accordance to the Distribution Protocol approved by the Courts. Not all Class Members will be eligible for compensation. The Defendants have no role in the determination of Settlement Class Member eligibility to participate in the Settlement or the allocation of benefits available to Settlement Class Members.

The Courts have not made any determination of the merits of the claims. The Settlement is a compromise of disputed claims and is not an admission of liability or wrongdoing of the Defendants.

Important Deadline: To be eligible for compensation, **Class Members must submit a completed Claim Form to the Administrator no later than X**. If you do not file a claim by this deadline, you may not be able to claim a portion of the Settlement and your claim will be extinguished. As a result, it is necessary that you **act without delay**.

Claim Forms are available for download on the Settlement Website at Abilifyclassactionsettlement.com.

How Do I Get More Information?

If you have questions about the Settlement, how to file a Claim Form, and/or to obtain more information and/or copies of the Settlement Agreement and related documents, please visit the

websites of Class Counsel, [Rochon Genova LLP](#) and [Consumer Law Group Inc.](#) or contact the Court Appointed Claims Administrator at the address below:

MNP Ltd. – Class Actions Claims Administration

2000, 112 - 4th Avenue SW
Calgary, AB, T2P 0H3
abilifysettlement@mnp.ca

Toll-Free: 1 (855) 653-0027

*The publication of this notice was authorized by the Ontario Superior Court of Justice Please
Do Not Contact the Court*

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Source: Rochon Genova LLP

Media Contact(s): Joel P. Rochon, Rochon Genova LLP, 1.866.881.2292

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

MATTHEW KIRSH and GAYLE KIRSH

Plaintiffs

– and –

BRISTOL-MYERS SQUIBB, BRISTOL-MYERS SQUIBB CANADA CO./LA SOCIÉTÉ
BRISTOL-MYERS SQUIBB, OTSUKA PHARMACEUTICAL CO., LTD., OTSUKA
CANADA PHARMACEUTICAL INC., OTSUKA AMERICA PHARMACEUTICAL, INC.,
OTSUKA AMERICA, INC., OTSUKA MARYLAND MEDICINAL LABORATORIES, INC.,
and OTSUKA PHARMACEUTICAL DEVELOPMENT & COMMERCIALIZATION, INC., H.
LUNDBECK A/S, and LUNDBECK CANADA INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION, made by the Plaintiffs, for *inter alia*, an Order fixing the date of the Settlement Approval Hearing, approving the form, content and the manner of dissemination of the Notice of Settlement Approval Hearing and Certification of this action, appointing Dewar Communications Inc. as Administrator of the Notices, and directing that MNP Ltd. be appointed as Claims Administrator to coordinate the Notice of Settlement Approval Hearings was heard in writing this day at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

ON READING the materials filed, including the Settlement Agreement, dated **XXXX**, attached as Schedule **“A”** to this Order; and;

ON BEING ADVISED that the Defendants consent to this Order;

1. **THIS COURT ORDERS** that except as otherwise stated, the capitalized terms in this Order have the definitions set out in the Settlement Agreement;
2. **THIS COURT ORDERS** that the Settlement Approval Hearing shall take place on a date and time to be set by the court;
3. **THIS COURT ORDERS** that the form and content of the Notice of Settlement Approval Hearings substantially in the forms attached as Schedules "X" and "X" (the "Short Form Notices"), Schedules "X" and "X" (the "Long Form Notices"), and the press releases substantially in the form attached as Schedules "X" and "X" (the "Press Releases") are hereby approved;
4. **THIS COURT ORDERS** that the Notice of Settlement Approval Hearing and Press Releases shall be published and disseminated in accordance with the Notice Plan attached to the Settlement Agreement as Schedule X;
5. **THIS COURT ORDERS** that the form of the Notice of Settlement Approval Hearings and Press Releases, and the manner of their dissemination as set out in the Notice Plan, constitute sufficient notice to all persons entitled to notice and satisfies the requirements of notice under section 17 and 19 of the *CPA*;
6. **THIS COURT ORDERS** that Abilify Maintena Class Members may opt out of the Settlement by sending a signed Opt Out Form by mail, courier or facsimile to the Claims Administrator in the form attached to the Settlement Agreement as Exhibits X (the "Opt Out Forms") by the Opt Out Deadline;

7. **THIS COURT ORDERS** that any Abilify Class Member did not previously opt out of *Scheer c. Bristol-Myers Squibb Canada Co.*, 500-06-000831-160 (“Quebec action”) by the opt-out deadline may not opt out of the Settlement without approval of the Superior Court of Quebec.

8. **THIS COURT ORDERS** that any Class Member in this action who does not opt out of this action by the Opt Out Deadline and in accordance with the Settlement Agreement may not subsequently opt out without leave of court, and will be bound by the Settlement and/or any subsequent court decision or any settlement reached by the parties and approved by the court;

9. **THIS COURT ORDERS** that any objector who wishes to appear before the court at the Settlement Approval Hearing must send a notice of intention to appear in writing, which should be postmarked, served, filed and be received by the Claims Administrator at least ten (10) days prior to the said Settlement Approval Hearing. Such notice of intention to appear should include the name, address, and telephone number of the Class Member and any lawyer who will appear on his or her behalf, if applicable;

10. **THIS COURT ORDERS** that, within 5 days of the expiration of the Opt Out Deadline and the Objection Deadline, the Claims Administrator shall provide to the Parties, through their counsel, an Opt Out and Objection Report advising as to the following information in respect of each Class Member, if any, who has opted out or objected to the Settlement:

- i. the Class Member’s full name, current address, telephone number and email address;
- ii. the stated reasons the Class Member is seeking to opt out or object, if known; and
- iii. a copy of all information provided by that Class Member in the opting-out or objections process, including the Opt Out Form or written objection.

11. **THIS COURT ORDERS THAT** the Defendants shall pay Notice Expenses and Claims Administration Expenses before approval of the Settlement, such expenses to be deducted from the Settlement Amount payable if the Settlement is approved. In the event that the Settlement is not approved, the Defendants shall bear the Notice Expenses as well as all Claims Administration Expenses up until the date of termination of the Settlement, such costs being non-refundable to the Defendants;

12. **THIS COURT ORDERS** that Dewar Communications Inc. be appointed as Administrator of the Notices;

13. **THIS COURT ORDERS** that MNP Ltd. be appointed as Claims Administrator to administer the proposed Settlement, including processing opt outs and coordinating the Notice of Settlement Approval Hearings;

14. **THIS COURT ORDERS** that if the Settlement Agreement is not approved, if it is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order, and all Opt Out Forms delivered pursuant to this Order, shall be set aside and declared null and void and of no force or effect, without the need for any further order of this Court.

15. **THIS COURT ORDERS** that there be no costs on this consent motion.

THE HONOURABLE JUSTICE MORGAN

MATTHEW KIRSH, et al.
Plaintiffs

-and-

BRISTOL-MYERS SQUIBB, et al.
Defendants

Court File No.: CV-16-553833-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED IN
TORONTO

ORDER

ROCHON GENOVA LLP

Barristers • Avocats
121 Richmond Street West, Suite 900
Toronto, ON M5H 2K1

Joel P. Rochon (LSO #: 28222Q)
Golnaz Nayerahmadi (LSO #: 68204C)
Sarah J. Fiddes (LSO #: 84897H)

Tel: 416.363.1867
Fax: 416.363.0263

Lawyers for the Plaintiffs

SUPERIOR COURT
(Class Action)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N^o: 500-06-000831-160

DATE: , 2024

BY: THE HONOURABLE PIERRE NOLLET, J.S.C.

STEVEN SCHEER
Plaintiff

v.

BRISTOL-MYERS SQUIBB CANADA CO.
and
OTSUKA CANADA PHARMACEUTICALS INC.
Defendants

JUDGMENT
(NOTICE APPROVAL)

[1] **WHEREAS** by judgment dated December 12, 2019, the present class action was authorized on behalf of a national class;

[2] **WHEREAS** on , 2024, the Plaintiff filed an Application for: (a) Approval of the Notice of Settlement Approval Hearings; (b) Approval of the Notice Plan; (c) Approval of the Claim Form; (d) Approval of the Opt-Out Form; and (e) Appointment of the Claims Administrator (the "Application");

[3] **CONSIDERING** the materials filed, including the Settlement Agreement entered into by the Parties as at August , 2024;

[4] **CONSIDERING** the submissions of counsel for the Plaintiff and counsel for the Defendants;

[5] **CONSIDERING** that the Parties all consent to this Judgment;

[6] **CONSIDERING** articles 580, 581, and 590 of the *Code of Civil Procedure*;

POUR CES MOTIFS, LE TRIBUNAL :	WHEREFORE, THE COURT:
[7] ACCUEILLE la présente Demande ;	GRANTS the present Application;
[8] ORDONNE que, sauf indication contraire, les termes commençant par une majuscule dans le présent Jugement ont la définition qui leur est donnée dans l'Entente de règlement ;	ORDERS that except as otherwise stated, the capitalized terms in this Judgment have the definitions set out in the Settlement Agreement;
[9] ORDONNE que l'Audience d'approbation du règlement ait lieu à une date et à une heure fixées par le tribunal ;	ORDERS that the Settlement Approval Hearing shall take place on a date and time to be set by the Court;
[10] APPROUVE la forme et le contenu de l'Avis d'audiences d'approbation de règlement, essentiellement dans les formes jointes aux Annexes « X » et « X » (les « Avis abrégés »), les Annexes « X » et « X » (les « Avis détaillés »), et les communiqués de presse essentiellement dans la forme jointe aux Annexes « X » et « X » (les « Communiqués de presse ») de l'Entente de règlement ;	APPROVES the form and content of the Notice of Settlement Approval Hearings substantially in the forms attached as Schedules "X" and "X" (the "Short Form Notices"), Schedules "X" and "X" (the "Long Form Notices"), and the press releases substantially in the form attached as Schedules "X" and "X" (the "Press Releases") of the Settlement Agreement;
[11] ORDONNE que l'Avis d'audiences d'approbation de règlement et les Communiqués de presse soient publiés et diffusés conformément au Plan de notification joint à Annexe X de l'Entente de règlement ;	ORDERS that the Notice of Settlement Approval Hearings and Press Releases shall be published and disseminated in accordance with the Notice Plan attached as Schedule X to the Settlement Agreement;
[12] ORDONNE que la forme de l'Avis d'audiences d'approbation du règlement et des Communiqués de presse, ainsi que le mode de leur diffusion tel qu'il est indiqué dans le plan de notification, constituent un	ORDERS that the form of the Notice of Settlement Approval Hearings and Press Releases, and the manner of their dissemination as set out in the Notice Plan, constitute sufficient notice to all persons

avis suffisant à toutes les personnes ayant droit à un avis et satisfont aux exigences de notification en vertu des articles 581 et 590 C.p.c. ;	entitled to notice and satisfies the requirements of notice under sections 581 and 590 C.C.P.;
[13] APPROUVE le Formulaire d'exclusion tel qu'il figure à l'Annexe X de l'Entente de règlement ;	APPROVES the Opt-Out Form in the form attached as Schedule X to the Settlement Agreement;
[14] APPROUVE le Formulaire de réclamation tel qu'il figure à l'Annexe X de l'Entente de règlement ;	APPROVES the Claim Form in the form attached as Schedule X to the Settlement Agreement;
[15] ORDONNE que les Membres du groupe Abilify Maintena puissent s'exclure du Règlement en envoyant un Formulaire d'exclusion signé par poste, messagerie ou télécopieur à l'Administrateur des réclamations dans le formulaire joint à l'Entente de règlement comme Pièce X (les « Formulaires d'exclusion ») avant la Date limite d'exclusion ;	ORDERS that Abilify Maintena Class Members may opt out of the Settlement by sending a signed Opt Out Form by mail, courier or facsimile to the Claims Administrator in the form attached to the Settlement Agreement as Exhibits X (the "Opt Out Forms") by the Opt Out Deadline;
[16] ORDONNE que tout Membre du Groupe Abilify qui ne s'est pas exclu de la présente recours québécoise avant la date limite d'exclusion ne peut s'exclure du Règlement sans l'approbation de ce Tribunal ;	ORDERS that any Abilify Class Member that did not previously opt out of the present Quebec proceeding by the opt-out deadline may not opt out of the Settlement without approval of this Court;
[17] ORDONNE que tout Membre du groupe qui ne s'est pas exclu de ce recours avant la Date limite d'exclusion et conformément à l'Entente de règlement ou encore avec l'autorisation du Tribunal, est lié par l'Entente de règlement et/ou toute décision judiciaire ultérieure ou tout règlement conclu par les parties et approuvé par le Tribunal ;	ORDERS that any Class Member who did not opt out of this action by the Opt Out Deadline and in accordance with the Settlement Agreement or with leave of the Court, will be bound by the Settlement and/or any subsequent court decision or any settlement reached by the parties and approved by the Court;
[18] ORDONNE que tout objecteur qui souhaite comparaître devant le Tribunal lors de l'Audience d'approbation du règlement doit envoyer un avis d'intention de	ORDERS that any objector who wishes to appear before the court at the Settlement Approval Hearing must send a notice of intention to appear in writing, which should

<p>comparaître par écrit, qui doit être timbré, signifié, déposé et reçu par l'Administrateur des réclamations au moins dix (10) jours avant ladite Audience d'approbation du règlement. Cet avis d'intention de comparaître doit inclure le nom, l'adresse et le numéro de téléphone du Membre du groupe et de tout avocat qui comparaitra en son nom, le cas échéant ;</p>	<p>be postmarked, served, filed and be received by the Claims Administrator at least ten (10) days prior to the said Settlement Approval Hearing. Such notice of intention to appear should include the name, address, and telephone number of the Class Member and any lawyer who will appear on his or her behalf, if applicable;</p>
<p>[19] ORDONNE que, dans les 5 jours suivant l'expiration de la Date limite d'exclusion et de la Date limite d'opposition, l'Administrateur des réclamations fournira aux Parties, par l'intermédiaire de leurs avocats, un Rapport d'exclusion et d'opposition contenant les informations suivantes concernant chaque Membre du groupe, le cas échéant, qui s'est exclu ou s'est opposé à l'Entente de règlement :</p> <ul style="list-style-type: none"> i. le nom complet, l'adresse actuelle, le numéro de téléphone et l'adresse électronique du Membre du groupe ; ii. les raisons invoquées par le Membre du groupe pour s'exclure ou s'opposer, si elles sont connues ; et iii. une copie de toutes les informations fournies par ce Membre du groupe dans le cadre de la procédure d'exclusion ou d'objection, y compris le Formulaire d'exclusion ou l'objection écrite; 	<p>ORDERS that, within 5 days of the expiration of the Opt Out Deadline and the Objection Deadline, the Claims Administrator shall provide to the Parties, through their counsel, an Opt Out and Objection Report advising as to the following information in respect of each Class Member, if any, who has opted out or objected to the Settlement:</p> <ul style="list-style-type: none"> i. the Class Member's full name, current address, telephone number and email address; ii. the stated reasons the Class Member is seeking to opt out or object, if known; and iii. a copy of all information provided by that Class Member in the opting-out or objections process, including the Opt Out Form or written objection;
<p>[20] ORDONNE que les Défenderesses doivent payer les Frais d'avis et les Frais d'administration des réclamations avant l'approbation du Règlement, ces frais devant être déduits du Montant du règlement payable si le Règlement est approuvé. Dans l'éventualité où le Règlement n'est pas approuvé, les Défenderesses devront supporter les Frais</p>	<p>ORDERS that the Defendants shall pay Notice Expenses and Claims Administration Expenses before approval of the Settlement, such expenses to be deducted from the Settlement Amount payable if the Settlement is approved. In the event that the Settlement is not approved, the Defendants shall bear the Notice Expenses as well as all Claims Administration Expenses up until</p>

<p>d'avis ainsi que tous les Frais d'administration des réclamations jusqu'à la date de résiliation du Règlement, ces frais n'étant pas remboursables aux Défenderesses ;</p>	<p>the date of termination of the Settlement, such costs being non-refundable to the Defendants;</p>
<p>[21] ORDONNE que la date et l'heure de l'Audience d'approbation du règlement soient indiquées dans l'Avis d'audiences d'approbation du règlement, mais qu'elles puissent faire l'objet d'un ajournement par ce Tribunal sans autre publication d'un avis aux Membres du groupe que l'affichage de toute nouvelle date et heure de cette audience sur le Site Web du règlement établi et maintenu par l'Administrateur des réclamations ;</p>	<p>ORDERS that the date and time of the Settlement Approval Hearing shall be set forth in the Notice of Settlement Approval Hearings, but may be subject to adjournment by this Court without further publication of any notice to Class Members other than by posting any new date and time for that hearing on the Settlement Website established and maintained by the Claims Administrator;</p>
<p>[22] ORDONNE que Dewar Communications Inc. soit nommé Administrateur des avis ;</p>	<p>ORDERS that Dewar Communications Inc. be appointed as Administrator of the Notices;</p>
<p>[23] ORDONNE que MNP Ltd. soit nommé Administrateur des réclamations pour administrer le Règlement proposé, y compris le traitement des exclusions et la coordination de l'Avis d'audiences d'approbation du règlement ;</p>	<p>ORDERS that MNP Ltd. be appointed as Claims Administrator to administer the proposed Settlement, including processing opt outs and coordinating the Notice of Settlement Approval Hearings;</p>
<p>[24] ORDONNE que si l'Entente de règlement n'est pas approuvée, si elle est résiliée conformément à ses termes ou si elle ne prend pas effet pour quelque raison que ce soit, le présent Jugement et tous les Formulaires d'exclusion délivrés en vertu du présent Jugement seront annulés et déclarés nuls et nonavenus et sans effet, sans qu'il soit nécessaire d'obtenir une autre ordonnance de ce Tribunal ;</p>	<p>ORDERS that if the Settlement Agreement is not approved, if it is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order, and all Opt Out Forms delivered pursuant to this Order, shall be set aside and declared null and void and of no force or effect, without the need for any further order of this Court;</p>
<p>[25] ORDONNE que le présent Jugement est subordonné à une ordonnance parallèle rendue par la Cour supérieure de justice de l'Ontario et que les termes de ce Jugement</p>	<p>ORDERS that this Judgment is contingent upon a parallel order being made by the Ontario Superior Court of Justice and the terms of this Judgment shall not be effective</p>

ne seront pas en vigueur tant qu'une telle ordonnance n'aura pas été rendue par la Cour supérieure de justice de l'Ontario ;	unless and until such an order is made by the Ontario Superior Court of Justice;
[26] LE TOUT sans frais de justice.	THE WHOLE without legal costs.
	<hr/> PIERRE NOLLET, J.S.C.

Me Jeff Orenstein
 Me Lawrence David
 CONSUMER LAW GROUP INC.
 Attorneys for the Plaintiff

Me Robert Torralbo
 Me Ariane Bisailon
 BLAKES LLP
 Attorneys for Defendant Bristol-Myers Squibb Canada Co.

Me Marianne Ignacz
 INF LLP
 Attorneys for Defendant Otsuka Canada Pharmaceutical Inc.

Exhibit “M”

CANADIAN ABILIFY® AND ABILIFY MAINTENA® SETTLEMENT

ACKNOWLEDGMENT LETTER

DATE

CLASS MEMBER’S NAME

CLASS MEMBER’S ADDRESS

CLASS MEMBER’S CITY, PROV, POSTAL

RE: Your file #

We are writing to you as the Court-appointed Claims Administrator of the Canadian ABILIFY® and ABILIFY MAINTENA® Class Action Settlement. Thank you for submitting your Canadian ABILIFY® and ABILIFY MAINTENA® Settlement Claim Package. Unless otherwise indicated in this letter, all capitalized terms have the meanings set out in the Settlement Agreement.

This letter confirms that we have received your Claim Package and any attached supporting documentation. Your Claim Package will now be reviewed for completeness and, if it is considered to be deficient (i.e., missing any of the required information and/or documentation), you will be notified in writing and given an opportunity to provide additional information and/or documentation.

If your Claim Package is complete at this time, we will move forward with reviewing your Claim Package for a determination of the eligibility of your Claim, after which you will be sent a Claim Determination Letter that will advise you as to: i) whether you have been approved to receive compensation for Psychological Harm, ii) the category of Psychological Harm (Mild, Moderate, Severe) under which you have qualified (compensation under which is distributed in accordance with the Distribution Grid), iii) whether you qualify for compensation for Residual Catastrophic Injury, iv) whether you are entitled to receive compensation for Financial Loss, and v) the estimate of recovery for any eligible Financial Loss.

Please note that all preliminary determinations of the amount of compensation the Class Member may receive are subject to *pro rata* reductions or increases, depending on the total number of Approved Claims. If your Claim is NOT approved, you will have the opportunity to challenge that decision. The details about how to do so will be set out in the Claim Determination Letter.

No Claims will be paid until all submitted Claims have been finally adjudicated (including the resolution of all Challenges). Within ninety (90) days after all Claims have been finally adjudicated, you will be sent a Final Claim Determination Letter which will advise you of the final determination on your Claim and, if your Claim was approved, it will set out the final amount of your compensatory payment and enclose a cheque in that amount.

If you have any questions or concerns, or if your mailing address or contact information changes, please contact the Claims Administrator's Information Line at 1 (855) 653-0027 or abilifysettlement@mp.ca.

Sincerely,

Claims Administrator

Exhibit “N”

CANADIAN ABILIFY® AND ABILIFY MAINTENA® SETTLEMENT

FINAL CLAIM DETERMINATION LETTER

DATE

CLASS MEMBER’S NAME

CLASS MEMBER’S ADDRESS

CLASS MEMBER’S CITY, PROV, POSTAL

RE: Your file #

We are writing to you as the Court-appointed Claims Administrator of the Canadian ABILIFY® and ABILIFY MAINTENA® Class Action Settlement. Unless otherwise indicated in this letter, all capitalized terms have the meanings set out in the Settlement Agreement.

[if an approved Claim and the Claims Admin decision was NOT challenged, use following language only] All Claims under the Canadian ABILIFY® and ABILIFY MAINTENA® Settlement have now been finally adjudicated. Your Claim was approved and the Compensatory Payment has been determined in accordance with the terms of the Settlement Agreement in the amount of \$_____ ._____ A cheque in the amount of \$_____ is enclosed herewith.

[If the Claim was challenged, use the following language] Your Challenge Materials (including your Claim Package and supporting documentation, the Claim Determination Form, the Claim Determination Letter, your Notice of Challenge **[if submitted, add reference to written submissions here]**) were submitted to the Adjudicator on **[insert date]**.

In accordance with the written reasons of the Adjudicator, which are attached hereto, your Challenge has been [add “allowed” or “denied”, as the case may be, and any resulting particulars; i.e., not eligible, eligible, same compensation payable, different compensation payable, etc. and if Challenge allowed, note the amount of the Compensatory Payment and that a cheque in that amount is enclosed]

The decision of the Adjudicator is final and binding and is not subject to any further Challenge, appeal, or revision.

Sincerely,

Claims Administrator

Exhibit “O”

CANADIAN ABILIFY® AND ABILIFY MAINTENA® SETTLEMENT

CLAIM DETERMINATION FORM

NAME OF CLASS MEMBER:

FILE#:

DATE OF BIRTH:

The Claim Package and supporting documentation related to the claim of the above-referenced Class Member in the Canadian ABILIFY® and ABILIFY MAINTENA® Class Action Settlement has been reviewed and it has been determined, in accordance with the terms of the Settlement Agreement, as follows:

- The Class Member **did not** suffer a Compensable Injury; **OR**
- The Class Member **did** suffer a Compensable Injury, as follows:

Psychological Harm

1) Mild:

- The Class Member took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **1-6 months** **and** experienced one or more of the following Compulsive Behaviours or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA® (check all that apply):
 - Compulsive gambling
 - Hypersexuality
 - Binge eating
 - Uncontrollable shopping

DATES DURING WHICH BEHAVIOURS OCCURRED:

- The Class Member provided a signed attestation that they took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **1-6 months and** experienced one or more of the above Compulsive Disorders or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®.

2) Moderate:

- The Class Member took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **more than 6 months and** experienced one or more of the following Compulsive Behaviours or Impulse Control Disorders (check all that apply) while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®:

- | | |
|----------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Compulsive gambling | <input type="checkbox"/> Binge eating |
| <input type="checkbox"/> Hypersexuality | <input type="checkbox"/> Uncontrollable shopping |

DATES DURING WHICH BEHAVIOURS OCCURRED:

- The Class Member provided a signed attestation (**Section 7A**) that they took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **more than 6 months and** experienced one or more Compulsive Behaviours or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®.

OR

- The Class Member took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **1-6 months and**, while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®, experienced one or more of the following Compulsive Behaviours or Impulse Control Disorders of such severity that treatment or counselling was sought for the Compulsive Behaviours or Impulse Control Disorders in question (check all that apply):

- | | |
|----------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Compulsive gambling | <input type="checkbox"/> Binge eating |
| <input type="checkbox"/> Hypersexuality | <input type="checkbox"/> Uncontrollable shopping |

The Class Member attached medical records specifying the following forms of treatment or counselling were sought or provided. If the treatment in question was not covered by provincial health insurance, the Class Member attached receipts or

confirmation of payment for:

- | | |
|------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Gambling counselling | <input type="checkbox"/> Binge eating clinic |
| <input type="checkbox"/> Hypersexuality clinic | <input type="checkbox"/> Uncontrollable shopping clinic |

DATES DURING WHICH BEHAVIOURS OCCURRED:

DATES DURING WHICH SPECIALIZED COUNSELLING OR TREATMENT WAS SOUGHT OR RECEIVED:

- The Class Member provided a signed attestation (**Section 7A**) that the Class Member took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **1-6 months** and, while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®, experienced one or more Compulsive Disorders or Impulse Control Disorders of such severity that treatment or counselling was sought for the Compulsive Behaviours or Impulse Control Disorders in question.

3) Severe:

- a) The Class Member took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **more than 6 months** and experienced one or more of the below Compulsive Behaviours or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA® (check all that apply), and experienced bankruptcy, divorce, re-mortgaging of a property, and/or criminal prosecution for fraud, theft, termination or loss of employment, contemporaneous to experiencing Compulsive Behaviours and/or Impulse Control Disorders

- | | |
|----------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Compulsive gambling | <input type="checkbox"/> Binge eating |
| <input type="checkbox"/> Hypersexuality | <input type="checkbox"/> Uncontrollable shopping |

- The Class Member attached records demonstrating they experienced the Compulsive Behaviours or Impulse Control Disorders (e.g. gambling records, such as ATM withdrawals at casinos, self-exclusion from a casino, credit card or banking statements showing payments for gambling, or medical records or counselling records documenting that treatment was sought for Compulsive Behaviours or Impulse Control Disorders).

The Class Member attached records demonstrating bankruptcy, divorce, re-mortgaging of a property, and/or criminal prosecution for fraud, theft, termination or loss of employment, etc. contemporaneous to experiencing Compulsive Behaviours and/or Impulse Control Disorders, check all that apply:

- | | |
|----------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Declaration of Bankruptcy | <input type="checkbox"/> Re-mortgaging a property |
| <input type="checkbox"/> Divorce | <input type="checkbox"/> Criminal prosecution |
| <input type="checkbox"/> Other _____ | |

DATES DURING WHICH BEHAVIOURS OCCURRED:

DATES OF BANKRUPTCY, DIVORCE, RE-MORTGAGING OF A PROPERTY, AND/OR CRIMINAL PROSECUTION FOR FRAUD, THEFT, ETC.:

The Class Member provided a signed attestation (**Section 7A**) that they took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **more than 6 months**, experienced one or more Compulsive Behaviours or Impulse Control Disorders while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®, **and** experienced bankruptcy, divorce, re-mortgaging of a property, and/or criminal prosecution for fraud, theft, etc. contemporaneous to or after experiencing Compulsive Behaviours and/or Impulse Control Disorders

OR/ AND (if applicable)

b) While on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®, the Class Member experienced one or more of the following Compulsive Behaviours or Impulse Control Disorders for **more than 6 months** of such severity that treatment or counselling was sought for the Compulsive Behaviours or Impulse Control Disorders in question **for more than 6 months** (check all that apply):

- | | |
|----------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Compulsive gambling | <input type="checkbox"/> Binge eating |
| <input type="checkbox"/> Hypersexuality | <input type="checkbox"/> Uncontrollable shopping |

- The Class Member attached records demonstrating they experienced the Compulsive Behaviours or Impulse Control Disorders (e.g. gambling records, such as ATM withdrawals at casinos, self-exclusion from a casino, credit card or banking statements showing payments for gambling, or medical records or counselling records documenting that treatment was sought for Compulsive Behaviours or Impulse Control Disorders).
- The Class Member attached records specifying the form of treatment or counselling sought or provided. If the treatment in question was not covered by provincial health insurance, the Class Member attached receipts of same:
 - Gambling counselling
 - Hypersexuality clinic
 - Binge eating clinic
 - Uncontrollable shopping

DATES DURING WHICH BEHAVIOURS OCCURRED:

DATES DURING WHICH SPECIALIZED COUNSELLING OR TREATMENT WAS SOUGHT OR RECEIVED:

- The Class Member provided a signed attestation (**Section 7A**) that they took ABILIFY® and/or received injections of ABILIFY MAINTENA® for **more than 6 months and**, while on or within 3 months of discontinuing their use of ABILIFY® or receiving injections of ABILIFY MAINTENA®, experienced one or more of the Compulsive Behaviours or Impulse Control Disorders of such severity that treatment or counselling was sought for the Compulsive Behaviours or Impulse Control Disorders in question **for more than 6 months**.

4) Residual Catastrophic Injury:

- The Class Member provided documentary evidence demonstrating that, in addition to claiming under the Mild, Moderate or Severe Psychological Harm categories they:
 - i) experienced catastrophic physical or psychological consequences of Compulsive Behaviours or Impulse Control Disorders alleged to have been caused by the use of ABILIFY® and/or ABILIFY MAINTENA®, including but not limited to: contracting HIV, Hepatitis, or a non-treatable STI (sexually transmitted infection) as a result of hypersexuality, suicidality and related hospitalization related to Compulsive Behaviours or Impulse Control Disorders and their consequences. Specifically, they experienced (attach additional sheets if needed):

Financial Harm

1) Compensable gambling losses

- The Class Member provided all available documentation capable of showing gambling activity at each venue where gambling took place. In the aggregate between these venues, the Class Member suffered a net gambling loss of: \$ _____.

- The Class Member confirmed that when the at issue gambling occurred, they were not taking any other dopamine agonist medications, including but not limited to:
 - Pramipexole (Mirapex)
 - Ropinirole (Requip)
 - Pergolide (Permax)
 - Other (please fill in): _____

2) Compensable income loss

- The Class Member provided documentation for entitlement to compensation for termination or loss of employment.

3) Compensable loan losses

- The Class Member provided documentation for entitlement to compensation for compensable loan losses.

- The Class Member provided complete Financial Records from the following lenders, in the following amounts:
 - i. Lender: _____ Loan Amount: \$ _____.
 - ii. Lender: _____ Loan Amount: \$ _____.
 - iii. Lender: _____ Loan Amount: \$ _____.
 - iv. Lender: _____ Loan Amount: \$ _____.
 - v. Lender: _____ Loan Amount: \$ _____.

Family Class Member Claims:

The Family Class Member provided records demonstrating the following Family Class Members are entitled to settlement benefits:

- i. Relationship: _____ Claim % Entitlement
_____.
- ii. Relationship: _____ Claim % Entitlement
_____.
- iii. Relationship: _____ Claim % Entitlement
_____.
- iv. Relationship: _____ Claim % Entitlement
_____.
- v. Relationship: _____ Claim % Entitlement
_____.

DATE: _____

Unless otherwise indicated herein, all capitalized terms have the meanings set out in the Settlement Agreement.

Exhibit “P”

CANADIAN ABILIFY® AND ABILIFY MAINTENA® SETTLEMENT

DEFICIENCY LETTER

DATE

CLASS MEMBER’S NAME

CLASS MEMBER’S ADDRESS

CLASS MEMBER’S CITY, PROV, POSTAL

RE: Your file #

We are writing to you as the Court-appointed Claims Administrator of the Canadian ABILIFY® and ABILIFY MAINTENA® Class Action Settlement. Thank you for submitting your Canadian ABILIFY® and ABILIFY MAINTENA® Settlement Claim Package. Unless otherwise indicated in this letter, all capitalized terms have the meanings set out in the Settlement Agreement.

We have now reviewed your Claim Package for completeness pursuant to the terms of the Settlement, and have determined that the package is missing the following information and/or documentation necessary to support your Claim:

[particulars as to nature of deficiency/ies to be listed here]

As your Claim Package and/or supporting documentation has been deemed to be deficient, you may seek to obtain the referenced missing information and/or documentation. If you choose to do so, any such further information and/or documentation must be submitted to the Claims Administrator within **sixty (60) days** of receipt of this letter. You are not required to provide the requested information or further documentation. **However, if you do not provide the requested information or documentation listed above, this may affect your eligibility to obtain compensation for your Claim.**

Kindly submit all further documentation to the Claims Administrator at the following address:

**Attention: Canadian ABILIFY® and ABILIFY
MAINTENA® Class Action Settlement**

MNP Ltd. – Class Actions Claims Administration
2000, 112 - 4th Avenue SW
Calgary, AB, T2P 0H3
abilifysettlement@mnp.ca
Toll-Free: 1 (855) 653-0027

If you have any questions or concerns, please contact the Claims Administrator at the toll-free number or e-mail, set out above.

Sincerely,

Claims Administrator

Exhibit “Q”

CANADIAN ABILIFY® AND ABILIFY MAINTENA® SETTLEMENT

NOTICE OF CHALLENGE

NAME OF CLASS

MEMBER: FILE#:

DATE OF BIRTH:

I, _____, received a Claim Determination Letter

dated _____, related to the above-captioned Class Member’s claim

under the Canadian ABILIFY® and ABILIFY MAINTENA® Settlement and I wish to challenge the determination(s) set out therein as follows (check all that apply):

- I challenge the determination that the Class Member **did not** suffer a Compensable Injury;
- I challenge the determination as to the categorization of the Class Member’ Psychological Harm (please indicate the category of Compensable Psychological Harm that you believe the Class Member suffered):

- I challenge the determination that I am not qualified for additional compensation for Catastrophic Residual Injury

- I challenge the determination as to whether compensable Financial Harm was suffered (please indicate the Financial Harm that you believe the Class Member did suffer, along with the documentation supporting that this Financial Harm was suffered):
- I challenge the determination as to the approved estimated range of compensation for Psychological Harm or Financial Harm.
- Other challenge (please describe):

Please state the reason(s) for challenging the determination(s):

If you wish, you may attach written submissions in support of your Challenge. Any such submissions must not exceed **five (5)** pages in length. Your Notice of Challenge and any additional submissions you wish to submit must be sent to the Claims Administrator **no later than thirty (30) days** following the date of the Claim Determination Letter.

Unless otherwise indicated herein, all capitalized terms have the meanings set out in the Settlement Agreement.

Exhibit “R”

CANADIAN ABILIFY® AND ABILIFY MAINTENA® SETTLEMENT

FINAL CLAIM DETERMINATION LETTER

DATE

CLASS MEMBER’S NAME

CLASS MEMBER’S ADDRESS

CLASS MEMBER’S CITY, PROV, POSTAL

RE: Your file #

We are writing to you as the Court-appointed Claims Administrator of the Canadian ABILIFY® and ABILIFY MAINTENA® Class Action Settlement. Unless otherwise indicated in this letter, all capitalized terms have the meanings set out in the Settlement Agreement.

[if an approved Claim and the Claims Admin decision was NOT challenged, use following language only] All Claims under the Canadian ABILIFY® and ABILIFY MAINTENA® Settlement have now been finally adjudicated. Your Claim was approved and the Compensatory Payment has been determined in accordance with the terms of the Settlement Agreement in the amount of \$_____ ._____ A cheque in the amount of \$_____ is enclosed herewith.

[If the Claim was challenged, use the following language] Your Challenge Materials (including your Claim Package and supporting documentation, the Claim Determination Form, the Claim Determination Letter, your Notice of Challenge **[if submitted, add reference to written submissions here]**) were submitted to the Adjudicator on **[insert date]**.

In accordance with the written reasons of the Adjudicator, which are attached hereto, your Challenge has been [add “allowed” or “denied”, as the case may be, and any resulting particulars; i.e., not eligible, eligible, same compensation payable, different compensation payable, etc. and if Challenge allowed, note the amount of the Compensatory Payment and that a cheque in that amount is enclosed]

The decision of the Adjudicator is final and binding and is not subject to any further Challenge, appeal, or revision.

Sincerely,

Claims Administrator

EXHIBIT "S": PROVINCIAL HEALTH INSURER CONSENT AND RELEASE

WHEREAS [province specific legislation] (the "Act") permits a direct or subrogated claim (a "Claim") for the recovery of the costs for [insured services or analogous term] that have been incurred in the past and that will probably be incurred in the future and as further described in the Act and its regulations (collectively ["Insured Services or Analogous Term"]);

AND WHEREAS a proceeding was commenced in Ontario and Quebec against OTSUKA PHARMACEUTICAL CO., LTD., OTSUKA CANADA PHARMACEUTICAL INC., OTSUKA AMERICA PHARMACEUTICAL, INC., OTSUKA AMERICA, INC., OTSUKA MARYLAND MEDICINAL LABORATORIES, INC., OTSUKA PHARMACEUTICALS DEVELOPMENT & COMMERCIALIZATION, INC., BRISTOL-MYERS SQUIBB, BRISTOL-MYERS SQUIBB CANADA CO./LA SOCIÉTÉ BRISTOL-MYERS SQUIBB (collectively, the "Defendants") on behalf of a proposed class of Canadian residents who have been prescribed and/or ingested ABILIFY® ("Abilify") and ABILIFY MAINTENA® ("Maintena") (collectively the "Abilify Drugs");

AND WHEREAS pursuant to a Settlement Agreement dated [date] (the "Settlement Agreement") the Proceeding and all of the present and future claims of Class Members (as defined in the Settlement Agreement) for or relating in any way to the Abilify Drugs are to be fully resolved, on a national basis, without admission of liability;

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

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

IN CONSIDERATION OF the payment to be made from the Settlement Amount to the Provincial Health Insurer as good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the undersigned, [i], on behalf of the Provincial Health Insurer (hereinafter "Releasor"), releases any and all manner of claims which the Provincial Health Insurer ever had, now has or hereafter can, shall or may have pursuant to provincial or territorial legislation that permits the recovery of healthcare costs or medical expenses from third parties, whether known or unknown, past or future, direct or indirect or subrogated, relating in any way to the design, manufacture, sale, distribution, labelling, and/or use of the Abilify Drugs by Class Members during the Class Period, and including all subrogated and/or direct claims in respect of Class Members that were or could have been brought for the cost of medical care or treatment provided to Class Members, as well as medical screening or monitoring, arising from the facts alleged in the Proceeding, against the Released Parties (as defined in the Settlement Agreement).

AND THE STATUTORILY DESIGNATED OFFICIAL FOR THE PROVINCIAL

HEALTH INSURER REPRESENTS AND CONFIRMS that s/he has authority to bind the Releasor.

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

AND FOR THE SAID CONSIDERATION the Releasor covenants and agrees not to make a claim or to commence or take proceedings against any of the Released Parties, including any person, firm, partnership, business or corporation who or which might claim contribution from, or to be indemnified by the Released Parties, in respect of those matters to which this release applies.

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

IN WITNESS WHEREOF the Releasor [•] has hereunto set his/her hand and seal this day of _____, 2024.

Witness

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

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

Exhibit “T”

Proposed Settlement Reached in the Canadian ABILIFY® and ABILIFY MAINTENA® Class Actions, Settlement Approval Hearings Scheduled in Ontario and Québec for XXXX and XXX

This notice was approved by the Ontario Superior Court of Justice and the Superior Court of Québec.

Please read it carefully as it may affect your legal rights.

TORONTO, ON and MONTREAL, QC – [Date of release] /Newswire/ – A proposed Settlement has been reached on behalf of all individuals in Canada who were prescribed and took ABILIFY® before February 23, 2017 (“ABILIFY® Class Members”) and/or received injections of ABILIFY MAINTENA® between February 6, 2014 and December 16, 2016 (“ABILIFY MAINTENA® Class Members”) and their family members. The Defendants are the companies responsible for the development, market approval, research, testing, manufacture, and distribution of ABILIFY® and ABILIFY MAINTENA® in Canada.

The Settlement provides for the creation of a CDN \$14,750,000.00 Settlement fund, which will be used to pay compensation for Approved Claims, \$368,750.00 in satisfaction of the claims of the Public Health Insurers, the costs of notice and administration, and Court-approved Class Counsel legal fees, disbursements and taxes. Not all Class Members will be eligible for compensation. The Defendants have no role in the determination of Settlement Class Member eligibility to participate in the Settlement or the allocation of benefits available to Settlement Class Members. To become effective, the proposed Settlement must be approved by the Ontario Superior Court of Justice and the Superior Court of Québec (the “Courts”).

On March 13, 2020, the Ontario Superior Court of Justice certified a national class action on behalf of ABILIFY® and ABILIFY MAINTENA® Class Members relating to the Defendant drug manufacturers’ alleged failure to warn of the risks of compulsive gambling, hypersexuality, compulsive shopping, and binge eating (“Compulsive Behaviours”) associated with ABILIFY® and ABILIFY MAINTENA®.

Previously, on December 19, 2019, the Superior Court of Québec authorized a national class action on behalf of ABILIFY® Class Members. Notice of authorization of the Québec class action was provided on January 6, 2020. The opt-out deadline for ABILIFY® Class Members who did not wish to participate in the Québec Class Action expired on May 31, 2020.

The Courts have not made any determination of the merits of the claims. The Defendants have denied, and continue to deny, the allegations against them in the Class Actions.

If you are an ABILIFY® Class Member who previously opted out of the Québec class action but now wish to participate in the Settlement, you may do so by contacting Class Counsel. If you are an ABILIFY® Class Member, and did not previously opt out of the Québec class action, you may make a request to the Québec Court to opt out of the Settlement. If you do not opt out and the

Settlement is approved and becomes effective, you will be bound by the Settlement which includes a release of your claims.

ABILIFY MAINTENA® Class Members who DO NOT want to participate in the action must opt out by [DATE]. A Class Member who opts out will not be entitled to file a Claim seeking benefits under the Settlement, but will preserve their right to pursue individual actions, subject to any applicable limitation periods. To opt out, ABILIFY MAINTENA® Class Members will need to complete an opt out form and send it to Class Counsel no later than [DATE]. The Opt Out form and accompanying instructions are available online on the [Settlement Website](#) and on the websites of Class Counsel at [Rochon Genova LLP](#) and [Consumer Law Group Inc.](#) Alternatively, ABILIFY MAINTENA® Class Members can request the Opt Out form and instructions from Class Counsel. For assistance in English or French, contact:

ROCHON GENOVA LLP 900-121 Richmond St. W. Toronto, Ontario, M5H 2K1 Tel: 1-800-462-3864 (416) 363-1867 contact@rochongenova.com	CONSUMER LAW GROUP INC. 1030 rue Berri, Suite 102 Montreal (Québec) H2L 4C3 Tel: 1 (888) 909-7863 (514) 266-7863 (613) 627-4894 abilify@clg.org
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No person may opt out a minor or a mentally incapable member of the Class without permission of the court after providing notice to The Children’s Lawyer and/or the Public Guardian and Trustee, as appropriate.

Settlement Approval Hearing

For the Settlement to become effective, Court approval is necessary. The Courts must be satisfied that the Settlement is fair, reasonable and in the best interests of Class Members. The Approval Hearings have been scheduled to be heard before the Ontario Superior Court of Justice and the Superior Court of Québec on [DATE] and [DATE], respectively.

Class Counsel and Legal Fees

The Class is represented by *Rochon Genova LLP* and *Consumer Law Group Inc.* Legal fees must be approved by the Ontario Superior Court and the Superior Court of Québec. At the Approval Hearings, Class Counsel will request the Courts’ approval for payment of their contingency fees, in an amount not exceeding \$4.425 million, plus disbursements and applicable taxes.

How Do I Get More Information?

If you have questions about the Settlement and/or would like to obtain more information and/or copies of the Settlement Agreement and related documents, please visit the websites of Class Counsel, [Rochon Genova LLP](#) and [Consumer Law Group Inc.](#) or contact the Claims Administrator at the address below:

MNP Ltd. – Class Actions Claims Administration

2000, 112 - 4th Avenue SW
Calgary, AB, T2P 0H3
abilifysettlement@mnp.ca

Toll-Free: 1 (855) 653-0027

*The publication of this notice was authorized by the Ontario Superior Court of Justice Please
Do Not Contact the Court*

###

Source: Rochon Genova LLP

Media Contact(s): Joel P. Rochon, Rochon Genova LLP, 1.866.881.2292