



Court File No. CV-17-578210-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE

)
)

FRIDAY, THE 17TH

JUSTICE P. PERELL

)

DAY OF MAY , 2024

B E T W E E N:

(Court Seal)

ARIE KUIPER, WENDY KOPECK and GARRY KOPECK

Plaintiffs

and

COOK (CANADA) INC., COOK INCORPORATED, AND WILLIAM COOK
EUROPE APS

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(SETTLEMENT APPROVAL)**

THIS MOTION, made by the Plaintiffs for an Order approving the Settlement Agreement entered between the Plaintiffs and the Defendants, was heard this day by Zoom.

ON READING the materials filed, including the Settlement Agreement dated February 27, 2024, and on hearing the submissions of counsel for the Plaintiffs and counsel for the Defendants;

AND ON BEING ADVISED that the Plaintiffs and the Defendants consent to this Order;

1. **THIS COURT ORDERS** that, for the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

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

3. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Class.

4. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to section 12, 19, 20, 29(2), and 29(3) of the *Class Proceedings Act, 1992* S.O. 1992, c. 6 and shall be implemented and enforced in accordance with its terms.

5. **THIS COURT ORDERS** that all provisions of the Settlement Agreement (including its Recitals and Definitions) form part of this Order and are binding upon Class Members who did not opt out of this action in accordance with the order issued on November 3, 2020, approving the notice and opt out procedures following certification of the Ontario Proceeding as a national class action, including those persons who are mentally incapable, Class Counsel, the Provincial Health Insurers and the Defendants.

6. **THIS COURT ORDERS** that the releases as provided at section 8.1 of the Settlement Agreement are approved and will take effect upon the Effective Date.

7. **THIS COURT ORDERS** that the form and content of the Settlement Approval Notice, substantially in the full and abridged forms attached as **Schedule "A"** hereto is approved.

8. **THIS COURT ORDERS** that the Notice Plan, substantially in the form attached as **Schedule "B"** hereto is approved.

9. **THIS COURT ORDERS** that this proceeding be and is hereby dismissed against the Defendants, without costs and with prejudice, and that such dismissal shall be a defence to any subsequent action in respect of the subject matter hereof.

A handwritten signature in black ink, appearing to read 'Perell, J.', is written above a horizontal line.

THE HONOURABLE JUSTICE P. PERELL

SCHEDULE "A": SETTLEMENT APPROVAL NOTICES

Cook Optionally Retrievable IVC Filters

NOTICE OF SETTLEMENT APPROVAL

Please read this Notice carefully – your legal rights may be affected.

This notice does not constitute medical advice. Individuals who have had an IVC Filter Product placed should consult with their physicians if they have any questions about their course of treatment and/or medical condition.

Why is this Notice being published?

A Canada-wide settlement has been reached with Cook (Canada) Inc., Cook Incorporated, and William Cook Europe APS (“Cook”) in a certified class action titled *Kuiper et al. v. Cook (Canada) Inc. et al.*, in the Ontario Superior Court of Justice Court (the “Class Action”). The Settlement of the Class Action has been approved by the Court.

What is this Class Action about?

The Class Action alleges that Cook marketed and sold IVC Filter Products, namely the Gunther Tulip Vena Cava Filter Set, the Cook Celect Vena Cava Filter Set, and the Cook Celect Platinum Vena Cava Filter Set (collectively, “Cook IVC Filter Products”) without properly warning of the alleged increased risks of complications and injuries. Cook denies liability whatsoever, and the Court did not come to a decision as to who was right. The Parties have instead decided to settle the lawsuit.

Are you a Class Member?

You are a class member if you are or were a resident of Canada:

- (a) who was implanted with a **Cook IVC Filter Product** at any time on or before **January 8, 2020**, which was manufactured, marketed, and/or sold or otherwise placed into the stream of commerce in Canada by Cook; and
- (b) who, by virtue of a personal relationship to one or more of such persons described in (a) above, has standing in this action pursuant to section 61(1) of the *Family Law Act*, RSO 1990, c F 3 or analogous provincial legislation.

For greater certainty, the residency requirement for class membership relates to the time of the placement of the Cook IVC Filter Product. Primary Class Members must have had a Cook IVC Filter Product placed in Canada but are not required to reside in Canada at present. You can no longer opt out of the Class Action. The opt-out period for the Class Action ended on **March 16, 2021**. Class Members will be bound by the Settlement Agreement if it is approved by the Court.

What is the available under the Settlement?

Under the Settlement, Cook will provide a claims-made settlement of up to \$54,000 CAD for each Qualifying Fracture Claimant, up to \$81,000 CAD for each Qualifying Death Claimant, and up to \$169,500 CAD for each Qualifying Open Surgery Claimant, with a pro rata reduction of in the amount of each payment to the extent that the total amount of the claims in categories (a), (b) and (c) above exceed \$4,062,720 CAD. Also, a payment in the amount of \$2,708,480 CAD will be made for Class Counsel to pay costs, including Administration Costs, Notice Plan Costs, Class Counsel Fees, interest, applicable taxes, and certain Other Qualified Claims as provided in the Settlement Agreement. The final value of the compensation will not be determined until the end of the claim period.

The Court has approved a Compensation Protocol that determines which Class Members are eligible for compensation and in what amount. For more information about how compensation is determined, you should review the long-form Notice, Compensation Protocol, Settlement Agreement and related documents at [settlementwebsite.com], or contact Class Counsel listed below.

How can I participate in the Settlement?

To make a claim for compensation under the Settlement Agreement, you must complete and submit a Claim Form (including the necessary supporting evidence detailed in the Compensation Protocol) to the Claims Administrator before [CLAIMS DEADLINE]. **If you do NOT submit your Claim Form on time, you will not be eligible for any benefits under the Settlement Agreement.**

The Claim Form requires that you provide medical records which can be time consuming to retrieve. It is very important that you start this process as soon as possible if you or your lawyer have not already done so. You may wish to retain a lawyer to assist you in this process. You can retain Class Counsel or a lawyer of your choice.

Questions? The court offices will be unable to answer any questions about the matters in this Notice. If you have questions about the Settlement and/or would like to obtain more information, please visit [settlementwebsite.com] or contact Class Counsel directly, as follows:

Siskinds LLP	Toll Free Tel: 1.800.461.6166 Email: IVCFilters@siskinds.com	McKenzie Lake Lawyers LLP	Toll Free Tel: 1.844.672.5666 Email: noble@mckenzielake.com		
Merchant Law Group LLP	1.888.567.7777 heidi@merchantlaw.com	Koskie Minsky LLP	1.800.764.7717 ivcfiltersclassaction@kmlaw.ca	Siskinds Desmeules	1-800-461-6166 IVCFilters@siskinds.com

This Notice was approved by order of the Ontario Superior Court of Justice.

NOTICE OF SETTLEMENT APPROVAL

- COOK OPTIONALLY RETRIEVABLE IVC FILTERS CLASS ACTION -

The Ontario Superior Court of Justice authorized this notice.

- This notice is directed to residents of Canada: (a) who were implanted with a Cook IVC Filter Product, at any time on or before January 8, 2020, which was manufactured, marketed, and/or sold or otherwise placed into the stream of commerce in Canada by the Defendants (“**Primary Class**”); and (b) who, by virtue of a personal relationship to one or more of such persons described in (a) above, have standing in this action pursuant to section 61(1) of the *Family Law Act*, RSO 1990, c F 3 or analogous provincial legislation (“**Family Class**”).
 - For greater certainty, the residency requirement for class membership relates to the time of the placement of the Cook IVC Filter Product. Primary Class Members must have had a Cook IVC Filter Product placed in Canada but are not required to reside in Canada at present.
 - “**Cook IVC Filter Product**” means the Celect Vena Cava Filter, Celect Platinum Vena Cava Filter, Gunther Tulip Vena Cava Filter, accompanying instrument, materials, filter retrievers or retrieval sets, or accessory designed, manufactured, marketed, distributed or sold by the Defendants.
- This notice is to inform you that the Ontario Superior Court of Justice has approved the Settlement reached in a certified class action lawsuit against Cook (Canada) Inc., Cook Incorporated, and William Cook Europe APS (collectively the “**Defendants**” or “**Cook**”) related to the alleged failure to properly warn of alleged increased risks of complications and injuries of Cook IVC Filter Products. Cook denies that it is liable for these claims, and the Courts did not come to a decision as to who was right. The Parties have instead decided to settle the lawsuit.
- Cook has agreed to provide a claims-made settlement of up to \$54,000 CAD for each Qualifying Fracture Claimant, up to \$81,000 CAD for each Qualifying Death Claimant, and up to \$169,500 CAD for each Qualifying Open Surgery Claimant, with a pro rata reduction of in the amount of each payment to the extent that the total amount of the claims in categories (a), (b) and (c) above exceed \$4,062,720 CAD. Also, a payment in the amount of \$2,708,480 CAD will be made for Class Counsel to pay costs, including Administration Costs, Notice Plan Costs, Class Counsel Fees, interest, applicable taxes, and certain Other Qualified Claims as provided in the Settlement Agreement. The final value of the compensation will not be determined until the end of the claim period.
- **Your options at this stage are:**
 - **Do nothing:** You do not have to do anything to stay in the class action. The deadline to exclude yourself, sometimes referred to as “opting out”, has expired.
 - **File a Claim:** The period for submitting a Claim runs until **[DATE]**. During that period, you may make a Claim by filling out and submitting the Claim Form (including the necessary supporting Injury Evidence and Implant Evidence detailed in the Compensation Protocol) to the Claims Administrator. **If you do NOT submit your Claim on time, you will not be eligible for any benefits under the Settlement Agreement. Sending in a Claim Form late will be the same as doing nothing.**

The claim form requires that you provide medical records which can be time consuming to retrieve. **It is very important that you start this process as soon as possible, if you or your lawyer have not already done so.** You may wish to retain a lawyer to assist you in this process. You can retain Class Counsel or a lawyer of your choice.

- If you have questions about the Settlement or would like to obtain more information, please visit the settlement website at **[Website]**, or contact the Claims Administrator or Class Counsel.

Read this notice carefully. It provides important information about the class action, the Settlement, and Settlement Class Members’ rights in respect of the settlement.

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

This is a notice for Class Members in the following proceeding: *Kuiper et al. v Cook (Canada) Inc. et al.*, Ontario Superior Court of Justice Court File No. CV-17-578210-00CP (the “**Action**”). This Notice contains a summary of some of the terms of the Settlement Agreement. All capitalized terms not otherwise defined have the meaning ascribed to them in the Settlement Agreement. If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

(1) Why did I receive this Notice?

You are receiving this Notice because you are or were a resident of Canada and were implanted with a Cook Gunther Tulip Vena Cava Filter Set, Cook Celest Vena Cava Filter Set, or Cook Celest Platinum Vena Cava Filter Set (“**Cook IVC Filter Product**”) during the class period (on or before January 8, 2020), which was manufactured, marketed, and/or sold or otherwise placed into the stream of commerce in Canada by the Defendants. You may be entitled to claim certain compensation offered by the Settlement if you submit a valid and timely Claim.

Now that the Court has approved the Settlement, Cook will provide the payments agreed to in the Settlement Agreement to Class Members who submit valid and timely Claims. This Notice explains the Action, the Settlement, your legal rights, what compensation is available, who is eligible for that compensation, and how to make a Claim for that compensation. Please read this entire Notice carefully.

(2) What is the class action about?

Kuiper et al. v Cook (Canada) Inc. et al., Ontario Superior Court of Justice Court File No. CV-17-578210-00CP is a certified class action against Cook. The Action alleges that Cook marketed and sold IVC Filter Products without properly warning of the alleged increased risks of complications and injuries. Cook denies the allegations and any liability.

A parallel Saskatchewan Proceeding was discontinued against Cook on June 1, 2023. A parallel British Columbia Proceeding was discontinued against Cook on March 19, 2021. The Québec Superior Court has recognized and enforced the Ontario order and discontinued the parallel Québec Proceeding.

(3) Why is there a Settlement?

The Parties have agreed to the Settlement to avoid the cost and risk of further litigation, including potential trials, and to provide Class Members with reasonable compensation in exchange for releasing the Defendants from liability. The Settlement does not mean that Cook did anything wrong, and the Court did not decide which Party was right. The Courts have not taken any position on the merits of the arguments of either the plaintiffs or the defendants, but the Ontario Superior Court of Justice has determined that the Settlement Agreement is fair, reasonable, and in the best interests of the Class Members. A term of the settlement is that the Proceedings will be dismissed or discontinued, which means that the Action has come to an end, and there will be no trial.

The Parties entered into the Settlement Agreement and the Court has approved the Settlement Agreement.

(4) How do I know if I am part of the Settlement?

For the purposes of the Settlement, (i) all persons resident in Canada who were implanted with a Cook IVC Filter Product, at any time on or before January 8, 2020, which was manufactured, marketed, and/or sold or otherwise placed into the stream of commerce in Canada by the Defendants (“**Primary Class**”); and (ii) all persons resident in Canada who, by virtue of a personal relationship to one or more of such persons described in (i) above, have standing in this action pursuant to section 61(1) of the *Family Law Act*, RSO 1990, c F 3 or analogous provincial legislation (“**Family Class**”) are Class Members. Where such person is deceased, the personal representative of the estate of the deceased person is a Class Member. For greater certainty, the residency requirement for class membership relates to the time of the placement of the Cook IVC Filter Product. Primary Class Members must have had a Cook IVC Filter Product placed in Canada but are not required to reside in Canada at present.

Class Members who satisfy the eligibility criteria set out in the Compensation Protocol may be entitled to benefits that will be calculated in accordance with the Compensation Protocol. To view a full copy of the Compensation Protocol, visit [website]. Not all Class Members are eligible to receive compensation. Some exceptions apply (see below).

(5) Can I exclude myself from the Settlement?

No, as indicated in prior notices, the deadline to exclude yourself—sometimes referred to as “opting out”—ended on **March 16, 2021**.

(6) Who is excluded from the Settlement?

Only Class Members who meet certain criteria are eligible to submit Claims in the Settlement. You are excluded from making a Claim in the Settlement if:

- (a) you are not a Class Member under the terms of the Settlement Agreement;
- (b) you previously and validly opted out of this class action; and/or
- (c) you previously settled claims against Cook and executed a release in favour of Cook in relation to matters that are the subject of this class action.

(7) What is available under the Settlement?

Under the Settlement, Class Members file claims pursuant to the Compensation Protocol and *may* be eligible for compensation, **provided that they submit a valid and timely claim.**

Class Members who are finally approved pursuant to the Compensation Protocol as Less Severe Injury Claimants may be eligible to receive funds from the Preliminary Settlement Amount.

Class Members who are finally approved as Qualifying Claimants may be eligible to compensation as set out below:

- (a) up to \$54,000 CAD for each Qualifying Claimant assessed by the Claims Administrator as a Qualifying Fracture Claimant;
- (b) up to \$81,000 CAD for each Qualifying Claimant assessed by the Claims Administrator as a Qualifying Death Claimant; and
- (c) up to \$169,500 CAD for each Qualifying Claimant assessed by the Claims Administrator as a Qualifying Open Surgery Claimant.

The quantum of the payments to Class Members with Qualifying Claims will be reduced *pro rata* if the total amount of the claims in categories (a), (b) and (c) above exceed \$4,062,720 CAD.

Until all claims have been adjudicated it will not be possible to determine the exact value of the compensation that may be paid to eligible claimants.

Also, a Preliminary Payment in the amount of \$2,708,480 CAD will be made available for Class Counsel to pay costs, including Administration Costs, Notice Plan Costs, Class Counsel Fees not associated with Qualified Claimants, Provincial Health Insurer claims, certain Other Qualifying Claims and applicable taxes, as provided in the Settlement Agreement. The amounts paid to Other Qualifying Claimants will be based on the Compensation Protocol and the number of approved Other Qualifying Claimants

Please refer to the Compensation Protocol for more information.

(9) How do I make a Claim?

The claims process runs from [DATE] to [DATE]. You must make a claim by filing a claim pursuant to the Compensation Protocol on or before [DATE].

Please keep a copy of your filed claim and all of the supporting evidence and documentation you submit for your own records.

If you fail to submit a claim and supporting evidence and documentation on or before the deadline to submit a claim, you will not be eligible for any benefits under the Settlement Agreement. Sending in a claim late will be the same as doing nothing.

The claim form requires that you provide medical records which can be time consuming to retrieve. It is very important that you start this process as soon as possible, **if you or your lawyer have not already done so. You may wish to retain a lawyer to assist you in this process.** You can retain Class Counsel or a lawyer of your choice.

Please refer to the Compensation Protocol for more information.

(10) What evidence do I need to prove my Claim?

Supporting documentation must be submitted with the Claim Form. The supporting documentation required may be documentation from a doctor or other medical professional.

Please refer to the Compensation Protocol for more information.

(11) Can I submit a Claim on behalf of someone else?

Yes, you can submit a Claim on behalf of someone else if you have legal authority to do so. If a Claim is being submitted on behalf of someone else, the person completing the claim must explain why he/she has the authority to act and must attach a copy of any Certificate of Appointment of Estate Trustee, Power of Attorney or other document establishing that authority.

Please refer to the Compensation Protocol for more information.

(12) If my Claim is successful, when will I receive my compensation?

The Claims Administrator will distribute the compensation pursuant to the Compensation Protocol.

Please refer to the Compensation Protocol for more information.

(13) Who will review my Claim?

The Parties agree that they will seek to have [NAME] appointed by the Court as the Claims Administrator. The Claims Administrator will be tasked with processing and classifying claims and paying claims as provided in the Settlement Agreement and under the authority of the Ontario Court. The Claims Administrator will follow the Compensation Protocol.

Please refer to the Compensation Protocol for more information.

(14) What if my Claim is found to be incomplete?

Please refer to the Compensation Protocol for more information.

(15) Do I have a lawyer in this case?

Yes. The law firms representing Class Members (Class Counsel) are listed below. You will not be charged for contacting these lawyers for more information. If you want to be represented by your own lawyer, you may hire one at your own expense.

Siskinds LLP

275 Dundas St, Unit 1
London, ON N6B 3L1
Telephone: 1-800-461-6166
Email: IVCFilters@siskinds.com

McKenzie Lake Lawyers LLP

140 Fullarton Street, Suite 1800
London, ON N6A 5P2
Telephone: 1-844-672-5666
Email: christina.noble@mckenzielake.com

Merchant Law Group LLP

Suite 400, 2710 17th Avenue SE
Calgary, AB T2A 0P6
Telephone: 1-888-567-7777
Email: heidi@merchantlaw.com

Koskie Minsky LLP
20 Queen Street West, Suite 900, Box 52
Toronto, ON M5H 3R3
Telephone: 1-800-764-7717
Email: ivcfiltersclassaction@kmlaw.ca

Siskinds Desmeules, Avocats
43 Rue De Buade, #320
Québec City, QC G1R 4A2
Telephone: 1-800-461-6166
Email: IVCFilters@siskinds.com

(16) What happens if I do nothing at all?

If you do nothing at all, you will not receive any compensation from the Settlement. In order to receive compensation in the Settlement, you must file a claim pursuant to the Compensation Protocol. Unless you previously and validly excluded yourself (opted out), you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Cook about the legal issues in this class action.

However, even if you take no action, you will keep your right to sue Cook for any other claims not resolved by the Settlement, subject to any applicable limitation periods.

(17) How can I get more information?

This Notice summarizes the essential terms of the Settlement. The Settlement Agreement and its schedules, which you can view at [WEBSITE], describe in greater detail the rights and obligations of all the Parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

Neither the Parties nor their counsel make any representation regarding the tax effects, if any, of receiving any benefits under this Settlement. Consult your tax adviser for any tax questions you may have.

The court offices will be unable to answer any questions about the matters in this Notice. If you have any questions regarding the Settlement or about the Action in general, information is available on the [WEBSITE] or by contacting **Class Counsel** directly:

Siskinds LLP
275 Dundas St, Unit 1
London, ON N6B 3L1
Telephone: 1-800-461-6166
Email: IVCFilters@siskinds.com

McKenzie Lake Lawyers LLP
140 Fullarton Street, Suite 1800
London, ON N6A 5P2
Telephone: 1-844-672-5666
Email: christina.noble@mckenzielake.com

Merchant Law Group LLP
Suite 400, 2710 17th Avenue SE
Calgary, AB T2A 0P6
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Email: heidi@merchantlaw.com

Koskie Minsky LLP

20 Queen Street West, Suite 900, Box 52
Toronto, ON M5H 3R3
Telephone: 1-800-764-7717
Email: ivcfiltersclassaction@kmlaw.ca

Siskinds Desmeules, Avocats

43 Rue De Buade, #320
Québec City, QC G1R 4A2
Telephone: 1-800-461-6166
Email: IVCFilters@siskinds.com

You can also contact the **Claims Administrator** at:

[Claims administrator contact info]

This Notice of Settlement Approval will be disseminated and posted to [WEBSITE]. Check this website regularly for the most up-to-date information.

PLEASE DO NOT CALL THE DEFENDANTS OR THE COURTS ABOUT THESE PROCEEDINGS.

This Notice was approved by order of the Ontario Superior Court of Justice. This is not a solicitation from a lawyer.

SCHEDULE "B": NOTICE PLAN

SETTLEMENT AGREEMENT NOTICE PLAN

Unless otherwise indicated or required by context, capitalized terms in this Notice Plan have the meanings assigned to them in the Settlement Agreement and the Compensation Protocol. Terms used in the singular shall be deemed to include the plural, and vice versa, where appropriate. Feminine pronouns and female references shall be deemed to include the masculine, and vice versa, where appropriate.

Both Hearing Notices and Settlement Approval Notices shall be distributed in full form (“Long-Form Notice”), abridged form (“Short-Form Notice”) and press release form (“Press Release”) as set out in this Notice Protocol.

SECTION 1 – HEARING NOTICE PLAN

1.1 Hearing Notices

(1) Hearing Notices shall be distributed, as attached to the Settlement Agreement and approved by the Ontario Court, in the manner set out in subsections 1.2-1.6 of this Notice Plan.

1.2 Direct Notice

(1) Class Counsel will send Long-Form Notices to all Class Members or possible Class Members known to them. Where a person is located in Québec (or otherwise specifically requests), the Long-Form Notice will be sent in French and English. Long-Form Notices will otherwise be sent in English.

(2) Class Counsel will send Long-Form Notices to each of the Provincial Health Insurers.

(3) Class Counsel will send Long-Form Notices to relevant organizations, including, but not limited to: Canadian Hematology Society, Canada Interventional Radiology Association, Heart and Stroke Foundation of Canada and Thrombosis Canada.

(4) Class Counsel will provide a Long-Form Notice to potential claimants who requests it.

(5) The Defendants will send Long-Form Notices, in English and French, directly to counsel for all plaintiffs involved in any individual actions in Canada against the Defendants regarding the same or substantially similar allegations who have not previously opted-out of the Class.

(6) The Claims Administrator will send a Long-Form Notice by e-mail to any person who requests it. Where a person is located in Québec (or otherwise specifically requests), the Long-Form Notice will be sent in French and English. Long-Form Notices will otherwise be sent in English.

1.3 Internet Publication

(1) Class Counsel will electronically publish Long-Form and Short-Form Notices, in English and French, on Class Counsel's websites.

1.4 Settlement Website

(1) All Notices will direct potential Class Members to [NTD: SETTLEMENT WEBSITE URL] where they will be able to obtain more information about the Settlement, review the Settlement Agreement, Compensation Protocol and related documents, and communicate with the Claims Administrator (the "Settlement Website").

(2) Long-Form Notices will be posted, in English and French, on the Settlement Website.

1.5 Press Release

(1) A national Press Release will be issued in English and French through Canada Newswire.

1.6 Printed News Notice

(1) Short-Form Notices will be published once in the following newspapers (in either English or French, as is appropriate for each news paper), subject to each having reasonable publication deadlines and costs:

- (a) The Globe and Mail, national edition;
- (b) National Post, national edition;
- (c) Toronto Star (ON);
- (d) Le Journal de Québec (QC);
- (e) Le Journal de Montreal (QC); and
- (f) The Gazette (Montreal, QC).

Print publication of Short-Form Notices will be at least a 1/6 page in size and will occur as soon as practicable following the issuance of the Hearing Notice Order.

SECTION 2 – SETTLEMENT APPROVAL NOTICE PLAN

2.1 Settlement Approval Notices

(1) Settlement Approval Notices shall be distributed, as attached to the Settlement Agreement and approved by the Ontario Court, in the matter set out in subsections 2.2-2.5 of this Notice Plan.

2.2 **Direct Notice, Internet Publication, Settlement Website, Press Release**

(1) The Settlement Approval Notices shall be distributed in the same manner set out in subsections 1.2-1.5 of this Notice Plan.

2.3 **Printed News Notice**

(1) Short-Form Notices will be published twice in the following newspapers (in either English or French, as is appropriate for each newspaper), subject to each having reasonable publication deadlines and costs:

- (a) The Globe and Mail, national edition;
- (b) National Post, national edition;
- (c) The Vancouver Sun (BC);
- (d) Times Colonist (Victoria, BC);
- (e) Daily Courier (Kelowna, BC);
- (f) The Edmonton Journal (AB);
- (g) The Calgary Herald (AB);
- (h) The Lethbridge Herald (AB);
- (i) The Red Deer Advocate (AB);
- (j) The Leader-Post (Regina, SK);
- (k) The StarPhoenix (Saskatoon, SK);
- (l) Winnipeg Free Press (MB);
- (m) Toronto Star (ON);
- (n) The Spectator (Hamilton, ON);
- (o) Ottawa Citizen (ON);
- (p) Waterloo Region Record (ON);
- (q) The Windsor Star (ON);
- (r) The London Free Press (ON);

- (s) Le Journal de Montreal (QC);
- (t) The Gazette (Montreal, QC);
- (u) Le Journal de Québec (QC);
- (v) The Chronicle-Herald (Halifax, NS);
- (w) The Guardian (Charlottetown, PEI); and
- (x) The Telegram (St. John's NL).

(2) Print publication of Short-Form Notices will be at least a 1/6 page in size and will occur as soon as practicable following the issuance of the Settlement Approval Notice Order.

2.4 **Digital Media Notice**

(1) A digital notice campaign will be established by the Claims Administrator using banner advertisements in abridged form ("Display Ads") directing potential Class Members to the Settlement Website.

(2) Display Ads will be distributed through Facebook or through substantially similar platforms, on media properties of the Post Media Network, and on the following websites, subject to reasonable deadlines and costs:

- (a) theglobeandmail.com;
- (b) lapresse.ca;
- (c) journaldemontreal.com; and
- (d) lechodetroisrivieres.ca.

(3) Display Ads will be placed in either English or French based on the language choice of the website being viewed.

(4) Display Ads will run for a period of one month starting after the day Short-Form Notices are published in Newspapers, as set out in subsection 2.3.

(5) Display Ads may be adjusted, as necessary, based on the results of digital reporting to ensure they are reaching the target audience.

2.5 Further Distribution

(1) Class Counsel may apply to the Court on notice to the Defendants for approval to make any further distribution of Notices to Class Members as may be deemed necessary to facilitate their interests in the Settlement.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at London, ON
Transferred to Toronto, ON

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(SETTLEMENT APPROVAL)**

Siskinds LLP
275 Dundas Street, Unit 1
London, ON N6B 3L1

Daniel E. H. Bach (LSO # 52087E)
Katherine Shapiro (LSO # 85292G)
Tel: (519) 672-2121/ Fax: (519) 672-6065

McKenzie Lake LLP
140 Fullarton Street, Suite 1800
London, ON N6A 5P2

Michael J. Peerless (LSO #34127P)
Matthew D. Baer (LSO # 48227K)
Tel: (519) 672-5666 / Fax: (519) 672-2674

Lawyers for the Plaintiffs

Koskie Minsky
20 Queen Street West, Suite 900
Toronto, ON M5H 3R3

Jonathan Ptak (LSO # 45773F)
Robert L. Gain (LSO # 52836E)
Tel: (416) 977-8353 / Fax: (416) 977-3316