

SUPREME COURT OF NOVA SCOTIA

BETWEEN:

GEORGE BELLEFONTAINE and STEPHEN MACGILLIVRAY

Court Administration

Plaintiffs

- and -

AUG 02 2017

Halifax, N.S.

**PURDUE FREDERICK INC., PURDUE PHARMA INC., PURDUE PHARMA L.P.,
PURDUE PHARMA, PURDUE PHARMA COMPANY, THE PURDUE FREDERICK
COMPANY, INC., PURDUE PHARMACEUTICALS L.P., and
P.F. LABORATORIES, INC.**

Defendants

Proceeding under the *Class Proceedings Act*, S.N.S. 2007, c. 28

ORDER - Approval of Settlement Agreement

JUSTICE JOHN D. MURPHY



THIS MOTION made by the Plaintiffs for an Order approving the Settlement Agreement dated March 8, 2017, was heard August 1, 2017 at the Law Courts at 1815 Upper Water Street, Halifax, Nova Scotia.

ON READING the materials filed and on hearing the submissions of Class Counsel in this action (the "Nova Scotia Proceeding") and counsel for the Defendants;

AND ON BEING ADVISED that the termination right provided at sections 7.1 and 10.9 of the Settlement Agreement was not triggered:


1. **THIS COURT DECLARES** that, except as otherwise stated, this Order incorporates and adopts the definitions set out in the Settlement Agreement, attached as **Schedule “A”**.
2. **THIS COURT DECLARES** that the Settlement Agreement is fair, reasonable, and in the best interests of the settlement class in this action (the “Atlantic Canada Class”).
3. **THIS COURT ORDERS** that the Settlement Agreement is approved pursuant to section 38 of the *Class Proceedings Act*, S.N.S. 2007, c. 28 and *Civil Procedure Rule* 36.01(2).
4. **THIS COURT DECLARES** that approval of the Settlement Agreement is contingent upon Approval Orders being made by the Superior Court of Ontario, the Superior Court of Québec, and the Court of Queen’s Bench for Saskatchewan. If such Orders are not made, this Order will be null and void.
5. **THIS COURT DECLARES** that approval of the Settlement Agreement is contingent upon Dismissal Orders being made by the Supreme Court of British Columbia, the Court of Queen’s Bench of Alberta, the Supreme Court of Prince Edward Island, the Supreme Court of Newfoundland and Labrador, the Court of Queen’s Bench of New Brunswick, and the Court of Queen’s Bench for Saskatchewan. If such Orders are not made, this Order will be null and void.
6. **THIS COURT ORDERS** that all provisions of the Settlement Agreement (including its Recitals and Definitions) form part of this Order and are binding upon the Defendants and Atlantic Canada Class Members who did not opt-out of this action in accordance

with the Order of the Nova Scotia Supreme Court dated April 5, 2017 (the “Conditional Certification Order”), including those persons who are minors or mentally incapable.

7. **THIS COURT DECLARES** that the Settlement Agreement is not binding upon persons who validly opted out in accordance with the Conditional Certification Order.
8. **THIS COURT ORDERS** that the release as provided for in section 16.2 of the Settlement Agreement is approved and will take effect upon the Effective Date.
9. **THIS COURT ORDERS** that the form and content of the Approval Notice substantially in the form attached as **Schedule “B”** is approved.
10. **THIS COURT ORDERS** that the Approval Notice be disseminated pursuant to the Notice Program as approved by way of the Conditional Certification Order.
11. **THIS COURT DECLARES** that the Claim Deadline will be the date 9 months after the date on which the Approval Notice is first published.
12. **THIS COURT DECLARES** that the Parties may, without further notice to the Atlantic Canada Class or further Order of the Court, amend, modify or expand the terms and provisions of the Settlement Agreement by written agreement provided any such changes are consistent with this Order and do not limit the rights of Atlantic Canada Class Members under the Settlement Agreement.
13. **THIS COURT DECLARES** that in the event the Settlement Agreement is terminated in accordance with section 7.2, the Order will be null and void, *nunc pro tunc*.

14. **THIS COURT ORDERS** that the Settlement Agreement is amended to delete the “Payment Guidelines” provisions of Schedule “A” (the “Claims Administration Protocol”) to Exhibit “B” of the Settlement Agreement;
15. **THIS COURT ORDERS** that the Settlement Agreement be otherwise implemented in accordance with its terms.

August 2, 2017.


Prothonotary

Consented to as to form:

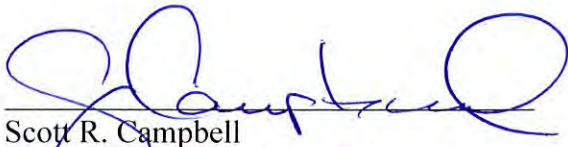
LYNDSAY HOLLETT
Deputy Prothonotary



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