

BLONDIN c. COLOPLAST CANADA CORPORATION, No. 500-06-001051-206
NOTICE OF SETTLEMENT APPROVAL HEARING

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS

NOTICE

A settlement (the “**Settlement Agreement**”) has been reached in a Quebec class action involving mesh devices manufactured by Coloplast Canada Corporation (the “**Defendant**”) to treat Stress Urinary Incontinence (“SUI”) and Pelvic Organ Prolapse (“POP”) (“**Coloplast Pelvic Implants**”). A hearing has been scheduled to authorize the class action for settlement purposes only and to approve the Settlement Agreement reached by the parties. The hearing will take place on September 6, 2023 at the Montreal Courthouse, 1, Notre-Dame St. East, Montreal, Quebec, H2Y 1B6 in room 16.06 at 9:15 AM.

The class action sought compensation for injuries that were allegedly related to the Coloplast Pelvic Implants, as defined in the Settlement Agreement. The Defendant denies the allegations made in the lawsuit and makes no admission as to the truth of the allegations.

The Settlement Agreement targets specific devices, namely: **Aris, Exair, Minitape, Novasilk, Omnisure, Restorelle Direct Fix Anterior, Restorelle Direct Fix Posterior, Supris and T-Sling**. To be eligible, **the device must have been implanted after November 14, 2016 and up to April 27, 2023, or the Class Members must have undergone relevant medical care as documented by the medical records after November 14, 2016.**

SUMMARY OF THE SETTLEMENT

If the settlement is approved by the Court, the Defendant will pay to settle the valid claims of Class Members, the Provincial Health Insurers, the costs of administering the settlement, and Class Counsel’s legal fees, disbursements, and applicable taxes. The compensation of each Class Member will vary based on eligibility criteria and assessment factors as detailed in the Settlement Agreement.

The Defendant denies all allegations and denies any wrongdoing or liability. The Court has not yet taken any position on the merits of the arguments of either the Plaintiff or the Defendant and will have to determine whether the Settlement Agreement is fair, reasonable, and in the best interests of the Class Members. A term of the settlement is that the class action relating to Coloplast Pelvic Implants will be authorized for settlement purposes, which means that there will be no trial.

Class Members who satisfy the eligibility criteria set out in the Settlement Agreement may be entitled to benefits based on various factors to be assessed by a qualified urologist following the analysis of a valid Claim Form and required medical records in its support.

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 or the overall value of the settlement.

The Settlement Agreement, related exhibits and other documents are available on the settlement website proactio.ca/transvaginalmesh, and copies can be requested from the Claims Administrator and/or Class Counsel as listed below.

WHO IS INCLUDED?

The Settlement Agreement applies to all persons residing in Quebec who have used transvaginal mesh products manufactured, marketed, distributed and/or sold in whole or in part by the Defendant (Aris, Exair, Minitape, Novasilk, Omnisure, Restorelle Direct Fix Anterior, Restorelle Direct Fix Posterior, Supris, T-Sling) and who allege they have suffered damages following the installation of these mesh products.

If you are included in this Class and do not opt out of the class action, you will be bound by the terms of the Settlement Agreement and may qualify for compensation.

BE AWARE that on April 28, 2023 the Court has allowed a partial discontinuance for the subclass initially represented by Ms. Véronique Sauriol which targeted putative indirect claimants (notably spouse and domestic partner). Therefore, these subclass members will no longer be covered by the class action and will not be included in the Settlement Agreement. These members may bring a separate action, without prejudice to the Defendant's right of contestation. Limitation periods (i.e. prescription) are no longer suspended and began to run again on June 12, 2023. After the limitation periods, your right to sue will be extinguished.

OPTING OUT

If you do not want to be included in the Class and do not want benefits from the proposed Settlement Agreement, and you want to keep your right, if any, to sue Coloplast Canada Corporation on your own about the legal issues in this case, then you must take steps to get out of the Class (and proposed Settlement Agreement). This is called excluding yourself from or "opting out" of the Class Action (and Settlement Agreement).

In order to opt-out, you must fill out the Opt Out Form proactio.ca/transvaginalmesh/optout and send it to Class Counsel and the Court Clerk. The completed Opt-Out Form can be sent to Class Counsel by email (jlambert@lambertavocats.ca) but **it must be sent to the Court Clerk by mail** at the following address:

Clerk of the Superior Court of Montreal
Montreal Courthouse
1, Notre-Dame St. East,
Montreal, Quebec, H2Y 1B6

Your Opt-Out Form must be received by the Court Clerk on or before August 4, 2023.

OBJECTING

If you are a Class Member and do not opt-out of the Class, you can ask the Court to deny approval of the Settlement Agreement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object respecting the conditions below.

To object or comment, you must file a written objection with the Court and send it to Class Counsel and/or Defendant's Counsel no later than the August 4, 2023. You may also then appear at the Settlement Agreement approval hearing on September 6, 2023, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney's fees and disbursements.

The written objection must include:

- a) a heading which refers to the Proceeding;
- b) your name, address, email address, telephone number and, if you are represented by counsel, the name of your counsel;
- c) a statement that the objector was implanted with a Coloplast Pelvic Implant, as well as details concerning the type of device;
- d) whether you intend to appear at the Settlement Agreement approval hearing, either in person or through counsel;
- e) the grounds supporting the objection;

- f) copies of any documents upon which the objection is based; and
- g) your dated and handwritten signature.

Your objection can be emailed to Class Counsel (jlambert@lambertavocats.ca) and Defendant's Counsel (amerminod@blg.com) but **it must be mailed to the Court Clerk** at the following address:

Clerk of the Superior Court of Montreal
Montreal Courthouse
1, Notre-Dame St. East,
Montreal, Quebec, H2Y 1B6

Your objection must be received by the Court clerk on or before August 4, 2023.

MAKING A CLAIM

The Settlement Agreement provides a process to assess Class Members' eligibility and, if applicable, the amount owed to Class Members as part of the Settlement Agreement. Class Members must submit a duly completed Claim Form and provide their relevant medical records. These documents will be reviewed by a urologist, which will determine if the Class Member is eligible to receive compensation as part of the Settlement Agreement, and if so, the amount of said compensation. The urologist will make this determination based on case assessment criteria agreed upon between the Defendant and the Representative Plaintiff. You may contact Class Counsel to obtain details regarding the case assessment criteria and how they may apply to you.

To partake in the Settlement Agreement, you will need to complete and submit a Claim Form (including the necessary supporting documentation) to Class Counsel before the date established by the Court in the judgment approving the Settlement Agreement.

If you do NOT submit your claim on time, you will not be eligible for any benefits under the Settlement Agreement.

In order to determine your eligibility and to obtain more information about the Settlement Agreement, please communicate with Class Counsel at jlambert@lambertavocats.ca.

If the Settlement Agreement is approved, the claim process will require 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 counsel 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.

IMPORTANT DEADLINES

It is important that you contact the Claims Administrator or Class Counsel to receive direct notice of pending deadlines.

August 4, 2023 — Deadline to opt out or object

September 6, 2023 — Settlement Approval Hearing

LEGAL FEES

Class Counsel were retained on a contingency basis and were responsible for funding all expenses incurred in pursuing this litigation. Their professional fees will be paid by the Defendant and will represent 20% of the value of Class Members' compensation.

FURTHER INFORMATION

If you have questions about the Settlement Agreement and/or would like to obtain more information and/or copies of the settlement documents, please visit the settlement website at proactio.ca/transvaginalmesh or contact the Claims Administrator at 438-858-6343 or:

Proactio – Class Actions
600 de la Gauchetière St. West, Suite 2000
Montréal, QC, H3B 4L8
Tel.: 1-844-900-4626
Email: maillestransvaginales@proactio.ca

You can also contact Class Counsel at any of the firms listed below. There is **no charge** to speak with Class Counsel to discuss the class action:

Jimmy Ernst Jr. Laguë Lambert
Lambert Avocats
1111, Saint-Urbain St., #204
Montreal, QC, H2Z 1Y6
Tel.: (514) 526-2378
Fax: (514) 878-2378
Email : jlambert@lambertavocats.ca

This Notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

This Notice was authorized by the Superior Court of Quebec