

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
JUSTICE PAUL M. PERELL)

TUESDAY, THE 23rd
DAY of April, 2019

B E T W E E N:

SHIRLEY HOULE AND ROLAND HOULE

Plaintiffs

- and -

ST. JUDE MEDICAL INC., and ST. JUDE MEDICAL CANADA, INC.

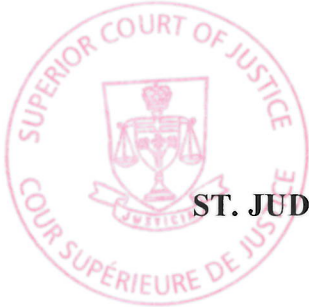
Defendants

Proceeding under the Class Proceedings Act, 1992

CONSENT CERTIFICATION ORDER

THIS MOTION, made by the Plaintiffs, on consent, for an order certifying this action as a class proceeding for settlement purposes, fixing the date of a settlement approval motion, and approving the form, content, and method of dissemination of a notice of certification and of a pending settlement approval hearing (the Notice of Certification, Proposed Settlement and Approval Hearing) was heard this day at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

ON READING the certification motion record of the Plaintiffs, the responding motion record of the Defendants, and the supplementary motion records of the Plaintiffs and the Defendants, including the Settlement Agreement dated April 18, 2019 (the "Settlement Agreement"), the facts and books of authorities of the parties, and on hearing the submissions of Class Counsel and the lawyers for the Defendants;



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

AND ON BEING ADVISED that the Provincial Health Insurers consent to this Order;

AND ON BEING ADVISED that Epiq Class Action Services has consented to its appointment as the Claims Administrator pursuant to the Settlement Agreement;

1. **THIS COURT ORDERS** that this action is certified as a class proceeding, pursuant to sections 2 and 5 of the *Class Proceedings Act, 1992* for settlement purposes only.

2. **THIS COURT ORDERS** that the classes are defined as:

a. *Patient Class* means (i) all persons who are resident in Canada as at the date of the Certification Order or, if deceased at or before the date of the Certification Order, who were residents in Canada at the date of death, (ii) who were implanted in Canada with one or more of the Defibrillators, and (iii) who do not opt out of this action; and

b. *Derivative Class* means all dependants of Patient Class Members asserting the right to sue the Releasees independently or derivatively by reason of their familial relationship to a Patient Class Member, including pursuant to the *Family Law Act*, RSO 1990 c F 3 or similar legislation in any other Province or Territory in Canada (together, the Patient Class and the Derivative Class are the “Class”), and

3. **THIS COURT ORDERS THAT**, for the purposes of this Order:

a. *Defibrillator* means the implantable cardioverter defibrillators or cardiac resynchronization therapy defibrillators manufactured by the Defendants between January 2010 and May 23, 2015 listed below:

Trade Name	Model	Trade Name	Model
Fortify Assura™ DR	CD2259-40Q	Quadra Assura MP™	CD3371-40C
Fortify Assura™ DR	CD2259-40	Quadra Assura MP™	CD3371-40QC
Fortify Assura™ DR	CD2359-40C	Quadra Assura™	CD3265-40Q
Fortify Assura™ DR	CD2359-40QC	Quadra Assura™	CD3367-40QC
Fortify Assura™ VR	CD1359-40QC	Quadra Assura™	CD3267-40
Fortify Assura™ VR	CD1259-40	Quadra Assura™	CD3267-40Q
Fortify Assura™ VR	CD1259-40Q	Quadra Assura™	CD3367-40C
Fortify Assura™ VR	CD1359-40C	Unify Assura™	CD3261-40Q
Fortify™ DR	CD2233-40Q	Unify Assura™	CD3361-40QC
Fortify™ DR	CD2233-40	Unify Assura™	CD3261-40
Fortify™ ST DR	CD2235-40	Unify Assura™	CD3361-40C
Fortify™ ST DR	CD2235-40Q	Unify Quadra™	CD3251-40
Fortify™ ST VR	CD1235-40	Unify Quadra™	CD3251-40Q
Fortify™ ST VR	CD1235-40Q	Unify™	CD3231-40
Fortify™ VR	CD1233-40	Unify™	CD3235-40
Fortify™ VR	CD1231-40	Unify™	CD3235-40Q
Fortify™ VR	CD1233-40Q		

- b. *Proposed Class* or *Proposed Class Members* means the proposed Patient Class and Derivative Class, including those who opt out of this action.
4. **THIS COURT ORDERS** that the following causes of action are asserted on behalf of the Class: negligence and derivative actions under Section 61 of the *Family Law Act*, RSO 1990, c F 3 and similar legislation in other provinces and territories, and under the provincial health legislation of each province and territory in Canada.
5. **THIS COURT ORDERS** that Shirley Houle shall be appointed as the Representative Plaintiff on behalf of the Patient Class, and Roland Houle shall be appointed as the Representative Plaintiff on behalf of the Derivative Class.
6. **THIS COURT ORDERS** that pursuant to ss. 2 and 5 of the *Class Proceedings Act* the following common issues shall be certified for settlement purposes only:

- a. were the Defendants negligent in failing to ensure that there were no defects in the Defibrillators;
 - b. were the Defendants negligent in failing to warn the Class of a risk of premature battery depletion with the Defibrillators in a timely fashion; and
 - c. if so, are the Defendants liable in damages to the Patient Class, the Derivative Class or the Provincial Health Insurers?
7. **THIS COURT ORDERS** that Class members may opt out of this class proceeding by delivering a written request to opt out to the Claims Administrator which must be postmarked, if sent by mail, or received, if sent by fax, e-mail or courier, on or before Friday, July 19, 2019 at 11:59 pm EST. Opt out forms received after this date will not be accepted or valid. The notice of opt out must contain:
- a. the full name, mailing address, and telephone number of the Proposed Class Member;
 - b. the Provincial Health Insurance number of the Proposed Class Member;
 - c. the make, model and serial number of the Defibrillator of the Proposed Class Member;
 - d. the date and location where the Proposed Class Member's Defibrillator was implanted;
 - e. a statement indicating whether the Proposed Class Member's Defibrillator was explanted, and if so, the location where it was explanted and the date on which it was explanted; and

- f. in the case of a Derivative Class Member whose Patient Class Member relative is deceased, the Patient Class Member's information set out in paragraphs (a) to (e) above, along with the Patient Class Member's date of death and a statement of whether they believe the death was related to premature battery depletion.
8. **THIS COURT ORDERS** that any putative members of the Class who validly opt out of this action by the Opt Out Deadline, in accordance with paragraph 7 of this Order are not bound by the Settlement Agreement and shall no longer participate in or have the opportunity in the future to participate in this action or the Settlement Agreement.
9. **THIS COURT ORDERS** that within 10 days of the Opt Out Deadline, the Claims Administrator shall provide to Class Counsel and counsel for the Defendants the names of persons who have delivered valid opt out notices and a copy of the opt out notices.
10. **THIS COURT ORDERS** that the long form Notice of Certification, Proposed Settlement and Approval Hearing shall be in a form attached hereto as **Appendix 1** and the short form Notice of Certification, Proposed Settlement and Approval Hearing shall be in a form attached hereto as **Appendix 2**.
11. **THIS COURT ORDERS** that the Notice Protocol with respect to the publication of the Notice of Certification, Proposed Settlement and Approval Hearing is approved in the form attached hereto as **Appendix 3**, and that the Notice of Certification, Proposed Settlement and Approval Hearing shall be disseminated in accordance with the Notice Protocol.
12. **THIS COURT ORDERS** that Epiq Class Action Services is appointed as the Claims Administrator for the purposes of disseminating the Notice of Certification, Proposed Settlement and Approval Hearing (Appendixes 1 and 2) in accordance with the Notice

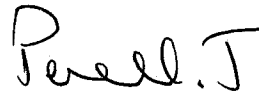
Protocol and for receiving any opt out forms, and reporting to the court and the parties with respect to those opt outs in accordance with the terms of the Settlement Agreement.

13. **THIS COURT ORDERS** that within 15 days of this Order, the Defendants will provide to the Claims Administrator and to Class Counsel, to the extent known, a list of the Patient Class Members, including their names, last known addresses, the type of Defibrillator implanted, and the serial numbers of the implanted Defibrillators. The Defendants will also identify for the Claims Administrator and Class Counsel, to the extent known, any Defibrillators that were replaced due to premature battery depletion where the battery depletion occurred earlier than expected based on the Defibrillator usage and there was no indication that the depletion was related to a cause other than a short circuit that may have been due to the formation of lithium clusters.
14. **THIS COURT ORDERS** that the Claims Administrator shall use the information provided pursuant to paragraph 13 of this Order for the sole purpose of effecting the Notice Protocol and facilitating the claims administration process in accordance with the Settlement Agreement, and for no other purpose.
15. **THIS COURT ORDERS** that the Claims Administrator shall maintain confidentiality over and shall not share the information provided pursuant to paragraph 13 with any other person, including but not limited to any lawyer (except any lawyers retained by the Claims Administrator), unless doing so is necessary for effecting the Notice Protocol and facilitating the claims administration process in accordance with the Settlement Agreement.

16. **THIS COURT DECLARES AND ORDERS** that this Order constitutes an Order compelling the production of information by the Defendants within the meaning of applicable privacy laws, including that it satisfies the requirements of section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5 and section 41(1)(d)(i) of the *Personal Health Information Protection Act*, 2004, SO 2004 c 3.
17. **THIS COURT ORDERS** that this Order does and is deemed to comply with any requirement under applicable privacy laws for the Defendants to provide any notice to persons of disclosure of the information required by this Order without consent.
18. **THIS COURT ORDERS** that the Defendants be and are hereby released from any and all obligations pursuant to any and all applicable privacy laws, including common law, statutes and regulations in relation to the disclosure of personal information or personal health information required by this Order.
19. **THIS COURT ORDERS** that this Order is binding upon each member of the Class who does not validly opt out from this actions on or prior to the Opt Out Deadline in accordance with paragraph 7 of this Order, whether or not they submit a claim to participate in the distribution of the Settlement Fund, if the Settlement Agreement is approved, including those persons who are minors or mentally incapable, and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of this action.
20. **THIS COURT ORDERS** that the hearing of the settlement approval motion and the motion for approval of Class Counsel fees shall take place on Thursday, August 1, 2019.
21. **THIS COURT ORDERS** that any Class Members who wish to file with the Court an objection to, or comment on the settlement of this action, or the request for approval of

Class Counsel fees, shall deliver a written statement to Class Counsel, at the address indicated in the Notice of Certification, Proposed Settlement and Approval Hearing, no later than Monday, July 29, 2019.

22. **THIS COURT ORDERS** that this Order shall be set aside, declared null and void and of no force and effect on a subsequent motion made on notice to the parties in the event that the Settlement Agreement is terminated in accordance with its terms.
23. **THIS COURT ORDERS** that there shall be no costs of this motion.



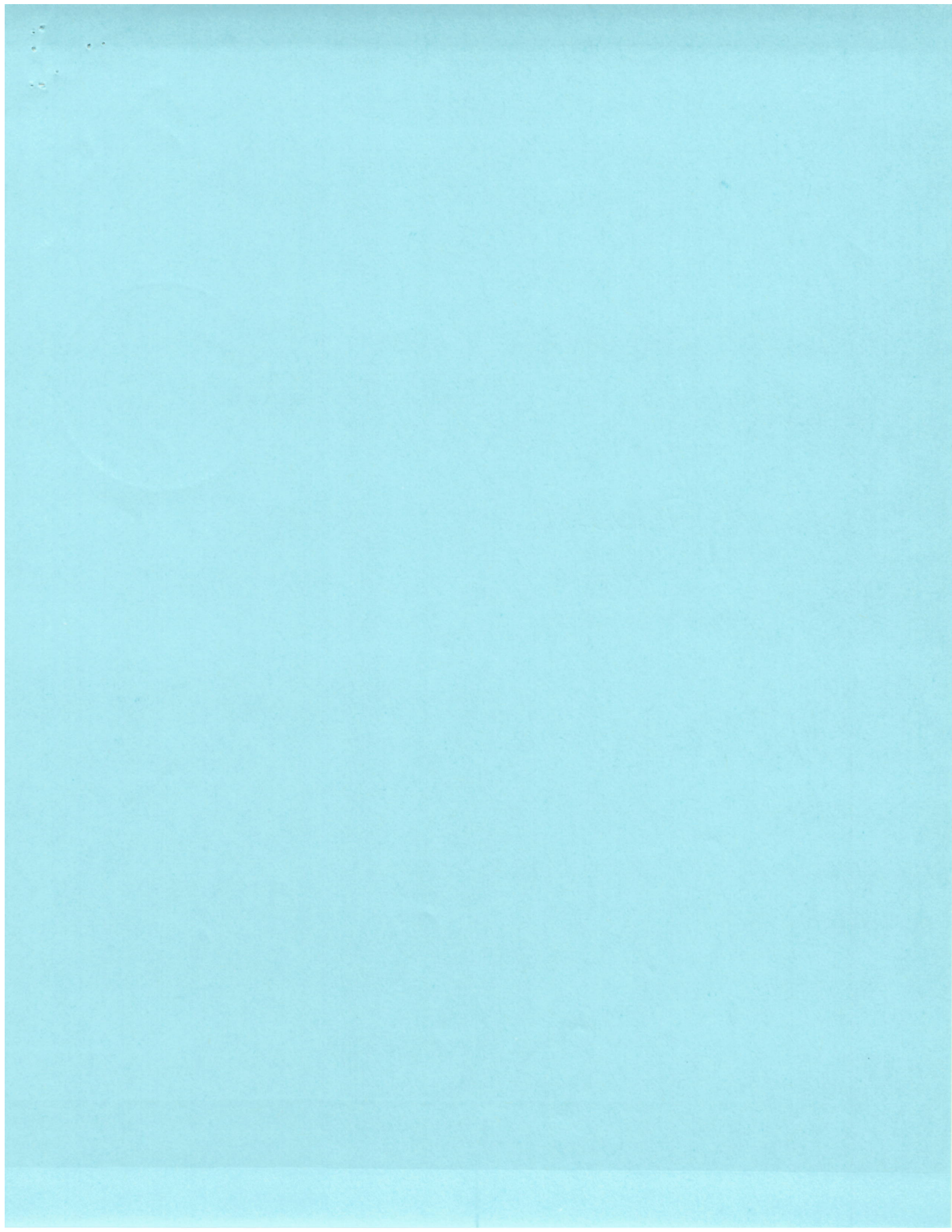
The Honourable Justice P. M. Perell

ENTERED AT / INSCRIPT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

APR 25 2019

PER/PAR

W



NOTICE OF CLASS ACTION CERTIFICATION AND SETTLEMENT APPROVAL HEARING**ST. JUDE ICD CLASS ACTION SETTLEMENT**

READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

www.stjudeicdclaim.ca

THIS NOTICE IS FOR all persons who were implanted in Canada with an implantable cardioverter defibrillator or cardiac resynchronization therapy defibrillator (a “Defibrillator”) manufactured by St. Jude Medical, Inc. **between January 2010 and May 23, 2015** listed below, and their immediate family members (the “Class”):

Trade Name	Model	Trade Name	Model
Fortify Assura™ DR	CD2259-40Q	Quadra Assura MP™	CD3371-40C
Fortify Assura™ DR	CD2259-40	Quadra Assura MP™	CD3371-40QC
Fortify Assura™ DR	CD2359-40C	Quadra Assura™	CD3265-40Q
Fortify Assura™ DR	CD2359-40QC	Quadra Assura™	CD3367-40QC
Fortify Assura™ VR	CD1359-40QC	Quadra Assura™	CD3267-40
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Fortify™ ST DR	CD2235-40	Unify Assura™	CD3361-40C
Fortify™ ST DR	CD2235-40Q	Unify Quadra™	CD3251-40
Fortify™ ST VR	CD1235-40	Unify Quadra™	CD3251-40Q
Fortify™ ST VR	CD1235-40Q	Unify™	CD3231-40
Fortify™ VR	CD1233-40	Unify™	CD3235-40
Fortify™ VR	CD1231-40	Unify™	CD3235-40Q
Fortify™ VR	CD1233-40Q		

In 2017, a proposed class action was commenced by Shirley Houle and Roland Houle of Port Hope, Ontario, (the Representative Plaintiffs) against St. Jude Medical, Inc. and St. Jude Medical Canada, Inc. (together, “St. Jude”), in the Ontario Superior Court of Justice, Court File No. CV-17-572508-00CP.

In the action, the Plaintiffs assert that the batteries in the Defibrillators were faulty as they were subject to forming lithium clusters that could cause the batteries to prematurely deplete, and that the Defendants allegedly failed to warn the Class about this defect in a timely manner. The Defendants contest and would refute these allegations if the matter went to trial.

The parties have reached a proposed Settlement of the class action (the “Settlement Agreement”). The Settlement Agreement can be viewed at **www.stjudeicdclaim.ca**.

The Settlement is a compromise of disputed claims, without any admission or findings of liability or wrongdoing against St. Jude by the Court. St. Jude denies any liability.

The Court has made an Order allowing the action to be prosecuted as a class action. The Order was made on consent, solely for the purposes of facilitating the Settlement. Before the Settlement Agreement is effective, it must be approved by the Court. If the Settlement is not approved by the Court, then the certification Order will be set aside, and the Plaintiffs' motion for certification will be argued at a later date.

The common issues that have been certified on consent solely pursuant to the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, are:

- a. were the Defendants negligent in failing to ensure that there were no defects in the Defibrillators;
- b. were the Defendants negligent in failing to warn the Class of a risk of premature battery depletion with the Defibrillators in a timely fashion; and
- c. if so, are the Defendants liable in damages to the Patient Class, the Derivative Class or the Provincial Health Insurers?

By consenting to these common issues for the purpose of settlement, St. Jude has not admitted that any of these issues would be certified by the Court if the motion for certification was argued on a contested basis.

The hearing for approval of the Settlement Agreement and setting Class Counsel's legal fees will be on **August 1, 2019** at the Osgoode Hall Court House, 130 Queen Street West, Toronto, at 10:00 a.m.

As a Class Member, your legal rights are affected as you will be bound by any orders of the Court, including the Court's approval of the Settlement Agreement, the release of St. Jude from any liability in respect of the matters that were raised or that could have been raised in the class action, or any other Court orders, if the Settlement Agreement is not approved.

If you do not wish to be included in the class action, you have a choice to exclude yourself from the class action ("Opt-Out"). If you Opt-Out, you will not be bound by any court decision, nor will you be able to participate in the Settlement.

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. Why is there a Notice?

This lawsuit has been approved by the Court to proceed as a class action against St. Jude for the purpose of effecting the Settlement Agreement reached between the parties. If you are included in the Class, this Notice explains your legal rights.

2. What are the Settlement benefits?

If the Court approves the Settlement Agreement, St. Jude will pay \$5,000,000.00 CAD in full and final settlement of all claims in the class action against it, including Class Counsel's fees and administration costs, in return for releases and a dismissal of the class action. The Settlement Fund, less administration costs and lawyers' fees, will be distributed to the Class in accordance with the Court-approved and supervised Distribution Protocol, which can be reviewed at Schedule G of the Settlement Agreement found at www.stjudeicdclaim.ca.

The Distribution Protocol anticipates that the Settlement Fund will be paid on the following basis:

- **An amount for each Eligible Explant Claimant¹**, depending upon a number of factors, including the number of Eligible Explant Claimants and the number of claimants who have experienced complications arising from surgery to replace their Defibrillator who make valid claims;
- **Additional compensation for Eligible Explant Claimants** who have experienced complications arising from surgery to replace a Defibrillator as awarded by the Referee in accordance with guidelines approved by the Court;
- **Up to \$100.00 CAD to those Patient Class Members** who
 - (i) had their Defibrillator implanted **prior to December 1, 2013**; and
 - (ii) are not an Eligible Explant Claimant;
- **Up to \$500.00 CAD to those Patient Class Members** who
 - (i) had their Defibrillator implanted **on or after December 1, 2013**; and
 - (ii) are not an Eligible Explant Claimant;
- **Payments to the Derivative Class Members of deceased Patient Class Members** as approved by the Referee in accordance with guidelines approved by the Court; and
- **All out of pocket expenses, up to \$500.00 CAD, incurred by Class Members** in the amounts approved by the Referee in accordance with guidelines approved by the Court.

¹ "Eligible Explant Claimants" means Patient Class Members who either (i) had a Defibrillator replaced due to premature battery depletion where the battery depletion occurred earlier than expected based on the Defibrillator usage and there was no indication that the depletion was related to a cause other than a short circuit that may have been due to the formation of lithium clusters, or (ii) had a Defibrillator replaced between October 10, 2016 and August 8, 2017 on an elective basis in response to the St. Jude advisory issued in Canada on October 10, 2016 provided that the electively replaced Defibrillator had been implanted for less than five years at the time of the replacement.

3. What is this class action about?

In 2017, a proposed class action was commenced against St. Jude. The claim alleged that during the Class Period, the batteries in the Defibrillators were faulty as they were subject to forming lithium clusters that could cause the batteries to prematurely deplete, and that the Defendants allegedly failed to warn the Class about this defect in a timely manner. The Defendants dispute these allegations.

4. Who is a member of the Class?

The Class is defined solely under Canadian law as all persons who were implanted in Canada with an implantable cardioverter defibrillator or cardiac resynchronization therapy defibrillator (a "Defibrillator") that was manufactured by St. Jude **between January 2010 and May 23, 2015** listed above, and their immediate family members.

5. What are the plaintiffs asking for?

The claim asks for money for Class Members for physical and psychological injuries as a result of St. Jude allegedly failing to warn that the batteries in the Defibrillators were subject to forming lithium clusters that could cause the batteries to prematurely deplete. The Representative Plaintiffs are also asking for an honorarium of \$5,000.00 CAD each, payment of their lawyers' fees and costs, the costs of administering the settlement, and interest.

6. Is there any money available now?

At the Settlement Approval Hearing, the Court will determine whether the Settlement Agreement is fair, reasonable, and in the best interest of the Class.

If the Settlement Agreement is approved by the Court, the Settlement Amount of \$5,000,000.00 CAD, less administration costs and lawyers' fees, as approved by the Court, will be distributed in accordance with the Court-approved and supervised Distribution Protocol.

At the hearing, Class Counsel will also seek court approval of their request for fees equal to no more than 30% of the Settlement Fund plus expense reimbursement. Class Counsel has not been paid as the matter has proceeded, and has funded the out-of-pocket expenses of conducting the litigation for the Class. Class Counsel will be requesting the fees and disbursements to be deducted from the Settlement Fund.

YOUR LEGAL RIGHTS AND OPTIONS

<p style="text-align: center;">DO NOTHING Stay in the class action</p>	<p>If you do nothing, you will automatically be included as a member of the Class. You do not need to take any further action to stay in the lawsuit.</p> <p>Await the outcome. You will be bound by the terms of the Court approved Settlement. If the Settlement Agreement is not approved, then you will be bound by any future orders of the Court.</p> <p>Give up certain rights. By doing nothing, you are choosing to stay in the class action. You will keep your right to share in the settlement, however, you will also be bound by any negative results. You are giving up the right to sue St. Jude on your own in connection with the allegedly defective Defibrillators and St. Jude's alleged failure to warn.</p>
<p style="text-align: center;">OBJECT to the Settlement</p>	<p>You can write the Court about why you like or do not like the Settlement.</p> <p>Written objections will be filed with the Court, and must be delivered no later than Monday, July 29, 2019.</p> <p>See question 8 below for additional information.</p>
<p style="text-align: center;">OPT-OUT Exclude yourself from the class action</p>	<p>If you choose to Opt-Out of the class action, then you will not be bound by any court orders. This means that you will get no payment or benefits from the Settlement Agreement. This also means that you will not be bound by any potential negative results.</p> <p>If you exclude yourself, you keep the right to sue St. Jude on your own. If you intend to Opt-Out and sue St. Jude on your own, you should be aware that there will be limitation periods that apply to your claim, and the time within which an action may be started. You should consult a lawyer to obtain advice about your rights to bring an individual action.</p> <p>To Opt Out, you must submit an Opt-Out Form no later than Friday, July 19, 2019.</p> <p>See question 9 below for additional information.</p>

7. What happens if I do nothing at all?

You do not have to do anything to stay in the class action. If the Settlement Agreement is approved by the Court, then the Settlement Amount of \$5,000,000.00 CAD less legal fees, disbursements and administration costs will be distributed to qualifying Class Members. You will be notified about how to ask for a portion of the net Settlement Fund in a separate notice.

As a Class Member, you will be legally bound by all orders and judgments of the Court, including a release to be granted in favour of St. Jude, and you will not be able to sue St. Jude regarding the legal claims made in this case.

8. What if I don't agree with the Settlement Agreement or Class Counsel's requested fees and disbursements?

The Settlement Agreement is posted at www.stjudeicdclaim.ca.

Once filed with the Court, the materials explaining why Class Counsel and the Representative Plaintiffs say that this settlement is in the best interests of the Class will also be posted on www.stjudeicdclaim.ca.

Court documents explaining and supporting Class Counsel's request for approval of their fees and disbursements will also be posted at www.stjudeicdclaim.ca. Class Counsel entered into a contingency fee agreement with the Representative Plaintiffs that would permit Class Counsel to be paid 1/3 of the recovery achieved for the class, exclusive of any amount paid by St. Jude as a contribution to court costs. Class Counsel will be asking the Court to approve fees payable to them of no more than \$1,300,000.00 CAD, plus disbursements and taxes.

On **August 1, 2019, at 10 a.m. EST**, the Court will hear the Representative Plaintiffs' motion for Settlement Approval, and Class Counsel's Motion for approval of their contingency fee agreement. The hearing will be held at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

If you want to remain in the Class, but object to the terms of the Settlement Agreement or object to the amount of fees requested by Class Counsel, you should do so by setting out your objection in writing addressed to the Class Counsel at their address below. Written objections will be filed with the Court, and must be delivered **no later than Monday, July 29, 2019**.

You may also attend the hearing in person or with your own lawyer to raise any objection.

Objections should be sent to:

St. Jude Defibrillator Class Action
Waddell Phillips Professional Corporation
36 Toronto Street, Suite 1120
Toronto ON M5C 2C5
Fax: 416-477-1657
Email : reception@waddellphillips.ca

9. What if I want to exclude myself from the Class?

If you decide that you do not want to participate in the class action, you must exclude yourself - this is referred to as "opting-out". **If you exclude yourself, you will not receive any payment or benefit from the Settlement Agreement, if it is approved.** You will not be bound by any Court orders and you keep your right to sue St. Jude regarding the issues raised in this case. You cannot change your mind later and opt back into the class action.

To exclude yourself, you must submit an Opt-Out Form to the Claims Administrator **no later than Friday, July 19, 2019** at:

Epiq Class Action Services
Attention: St. Jude ICD Class Action Settlement Claims Administrator
Nelson P.O. Box 20187 – 322 Rideau Street
Ottawa ON K1N 5Y5
Email: info@stjudeicdclaim.ca
Fax: 1-866-262-0816

The Opt-Out Form must include your full name, address and telephone number, as well as your Provincial Health insurance number, the make, model and serial number of your Defibrillator, the date and location where you were implanted with the Defibrillator, and, if it was explanted, the date and location of the explant surgery. If you are a family member of a deceased relative who had a Defibrillator, the Opt-Out Form must also include your relative's date of death and an indication as to whether their death was related to premature battery depletion with the Defibrillator. You may use the Opt-Out Form set out below.

The Opt-Out Form must be postmarked, if sent by mail, or received, if sent by fax, email or courier, on or before July 19, 2019 at 11:59 p.m. EST. Opt-Out Forms received after this date will not be accepted or valid, and you will remain a Class Member.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in the case?

Waddell Phillips Professional Corporation and Howie, Sacks and Henry LLP are the lawyers for the Representative Plaintiffs, and are Class Counsel.

11. How will the lawyers get paid?

You will not have to pay any of the fees and expenses of Class Counsel, directly. If the Court grants their request, Class Counsel's fees and expenses will be deducted from the Settlement Amount.

ADDITIONAL INFORMATION

12. How do I obtain additional information?

You can obtain additional information about this case, including assistance in determining if you are a member of the Class, or about opting out by contacting Class Counsel or the Claims Administrator using the contact details listed below:

Claims Administrator:

Epiq Class Action Services

Attention: St. Jude ICD Class Action Settlement Claims Administrator
Nelson P.O. Box 20187 – 322 Rideau Street
Ottawa ON K1N 5Y5
Email: info@stjudeicdclaim.ca
Phone: 1-833-414-8043
Fax: 1-866-262-0816
www.stjudeicdclaim.ca

Class Counsel:

Waddell Phillips Professional Corporation

Attention: St. Jude Defibrillator Class Action
36 Toronto Street, Suite 1120
Toronto ON M5C 2C5
Email: reception@waddellphillips.ca
Phone: 647-261-4486
Fax: 416-477-1657
<https://waddellphillips.ca/class-actions/st-jude-defibrillator-class-action/>

Howie Sacks & Henry LLP

Attention: St. Jude Defibrillator Class Action
20 Queen Street West, Suite 3500
Toronto ON M5H 3R3
Email: pmiller@hshlawyers.com
Phone: 416-361-5990
Fax: 416-361-0083
<https://www.hshlawyers.com/expertise/mass-tort-litigation/st-jude-defibrillator-pacemaker/>

The Ontario Superior Court of Justice has authorized distribution of this Notice.
Questions about this Notice should NOT be directed to the Court.

ST. JUDE ICD CLASS ACTION SETTLEMENT

OPT-OUT FORM

www.stjudeicdclaim.ca

This is NOT a claim form. Completing this OPT-OUT FORM will **exclude you from the class action and you will not receive any compensation arising out of any settlement or judgment in the class action.**

Opt-Out Forms must be submitted to the Claims Administrator **no later than July 19, 2019.**

You may also submit an Opt-Out Form by email at info@stjudeicdclaim.ca. Mailed Opt-Out Forms must be postmarked by Canada Post **no later than July 19, 2019.**

SECTION A – CLASS MEMBER IDENTIFICATION

You **must** check one (1) of the boxes below:

I am the **Person Implanted** with a Defibrillator (“Patient Class Member”)

OR

I am the **Next-of-Kin of a Deceased Person** who was Implanted with a Defibrillator (“Derivative Class Member”) - *e.g. spouse, child, parent*

Important: If you are a Derivative Class Member you **must** provide the following information:

_____ **Full Name of Patient Class Member**

_____ **Date of Death of Patient Class Member**

Was their death related to premature battery depletion with the Defibrillator? Yes / No

Please proceed to page 2.

**ST. JUDE ICD CLASS ACTION SETTLEMENT
OPT-OUT FORM**

SECTION B – CLASS MEMBER NAME AND CONTACT INFORMATION		
First Name	Last Name	
Complete Street Address		
City	Province	Country
Postal Code		
Telephone Number		
Email		

SECTION C – REQUIRED PATIENT INFORMATION		
Provincial Health Insurance Number of Person Implanted with a Defibrillator		
Make of the Defibrillator	Model of the Defibrillator	Serial Number of the Defibrillator
Date and Location of Implant		
If applicable, Date and Location of when/where the Defibrillator was replaced or removed.		

**ST. JUDE ICD CLASS ACTION SETTLEMENT
OPT-OUT FORM**

SECTION D – REASON FOR OPTING OUT (OPTIONAL)

Please explain your reason(s) for opting-out.

SECTION E – OPT-OUT DECLARATION

I, _____ understand that by opting out, I am confirming that I **do not wish to participate** in the St. Jude ICD Class Action.

I understand that if I wish to commence my own action, it must be commenced within a specified limitation period or it will be legally barred, and that a recommendation has been made to me to seek independent legal advice about my rights in this respect.

I understand that the limitation period was stopped from the time the class proceeding was filed on March 30, 2017, but the limitation period will start running against me if I Opt Out of this class action.

I understand that by opting out, I take full responsibility for the resumption of the running of any relevant limitation period and for taking all necessary legal steps to protect any claim I may have against the Defendants.

I understand that by opting out, I will not be a part of this class action lawsuit and I will keep any rights that I may have to sue the Defendants myself. I understand that I will not be bound by any of the Court's orders or judgments in this class action lawsuit and will not get any compensation or benefits from this lawsuit or from any settlement.

Signature

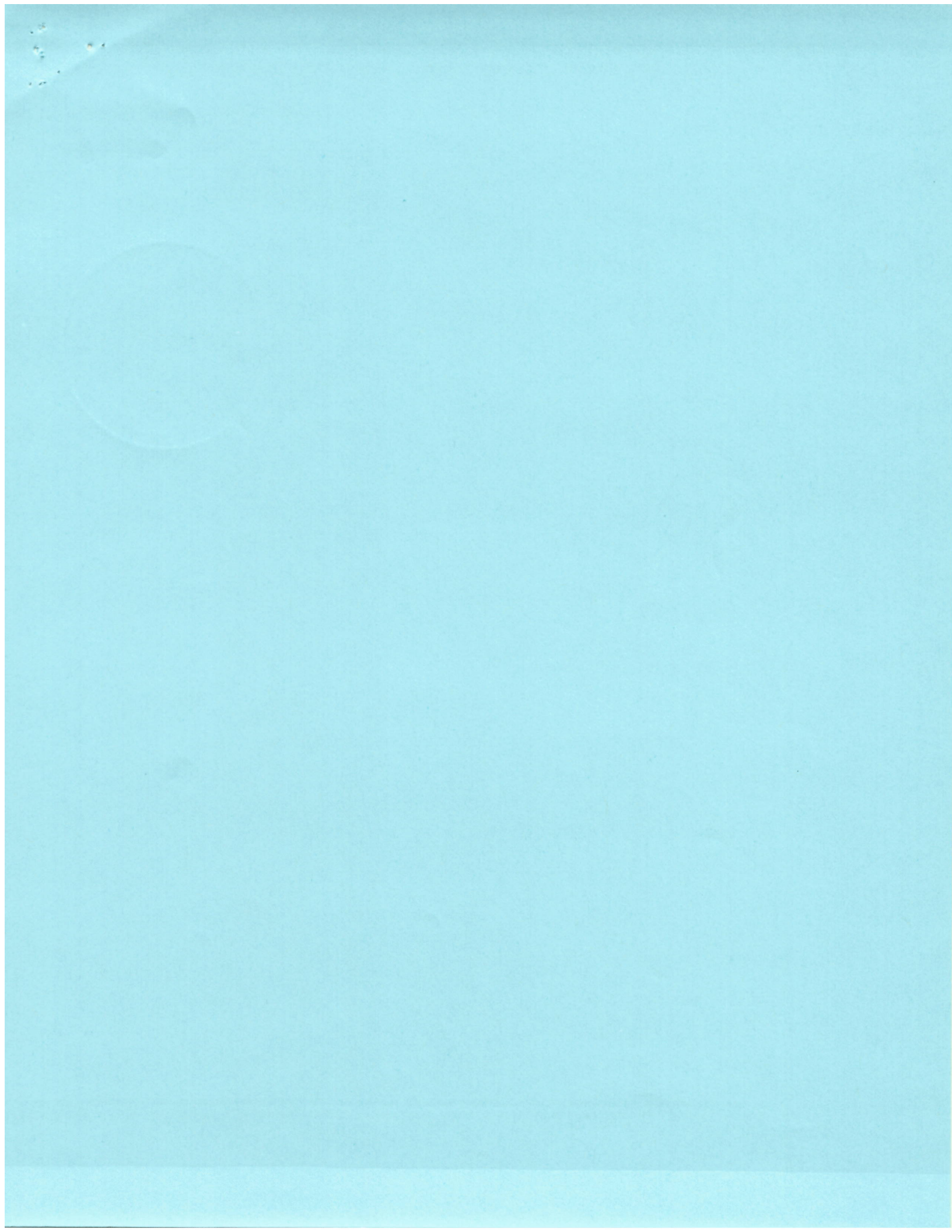
Date

Witness Signature

Date

Opt-Out Forms must be received by the Claims Administrator **no later than July 19, 2019**.

Epiq Class Action Services
Attention: St. Jude ICD Class Action Settlement Claims Administrator
Nelson P.O. Box 20187 – 322 Rideau Street
Ottawa ON K1N 5Y5
Fax: 1-866-262-0816
Email: info@stjudeicdclaim.ca



NOTICE OF CLASS ACTION CERTIFICATION AND SETTLEMENT APPROVAL HEARING**ST. JUDE ICD CLASS ACTION SETTLEMENT**

READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

www.stjudeicdclaim.ca**PURPOSE OF THIS NOTICE**

This Notice is for all persons who were implanted in Canada with an implantable cardioverter defibrillator or cardiac resynchronization therapy defibrillator (a "Defibrillator") manufactured by St. Jude Medical, Inc. (listed below) **between January 2010 and May 23, 2015**, and their immediate family members (the "Class"):

Trade Name	Model	Trade Name	Model
Fortify Assura™ DR	CD2259-40Q	Quadra Assura MP™	CD3371-40C
Fortify Assura™ DR	CD2259-40	Quadra Assura MP™	CD3371-40QC
Fortify Assura™ DR	CD2359-40C	Quadra Assura™	CD3265-40Q
Fortify Assura™ DR	CD2359-40QC	Quadra Assura™	CD3367-40QC
Fortify Assura™ VR	CD1359-40QC	Quadra Assura™	CD3267-40
Fortify Assura™ VR	CD1259-40	Quadra Assura™	CD3267-40Q
Fortify Assura™ VR	CD1259-40Q	Quadra Assura™	CD3367-40C
Fortify Assura™ VR	CD1359-40C	Unify Assura™	CD3261-40Q
Fortify™ DR	CD2233-40Q	Unify Assura™	CD3361-40QC
Fortify™ DR	CD2233-40	Unify Assura™	CD3261-40
Fortify™ ST DR	CD2235-40	Unify Assura™	CD3361-40C
Fortify™ ST DR	CD2235-40Q	Unify Quadra™	CD3251-40
Fortify™ ST VR	CD1235-40	Unify Quadra™	CD3251-40Q
Fortify™ ST VR	CD1235-40Q	Unify™	CD3231-40
Fortify™ VR	CD1233-40	Unify™	CD3235-40
Fortify™ VR	CD1231-40	Unify™	CD3235-40Q
Fortify™ VR	CD1233-40Q		

CLASS ACTION CERTIFIED FOR SETTLEMENT APPROVAL

A class action has been certified by the Ontario Superior Court of Justice against St. Jude Medical, Inc. and St. Jude Medical Canada, Inc. (together, "St. Jude") on behalf of the Class, for the purpose of considering approval of the Settlement. The parties have reached a proposed settlement of the class action.

In the action, the Plaintiffs assert that the batteries in the Defibrillators were faulty as they were subject to forming lithium clusters that could cause the batteries to deplete prematurely, and that the Defendants allegedly failed to warn the Class about this defect in a timely manner. The Settlement Agreement is a compromise of disputed claims, without any admission or findings of liability or wrongdoing against St. Jude. The Defendants dispute these allegations.

SUMMARY OF THE SETTLEMENT

If the Settlement Agreement is approved by the Court, St. Jude will pay \$5,000,000.00 CAD in full and final settlement of all claims against them, in return for a release and a dismissal of the class action. The Settlement Fund, less administration costs and lawyers' fees as approved by the court, will be distributed to the Class in accordance with a Court approved and supervised Distribution Protocol.

The Settlement Agreement, including the proposed Distribution Protocol (Schedule G) can be reviewed at www.stjudeicdclaim.ca.

HEARING TO APPROVE SETTLEMENT AGREEMENT AND CLASS COUNSEL FEES

On **August 1, 2019, at 10:00 am EST** the Ontario Superior Court of Justice will hold a hearing (the "Settlement Approval Hearing") wherein Class Counsel will ask the Court to approve (i) the Settlement Agreement; and (ii) their legal fees and expenses. The hearing will be held at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

At the Settlement Approval Hearing, the Court will determine whether the Settlement Agreement is fair, reasonable, and in the best interest of the Class. Class Counsel will also seek court approval of their fees in the amount of up to \$1,300,000.00 CAD plus disbursements and taxes to be paid from the Settlement Fund. Class Counsel have been working under a contingency fee agreement, and have not been paid as the matter has proceeded, and have paid all the expenses of conducting the litigation for the Class.

Any Class Member may attend the Settlement Approval Hearing and ask to make submissions regarding the proposed settlement.

Persons intending to object to the Settlement Agreement should provide their objection in writing to Class Counsel at the address below no later than Friday, July 29, 2019.

WHAT ARE MY OPTIONS

1. Stay in the Class Action and Do Nothing:

You do not have to do anything to stay in the class action. You will be legally bound by all orders and judgments of the Court, and you will not be able to sue the Defendants regarding the legal claims made in this case. If the Court approves the Settlement Agreement, the Settlement Fund, less approved deductions, will be distributed to those Class Members who submit valid claims. You will be notified about how to claim a portion of the Settlement Fund if the Settlement is approved.

2. Stay in the Class Action and Object to the Settlement Agreement or Class Counsel Fees:

If you want to object to the proposed Settlement or to the payment of Class Counsel's fees and expenses, you should do so by submitting your objection in writing addressed to Class Counsel at the address below **no later than Monday, July 29, 2019.**

3. Opt Out of the Class Action

All Class Members will be bound by the decisions of the Court regarding this action,

including terms of the Settlement Agreement, if it is approved, unless they opt out. Any Class Member who wishes to exclude themselves from this action must opt out by submitting an Opt-Out Form to the Claims Administrator **no later than July 19, 2019.**

The Opt-Out Form must include your full name, address and telephone number, as well as your Provincial Health insurance number, the make, model and serial number of your Defibrillator, the date and location where you were implanted with the Defibrillator, and, if it was explanted, the date and location of the explant surgery. If you are the family member of a deceased relative who had a Defibrillator, the Opt-Out Form must also include your relative's date of death and an indication as to whether their death was related to premature battery depletion with the Defibrillator. You may download an Opt-Out Form at www.stjudeicdclaim.ca.

The Opt-Out Form must be postmarked, if sent by mail, or received, if sent by fax, email or courier, on or before July 19, 2019 at 11:59 p.m. EST. Opt-Out Forms received after this date will not be accepted or valid.

ADDITIONAL INFORMATION:

Visit www.stjudeicdclaim.ca to review a copy of the Certification Order, the Settlement Agreement, or to obtain additional information about this class action.

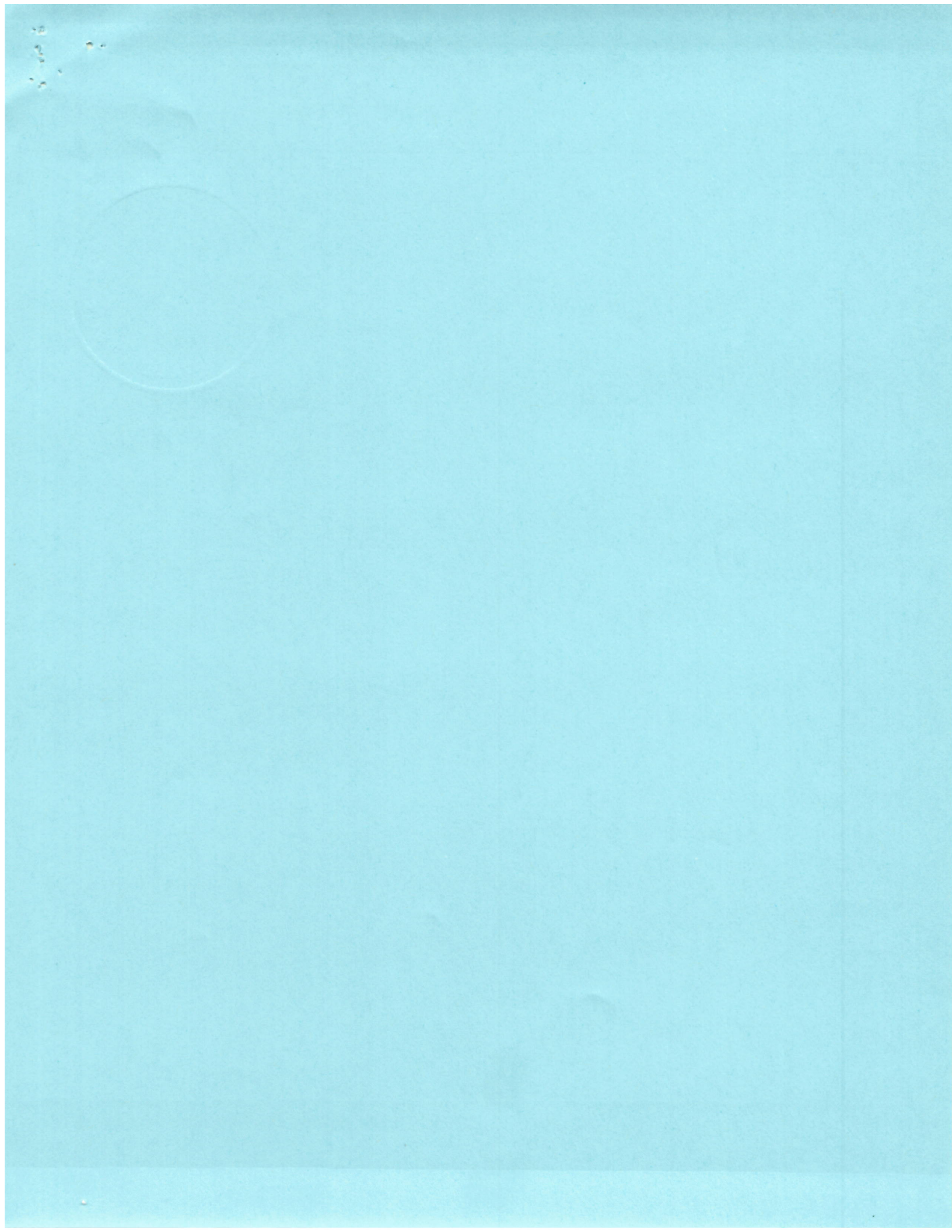
Questions for **Class Counsel** should be directed to:

St. Jude Defibrillator Class Action Settlement
36 Toronto Street, Suite 1120
Toronto, ON M5C 2C5
Email: reception@waddellphillips.ca
Phone: 647-261-4486
Fax: 416-477-1657

Questions for the **Claims Administrator** should be directed to:

Epiq Class Action Services
Attention: St. Jude ICD Class Action Settlement Claims Administrator
Nelson P.O. Box 20187 – 322 Rideau Street
Ottawa ON K1N 5Y5
Email: info@stjudeicdclaim.ca
Phone: 1-833-414-8043
Fax: 1-866-262-0816

**The Ontario Superior Court of Justice has authorized distribution of this Notice.
Questions about this Notice should NOT be directed to the Court.**



APPENDIX 3
NOTICE PROTOCOL

- A. Notice of Certification, Proposed Settlement and Approval Hearing (Certification Notice)**
1. Within 15 (fifteen) days of the date that the Order certifying the Action as a class proceeding for settlement takes effect, the Defendants will provide to the Claims Administrator and to Class Counsel lists of Patient Class Members including their names, last known addresses, the type of Defibrillator implanted and the serial numbers of the implanted Defibrillators, to the extent such information is available to the Defendants (the "Patient Class Member List").
 2. Class Counsel will publish a national press release in English and in French advising of the consent certification of the action as a class proceeding for settlement purposes, briefly outlining the key features of the settlement, advising of opt out rights, and include links to the short and long form Notices on Class Counsels' web pages dedicated to the proceeding. The content of the press release will be in a form agreed between the Parties and, if they are unable to agree, then in a form approved by the Court.
 3. The Claims Administrator will deliver the Certification Notice:
 - a) by mail to the Patient Class Members (as updated from other sources, including information provided by Class Counsel and from the Patient Class List);
 - b) by email to any Class Member who has provided their contact information to Class Counsel; and
 - c) by mail or email to any person requesting a copy from Class Counsel or the Claims Administrator.
 4. Class Counsel will post an update to their firm websites advising of the certification of the action for settlement purposes and explaining its import, setting out the key terms of the proposed settlement, explaining the procedure for opting out of the Action, and explaining the process for objecting to the proposed settlement. Class Counsel will post a link to a copy of the long form and short form Certification Notices, and the executed Settlement Agreement. Once filed with the court, Class Counsel will also post a link to the Plaintiffs' motion for settlement approval and Class Counsel's motion for fee approval.
 5. The Defendants will post the long form Certification Notice on Abbott's website.

APPENDIX 3
NOTICE PROTOCOL

B. Notice of Settlement Approval (Settlement Notice)

1. Class Counsel will publish a national press release in English and in French advising of the settlement approval, and include links to the short and long form Notices on Class Counsels' web pages dedicated to the proceeding. The content of the press release will be in a form agreed between the Parties and, if they are unable to agree, then in a form approved by the Court.
2. The Claims Administrator will deliver the Settlement Notice, including a paper copy of the Claim Form, and instructions on how to access and complete a web-based claim form:
 - a) by mail to Patient Class Members (as updated from other sources, including information provided by Class Counsel, and updated contact information received from Class Members and the Patient Class List);
 - b) by email to any Class Member who has provided their contact information to Class Counsel; and
 - c) by mail or email to any person requesting a copy from Class Counsel or the Claims Administrator.
3. Class Counsel will post an update to their firm websites advising of the settlement approval and explaining its import, setting out the key terms of the settlement, explaining the procedure for making a claim for part of the Settlement Fund, including how to contact the Claims Administrator. Class Counsel will post a link to a copy of the long form and short form Settlement Notices, and the executed Settlement Agreement.
4. The Defendants will post the long form Settlement Notice and Claim Form on Abbott's website.
5. The short form Settlement Notice will be published twice in the Metro Newspaper, including the French version of the Settlement Notice in the Montreal edition of the Metro, and twice in the Globe and Mail and in La Presse+ or in le journal de Montréal and le journal du Québec.

HOULE et al.
Plaintiffs

-and-
ST. JUDE MEDICAL, INC. et al.
Defendants

Court File No. CV-17-512508-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT TORONTO

CERTIFICATION ORDER

WADDELL PHILLIPS
PROFESSIONAL CORPORATION

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Lawyers for the Plaintiffs