

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(CLASS ACTIONS CHAMBER)

No.: 500-06-001004-197

JEAN-FRANÇOIS BOURASSA

Plaintiff

v.

ABBOTT LABORATORIES, CO. et al.

Defendants

SETTLEMENT AGREEMENT
Made as of August 22, 2025

Between the Plaintiff and Apotex Inc.

RECITALS

- A. WHEREAS on May 23, 2019, an *Application for Authorization to Institute a Class Action and to Obtain the Status of Representative* was filed in the Superior Court of Quebec, which was subsequently amended with the Court's authorization (as amended, the "**Bourassa Class Action**");
- B. WHEREAS the Bourassa Class Action was instituted against numerous pharmaceutical entities, including Apotex Inc. ("**Apotex**" or the "**Settling Defendant**"), for their role in manufacturing, selling, marketing or distributing opioid products in the Province of Quebec;
- C. WHEREAS the Bourassa Class Action alleges, *inter alia*, that the Defendants, including Apotex, failed to sufficiently warn of risks associated with their opioid products and made misrepresentations regarding the safety and efficacy of opioid products;
- D. WHEREAS on April 10, 2024, the Honourable Justice Gary D.D. Morrison, J.S.C. authorized the Bourassa Class Action against the Defendants and appointed Jean-François Bourassa as Representative Plaintiff (the "**Plaintiff**");
- E. WHEREAS on April 18, 2024 and on May 20, 2025, the authorization judgment was rectified (the authorization judgment, as rectified, being the "**Authorization**");

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Judgment”), first to correct an omission from the listing of Defendants’ opioid products provided on Schedule I of the Authorization Judgment and then to clarify the definition of the Class;

- F. WHEREAS the authorized Bourassa Class Action is made on behalf of the following class members:

All persons in Quebec who have been prescribed and consumed any one or more of the opioid medications identified in Schedule I attached hereto, manufactured, marketed, distributed and/or sold by the Defendants between 1996 and the present day (“**Class Period**”) and who have been diagnosed by a physician as suffering or having suffered from Opioid Use Disorder.

The Class excludes any person’s claim, or any portion thereof, in relation to the drugs OxyContin or OxyNeo, as well as in relation to opioid drugs that were solely and exclusively available for use in a hospital setting and not prescribed for use in the home.

The Class also includes the direct heirs of any deceased person who during his or her lifetime met the above description, subject to the same exclusions.

- G. WHEREAS on October 23, 2024, the Honourable Justice Lori Weitzman, J.C.A. dismissed the Defendants’ applications for leave to appeal the Authorization Judgment;
- H. WHEREAS on January 23, 2025, the Plaintiff’s Originating Application in respect of the Bourassa Class Action was notified to the Defendants and filed with the Court;
- I. WHEREAS the Plaintiff previously entered into settlement agreements with a number of Defendants which were approved by the Court (defined below) by judgment dated August 9, 2022 and a settlement approval notice was published whereby Class Members were informed that, if they wished to opt-out of the Bourassa Class Action, they had to do so by September 16, 2022 (the “**Opt-Out Deadline**”);
- J. WHEREAS said settlement approval notice provided all Class Members with the opportunity to opt-out from the Bourassa Class Action as a whole;
- K. WHEREAS, subsequently, the Plaintiff entered into a number of settlement agreements with other Defendants which confirmed the Opt-Out Deadline and



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were approved by the Court by judgments dated May 18, 2023 and September 6, 2024;

- L. WHEREAS, after settlement discussions, the Settling Defendant and the Plaintiff reached an agreement to settle the Bourassa Class Action vis-à-vis the Settling Defendant;
- M. WHEREAS the Settling Defendant has provided evidence, including evidence in the form of a sworn declaration dated August 21, 2025 from Nicholas Boorman, the Vice President, Strategy & Commercial Operations, for Apotex (the "**Boorman Affidavit**"), establishing, *inter alia*, that:
- (i) During the Class Period, Apotex manufactured, marketed, distributed and/or sold the following prescription generic opioid drugs: APO-Butorphanol, APO-Fentanyl Matrix, APO-Hydromorphone, APO-Hydromorphone CR, APO-Methadone, APO-Oxycocet, APO-Oxycodone CR, APO-Oxycodone/Acet, APO-Tramadol, and APO-Tramadol/Acet (together, the "**Opioid Products**");
 - (ii) Apotex commenced sales of its Opioid Products in Canada, including in Quebec, in 2009, with the exception of the opioid product Apo-Butorphanol which started in or around 2000;
 - (iii) During the Class Period, Apotex's opioid sales in Quebec accounted for approximately \$74 million dollars; and
 - (iv) Approximately 60% of Apotex's opioid sales were for drugs containing the active pharmaceutical ingredient tramadol.
- N. WHEREAS the Plaintiff has been provided confidential financial information regarding the Settling Defendant for the sole purpose of supporting the settlement terms and conditions and the court approval process;
- O. WHEREAS, as part of the negotiated settlement, the Settling Defendant agreed that it shall have no involvement whatsoever in the formulation or implementation of the claims and distribution process for Class Members, as well as in the approval process to determine the amount of Class Counsel Fees except as requested or required by the Court;
- P. WHEREAS the Parties wish to settle the Bourassa Class Action and, in consequence thereof, wish that a full and final release from all Released Claims



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be granted to the Released Parties, without any admission of liability by the Settling Defendant pursuant to the terms hereof;

- Q. WHEREAS the Plaintiff shall seek judgments from the Superior Court of Quebec to approve the pre-approval notice to Class Members and to schedule a settlement approval hearing (the “**Pre-Approval Order**”) and, thereafter, to approve the Settlement Agreement (the “**Settlement Approval Order**”);

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

I. DEFINITIONS

1. The following terms are defined for the purposes of this Settlement Agreement only, including the Recitals:
 - (a) “**Bourassa Class Action**” means all proceedings related to the present instance, whether at the pre-authorization stage, the post-authorization stage as the case may be or at any other stage and as all such proceedings may be amended or modified from time to time in file bearing number 500-06-001004-197 of the archives of the Superior Court of Quebec for the judicial district of Montreal, and includes any appeal proceedings relating to same;
 - (b) “**Class Counsel**” refers to the law firms Fishman Flanz Meland Paquin LLP and Trudel Johnston & Lespérance;
 - (c) “**Class Counsel Fees**” means the fees of Class Counsel and any applicable taxes or charges thereon, including any amounts payable as a result of the Settlement Agreement by Class Counsel or Class Members to any body or person;
 - (d) “**Class Member**” means a member of the Class who did not exercise his or her right to opt-out of the Bourassa Class Action in accordance with article 580 of the *Code of Civil Procedure of Quebec* (“**C.C.P.**”);
 - (e) “**Class Period**” refers to the period between 1996 and the present day and, should the end date of the Class Period be extended to any future date by or with the authorization of the Court at any time and by any means during the course of the present instance, including in any future settlement agreement with any or all of the Non-Settling Defendants or in a final judgment of a Court, and notwithstanding that this new end date is determined after the date of this Settlement Agreement or its approval by the Court, then for the purposes of this Settlement Agreement the Class Period shall *ipso facto* refer to the period

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between 1996 and to the present day without the need of any additional agreement between the Parties herein or any additional order of the Court;

- (f) **"Court"** means the Superior Court of Quebec or, as the case may be, the Court of Appeal of Quebec or the Supreme Court of Canada in case a judgment of the Superior Court of Quebec in this Bourassa Class Action is brought on appeal;
- (g) **"Date of Execution"** means the date on the cover page hereof as of which the Parties have executed this Settlement Agreement;
- (h) **"Non-Settling Defendants"** means all the Defendants named in the Bourassa Class Action Application, as it may be amended from time to time, excluding the Settling Defendant and any other Defendants who have entered into a settlement agreement with the Plaintiff which has been approved by the Court;
- (i) **"Notice Plan"** means the modalities more fully set out below for notifying and publishing the Pre-Approval Notice and the Settlement Approval Notice, as approved by the Court in the Pre-Approval Order and the Settlement Approval Order;
- (j) **"Objection"** means an objection to the Settlement Agreement by a Class Member made in the manner and within the time frame specified by the Court, or if none is specified by the Court, by applicable legislation in accordance with article 590 C.C.P. and based on the terms and conditions proposed in paragraphs 11 and 12 of this Settlement Agreement;
- (k) **"Party"** or **"Settling Party"** means either the Plaintiff or the Settling Defendant and **"Parties"** or **"Settling Parties"** means, collectively, the Plaintiff, all Class Members who did not opt out by the Opt-Out Deadline, and the Settling Defendant;
- (l) **"Pre-Approval Application"** means the *Application for Approval of the Notice to Class Members*, asking the Court to issue the Pre-Approval Order as provided in paragraph 8 below;
- (m) **"Pre-Approval Notice"** means the *Notice of Settlement of a Class Action and Settlement Approval Hearing* in both English and French, whose form and content are substantially in conformity with **Schedule B** hereto and approved by the Court in the Pre-Approval Order;

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- (n) **"Pre-Approval Order"** means the judgment of the Court, whose form and content are substantially in conformity with **Schedule A** hereto approving the Pre-Approval Notice;
- (o) **"Released Claims"** means the claims that were raised or reasonably could have been raised by the Class Members in the Bourassa Class Action, including any and all claims, obligations, actions, or causes of action, whether in law, statute or in equity, and whether known or unknown, present or contingent, suspected or unsuspected, or asserted or unasserted for any injury, damage or loss whatsoever which the Releasing Parties may now or hereafter have, own, or claim to have against the Released Parties relating to or arising from any or all of the facts, events, circumstances, acts, omissions, conduct, statements and/or allegations of wrongdoing of whatever kind that occurred or are alleged to have occurred during the Class Period, including without limitation any allegation of misrepresentation or failure to warn of any risks, side effects or adverse reactions related to or that may result from using any Apotex opioid product including any of the Opioid Products, whether or not concealed or hidden and without regard to the subsequent discovery or existence of different or additional facts;
- (p) **"Released Parties"** or **"Releasees"** means the Settling Defendant and its past and present parent companies, affiliates and subsidiaries, and all of their respective predecessors, successors, assigns, insurers, officers, directors, employees, agents, mandataries, representatives, independent contractors, suppliers, insurers, principals, owners and shareholders. For greater certainty, Released Parties (or Releasees) does not include Non-Settling Defendants;
- (q) **"Releasing Parties"** means the Plaintiff and any Class Member, and each of those individuals' successors, predecessors, beneficiaries, executors, trustees, administrators, subrogees, agents, representatives, insurers, partners, heirs, and assigns;
- (r) **"Settlement Agreement"** or **"Apotex Settlement Agreement"** means this agreement and all of its Schedules;
- (s) **"Settlement Amount"** means an all-inclusive lump sum payment of CDN \$2,125,000.00 (two million one hundred and twenty-five thousand Canadian dollars), subject to the possibility of an additional payment for the Pre-Approval Notice contemplated by the provisions of paragraph 21 below;



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- (t) **"Settlement Approval Application"** means the application seeking a judgment from the Superior Court of Quebec approving the Settlement Agreement and approving the Notice to Class Members;
- (u) **"Settlement Approval Hearing"** means the hearing by the Court to determine whether this Settlement is fair and reasonable, and to approve the Apotex Settlement Agreement;
- (v) **"Settlement Approval Notice"** means the notice in both English and French informing the Class Members of the Settlement Approval Order and of the formalities to be fulfilled, whose form and content are substantially in conformity with **Schedule D** hereto;
- (w) **"Settlement Approval Order"** means the judgment of the Superior Court of Quebec approving this Settlement Agreement and the Settlement Approval Notice, whose form and content are substantially in conformity with **Schedule C** hereto;
- (x) **"Settling Defendant Counsel"** means the law firm Goodmans LLP;

II. RECITALS AND DEFINITIONS

2. The Recitals and Definitions form an integral part of this Settlement Agreement.

III. NULLITY OF SETTLEMENT AGREEMENT

3. If this Settlement Agreement is not approved by the Court and cannot be amended in any way that satisfies the Parties and the Court as set out herein, then this Settlement Agreement will become null and void, with the exception of paragraphs 33 and 34 hereof, and will not generate any other rights or obligations for the Settling Parties, who will be restored to their respective positions in the Bourassa Class Action before the Settlement Agreement was executed.
4. This Settlement Agreement is in no way conditional upon the approval of any Class Counsel Fees by the Court.

IV. NO ADMISSION OF LIABILITY

5. The Settling Defendant specifically denies the material factual allegations and legal claims asserted in the Bourassa Class Action Application, including any and all charges of wrongdoing or liability arising out of the conduct, statements, acts or omissions alleged therein. Neither the Settlement Agreement nor anything contained



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herein shall be interpreted in any manner whatsoever as a concession or admission of wrongdoing or liability by the Settling Defendant, in whole or in part.

6. Nonetheless, the Settling Defendant has concluded that further conduct of the Bourassa Class Action and associated delays, disruption and expenses would be disproportionate with the amount of the claims at issue and that it is desirable that the Bourassa Class Action, as between the Settling Defendant and all Class Members, be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

V. SETTLEMENT APPROVAL PROCESS

7. The Settling Parties agree to cooperate and to use their best efforts to give effect to and to implement this Settlement Agreement, and to obtain the Settlement Approval Order and a discontinuance of the Bourassa Class Action as against the Releasees, without costs.

A. Pre-Approval Application

8. As soon as is reasonably possible following the Date of Execution, the Plaintiff shall file and present the Pre-Approval Application in order to ask the Court to issue the Pre-Approval Order:
 - (a) approving the form and content of the Pre-Approval Notice;
 - (b) authorizing the Plaintiff to notify and publish the Pre-Approval Notice to the Class Members according to the provisions of paragraph 9 below;
 - (c) scheduling the presentation of the Settlement Approval Application at the date, time and place to be determined by the Court; and
 - (d) declaring that the Class Members who wish to object to the Court approval of the Settlement Agreement must do so at least 5 days before the Settlement Approval Hearing.

B. Pre-Approval Notice

9. Within 10 days of the date of issuance of the Pre-Approval Order, or on the date fixed by the Court in that regard, Class Counsel shall post the Pre-Approval Notice in both English and French on its Facebook page and website for a period of at least 30 days, as well as in the online registry of class actions offered by the Superior Court of Quebec, and will email the content of the Pre-Approval Notice in both English and



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French to each person who has registered on Class Counsel's website to receive information regarding the Bourassa Class Action.

10. The Pre-Approval Notice will inform Class Members of the principal elements of this Settlement Agreement, the process by which they may object to the Court approval of the Settlement Agreement and the date and location of the Settlement Approval Hearing, the form and content of the Pre-Approval Notice being included as Schedule B hereto.

C. Objections to the Settlement Agreement

11. The Class Members who so wish may raise an Objection before the Court at the Settlement Approval Hearing. The Class Members who wish to raise an Objection are required to inform Class Counsel in writing of the reasons for their Objection at the latest 5 days prior to the date set by the Court for the Settlement Approval Hearing, by communicating a document containing the Court docket number of the Bourassa Class Action # 500-06-001004-197, the name and contact information, including email address, of the Class Member who is raising an Objection, an affirmation that the Class Member is part of the Bourassa Class Action, a brief description of the reasons for the Class Member's Objection and the Class Member's signature.
12. Within 5 business days of receiving any Objection(s), Class Counsel shall provide the Settling Defendant Counsel with a copy of the said Objection(s). All Objections will be provided by Class Counsel to the Judge who will preside over the Settlement Approval Hearing as Exhibits in support of the Settlement Approval Application.

D. Settlement Approval Application

13. At the Settlement Approval Hearing, the Plaintiff will present the Settlement Approval Application and request that the Court grant the Settlement Approval Order according to the draft order attached as Schedule C hereto:
 - (a) declaring that this Settlement Agreement is fair, reasonable and in the best interests of the Class Members;
 - (b) approving this Settlement Agreement and ordering the Parties and the Class Members to comply with it;
 - (c) approving the payment of the Settlement Amount as set forth in paragraphs 18 to 23 of this Settlement Agreement;



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- (d) declaring that, unless the Apotex Settlement Agreement is terminated in accordance with the provisions of paragraph 3 herein, the Releasing Parties, upon the present Settlement Approval Order becoming final, will be deemed to have, and by operation of the Settlement Approval Order will have fully, finally, and forever released, relinquished and discharged the Released Parties from all Released Claims, as those terms are defined in the Settlement Agreement, for all legal intents and purposes whatsoever;
- (e) approving the waiver and renunciation of solidarity by the Plaintiff and Class Members as set forth in paragraphs 16 and 17 of this Settlement Agreement;
- (f) declaring that the Bourassa Class Action against the Settling Defendant is settled out-of-Court;
- (g) approving a discontinuance without costs (including any previously accrued or awarded costs) of the Bourassa Class Action against the Released Parties;
- (h) declaring that the Class members who have not already opted out by the Opt-Out Deadline are bound by the Settlement Approval Order and the Settlement Agreement as well as any other Judgements that would be rendered in connection with the Bourassa Class Action;
- (i) approving the form and content of the Settlement Approval Notice included as Schedule D hereto;
- (j) ordering Class Counsel, within 10 days of the date of the Settlement Approval Order, or within such other time as may be fixed by the Court, to post the Settlement Approval Notice in both English and French on its Facebook page and website for a period of at least 90 days, as well as in the online registry of class actions offered by the Superior Court of Quebec, and to email the said Settlement Approval Notice in both English and French to each person who has registered on Class Counsel's website to receive information regarding the Bourassa Class Action; and
- (k) ordering any other measure the Court should deem required to facilitate the approval, implementation or administration of this Settlement Agreement.

VI. RELEASES

14. Unless this Settlement Agreement is terminated in accordance with the provisions of paragraph 3 above, the Releasing Parties, upon the Settlement Approval Order becoming final, will be deemed to have and by operation of the Settlement Approval Order will have fully, finally, and forever released, relinquished, and discharged the Released Parties from all Released Claims, for all legal intents and purposes whatsoever.
15. The Releasing Parties will be barred and prohibited from instituting, continuing, maintaining, asserting or participating in, either directly or indirectly, on the basis of the same allegations of wrongdoings as those raised or that could have been raised in the Bourassa Class Action, anywhere in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any Released Claims in any action (including, without limitation, Ontario Superior Court File No. CV-19-00620048-00CP – *Gebien et al. v. Apotex Inc. et al.*), suit, cause of action, claim or demand against the Released Parties or any other person, corporation or legal entity who may claim contribution or indemnity, or other claims of relief over from and against the Released Parties in respect of any matter related to the Released Claims. For greater certainty, the Releases do not apply or extend to the Non-Settling Defendants.

VII. WAIVER AND RENUNCIATION OF SOLIDARITY ORDER

16. As part of the Settlement Approval Order, Class Counsel shall seek a waiver and renunciation of solidarity from the Court providing for the following:
- (a) the Plaintiff and the Class Members expressly waive and renounce the benefit of solidarity against the Non-Settling Defendants with respect to the facts, deeds or other conduct of the Releasees, and the Non-Settling Defendants are thereby released with respect to the proportionate liability of the Releasees proven at trial or otherwise, if any;
 - (b) the Plaintiff and the Class Members shall henceforth only be able to claim and recover damages, including punitive damages, interest, additional indemnity, fees and costs attributable to the conduct of the Non-Settling Defendants, and/or other applicable measure of proportionate liability of the Non-Settling Defendants;
 - (c) any claims in warranty or any other claim or joinder of parties to obtain any contribution or indemnity from the Released Parties or relating to the



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Released Claims shall be inadmissible and void in the context of the present Bourassa Class Action; and

- (d) this Court shall have full authority to determine the proportionate liability of the Releasees at the trial, or other disposition of the proceedings, whether or not the Releasees appear at the trial or other disposition, and the proportionate liability shall be determined as if the Releasees are parties to the proceedings.

17. The Parties acknowledge that the waiver and renunciation of solidarity shall be considered an essential term of the Settlement Agreement, and the failure of the Court to approve the order contemplated herein shall render the Agreement null and void as set out in paragraph 3 above.

VIII. PAYMENT OF SETTLEMENT AMOUNT

18. Within 30 days of the execution of this Settlement Agreement, the Settling Defendant, directly or through Settling Defendant Counsel, shall pay the Settlement Amount by deposit into Class Counsel's trust account (the "**Trust Account**").
19. Payment of the Settlement Amount shall be made by wire transfer by the Settling Defendant or its counsel. Prior to the Settlement Amount becoming due, Class Counsel will provide to Settling Defendant Counsel, in writing, the following information necessary to complete the wire transfers: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.
20. The Settlement Amount shall be provided in full satisfaction of the Released Claims against the Releasees.
21. The Settlement Amount shall constitute the full, complete and final amount payable by the Settling Defendant under this Settlement Agreement, in capital, interest, additional indemnity, fees and costs of all kinds. The Settling Defendant shall not be liable to pay any amount other than the Settlement Amount under this Settlement Agreement, including without limitation any costs or fees to the Plaintiff, the Class Members or Class Counsel, except only that, if the Court orders that the Pre-Approval Notice must be notified and published to the Class Members by a method other than or in addition to the method contemplated in paragraphs 9 and 10 above, the Parties will share equally the cost of providing the Pre-Approval Notice by such alternate or additional method.

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22. Class Counsel shall maintain the Trust Account as provided for in this Settlement Agreement and shall not pay out all or any part of the monies in the Trust Account, except in accordance with an order of the Court.
23. If the Settlement Agreement is not approved by the Court or is otherwise terminated in accordance with its terms, the Settlement Amount and all interest thereon shall be returned to the Settling Defendant no more than 15 business days later.

IX. NO INVOLVEMENT IN CLAIMS ADMINISTRATION PROCESS OR IN CLASS COUNSEL'S FEES APPROVAL PROCESS

24. Apotex will have no involvement whatsoever in the formulation and/or implementation of the claims and distribution process affecting Class Members.
25. Similarly, Apotex will not be a party to the motion concerning Class Counsel Fees nor will it have any standing on the motion despite being given notice of it, it will have no involvement in the approval process to determine the amount of Class Counsel Fees and it will not take any position or make any submissions to the Court concerning Class Counsel Fees, except as requested or required by the Court.

X. TAXES AND INTEREST

26. Except as hereinafter provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Class Members and shall become and remain part of the Trust Account.
27. Subject to paragraph 26, all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be the responsibility of the settling class. Class Counsel shall be solely responsible to fulfil all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.
28. The Settling Defendant shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned on the Settlement Amount or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is terminated, in which case the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid to the Settling

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Defendant who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel.

XI. FURTHER LAWSUITS AND NON-DISPARAGEMENT

29. The Plaintiff and Class Counsel agree that they will not institute any further lawsuits against the Released Parties in any way related to or arising from the development, manufacture, license, marketing or sale of the Opioid Products in any manner and at any time whatsoever.
30. The Parties agree that neither Party shall, directly or indirectly, disparage or make any statements, whether written or oral, or commit any acts that are critical of, derogatory to, or otherwise present in a negative light, the other Party, the Releasing Parties or the Released Parties.

XII. NO PRESS RELEASE

31. There will be no press release unless agreed to by the Parties. The Parties will not solicit or conduct any media or any interviews concerning the Settlement Agreement. However, the Parties may share the Settlement Approval Order Notice in connection with any unsolicited media request.

XIII. SETTLEMENT AGREEMENT

32. The Parties intend the Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Class Action. The Parties agree that the consideration provided to the Class Members and the other terms of the Settlement Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

XIV. NOT ADMISSIBLE AS EVIDENCE

33. Neither the Settlement Agreement, nor anything contained herein or attached hereto, nor any of the negotiations (through mediation or otherwise) or proceedings connected with it, nor any related document, nor any other action taken to carry out the Settlement Agreement shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, regulatory or administrative action or proceeding against the Released Parties in any jurisdiction.



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34. Notwithstanding the above, the Settlement Agreement may be referred to or offered as evidence in a proceeding to approve or enforce the Settlement Agreement, to defend against the assertion of Released Claims, and as otherwise required by law.

XV. NOTIFICATIONS

35. Any notification, request, instruction or other document to be given by one Party to the other (other than class-wide notification) shall be in writing (including email) and transmitted to:

(a) If to the Plaintiff:

c/o Me Mark Meland
Fishman Flanz Meland Paquin LLP
 Place du Canada
 1010 de la Gauchetière West, Suite 1600
 Montreal, Quebec H3B 2N2
 Email: hbouthillette@ffmp.ca

c/o Me André Lespérance
Trudel Johnston & Lespérance
 750 Côte de la Place d'Armes, Suite 90
 Montreal, Quebec H2Y 2X8
 Email: andre@tjl.quebec

(b) If to the Settling Defendant:

c/o Harry Radomski
Goodmans LLP
 Counsel for Apotex
 Bay Adelaide Centre - West Tower
 333 Bay Street, Suite 3400
 Toronto, ON M5H 2S7
 Email: hradomski@goodmans.ca

XVI. JURISDICTION AND GOVERNING LAW

36. The Superior Court of Quebec will retain jurisdiction with respect to the implementation and enforcement of the terms of this Settlement Agreement and all Parties hereto submit to the jurisdiction of the Court for such purposes.

37. This Settlement Agreement is a transaction pursuant to articles 2631 and following of the *Civil Code of Quebec* and will be construed and enforced in accordance with and governed by the laws applicable in the Province of Quebec.

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XVII. MISCELLANEOUS

38. The plural of any defined term in this Settlement Agreement includes the singular and the singular includes the plural, as the case may be.
39. Any reference to any Court proceedings herein, including without limitation the Bourassa Class Action and the Class Action Application, includes any such proceedings as they may be amended or modified from time to time as well as any and all Schedules, Appendixes, Annexes, Exhibits and other proceedings or documents related to same.
40. All of the Schedules to this Settlement Agreement are material and integral parts hereof and are fully incorporated by this reference.
41. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties.
42. This Settlement Agreement and its Schedules constitute the entire agreement among the Parties and supersedes prior exchanges, oral or in writing, between the Settling Parties and their counsel.
43. Each counsel or other person executing this Settlement Agreement or any of its Schedules on behalf of any Settling Party hereby warrants that such counsel or person has the full authority to do so.
44. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. A complete set of original counterparts will be filed with the Court. This Settlement Agreement may also be signed by technological means using appropriate software such as DocuSign® or other similar software. Such technological signature will have the same validity as a handwritten signature and the counterpart of this Settlement Agreement bearing such technological signature will constitute a true and valid original for all legal intents and purposes whatsoever.
45. The Parties hereby acknowledge that they requested that this Settlement Agreement, its Schedules and all related documents be drawn in English. *Les Parties reconnaissent avoir exigé que la présente Entente de Règlement, ses annexes et tous les documents y afférents soient rédigés en langue anglaise.*
46. A French translation of the Settlement Agreement has been prepared and is attached as **Schedule E** hereto for the convenience of French speaking Class Members. In the event of a conflict between the English text and the French translation of the



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Settlement Agreement, the English text will prevail. *Une traduction française de l'Entente de Règlement a été préparée et est jointe comme Annexe E aux présentes pour la commodité des Membres du Groupe de langue française. En cas de conflit entre le texte anglais et la traduction française de l'Entente de Règlement, le texte anglais prévaudra.*

EXECUTED IN COUNTERPARTS AS OF THE DATE OF EXECUTION:

Jean-François Bourassa
Personally and on behalf of the Class
Members

Signed by:

78DAB0C45C72493...

Francesco Tallarico, Chief Legal Officer,
on behalf of Apotex Inc.



**SCHEDULES TO
THE APOTEX SETTLEMENT AGREEMENT**

SCHEDULE A: Pre-Approval Order

SCHEDULE B: Pre-Approval Notice in English and French

SCHEDULE C: Settlement Approval Order

SCHEDULE D: Settlement Approval Notice in English and French

SCHEDULE E: French translation of the Apotex Settlement Agreement

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a first name followed by a last name.