

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 May 10, 2025

Between the Plaintiff and Pfizer Canada ULC

RECITALS

- A. WHEREAS on May 23, 2019, an *Application for Authorization to Institute a Class Action and to Obtain the Status of Representative* (the “**Initial Application**”) was filed in the Superior Court of Quebec in this matter, which said Initial Application was subsequently amended with the Court’s authorization;
- B. WHEREAS on April 10, 2024, the Honourable Justice Gary D.D. Morrison, J.S.C. authorized the class action against the Defendants and appointed Jean-François Bourassa as Representative Plaintiff (the “**Plaintiff**”);
- C. WHEREAS on April 18, 2024 the authorization judgment was rectified to correct an omission from the listing of Defendants’ opioid products provided on Schedule I of the authorization judgment (the authorization judgment, as rectified, being the “**Authorization Judgment**”);
- D. WHEREAS the authorized 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 whose claim, or any portion thereof, is 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.

- E. WHEREAS on February 14, 2025, the Plaintiff requested that Justice Morrison rectify the drafting of the second paragraph of the class definition; however, to date, no decision has been taken by the Court and, in any event, this matter will not have any effect with regard to the settlement entered into with Pfizer Canada ULC (hereinafter, “**Pfizer Canada**” or “**Settling Defendant**”);
- F. WHEREAS the Plaintiff also alleges, *inter alia*, that the Defendants failed to warn of risks associated with their opioid products and made misrepresentations regarding the safety and efficacy of opioid products;
- 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 was notified to the Defendants and filed with the Court;
- I. WHEREAS the Settling Defendant is one of the Defendants identified in the Authorization Judgment, and WHEREAS the Plaintiff alleges that the Settling Defendant manufactured, marketed, distributed and/or sold opioids in the Province of Quebec during the Class Period;
- J. 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 Class Action they had to do so by September 16, 2022 (the “**Opt-Out Deadline**”);
- K. WHEREAS, said settlement approval notice provided all Class Members with the opportunity to opt-out from the Class Action as a whole;

- L. WHEREAS, subsequently, the Plaintiff entered into a number of settlement agreements with other Defendants which confirmed the Opt-Out Deadline and were approved by the Court by judgments dated May 18, 2023 and September 6, 2024;
- M. WHEREAS Pfizer Canada and the Plaintiff entered into negotiations for the purpose of settling the on-going litigation and have reached an agreement in principle to settle the above-captioned matter as was confirmed in a letter to this Court sent by email on January 21, 2025;
- N. WHEREAS the Plaintiff has obtained evidence to the effect that:
- i) Pfizer Canada or its corporate predecessor Pfizer Canada Inc. is a British Columbia corporation which acquired various Canadian corporations that manufactured, marketed, distributed and/or sold (*inter alia*) opioid drugs;
 - ii) Hospira Healthcare Corporation ("**Hospira**") was a Canadian corporation that amalgamated with Pfizer Canada in 2015 and was dissolved in 2018;
 - iii) Mayne Pharma (Canada) Inc., also known as Faulding (Canada) Inc., was a Canadian corporation that amalgamated with Hospira in 2007;
 - i) Wyeth Canada Inc. was a Canadian corporation that (along with various related entities) amalgamated with Pfizer Canada in August 2010;
- O. WHEREAS the Settling Defendant has provided evidence, including evidence in the form of a sworn declaration dated May 10, 2025 from Lorella Garofalo, Pfizer Canada's Head of Regulatory Sciences (the "**Garofalo Affidavit**"), establishing, *inter alia*, that:
- i) During a portion of the Class Period, the Settling Defendant directly, or through the Canadian corporations it had acquired, sold medications containing the active pharmaceutical ingredient codeine in the Province of Quebec, namely, Robaxisal C ¼ and Robaxisal C ½ (together with "Robaxisal with Codeine", the "**Robaxisal Products**");
 - ii) For a short period Robaxisal C ¼ was sold in Canada under the name "Robaxisal with Codeine", however, there are no records showing sales in Quebec of Robaxisal with Codeine;

- iii) The Settling Defendant acquired the marketing rights to the Robaxisal Products through its acquisition of Wyeth Canada Inc. in 2010;
 - iv) The Settling Defendant sold the marketing rights to the Robaxisal Products to a joint venture in which it held a minority interest in August 2019 and thereafter sold this minority interest in July 2022;
 - v) Pfizer Canada only has access to limited historical sales data relating to the Robaxisal Products;
 - vi) Based on this limited information and its good faith inquiries, Pfizer Canada has determined that its sales of the Robaxisal Products in Quebec during the Class Period were modest and not material to its business;
 - vii) The available sales information, provided to Class Counsel on a confidential basis, indicates that the total sales of Robaxisal C $\frac{1}{4}$ (including Robaxisal with Codeine) and C $\frac{1}{2}$ in Quebec between 2010 and July 2019 were approximately between \$257,292 and \$391,336 (i.e., less than 2.2% of Pfizer Canada's national sales of these products) and were insignificant to Pfizer's business; and
 - viii) Since at least 2016, the Product Monographs for the Robaxisal Products have included a Serious Warnings and Precautions Box that warns health care professionals and consumers that these Robaxisal Products pose risks of opioid addiction, abuse, and misuse, which can lead to overdose and death even at recommended doses;
- P. WHEREAS the Garofalo Affidavit states that Health Canada considers both of the Robaxisal Products as "old drugs" that have been sold in Canada for a specified use for sufficient time and in sufficient quantity to establish in Canada their safety and effectiveness for that use and the Plaintiff acknowledges this statement without any admission as to its accuracy;
- Q. WHEREAS on the basis of the Garofalo Affidavit and the other evidence obtained by Plaintiff, Plaintiff has determined that the market share of the Robaxisal Products in Quebec to be below 0.02% and, given this determination, as well as other considerations, the Plaintiff believes that the settlement of the Class Action as against the Settling Defendant is in the best interests of the Class Members;

- R. WHEREAS the Parties wish to settle this Class Action and in consequence thereof, wish that a full and final release from all Released Claims be granted to the Released Parties, without any admission of liability by the Settling Defendant pursuant to the terms hereof;
- S. 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) “**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 Trudel Johnston & Lespérance and Fishman Flanz Meland Paquin LLP;
 - (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 that did not exercise his or her right to opt-out of the 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 between 1996 and the said new end date 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 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 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 Subsection V-C 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;
- (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 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 of the Robaxisal Products, whether or not concealed or hidden and without regard to the subsequent discovery or existence of different or additional facts, including, but not in any sense limited to, all claims, obligations, actions or causes of action that were or could have been asserted in the Class Action for any reason;
- (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;
- (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) **“Pfizer Settlement Agreement”** or **“Settlement Agreement”** means this agreement and all of its Schedules;

- (s) **“Settlement Amount”** means an all-inclusive lump sum payment of CDN \$375,000 (three hundred and seventy-five thousand Canadian dollars);
- (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 Pfizer 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 Torys 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 Section XIII hereof, and will not generate any other rights or obligations for the Settling Parties, who will be restored to their respective positions in the 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 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 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 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 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 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 French to each person who has registered on Class Counsel's website to receive information regarding the 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 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 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 Section VIII of this Settlement Agreement;
- (d) declaring that, unless the Pfizer Settlement Agreement is terminated in accordance with the provisions of paragraph 14 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 Section VII of this Settlement Agreement;
- (f) declaring that the 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 Class Action against the Released Parties;
- (h) approving the form and content of the Settlement Approval Notice included as Schedule D hereto;
- (i) 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 Class Action; and
- (j) 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.

VII. WAIVER AND RENUNCIATION OF SOLIDARITY ORDER

15. 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 Released Claims shall be inadmissible and void in the context of the present 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.
16. 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 Section III above.

VIII. PAYMENT OF SETTLEMENT AMOUNT

17. 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**").

18. 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.
19. The Settlement Amount shall be provided in full satisfaction of the Released Claims against the Releasees.
20. The Settlement Amount shall constitute the full, complete and final amount payable by the Released 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 Subsection V-B above, the Parties will share equally the cost of providing the Pre-Approval Notice by such alternate or additional method.
21. 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.
22. 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. TAXES AND INTEREST

23. 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.
24. Subject to paragraph 23, 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.

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

X. FURTHER LAWSUITS AND NON-DISPARAGEMENT

26. 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 Robaxisal Products in any manner and at any time whatsoever.
27. 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.

XI. NO PRESS RELEASE

28. 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.

XII. NEGOTIATED AGREEMENT

29. 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.

XIII. NOT ADMISSIBLE AS EVIDENCE

30. Neither the Settlement Agreement, nor anything contained herein or attached hereto, nor any of the negotiations 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.
31. 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.

XIV. NOTIFICATIONS

32. 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 Mtre. 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 Mtre. 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 William McNamara

Torys LLP

1 Place Ville Marie, Suite 2880

Montréal, Quebec H3B 4R4

Email: wmcnamara@torys.com

XV. JURISDICTION AND GOVERNING LAW

33. 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.
34. 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.

XVI. MISCELLANEOUS


35. The plural of any defined term in this Settlement Agreement includes the singular and the singular includes the plural, as the case may be.
36. Any reference to any Court proceedings herein, including without limitation the 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.
37. All of the Schedules to this Settlement Agreement are material and integral parts hereof and are fully incorporated by this reference.
38. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties.
39. 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.
40. 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.
41. 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.

42. 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.*
43. 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 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



William McNamara
on behalf of
Pfizer Canada ULC

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EXECUTED IN COUNTERPARTS AS OF THE DATE OF EXECUTION:



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



William McNamara
on behalf of
Pfizer Canada ULC

**SCHEDULES TO
THE PFIZER 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 Settlement Agreement