

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No.: 500-06-001004-197

SUPERIOR COURT
(CLASS ACTIONS CHAMBER)**JEAN-FRANÇOIS BOURASSA**

Plaintiff


v.

ABBOTT LABORATORIES, CO. et al.

Defendants

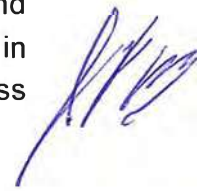
SETTLEMENT AGREEMENT
Made as of August 11, 2025**Between the Plaintiff and Purdue Frederick Inc. and Purdue Pharma**

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 Purdue Frederick Inc. and Purdue Pharma (collectively hereinafter, the "**Settling Defendant**"), for their role in manufacturing, selling, marketing or distributing opioid products;
- C. WHEREAS the Bourassa Class Action alleges, *inter alia*, that the Defendants, including the Settling Defendant, 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 on October 23, 2024, the Honourable Justice Lori Weitzman, J.C.A. dismissed the Defendants’ applications for leave to appeal the Authorization Judgment;
- G. 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;
- H. 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**”);
- I. WHEREAS, said settlement approval notice provided all Class Members with the opportunity to opt-out from the Bourassa Class Action as a whole;
- J. 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;
- K. WHEREAS, the Settling Defendant and the Plaintiff engaged in a mediation process to resolve claims against the Settling Defendant;
- L. WHEREAS the Settling Defendant has provided information about its planned defences as well as evidence to Class Counsel regarding: (i) the opioid products that the Settling Defendant manufactured, marketed, distributed and/or sold in Quebec from 1996 to present; (ii) the Settling Defendant’s promotional activities in Quebec in connection with opioid products; (iii) the Settling Defendant’s market share in Quebec (being between approximately 20% and 25%); and (iv) the Settling Defendant’s main opioid products in Quebec, and has agreed to provide an affidavit disclosing certain of this information in support of the Settlement Approval Hearing in a form satisfactory to Class Counsel and counsel for the Settling Defendant.



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- M. WHEREAS the Plaintiff has been provided some confidential financial information regarding the Settling Defendant for the sole and limited purpose of supporting the settlement terms and conditions and the court approval process;
- N. WHEREAS on the basis of the information obtained by the Plaintiff and Class Counsel's assessment of the case, taking into account the defences that the Settling Defendant intended to advance, the Plaintiff believes that the settlement of the Bourassa Class Action as against the Settling Defendant is in the best interests of the Class Members;
- O. WHEREAS the Settling Defendant believes that it and the Releasees are not liable in respect to the Class Members, and believes that each of them has good and valid defences to liability in respect of the claims advanced or which could be advanced by the Plaintiff and the Class Members, it has negotiated and entered into this Settlement Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation by settling all outstanding claims by individuals in Quebec against the Releasees;
- P. WHEREAS as part of the negotiated settlement, the Settling Defendant agreed that it shall have no involvement in the formulation or implementation of the claims and distribution process for Class Members;
- Q. WHEREAS the settlement achieved resulted from a robust arm's length mediation process spanning a number of years during which time many critical issues were considered, discussed and negotiated by the parties, the whole as reported by the mediator in his mediation report dated July 23, 2025;
- R. WHEREAS the Parties wish to settle this Bourassa 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) **“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 all such proceedings as 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 natural or juristic 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) **“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;
 - (f) **“Date of Execution”** means the date on the cover page hereof as of which the Parties have executed this Settlement Agreement;
 - (g) **“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;



- (h) **"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;
- (i) **"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;
- (j) **"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;
- (k) **"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;
- (l) **"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;
- (m) **"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;
- (n) **"Released Claims"** means any and all claims, obligations, demands, actions or causes of action, whether in law, statute, in equity or otherwise, whether known or unknown, foreseeable or unforeseeable, present or contingent, suspected or unsuspected, or asserted or unasserted, for any and all injuries, damages, harms, wrongs or losses whatsoever, regardless of the legal or factual theory or basis, existing in the past, now or which may exist in the future, 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 in any way connected with, related to, or associated with, with the Settling Defendant's opioid products, including

without limitation any allegations in any way arising out of or relating directly or indirectly to any of the allegations made or that could have been made or may be made in the Bourassa Class Action, including and without limitation, claims that relate to the manufacture, supply, distribution, prescription, dispensing, sale, payment, purchase, use, ingestion, clinical trials and investigation, administration, regulatory approval, regulatory compliance, promotion, research, design, development, formulation, marketing, advertising or labelling of any of the Settling Defendant's opioid products inclusive of misrepresentation or failure to warn of any risk, side effect or adverse event relating to, arising from or in any way resulting from use of opioids, whether known or unknown, without regard to the subsequent discovery or existence of different or additional facts or outcomes, including, but not in any sense limited to, all claims, obligations, demands, actions or causes of action that were or could have been or may become asserted in the Bourassa Class Action for any reason. For greater certainty, the Released Claims include, without limitation, all claims of any kind related thereto, whether for disgorgement, losses, harms, equitable or other compensation, or damages, whether under legislation, Québec civil law, in equity, or under customary law, and remedies of whatever kind or character, including and without limitation, compensatory, declaratory, common law, customary law, equitable, punitive, aggravated, exemplary, statutory and/or multiple damages, known or unknown, past, present or future, foreseeable or not, that were ever, are now, or may in the future be recognized by law.

- (o) “**Released Parties**” or “**Releasees**” means, jointly and severally, individually and collectively, the Settling Defendant and Purdue Pharma Inc., as well as their respective predecessors and successors, parents, affiliates, subsidiaries, associated companies, divisions, general and limited partners, and all of their respective current and former shareholders, trusts, trustees, foundations, assigns, insurers, officers, directors, employees, agents, lawyers, attorneys, mandataries, representatives, independent contractors, consultants, suppliers, distributors, insurers, principals, owners, and partners, including but not limited to any person, firm, trust, partnership, corporation, company or other entity or combination thereof, which directly or indirectly: (i) controls; (ii) is controlled by; or (iii) is under common control with the Settling Defendant or Purdue Pharma Inc. The terms “control” and “controlled” mean ownership of fifty percent or more, including ownership by one or more trusts with substantially the same beneficial interests, of the voting

and equity rights of such person, firm, trust, partnership, corporation, company or other entity or combination thereof or the power to direct the management of such person, firm, trust, partnership, corporation, company or other entity or combination thereof. For certainty and without limitation, Releasees include John Stewart, Craig Landau, and the Sackler Family Members¹. For greater certainty, the Released Parties (or Releasees) do not include any of the Non-Settling Defendants;

- (p) **"Releasing Parties"** means the Plaintiff, any Class Member and their counsel, and each of those individuals' successors, predecessors, beneficiaries, executors, trustees, administrators, subrogees, agents, representatives, insurers, partners, heirs, and assigns;
- (q) **"Settlement Agreement"** means this agreement and all of its Schedules;
- (r) **"Settlement Amount"** means an all-inclusive lump sum payment of CDN \$23,500,000.00 (twenty-three million and five hundred thousand Canadian dollars);
- (s) **"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;
- (t) **"Settlement Approval Hearing"** means the hearing by the Court to determine whether this Settlement is fair and reasonable, and to approve the Settlement Agreement;
- (u) **"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;
- (v) **"Settlement Approval Order"** means the judgment of the Superior Court of Quebec approving this Settlement Agreement and the Settlement

¹ **"Sackler Family Members"** means: (i) the deceased Raymond R. Sackler and Mortimer D. Sackler; (ii) all Persons who are descendants to the remotest degree of either Raymond R. Sackler or Mortimer D. Sackler; (iii) all current, former and future spouses of any individual identified in the foregoing clauses (i) and (ii); (iv) the estate of any individual identified in the foregoing clauses (i), (ii) and (iii); and (v) trusts for the benefit of any of the foregoing.

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Approval Notice, whose form and content are substantially in conformity with **Schedule C** hereto;

- (w) **"Settling Defendant Counsel"** means the law firm Borden Ladner Gervais 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 XV 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, 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 violation of any statute or law, or of any fault, omission, wrongdoing or liability by the Settling Defendant or any other Releasee, 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.



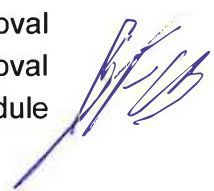
V. SETTLEMENT APPROVAL PROCESS

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 in the form of the draft order attached as Schedule C hereto.

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

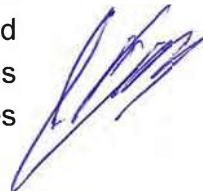
9. Within 10 days of the date of issuance of the Pre-Approval Order, or on the date fixed by the Court in that regard, Class Counsel shall post the Pre-Approval Notice in both English and French on its Facebook page and website for a period of at least 30 days, as well as in the online registry of class 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 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.
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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 2 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 IX of this Settlement Agreement;
 - (d) declaring that, unless the Settlement Agreement becomes null and void in accordance with the provisions of paragraphs 3 and 17 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;



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- (e) approving the waiver and renunciation of solidarity by the Plaintiff and Class Members as set forth in Section VIII and paragraph 23 of this Settlement Agreement;
- (f) declaring that the Bourassa Class Action against the Settling Defendant is settled out-of-Court;
- (g) approving a with-prejudice discontinuance without costs (including any previously accrued or awarded costs) of the Bourassa Class Action, as well as the release and settlement of the Released Claims as 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. DOCUMENTARY DISCLOSURE

14. The Settling Parties will agree upon a proportionate, targeted and cost-effective protocol for providing documents relating to the Bourassa Class Action reasonably requested by Plaintiff. Requests under this protocol will pertain to, amongst other things, documents relating to the Non-Settling Defendants. This protocol shall include provisions that: (i) the Settling Defendant will make reasonable efforts to respond to requests from the Plaintiff for documents in a timely manner, including requests for documents related to the Non-Settling Defendants; (ii) upon written request, the

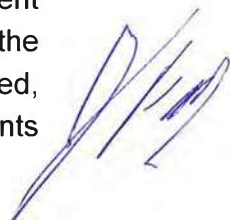


Settling Defendant will provide the Plaintiff with substantially similar sets of documents as those produced by the Settling Defendant in other class actions concerning the manufacture, sale, distribution, marketing and ingestion of its opioid products in Canada; and (iii) if the Settling Defendant incurs out-of-pocket expenses exceeding \$250,000 in aggregate in connection with responding to document requests, it may decline further document requests, and the matter will be referred to a dispute resolution process.

15. It is understood and agreed that the Plaintiff and Class Counsel shall not, without the express written consent of the Settling Defendant, directly or indirectly, use or disclose any documents provided by the Settling Defendant pursuant to this Settlement Agreement for any purpose other than in connection with the Bourassa Class Action, nor, except as expressly permitted herein, share any such information or document with any other person, except in the event that a court of competent jurisdiction expressly orders such information or documents to be disclosed. In no circumstances, however, may the Plaintiff and/or Class Counsel apply for or consent to such an order, and promptly upon becoming aware of an application for such an order, Class Counsel shall immediately notify the Settling Defendant of the application so that the latter may intervene in such proceedings. The disclosure restrictions set forth herein do not apply to otherwise publicly available documents and information.
16. Unless otherwise agreed upon, the provisions set forth in this Settlement Agreement are the exclusive means by which the Plaintiff and Class Counsel may obtain discovery, information or documents from the Settling Defendant or its current or former employees in respect of the Bourassa Class Action. The Plaintiff and Class Counsel agree that they shall not pursue any other means of discovery against, or seek to compel, other than at trial, the evidence of any Releasee, whether in Canada or elsewhere and whether under the rules or laws of this or any other Canadian or foreign jurisdiction.


VII. RELEASES

17. Unless this Settlement Agreement becomes null and void 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.



18. The Parties intend the Settlement Agreement to be a final and complete resolution of all disputes between them. Every Released Claim against the Releasees is and shall be conclusively and forever compromised, settled and released.
19. The Releasing Parties hereby acknowledge that the payments and other consideration contained in this Settlement Agreement are full and complete compensation for the Released Claims. They also acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of this Settlement Agreement. It is the Releasing Parties' intention to release fully, finally and forever all Released Claims, and in furtherance of such intention, this release shall be and remains in effect notwithstanding the discovery or existence of any such additional or different facts.
20. This Settlement Agreement shall be the exclusive remedy for the Releasing Parties against the Releasees.
21. This Settlement Agreement shall conclusively preclude any claim, action, complaint or proceeding which might be brought in the future by Releasing Parties with respect to the matters covered herein.

VIII. WAIVER AND RENUNCIATION OF SOLIDARITY ORDER

22. 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; and
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- (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.

- 23. 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.

IX. PAYMENT OF SETTLEMENT AMOUNT

- 24. Concurrently upon final execution of the Settlement Agreement, the Settlement Amount shall be paid by the Settling Defendant to its counsel to be held in trust for the exclusive benefit of the Class Members subject only to Court approval of the Settlement Agreement.
- 25. Within five (5) business days of Court approval of the Settlement Agreement, the Settlement Amount and all interest accrued thereon while held in trust shall be paid to Class Counsel in trust for the benefit of the Class Members. Payment of the Settlement Amount following Court approval of the Settlement Agreement shall be made by wire transfer by the Settling Defendant Counsel to Class Counsel's trust account (the "**Trust Account**"). 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.
- 26. The Settlement Amount shall be paid in full satisfaction of the Released Claims against the Releasees.
- 27. 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 Subsection V.B above, the Parties will



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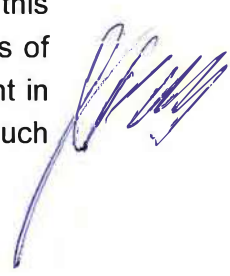
share equally the cost of providing the Pre-Approval Notice by such alternate or additional method.

28. 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.
29. If the Settlement Agreement becomes null and void in accordance with the provisions of paragraph 3 above, the Settlement Amount and all interest thereon shall be returned to the Settling Defendant no more than 15 business days later.

X. NO INVOLVEMENT OF THE SETTLING DEFENDANT IN CLAIMS ADMINISTRATION

30. There will be no involvement of the Settling Defendant in the formulation and/or implementation of the claims and distribution process affecting Class Members.


XI. TAXES AND INTEREST

31. 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. If the Settlement Agreement becomes null and void in accordance with the provisions of paragraph 3 above, the Settlement Amount and all interest earned on the Settlement Amount shall revert back to the Settling Defendant.
32. Subject to paragraph 31, 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.
33. 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 becomes null and void in accordance with the provisions of paragraph 3 above, 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
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case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel.

XII. FURTHER LAWSUITS AND NON-DISPARAGEMENT

34. The Releasing Parties shall be barred from initiating or asserting any claim, action, litigation, or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively, or derivatively, against the Releasees for any and all Released Claims. The Releasing Parties shall not now or hereafter threaten, initiate, institute, pursue, continue, maintain or assert, either directly, indirectly, representatively, or derivatively, whether in Canada or elsewhere, any action, suit, cause of action, claim, proceeding, litigation, complaint or demand against or collect or seek to recover from any Releasee or any other person who will or could bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity, or other relief, against any Releasee, in respect of any Released Claim or any claim which arises from or relates to the Released Claims, save and except for the continuation of the Bourassa Class Action against Non-Settling Defendants.
35. In the event any of the Releasees becomes or remains parties to the Bourassa Class Action, or in respect of Released Claims becomes or remains parties to any action (including any subrogated claim or action), litigation, or other legal proceeding, the Releasing Parties shall not in any way oppose the efforts of such Releasees to be dismissed as parties.
36. The Releasing Parties covenant that in the event any claim, action (including any subrogated claim or action), litigation, or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, which arises from or relates to allegations which have been, are being made or may be made in the Bourassa Cass Action, and which results in a claim over or a judgment against one or more of the Releasees, the Releasing Parties shall not collect any amount in respect of the Released Claims.
37. Except as provided in this Settlement Agreement, or otherwise required by law, no Releasing Party inclusive of anyone currently or hereafter employed by or a partner with Class Counsel, may directly or indirectly assist with respect to any claim made or action commenced by any person, other than the Plaintiff, against the Releasees, which relates to the Released Claims, whether brought in Canada or elsewhere, including by providing any direct or indirect assistance to any plaintiff or any plaintiff's counsel.



38. The Parties agree that neither Party shall, directly or indirectly, disparage or make any statement, whether written or oral, or commit any act that is critical of, derogatory to, or otherwise present in a negative light, the other Party, the Releasing Parties or the Released Parties.

XIII. NO PRESS RELEASE

39. 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.

XIV. NEGOTIATED AGREEMENT


40. 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 and with the assistance of an independent mediator.

XV. NOT ADMISSIBLE AS EVIDENCE

41. 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.
42. 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.

XVI. MEDIATOR'S REPORT

43. At the Settling Parties' request, a mediation report has been prepared for consideration by the Court in its determination as to whether the subject settlement is in the best interests of the Class Members and should be approved.



XVII. NOTIFICATIONS

44. 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 Cynthia D. Clarke
BORDEN LADNER GERVAIS LLP
 Counsel for the Settling Defendant
 Bay Adelaide Centre, East Tower
 22 Adelaide Street West, Suite 3400
 Toronto, ON M5H 4E3
 Email: CClarke@blg.com

XVIII. JURISDICTION AND GOVERNING LAW

45. 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.

46. 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.

XIX. MISCELLANEOUS

47. The plural of any defined term in this Settlement Agreement includes the singular and the singular includes the plural, as the case may be.

48. Any reference to any Court proceedings herein, including without limitation the Bourassa Class Action and the Bourassa 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.
49. All of the Schedules to this Settlement Agreement are material and integral parts hereof and are fully incorporated by this reference.
50. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties.
51. 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.
52. 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.
53. 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.
54. 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.*
55. 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

Cynthia D. Clarke

BORDEN LADNER GERVAIS LLP
on behalf of Purdue Canada (an Ontario
limited partnership) by its General
Partner, Purdue Pharma Inc., and Purdue
Frederick Inc.



**SCHEDULES TO
THE 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