

COURT FILE NUMBER Q.B.G. 1073/2012

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE REGINA

PLAINTIFFS DEMETRIOS PERDIKARIS

DEFENDANTS PURDUE PHARMA, PURDUE PHARMA INC., PURDUE FREDERICK INC., THE PURDUE FREDERICK COMPANY, INC. AND PURDUE PHARMA LP

Brought Under *The Class Actions Act*

THE HONOURABLE) ON WEDNESDAY , THE 19th
MR. JUSTICE D. P. BALL) DAY OF APRIL, 2017
)

ORDER

UPON THE APPLICATION of the Plaintiffs, on consent of the Defendants, for an order conditionally certifying the above-captioned action (the "Saskatchewan Proceeding") as a certified class action for the purposes of implementing a national settlement agreement reached between the parties dated March 8, 2017 (the "Settlement Agreement"), made pursuant to *The Class Actions Act*, S.S. 2001, c.C-12.01;

AND UPON READING the materials filed with this Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. For the purposes of this Order, the definitions set out in the Settlement Agreement apply to this Order;

2. **THIS COURT ORDERS** that the Saskatchewan Proceeding is hereby certified, for the purpose of and subject to implementation of the Settlement Agreement, as a class proceeding pursuant to section 6 of *The Class Actions Act*, S.S. 2001, c.C-12.01 ("*The Class Actions Act*") on behalf of the following "Class", collectively defined as::

- (i) All persons including their estates, who at any time between January 1, 1996 and February 28, 2017 inclusive were prescribed in Saskatchewan, Alberta, Manitoba, the Yukon, the Northwest Territories or Nunavut and ingested OxyContin® tablets and/or OxyNEO® tablets, manufactured, marketed and/or sold or otherwise placed into the stream of commerce in Canada by one or more of the Defendants (the "Saskatchewan Class"); and
- (ii) All persons who by virtue of a personal relationship to a Saskatchewan Class Member have a derivative claim under any derivative claim statute as a result of the death or personal injury of that class member, including but not limited to, derivative claims pursuant to *The Fatal Accidents Act*, RSS 1978, c F-11. (the "Family Class").

3. **THIS COURT ORDERS** that DEMETRIOS PERDIKARIS is hereby appointed as the representative plaintiff for the Class.

4. **THIS COURT DECLARES** that the causes of action asserted on behalf of the Saskatchewan Class are in the nature of duty to warn, and regarding the Family Class are derivative claims.

5. **THIS COURT ORDERS** that the relief sought by the Class includes general, special and punitive damages, prejudgment interest and costs.

6. **THIS COURT DECLARES**, for settlement purposes, that the common issues in the Saskatchewan Proceeding are:

- a) Can OxyContin® tablets and/or OxyNEO® tablets cause, contribute to or trigger an addiction disorder?
- b) Did one or more of the Defendants know, or should they have known, of the addiction potential of OxyContin® tablets and/or OxyNEO® tablets? If so, when did such Defendant acquire such knowledge and under what circumstances?
- c) Did one or more of the Defendants have a duty to warn the Plaintiffs and Class Members of the addiction potential of OxyContin® tablets and/or OxyNEO® tablets, when ingested in accordance with the use indications?
- d) Did one or more of the Defendants breach a duty to warn the Plaintiffs and Class Members of the addiction potential of OxyContin® tablets and/or OxyNEO® tablets, when ingested in accordance with the use indications?
- e) Did one or more of the Defendants have a duty to warn the Plaintiffs and Class Members of the addiction potential of OxyContin® tablets and/or OxyNEO® tablets, in the case of non-compliance with the use indications through chewing, crushing, snorting, dissolving and/or intravenous use?
- f) Did one or more of the Defendants breach a duty to warn the Plaintiffs and Class Members of the addiction potential of OxyContin® tablets and/or OxyNEO® tablets, in the case of non-compliance with the use indications through chewing, crushing, snorting, dissolving and/or intravenous use?

7. **THIS COURT ORDERS** that if the Settlement Agreement referenced in this Order is not: (i) approved by this Court; (ii) approved by the Courts in Nova Scotia, Québec, Ontario; and (iii) implemented through dismissals/discontinuances by the Courts of British Columbia; Alberta; Saskatchewan (in respect of the Saskatchewan Juchacz Proceeding); Prince Edward Island; New Brunswick; and Newfoundland and Labrador, then the Settlement Agreement shall become null and void pursuant to its terms, and the within Order certifying this class proceeding for settlement purposes is hereby set aside, without further Order of this Court.

8. **THIS COURT ORDERS** that RicePoint Administration Inc. be appointed as the Claims Administrator.

9. **THIS COURT ORDERS** that within 20 days of either this Order or the latest date of the corresponding orders in Nova Scotia, Quebec and Ontario, the Class shall be given notice of the certification of the Saskatchewan Proceeding in the following manner, and as further set out in the Notice Plan attached as Schedule 1 to this Order (the "Notice Plan"):

- a) The Claims Administrator shall send the Hearing Notice to all Class Members known to Class Counsel by e-mail where such addresses are known and by regular mail otherwise;
- b) The Claims Administrator shall deliver the Hearing Notice electronically to Addiction Clinics listed in the Notice Plan and shall request that these clinics post the Hearing Notice in their reception areas and/or other location at their facilities where it be most likely to be seen by Class Members;
- c) The Hearing Notice shall be published in national and regional newspapers as set out in Exhibit B to the Notice Plan;
- d) The Claims Administrator shall maintain a dedicated website where it will post the Hearing Notice as set out in the Notice Plan; and
- e) The Claims Administrator shall also publish the Hearing Notice on internet and social media websites.

10. **THIS COURT ORDERS** that the Hearing Notice and abridged Hearing Notice in the forms attached hereto as Schedule 2 and Schedule 3, respectively, are hereby approved.

11. **THIS COURT ORDERS** that the Defendants may disclose to Class Counsel further information about particular Class Members known to them, such as date of birth, to permit Class Counsel to locate such Class Members to provide them with a copy of the Hearing Notice

12. **THIS COURT DECLARES** that the Notice Plan satisfies the requirements of the *Class Actions Act*, and that the Notice Plan for the Saskatchewan Class shall be deemed to be notice for the Family Class.

13. **THIS COURT ORDERS** that by 60 days after the Notice Date, the Claims Administrator shall serve and file an affidavit with this Court confirming its compliance with its obligations under the Notice Plan.

14. **THIS COURT ORDERS** that any Class Member may opt out of the Saskatchewan Proceeding by sending by the Opt Out Deadline, an election to opt out in the form attached as Schedule 4 by regular mail, signed by the Class Member or by the authorized representative of the Class Member, stating that he or she opts out of the Saskatchewan Proceeding and also stating his or her full name, address, telephone number and birth date to the Claims Administrator.

15. **THIS COURT ORDERS** that if a Saskatchewan Class Member opts out of the Saskatchewan Proceeding, all related Family Class Members will be deemed to have opted out of the Saskatchewan Proceeding and such persons will no longer be considered to be Saskatchewan Class Members or Family Class Members as the case may be.

16. **THIS COURT ORDERS** that no person may opt out a Class Member who is a minor or a person who is otherwise under a legal disability without leave of this Court, after notice to the office of the Public Guardian and Trustee for the province or territory of residence of the same Class Member.

17. **THIS COURT ORDERS** that no Class Member may opt out of the Saskatchewan Proceeding after the Opt Out Deadline.

18. **THIS COURT ORDERS** that the Claims Administrator shall, within 30 days after the Opt Out Deadline, report to the Court, Class Counsel and the Defendants by affidavit to be filed under seal and advise as to the names and addresses of those Class Members, if any, who have opted out of the Saskatchewan Proceeding, attaching the opt out documents.

19. **THIS COURT ORDERS** that there shall be no costs of this motion.

ISSUED at Regina, Saskatchewan, this 20th day of April, 2017.



(Deputy) Local Registrar

This document was delivered by:

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Consented to as to form and substance this ____ day of April, 2017.

BARRY L. GLASPELL

Per: _____
Barry L. Glaspell, Counsel for Purdue Pharma,
Purdue Pharma Inc. and Purdue Fredrick Inc.

Consented to as to form and substance this ____ day of April, 2017.

MLT AIKINS LLP

Per: _____
Robert W. Leurer, Q.C., Counsel for Purdue
Pharma, Purdue Pharma Inc. and Purdue Fredrick
Inc.

Consented to as to form and substance this ____ day of April, 2017.

STIKEMAN ELLIOTT LLP

Per: _____
David Byers, Counsel for The Purdue Fredrick
Company Inc. and Purdue Pharma LP

Consented to as to form and substance this ____ day of April, 2017.

MERCHANT LAW GROUP LLP

Per: _____
E. F. Anthony Merchant, Q.C., Counsel for the
Plaintiffs