

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)

)

FRI DAY, THE

JUSTICE L. LEITCH)

)

30th DAY OF September, 2022

B E T W E E N:

(Court Seal)

THE ESTATE OF RAYMOND DUCK, by his Estate Trustee, Beverly Millikin

Plaintiff

- and -

JANSSEN INC., JANSSEN PHARMACEUTICALS INC., JOHNSON & JOHNSON INC.,
JOHNSON & JOHNSON

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

(Settlement and Fee Approval)

Before The Honourable Justice Leitch by judicial video conference this 29th day of September, 2022.

THIS MOTION made by the Plaintiff for an Order approving the national settlement agreement dated November 29, 2021 (the “**Settlement Agreement**”), the compensation protocol (the “**Compensation Protocol**”) and claim form (the “**Claim Form**”), the settlement approval notice (the “**Notice**”) and notice plan (the “**Notice Plan**”), Class Counsel fees (the “**Class Counsel Fees**”), and honoraria for the Saskatchewan and Ontario representative plaintiffs (the “**Honoraria Approval**”) was made before The Honourable Justice Leitch this 29th day of September 2022.

UPON READING the materials filed, including the Settlement Agreement, and on hearing the submissions of counsel for the Plaintiff (“**Class Counsel**”) and counsel for the Defendants, and any objectors or reading submissions of any objectors, fair and adequate notice of this hearing having been provided to Class Members in accordance with the Certification and Hearing Notice Order of this Court dated June 15, 2022 (“**Certification and Hearing Notice Order**”), and

UPON BEING ADVISED that, subject to Court approval, the Plaintiff and the Defendants have consented to all the terms of this Order and the form and content of the Notice and the Notice Plan except with respect to the terms regarding Class Counsel Fees, the Honoraria Approval, and the Compensation Protocol, that are matters upon which the Defendants take no position.

1. **THIS COURT ORDERS** that the definitions in the Settlement Agreement are incorporated into and shall be applied in interpreting this Order.
2. **THIS COURT ORDERS** that in the event of a conflict between the terms of this Order and the Settlement Agreement, the terms of this Order shall prevail.
3. **THIS COURT ORDERS** that all provisions of the Settlement Agreement (including its Preamble & Recitals and Definitions) form part of this Order and are binding upon the Class Members who did not opt-out of this action in accordance with the Certification and Hearing Notice Order, including those persons who are mentally incapable, Class Counsel, the Provincial Health Insurers, and the Defendants.
4. **THIS COURT ORDERS** that the Compensation Protocol shall be utilized by the Claims Administrator in administering the Settlement Agreement.
5. **THIS COURT ORDERS AND DECLARES** that the settlement of this action, as set out in the Settlement Agreement, is fair and reasonable and in the best interests of Class Members and is hereby approved pursuant to section 29 of the *Class Proceedings Act, 1992*, SO 1992, c 6, and shall be implemented and enforced in accordance with its terms.
6. **THIS COURT ORDERS** that the Claims Administrator may at its discretion seek additional information or documents in administering the settlement or direction of this Court as to the implementation of the Settlement or approval of a Claim.

7. **THIS COURT ORDERS AND DECLARES** that the Contingency Fee Retainer Agreement, made between the Plaintiff and Class Counsel, is fair and reasonable, and is hereby approved pursuant to s. 32(2) of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6.
8. **THIS COURTS ORDERS** that the Ontario representative plaintiff, the Estate of Raymond Duck, shall be paid an honorarium of \$3,000.00 from the Settlement Amount.
9. **THIS COURT ORDERS AND DECLARES** that Class Counsel Fees in the amount of \$375,000.00, plus applicable taxes, and disbursements in the amount of \$51,384.42, plus applicable taxes, are fair and reasonable, are hereby approved, and shall be paid to Class Counsel from the Settlement Amount.
10. **THIS COURT ORDERS** that the Compensation Protocol attached to this Order as **Schedule "A"** is hereby approved.
11. **THIS COURT ORDERS** that Trilogy Class Action Services is appointed as the Claims Administrator to receive Claim Forms (substantially in the form attached hereto as **Schedule "B"** (in English) and **Schedule "C"** (in French)) and implement the terms and conditions set out in the Settlement Agreement in relation thereto, and being granted the rights and obligations provided by the Settlement Agreement in that regard and for the distribution of the Settlement Amount, subject to any further order from this Court, at the case may be.
12. **THIS COURT ORDERS** that the Claims Administrator's fees for administering the settlement pursuant to the Settlement Agreement and the Compensation Protocol, including fees relating to Notice, shall be paid from the Settlement Amount.
13. **THIS COURT ORDERS** that the fees for any Referee(s), appointed per the Compensation Protocol to address appeals, shall be paid from the Settlement Amount.
14. **THIS COURT ORDERS** that the form and content of the settlement approval Notice (long, abridged and press release form in English and French) substantially in the form attached to this Order as **Schedule "D"** is hereby approved.

15. **THIS COURT ORDERS** that the dissemination of the Notice in accordance with the settlement approval Notice Plan substantially in the form attached to this Order as **Schedule "E"** is hereby approved.

16. **THIS COURT ORDERS** that the releases provided at section [8] of the Settlement Agreement are approved and will take effect upon the Effective Date.

17. **THIS COURT ORDERS** that the Settlement Agreement and this Order are binding upon Class Members, whether or not such Class Members receive or claim compensation, including persons who are minors or are mentally incapable, and the need for service or notice of this or any further or subsequent steps in these proceedings on the Public Guardian and Trustee, as well as all other requirements in the *Public Guardian and Trustee Act*, RSO 1990, c P.51 and any other service or notice requirements in the *Rules of Civil Procedure*, RRO 1990, Reg 194, are hereby dispensed with.

18. **THIS COURT ORDERS** that upon the Effective Date, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Released Parties from the Released Claims.

19. **THIS COURT ORDERS** that upon the Effective Date, each Class Member shall be deemed to have consented to the dismissal of any other action or proceeding he or she may have commenced asserting Released Claims as against the Released Parties, without costs and with prejudice.

20. **THIS COURT ORDERS** that upon the Effective Date, Class Members shall not institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Released Party, or against any other person that is entitled to claim contribution or indemnity from any Released Party, in respect of any Released Claim.

21. **THIS COURT ORDERS** that the Parties may, without further notice to the Class or further Order of the Court, amend, modify or expand the terms and provisions of the Settlement Agreement by written agreement provided any such changes are consistent with this Order and do not limit the rights of Class Members under the Settlement Agreement.

22. **THIS COURT ORDERS** that neither the Settlement Agreement (including all terms thereof), nor its performance and implementation, shall be construed as any admission by the Defendants, including but not limited as to: (1) the validity of any claim, theory, or fact; (2) any liability, fault, or responsibility; or (3) the existence, cause, or extent of any damages or losses alleged or suffered by any Class Member.

23. **THIS COURT ORDERS** that other than that which has been provided in the Settlement Agreement, no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement.

24. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon certain events arising in respect of the Defendants in proceedings:

i. *Ronald Allen Fiddler v Janssen Inc., Janssen Pharmaceuticals, Inc., Janssen Ortho LLC, Johnson & Johnson, and Johnson & Johnson Inc.*, Court File Number Q.B.G. 2809 of 2015, before the Court of Queen's Bench for Saskatchewan; and

ii. *Steven Varnai and Joanne Giroux v Janssen Inc., Janssen Pharmaceuticals, Inc., Janssen Ortho LLC, Johnson & Johnson, and Johnson & Johnson Inc.*, Court File No. 500-06-000906-186, before the Superior Court of Quebec,

and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the Saskatchewan and Quebec Courts. If such orders or dispositions are not secured in Saskatchewan and Quebec, this Order shall be null and void without prejudice to the rights of the Parties to proceed with the Ontario Proceeding and any agreement between the Parties incorporated into this Order shall be deemed in any subsequent proceedings to have been made without prejudice.

25. **THIS COURT ORDERS** this Order shall be declared null and void in the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason.

26. **THIS COURT ORDERS** that on notice to the Court but without further order of the Court, the parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any provisions of the Settlement Agreement.

27. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Parties acknowledge and attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.

28. **THIS COURT ORDERS** that upon the Effective Date, this Ontario Proceeding is hereby dismissed against the Defendants, without costs and with prejudice, and such dismissal shall be a defence to any subsequent action in respect of the subject matter hereof.

29. **THIS COURT ORDERS** that this Order may be endorsed in counterpart, electronically or by facsimile.

30. **THIS COURT ORDERS** that the time for filing and serving the motion record is abridged.

ISSUED at London, Ontario, this 30 day of Sept., 2022



THE HONOURABLE JUSTICE L. LEITCH

Schedule "A"

Invokana National Settlement Agreement Compensation Protocol

I. Definitions

Unless otherwise indicated or required by context, capitalized terms in this Compensation Protocol have the meanings assigned to them in the Settlement Agreement.

In this protocol, the following terms shall have the meanings set forth below.

- (a) **“Approved Claimant”** means a Settling Claimant that the Claims Administrator determines is eligible for compensation under the Compensation Protocol.
- (b) **“Claim Form”** means the claim form developed by the Claims Administrator in consultation with Class Counsel and approved by the Court.
- (c) **“Eligible Injury(s)”** means:
 - (i) a diagnosis of acute kidney injury or acute renal failure occurring on or before April 25, 2016;
 - (ii) a diagnosis of diabetic ketoacidosis occurring on or before August 31, 2016;
or
 - (iii) amputation of a lower limb (i.e. leg, foot, or toe(s)) occurring on or before December 6, 2017
- (d) **“Injury Evidence”** means proof, by way of medical records, which may include contemporaneous physician or hospital records supplemented by a letter from the physician providing any needed clarification of the contents of the records, of each Eligible Injury claimed.
- (e) **“Prescription Evidence”** means the documentation that must be provided to:
 - (i) Establish proof of Invokana Product prescription for treatment of a diagnosis of diabetes through medical records or documentation from the prescribing or treating physician;
 - (ii) Establish proof of prescription for an Invokana Product(s), namely:
 - a. contemporaneous medical and/or pharmacy records demonstrating consumption of an Invokana Product;
 - b. contemporaneous insurance benefit records demonstrating coverage for an Invokana Product; or
 - c. documentation from the prescribing or treating physician confirming consumption of an Invokana Product;
 - (iii) Establish the requisite length of time of Invokana Product usage for each Eligible Injury claimed, as follows:
 - a. 7 days of continuous usage, including within 48 hours prior to the event, for a diagnosis of acute kidney injury or acute renal failure;

- b. 7 days of continuous usage, including within 48 hours prior to the event, for a diagnosis of diabetic ketoacidosis;
- c. 30 days of continuous usage, including within 30 days of the procedure, for amputation of a lower limb;

Proof of usage to be established with contemporaneous medical and/or pharmacy records, or contemporaneous insurance benefit records, or documentation from the prescribing or treating physician. Absent clear evidence to the contrary, it will be presumed that the Invokana Product prescription was filled and taken in accordance with the prescription.

- (f) “Referee” means the person, selected by Class Counsel and approved by the Court, that will hear appeals from decisions of the Claims Administrator.

2. Purpose of the Compensation Protocol

The purpose of the Compensation Protocol is to provide further guidance to the Claims Administrator to help ensure that:

- (a) only Class Members who satisfy the eligibility criteria set out in this protocol will receive compensation from the Net Settlement Proceeds;
- (b) similarly situated Approved Claimants will be treated as uniformly as possible; and
- (c) Approved Claimants will receive timely compensation in a way that minimizes, to the extent reasonably possible, the Claims Administration Costs and other transaction costs associated with implementation and administration of the Settlement Agreement.

3. Claimant Eligibility

To be eligible to receive a settlement payment pursuant to the Settlement Agreement, a Settling Claimant must:

- (a) be, or if acting in a representative capacity, be representing the interest of a Canadian resident; and
- (b) provide Injury Evidence for at least one Eligible Injury; and
- (c) provide Prescription Evidence of use of an Invokana Product at the time of, or prior to, such Eligible Injury; and
- (d) In the event that the Eligible Injury(s) occurred within 3 months after the addition of relevant warning language to a Dear Health Care Professional Letter or Product Monograph (for acute kidney injury claims, after January 25, 2016; for diabetic ketoacidosis claims, after May 31, 2016; and for limb loss claims, after September 6, 2017), provide evidence that the Settling Claimant (i) started using an Invokana Product at least 30 days before the date of the Eligible Injury and (ii) continuously used an Invokana Product from such date to the time of the Eligible Injury without having either attended his or her prescribing physician or had their prescription renewed otherwise. This evidence may be established by way of medical or pharmacy records, or by way of Declaration; and

- (e) properly complete, execute and submit a Claim Form to the Claims Administrator by the Claim Deadline.

4. **Incomplete or Late Claim Forms**

Claims that are not properly and timely submitted to the Claims Administrator by the relevant Claim Deadline will be denied by the Claims Administrator. For greater clarity, the failure to meet the relevant Claim Deadline with the required evidence will result in rejection of the claim.

5. **Claim Processing Guidelines**

If, during claims processing, the Claims Administrator finds technical deficiencies in a Settling Claimant's Claim Form or Evidence, the Claims Administrator shall notify the Settling Claimant of the technical deficiencies and shall allow the Settling Claimant 60 days from the date of mailing to correct the deficiencies. Such notification shall be by way of letter sent via email, if available, or through first class regular mail.

If the deficiencies are not corrected within the 60-day period, the Claims Administrator shall reject the claim and the Settling Claimant shall have no further opportunity to correct the deficiencies.

"Technical deficiencies" shall not include missing the Claim Deadline or failure to provide sufficient evidence to support the Settling Claimant's claim. In the event that a Settling Claimant has requested but not yet received the Evidence, the Settling Claimant may submit true copies of the records requests that were made requesting the Evidence, and the failure to provide that Evidence will be deemed a "technical deficiency".

6. **Provincial Health Insurer Rights of Recovery**

The Provincial Health Insurers will be paid from the Health Care Recovery Fund in aggregate for each jurisdiction in a manner proportionate to the number of Approved Claimants from each jurisdiction.

7. **Settling Claimant Notification and Claim Appeals**

(a) Notification

The Claims Administrator shall notify each Settling Claimant by way of a letter sent via email, if available, or through first class regular mail as to the approval or rejection of his or her claim and the points awarded to the Settling Claimant.

(b) Appeals

Settling Claimants will be granted a 30 day period from the date notice was sent to appeal the rejection and/or classification of their claims. Appeals will be reviewed and assessed by the Referee. Appeals will be made in writing to the Referee, supported only by the documentation provided to the Claims Administrator. Following the outcome on appeal, there shall be no right of further appeal or review. Costs of \$150.00 will be payable by the Class Member in respect of an unsuccessful appeal.

8. Payment of Funds and Stale Dating

The Claims Administrator shall select the most cost-effective method possible to make payments to the relevant Provincial Health Insurers as may be required and to each Approved Claimant provided the payment recipient is able to accept funds in that manner.

Cheques shall be issued such that they are stale-dated six months after issuance. Cheques that are not cashed and become stale-dated will be re-issued in the Claims Administrator's sole discretion based on the circumstances of the case, and at the expense of the individual requesting the re-issuance. In no circumstances will cheques be reissued after the passage of six (6) months from the date on which the first cheque became stale-dated. In no case will a third cheque be issued.

9. Allocation of Settlement

The Net Settlement Proceeds will be allocated among the Approved Claimants in proportion to the cumulative points they are awarded under this Compensation Protocol.

10. Optional Risk Factor Adjustment

Class Members may seek a risk factor adjustment to increase their cumulative point value by fifty percent (50%). In order to claim the risk factor adjustment, Class Members must submit a Risk Factor Declaration and a copy of their general practitioner's medical records for the 2 years before their Eligible Injury.

11. Allocation of Points

Approved Claimants will be assigned points at the sole discretion of the Claims Administrator, subject to the right of appeal provided herein. The Claims Administrator will assign points based on the totality of the information and resources available to it, using its best judgment and expertise to fairly and reasonably adjudicate claims. In the event that an Approved Claimant meets the criteria for more than one injury level, the Approved Claimant shall receive the cumulative number of points allocated to each Injury level.

BASE POINTS		
LEVEL	DESCRIPTION	POINTS
Level 1 Acute Kidney Injury(s)		
1a	Acute Kidney Injury.	8 points
1b	Renal Replacement Therapy. *continuous hemofiltration, hemodialysis, intermittent hemodialysis, or peritoneal dialysis	4 points
1c	Prolonged Renal Replacement Therapy. *Approved Claimants shall receive 2 additional points where Renal Replacement Therapy was required for 6 or more months and therefore prolonged	2 points

1d	Death resulting from Acute Kidney Injury or acute renal failure.	2 points
Maximum Level 1 points = 16		
Level 2 Lower Limb Loss		
2a	Amputation of leg above the knee. *Approved Claimants receiving points for amputation of leg above the knee shall receive no points pursuant to 2b to 2i	32 points
2b	Amputation of leg below the knee. *Approved Claimants receiving points for amputation of leg below the knee shall receive no points pursuant to 2a or 2c to 2i	28 points
2c	Amputation of foot. *amputation at the ankle, also known as a Symes amputation, midtarsal amputation, also known as a Chopart amputation, tarsometatarsal amputation, also known as a Lisfranc amputation, or transmetatarsal amputation are considered an Amputation of the foot *Approved Claimants receiving points for Amputation of the foot shall receive no points pursuant to 2d to 2i	24 points
2d	Amputation of toes being amputation of all 5 toes at the metatarsophalangeal joint.	14 points
2e	Amputation of toe being amputation with loss of the distal end of the first metatarsal.	8 points
2f	Amputation of toe being bone amputation of the big toe at the metatarsophalangeal joint.	4 points
2g	Amputation of toe being amputation of the distal end of the fifth Metatarsal.	4 points
2h	Amputation of toe being amputation of the big toe at the interphalangeal joint.	4 points
2i	Amputation of toes being total or partial amputation of the second, third, fourth and fifth toes * Approved Claimants shall receive 1 point for a total or partial amputation of the second, third, fourth and fifth toes up to a maximum of 4 points	2 point
2j	Wound debridement or incision and drainage procedure following an eligible amputation procedure. Wound complications (including infection, dehiscence, wound breakdown, seroma, hematoma, osteomyelitis, tissue necrosis, or stump edema) following an eligible amputation procedure. Approved Claimants shall receive 2 points for each procedure up to a maximum of 6 points.	4 points

2l	Death resulting from lower limb amputation.	4 points
Maximum Level 2 points = 40		
Level 3 Diabetic Ketoacidosis (maximum qualifying points = 18)		
3a	Diabetic Ketoacidosis diagnosed and treated without hospital admission	14 points
3b	Diabetic Ketoacidosis requiring hospital admission.	16
3c	Death resulting from diabetic ketoacidosis.	2 points
Maximum Level 3 points = 18		
Age Adjustments (as of the date of Eligible Injury)		
4a	0-40 years	5 points
4b	41-50 years	4 points
4c	51-60 years	3 points
4d	61-70 years	2 points
4e	71-80 years	1 points
4f	81 + years	0 points
Hospital Duration Adjustment Number of days hospitalized as a result of Eligible Injury ¹		
5a	0 days	0 points
5b	1-4 days	3 points
5c	5-9 days	6 points
5d	10-14 days	9 points
5e	15 + days	12 points
Maximum Hospital During Adjustment for all Eligible Injuries = 12 points		

¹ Attribution of hospitalization to an Eligible Injury(s) is to be established by evidence of contemporaneous hospital treatment for the Eligible Injury(s). For clarity, if an Approved Claimant's hospital stay is extended after completing treatment for an Eligible Injury, such hospital time is not attributable to the Eligible Injury for the purposes of the Hospital Duration Adjustment.

Risk Factor Adjustment		
Class Members may seek a risk factor adjustment to increase their cumulative point value by fifty percent (50%) by submitting a Risk Factor Declaration.		
The existence of any of the following risk factors makes an Approved Claimant ineligible for the Risk Factor Adjustment.		
A	Smoking	Approved Claimants who smoked cigarettes or cigars within two (2) years of their Eligible Injury.
B	Alcohol Abuse	Approved Claimants diagnosed with alcoholism, alcohol dependence, or alcohol abuse, or a similar reference, within two (2) years of their Eligible Injury.
C	Multiple SGLT2 Inhibitors	Approved Claimants with usage of an additional SGLT2 inhibitor within 30 days of their Eligible Injury. For greater certainty, additional SGLT2 inhibitors are: dapagliflozin (Forxiga) and empagliflozin (Jardiance).
The existence of any of the following risk factors makes an Approved Claimant ineligible for the Risk Factor Adjustment <u>specifically for Acute Kidney Injury claims</u>		
D	Kidney disease	Approved Claimants who received a diagnosis of kidney disease before their Eligible Injury.
The existence of any of the following risk factors makes an Approved Claimant ineligible for the Risk Factor Adjustment <u>specifically for Lower Limb Loss claims</u>		
E	Peripheral vascular disease (PVD)	Approved Claimants who received a diagnosis of PVD before their Eligible Injury.
F	Diabetic neuropathy	Approved Claimants who received a diagnosis of diabetic neuropathy before their Eligible Injury.
G	Prior lower limb amputation(s)	Approved Claimants who underwent a lower limb amputation before their Eligible Injury.
H	Charcot foot	Approved Claimants who received a diagnosis of Charcot foot before their Eligible Injury.

For greater clarity, pursuant to this Compensation Protocol points are not allocated for any reason other than as provided in this section including, without limitation, derivative statutory or common law claims of family members.

12. **Excess Funds**

If six months after the payment of funds there are excess funds as a result of cheques having become stale dated and/or such other forms of payment as may be made to Approved Claimants and which may otherwise expire without having been claimed, such excess funds shall be dealt with as follows.

The Claims Administrator shall determine, in its sole discretion, if there are sufficient excess funds such that a payment can be made to Approved Claimants in an economically efficient manner. If so, such excess funds shall be paid to all Approved Claimants on a *pro rata* basis.

If the Claims Administrator determines that it is not efficient to make the *pro rata* payment or if there are still excess funds six months after the *pro rata* payment has been made and such payments are stale dated, then all excess funds shall be donated, *cy près* to an organization(s) to benefit diabetic health and research, as approved by the Court and advised by Class Counsel, subject to any amounts payable to the Fonds d'aide aux actions collective in accordance with the applicable Regulation.

Risk Factor Declaration

I, _____, from the City
of _____, in the province of _____,

SOLEMNLY DECLARE:

1. I have not smoked cigarettes or cigars within two (2) years of my Eligible Injury.
2. I have not been diagnosed with alcoholism, alcohol dependence, or alcohol abuse, or a similar reference, within two (2) years of my Eligible Injury.
3. I have not ingested additional SGLT2 inhibitors known as dapagliflozin (Forxiga) and/or empagliflozin (Jardiance) within thirty (30) days of my Eligible Injury.
4. I am making a claim for an Acute Kidney Injury under the Invokana National Settlement Agreement and prior to suffering my Eligible Injury, I was **not** diagnosed with kidney disease.
(CROSS OUT THE ABOVE PARAGRAPH IF INAPPLICABLE)
5. I am making a claim for Lower Limb Loss under the Invokana National Settlement Agreement and prior to suffering my Eligible Injury, I was **not** diagnosed with **any** of the following:
 - (i) Peripheral vascular disease;
 - (ii) Diabetic neuropathy;
 - (iii) who underwent a lower limb amputation before my Eligible Injury; or
 - (iv) Charcot foot.(CROSS OUT THE ABOVE PARAGRAPH IF INAPPLICABLE)
6. I acknowledge and understand that this Risk Factor Declaration and any supporting documents will be utilized by the Claims Administrator in assigning points pursuant to the Invokana National Settlement Agreement Compensation Protocol.
7. I acknowledge that the provision of my medical records as required pursuant to the Invokana National Settlement Agreement Compensation Protocol may be reviewed by the Claims Administrator to confirm the contents of this Declaration.
8. After reviewing the information that has been supplied in this Declaration, I declare under penalty of perjury that the information provided in this Declaration is true and correct to the best of my knowledge, information and belief.
9. I hereby consent to the disclosure of the information contained herein to the extent necessary to process my claim. I hereby authorize the Claims Administrator to contact me as required in order to administer the claim.

Date:

Claimant's Signature (or Claimant's Representative)

Printed Name of Claimant (or Claimant's Representative)

Date:

Signature of Witness

Printed Name of Witness

Schedule "B"

Claim Form must be submitted electronically in the on-line claims administration portal at
by the Claims Bar Deadline of XXXX, 2023 5:00 PM EST

INVOKANA NATIONAL SETTLEMENT AGREEMENT CLAIM FORM

ESTATE OF RAYMOND DUCK
Plaintiffs
- and -
JANSSEN INC., JANSSEN
PHARMACEUTICALS INC., JOHNSON
& JOHNSON, AND JOHNSON &
JOHNSON INC.
Defendants

PROVINCE OF ONTARIO
Ontario Superior Court of Justice
Court File No.: No.CV-18-00000570-
00CP

STEVEN VARNAI & JOANNE GIROUX
Plaintiffs
v.
JANSSEN INC., JANSSEN
PHARMACEUTICALS INC., JOHNSON
& JOHNSON, AND JOHNSON &
JOHNSON INC.
Defendants

PROVINCE OF QUEBEC
Superior court of Quebec
District of Montreal
(Class Actions)
No.: 500-06-000906-186

RONALD ALLEN FIDDLER
Plaintiffs
- and -
JANSSEN INC., JANSSEN
PHARMACEUTICALS INC., JANSSEN
ORTHO LLC, JOHNSON & JOHNSON,
and JOHNSON & JOHNSON INC.,
Defendants

PROVINCE OF SASKATCHEWAN
Court of Kings's Bench for Saskatchewan
Judicial Centre of Regina
KBG-RG-02809-2015Q.B.G.-2809/2015

Trilogy Class Action Services
Invokana National Settlement Agreement
117 Queen Street, P.O. Box 1000,
Niagara-on-the-Lake, Ontario, L0S 1J0
Phone: 1-877-400-1211
Fax: 1-416-342-1761
Email: claims@trilogyclassactions.ca

Websites
English: <https://www.invokanacanadasettlement.com>
French: <https://fr.invokanacanadasettlement.com>
Portal: <https://portal.invokanacanadasettlement.com>

Invokana National Settlement Agreement CLAIM FORM INSTRUCTIONS

Failure to fully comply with these instructions may result in the Rejection of your Claim Form.

To register as a Settling Claimant and submit your Claim Form with supporting documentation electronically in the online claims administrator portal, click here: <https://portal.invokanacanadasettlement.com>.

Your Claim Form must be submitted electronically.

The enclosed instructions, information and key defined terms are pursuant to the Court approved Settlement Agreement and Compensation Protocol. If you wish to review the entire Settlement Agreement and Compensation Protocol, please see the public documents section in the portal or visit the class action designated website at:

<https://www.invokanacanadasettlement.com/case-documents>

Key Defined Terms - Pursuant to the Court approved Compensation Protocol

“Approved Claimant” means a Settling Claimant that the Claims Administrator determines is eligible for compensation under the Compensation Protocol;

“Claims Administrator” means the firm proposed by Class Counsel and appointed by the Courts to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Compensation Protocol, and any employees of such firm;

“Claim Form” means the claim form developed by the Claims Administrator in consultation with Class Counsel and approved by the Court;

“Classes” means the Ontario Class, Saskatchewan Class, and Quebec Class;

“Compensation Protocol” means the Court-approved plan for administering this Settlement Agreement and distributing the Settlement Amount to Class Members;

“Eligible Injury(s)” means:

- (i) a diagnosis of acute kidney injury or acute renal failure occurring on or before April 25, 2016;
- (ii) a diagnosis of diabetic ketoacidosis occurring on or before August 31, 2016; or
- (iii) amputation of a lower limb (i.e. leg, foot, or toe(s)) occurring on or before December 6, 2017;

“Injury Evidence” means proof, by way of medical records, which may include contemporaneous physician or hospital records supplemented by a letter from the physician providing any needed clarification of the contents of the records, of each Eligible Injury claimed.

“Invokana Product(s)” means Invokana, Invokamet, and/or Invokamet XL;

“Prescription Evidence” means the documentation that must be provided to:

- (i) Establish proof of Invokana Product prescription for treatment of a diagnosis of diabetes through medical records or documentation from the prescribing or treating physician;

- (ii) Establish proof of prescription for an Invokana Product(s), namely:
 - a. contemporaneous medical and/or pharmacy records demonstrating consumption of an Invokana Product;
 - b. contemporaneous insurance benefit records demonstrating coverage for an Invokana Product; or
 - c. documentation from the prescribing or treating physician confirming consumption of an Invokana Product;
- (iii) Establish the requisite length of time of Invokana Product usage for each Eligible Injury claimed, as follows:
 - a. 7 days of continuous usage, including within 48 hours prior to the event, for a diagnosis of acute kidney injury or acute renal failure;
 - b. 7 days of continuous usage, including within 48 hours prior to the event, for a diagnosis of diabetic ketoacidosis;
 - c. 30 days of continuous usage, including within 30 days of the procedure, for amputation of a lower limb;

Proof of usage to be established with contemporaneous medical and/or pharmacy records, or contemporaneous insurance benefit records, or documentation from the prescribing or treating physician. Absent clear evidence to the contrary, it will be presumed that the Invokana Product prescription was filled and taken in accordance with the prescription.

“Ontario Class” means:

- (i) All persons resident in Canada (at the time of the certification order), with exception of Saskatchewan Class Members and Quebec Class Members, who were prescribed and used Invokana, Invokamet, and/or Invokamet XR in Canada at any time on or before the date of the certification order; and
- (ii) All persons, with exception of Saskatchewan Class Members and Quebec Class Members, who by virtue of a personal relationship to one or more of such persons described in (i) above have claims for common law or statutory damages;

“Quebec Class” means:

- (i) All persons resident in Quebec (at the time of the authorization) who were prescribed and used Invokana, Invokamet, and/or Invokamet XR in Quebec at any time on or before the date of the certification order; and
- (ii) All persons, who by virtue of a personal relationship to one or more of such persons described in (i) above have claims for common law or statutory damages;

“Saskatchewan Class” means:

- (i) All persons resident in Saskatchewan (at the time of the certification order) who were prescribed and used Invokana, Invokamet, and/or Invokamet XR in Saskatchewan at any time on or before the date of the certification order; and
- (ii) All persons who by virtue of a personal relationship to one or more of such persons described in (i) above have claims for common law or statutory damages;

“Referee” means the person, selected by Class Counsel and approved by the Court, that will hear appeals from decisions of the Claims Administrator;

“Settling Claimant” (collectively, the “Settling Claimants”) means each Class Member who files a claim pursuant to the Compensation Protocol;

INCOMPLETE OR LATE CLAIM FORMS

Claims that are not properly and timely submitted to the Claims Administrator by the relevant Claim Deadline will be denied by the Claims Administrator. For greater clarity, the failure to meet the relevant Claim Deadline with the required evidence will result in rejection of the claim.

CLAIM PROCESSING GUIDELINES

If, during claims processing, the Claims Administrator finds technical deficiencies in a Settling Claimant's Claim Form or Evidence, the Claims Administrator shall notify the Settling Claimant of the technical deficiencies and shall allow the Settling Claimant 60 days from the date of mailing to correct the deficiencies. Such notification shall be by way of letter sent via email, if available, or through first class regular mail.

If the deficiencies are not corrected within the 60-day period, the Claims Administrator shall reject the claim and the Settling Claimant shall have no further opportunity to correct the deficiencies.

"Technical deficiencies" shall not include missing the Claim Deadline or failure to provide sufficient evidence to support the Settling Claimant's claim. In the event that a Settling Claimant has requested but not yet received the Evidence, the Settling Claimant may submit true copies of the records requests that were made requesting the Evidence, and the failure to provide that Evidence will be deemed a "technical deficiency".

Claim Form must be submitted electronically in the on-line claims administration portal at <http://www.ontario.ca/claims>, by the Claims Bar Deadline of XXXX, 2023 5:00 PM EST.

INVOKANA NATIONAL SETTLEMENT AGREEMENT CLAIM FORM

SETTLING CLAIMANT IDENTIFICATION

Name and Contact Details of the Party Who is Claiming:

First Name:	Middle Name:	Last Name:
Street Address:	Country:	
City or Town:	Province:	Postal Code:
Home Number: Area Code Number	Email Address:	
Language Preference:	<input type="checkbox"/> English	<input type="checkbox"/> French

If you are Claiming on behalf of a Person, name of the Person you are claiming on behalf of or the name of the Insured Person:

First Name:	Middle Name:	Last Name:
Street Address:	Country:	
City or Town:	Province:	Postal Code:
Home Number: Area Code Number	Email Address:	
Language Preference:	<input type="checkbox"/> English	<input type="checkbox"/> French
Relationship to the Person:		

ALLOCATION OF SETTLEMENT

The Net Settlement Proceeds will be allocated among the Approved Claimants in proportion to the cumulative points they are awarded under this Compensation Protocol.

OPTIONAL RISK FACTOR ADJUSTMENT

Class Members may seek a risk factor adjustment to increase their cumulative point value by fifty percent (50%). In order to claim the risk factor adjustment, Class Members must submit a Risk Factor Declaration and a copy of their general practitioner's medical records for the 2 years before their Eligible Injury.

ALLOCATION OF POINTS

Approved Claimants will be assigned points at the sole discretion of the Claims Administrator, subject to the right of appeal provided herein. The Claims Administrator will assign points based on the totality of the information and resources available to it, using its best judgment and expertise to fairly and reasonably adjudicate claims. In the event that an Approved Claimant meets the criteria for more than one injury level, the Approved Claimant shall receive the cumulative number of points allocated to each Injury level.

***For a complete breakdown of the Allocation of Points, please refer to page 4 of the Compensation Protocol found at www.invokanacanadasettlement.com/case-documents.**

SETTLING CLAIMANT NOTIFICATION AND CLAIM APPEALS

(a) Notification

The Claims Administrator shall notify each Settling Claimant by way of a letter sent via email, if available, or through first class regular mail as to the approval or rejection of his or her claim and the points awarded to the Settling Claimant.

(b) Appeals

Settling Claimants will be granted a 30 day period from the date notice was sent to appeal the rejection and/or classification of their claims. Appeals will be reviewed and assessed by the Referee. Appeals will be made in writing to the Referee, supported only by the documentation provided to the Claims Administrator. Following the outcome on appeal, there shall be no right of further appeal or review. Costs of \$150.00 will be payable by the Class Member in respect of an unsuccessful appeal.

CLAIMANT ELIGIBILITY		
Province or Territory of Residence as of DATE OF CERTIFICATION:		
I/the Patient was prescribed and used Invokana, Invokamet, and/or Invokamet XR at any time on or before DATE OF CERTIFICATION and subsequently experienced acute kidney injury, diabetic ketoacidosis or lower limb loss: (Yes or No)		
Date of first use of the medication:	received as treatment in hospital;	
	received as treatment in doctor's office; or	
	after filling a prescription.	
Date of Birth:		
SUPPORTING DOCUMENTATION REQUIRED FOR CONFIRMATION		

ELIGIBLE INJURY - ACUTE KIDNEY INJURY - Diagnosed on or before April 25, 2016		
Did you or the patient suffer Acute Kidney Injury?		
Did you or the patient have Renal Replacement Therapy (continuous hemofiltration, hemodialysis, intermittent hemodialysis, or peritoneal dialysis)?		
Was there Prolonged Renal Replacement Therapy? (lasting 6 or more months)		
Did death occur as a result from Acute Kidney Injury or Acute Renal Failure?		
Age at which Injury occurred.	0-40 years	
	41-50 years	
	51-60 years	
	61-70 years	
	71-80 years	
	81+ years	
Number of days hospitalized as a result of Injury.	0 days	
	1-4 days	
	5-9 days	
	10-14 days	
	15+ days	
SUPPORTING DOCUMENTATION REQUIRED FOR CONFIRMATION		

ELIGIBLE INJURY - LOWER LIMB LOSS - Occurring on or before December 6, 2017	
Was there an amputation of toe(s)?	
Was there an amputation of foot?	

Was there an amputation of leg below the knee?	
Was there an amputation of leg above the knee?	
Was there a wound debridement or incision and drainage procedure following an eligible amputation procedure?	Toe(s)
	Foot
	Leg below knee
	Leg Above Knee
Were there wound complications (including infection, dehiscence, wound breakdown, seroma, hematoma, osteomyelitis, tissue necrosis, or stump edema) following an eligible amputation procedure?	
Did death occur as a result from lower limb amputation?	
Age at which Injury occurred.	0-40 years
	41-50 years
	51-60 years
	61-70 years
	71-80 years
	81+ years
Number of days hospitalized as a result of Injury.	0 days
	1-4 days
	5-9 days
	10-14 days
	15+ days

SUPPORTING DOCUMENTATION REQUIRED FOR CONFIRMATION

**ELIGIBLE INJURY - DIABETIC KETOACIDOSIS - Maximum 23 points
Diagnosed on or before August 31, 2016**

Did you or the patient develop Diabetic Ketoacidosis?	
Did death occur as a result of Diabetic Ketoacidosis?	
Age at which Injury occurred.	0-40 years
	41-50 years
	51-60 years
	61-70 years
	71-80 years
	81+ years
Number of days hospitalized as a result of Injury.	0 days
	1-4 days
	5-9 days
	10-14 days
	15+ days

SUPPORTING DOCUMENTATION REQUIRED

Risk Factor Declaration

I, _____, from the City of _____
in the province of _____,

SOLEMNLY DECLARE:

1. I have not smoked cigarettes or cigars within two (2) years of my Eligible Injury.
2. I have not been diagnosed with alcoholism, alcohol dependence, or alcohol abuse, or a similar reference, within two (2) years of my Eligible Injury.
3. I have not ingested additional SGLT2 inhibitors known as dapagliflozin (Forxiga) and/or empagliflozin (Jardiance) within thirty (30) days of my Eligible Injury.
4. I am making a claim for an Acute Kidney Injury under the Invokana National Settlement Agreement and prior to suffering my Eligible Injury, I was **not** diagnosed with kidney disease.
(CROSS OUT THE ABOVE PARAGRAPH IF INAPPLICABLE)
5. I am making a claim for Lower Limb Loss under the Invokana National Settlement Agreement and prior to suffering my Eligible Injury, I was **not** diagnosed with **any** of the following:
 - (i) Peripheral vascular disease;
 - (ii) Diabetic neuropathy;
 - (iii) who underwent a lower limb amputation before my Eligible Injury; or
 - (iv) Charcot foot.(CROSS OUT THE ABOVE PARAGRAPH IF INAPPLICABLE)
6. I acknowledge and understand that this Risk Factor Declaration and any supporting documents will be utilized by the Claims Administrator in assigning points pursuant to the Invokana National Settlement Agreement Compensation Protocol.
7. I acknowledge that the provision of my medical records as required pursuant to the Invokana National Settlement Agreement Compensation Protocol may be reviewed by the Claims Administrator to confirm the contents of this Declaration.
8. After reviewing the information that has been supplied in this Declaration, I declare under penalty of perjury that the information provided in this Declaration is true and correct to the best of my knowledge, information and belief.
9. I hereby consent to the disclosure of the information contained herein to the extent necessary to process my claim. I hereby authorize the Claims Administrator to contact me as required in order to administer the claim.

Settling Claimant's Signature
(or Claimant Representative)

Printed Name of Settling Claimant
(or Claimant Representative)

Date

Signature of Witness

Printed Name of Witness

Date

Schedule "D"

INVOKANA® INVOKAMET® INVOKAMET XR® LITIGATION: NOTICE OF SETTLEMENT APPROVAL

PLEASE READ CAREFULLY. IGNORING THIS NOTICE WILL AFFECT YOUR LEGAL RIGHTS

This Notice contains a summary of some of the terms of the Settlement Agreement. All capitalized terms not otherwise defined have the meaning ascribed to them in the Settlement Agreement. If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

NOTICE OF SETTLEMENT APPROVAL

This is a notice for Class Members in the following Proceedings: *Estate of Raymond Duck v Janssen Inc. et al.*, Ontario Superior Court of Justice (London) Court File No. CV-18-00000570-00CP; *Ronald Allen Fiddler v Janssen Inc. et al.*, Court of King's Bench for Saskatchewan (Regina) Court File No. KGB-RG-02809-2015; and *Steven Varnai and Joanne Giroux v Janssen, Inc. et al.*, Superior Court of Quebec (District of Montreal – Class Actions) Court File No. 500-06-000906-186. The Proceedings raised various allegations against the Defendants and sought damages on behalf of Canadians for harm and injuries which were allegedly related to the use of Invokana®, Invokamet®, and Invokamet XR®. The Settlement of the Proceedings has been approved by the Courts.

WHO IS INCLUDED?

The Settlement applies to: (i) all persons resident in Canada on or before the dates between June 15 and 21, 2022 who were prescribed Invokana®, Invokamet®, and/or Invokamet XR® in Canada at any time on or before June 15, 2022 (in the case of a Saskatchewan Class Member), on or before June 16, 2022 (in the case of an Ontario Class Member), or on or before June 21, 2022 (in the case of a Quebec Class Member); and (ii) all persons who by virtue of a personal relationship to one or more of such persons described in (i) above have claims for common law or statutory damages.

SUMMARY OF THE SETTLEMENT

The Settlement provides for the payment of \$1,500,000 which will be used to pay approved claims, the related claims of the Provincial Health Insurers, the costs of notice and administering the settlement, and Class Counsel legal fees, disbursements, and applicable taxes.

The defendants deny all allegations and deny any wrongdoing or liability. The Court has not taken any position on the merits of the arguments of either the plaintiffs or the defendants, but has determined that the Settlement Agreement is fair, reasonable, and in the best interests of the Class Members. A term of the settlement is that the Proceedings will be dismissed or discontinued, which means that the lawsuit has come to an end, and there will be no trial.

PARTICIPATING IN THE SETTLEMENT

Class Members who satisfy the eligibility criteria set out in the Compensation Protocol may be entitled to benefits that will be calculated in accordance with the points system detailed in the Compensation Protocol.

Until all claims have been adjudicated it will not be possible to determine the exact value of the compensation that may be paid to eligible claimants.

The types of medical conditions that may qualify Class Members for compensation include acute kidney injury, diabetic ketoacidosis, and lower limb loss. You may be eligible for compensation under the Compensation Protocol if you began using or filled a prescription for Invokana®, Invokamet®, or Invokamet XR® prior to the dates below and experienced the relevant medical conditions prior to the dates below:

- for acute kidney injury, January 25, 2016;
- for diabetic ketoacidosis, May 31, 2016; and
- for lower limb loss, September 6, 2017.

You may also be eligible for compensation if you experienced the relevant medical conditions listed above within three (3) months after the corresponding dates above if (i) you started using Invokana®, Invokamet®, or Invokamet XR® at least 30 days before said dates, and (ii) you used it continuously from that date to the time of the medical condition, without having either attended your prescribing physician or had your prescription renewed.

Compensation will also be paid to eligible Class Members estates.

10% of the Settlement Amount will be allocated to a Provincial Health Care Recovery Fund for the recovery of costs of insured health or medical services by the Provincial Health Insurers.

Any undistributed balance of the settlement amount as determined by the Claims Administrator will be donated, *cy près* to an organization(s) to benefit diabetic health and research, as approved by the Courts and advised by Class Counsel, subject to any amounts payable to the *Fonds d'aide aux actions collective*.

MAKING A CLAIM

To make a claim under the Settlement, you must complete and submit a Claim Form (including the necessary supporting Injury Evidence and Prescription Evidence detailed in the Compensation Protocol) to the Claims Administrator before the <CLAIM DEADLINE>. If you do NOT submit your Claim on time, you will not be eligible for any benefits under the Settlement Agreement.

For further details on how claims will be evaluated, you should refer to the Compensation Protocol available at <http://www.invokanacanadasettlement.com/>.

The claim form requires that you provide medical records which can be time consuming to retrieve. **It is very important that you start this process as soon as possible, if you or your lawyer have not already done so.** You may wish to retain a lawyer to assist you in this process. You can retain Class Counsel or a lawyer of your choice.

LEGAL FEES

The Courts approved Class Counsel's legal fees in the amount of \$375,000.00 plus applicable taxes and disbursements in the amount of \$51,545.82 plus applicable taxes. Class Counsel were retained on a contingency basis and were responsible for funding all expenses incurred in pursuing this litigation.

FOR MORE INFORMATION

If you have questions about the Settlement or would like to obtain more information or copies of the Settlement Agreement, Compensation Protocol or other related documents, in English or French, please visit the settlement website at <http://www.invokanacanadasettlement.com/>, or contact the Claims Administrator or Class Counsel.

This Notice is a summary of the Settlement. You should consult the Settlement Agreement or contact Class Counsel or Trilogy Class Action Services for specific details as to your rights and obligations under the Settlement.

CLAIMS ADMINISTRATOR

Trilogy Class Action Services
Invokana Class Action Settlement
117 Queen Street, PO Box 1000
Niagara-on-the-Lake, ON L0S 1J0
Tel: 1-877-400-1211
Fax: 1-416-342-1761
inquiry@trilogyclassactions.ca

CLASS COUNSEL

Siskinds LLP
275 Dundas Street, Unit 1
P.O. Box 2520
London, Ontario, N6B 3L1
Tel.: (519) 672-2121
Fax: (519) 672-6065
Charles M. Wright
Email:
charles.wright@siskinds.com

Siskinds Desmeules, Avocats
43 Rue De Buade
Bureau 320
Quebec City, Quebec, G1R 4A2
Tel.: (418) 694-2009
Fax: (418) 694-0281
Erika Provencher
Email: recours@siskinds.com

Merchant Law Group LLP
100-2401 Saskatchewan Drive
Regina, Saskatchewan, S4P
4H8
Tel.: (306) 359-7777
Fax: (306) 522-3299
E.F. Anthony Merchant, K.C.
Email:
tmerchant@merchantlaw.com

PLEASE DO NOT CALL THE DEFENDANTS OR THE COURTS ABOUT THESE PROCEEDINGS.

This Notice has been approved by the Ontario Superior Court of Justice, the Court of King's Bench for Saskatchewan, and the Superior Court of Quebec

INVOKANA® INVOKAMET® INVOKAMET XR® LITIGATION: NOTICE OF SETTLEMENT APPROVAL

PLEASE READ CAREFULLY. IGNORING THIS NOTICE WILL AFFECT YOUR LEGAL RIGHTS

A Canada-wide settlement has been reached in three class actions relating to the prescription drugs Invokana®, Invokamet®, and Invokamet XR®. The Settlement of the Proceedings has been approved by the Courts. The Defendants deny all allegations and deny any wrongdoing or liability.

If you were prescribed Invokana®, Invokamet®, and Invokamet XR® on or before June 15, 2022 (in the case of a Saskatchewan Class Member), on or before June 16, 2022 (in the case of an Ontario Class Member), or on or before June 21, 2022 (in the case of a Quebec Class Member), you may be entitled to compensation if you also had experienced acute kidney injury, diabetic ketoacidosis, or lower limb loss, within the specified timeframes in the Settlement Agreement. The Settlement provides for the payment of \$1,500,000, which will be used to pay approved claims, the related claims of the Provincial Health Insurers, the costs of notice and administering the Settlement, and Class Counsel legal fees, disbursements, and applicable taxes.

The Court has approved a Compensation Protocol that determines which Class Members are eligible for compensation and in what amount. For more information about how compensation is determined, you should review the long form Notice, Compensation Protocol, Settlement Agreement and related documents at <http://www.invokanacanadasettlement.com/>, or contact the Claims Administrator or Class Counsel listed below.

PARTICIPATING IN THE SETTLEMENT

To make a claim for compensation under the Settlement Agreement, you must complete and submit a Claim Form (including the necessary supporting Injury Evidence and Prescription Evidence detailed in the Compensation Protocol) to the Claims Administrator before **<CLAIM DEADLINE>**. If you do NOT submit your Claim Form on time, you will not be eligible for any benefits under the Settlement Agreement.

The Claim Form requires that you provide medical records which can be time consuming to retrieve. It is very important that you start this process as soon as possible, if you or your lawyer have not already done so. You may wish to retain a lawyer to assist you in this process. You can retain Class Counsel or a lawyer of your choice.

FOR MORE INFORMATION

If you have questions about the Settlement and/or would like to obtain more information, please visit <http://www.invokanacanadasettlement.com/> or contact the Claims Administrator or Class Counsel.

Trilogy Class Action Services
Invokana Class Action Settlement
117 Queen Street, PO Box 1000
Niagara-on-the-Lake, ON L0S 1J0
Tel: 1-877-400-1211
Fax: 1-416-342-1761
inquiry@trilogyclassactions.ca

CLASS COUNSEL

Siskinds LLP
275 Dundas Street, Unit 1
P.O. Box 2520
London, Ontario, N6B 3L1
Tel.: (519) 672-2121
Fax: (519) 672-6065
Charles M. Wright
Email:
charles.wright@siskinds.com

Siskinds Desmeules, Avocats
43 Rue De Buade
Bureau 320
Quebec City, Quebec, G1R 4A2
Tel.: (418) 694-2009
Fax: (418) 694-0281
Erika Provencher
Email: recours@siskinds.com

Merchant Law Group LLP
100-2401 Saskatchewan Drive
Regina, Saskatchewan, S4P
4H8
Tel.: (306) 359-7777
Fax: (306) 522-3299
E.F. Anthony Merchant, K.C.
Email:
tmerchant@merchantlaw.com

Please do not call the Defendants or the Courts about these Proceedings.

This Notice has been approved by the Ontario Superior Court of Justice, the Court of King's Bench for Saskatchewan, and the Superior Court of Québec

Siskinds LLP, Merchant Law Group LLP and Siskinds Desmeules, Avocats
Announce the Settlement of Invokana®, Invokamet® and/or Invokamet XR®
Class Action Litigation

PLEASE READ CAREFULLY. IGNORING THIS NOTICE WILL AFFECT YOUR LEGAL RIGHTS

LONDON, REGINA, QUEBEC CITY: Charles M. Wright of Siskinds LLP, E.F. Anthony Merchant K.C. of Merchant Law Group, and Erika Provencher of Siskinds Desmeules, Avocats announce that a Canada-wide settlement has been reached in three class actions relating to the prescription drugs Invokana®, Invokamet®, and Invokamet XR®. The Settlement of the Proceedings has been approved by the Courts. The Defendants deny all allegations and deny any wrongdoing or liability.

If you were prescribed Invokana®, Invokamet®, and Invokamet XR® at any time on or before June 15, 2022 (in the case of a Saskatchewan Class Member), on or before June 16, 2022 (in the case of an Ontario Class Member), or on or before June 21, 2022 (in the case of a Quebec Class Member), you may be entitled to compensation if you also had experienced acute kidney injury, diabetic ketoacidosis, or lower limb loss, within the specified timeframes in the Settlement Agreement. The Settlement provides for the payment of \$1,500,000, which will be used to pay approved claims, the related claims of the Provincial Health Insurers, the costs of notice and administering the settlement, and Class Counsel legal fees, disbursements, and applicable taxes.

The Court has approved a Compensation Protocol that determines which Class Members are eligible for compensation and in what amount. For more information about how compensation is determined, you should review the long-form Notice, Compensation Protocol, Settlement Agreement and related documents at <http://www.invokanacanadasettlement.com>

To make a claim for compensation under the Settlement Agreement, you must complete and submit a Claim Form (including the necessary supporting evidence detailed in the Compensation Protocol) to the Claims Administrator before **<CLAIM DEADLINE>**. If you do NOT submit your Claim Form on time, you will not be eligible for any benefits under the Settlement Agreement.

The claim form requires that you provide medical records which can be time consuming to retrieve. **It is very important that you start this process as soon as possible, if you or your lawyer have not already done so.** You may wish to retain a lawyer to assist you in this process. You can retain Class Counsel or a lawyer of your choice.

CONTACT

This is an abbreviated notice. For the complete notice, including information on benefits that may be available through the Settlement, and to obtain a copy of the Settlement Agreement, the Compensation Protocol, and a Claim Form visit <http://www.invokanacanadasettlement.com/> or contact:

Trilogy Class Action Services
Invokana Class Action Settlement
117 Queen Street, PO Box 1000
Niagara-on-the-Lake, ON L0S 1J0

Tel: 1-877-400-1211
Fax: 1-416-342-1761
inquiry@trilogyclassactions.ca

Please do not call the Defendants or the Courts about these Proceedings.

*This Notice has been approved by the Ontario Superior Court of Justice,
the Court of King's Bench for Saskatchewan, and the Superior Court of Quebec*

Schedule "E"

NOTICE PLAN

All capitalized terms not otherwise defined have the meaning ascribed to them in the Settlement Agreement. The Settlement Approval Notice (“**Notice**”) shall be disseminated as follows:

1. The Notice (long form) will be sent by email or direct mail by Class Counsel to any person who has requested it or who has inquired about the Proceedings or who has registered to receive updates through Class Counsel’s websites. Where the person is located in Quebec (or otherwise specifically requests), the Notice will be sent in English and French;
2. The Notice (long form) will be sent by email to each of the Provincial Health Insurers by Class Counsel;
3. The Notice (long form) will be posted by Class Counsel, in English and French, on their websites;
4. The Notice (long form) will be posted by the Claims Administrator, in English and French, on the designated website www.invokanacanadasettlement.com;
5. A national press release, in a form to be agreed upon by the Defendants, will be issued in English and French;
6. The Notice (short form, ¼ page) will be published once, in the weekend edition of the following newspapers:
 - a. The National Post (English);
 - b. Le Journal de Montreal (French);
 - c. Regina Leader Post (English);
 - d. Saskatoon Star Phoenix (English);
 - e. St. John’s Telegram (English);
 - f. Telegraph Journal (English); and
 - g. Halifax Chronicle Herald (English);

7. Digital Banner Notice of the Settlement approval (digital display banner ads), in a form to be agreed upon by the Defendants, will be available for ten (10) business days on the following digital news outlets:
 - a. The National Post and their other media properties of the Postmedia Network (in English); and
 - b. La Presse (in French).

THE ESTATE OF RAYMOND DUCK,
by his Estate Trustee, Beverly Millikin
Plaintiff

JANSSEN INC., et al
and
Defendants

Court File No. CV-18-00000570-CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at London
Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(SETTLEMENT AND FEE APPROVAL)**

SISKINDS LLP
Barristers & Solicitors
275 Dundas St., Unit 1
London, ON N6B 3L1

Charles M. Wright
(LSO # 36599Q)
charles.wright@siskinds.com
Tel: (519) 660-7753
Fax: (519) 672-6065

MERCHANT LAW GROUP LLP
Barristers & Solicitors
116 Albert Street, Suite 300
Ottawa, ON K1P 5G3

Evatt Merchant, KC
(LSO # 51811C)
emerchant@merchantlaw.com
Tel: (613) 366-2795
Fax: (613) 366-2793

Lawyers for the Plaintiff