

**CANADIAN ALLERJECT® RECALL CLASS ACTIONS
AMENDMENT TO NATIONAL SETTLEMENT AGREEMENT**

Made as of October 3, 2018

between

TIM NATROP and FRANCOIS MICHAUD

(the "Plaintiffs")

and

SANOFI-AVENTIS CANADA INC.

("Sanofi Canada")

and

MEDIVATIVE TECHNOLOGIES LLC

("Medivative")

**CANADIAN ALLERJECT® CLASS ACTIONS
AMENDMENT TO NATIONAL SETTLEMENT AGREEMENT**

RECITALS

WHEREAS on March 8, 2018, the Plaintiffs, Sanofi Canada and Medivative (collectively, the Parties) entered into a National Settlement Agreement with respect to the Canadian Allerject® Recall Class Actions (the **National Settlement Agreement**);

AND WHEREAS the Parties wish to amend the National Settlement Agreement on the terms set out herein;

AND WHEREAS, with the exception of the amendments set out below, the terms of the National Settlement Agreement shall remain in force as of the effective date of that agreement;

AND WHEREAS capitalized terms used in this Amendment to National Settlement Agreement without definition are so used as defined in the National Settlement Agreement;

NOW THEREFORE in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the National Settlement Agreement shall be amended, subject to the approval of the Courts, on the following terms and conditions:

SECTION 1. AMENDMENTS

1. Exhibits C as referred to in the National Settlement Agreement shall be replaced in the form of Exhibit C attached to this Amendment to National Settlement Agreement.

2. **SECTION 1. Definitions**

a) The definition of "Settlement Agreement" shall be amended and replaced with the following definition:

"Agreement" or "Settlement Agreement" means the Settlement Agreement and the Amendment to National Settlement Agreement, including the recitals and all Exhibits attached thereto,

b) The definition of "Pre-Approval Notice Date" shall be amended and replaced with the following definition:

"Pre-Approval Notice Date" shall mean the date on which the final Pre-Approval Notice is published in any of the newspapers outlined in the Notice Program,

c) The definition of "Notice Expenses" shall be amended and replaced with the following definition:

"Notice Expenses" means the reasonable costs and expenses incurred, but not exceeding \$75,000, in connection with preparing, printing, mailing, disseminating, posting, emailing, internet hosting and/or publishing the Pre-Approval Notice and Settlement Notice, and all other aspects of administering the Notice Program. The

costs and expenses incurred in connection with the administration of the Notice Program in excess of \$75,000 will be assumed directly by the Defendants.

d) The definition of "Release Claims" shall be amended to read:

"Released Claims" means:

- (a) For Public Health Insurers, all Public Health Insurance Claims arising from the use of an Allerject Device by or on Settlement Class Members; and
- (b) For all other Releasers, any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, penalties, and lawyers' fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, that the Releasers, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct anywhere, from the beginning of time to the date hereof, in respect of the producing design, sale, marketing, advertising, manufacture, distribution, donation, purchase, recall, withdrawal from sale, possession, handling, ingestion, exposure, or use of an Allerject Device or relating to any conduct alleged (or which could have been alleged) in the Proceedings including, without limitation, any such claims that have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of the purchase of the Allerject Device.

3. **SECTION 4. SETTLEMENT FUND**

a) Section 4(2)(a) of the National Settlement Agreement is hereby amended by restating such paragraph in its entirety as follows:

All Honoraria, Claims Administration Expenses and all Notice Expenses, and any applicable taxes, shall be paid from the Settlement Fund.

b) Section 4(3)(a) of the National Settlement Agreement is hereby amended by restating such paragraph in its entirety as follows:

If the value of the amounts payable as set out in paragraph 1 of this section exceed the dedicated aggregate amount in the Settlement Fund after the Honoraria, Claims Administration Expenses and Notice Expenses and all applicable taxes in relation to each have been deducted, claims will be paid on a pro rata basis to satisfy Level A Claims and Level B Claims.

For greater certainty, the Defendants shall not be required to pay any amount in addition to the CDN \$200,000 paid into the Settlement Fund pursuant to this Settlement Agreement to satisfy Claims or expenses, with the only exception being amounts paid to satisfy the Public Health Insurance Claims (set out below) or Notice Expenses in excess of \$75,000.

c) The following additional paragraph shall be added as section 4(4)(a) of the National Settlement Agreement:

Public Health Insurance Claims

In connection with each Level A and Level B Claim paid from the Settlement Fund, a Public Health Insurer of the province in which the Settlement Class Member was resident as of the date they submitted their Claim Form shall be entitled to be paid from the Settlement Fund as follows, (I) for each Level A Claim, \$100 per claim and (II) for each Level B Claim, \$200 per claim.

The Public Health Insurance Claims shall be paid out of the Settlement Funds after the payment of the Claims, Honoraria, Claims Administration Expenses, all Notice Expenses (other than Additional Notice Costs), and any applicable taxes.

To the extent that there are not sufficient funds in the Settlement Fund to satisfy the **total** Public Health Insurance Claims after deducting all Honoraria, Administration Expenses, Notice Expenses and taxes, the Defendants shall pay the amount of the Public Health Insurance Claims shortfall up to \$25,000.

If the Public Health Insurance Claims shortfall exceeds \$25,000 in total, the Public Health Insurance Claims shall be paid pro-rata to the respective Public Health Insurer in a share equal to the total amount of the claims divided by \$25,000.

The Claims Administrator shall be responsible for administering the Public Health Insurance Claims. If payments are made to any Public Health Insurers, the Claims Administrator will obtain a specific signed release from the Public Health Insurer.

4. **SECTION 6. CLAIMS DEADLINES, CLAIMS FORMS, AND ADMINISTRATION**

- a) All reference to "Public Health Insurance Claims" and "Public Health Insurers" shall be deleted from each subsection of section 6 of the National Settlement Agreement, with the balance of the provisions remaining unchanged.
- b) Section 6(d) of the National Settlement Agreement shall be deleted in its entirety.

5. **SECTION 8. NOTICES TO SETTLEMENT CLASSES**

- a) Section 8(3) of the National Settlement Agreement shall be deleted in its entirety.

6. **SECTION 12. MISCELLANEOUS**

- a) Under section 12(18) of the National Settlement Agreement, the contact information for counsel for Sanofi Canada shall be amended as follows and the balance of section 12(18) shall remain unchanged:

For Sanofi Canada:

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4
Tel: (416) 216-4046

Fax: (416) 216-3930

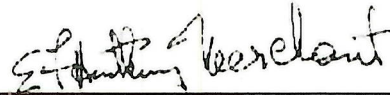
Email: randy.sutton@nortonrosefulbright.com

Attention: Randy Sutton

7. **Date of Execution**

- a) The Parties have executed this Settlement Agreement as of the date on the cover page.

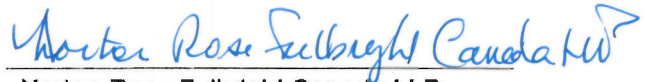
MERCHANT LAW GROUP LLP



Merchant Law Group LLP

For Tim Natrop and Francois Michaud
and the classes they represent

NORTON ROSE FULBRIGHT CANADA LLP



Norton Rose Fulbright Canada LLP
for Sanofi

LANGLOIS LAWYERS LLP



Langlois Lawyers LLP
for Medivative

EXHIBIT C – NOTICE PROGRAM

Natrop v. Sanofi-Aventis Canada Inc, et al; QBG 2757 of 2015 (Saskatchewan)
Michaud c. Sanofi-Aventis Canada et al., 500-06-000772-158 (Quebec)

Paul Battaglia, President of Trilogy Class Action Services ("Trilogy") proposes the following method of dissemination of the Notice through conventional print and social media to the Settlement Class Members regarding the Pre-Approval Motion and Settlement Motion ("Notice Program"), and the procedures to object, opt-out or file a claim as a Settlement Class Member ("Claims Administration").

The Plaintiff's Counsel and Defence Counsel will retain Trilogy to design and implement the Notice Program to disseminate the Notice to Settlement Class Members and to receive opt-out forms or other written documentation from any Settlement Class Member. The Plaintiffs and Defence Counsel will also ask that the Court appoint Trilogy as the Claims Administrator.

Class Action Notice Program

Due to the nature and size of the class and settlement, a cost-effective, print, digital and social media strategy will be employed for both Notice Programs.

The Notice Programs will consist of a Short Form Notice and a Long Form Notice (the "Notices").

The Notices will be written in both English and French to inform Settlement Class Members of the settlement approval hearing, opt-out deadline, the Settlement and claims process and the Extended Exchange Program to be disseminated as agreed to by the parties and approved by the Courts.

All Notices will include a toll-free number, email addresses, website addresses, post office box address, and fax number for the objection, opt-out and claims administration.

Trilogy will execute two separate Notice Programs

1) **To provide Settlement Class Members adequate notice of the pending settlement and provide Settlement Class Members the options in regards to objecting or opting-out of the Settlement:** The Opt-Out Deadline is 30 days after the Pre-Approval Notice is published and any opt-out notices shall be delivered to both Plaintiffs' and Defendants' Counsel within 1 business day after the Opt-Out Deadline.

2) **To notify Settlement Class Members once the Settlement has been finalized and to file a Claim Form:** The objective of the Notice Program is to provide adequate notice of the Settlement and provide important information to Settlement Class Members, including the claims administration protocol. Settlement Class Members will be notified of the existence and terms of the Extended Exchange Program through the Notice approved by the Court.

To effect the Notice Program, Trilogy shall:

1. Establish, maintain and monitor a toll-free telephone line for Settlement Class Members' inquiries (in French and English).
2. Establish, maintain and monitor a post office box for receipt of documentation related to the class action.
3. Establish, maintain, and monitor a dedicated e-mail address to which Settlement Class Members may direct written inquiries.
4. Format the Notice to facilitate electronic versions of the notices for digital means.
5. Create and maintain a database for all communication and contact with Settlement Class Members.
6. Establish a web site address which will contain the Short Form Notice, Long Form Notice, as well as necessary forms, information on hearing dates, deadlines, and contact information for Trilogy Class Action Services and class counsel, Merchant Law Group LLP.
7. Publish the Short Form Notice in the following newspapers through placing two advertisements in each publication, at least 5 days apart, on a weekday:
 - a. The National Post (in English);
 - b. Montreal Gazette (in English);
 - c. Journal de Québec (in French);
 - d. The Globe and Mail (national edition) (in English);
 - e. The Vancouver Sun (in English);
 - f. Journal de Montreal (in French); and
 - g. The Toronto Star (in English).
8. Execute digital social media advertising campaigns for a minimum of two weeks prior to (i) the opt-out settlement approval hearing, and (ii) the finalization of the Settlement and the deadline to file a Claim Form, by:
 - a. utilizing sponsored advertising tools, being text and display banner adverts, known as display advertising containing headlines about the certification or settlement of the class action on various websites and platforms such as Twitter, Facebook, LinkedIn, Google, and other websites or mobile apps, to serve advertisements relating to the notice to relevant populations including Canadian consumers, pharmacists, and physicians; and,
 - b. establishing accounts on the LinkedIn, Twitter, and Facebook social media services to provide targeted advertising of the notices to Canadian consumers, pharmacists, and physicians.