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COURT FILE NUMBER	2001-07073
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFFS	THE CITY OF GRAND PRAIRIE and THE CORPORATION OF THE CITY OF BRANTFORD
DEFENDANTS	MYLAN PHARMACEUTICALS ULC, and OTHERS

Clerk's Stamp

JUDICIAL CENTRE OF CALGARY
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Aug 26, 2026
3:29 PM
CLERK OF THE COURT

Brought under the Class Proceedings Act

DOCUMENT **Settlement Approval Order**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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DATE ON WHICH ORDER WAS PRONOUNCED:	**August 25, 2026**
NAME OF JUDGE WHO MADE THIS ORDER:	**The Honourable Justice Glen H. Poelman**
LOCATION OF HEARING:	**Calgary, Alberta**

UPON THE Application of the Plaintiffs for an Order to approve the Settlement Agreement made with the Defendant, Mylan Pharmaceuticals ULC ("Mylan"), to settle this action (the "Settlement Agreement") as a settlement class proceeding pursuant to Sections 4, 5(5), 35(2) and 35(4) of the *Class Proceedings Act*, S.A. 2003, c. C-16.5 (the "*Class Proceedings Act"*);

AND UPON reading the Application, filed, including:

(a) The Settlement Agreement attached to this order as **Appendix "A";**
(b) The affidavit of Adam Bordignon, affirmed July 31, 2026, and the exhibits referred to therein;
(c) The affidavit of Joanne Manley, affirmed July 29, 2026;
(d) The supplemental affidavit of Adam Bordignon, affirmed August 12, 2026, and the exhibits referred to therein;

AND UPON READING this Court's Notice Approval Order dated October 14, 2025, which conditionally certified this Action as against Mylan for settlement purposes only, and ordered that the Class be notified in accordance with the Notice Plan;

AND UPON BEING ADVISED that the Notice Plan was executed in accordance with the Notice Approval Order and that the Opt-Out Period has now expired;

AND UPON BEING ADVISED that this Application has been served on Mylan and the Non-Settling Defendants via email correspondence, and which is hereby deemed valid service;

AND ON BEING ADVISED that the Plaintiffs and Mylan consent to this Order, and the Non-Settling Defendants take no position;

AND UPON HEARING the submissions of Class Counsel, Counsel for Mylan, and Counsel for Non-Settling Defendants;

AND without any admission of liability on the part of the Mylan Defendants, who have denied any and all liability;

IT IS HEREBY ORDERED THAT:

Interpretation

1. The Settlement Agreement is hereby incorporated by reference into and forms part of this Order. The definitions set out in the Settlement Agreement also apply to and are incorporated into this Order.

2. In the event of any conflict between the Settlement Agreement and this Order, this Order shall prevail.

3. The insertion of headings into this Order is for convenience of reference only and shall not affect the construction or interpretation of this Order or the Settlement Agreement.

Class Notice

4. The Notice Administrator has published and disseminated the Class Notice in accordance with the Notice Plan and the Notice Approval Order dated October 14, 2025.

5. The publication and dissemination of the Class Notice first occurred on October 17, 2025, and that date is hereby declared to be the Class Notice Date.

6. The publication and dissemination of the Class Notice by the Notice Administrator has satisfied the requirements of Canadian principles of natural justice and the notice requirements of Section 20 of the *Class Proceedings Act*.

Certification of the Class Proceeding for Settlement Purposes

7. The Action is hereby certified as against Mylan as a class proceeding, for settlement purposes only, on the terms and conditions set out in this Order and in the Settlement Agreement.

8. As set forth in the Settlement Agreement, the Class is defined as:

   "Class" means the Plaintiffs and every Canadian municipality and local government of any kind and includes, without limitation, every county, regional municipality, regional district, regional county municipality, town, city, village, rural municipality, parish council or government, rural municipality, township, hamlet, borough, ville, arrondisement, local services board or local service district anywhere within Canada. **"Class"** is intended to be interpreted broadly and also includes any agency, subdivision or special-purpose body of any of the foregoing, or any similar governmental body or entity. **"Class"** excludes, however, all Indigenous, Metis, First Nation and Inuit communities and governments in Canada.

9. The Action is certified as a class proceeding on the basis that the following issue is common to the Settlement Class:

   > Did Mylan breach a common law, Quebec civil law, equitable, customary law, or statutory duty owed to the Settlement Class Member?

10. The Plaintiffs' appointment as the representative plaintiffs in this class proceeding is hereby confirmed.

11. The claims asserted on behalf of the Class are claims for damages for breach of the *Competition Act*, R.S.C. 1985, c. C-34, negligence, nuisance, and conspiracy.

12. This Order, including without limiting the generality of the foregoing, the deemed service on the Parties, the certification of this Action against Mylan, the confirmation of the appointment of the representative plaintiffs, the claims asserted by the Plaintiffs, the definition of "Class", and the identification of a common issue, except as expressly provided in paragraphs 31-33 is without prejudice to and is not intended to and shall not limit, restrict, or affect any defence, argument, right or position a Non-Settling Defendant has asserted or taken or may assert or take in this or any other proceeding on any issue, including whether this action or any other action should be certified as a class proceeding for purposes other than those set out in this Order and any challenges to jurisdiction of any type. For greater certainty, this Order, any reasons issued in support of this Order and the certification of this action as against Mylan for settlement purposes only shall, except to the extent set out in paragraphs 31-33 of this Order, have no effect on this Court's ruling in the continuing prosecution of this action or any other proceeding.

13. The requirement for notice to the Class Members that the action has been certified as a class proceeding as against Mylan is hereby dispensed with.

Settlement Approval

14. The Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class, and it is hereby approved pursuant to Section 35 of the *Class Proceedings Act*.

15. The Settlement Agreement shall be implemented and enforced in accordance with its terms.

16. This Order and the Settlement Agreement are binding upon the Settlement Class.

17. In the event of any conflict between the French and English language version of the Settlement Agreement, the English version shall prevail.

Released Claims

18. It is hereby declared that each Releasor has released and shall be conclusively deemed to have forever and absolutely released, acquitted, and discharged the Releasees from the Released Claims.

19. The use of the term "**Released Claims**" in this Order does not constitute a release of claim by those Settlement Class Members from any province or territory where the release of one tortfeasor is a release of all tortfeasors. Instead of releasing the Released Claims against all Releasees, upon the Effective Date, each Settlement Class Member from any province or territory where the release of one tortfeasor is a release of all tortfeasors, is hereby deemed to covenant and undertake not to make any claim in any way nor to

threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

No Admission of Liability

20. Nothing in this Order shall be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or an admission of any wrongdoing or liability by the Mylan Defendants or any other Releasee, or an admission of the truth of any of the claims or allegations contained in this class action, its pleadings, or any other pleading filed by the Plaintiffs in any other litigation.

Jurisdiction and Application for Directions

21. It is hereby declared that the Plaintiffs and Mylan have acknowledged the jurisdiction of this Court in this class action and have attorned 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.

22. For the purposes of administration and enforcement of this Order and the Settlement Agreement, this Court will retain an ongoing supervisory role.

23. Any of the Plaintiffs, Mylan, or the Non-Settling Defendants may apply, on notice to all parties, to this Court for directions in respect of the implementation or administration of this Order or the Settlement Agreement.

Dismissal of the Action

24. This Action is hereby dismissed as against Mylan, Mylan II B.V. and Meda Pharma B.V. on a with prejudice and without costs basis, and any notice requirements pursuant to section 35(7) of the *Class Proceedings Act* other than those which were previously approved and executed pursuant to the Notice Approval Order, are hereby dispensed with.

25. Upon the Effective Date, each of the Releasors shall be deemed to have consented to a dismissal as against the Releasees of any other actions or proceedings commenced by or on behalf of a Settlement Class Member in respect of the Released Claims, without costs and with prejudice.

26. No Releasor shall now or hereafter threaten, institute, pursue, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, any action, suit, cause of action, claim, proceeding, complaint or demand against or collect or seek to recover from any Releasee or any other Persons 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.

27. Except as provided in the Settlement Agreement, or otherwise required by law, no Releasor may directly or indirectly assist with respect to any claim made or action commenced by any Person against the Releasees, which relates to the Covered Conduct

or 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.

28. No Releasor may file, commence, prosecute or participate as a plaintiff, claimant, or class member in any lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any other person (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the Released Claims.

29. With the exception of steps that are necessary to effect a settlement already entered with Mylan in respect of two proceedings commenced in the Court of King's Bench for Saskatchewan and identified, respectively, by court file nos. QB 72/21 and KGB-PA-00210-2023, Class Counsel will not commence or prosecute any lawsuits against the Releasees related to the Released Claims, nor will they disparage the Releasees.

30. Nothing in this Order prohibits the continuation of any claim by any Releasor against Persons other than the Releasees in the National Municipalities & Local Governments Class Action.

Bar Orders

31. Subject only to the terms of paragraph 33 of this Order, all claims for contribution, indemnity or other claims over against a Releasee, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes, fees and costs, relating directly or indirectly to the Released Claims, which were or could have been brought in the National Municipalities & Local Governments Class Action or otherwise, or could in the future be brought on the basis of the same events, actions and omissions underlying the National Municipalities & Local Governments Class Action or otherwise, by any Non-Settling Defendant(s) or any other Person who is not a Releasee against a Releasee, or by a Releasee against any Non-Settling Defendant or any other Person, are barred, prohibited and enjoined in accordance with the terms of this Order.

32. In respect of all claims (except a claim pursuant to section 36 of the *Competition Act*, R.S.C. 1985, c. C-34, which shall be subject to this provision only if the Court determines there is a right of contribution, indemnity or any other claims over, whether in equity or in law, Quebec civil law, by statute or otherwise):

    i. The Plaintiffs and the other Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or any other Person or party that is not a Releasee, that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, monetary award, taxes, interest, costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*, R.S.C. 1985, c. C-34), and any other recovery relating to or arising from, directly or indirectly, the Released Claims, that corresponds to the proportion of any judgment that, had they not settled, any Canadian superior court

would have apportioned to the Releasees in this action, at trial or otherwise (the "Proportionate Liability of the Releasees").

ii. The Plaintiffs and the other Settlement Class Members shall limit their claims against the Non-Settling Defendants or any other Persons or parties who are not Releasees to not include, and shall not seek to recover from those other parties, that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, monetary award, taxes, interest, costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*, R.S.C. 1985, c. C-34), and any other recovery relating to or arising from, directly or indirectly, the Released Claims, that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise.

iii. Any Superior Court shall have full authority to determine, in accordance with procedures that the Court may specify, the Proportionate Liability of the Releasees, whether or not the Releasees are parties or appear at the trial or other disposition, and any determination in respect of the Proportionate Liability of the Releasees shall only apply in such proceedings and shall not be binding on the Releasees in any other proceedings.

33. Nothing in this Order or the Settlement Agreement shall bar any claim by any Non-Settling Defendant against any Releasee (or by any Releasee against any Non-Settling Defendant) for contribution, indemnity or other claim over in respect of any claim asserted by or on behalf of any corporation, natural person, or government entity that is not a Settlement Class Member. And, nothing in this Order shall bar any Releasee from asserting any response or defense to any such claim by any Non-Settling Defendant, or bar any Non-Settling Defendant from asserting any response or defense to any such claim by any Releasee. Further, for greater certainty, nothing in this Order or the Settlement Agreement shall bar: (i) any claim by any Non-Settling Defendant against any Releasee that is a claim based on a contractual indemnity provided by any Releasee in favour of any Non-Settling Defendant, provided that such Non-Settling Defendant may not claim or recover from any Releasee indemnity for that which the Plaintiffs and Settlement Class Members are prohibited from claiming or recovering from the Non-Settling Defendants by virtue of paragraph 32(i) of this Order; (ii) any claim by any Releasee against any Non-Settling Defendant that is a claim based on a contractual indemnity provided by any Non-Settling Defendant in favour of any Releasee, provided that such Releasee may not claim or recover from any Non-Settling Defendant indemnity for that which the Plaintiffs and Settlement Class Members are prohibited from claiming or recovering from the Non-Settling Defendants by virtue of paragraph 32(i) of this Order; or, (iii) any Releasee or any Non-Settling Defendant from asserting any response or defence to any such contractual indemnity claim.

34. A Non-Settling Defendant may on application to this Court (or any other Superior Court with jurisdiction) brought on at least thirty days of notice to Mylan, seek an order as if Mylan were a party to this action adverse in interest to the Non-Settling Defendant, for

document disclosure from, leave to serve a notice to admit on, oral examination of, or the production of a representative to testify at trial from Mylan. A Non-Settling Defendant may serve such an application on Mylan by service on counsel of record for Mylan. Nothing in this Order or the Settlement Agreement shall prejudice the right of the Mylan to raise any issues or defenses with respect to any such proceeding or application.

35. Any documents that Mylan produces to the Plaintiffs or the other Settlement Class Members for the purpose of this Action, whether or not certified, shall be produced to the Non-Settling Defendants simultaneously for the purpose of this Action, whether or not certified, provided that Mylan will not bear any unexpected costs (exclusive of legal costs) in respect of that production, and Mylan will not object to a request by the Non-Settling Defendants to obtain a copy of any transcripts of examinations under oath conducted in this Action, whether or not certified, by the Plaintiffs or any other entity bound by the Settlement Agreement.

36. Nothing in this Order is intended to or shall limit, restrict, or affect any arguments or positions that the Non-Settling Defendants or other persons have advanced or may advance regarding the reduction of any assessment of damages (including punitive damages, if any), restitutionary award, disgorgement of profits, monetary award, interests, taxes, costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*, R.S.C. 1985, c. C-34), and any other recovery or judgment against them in favour of the Plaintiffs or the Settlement Class Members in this Action or otherwise or under the Quebec Civil Code.

Publication of this Order

37. Class Counsel shall forthwith publish a copy of this Order on the Website together with a brief statement that the Settlement Agreement has been approved in accordance with this Order. There shall be no other notice-giving obligations on either of the Parties or the Notice Administrator in relation to the settlement class certification or dismissals that are the subject of this Order.

Fees

38. Class Counsel Fees in the amount of $41,662.50 plus GST and reasonable disbursements in relation to the Approval Applications are hereby approved.

39. Class Counsel Fees shall be paid out of the Settlement Amount.

Costs

40. No costs are ordered on this application.

Service

41. Service of this Application on the Parties to this Action is hereby deemed good and sufficient service of the Application.



The Honourable Justice Glen H. Poelman
of the Court of King's Bench of Alberta

APPENDIX "A"

APPENDIX "A"

COURT FILE NUMBER	2001-07073
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFFS	THE CITY OF GRAND PRAIRIE and THE CORPORATION OF THE CITY OF BRANTFORD
DEFENDANTS	MYLAN PHARMACEAUTICALS ULC, and OTHERS
	Brought under the *Class Proceedings Act*

DOCUMENT

National Municipalities & Local Governments Class Action Settlement Agreement Between:

THE CITY OF GRANDE PRAIRIE AND
THE CORPORATION OF THE CITY OF BRANTFORD
and
MYLAN PHARMACEUTICALS ULC

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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1. RECITALS

1.1. **WHEREAS** the Plaintiffs are putative representative plaintiffs in the National Municipalities & Local Governments Class Action;

1.2. **AND WHEREAS,** in the National Municipalities & Local Governments Class Action, the Plaintiffs allege that the Defendants' conduct in the distribution, promotion, marketing and sale of Products resulted in an increase in the prescription, sale, and use of Products in Canada, and seek, among other things, class-wide compensation for Abatement Costs related to opioid dependency and addiction in Canada, pursuant to a number of legal theories;

1.3. **AND WHEREAS** the National Municipalities & Local Governments Class Action is brought by the Plaintiffs on their own behalf and on behalf of the Class;

1.4. **AND WHEREAS** Mylan sold certain Products in Canada, although in limited quantities;

1.5. **AND WHEREAS** Mylan denies the allegations made as against it in the National Municipalities & Local Governments Class Action, and believes it has good and valid defences in respect of those claims, which will be asserted should the National Municipalities & Local Governments Class Action continue against the Mylan Defendants;

1.6. **AND WHEREAS** despite its firm belief that it is not liable in respect of the allegations made against it and that it has good and valid defences to those allegations, Mylan has negotiated and entered into this Settlement Agreement to avoid the further expense, inconvenience and distraction of burdensome and protracted litigation;

1.7. **AND WHEREAS** the Plaintiffs assert that they are adequate class representatives for the National Municipalities & Local Governments Class Action and seek to be appointed as the Representative Plaintiffs;

1.8. **AND WHEREAS** the Plaintiffs shall, at their own expense, seek Orders from the Court of King's Bench of Alberta, by filing the Approval Applications;

1.9. **NOW THEREFORE,** in consideration of the covenants, agreements and releases set forth in this Settlement Agreement and for the good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the National Municipalities & Local Governments Class Action shall be settled and dismissed as against the Mylan Defendants, with prejudice and without costs, and without any admission of liability whatsoever by the Mylan Defendants, subject to the approval of the Court on the following terms and conditions:

2. **DEFINITIONS**

2.1. **"Abatement Costs"** means any expenditures associated with opioid abuse, addiction, overdoses, or withdrawal and includes (without limitation) the costs of: (i) police, emergency, fire, health, prosecution, rehabilitation, and other services related to crime, social disturbances, domestic violence, and opioid overdoses; (ii) emergency paramedic services, including pre-hospital care and hospital transportation to municipal residents and occupants suffering from opioid addiction and overdose; (iii) purchasing methadone, naloxone, and opioids to provide as a medically appropriate emergency response for opioid use; (iv) cleanup and surveillance of public streets, parks, and private residences for illicit opioids-related activity; (v) emergency shelter and low income housing for the homeless; (vi) establishing public health programs to respond to the use of opioids; (vii) services for families impacted by opioid addiction and abuse; (viii) community outreach and education workshops; (ix) opioid addiction behaviour modification services, including opioid abuse therapy, harm reduction, and overdose prevention services to opioid addicts within the community; (x) costs incurred to address opioid use or misuse in schools; and, (xi) salaries for personnel to staff opioid response departments.

2.2. **"Approval Applications"** means the Notice Approval Application and the Settlement Approval Application.

2.3. **"Class"** means the Plaintiffs and every Canadian municipality and local government of any kind and includes, without limitation, every county, regional municipality, regional district, regional county municipality, town, city, village, rural municipality, parish council or government, rural municipality, township, hamlet, borough, ville, arrondisement, local services board or local service district anywhere within Canada. **"Class"** is intended to be interpreted broadly and also includes any agency, subdivision or special-purpose body of any of the foregoing, or any similar governmental body or entity. **"Class"** excludes, however, all Indigenous, Metis, First Nation, and Inuit communities and governments in Canada.

2.4. **"Class Counsel"** means the law firm of Napoli Shkolnik Canada.

2.5. **"Class Counsel Fees"** means the fees of Class Counsel approved by the Court, and any applicable taxes or charges thereon, including any amounts payable as a result of this Settlement Agreement.

2.6. **"Class Member"** means an individual member of the Class.

2.7. **"Class Notice"** means the notice of settlement of the National Municipalities &

Local Governments Class Action and Settlement Approval Hearing Date, substantially in the form of **Schedule "B"** attached hereto and as approved by the Court, to be disseminated as the only notice to Class Members required in relation to the settlement class certification, settlement approval, and dismissals and in accordance with the Notice Plan.

2.8. **"Class Notice Date"** means the date that the Class Notice is first published and/or disseminated in accordance with the Notice Approval Order.

2.9. **"Counsel for Mylan"** refers to the law firm McMillan LLP.

2.10. **"Court"** means the Court of King's Bench of Alberta.

2.11. "**Covered Conduct**" includes any conduct of any nature whatsoever occurring up to the Effective Date (including, without limitation, any act, failure to act, negligence, statement, error, omission, or breach of any common law, equitable or statutory duty) related in any way to the manufacture, distribution, prescription, donation, sampling, dispensing, monitoring, sale, payment, purchase, use, ingestion, clinical investigation, administration, regulatory approval, regulatory compliance, promotion, funding activity, sponsorship, prescriber or patient education or support, research, design, development, formulation, advertising, marketing or labelling (including the product monograph) of any Product, and for greater certainty, Covered Conduct includes, without limitation, any such conduct related in any way to: (1) the use of any opiate antagonist, including but not limited to naloxone and naltrexone; (2) any alleged increase in the prescription and use of opioids, opioid dependency or opioid addiction in Canada, including opioid-related overdoses, abuses, crises, epidemics, nuisances or injuries; and (3) any matter alleged in the National Municipalities & Local Governments Class Action, or conduct that could have been alleged in the National Municipalities & Local Governments Class Action or similar potential or actual litigation by any Settlement Class Member.

2.12. **"Day"** means, subject to Section 22.3 and unless otherwise expressly noted, a calendar day.

2.13. **"Defendants"** means all historical, current, or future defendants named as parties or certified as defendant class members in the National Municipalities & Local Governments Class Action.

2.14. **"Effective Date"** means the Day after the Final Order.

2.15. **"Execution Date"** means the date on which the last of the Parties signs this Settlement Agreement.

2.16. **"Final Order**" means the Settlement Approval Order in respect of which the time to appeal has expired without any appeal being taken, or in respect of which there has been a final disposition of all appeals without any reversal or amendment of the Settlement Approval Order.

2.17. **"Irrevocable Agreement Date"** means the 15th Day after delivery of the Threshold Notification to Counsel for Mylan.

2.18. "**Mylan**" means Mylan Pharmaceuticals ULC.

2.19. "**Mylan Defendants"** means Mylan Pharmaceuticals ULC, Mylan N.V., Mylan II B.V., and Meda Pharma B.V.

2.20. "**Mylan Products**" means Products manufactured, sold or distributed in Canada by Mylan or by any Releasee.

2.21. "**National Municipalities & Local Governments Class Action**" means the proposed class action commenced by the Plaintiffs on June 3, 2020, in the Court of King's Bench of Alberta, bearing Court file number 2001-07073.

2.22. **"Net Settlement Amount"** means the net amount remaining of the Settlement Amount after deducting any Court-approved expenses, including Class Counsel Fees, notice costs, and administration costs.

2.23. **"Non-Settling Defendants"** means Defendants in the National Municipalities & Local Governments Class Action, except for the Mylan Defendants.

2.24. **"Notice Administrator"** means Class Counsel or other person appointed by the Court. The responsibilities of the Notice Administrator are to be set out in the Notice Plan.

2.25. **"Notice Approval Application"** means the application to the Court for an order certifying the National Municipalities & Local Governments Class Action as a class proceeding as against Mylan solely for settlement purposes, appointing the Notice Administrator, and approving the Class Notice, substantially in the form of **Schedule "B"** attached hereto, and the Notice Plan.

2.26. **"Notice Approval Order"** means the Order of the Court approving the Class Notice and the Notice Plan, substantially in the form of **Schedule "A"** attached hereto.

2.27. **"Notice Plan"** means the plan for providing class-wide notice to be agreed to by the Parties and as approved by the Court.

2.28. **"Objection"** means an objection to the Settlement Agreement by a Settlement Class Member made in the manner and within the time frame set out in Section 8.1 of this Settlement Agreement.

2.29. **"Opt Out Deadline**" means 11:59 pm on the date that is 60 Days after the Class Notice Date.

2.30. **"Opt Out List"** means the complete and accurate list compiled by the Notice Administrator of all Class Members who have timely and validly opted out of the National Municipalities & Local Governments Class Action in accordance with the terms of this Settlement Agreement.

2.31. **"Opt Out Request"** means a written document that complies with Section 7.4 of this Settlement Agreement.

2.32. **"Opt Out Threshold**" means the number of opt outs specified in the *Opt Out Threshold Agreement*, which triggers Mylan's right to terminate the Settlement Agreement at its sole and absolute discretion.

2.33. **"Party"** means The City of Grande Prairie, The Corporation of the City of Brantford, or Mylan, and **"Parties"** means, collectively, the Plaintiffs and Mylan.

2.34. "**Person"** includes an individual, corporation, trust, partnership, limited liability company or partnership, joint venture, unincorporated organization and government, or any agency or political subdivision thereof, or other entity.

2.35. **"Product"** means a class of drugs that include a chemical compound that is naturally found in the opium poppy plant or which are synthetically made using the same chemical structure, and include (but are not limited to) Buprenorphine, Buprenorphine-Naloxone, Butorphanol, Codeine, Diamorphine, Fentanyl, Hydrocodone, Hydromorphone, Meperidine, Methadone, Morphine, Morphine Sulphate, Normethadone, Opium, Oxycodone, Oxymorphone, Pentazocine, Tapentadol, and Tramadol and includes, without limitation, any opioid agonist and any precursor or component of any Product, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials or other substances, finished active pharmaceutical ingredients, or any related intermediate of any Product, and also includes, without limitation, any drug identified as an opioid, opioid drug or opioid product in the National Municipalities & Local Governments Class Action and any other controlled substance alleged to have contributed to, caused, or impacted the opioid crisis or alleged to be abused in combination with opioid products, including without limitation Benzodiazepines, Carisoprodol, Gabapentin, and Zolpidem.

2.36. "**Plaintiffs**" mean The City of Grande Prairie and The Corporation of the City of Brantford.

2.37. **"Released Claims"** means any and all claims against the Releasees related in any way to the Covered Conduct including, without limitation, the claims asserted or that could have been asserted in the National Municipalities & Local Governments Class Action, claims related to any Product, and any and all claims, causes of action, claims over, indemnities, losses, covenants and liabilities, whether in equity, pursuant to statute, including the *Competition Act* and the *Controlled Drugs and Substances Act* (including the *Narcotics Control Regulations*), or common law, as well as damages whenever incurred and of any kind whatsoever, including without limitation any compensatory, aggravated, punitive, or other damages, restitutionary awards, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including settlement administration expenses), penalties, and lawyers' fees (including Class Counsel fees and disbursements), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, including, without limitation, direct, indirect or subrogated claims related to property damage, loss of property value or municipal or local government expenditures or Abatement Costs associated with opioid use, abuse, addiction, overdose or withdrawal, that the Settlement Class Members, or any of them, whether directly, indirectly, derivatively, or in any other capacity, now have, or hereafter can, shall, or may in the future have, against any of the Releasees including, without limitation, any claim related to any matter alleged or that could have been alleged in the National Municipalities & Local Governments Class Action. The Released Claims also include any claims by the Releasors against the Releasees for future opioid-related business activities regarding: (i) any Releasee's manufacture, supply, distribution, labelling, acquisition, importation, and selling of any of the Mylan Products provided such activities are conducted pursuant to and in accordance with applicable federal, provincial and territorial legislation and regulations, including without limitation the *Controlled Drugs and Substances Act* and related regulations or interim orders made thereunder; (ii) the maintenance of a pharmacovigilance program provided it is operated in accordance with the Releasee's regulatory obligations as described in (i); and (iii) the Releasee's exercise of reasonable business judgment, provided that it acts in accordance with what has been described in (i).

2.38. **"Releasees"** means jointly and severally, individually and collectively, the Mylan Defendants and their respective past and present parent companies, affiliates, subsidiaries, and predecessors, successors, general and limited partners, and their associated companies and divisions and each of their respective assigns, insurers, officers, directors, employees, agents, representatives, principals,

owners, and shareholders. For greater certainty, affiliates of Mylan include without limitation BGP Pharma ULC and Viatris Inc. Specifically, Releasees do not include the Non-Settling Defendants.

2.39. **"Releasors"** means the Plaintiffs and all Settlement Class Members.

2.40. **"Settlement Agreement"** means this agreement, including the Definitions and Recitals contained herein and Schedules attached hereto, all of which are incorporated into the Settlement Agreement.

2.41. **"Settlement Amount"** means the all-inclusive sum of CAD$125,000.00.

2.42. **"Settlement Approval Application"** means an application before the Court for an Order approving the Settlement Agreement, substantially in the form of **Schedule "C"** attached hereto.

2.43. **"Settlement Approval Hearing**" means the hearing by the Court to determine whether this Settlement Agreement is fair and reasonable in accordance with the *Class Proceedings Act,* to approve the Settlement Agreement, and to approve the Class Counsel Fees.

2.44. **"Settlement Approval Hearing Date**" means the date for the Settlement Approval Hearing that is fixed by the Court in the Notice Approval Order.

2.45. **"Settlement Approval Order"** means the Order approving the Settlement Agreement, substantially in the form of **Schedule "C"** attached hereto.

2.46. **"Settlement Class"** or **"Settlement Class Members"** means every member of the Class that does not submit an Opt Out Request before the Opt Out Deadline.

2.47. **"Settling Parties"** means, collectively, Mylan, the Plaintiffs, and Settlement Class Members.

2.48. **"Threshold Notification"** means a notice from the Notice Administrator to Class Counsel and Counsel for Mylan that includes the Opt Out List.

2.49. **"Threshold Notification Date"** means the date on which the Threshold Notification is delivered by the Notice Administrator to Class Counsel and Counsel for Mylan, and no later than 7 Days after the Opt Out Deadline.

2.50. **"Website"** means the website of Napoli Shkolnik Canada at www.napolilaw.ca.

3. PROMPT IMPLEMENTATION AND AGREEMENT TO COOPERATE

3.1. It is acknowledged and agreed by the Parties that there is a mutual desire to give

effect to the provisions of this Settlement Agreement without unnecessary delays. The Parties shall use their best efforts to do so and shall cooperate with each other to facilitate the prompt discharge of their respective obligations, including seeking without delay any necessary directions or orders from the Court.

4. CERTIFICATION FOR SETTLEMENT PURPOSES

4.1. For the purposes of implementing this Settlement Agreement, and for no other purpose, Mylan consents to the conditional certification of the National Municipalities & Local Governments Class Action, as set forth in the Notice Approval Order, on the terms and conditions of this Settlement Agreement.

4.2. The conditional certification of the National Municipalities & Local Governments Class Action for the purposes of implementing this Settlement Agreement shall not be used or relied on as against any Releasee for any other purpose or in any other proceedings.

4.3. The certification of the National Municipalities & Local Governments Class Action pursuant to the terms of this Settlement Agreement shall not constitute, or be construed as, an admission by any Releasee that the National Municipalities & Local Governments Class Action, or any other proposed class action, is appropriate for certification as a class proceeding under any applicable law.

4.4. If this Settlement Agreement is terminated pursuant to any provision in Section 9 herein, the Order certifying the National Municipalities & Local Governments Class Action as a class proceeding will be set aside and declared null and void and of no force or effect, and in accordance with the conditions set out herein.

5. REQUIRED EVENTS

5.1. Within one week of the Execution Date, Class Counsel shall report to the Court, with copy to the Non-Settling Defendants, that the Parties have entered into this Settlement Agreement.

5.2. After the Execution Date, and at a time mutually agreed to by the Parties but without delay, the Plaintiffs shall, at their own expense, bring the Notice Approval Application.

5.3. If the Notice Approval Order, substantially in the form of **Schedule "A"**, is issued without material amendment, the Parties will take all necessary steps to fulfil their respective obligations under the Notice Plan as soon practicable thereafter.

5.4. After the passing of the Opt Out Deadline, and at a time mutually agreed by the Parties, the Plaintiffs shall, at their own expense, bring the Settlement Approval

Application.

5.5. The form of the Orders sought in the Approval Applications shall be in a form agreed to by the Parties. It is a material term of this Settlement Agreement that the Parties must agree on the form and content of the Orders to be sought in the Approval Applications, but to the extent that there are any other settlements to be approved, the Plaintiffs may at their discretion seek to combine the application hearings, in which case the agreed forms may be procedurally revised to achieve this purpose (while remaining substantially consistent with the agreed to forms).

5.6. Class Counsel will not file or publish either of the Approval Applications until Counsel for Mylan has approved the form and content of the Approval Applications' materials to be filed with the Court.

6. **NOTICE PLAN**

6.1. The Parties agree that the Class Notice and the Notice Plan to be implemented pursuant to this Settlement Agreement are reasonable, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice of this Settlement Agreement and the other matters set forth in the Class Notice to all Persons entitled to receive notice, and fully satisfy the requirements of the *Class Proceedings Act* and Canadian natural justice.

6.2. The Parties agree that the costs for the distribution of Class Notice pursuant to the Notice Plan shall be paid out of the Settlement Amount, and that Mylan shall not otherwise be liable to pay any other costs in relation thereto.

6.3. The Parties shall promptly agree on a Notice Plan and, having regard to Section 6.2, it is understood that the Plaintiffs shall not be required to agree to any Notice Plan that involves unreasonable notice costs.

7. **OPTING OUT**

7.1. Any Class Member who desires to be excluded from the Settlement Class must send an Opt Out Request to the Notice Administrator at the mailing address stated in the Class Notice before the Opt Out Deadline.

7.2. An election to opt out must be exercised individually by a Class Member, not as or on behalf of a group, class, or subclass, and not by any appointees, assignees, claims brokers, claims filing services, claims consultants, third-party claims organizations, or any organization or association representing a group of Class Members or any one of them, with the exception that an election to opt out may be submitted by a Class Member's duly authorized representative, including counsel, on an individual basis.

7.3. Any Class Member who does not submit a properly completed Opt Out Request before the Opt Out Deadline shall be deemed to be a Settlement Class Member upon the expiry of the Opt Out Deadline.

7.4. To exercise the opt out right set out herein, the Class Member must deliver an Opt Out Request strictly in accordance with the terms of this Settlement Agreement. An Opt Out Request must:

(i) contain the name of the National Municipalities & Local Governments Class Action and the Court file number, 2001-07073;

(ii) contain the name of the Class Member exercising the opt out right;

(iii) identify the name and address of the Class Member's representative;

(iv) contain a statement that the representative is duly authorized to represent and bind the Class Member for the purpose of opting out of the National Municipalities & Local Governments Class Action, and attach a copy of any necessary municipal council resolution;

(v) declare that the Class Member wants to be excluded from the Settlement Class; and

(vi) be signed and dated by the Class Member's authorized representative.

7.5. An Opt Out Request will not be effective unless it is sent by regular mail, addressed to the Notice Administrator, and postmarked on or before the Opt Out Deadline.

7.6. Any Class Member who elects to opt out of the Settlement Class in accordance with the terms of this Settlement Agreement shall not be a Settlement Class Member and shall not be entitled to relief under this Settlement Agreement.

7.7. Any Class Member who wishes to object to this Settlement Agreement must comply with the rules for Objection set out in the Class Notice attached hereto at **Schedule "B"** and at Section 8.1 of this Settlement Agreement.

7.8. The Parties hereby confirm that they have agreed to an Opt Out Threshold and that the Opt Out Threshold is confirmed in an *Opt Out Threshold Agreement* executed by Class Counsel and Counsel for Mylan. The Parties agree that the *Opt Out Threshold Agreement* shall be delivered to the Court under seal and shall be treated by the Parties and the Court as strictly confidential and shall not be disclosed to any Person other than the Parties and their respective Counsel.

7.9. On or before the Threshold Notification Date, the Notice Administrator shall deliver

the Threshold Notification to Class Counsel and Counsel for Mylan.

8. OBJECTIONS TO THE SETTLEMENT AGREEMENT

8.1. Settlement Class Members may raise an Objection before the Court at the Settlement Approval Hearing. In this regard, Settlement Class Members who wish to raise an Objection are required to deliver the reasons for their Objection in writing to Class Counsel no later than the Opt Out Deadline. An Objection will be considered valid only if it complies with the aforementioned delivery deadline and if the written document contains the following information:

(i) the name of the National Municipalities & Local Governments Class Action and the Court file number, 2001-07073;

(ii) the name of the Settlement Class Member making the Objection;

(iii) the name and address of the Settlement Class Member's representative;

(iv) a declaration that the representative of the Settlement Class Member is duly authorized to represent and bind the Settlement Class Member accordingly, and attach a copy of any necessary municipal council resolution;

(v) an allegation that the Settlement Class Member incurred Abatement Costs or other damages claimed in the National Municipalities & Local Governments Class Action;

(vi) A brief description of the reasons for the Settlement Class Member's Objection;

(vii) The signature of the Settlement Class Member's authorized representative; and

(viii) The date on which the Objection is signed.

8.2. Within 2 business days of receiving any Objections, Class Counsel shall provide Counsel for Mylan with a copy of the Objections. All Objections will be provided to the Judge, who will preside over the Settlement Approval Hearing, by Class Counsel as part of the Settlement Approval Application materials.

8.3. An objector must be a duly authorized representative of a Settlement Class Member. No Objection may be made by any appointees (other than a Settlement Class Member's duly authorized representative), assignees, claims brokers, claims filing services, claims consultants or third-party claims organizations, or any organization or association representing a group of Settlement Class Members or any one of them.

8.4. An objector must agree to make an authorized representative available for examination under oath within 21 Days after delivery of its Objection.

9. TERMINATION

Automatic Termination

9.1. If the Court fails to grant the Notice Approval Order or the Settlement Approval Order in the agreed form, then the Parties will use all reasonable efforts that are consistent with this Settlement Agreement to reach agreement on amendments to cure any defects identified by the Court. If, despite such efforts, the Parties cannot reach an agreement on amendments, or the Court does not grant the Notice Approval Order and/or the Settlement Approval Order in accordance with such an agreement, then this Settlement Agreement will be automatically terminated and shall become null and void, and no obligation on the part of any of the Parties will accrue.

Termination at Mylan's Discretion

9.2. Mylan may elect to terminate this Settlement Agreement, in its sole and absolute discretion, if the Opt Out Threshold is met.

9.3. If Mylan elects to exercise its right to terminate this Settlement Agreement pursuant to Section 9.2, then Mylan shall deliver written notice of termination to Class Counsel no later than 14 Days after delivery of the Threshold Notification. If Mylan does not deliver a notice of termination within 14 Days after receiving the Threshold Notification, this Settlement Agreement shall become fully effective and irrevocable on the Irrevocable Agreement Date.

Termination at either Parties' Discretion

9.4. Each of the Parties, in their respective sole discretion, have the option to terminate this Settlement Agreement if:

9.4.1. the form and content of the Notice Approval Order or Settlement Approval Order departs materially from the form and content of the Orders as agreed by the Plaintiffs and Mylan, and as attached hereto as **Schedules "A" and "C"**, respectively;

9.4.2. the Parties are unable to agree on the terms of the Notice Plan, having regard to Section 6;

9.4.3. the Settlement Amount is not paid in full in accordance with Sections 11.1 to 11.2 of this Settlement Agreement;

9.4.4. the Court refuses to approve this Settlement Agreement or any material term or part thereof (the Parties agree that the releases, bar orders, and covenants not to sue contemplated by this Settlement Agreement are material terms); or

9.4.5. the Settlement Approval Order is overturned on appeal.

9.5. In the event that this Settlement Agreement is terminated in accordance with its terms, on application made on notice to the Plaintiffs or Mylan, as appropriate:

9.5.1 This Settlement Agreement shall be declared null and void and be without prejudice to any Party; and

9.5.2 Each Party to the National Municipalities & Local Governments Class Action shall be restored to its respective position in the action as existed immediately prior to the execution of this Settlement Agreement.

Notice of Termination

9.6. To exercise a discretionary right of termination pursuant to Section 9.4, a terminating Party shall deliver a written notice of termination within 15 Days of becoming aware that the termination condition has been met. Such notice shall be delivered to all Persons listed in Section 20.1 of this Settlement Agreement. In the case of a termination pursuant to Section 9.4.3 of this Settlement Agreement, Mylan shall have a period of 21 Days after delivery of the notice of termination in which to cure any default, and termination shall occur only if the default is not cured within that time period.

9.7. Except as provided herein in Section 9.6, upon delivery of a written notice of termination, this Settlement Agreement shall be terminated, shall be null and void and have no further force or effect, shall not be binding on the Parties and shall not be used as evidence or otherwise in any litigation, and:

9.7.1. no application to approve this Settlement Agreement, which has not been decided, shall proceed;

9.7.2. the Parties will cooperate in seeking to have any order certifying the National Municipalities & Local Governments Class Action as a class proceeding on the basis of this Settlement Agreement or approving this Settlement Agreement set aside and declared null and void and of no force or effect, and the Parties shall be estopped from asserting otherwise;

9.7.3. any prior certification of the National Municipalities & Local Governments Class Action as a class proceeding on the basis of this Settlement Agreement shall be without prejudice to any position that any of the Parties may later take on any issue in the National Municipalities & Local Governments Class Action or in any other litigation;

9.7.4. the Parties shall negotiate in good faith to determine any procedural issues relating to the continuation of the National Municipalities & Local Governments Class Action;

9.7.5. No Person or Party shall be deemed to have waived any rights, claims or defences whatsoever by virtue of this Settlement Agreement, and without limiting the generality of the foregoing, the Releasees shall be deemed to have expressly reserved their right to oppose the certification of the National Municipalities & Local Governments Class Action; and

9.7.6. Notice of termination of this Settlement Agreement shall be published on the Website within 72 hours of the termination.

9.8. Within 30 Days from delivery of a termination notice pursuant to Section 9.6, Class Counsel shall pay or arrange to pay to Mylan any Settlement Amount received, plus all accrued interest thereon, but excluding any amounts Class Counsel had to pay on account of taxes arising from interest earned on the Settlement Amount, or any amounts paid to consultants for assisting Class Counsel with such task.

Provisions Surviving Termination

9.9. If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.1, 9.7, 9.8, 9.9, 18.1, 18.2, 18.3, 20.1, 21.1, 21.2, and 22.1 to 22.9 of this Settlement Agreement shall survive the termination and continue in full force and effect. The Definitions and Schedules shall survive only for the limited purpose of the interpretation of these surviving sections within the meaning of this Settlement Agreement, and for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

9.10. For the sake of greater certainty, this Settlement Agreement is in no way conditional upon the approval of any Class Counsel Fees by the Court.

10. PROHIBITION OF STATEMENT(S) ON THIS SETTLEMENT AGREEMENT

10.1. No Settlement Class Member will make any press or public statement related to

this Settlement Agreement, or any of its terms.

10.2. Unless otherwise agreed by the Parties in writing, Class Counsel will not make any press or public statement related to the settlement without Mylan's prior written approval of that statement. This paragraph is not intended to restrict submissions made by Class Counsel in Court, but it does apply to any repetition or publication of such submissions outside of Court.

10.3. The Parties will not solicit or conduct any media or any interviews concerning this Settlement Agreement, or any of its terms. The Parties may share the Settlement Approval Order in connection with any unsolicited media request.

11. PAYMENT OF SETTLEMENT AMOUNT

11.1. On or before January 15, 2025, or 30 Days after the Effective Date, whichever is later, and on the basis that Mylan has not exercised its discretion to terminate the settlement pursuant to Section 9.2 of this Settlement Agreement, Mylan shall pay the Settlement Amount minus the notice costs that are advanced by Mylan pursuant to section 11.7 below to Class Counsel in trust in full satisfaction of all payment obligations under this Settlement Agreement.

11.2. The obligation to pay the Settlement Amount shall not be satisfied until the totality of the Settlement Amount has been paid by Mylan.

11.3. Payment of the Settlement Amount shall be made by wire transfer. At least 30 Days prior to the Settlement Amount becoming due, Class Counsel will provide, in writing, the following information, and any other information, necessary to complete the wire transfer(s): 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.

11.4. Upon receipt of the Settlement Amount, Class Counsel shall deposit same in its interest-bearing mixed trust account and to be disposed of in accordance with further order of the Court.

11.5. Class Counsel may pay any and all Court-approved expenses, including Class Counsel Fees, notice costs, and administration costs out of the Settlement Amount. Class Counsel shall not pay out all or part of the Net Settlement Amount, including any interest accrued thereon, except in accordance with an Order of the Court, and after all appeal rights have either lapsed or been exhausted.

11.6. Other than the Settlement Amount, Mylan shall not be required to pay any further amount to or for the benefit of the Settlement Class Members, and without limiting the generality of the foregoing, shall not be required to pay any interest, tax, or any

administrative or other cost(s) associated with the National Municipalities & Local Governments Class Action or Settlement Agreement that Class Counsel or any Class Member or Settlement Class Member has incurred or may incur and the Class Counsel Fees. For greater clarity, the amount of any Class Counsel Fees shall be paid out of the Settlement Amount and Mylan shall not be liable under any circumstances for any amount exceeding the Settlement Amount.

11.7. Notwithstanding Section 11.6, if the Court does not grant the Settlement Approval Order, the Parties shall be responsible for equally sharing the notice costs. If the Notice Administrator invoices the Parties for the costs of giving the Class Notice before the Settlement Approval Order is granted, each Party shall pay their equal share to the Notice Administrator as and when due; provided that the Parties shall be entitled to reimbursement of such costs from the Settlement Amount, and Mylan may deduct such reimbursement from the payment made under Section 11.1.

Market Sales Volume Evidence & Discovery

11.8. To the extent it becomes necessary, for the purposes of the National Municipalities & Local Governments Class Action, to establish the quantity of the Products that Mylan sold in Canada, Mylan agrees to use reasonable efforts to assist the Plaintiffs by proving business records or alternatively, to the extent that it is not possible to rely on business records to do so, through testimony of a representative with the requisite knowledge on the sole subject of the quantity of Mylan Products sold in Canada. Such evidence is to be used solely for the purpose of the National Municipalities & Local Governments Class Action.

11.9. If the Court approves a bar order which grants the Non-Settling Defendants an ability to apply for (1) documentary or oral discovery from Mylan, (2) service of a request to admit or production on Mylan, or (3) production of a witness at a hearing or trial, then such ability to apply for that relief shall extend to the Plaintiffs.

Approval of Fees and Distribution of Settlement Amount

11.10. At the Settlement Approval Hearing, Class Counsel may also seek an Order approving their fees and disbursements.

11.11. Mylan shall have no standing to oppose a request by Class Counsel to have their fees and disbursements approved.

12. RELEASE OF RELEASEES

12.1. Upon the Effective Date, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Settlement Class Members shall be deemed to and do hereby

forever and absolutely release, acquit, and discharge the Releasees from the Released Claims.

12.2. The Parties shall use their best efforts to have the release contemplated in Section 12.1 incorporated into the orders obtained from the Court approving this Settlement Agreement.

12.3. The Plaintiffs and the other Settlement Class Members 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, and that it is their intention to release fully, finally and forever all Released Claims (including, without limitation, anything that might be based on additional or different facts later discovered), and in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

12.4. This Settlement Agreement shall be the exclusive remedy for the Releasors against the Releasees. Every Released Claim against the Releasees is and shall be conclusively compromised, settled and released, and this Settlement Agreement shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by any Releasor against any Releasee with respect to any Released Claim.

13. COVENANT NOT TO SUE

13.1. Notwithstanding anything else in this Settlement Agreement, including Section 12.1, for any Settlement Class Members in a jurisdiction where the release of one tortfeasor is a release of all other tortfeasors, the Settlement Class Members do not release the Releasees but instead covenant and undertake not to sue or make any claim in any way or to threaten, commence, participate in, or continue any proceeding in any jurisdiction against any of the Releasees in respect of or in relation to the Released Claims. The Parties agree that the Final Order entered by the Court shall also enjoin the Settlement Class Members from making or pursuing such claims against the Releasees, and that the absence of a release in such a jurisdiction does not entitle any Settlement Class Member to any additional payment or other consideration from Mylan under any circumstances.

13.2. The Plaintiffs and the other Settlement Class Members 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, and that it is their intention to fully, finally and forever covenant and undertake not to sue or make any claim against the Releasees as set out in Section 13.1 of this Settlement Agreement, and, in furtherance of such

intention, this covenant not to sue shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

14. NON-DISPARAGEMENT

14.1. The Settling Parties agree not to disparage or make any statements, directly or indirectly, whether written or oral, or commit any acts that are critical, derogatory to, or otherwise present in a negative light, any other Party or any of the Releasees (or their products), including the Party's and/or the Releasee's parents, subsidiaries, affiliates, employees, directors, officers, principals, or owners.

15. NO FURTHER CLAIMS

15.1. No Settlement Class Members shall now or hereafter threaten, institute, pursue, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, any action, suit, cause of action, claim, proceeding, complaint or demand against or collect or seek to recover from any Releasee or any other Persons 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, save and except for the continuation of claims against Persons other than the Releasees in the National Municipalities & Local Governments Class Action.

15.2. Except as provided in this Settlement Agreement, or otherwise required by law, no Settlement Class Member may directly or indirectly assist with respect to any claim made or action commenced by any Person against the Releasees, which relates to the Covered Conduct or 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.

15.3. With the exception of two proceedings commenced in the Province of Saskatchewan in the Court of King's Bench for Saskatchewan and identified, respectively, by court file nos. QB 72/21 and KGB-PA-00210-2023, Class Counsel will not commence or prosecute any lawsuits against the Releasees related to the Released Claims, nor will they disparage the Releasees.

16. DISMISSAL OF CLAIMS IN NATIONAL MUNICIPALITIES & LOCAL GOVERNMENTS CLASS ACTION

16.1. Upon the Effective Date, the National Municipalities & Local Governments Class Action shall be dismissed with prejudice and without costs against the Mylan Defendants without any further order of the Court.

16.2. Notwithstanding Section 15, nothing in this Settlement Agreement prevents the articulation of any facts in pleadings where the conduct of the Releasees is relevant to the liability of other Non-Settling Defendants or, additionally, the advancement of claims against other Non-Settling Defendants in respect of their associations or relationships with the Releasees.

17. **BAR ORDERS**

17.1. The Plaintiffs and Mylan agree that the Settlement Approval Order must include a bar order from the Court providing for the following:

17.1.1. All claims for contribution, indemnity or other claims over against a Releasee, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes, fees and costs, relating directly or indirectly to the Released Claims, which were or could have been brought in the National Municipalities & Local Governments Class Action or otherwise, or could in the future be brought on the basis of the same events, actions and omissions underlying the National Municipalities & Local Governments Class Action or otherwise, by any Non-Settling Defendant(s) or any other Person who is not a Releasee against a Releasee, are barred, prohibited and enjoined in accordance with the terms of the order.

17.1.2. In respect of all claims (except a claim pursuant to section 36 of the *Competition Act*, R.S.C. 1985, c. C-34, which shall be subject to this provision only if the Court determines there is a right of contribution, indemnity or any other claims over, whether in equity or in law, Quebec civil law, by statute or otherwise):

17.1.2.1. the Plaintiffs and the other Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or any other Person or party that is not a Releasee, that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, monetary award, taxes, interest, costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*, R.S.C. 1985, c. C-34), and any other recovery relating to or arising from, directly or indirectly, the Released Claims, that corresponds to the proportion of any judgment that, had they not settled, any Canadian superior court would have apportioned to the Releasees in this action, at trial or otherwise (the "**Proportionate Liability of the Releasees**").

17.1.2.2. The Plaintiffs and the other Settlement Class Members shall limit their claims against the Non-Settling Defendants or any other Persons or parties who are not Releasees to not include, and shall not seek to recover from those other parties, that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, monetary award, taxes, interest, costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*), and any other recovery relating to or arising from, directly or indirectly, the Released Claims, that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise.

17.1.2.3. Any Superior Court shall have full authority to determine, in accordance with procedures that the Court may specify, the Proportionate Liability of the Releasees, whether or not the Releasees are parties or appear at the trial or other disposition, and any determination in respect of the Proportionate Liability of the Releasees shall only apply in such proceedings and shall not be binding on the Releasees in any other proceedings.

18. **NO ADMISSION OR PREJUDICE**

18.1. This Settlement Agreement is made without any admission by or prejudice against the Releasees, and the Releasees reserve the right to contest certification of identical or similar allegations in other jurisdictions.

18.2. The Parties further agree that, whether or not this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action(s) taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by any of the Releasees, or of the truth of any of the claims or allegations contained in the National Municipalities & Local Governments Class Action or any other pleading filed by the Plaintiffs or any other Settlement Class Members.

18.3. The Parties agree that, whether or not it is approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to

carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in the National Municipalities & Local Governments Class Action, any pending or future civil, criminal or administrative action or proceeding involving any of the Releasees, except (i) if ordered or directed by the Court, (ii) in a proceeding to approve and/or enforce this Settlement Agreement, (iii) to defend against the assertion of Released Claims, or (iv) as otherwise required by law or as provided in this Settlement Agreement.

19. NEGOTIATED AGREEMENT

19.1. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the National Municipalities & Local Governments Class Action as set out herein. The Parties agree that the consideration provided to the Settlement Class Members and the other terms of this 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.

20. NOTICE BETWEEN PARTIES

20.1. 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:

If to the Plaintiffs:
c/o Napoli Shkolnik Canada
1000 – 7 Avenue S.W., Suite 400
Calgary, Alberta T2P 5l5
Email: cchurko@napolilaw.com
Email: cdocken@napolilaw.ca

If to Mylan:
c/o McMillan LLP
Brookfield Place, 181 Bay Street, Suite 4400
Toronto, Ontario M5J 2T3
Email: scott.maidment@mcmillan.ca
Email: jennifer.dent@mcmillan.ca

21. JURISDICTION AND GOVERNING LAW

21.1. The Court of King's Bench of Alberta will retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement and all Parties hereto submit to the jurisdiction of the Court for the purposes of

implementing and enforcing this Settlement Agreement.

21.2. This Settlement Agreement will be construed and enforced in accordance with and governed by the laws of the Province of Alberta.

22. **MISCELLANEOUS**

22.1. The Recitals, Definitions, and all Schedules to this Settlement Agreement, are material and form an integral part of this Settlement Agreement and are fully incorporated by this reference.

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

22.3. In the event that any Day, date, or deadline set forth in this Settlement Agreement falls on a weekend or holiday, such a Day, date, or deadline shall be on the first business day thereafter.

22.4. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties.

22.5. This Settlement Agreement and the Schedules attached hereto, along with the *Opt Out Threshold Agreement*, constitute the entire agreement among the Parties, and supersede prior exchanges, oral or in writing, between Counsel for Mylan and Class Counsel.

22.6. Each counsel or other Person executing this Settlement Agreement or any of its Schedules on behalf of any Party hereby warrants that such Person has the full authority to do so.

22.7. 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.

22.8. This Settlement Agreement shall be binding upon the Parties, and all of their successors and assigns. This Settlement Agreement shall enure to the benefit of the Parties, the Releasors, the Releasees, and all of their successors and assigns.

22.9. The Parties agree that any reference to an affiliate of Mylan or affiliates of Mylan in the definition of Releasee or elsewhere in this Settlement Agreement includes, without limitation, Mylan N.V., Mylan II B.V., Meda Pharma B.V., BGP Pharma ULC and Viatris Inc.

Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified below with their respective signatures.

Executed in counterparts as of August 1, 2024

Authorized Representative for
The City of Grande Prairie

[Name]: Danielle Whiteway

[Title]: Chief Financial Officer

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAWQ9w2E7wqCchhAoBApWG1dSU0riNtD32

Authorized Representative for
The Corporation of the City of Brantford

[Name]:

[Title]:

Authorized Representative for
Mylan Pharmaceuticals ULC.

[Name]: Scott Maidment

[Title]: Lawyer for Mylan Pharmaceuticals ULC

Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified below with their respective signatures.

Executed in counterparts as of August 1, 2024

Authorized Representative for
The City of Grande Prairie

[Name]:

[Title]:

Authorized Representative for
The Corporation of the City of Brantford

[Name]: Geoffrey B. Daley

[Title]: Legal Counsel

Authorized Representative for
Mylan Pharmaceuticals ULC.

[Name]: Scott Maidment

[Title]: Lawyer for Mylan Pharmaceuticals ULC

Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified below with their respective signatures.

Executed in counterparts as of August 1, 2024

Authorized Representative for
The City of Grande Prairie

[Name]:

[Title]:

Authorized Representative for
The Corporation of the City of Brantford

[Name]:

[Title]:



Authorized Representative for
Mylan Pharmaceuticals ULC.

[Name]: Scott Maidment

[Title]: Lawyer for Mylan Pharmaceuticals ULC

SCHEDULE "A"

TO THE NATIONAL MUNICIPALITIES & LOCAL GOVERNMENTS CLASS ACTION SETTLEMENT AGREEMENT

COURT FILE NUMBER	2001-07073
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFFS	THE CITY OF GRAND PRAIRIE and THE CORPORATION OF THE CITY OF BRANTFORD
DEFENDANTS	MYLAN PHARMACEAUTICALS ULC, and OTHERS
	Brought under the *Class Proceedings Act*

Clerk's Stamp

DOCUMENT — Notice Approval Order

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

McMillan LLP
Attention: Scott Maidment / Jennifer Dent / Gordana Ivanovic
421 7th Avenue S.W., Suite 1700
Calgary, Alberta T2P 4K9
Telephone: (416) 865-7911 / (416) 945-9002 / (403) 531-8740
Fax: (416) 865-7048
Email: scott.maidment@mcmillan.ca / Jennifer.dent@mcmillan.ca / gordana.ivanovic@mcmillan.ca

Napoli Shkolnik Canada
Attention: Clint Docken K.C. / Casey R. Churko
1000 - 7 Avenue S.W., Suite 400
Calgary, Alberta T2P 5l5

Telephone: (403) 619-3612
Fax: (639) 739-2223
Email: cchurko@napolilaw.com / cdocken@napolilaw.ca

DATE ON WHICH ORDER WAS PRONOUNCED:	**[Click to Enter a Date]**
NAME OF JUDGE WHO MADE THIS ORDER:	**The Honourable Justice Glen H Poelman**
LOCATION OF HEARING:	**Calgary, Alberta**

UPON THE Application of the Plaintiffs for an Order certifying this action as a class proceeding for settlement purposes as against the Defendant, Mylan Pharmaceuticals ULC ("Mylan"), and for approval of a Class Notice and a Notice Plan pursuant to Sections 20(7) and 23 of the *Class Proceedings Act*, S.A. 2003, c. C-16.5 ("*Class Proceedings Act*"), and other relief related to the approval of a Settlement Agreement made between the Plaintiffs and Mylan ("Settlement Agreement");

AND UPON reading the Application, filed, including:

(a) The Settlement Agreement attached to this Order as **Appendix "A"**;

(b) The affidavit of [name], sworn [date], and the exhibits attached thereto;

AND UPON BEING ADVISED that service of notice of the Application has been effected by the Plaintiffs on Mylan and the Non-Settling Defendants via email correspondence, and which is hereby deemed valid service by this Honourable Court;

AND ON BEING ADVISED that the Parties consent to this Order;

AND UPON HEARING the submissions of Class Counsel and Counsel for Mylan;

AND without any admission of liability on the part of the Mylan Defendants, who have denied any and all liability;

IT IS HEREBY ORDERED THAT:

Interpretation

1. The Settlement Agreement is hereby incorporated by reference into and forms part of this Order. The Definitions set out in the Settlement Agreement also apply to and are incorporated into this Order.

2. In the event of any conflict between the Settlement Agreement and this Order, this Order shall prevail.

3. The insertion of headings into this Order is for convenience of reference only and shall not affect the construction or interpretation of this Order or the Settlement Agreement.

Certification of Class Proceeding for Settlement Purposes

4. This action is hereby conditionally certified as a class proceeding for settlement purposes only on the terms and conditions set out in this Order and in the Settlement Agreement, subject to final approval of the Settlement Agreement. The certification of the action and the Settlement Agreement shall not bind the Class unless and until the settlement is approved.

5. As set forth in the Settlement Agreement, the Class is defined as:

   "Class" means the Plaintiffs and every Canadian municipality and local government of any kind and includes, without limitation, every county, regional municipality, regional district, regional county municipality, town, city, village, rural municipality, parish council or government, rural municipality, township, hamlet, borough, ville, arrondisement, local services board or local service district anywhere within Canada. **"Class"** is intended to be interpreted broadly and also includes any agency, subdivision or special-purpose body of any of the foregoing, or any similar governmental body or entity. **"Class"** excludes, however, all Indigenous, Metis, First Nation and Inuit communities and governments in Canada.

6. The action is certified as a class proceeding on the basis that the following issue is common to the Settlement Class:

   > Did Mylan breach a common law, Quebec civil law, equitable, customary law, or statutory duty owed to the Settlement Class Members?

7. The Plaintiffs are hereby appointed as the representative plaintiffs in this class proceeding.

8. The claims asserted on behalf of the Class are claims for damages for breach of the *Competition Act*, R.S.C. 1985, c. C-34, negligence, and nuisance.

9. The requirement for notice to Settlement Class Members that the action has been certified as a class proceeding as against Mylan is hereby dispensed with.

Notice Publication and Dissemination

10. <> is hereby appointed as the Notice Administrator. The form and content of the Class Notice (Short and Long Form), substantially in the forms attached as **Appendix "B"** are hereby approved.

11. The Class Notice shall be published and disseminated in accordance with the Notice Plan.

12. In the event of any conflict between the French and English language version of the Class Notice, the English version shall prevail.

13. It is hereby declared that the publication and dissemination of the Class Notice in accordance with this Order and the Notice Plan will provide reasonable notice of the settlement and the other matters set forth in the Class Notice to all entities entitled to receive notice of same and will satisfy the requirements of Canadian natural justice and the *Class Proceedings Act.*

Settlement Approval Hearing Date

14. The Settlement Approval Hearing will take place at 601 5th Street S.W., Calgary, Alberta, T2P 5P7, at [time] on [Settlement Approval Hearing Date] to determine whether the Settlement Agreement should be approved by this Court pursuant to the *Class Proceedings Act*.

15. The date and time of the Settlement Approval Hearing shall be set forth in the Class Notice but may be subject to adjournment by the Court without further publication or dissemination of notice to Class Members, other than notice of such adjournment which shall be posted on the Website, www.napolilaw.ca.

Opting Out

16. The Opt Out Deadline shall be [insert date of Opt Out Deadline] and no Class Member may opt out of this class proceeding after the Opt Out Deadline has passed.

17. The form and content of the Opt Out Request, as set out in the Class Notice and the Settlement Agreement, is hereby approved.

18. A Class Member may opt out of the Settlement Agreement, but any Class Member who elects to opt out may only validly and effectively do so by delivering an Opt Out Request to the Notice Administrator in the manner set out in the Class Notice and the Settlement Agreement on or before the Opt Out Deadline.

19. An election to opt out must be exercised individually by a Class Member, not as or on behalf of a group, class, or subclass, and not by any appointees, assignees, claims brokers, claims filing services, claims consultants, third-party claims organizations, or any organization or association

representing a group of Class Members or any one of them, with the exception that an election to opt out may be submitted by a Class Member's duly authorized representative, including counsel, on an individual basis.

20. All members of the Class who do not opt out by the Opt Out Deadline in the manner set out in the Class Notice and the Settlement Agreement shall be deemed to be members of the Settlement Class and shall bound by the terms of this Order and the Settlement Agreement.

21. Any member of the Class who does not opt out in accordance with the terms of this Order and the Settlement Agreement shall consent and shall be deemed to have consented to a dismissal of any other action or proceeding that it has commenced against any Releasee related to the matters at issue in the National Municipalities & Local Governments Class Action, without costs and with prejudice.

22. Any Class Member who elects to opt out of this class proceeding in accordance with the provisions of this Order may not also object to or comment on the Settlement Agreement and any such Objection or comments received therefrom shall be deemed withdrawn.

Objection Procedure

23. In this Order, an "Objector" is any Settlement Class Member who has an Objection to the Settlement Agreement or the Class Counsel Fee.

24. At the Settlement Approval Hearing, this Court will hear submissions from any Objector who has complied with this Order. Unless this Court orders otherwise, any Objector who fails to comply with this Order shall be deemed to have waived their Objection.

25. Every Objector must serve and file an Objection in accordance with this Order. Every Objection shall be made in writing and include:

    (i) the name of this class proceeding, National Municipalities & Local Governments Class Action, and the Court file number, 2001-07073;

    (ii) The name of the Settlement Class Member making the Objection;

    (iii) The name and address of the Settlement Class Member's representative;

    (iv) A declaration that the representative of the Settlement Class Member is duly authorized to represent and bind the Settlement Class Member accordingly, and attach a copy of any necessary municipal council resolution;

    (v) An allegation that the Settlement Class Member incurred Abatement Costs or other damages claimed in the National Municipalities & Local Governments Class Action;

    (vi) A brief description of the reasons for the Settlement Class Member's Objection;

    (vii) The signature of the Settlement Class Member's authorized representative; and

(viii) The date on which the Objection is signed.

26. An Objection must be served upon Class Counsel by the Settlement Class Member no later than the Opt Out Deadline.

27. Every Objection validly served upon Class Counsel shall be filed as part of the Application for the Settlement Approval Hearing.

28. Unless otherwise ordered by this Court, an Objection will not be considered by this Court at the Settlement Approval Hearing unless it complies with paragraph 25 of this Order and has been served in accordance with paragraph 26 of this Order.

29. An Objector must be a duly authorized representative of a Settlement Class Member. No Objection may be made by any appointees (other than a Settlement Class Member's duly authorized representative), assignees, claims brokers, claims filing services, claims consultants or third-party claims organizations, or any organization or association representing a group of Settlement Class Members or any one of them.

30. An Objector must agree to make an authorized representative available for examination under oath within 21 Days after delivery of its Objection.

No Admission of Liability

31. Nothing in this Order shall be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or an admission of any wrongdoing or liability by the Mylan Defendants or any other Releasee, or an admission of the truth of any of the claims or allegations contained in this class proceeding, its pleadings, or any other pleading filed by the Plaintiffs in any other litigation.

Termination

32. If the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void on subsequent application made on notice, and each Party to the action shall then be restored to its respective position in the action as existed immediately prior to the execution of the Settlement Agreement.

Jurisdiction

33. It is hereby declared that the Plaintiffs and Mylan have acknowledged the jurisdiction of this Court in this class proceeding and have attorned 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.

34. For the purposes of administration and enforcement of this Order and the Settlement Agreement, this Court will retain an ongoing supervisory role.

35. The Plaintiffs, Mylan, or their respective Counsel, may apply, on notice to all parties, to this Court for directions in respect of the implementation or administration of this Order or the Settlement Agreement.

Costs

36. There will be no costs of this application.

_____

The Honourable Justice Glen H. Poelman of the Court of King's Bench of Alberta

SCHEDULE "B"
TO THE NATIONAL MUNICIPALITIES & LOCAL GOVERNMENTS CLASS ACTION SETTLEMENT AGREEMENT

SHORT FORM NOTICE
COURT OF KING'S BENCH OF ALBERTA

There is a class action settlement related to the distribution, promotion, marketing, and sale of opioid Products.

Canadian municipalities and local governments of any kind (other than Canadian Indigenous, Metis, First Nation, or Inuit communities and governments) should read this notice carefully.

A proposed settlement ("Settlement") has been reached with Mylan Pharmaceuticals ULC ("Mylan") regarding the distribution, promotion, marketing, and sale of opioid Products.

The Court of King's Bench of Alberta will hold a hearing to decide whether to approve the Settlement. Class Members have legal rights and options. More information is in the *Long Form Notice*, which is available at www.napolilaw.ca.

WHAT IS THIS ABOUT?

The Plaintiffs allege that Mylan and other pharmaceutical companies made misrepresentations regarding opioid Products. This action, known as the National Municipalities & Local Governments Class Action, seeks monetary damages from Mylan and the other Defendants on behalf of Canadian municipalities and local governments that allegedly incurred Abatement Costs or other damages relating to opioid dependency and addiction in Canada. Mylan denies the Plaintiffs' allegations of wrongdoing and asserts numerous defences to the Plaintiffs' claims. The Court has made no determination about the strengths or weaknesses of any of the Plaintiffs' claims or any of Mylan's defences. Instead, the Plaintiffs and Mylan have entered into the Settlement to end this action as against the Mylan Defendants.

WHO IS INCLUDED?

If the Settlement is approved by the Court, then Settlement Class Members will be the Plaintiffs and every Canadian municipality and local government of any kind. This includes, without limitation, every county, regional municipality, regional district, regional county municipality, town, city, village, rural municipality, parish council or government, rural municipality, township, hamlet, borough, ville, arrondisement, local services board or local service district anywhere within Canada. Settlement Class Members will also include any agency, subdivision or special-purpose body of any of the foregoing, or any similar governmental body or entity. It excludes, however, all Indigenous, Metis, First Nation, and Inuit communities and governments in Canada.

WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement provides for an all-inclusive payment of CAD$125,000.00 by Mylan. The Settlement allows the Plaintiffs to continue the Canadian Municipalities & Local Governments Class Action against the Non-Settling Defendants.

The *Long Form Notice* and the Settlement Agreement, available at www.napolilaw.ca, describe in detail the benefits available under the Settlement. In the event of any conflict between the notices and the Settlement Agreement, the Settlement Agreement shall prevail.

YOUR OPTIONS

Any Canadian municipality or local government that does not want to be legally bound by the Settlement must take steps to be excluded from the Settlement Class by [insert Opt Out Deadline], or it will not be able to sue Mylan or any Releasees about the legal claims the Settlement resolves ever again. If it stays in the Settlement Class, it may object to the Settlement by [insert Opt-Out Deadline]. The *Long Form Notice* explains how to take steps to be excluded from the Settlement or object to the Settlement.

The Court will hold a public hearing in this action on [Settlement Approval Hearing Date and time] at 601 5th Street SW, Calgary, Alberta, T2P 5P7 to determine whether to approve the Settlement, and any legal fees requested by Class Counsel. Through its authorized representative, a Canadian municipality or local government (other than a Canadian Indigenous, Metis, First Nation, or Inuit community or government) may ask to make submissions at the hearing at its own cost, but attendance at the Settlement Approval Hearing is not otherwise required. For more information, use the contact information shown below.

Capitalized terms used in this Notice are defined in the Settlement Agreement, which can be found at www.napolilaw.ca.

SCHEDULE "B"
TO THE NATIONAL MUNICIPALITIES & LOCAL GOVERNMENTS CLASS ACTION SETTLEMENT AGREEMENT

LONG FORM NOTICE
COURT OF KING'S BENCH OF ALBERTA

There is a class action settlement related to the distribution, promotion, marketing, and sale of opioid Products.

Canadian municipalities and local governments (other than Canadian Indigenous, Metis, First Nation or Inuit communities and governments) should read this notice carefully.

A proposed settlement ("Settlement") has been reached with Mylan Pharmaceuticals ULC ("Mylan") regarding the distribution, promotion, marketing, and sale of opioid Products.

The Settlement arises from a proposed class action by The City of Grande Prairie and The Corporation of the City of Brantford against several pharmaceutical companies, including Mylan, on behalf of all Canadian municipalities and local governments, excluding Canadian Indigenous, Metis, First Nation and Inuit communities and governments (the "National Municipalities & Local Governments Class Action" or the "Action").

If the Court of King's Bench of Alberta approves the Settlement, Mylan will make a payment of CAD$125,000.00 in exchange for a full and final release of the claims asserted in the National Municipalities & Local Governments Class Action, among other claims. A copy of the Settlement Agreement can be found at www.napolilaw.ca.

Continue reading this notice to understand how the Settlement affects the legal rights of Canadian municipalities and local governments, and the options available to them.

OPTION	LEGAL RIGHT
Do Nothing	If the Settlement is approved by the Court, and the municipality or local government does nothing, then it will: • be bound by the Settlement; and • lose its right to prosecute certain claims against Mylan relating to opioid Products.
Object	Explain to the Court why it should not approve the Settlement.
Attend Hearing	Ask to speak in Court about the fairness of the Settlement.
Opt Out	This is the only option that preserves the right of the municipality or local government to prosecute certain claims against Mylan relating to opioid Products. However, if a municipality or local government opts out, it will not be allowed to object to the Settlement, and will not be allowed to speak in Court about the fairness of the Settlement.

These rights and options, and the deadlines to exercise them, are further explained in this notice.

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court has authorized this Notice because municipalities and local governments have a right to know about the Settlement, and their options to respond to the Settlement, before the Court decides whether to approve the Settlement.

The Honourable Justice Poelman of the Court of King's Bench of Alberta is the case management judge appointed to manage the Action, Court file number 2001-07073.

2. What is this Action about?

The City of Grande Prairie and The Corporation of the City of Brantford commenced this Action. They are the "Plaintiffs." The Plaintiffs are suing Mylan and several other companies involved in the promotion, marketing, distribution, or sale of pharmaceutical Products in Canada. The companies being sued are the "Defendants."

The Plaintiffs allege that the Defendants made misrepresentations regarding opioid Products. In this Action, the Plaintiffs have asserted various statutory and common law claims against the Defendants, including claims alleging breach of the *Competition Act*, negligence, and nuisance. The Action seeks monetary damages from the Defendants on behalf of certain Canadian municipalities and local governments that allege they incurred Abatement Costs or other damages relating to opioid dependency and addiction in Canada. Mylan denies the Plaintiffs' allegations of wrongdoing and asserts numerous defences to the Plaintiffs' claims.

The Court has made no determination about the strengths or weaknesses of any of the Plaintiffs' claims or any of Mylan's defences. Instead, the Plaintiffs and Mylan have entered into a Settlement Agreement to end the Action against Mylan and related entities (the "Mylan Defendants"). The Settlement will not take effect unless it is approved by the Court after a public approval hearing and any appeals therefrom are finally resolved, or the time for appeals has passed.

3. Why is this Action a class action?

In a class action, one or more plaintiffs (in this case, The City of Grande Prairie, and The Corporation of the City of Brantford) sue on behalf of others (i.e., "class members") who allegedly possess similar claims. If the Court approves the Settlement, the Settlement will resolve the claims for all Class Members, except for those who opt out of the Settlement. The process for opting out is explained below in this notice.

4. Why is there a Settlement?

The Court did not decide in favour of the Plaintiffs or Mylan. Instead, both sides agreed to settle this Action to avoid the cost and risk of a trial. The Settlement does not mean that any law was broken or that the Mylan Defendants did anything wrong. The Mylan Defendants deny all legal claims in this Action. The Plaintiffs and Class Counsel think the Settlement is best for all Class Members. The Settlement Agreement is ultimately subject to Court Approval.

WHO IS IN THE SETTLEMENT?

5. Is the municipality or local government a Settlement Class Member?

A Canadian municipality or local government (excluding a Canadian Indigenous, Metis, First Nation or Inuit community or government) will be a Settlement Class Member if it does not opt out of the Settlement and the Settlement is approved by the Court. If the Court approves the Settlement, the Settlement will bind the Settlement Class Members.

Canadian municipalities and local governments include every county, regional municipality, regional district, regional county municipality, town, city, village, rural municipality, parish council or government, rural municipality, township, hamlet, borough, ville, arrondisement, local services board or local service district anywhere within Canada, as well as any agency, subdivision or special-purpose body of any of the foregoing, or any similar governmental body or entity.

6. Are there exceptions to being included in the Settlement?

Yes. The following are not included in the Settlement:

(a) all Canadian Indigenous, Metis, First Nation and Inuit communities and governments in Canada; and
(b) all Canadian municipalities and local governments that opt out of the Settlement in accordance with the opt-out procedure set out below in this notice.

7. What if the municipality or local government is unsure if it is included in the Settlement?

If you are not sure whether a municipality or local government is included in the Settlement, or have any other questions about the Settlement, visit www.napolilaw.ca. You may also write with questions to Class Counsel at Napoli Shkolnik Canada, 1000 - 7 Avenue S.W., Suite 400, Calgary, Alberta, T2P 5l5, or send an email to [insert].

THE SETTLEMENT BENEFIT

8. What does the Settlement provide?

The Settlement provides an all-inclusive payment of CAD$125,000.00 by Mylan to be held in trust for the benefit of the Settlement Members, as directed by the Court. The Settlement allows the Plaintiffs to continue the National Municipalities & Local Governments Class Action against the Non-Settling Defendants.

9. Why is Class Counsel Recommending the Settlement?

Class Counsel reached the Settlement after weighing the risks and benefits of the Settlement to the Settlement Class compared with those of continuing the Action. Among other things, Class Counsel considered the uncertainty and delay associated with continued litigation, including the uncertainty

of legal and factual issues raised in the Action that have not been determined by the Court. Class Counsel also considered Mylan's minimal sales of opioid Products, and the continuation of the Action against the Non-Settling Defendants. Class Counsel balanced these factors and other substantial risks in determining that the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class.

10. What is the municipality or local government giving up?

By participating in the Settlement, Canadian municipalities and local governments give up the right to sue Mylan or any Releasees about the legal claims the Settlement resolves ever again.

OPTING OUT OF THE SETTLEMENT

If the municipality or local government does not want to be bound by the Settlement, it must take steps to opt out of the Settlement. If a municipality or local government opts out, it will preserve its right to sue Mylan and related entities by instituting its own action, at its own expense, regarding the allegations made in the Action.

11. How does the municipality or local government opt out of the Settlement?

To opt out of the Settlement, the municipality or local government must send an Opt Out Request by regular mail to Napoli Shkolnik Canada at the address provided below. The Opt Out Request must contain the following information:

1. The name of this Action: National Municipalities & Local Governments Class Action and the Court file number, 2001-07073;
2. The name of the municipality or local government electing to opt out of the Settlement;
3. The name and address of the municipality or local government's representative;
4. A statement that the representative is duly authorized to represent and bind the municipality or local government for the purpose of opting out, and attach a copy of any necessary municipal council resolution;
5. A declaration that the municipality or local government wants to be excluded from the Settlement Class; and
6. The signature of the representative of the municipality or local government and the date on which the Opt Out Request is signed.

The municipality or local government cannot ask to be excluded by phone, by email, or on the Website. An Opt Out Request must be mailed and postmarked by [insert Opt-Out Deadline] to Napoli Shkolnik Canada at:

[insert]

An election to opt out must be exercised individually by a Class Member, not as or on behalf of a group, class, or subclass, and not by any appointees, assignees, claims brokers, claims filing services,

claims consultants, third-party claims organizations, or any organization or association representing a group of Class Members or any one of them, with the exception that an election to opt out may be submitted by a Class Member's duly authorized representative, including counsel, on an individual basis.

If the municipality or local government does not comply with these opt out procedures, including the Opt Out Deadline, it will remain a Settlement Class Member and lose the ability to be excluded from the Settlement. As a Settlement Class Member, its rights will be determined in this Action by the Settlement, provided that it is approved by the Court.

THE LAWYERS REPRESENTING THE CLASS

12. Does the municipality or local government have a lawyer in this Action?

Napoli Shkolnik Canada is Class Counsel in this Action. The municipality or local government will not be charged (subject to payment of court-approved fees from the Settlement Amount) for the work of these lawyers. If it wants to be represented by its own lawyer in this Action, it may hire one at its own expense.

If the municipality or local government chooses to participate in the Settlement and does not elect to be excluded from the Settlement Class in the manner described above, it will be deemed by the Court to be a Settlement Class Member. As a Settlement Class Member, it will be represented by Class Counsel, but will not be charged for the services of Class Counsel. If the municipality or local government wishes to remain a Settlement Class Member, but it does not wish to be represented by Class Counsel, it may hire its own lawyer to represent it. If the municipality or local government hires its own lawyer, its lawyer must file an appearance no later than [insert deadline], with the Court of King's Bench of Alberta, and must send a copy, by regular mail, to Class Counsel and Counsel for Mylan at the addresses provided below, postmarked no later than [insert deadline]:

CLASS COUNSEL	COUNSEL FOR MYLAN
Casey R. Churko Clint Docken, K.C. Napoli Shkolnik Canada, 1000 -7 Avenue S.W., Suite 400 Calgary, Alberta, T2P 5l5	Scott Maidment Jennifer Dent McMillan LLP Brookfield Place, 181 Bay Street, Suite 4400 Toronto, Ontario, M5J 2T3

If the municipality or local government does not elect to be excluded from the Settlement, it will continue to be a Settlement Class Member, even if it is represented by its own lawyer. The municipality or local government will be responsible for any fees and costs charged by its own lawyer.

OBJECTING TO THE SETTLEMENT

13. How can the municipality or local government object to the Settlement?

The municipality or local government may tell the Court that it does not like the Settlement, but only if it remains a Settlement Class Member and does not exclude itself from the Settlement. Specifically, it may tell the Court that it objects to: (i) certification of the Action as a class action; (ii) certain terms of the Settlement; or (iii) Class Counsel's request for legal fees and disbursements.

To do so, the municipality or local government must file a written Objection, together with any supporting documents, with the Court. The written Objection must include:

1. The name of this Action, National Municipalities & Local Governments Class Action, and the Court file number, 2001-07073;
2. The name of the municipality or local government making the Objection;
3. The name and address of the municipality or local government's representative;
4. A declaration by the representative of the municipality or local government that they are duly authorized to represent and bind the municipality or local government accordingly, and attach a copy of any necessary municipal council resolution;
5. An allegation that the municipality or local government making the Objection incurred Abatement Costs or other damages claimed in the National Municipalities & Local Government Class Action;
6. A brief description of the reasons for the Objection;
7. The signature of the authorized representative of the municipality or local government; and
8. The date on which the Objection is signed.

An objector must be a duly authorized representative of a Settlement Class Member. No Objection may be made by any appointees (other than a Settlement Class Member's duly authorized representative), assignees, claims brokers, claims filing services, claims consultants or third-party claims organizations, or any organization or association representing a group of Settlement Class Members or any one of them.

If an authorized representative of the municipality or local government wishes to appear at the Settlement Approval Hearing and be heard orally, they may do so only if, in the written Objection, it states the municipality or local government's desire to have an authorized representative appear at the Settlement Approval Hearing. Objections must be filed with the Court, and separate copies must be provided to Class Counsel by email no later than [insert Opt-Out Deadline]. The copies to be served on Class Counsel must be emailed to the following addresses:

Casey R. Churko: cchurko@napolilaw.com
Clint Docken, K.C.: cdocken@napolilaw.ca

If the municipality or local government chooses to object to the Settlement, it must also make a duly authorized representative of the municipality or local government available for examination under oath within 21 days of delivery of its Objection.

If the municipality or local government does not comply with these procedures and the deadline for objections, it will lose any opportunity to have its Objection considered at the Settlement Approval Hearing, otherwise contest the approval of the Settlement Agreement, or to appeal from any Order entered by the Court in connection with the Settlement.

14. What is the difference between objecting and opting out?

Opting out of the Settlement means removing a municipality or local government from the Settlement Class. Objecting to the Settlement means writing to the Court and stating your Objection and the reasons that you object to the Settlement. If the municipality or local government opts out of the Settlement Class, it cannot object to the Settlement because it cannot be bound by the Settlement.

THE COURT'S APPROVAL HEARING

15. When and where will the Court decide whether to approve the Settlement?

On [Settlement Approval Hearing Date and time], the Court will hold a public hearing at 601 5th Street SW, Calgary, Alberta, T2P 5P7 to determine whether the Settlement should be approved. The Court will also consider Class Counsel's application for an award of legal fees and disbursements. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class. Settlement Class Members who support the Settlement do not need to appear at the Settlement Approval Hearing or take any other action to indicate their approval of the Settlement. Settlement Class Members who object to the Settlement are not required to attend the Settlement Approval Hearing. If the municipality or local government wants its Objection to the Settlement to be heard orally, either by an authorized representative or through its own separate lawyer, it must state its intention to appear at the Settlement Approval Hearing in its written Objection, as set forth above at question 13.

16. Is it necessary for the municipality or local government to attend the Settlement Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, an authorized representative of the municipality or local government is welcome to attend the Settlement Approval Hearing at the municipality or local government's own expense. If a written Objection was sent on behalf of the municipality or local government, a representative is not required to attend the Settlement Approval Hearing to talk about it. If the written Objection was emailed on time, the Court will consider it. The municipality or local government may also pay for its own lawyer to attend the Settlement Approval Hearing, but their attendance is not necessary.

GETTING MORE INFORMATION

17. How does the municipality or local government get more information?

A complete copy of the Settlement Agreement is available at www.napolilaw.ca. Questions can be sent to Napoli Shkolnik Canada, 1000 - 7 Avenue S.W., Suite 400, Calgary, Alberta, T2P 5l5, or by e-mail to [insert]. The municipality or local government may also seek advice and guidance from its own private lawyer at its own expense.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR MYLAN FOR INFORMATION ABOUT THE SETTLEMENT OR THIS ACTION.

THIS NOTICE DOES NOT SUPERSEDE THE TERMS OF THE SETTLEMENT AGREEMENT AND SCHEDULES ATTACHED THERETO. IN THE EVENT OF A CONFLICT BETWEEN THIS NOTICE AND THE SETTLEMENT AGREEMENT, THE SETTLEMENT AGREEMENT SHALL PREVAIL. IN THE EVENT OF A CONFLICT BETWEEN THE ENGLISH AND FRENCH VERSIONS OF THIS NOTICE, THE ENGLISH VERSION SHALL PREVAIL.

Capitalized terms used in this Notice are defined in the Settlement Agreement, which can be found at www.napolilaw.ca.

SCHEDULE "C"
TO THE NATIONAL MUNICIPALITIES & LOCAL GOVERNMENTS CLASS ACTION SETTLEMENT AGREEMENT

COURT FILE NUMBER	2001-07073
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFFS	THE CITY OF GRAND PRAIRIE and THE CORPORATION OF THE CITY OF BRANTFORD
DEFENDANTS	MYLAN PHARMACEAUTICALS ULC, and OTHERS
	Brought under the Class Proceedings Act
DOCUMENT	**Settlement Approval Order**

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

McMillan LLP
Attention: Scott Maidment / Jennifer Dent / Gordana Ivanovic
421 7th Avenue S.W., Suite 1700
Calgary, Alberta T2P 4K9
Telephone: (416) 865-7911 / (416) 945-9002 / (403) 531-8740
Fax: (416) 865-7048

Email: scott.maidment@mcmillan.ca / Jennifer.dent@mcmillan.ca / gordana.ivanovic@mcmillan.ca

Napoli Shkolnik Canada
Attention: Clint Docken K.C / Casey R. Churko
1000 -7Avenue S.W., Suite 400
Calgary, Alberta T2P 5l5

Telephone: (403) 619-3612
Fax: (639) 739-2223
Email: cchurko@napolilaw.com / cdocken@napolilaw.ca

DATE ON WHICH ORDER WAS PRONOUNCED:	[Click to Enter a Date]
NAME OF JUDGE WHO MADE THIS ORDER:	**The Honourable Justice Glen H. Poelman**
LOCATION OF HEARING:	**Calgary, Alberta**

UPON THE Application of the Plaintiffs for an Order to approve the Settlement Agreement made with the Defendant, Mylan Pharmaceuticals ULC ("Mylan"), to settle this action (the "Settlement Agreement") as a settlement class proceeding pursuant to Sections 4, 5(5), 35(2) and 35(4) of the *Class Proceedings Act*, S.A. 2003, c. C-16.5 (the "*Class Proceedings Act*");

AND UPON reading the Application, filed, including:

SCHEDULE "C"
TO THE NATIONAL MUNICIPALITIES & LOCAL GOVERNMENTS CLASS ACTION SETTLEMENT AGREEMENT

(a) The Settlement Agreement attached to this order as **Appendix "A";**
(b) The affidavit of [name], sworn [date], and the exhibits referred to therein;

AND UPON BEING ADVISED that service of notice of the Application has been effected by the Plaintiffs on Mylan and the Non-Settling Defendants via email correspondence, and which is hereby deemed valid service by this Honourable Court;

AND ON BEING ADVISED that the Parties consent to this Order;

AND UPON HEARING the submissions of Class Counsel and Counsel for Mylan;

AND without any admission of liability on the part of the Mylan Defendants, who have denied any and all liability;

IT IS HEREBY ORDERED THAT:

Interpretation

1. The Settlement Agreement is hereby incorporated by reference into and forms part of this Order. The definitions set out in the Settlement Agreement also apply to and are incorporated into this Order.

2. In the event of any conflict between the Settlement Agreement and this Order, this Order shall prevail.

3. The insertion of headings into this Order is for convenience of reference only and shall not affect the construction or interpretation of this Order or the Settlement Agreement.

Class Notice

4. The Notice Administrator has published and disseminated the Class Notice in accordance with the Notice Plan and the *Notice Approval Order* dated [insert]. The publication and dissemination of the Class Notice first occurred on [date] and that date is hereby declared to be the Class Notice Date.

5. The publication and dissemination of the Class Notice by the Notice Administrator has satisfied the requirements of Canadian principles of natural justice and the notice requirements of Section 20 of the *Class Proceedings Act*.

Settlement Approval

6. The Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class, and it is hereby approved pursuant to Section 35 of the *Class Proceedings Act*.

7. The Settlement Agreement shall be implemented and enforced in accordance with its terms.

8. This Order and the Settlement Agreement are binding upon the Settlement Class.

SCHEDULE "C"

TO THE NATIONAL MUNICIPALITIES & LOCAL GOVERNMENTS CLASS ACTION SETTLEMENT AGREEMENT

Released Claims

9. It is hereby declared that each Releasor has released and shall be conclusively deemed to have forever and absolutely released, acquitted, and discharged the Releasees from the Released Claims.

10. No Releasor may file, commence, prosecute, intervene in, or participate as a plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the Released Claims.

11. No Releasor may file, commence, or prosecute any lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any other person (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the Released Claims.

12. No Releasor may now or hereafter institute, continue, maintain or assert, either directly or indirectly, 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 person who may claim contribution or indemnity, or other claims over for relief, from any Releasee in respect of any Released Claim or any matter related thereto.

13. The use of the term "Released Claims" in this Order does not constitute a release of claim by those Settlement Class Members from any province or territory where the release of one tortfeasor is a release of all tortfeasors.

14. Instead of releasing the Released Claims against all Releasees, upon the Effective Date, each Settlement Class Member from any province or territory where the release of one tortfeasor is a release of all tortfeasors, is hereby deemed to covenant and undertake not to make any claim in any way nor to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

No Admission of Liability

15. Nothing in this Order shall be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or an admission of any wrongdoing or liability by the Mylan Defendants or any other Releasee, or an admission of the truth of any of the claims or allegations contained in this class action, its pleadings, or any other pleading filed by the Plaintiffs in any other litigation.

Termination

16. If the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void on subsequent application made on notice, and each Party to the action shall then be restored to its respective position in the action as existed immediately prior to the execution of the Settlement Agreement.

Jurisdiction and Application for Directions

17. It is hereby declared that the Plaintiffs and Mylan have acknowledged the jurisdiction of this Court in this class action and have attorned 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.

18. For the purposes of administration and enforcement of this Order and the Settlement Agreement, this Court will retain an ongoing supervisory role.

19. The Plaintiffs, Mylan, or their respective Counsel, may apply, on notice to all parties, to this Court for directions in respect of the implementation or administration of this Order or the Settlement Agreement.

Dismissal of the Action

20. This Court hereby dismisses this action as against Mylan, Mylan N.V., Mylan II B.V. and Meda Pharma B.V., on a with prejudice and without costs basis and dispenses with any other notice requirements pursuant to section 35(7) of the *Class Proceedings Act* other than those which were previously approved and executed pursuant to the *Notice Approval Order.*

21. Upon the Effective Date, each of the Settlement Class Members shall be deemed to have consented to a dismissal as against the Releasees of any other actions or proceedings commenced by or on behalf of a Settlement Class Member in respect of the Released Claims, without costs and with prejudice.

22. No Settlement Class Members shall now or hereafter threaten, institute, pursue, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, any action, suit, cause of action, claim, proceeding, complaint or demand against or collect or seek to recover from any Releasee or any other Persons 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, save and except for the continuation of claims against Persons other than the Releasees in the National Municipalities & Local Governments Class Action.

23. Except as provided in the Settlement Agreement, or otherwise required by law, no Settlement Class Member may directly or indirectly assist with respect to any claim made or action commenced by any Person against the Releasees, which relates to the Covered Conduct or 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.

24. With the exception of two proceedings commenced in the Province of Saskatchewan in the Court of King's Bench for Saskatchewan and identified, respectively, by court file nos. QB 72/21 and KGB-PA-00210-2023, Class Counsel will not commence or prosecute any lawsuits against the Releasees related to the Released Claims, nor will they disparage the Releasees.

Bar Orders

25. All claims for contribution, indemnity or other claims over against a Releasee, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes, fees and costs, relating directly or indirectly to the Released Claims, which were or could have been brought in the National Municipalities & Local Governments Class Action or otherwise, or could in the future be brought on the basis of the same events, actions and omissions underlying the National

Municipalities & Local Governments Class Action or otherwise, by any Non-Settling Defendant(s) or any other person who is not a Releasee against a Releasee, are barred, prohibited and enjoined in accordance with the terms of the order.

26. In respect of all claims (except a claim pursuant to section 36 of the *Competition Act*, R.S.C. 1985, c. C-34, which shall be subject to this provision only if the Court determines there is a right of contribution, indemnity or any other claims over, whether in equity or in law, Quebec civil law, by statute or otherwise):

    i. The Plaintiffs and the other Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or any other person or party that is not a Releasee, that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, monetary award, taxes, interests, costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*, R.S.C. 1985, c. C-34), and any other recovery relating to or arising from, directly or indirectly, the Released Claims, that corresponds to the proportion of any judgment that, had they not settled, any Canadian superior court would have apportioned to the Releasees in this action, at trial or otherwise (the "Proportionate Liability of the Releasees").

    ii. The Plaintiffs and the other Settlement Class Members shall limit their claims against the Non-Settling Defendants or any other persons or parties who are not Releasees to not include, and shall not seek to recover from those other parties, that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, monetary award, taxes, interests, costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*), and any other recovery relating to or arising from, directly or indirectly, the Released Claims, that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise.

    iii. Any Superior Court shall have full authority to determine, in accordance with procedures that the Court may specify, the Proportionate Liability of the Releasees, whether or not the Releasees are parties or appear at the trial or other disposition, and any determination in respect of the Proportionate Liability of the Releasees shall only apply in such proceedings and shall not be binding on the Releasees in any other proceedings.

Publication of this Order

27. Class Counsel shall forthwith publish a copy of this Order on the Website together with a brief statement that the Settlement Agreement has been approved in accordance with this Order. There shall be no other notice giving obligations on either of the Parties or the Notice Administrator in relation to the settlement class certification or dismissals that are the subject of this Order.

Fees

28. Class Counsel Fees in the amount of $43,750 plus GST and reasonable disbursements in relation to the Approval Applications are hereby approved.

29. Class Counsel Fees shall be paid out of the Settlement Amount.

SCHEDULE "C"

TO THE NATIONAL MUNICIPALITIES & LOCAL GOVERNMENTS CLASS ACTION SETTLEMENT AGREEMENT

Costs

30. There will be no costs of this application.

_____

The Honourable Justice Glen H. Poelman of the Court of King's Bench of Alberta