

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE)	THURSDAY _____, THE 27TH
)	
)	
JUSTICE STANDRYK)	DAY OF NOVEMBER _____, 2025 _____

B E T W E E N:

ANN SCHWOOB, CODY SCHWOOB and KRISTY BISHOP

Plaintiffs



- and -

BAYER INC.

Defendant

Proceeding under the Class Proceedings Act, 1992

ORDER
(SETTLEMENT APPROVAL)

THIS MOTION, made by the Plaintiffs for an Order approving the Settlement Agreement entered into with the Defendant dated July 30, 2025 and dismissing this action, was heard this day;

ON READING the materials filed, including the Settlement Agreement attached to this Order as **Schedule "A"** [as well as **any objections filed**];

AND ON HEARING the submissions of counsel for the parties [**and any objectors**];

AND ON BEING ADVISED that the parties consent to this order;

THIS COURT ORDERS that:

Trigger Date

1. For the purposes of this Order, the “**Trigger Date**” shall be the date on which orders in substantially the same form as this Order have been granted and issued by the Superior Court of Québec and the Court of King's Bench for Saskatchewan (the “**Other Orders**”).
2. In accordance with the terms of the Settlement Agreement, this Order is conditional on the Other Orders, and the effect of this Order shall be suspended until the Trigger Date. For greater certainty, this Order shall automatically become effective on the Trigger Date, without the need for any further order from this Court.

Settlement Approval

3. The Settlement Agreement is incorporated by reference into this Order, and the definitions set out in the Settlement Agreement apply to and are incorporated into this Order. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
4. All provisions of the Settlement Agreement (including the preamble, recitals, and definitions) form part of this Order and are binding upon: (1) the Settlement Class Members who did not validly opt out of this action, including those persons who are minors or mentally incapable, and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194 are dispensed with in respect of the action; (2) the Plaintiffs; (3) the Releasers and Releasees; (4) Class Counsel; (5) the Provincial Health Insurers; and (6) Bayer Inc.
5. The Settlement is fair, reasonable, and in the best interests of the Class, and it is hereby approved pursuant to the provisions of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.

Notices of Settlement Approval

6. The short-form and long-form Notices of Settlement Approval, and the Settlement Approval Press Release, are hereby approved substantially in the forms attached to this Order as **Schedules “B” to “D”**, respectively.

7. The Notices of Settlement Approval and the Settlement Approval Press Release shall be published and disseminated in accordance with the Notice Plan previously approved by order dated August 19, 2025.

Claims Administration

8. The Claims Administrator previously appointed by order dated August 19, 2025, shall publish and disseminate the Notices of Settlement Approval and the Settlement Approval Press Release in accordance with the Notice Plan and the terms of the Settlement Agreement.

9. The Claims Administrator shall administer the Settlement Fund, facilitate and adjudicate the Claims process, and report to the Court and the parties in accordance with the terms of the Settlement Agreement and the Benefits and Distribution Protocol.

10. Neither Bayer Inc. nor any Releasee shall have any liability relating to the administration of the Settlement Fund. This includes all aspects of the administration, including, without limitation, any distribution or investment of the Settlement Fund by the Claims Administrator or Class Counsel.

11. The Claims Administrator shall, and is hereby empowered to, carry out any and all other duties required of it under the Settlement Agreement.

12. The Claims Administrator shall abide by the confidentiality obligations and restrictions set out in the Settlement Agreement.

Dismissal and Release

13. Upon the Trigger Date, this action is hereby dismissed without costs and with prejudice, and such dismissal shall be a full and complete defence to any subsequent proceeding in respect of the subject matter hereof.

14. The releases provided in sections 8 and 9 of the Settlement Agreement are approved and will take effect upon the Effective Date as defined in the Settlement Agreement.

15. Upon the Effective Date, each Releasor and Provincial Health Insurer has released, and shall be conclusively deemed to have forever and absolutely released, all Releasees from the Released Claims.

16. Upon the Effective Date, each Releasor and Provincial Health Insurer shall not institute, continue, maintain, intervene in, or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any proceeding, cause of action, claim, or demand against any Releasee, or against any other person who may claim contribution, indemnity, or other relief over from any Releasee, in respect of any Released Claim.

Other

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

18. On notice to this Court, but without further order of this Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

19. Neither the Settlement Agreement (including all terms thereof) nor its performance and implementation shall be construed as any admission by Bayer Inc. in respect of: (1) the validity of any claim, theory, or fact; (2) any liability, fault, or responsibility; or (3) the existence, cause, or extent of any damages or losses alleged or suffered by any Settlement Class Member.

20. Other than that which has been provided for in the Settlement Agreement, no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement.

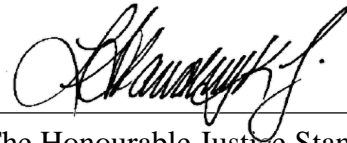
21. In the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be declared null and void and of no force or effect, without the need for any further order of this Court, but with notice to the Settlement Class.

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

23. There shall be no costs of this motion.

Date of Issuance:
November 29, 2025
Registrar

A handwritten signature in black ink, appearing to read 'Standryk J.', is written over a horizontal line.

The Honourable Justice Standryk

**YASMIN/YAZ CLASS ACTIONS
NATIONAL SETTLEMENT AGREEMENT**

Made as of July 30, 2025

Between

**ANN SCHWOOB, CODY SCHWOOB, and KRISTY BISHOP
DAWN DEMBROWSKI, ALINA POPA, and LEANNE HUVENAARS
JANIE GUINDON, GENEVIÈVE GLADU, and JULIEN LEBOEUF**

(the "Plaintiffs")

- and -

**BAYER INC., BAYER CORPORATION, BAYER HEALTHCARE
PHARMACEUTICALS INC., BAYER HEALTHCARE LLC, and BERLEX
LABORATORIES, INC.**

(the "Defendants")

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RECITALS

WHEREAS:

- A. The Parties hereby enter into this Settlement Agreement to settle the Actions pursuant to the terms and conditions set forth herein, and subject to approval by all three Courts on a national basis;
- B. The Plaintiffs alleged that Yasmin and YAZ oral contraceptive pills were associated with an increased risk of suffering blood clots (arterial thromboembolism and venous thromboembolism) and gallbladder disease, compared to other available oral contraceptives. The Plaintiffs further alleged that the increased risk was known to the Defendants, and they failed to timely or adequately communicate the risk to consumers and the medical community;
- C. The Defendants denied and continue to deny the allegations;
- D. The Actions were certified as class proceedings by the Ontario Court on April 15, 2013, by the Saskatchewan Court on September 17, 2015, and by the Québec Court on July 26, 2018, respectively;
- E. The Parties intend by this Settlement Agreement to resolve all claims for damages alleged to be caused by the Yasmin and/or YAZ oral contraceptives made by:
 - a. all persons resident in Canada who were prescribed and ingested Yasmin and/or YAZ between December 10, 2004 (in respect of Yasmin) or January 6, 2009 (in respect of YAZ) and:
 - i. in the case of residents of Ontario and Québec, November 30, 2011; and
 - ii. in the case of all other Canadian residents (excluding Ontario and Québec), October 4, 2016and who were subsequently diagnosed with arterial thromboembolism, venous thromboembolism, and/or gallbladder disease, excluding any Opt Out;
 - b. all persons resident in Canada who, by virtue of a personal relationship to any one or more of the persons described in (a) above, has a Family Law Act Derivative Claim for damages, excluding any Opt Out or Provincial Health Insurer; and
 - c. all Provincial Health Insurers in respect of any claims connected to Settlement Class Members;
- F. Counsel to the Parties have conducted settlement negotiations in good faith and at arm's length to come to the resolution herein;

- G. The Defendants do not admit, through the execution of this Settlement Agreement or otherwise, any liability for negligent, unlawful, or otherwise actionable conduct alleged in the Actions or otherwise, and they deny any such allegations;
- H. The Plaintiffs, Class Counsel, and the Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed as an admission by or evidence against the Releasees, or evidence of the truth of any of the Plaintiffs' allegations against the Releasees, which allegations are expressly denied by the Defendants;
- I. The Plaintiffs and Class Counsel have concluded that this Settlement Agreement provides substantial benefits to Settlement Class Members and is fair, reasonable, and in the best interests of Settlement Class Members based on an analysis of the facts and applicable law, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective, and assured method provided in this Settlement Agreement of resolving the claims of Settlement Class Members;
- J. The Defendants have similarly concluded that this Settlement Agreement is desirable in order to avoid the time, risk, uncertainty, and expense of defending multiple and protracted lawsuits, and in order to resolve finally and completely the pending and potential claims of Settlement Class Members against the Defendants;
- K. The Parties intend by this Settlement Agreement to finally resolve on a national basis, without admission of liability, the Actions and all the present and future claims of Settlement Class Members against the Defendants relating in any way (i) to the facts alleged in the Actions regarding Yasmin and/or YAZ oral contraceptives; and (ii) to the allegations in overlapping Dormant Class Actions and Individual Actions commenced by Opt Outs. The resolution of the Dormant Class Actions is governed by this Settlement Agreement, and the resolution of the Individual Actions is governed by separate agreement(s);
- L. The Provincial Health Insurers have confirmed that they approve and will not object to court approval of the Settlement provided for in this Settlement Agreement, and that they will accept payment from the Provincial Health Insurer Fund in accordance with Exhibit "A" of the Benefits and Distribution Protocol in full and complete satisfaction of all Provincial Health Insurer Rights of Recovery that they may have, whether by subrogation or by independent right of action, in respect of Settlement Class Members' injuries allegedly due to their ingestion of Yasmin and/or YAZ between December 10, 2004 (in respect of Yasmin) or January 6, 2009 (in respect of YAZ) and November 30, 2011 (in the case of Ontario and Québec residents) or October 4, 2016 (in the case of all residents of Canada, excluding Ontario and Québec); and
- M. For the purposes of settlement only, and contingent on orders by the Courts as provided for in this Settlement Agreement, the Plaintiffs have consented to dismissal and/or discontinuance of the Ontario and Saskatchewan Class Actions and to having the Québec

Class Action declared settled out of court, in each case with prejudice and without costs. The Parties acknowledge that the Settlement is contingent both on approval by all three Courts as provided for in this Settlement Agreement and on the other provisions of this Settlement Agreement, and this Settlement Agreement is entered into with the express understanding that the Settlement shall not derogate from the respective rights of the Parties relating to the Actions or the Dormant Class Actions in the event that this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason;

NOW THEREFORE in consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1 – PREAMBLE AND SCHEDULES

- (1) The Parties represent to one another that the statements made in the preamble and recitals to this Settlement Agreement are true and correct and form an integral part of this Settlement Agreement.
- (2) The schedules appended to this Settlement Agreement form an integral part of this Settlement Agreement. The schedules to this Settlement Agreement are:
 - (a) **Schedule “A”** – Benefits and Distribution Protocol
 - i. **Exhibit “A”** – Pro-Rata Amounts for Provincial Health Insurers
 - (b) **Schedule “B”** – Notices of Settlement Approval Hearing (Short-Form and Long-Form) and Settlement Approval Hearing Press Release
 - (c) **Schedule “C”** – Form of Notice Order
 - (d) **Schedule “D”** – Notice Plan
 - (e) **Schedule “E”** – Notices of Settlement Approval (Short-Form and Long-Form) and Settlement Approval Press Release
 - (f) **Schedule “F”** – Form of Settlement Approval Order
 - (g) **Schedule “G”** – Notice of Proposed Terms of Settlement
 - (h) **Schedule “H”** – Provincial Health Insurer Consent and Release
 - (i) **Schedule “I”** – User Claim Form and Family Member Claim Form

SECTION 2 – DEFINITIONS

- (a) **Actions** means: (i) *Schwoob et al. v. Bayer Inc.* (Court File No. 52030/10), commenced in the Ontario Court; (ii) *Guindon et al. v. Bayer Inc.* (Court File No. 500-06-000484-093), commenced in the Québec Court; and (iii) *Dembrowski et al. v. Bayer Inc. et al.* (Court File No. QB 1611 of 2009 or QBG-SA-01611-2009), commenced in the Saskatchewan Court.
- (b) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes, and any other amounts incurred or payable to the Claims Administrator for the cost of administering this Settlement Agreement, including the costs associated with the Settlement Website, costs associated with the publication and dissemination of any notices or press releases as set out in this Settlement Agreement, and any fees, costs, and disbursements incurred as a result of administering and adjudicating the Claims, and, for the avoidance of doubt, excluding Class Counsel Fees.
- (c) **Approved Claimant** means a Claimant who is determined by the Claims Administrator to be eligible to receive benefits from the Settlement Fund in accordance with this Settlement Agreement and the Benefits and Distribution Protocol.
- (d) **Approved Claims Report** means the report prepared by the Claims Administrator as described in section 5.1 and the Benefits and Distribution Protocol.
- (e) **Benefits and Distribution Protocol** means the protocol setting out Claimant criteria, allocation of points to Claimants, and the process for distribution from the Settlement Fund, such protocol to be substantially in the form attached hereto as Schedule “A”.
- (f) **Claim** means a request for benefits made by a Claimant by filing a Claim Form and supporting documents with the Claims Administrator in accordance with the procedure in this Settlement Agreement and the Benefits and Distribution Protocol.
- (g) **Claimant** means any Settlement Class Member who files a Claim Form pursuant to the terms of this Settlement Agreement and the Benefits and Distribution Protocol.
- (h) **Claims Administrator** means such third-party claims administration company agreed to by the Parties and appointed by the Courts to deliver notices in accordance with the Notice Plan, to administer the process for adjudicating Claims in accordance with this Settlement Agreement and the Benefits and Distribution Protocol, and to carry out any other duties required under this Settlement Agreement or as ordered by the Courts.
- (i) **Claim Form** means either the User Claim Form or the Family Member Claim Form that Settlement Class Members must complete and submit, along with the required supporting documents, in order to seek benefits from the Settlement Fund in accordance with this Settlement Agreement and the Benefits and Distribution Protocol, and **Claim Forms** means the User Claim Form and Family Member Claim Form collectively.

- (j) **Class Counsel** means McKenzie Lake Lawyers LLP, Siskinds Desmeules s.e.n.c.r.l., and Merchant Law Group LLP.
- (k) **Class Counsel Fees** means the fees, disbursements, HST, GST/PST, and other applicable taxes or charges of Class Counsel, as approved by the Courts.
- (l) **Courts** means the Ontario Court, the Québec Court, and the Saskatchewan Court collectively, and **Court** means any of those Courts individually.
- (m) **Defence Counsel** means Torys LLP.
- (n) **Dormant Class Actions** means the following proceedings:
 - a. *Leah Benetti et al. v. Bayer Inc. et al.*, Court File No. 10-1142 (British Columbia);
 - b. *Josee Ethier v. Bayer Inc. et al.*, Court File No. 500-06-000503-108 (Québec);
 - c. *Patricia Flanagan v. Bayer Inc. et al.*, Court File No. 200-06-000122-104 (Québec);
 - d. *Samantha Hodgins et al. v. Bayer Inc. et al.*, Court File No. 326360 (Nova Scotia);
 - e. *Jodie Lavigne et al. v. Bayer Inc. et al.*, Court File No. MC025810 (New Brunswick);
 - f. *Adrienne McDonnell et al. v. Bayer Inc. et al.*, Court File No. CI 10-01-65931 (Manitoba);
 - g. *Heather Muggeridge et al. v. Bayer Inc. et al.*, Court File No. 2010 No. 01T 1636 CP (Newfoundland and Labrador);
 - h. *Natasha Pauley v. Bayer Corporation et al.*, Court File No. Hfx. No. 330493 (Nova Scotia);
 - i. *Catherine Ross et al. v. Bayer Inc. et al.*, Action No. 1001 04505 (Alberta); and
 - j. *Amy Woods et al. v. Bayer Inc. et al.*, Court File No. 09-47134 (Ontario).
- (o) **Effective Date** means the date upon which all of the following have occurred:
 - a. each Provincial Health Insurer has provided all statutorily required consents or approvals, and has provided an executed Provincial Health Insurer Consent and Release;
 - b. copies of all statutorily required consents and approvals from each Provincial Health Insurer, and copies of all executed Provincial Health Insurer Consents and Releases, have been received by Defence Counsel;

- c. the Settlement Approval Orders have been granted by all three Courts and have become Final Orders;
 - d. the Ontario and Saskatchewan Class Actions have been dismissed or discontinued, in each case with prejudice and without costs, and the Québec Class Action has been declared settled out of court;
 - e. each of the Dormant Class Actions and Individual Actions have been dismissed with prejudice and without costs; and
 - f. this Settlement Agreement has not been terminated.
- (p) **Evidence** means Injury Evidence or Product Identification Evidence.
- (q) **Family Law Act Derivative Claim** means a claim for damages by virtue of a personal relationship with another person, as provided for under Ontario's *Family Law Act*, R.S.O. 1990, c. F.3 and equivalent family law statutes in the other Canadian provinces and territories.
- (r) **Family Member Claim Form** means the Claim Form to be completed and submitted by Family Settlement Class Members, substantially in the form attached as Schedule "I-2".
- (s) **Final Order** means an order entered by a Court approving this Settlement Agreement after the time to appeal such order has expired without any appeal being commenced, or, if an appeal is commenced, an order affirming the approval of this Settlement Agreement upon the final disposition of all appeals.
- (t) **Individual Actions** means the following proceedings commenced by Opt Outs:
- a. *Jessica Lethbridge v. Bayer Inc.*, Court File No. 248/15 (Ontario);
 - b. *Robyn Bacon v. Bayer Inc.*, Court File No. 249/15 (Ontario);
 - c. *Susan Holmes v. Bayer Inc.*, Court File No. 247/15 (Ontario); and
 - d. *Lisa Elliot et al. v. Bayer Inc.*, Court File No. CV-19-00631371-0000 (Ontario).
- (u) **Injury Evidence** means proof of each Qualifying Medical Condition or Qualifying Associated Fatality in a Claim by way of medical records that specify the Qualifying Medical Condition or Qualifying Associated Fatality and the date thereof, which records may include contemporaneous physician records or hospital records, supplemented by a letter from the physician providing any needed clarification of the contents of the records.
- (v) **Non-Refundable Expenses** means Administration Expenses incurred prior to any termination of this Settlement Agreement.

- (w) **Notice Orders** means the orders made by the Courts substantially in the form attached as Schedule “C” (i) approving the Notices of Settlement Approval Hearing and Settlement Approval Hearing Press Release; (ii) approving the Notice Plan and ordering the publication and dissemination of the Notices of Settlement Approval Hearing and the Settlement Approval Hearing Press Release in accordance with this Notice Plan; (iii) appointing the Claims Administrator; and (iv) scheduling the Settlement Approval Hearing(s), and **Notice Order** means such an order from any of the Courts individually.
- (x) **Notice Plan** means the plan to disseminate the Notices of Settlement Approval Hearing, the Settlement Approval Hearing Press Release, the Notices of Settlement Approval, the Settlement Approval Press Release, and other Settlement documents and information to the Settlement Class, such plan to be substantially in the form attached as Schedule “D”.
- (y) **Notices of Settlement Approval** means the short-form and long-form notices informing Settlement Class Members of the approval of this Settlement Agreement by the Courts, such notices to be substantially in the form attached as Schedule “E” or as otherwise approved by the Courts.
- (z) **Notices of Settlement Approval Hearing** means the short-form and long-form notices informing Settlement Class Members of the date(s) and location(s) of the upcoming Settlement Approval Hearing(s) and the process by which a Settlement Class Member may object to this Settlement Agreement, such notices to be substantially in the form attached as Schedule “B” or as otherwise approved by the Courts.
- (aa) **Objection Deadline** means 5:00pm Eastern Time on the first business day that is forty-five (45) days after the Notices of Settlement Approval Hearing are first published and disseminated.
- (bb) **Objection Period** means the period beginning on the first business day after the Notices of Settlement Approval Hearing are first published and disseminated and ending on the Objection Deadline.
- (cc) **Ontario Class Action** means *Schwoob et al. v. Bayer Inc.* (Court File No. 52030/10), commenced in the Ontario Court.
- (dd) **Ontario Counsel** means McKenzie Lake Lawyers LLP, and **Settlement Counsel** has the same meaning.
- (ee) **Ontario Court** means the Ontario Superior Court of Justice.
- (ff) **Ontario Plaintiffs** means Ann Schwob, Cody Schwob, and Kristy Bishop collectively, and **Ontario Representative Plaintiffs** has the same meaning.
- (gg) **Ontario and Saskatchewan Representative Plaintiff Honoraria** means an all-inclusive honoraria payment, subject to approval by the Courts, of CAD \$6,000.00 from the Settlement Fund, to be divided equally among the Ontario and Saskatchewan

Representative Plaintiffs for their time and extraordinary efforts pursuing the litigation and representing the Settlement Class.

- (hh) ***Opt Out*** means any person who properly exercised their right to opt out of participation in any of the Actions in accordance with the terms of the orders certifying or authorizing the Actions as class proceedings, and who has not subsequently withdrawn such opt out.
- (ii) ***Party and/or Parties*** means the Defendants, the Plaintiffs, and, where necessary, the Settlement Class Members.
- (jj) ***Product Identification Evidence*** means proof of Yasmin and/or YAZ ingestion by way of a pharmacy printout, a letter from a medical facility, a letter from a licensed physician, and/or notes found within medical records.
- (kk) ***Provincial Health Insurers*** means all provincial and territorial ministries of health or equivalents in Canada, and/or provincial and territorial plans funding medical and health care services and costs throughout Canada, and ***Provincial Health Insurer*** means any such ministry or plan individually.
- (ll) ***Provincial Health Insurer Consent and Release*** means the release to be provided by a Provincial Health Insurer substantially in the form attached as Schedule “H”.
- (mm) ***Provincial Health Insurer Fund*** means an all-inclusive amount of CAD \$905,000.00 allocated from the Settlement Fund for payment to Provincial Health Insurers in accordance with the Pro-Rata Amounts for Provincial Health Insurers attached as Exhibit “A” to the Benefits and Distribution Protocol, as set out in sections 5.1 and 5.3.
- (nn) ***Provincial Health Insurer Rights of Recovery*** means all statutory or other authority for the recovery of costs of insured health or medical services as defined in the empowering legislation of each jurisdiction as listed in Exhibit “A” to the Benefits and Distribution Protocol.
- (oo) ***Qualifying Associated Fatality*** means a fatality that entitles a Claimant to receive points in accordance with the Benefits and Distribution Protocol.
- (pp) ***Qualifying Medical Condition*** means an injury that entitles a Claimant to receive points in accordance with the Benefits and Distribution Protocol.
- (qq) ***Québec Class Action*** means *Guindon et al. v. Bayer Inc.* (Court File No. 500-06-000484-093), commenced in the Québec Court.
- (rr) ***Québec Counsel*** means Siskinds Desmeules s.e.n.c.r.l.
- (ss) ***Québec Court*** means the Superior Court of Québec.
- (tt) ***Québec Plaintiffs*** means Janie Guindon, Geneviève Gladu, and Julien LeBoeuf collectively.

- (uu) ***Released Claims*** means any and all manner of claims, demands, actions, suits, and causes of action, whether class, individual, representative, personal, subrogated, or otherwise in nature, damages of any kind, including compensatory, nominal, punitive, or other damages, whenever incurred, and liabilities of any nature whatsoever, including for interest, costs, expenses, class administration expenses, penalties, and lawyers' fees (excluding Class Counsel Fees), whether known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute, or in equity, in this or any other Canadian or foreign jurisdiction, that the Releasors or any of them ever had, could have had, now have, or hereafter can, shall, or may have relating in any way to any conduct or event occurring anywhere that is alleged or that could have been alleged in the Actions or the Dormant Class Actions, or that arises from, is a result of, or is connected in any way with being prescribed Yasmin and/or YAZ and subsequently being diagnosed as having arterial thromboembolism, venous thromboembolism, and/or gallbladder disease.
- (vv) ***Releasees*** means, jointly and severally, individually and collectively, the Defendants and their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, principals, insurers, and all other persons, partnerships, or corporations with whom any of the foregoing have been, or are now, affiliated, and all of their respective past, present, and future officers, directors, employees, stockholders, shareholders, agents, employed or retained lawyers, trustees, servants, and representatives, and the predecessors, successors, purchasers, heirs, executors, administrators, and assigns of each of the foregoing.
- (ww) ***Releasors*** means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members, and their respective successors, heirs, executors, administrators, trustees, and assigns.
- (xx) ***Saskatchewan Class Action*** means *Dembrowski et al. v. Bayer Inc. et al.* (Court File No. QB 1611 of 2009 or QBG-SA-01611-2009), commenced in the Saskatchewan Court.
- (yy) ***Saskatchewan Counsel*** means Merchant Law Group LLP.
- (zz) ***Saskatchewan Court*** means the Court of King's Bench for Saskatchewan.
- (aaa) ***Saskatchewan Plaintiffs*** means Dawn Dembrowski, Alina Popa, and Leanne Huvenaars collectively.
- (bbb) ***Saskatchewan Representative Plaintiffs*** means Dawn Dembrowski and Alina Popa collectively.
- (ccc) ***Settlement*** means the settlement provided for in this Settlement Agreement.
- (ddd) ***Settlement Agreement*** means this agreement, including the recitals, schedules, and exhibits.

- (eee) ***Settlement Approval Hearing(s)*** means the hearing(s) in the motions or applications brought by the Plaintiffs in the Ontario Class Action, Québec Class Action, and Saskatchewan Class Action for the Courts' approval of this Settlement Agreement.
- (fff) ***Settlement Approval Hearing Press Release*** means the press release disseminated in conjunction with the Notices of Settlement Approval Hearing, such press release to be substantially in the form attached as Schedule "B-3" or as otherwise approved by the Courts.
- (ggg) ***Settlement Approval Orders*** means the orders made by the Courts substantially in the form attached as Schedule "F" (i) approving the Settlement Agreement; and (ii) ordering the publication and dissemination of the Notices of Settlement Approval and the Settlement Approval Press Release in accordance with the Notice Plan, and ***Settlement Approval Order*** means such an order from any of the Courts individually.
- (hhh) ***Settlement Approval Press Release*** means the press release disseminated in conjunction with the Notices of Settlement Approval, such press release to be substantially in the form attached as Schedule "E-3" or as otherwise approved by the Courts.
- (iii) ***Settlement Class or Settlement Class Members*** means:
- a. all persons resident in Canada who were prescribed and ingested Yasmin and/or YAZ between December 10, 2004 (in respect of Yasmin) or January 6, 2009 (in respect of YAZ) and:
 - i. in the case of residents of Ontario and Québec, November 30, 2011; and
 - ii. in the case of all other Canadian residents (excluding Ontario and Québec), October 4, 2016
 and who were subsequently diagnosed with arterial thromboembolism, venous thromboembolism, and/or gallbladder disease, excluding Opt Outs, all such persons being ***User Settlement Class Members***; and
 - b. all persons resident in Canada who, by virtue of a personal relationship to any one or more of the persons described in (a) above, has a Family Law Act Derivative Claim for damages, excluding any Opt Out or Provincial Health Insurer, all such persons being ***Family Settlement Class Members***.
- (jjj) ***Settlement Fund*** means the fund comprising an all-inclusive amount of CAD \$9,050,000.00 established in accordance with section 5.
- (kkk) ***Settlement Website*** means the website operated and maintained by the Claims Administrator for the purposes of administering this Settlement Agreement.
- (lll) ***Trust Account*** means an interest-bearing trust account under the control of the Claims Administrator at a Schedule 1 chartered Canadian bank.

- (mmm) **User Claim Form** means the Claim Form to be completed and submitted by User Settlement Class Members, substantially in the form attached as Schedule “I-1”.
- (nnn) **Yasmin** means Yasmin®-branded (*i.e.*, not generic) combined oral contraceptives containing drospirenone and distributed in Canada by Bayer Inc.
- (ooo) **YAZ** means YAZ®-branded (*i.e.*, not generic) combined oral contraceptives containing drospirenone and distributed in Canada by Bayer Inc.

SECTION 3 – SETTLEMENT APPROVAL

3.1 Best Efforts

- (1) The Parties shall use their best efforts to implement this Settlement and to secure the prompt, complete, and final dismissal and/or discontinuance of the Ontario and Saskatchewan Class Actions, and the Dormant Class Actions, in each case with prejudice and without costs, and to have the Québec Class Action declared settled out of court. Pending approval of the Settlement Agreement by the Courts, the Parties agree to hold the Actions and the Dormant Class Actions in abeyance.

3.2 Motions/Applications Seeking Notice Orders

- (1) The Plaintiffs shall bring motions or applications, as applicable, in each Court on consent of the Defendants as soon as practicable after this Settlement Agreement is executed seeking the Notice Orders.
- (2) Prior to filing the motion or application materials in connection with this section, Class Counsel will provide those materials to Defence Counsel in draft form for comment and approval.
- (3) In connection with seeking the Notice Orders, and in order to streamline the settlement approval process, the Parties shall endeavor to schedule a joint Settlement Approval Hearing involving all three Courts pursuant to the *Canadian Judicial Protocol for the Management of Multijurisdictional Class Actions and the Provision of Class Action Notice*.

3.3 Settlement Approval Hearing(s) and Settlement Approval Orders

- (1) The Plaintiffs shall bring one or more motions or applications, as applicable, in each Court on consent of the Defendants seeking the Settlement Approval Orders in accordance with the schedule for the Settlement Approval Hearing(s) set out in the Notice Orders and with any other order or direction of the Courts.
- (2) Prior to filing the motion or application materials in connection with this section, Class Counsel will provide them to Defence Counsel in draft form for comment and approval.

- (3) This Settlement Agreement and the Provincial Health Insurer Consents and Releases shall only become final on the Effective Date.
- (4) The Parties and their counsel agree to take all actions and steps reasonably necessary to obtain the Settlement Approval Orders. The motions and applications for settlement approval submitted to each Court shall seek a Settlement Approval Order that is conditional upon a Settlement Approval Order being made by each of the other Courts.

3.4 Actions in Abeyance

- (1) Until the Settlement Approval Orders have been granted by all three Courts and have become Final Orders, or until this Settlement Agreement is terminated in accordance with its terms, whichever occurs first, Class Counsel, the Plaintiffs, and the Settlement Class Members agree to hold in abeyance all other steps in the Actions and Dormant Class Actions, other than the steps necessary to implement the terms of this Settlement Agreement, unless otherwise agreed to in writing by the Parties.

3.5 Pre-Motion/Application Confidentiality

- (1) Until the motions and/or applications required by section 3.2 are brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior written consent of Defence Counsel and Class Counsel, as the case may be, except as required for the purposes of financial reporting, the preparation of financial records (including tax returns and financial statements), as necessary to give effect to the Settlement Agreement's terms, or as otherwise required by law. Nothing in this section shall bar counsel from communicating with clients or the Provincial Health Insurers, provided that they also shall be required to maintain confidentiality consistent with the provisions of this section.

SECTION 4 – NOTICE TO THE CLASS AND PROVINCIAL HEALTH INSURERS

4.1 The Notices

- (1) The Parties have agreed to the form, contents, and method of dissemination of the Notices of Settlement Approval Hearing, the Settlement Approval Hearing Press Release, the Notices of Settlement Approval, and the Settlement Approval Press Release in the forms attached as Schedules “B” and “E”, respectively, subject to approval by the Courts, which approval shall be sought by the Plaintiffs in accordance with section 3.
- (2) The Notices of Settlement Approval Hearing and the Settlement Approval Hearing Press Release shall be published and disseminated in accordance with the Notice Plan after the Notice Orders are granted by all three Courts, subject to the terms of the Notice Orders.

- (3) The Notices of Settlement Approval and the Settlement Approval Press Release shall be published and disseminated in accordance with the Notice Plan after the Effective Date, subject to the terms of the Settlement Approval Orders.
- (4) The costs of publishing and disseminating the Notices of Settlement Approval Hearing, the Settlement Approval Hearing Press Release, the Notices of Settlement Approval, and the Settlement Approval Press Release, including the associated professional fees (but expressly excluding Class Counsel Fees), will form part of the Administration Expenses to be paid out of the Settlement Fund, in accordance with section 5.3.

4.2 Notice Plan

- (1) The Parties have agreed to the form and contents of the Notice Plan attached as Schedule “D”, subject to approval by the Courts, which approval shall be sought by the Plaintiffs in accordance with section 3.
- (2) The Notices of Settlement Approval Hearing, Settlement Approval Hearing Press Release, Notices of Settlement Approval, and Settlement Approval Press Release shall be published and disseminated in accordance with the Notice Plan, subject to any orders of the Courts.

4.3 Notice of Termination

- (1) If this Settlement Agreement is terminated and one or more of the Courts orders that notice be given to the Settlement Class, the Parties will cause any such notice, in a form approved by the applicable Courts, to be published and disseminated as the Courts direct. The cost of such a notice shall be non-refundable and shall be incurred in accordance with the Courts’ direction.

4.4 Cooperation

- (1) The Parties shall cooperate, assist one another and the Claims Administrator, and undertake all reasonable actions in order to ensure that the Notices of Settlement Approval Hearing, the Settlement Approval Hearing Press Release, the Notices of Settlement Approval, and the Settlement Approval Press Release are published and disseminated in a timely manner by the Claims Administrator.

4.5 Notice to Provincial Health Insurers and Provincial Health Insurer Consent and Release

- (1) Within ten (10) days of execution of this Settlement Agreement, Class Counsel shall complete, and the Defendants shall execute and submit, a Notice of Proposed Terms of Settlement in the form attached as Schedule “G” to the British Columbia Ministry of Health (pursuant to section 13 of the *Health Care Costs Recovery Act*, S.B.C. 2008, c. 27) and to the other Provincial Health Insurers.

- (2) Within ten (10) days of execution of this Settlement Agreement, Class Counsel shall provide a Provincial Health Insurer Consent and Release in the form attached as Schedule “H” to each Provincial Health Insurer for execution.
- (3) No later than ten (10) days prior to the commencement of the Settlement Approval Hearing(s), Class Counsel shall provide all of the executed Provincial Health Insurer Consents and Releases to Defence Counsel.

SECTION 5 – SETTLEMENT BENEFITS

5.1 Payment and Distribution of Settlement Fund

- (1) Within ninety (90) business days of the Effective Date, the Defendants shall pay to the Claims Administrator the Settlement Fund in the amount of CAD \$9,050,000.00, provided the conditions set forth in paragraph 5.1(2) below are met.
- (2) Payment of the Settlement Fund shall be made by wire transfer to the Trust Account. At least sixty (60) business days prior to any payment becoming due, the Claims Administrator shall provide to Defence Counsel in writing the following information and documents necessary to complete the wire transfer: bank name, bank address, bank contact details, ABA number, SWIFT number, Trust Account number, completed copies of any required tax forms, beneficiary name, and beneficiary address. The Claims Administrator shall also provide to Defence Counsel in writing any other information or documents that Defence Counsel requests as necessary to complete the wire transfer.
- (3) The Settlement Fund shall be inclusive of all amounts, including, without limitation, all expenses relating to the Actions or the Dormant Class Actions, all expenses relating to the Settlement Class, interest, costs, fees, the Provincial Health Insurer Fund, payments to Provincial Health Insurers, the Ontario and Saskatchewan Representative Plaintiff Honoraria, Class Counsel Fees, disbursements, taxes, and Administration Expenses. The Settlement Fund shall be provided in full and complete satisfaction of the Released Claims against the Releasees. The Releasees shall have no obligation to pay any amount in addition to the Settlement Fund for any reason pursuant to or in furtherance of the Settlement, this Settlement Agreement, the Actions, or the Dormant Class Actions.
- (4) Within twenty (20) business days of receipt of the Settlement Fund, the Claims Administrator shall make distributions to the Provincial Health Insurers from the Provincial Health Insurer Fund. The amount to be received by each Provincial Health Insurer shall be calculated in accordance with the Pro-Rata Amounts for Provincial Health Insurers set out in Exhibit “A” to the Benefits and Distribution Protocol, subject to the following conditions:
 - a. In order to receive payment from the Provincial Health Insurer Fund, a Provincial Health Insurer must execute the Provincial Health Insurer Consent and Release.

- b. Distributions made to the Provincial Health Insurers from the Provincial Health Insurer Fund shall be in full and final satisfaction of all Provincial Health Insurer Rights of Recovery that the Provincial Health Insurers ever had, now have, or may in the future have, whether by subrogation or by independent right of action, in respect of Settlement Class Members' injuries allegedly due to their ingestion of Yasmin and/or YAZ between December 10, 2004 (in respect of Yasmin) or January 6, 2009 (in respect of YAZ) and November 30, 2011 (in the case of Ontario and Québec residents) or October 4, 2016 (in the case of all residents of Canada, excluding Ontario and Québec).
- (5) Within twenty (20) business days of receipt of the Settlement Fund, the Claims Administrator shall transfer the Ontario and Saskatchewan Representative Plaintiff Honoraria to Settlement Counsel. Settlement Counsel shall receive and hold the Honoraria in trust and cooperate with Class Counsel to facilitate distribution of the Honoraria to the Ontario and Saskatchewan Representative Plaintiffs.
- (6) Within twenty (20) business days of receipt of the Settlement Fund, the Claims Administrator shall transfer the Class Counsel Fees approved by the Courts to Settlement Counsel. Settlement Counsel shall receive and hold the Class Counsel Fees in trust and disburse these amounts to Class Counsel as soon as practicable.
- (7) The Claims Administrator shall adjudicate all Claims and make distributions to Approved Claimants in accordance with the Benefits and Distribution Protocol. The Claims Administrator shall then prepare an Approved Claims Report detailing the total number of Claimants and the amounts distributed to Approved Claimants, as described in the Benefits and Distribution Protocol. The Claims Administrator shall provide a copy of the Approved Claims Report to Class Counsel and Defence Counsel and shall file the Report with the Courts if so required.
- (8) The Parties, Class Counsel, and Defence Counsel are in no way liable for any taxes or other costs or expenses that the Settlement Class Members may be required to pay as a result of receiving benefits from this Settlement. No opinion concerning the tax consequences of this Settlement Agreement to any Settlement Class Member is given or will be given by the Parties, Class Counsel, or Defence Counsel, nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of the Settlement Agreement as to any Settlement Class Member. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting this Settlement Agreement, if any.

5.2 Taxes and Interest on Settlement Fund

- (1) Except as hereinafter provided, all interest earned on the Settlement Fund in the Trust Account shall accrue to the benefit of the Settlement Class Members and the Provincial Health Insurers and shall become and remain part of the Trust Account and the Settlement Fund.
- (2) All taxes payable on any interest which accrues on the Settlement Fund in the Trust Account, or otherwise in relation to the Settlement Fund, shall be paid from the Trust Account. Class Counsel shall be solely responsible for fulfilling all tax reporting and payment requirements arising from the Settlement Fund in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Fund shall be paid from the Trust Account.
- (3) The Releasees and Defence Counsel shall have no responsibility to make any filings relating to the Trust Account, and shall have no responsibility to pay any tax, interest, penalty, or any other amount in connection with the Settlement Fund or the Trust Account. However, if this Settlement Agreement is not approved by the Courts and is terminated in accordance with its terms, or if the Settlement Agreement otherwise fails to take effect for any reason, any interest earned on the Settlement Fund in the Trust Account or otherwise shall be paid to the Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel.

5.3 Allocation of Settlement Fund

- (1) The Settlement Fund of CAD \$9,050,000.00 shall be allocated as follows, subject to the Courts' approval of the Provincial Health Insurer Fund, the Ontario and Saskatchewan Representative Plaintiff Honoraria, and Class Counsel Fees:
 - a. \$8,139,000.00 for the benefit of Settlement Class Members, to be distributed to Approved Claimants in accordance with the Benefits and Distribution Protocol;
 - b. \$905,000.00 for the Provincial Health Insurer Fund; and
 - c. \$6,000.00 for the Ontario and Saskatchewan Representative Plaintiff Honoraria, which shall be divided equally among the Ontario and Saskatchewan Representative Plaintiffs as honoraria for their time and extraordinary efforts pursuing the litigation and representing the Settlement Class.
- (2) All Administration Expenses and the Class Counsel Fees approved by the Courts shall be paid from and reduce the amount in paragraph 5.3(1)(a) above.

5.4 Benefits and Distribution Protocol

- (1) The Claims Administrator shall maintain sole and exclusive responsibility for the confirmation and approval of Claims in accordance with the Benefits and Distribution Protocol.
- (2) The Claims Administrator may consult with Class Counsel regarding any Claims received.
- (3) All decisions of the Claims Administrator shall be final and not appealable in any form before any court in Canada or any other jurisdiction. Notwithstanding the foregoing, and for the avoidance of any doubt, the Courts retain jurisdiction over the Actions and the Settlement Agreement.

5.5 Other Duties of the Claims Administrator

- (1) The Claims Administrator shall also be responsible for:
 - a. arranging and maintaining the Settlement Website following the issuance of the Notice Orders and in accordance with the terms of those Orders;
 - b. ensuring that a copy of this Settlement Agreement (along with all schedules and exhibits hereto), as well as the Notices of Settlement Approval Hearing, Settlement Approval Hearing Press Release, Notices of Settlement Approval, and Settlement Approval Press Release can be accessed and downloaded from the Settlement Website, in both English and French;
 - c. ensuring that the Claim Forms, in the same form attached as Schedule “I”, can be accessed and downloaded from the Settlement Website, or can be requested from the Claims Administrator by email, mail, or phone, in both English and French;
 - d. ensuring that all information on how to submit a Claim, including the date and time by which a Claim must be submitted to the Claims Administrator, is accessible on the Settlement Website;
 - e. ensuring that a Settlement Class Member may submit a Claim online directly through the Settlement Website, or by email or mail to the Claims Administrator;
 - f. providing a copy of this Settlement Agreement, any notice or press release disseminated pursuant to this Settlement Agreement, any order issued by the Courts pursuant to the Settlement, and any Claim Form to any Settlement Class Member making such request;
 - g. responding to all questions or concerns of Settlement Class Members, either in writing and/or over the telephone, in English or French; and
 - h. establishing and managing a toll-free, bilingual hotline for Settlement Class Members.

- (2) With respect to confidentiality, the Claims Administrator shall:
- a. use personal information acquired as a result of this Settlement Agreement solely for purposes of administering Claims under this Settlement Agreement; and
 - b. following the completion of the Claims Administrator's duties as required pursuant to the Settlement, destroy all personal information obtained in connection with the Settlement Agreement in a manner that will ensure that such information cannot be obtained by unauthorized persons.

SECTION 6 – OBJECTION PROCESS

- (1) In accordance with the Notice Orders, the Claims Administrator shall receive any written objection to this Settlement Agreement from a Settlement Class Member only during the Objection Period. Written objections may be submitted to the Claims Administrator by pre-paid mail, courier, or email. Any objection received after the Objection Deadline shall not be considered or reported by the Claims Administrator. Further, any objection received other than in writing at any time shall not be considered or reported by the Claims Administrator.
- (2) A Settlement Class Member who wishes to object to the Settlement Agreement must include in their written objection:
- a. a heading that states: "Objection to Yasmin/YAZ Class Actions National Settlement" or similar;
 - b. their full name, current mailing address, telephone number, and email address;
 - c. a brief explanation of the nature and reasons for the objection, along with any supporting documents;
 - d. a declaration that the person believes they are a member of the Settlement Class and the reason for that belief;
 - e. whether the person intends to appear at the Settlement Approval Hearing(s), in which Province, and, if they intend to appear by counsel, the name, address, telephone number, and email address of their counsel; and
 - f. their signature.
- (3) In reporting objections in accordance with this section, the Claims Administrator shall identify any objection that does not meet the requirements set out in paragraph (2) of this section. Where an objection contains minor omissions or errors, the Claims Administrator shall correct such omissions or errors if the information necessary to correct the error or

omission is readily available to the Claims Administrator. The Claims Administrator may also contact anyone who submits a written objection to obtain further information to correct any errors or omissions.

- (4) The Claims Administrator shall, on the first business day of each week during the Objection Period, report to Class Counsel and Defence Counsel the details of all written objections received during the previous week and provide copies of those objections. Wherever possible, such information shall be provided in electronic form and in a manner that minimizes related expenses.
- (5) The Claims Administrator shall, no later than four (4) days before the commencement of the Settlement Approval Hearing(s), serve on Defence Counsel and Class Counsel, and file with the Courts, an affidavit reporting on all written objections received during the Objection Period, including details about the number of written objections from each province and territory, and attaching those objections as exhibits.

SECTION 7 – TERMINATION

7.1 General

- (1) Termination rights are as follows:
 - a. The Defendants shall have the right to terminate this Settlement Agreement in the event that:
 - i. a Provincial Health Insurer does not confirm their approval of this Settlement Agreement, or does not provide all statutorily required consents or approvals;
 - ii. a Provincial Health Insurer does not provide an executed Provincial Health Insurer Consent and Release; or
 - iii. one or more of the conditions precedent to the Effective Date does not occur.
 - b. Each of the Parties shall have the right to terminate this Settlement Agreement in the event that:
 - i. the Settlement Approval Orders are not granted by all three Courts;
 - ii. the Settlement Approval Orders do not all become Final Orders;
 - iii. a Settlement Approval Order is denied by any Court and, following appeal, such denial becomes a final judgment from which no further appeal is possible;

- iv. a Settlement Approval Order is granted by a Court at first instance but reversed on appeal, and the reversal becomes a final judgment from which no further appeal is possible; or
 - v. this Settlement Agreement is approved by any court (including a court on appeal) in a materially modified form that is not agreed to by all Parties.
- (2) Any order, ruling, or determination made (or rejected) by the Courts with respect to the Benefits and Distribution Protocol or Class Counsel Fees shall not be considered a material modification of any part of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement. For greater certainty, this Settlement is not conditioned on the Courts' approval of any particular Benefits and Distribution Protocol or Class Counsel Fees. However, for greater certainty, and notwithstanding the foregoing, an order, ruling, or determination made by any court (including a court on appeal) that increases the amount of the Settlement Fund beyond the amount set out in this Settlement Agreement, or otherwise requires the Defendants or any Releasee to pay more than the amount of the Settlement Fund in connection with this Settlement, shall be considered a material modification and shall provide a basis for termination of this Settlement Agreement.
- (3) To exercise a right of termination, the terminating Party shall deliver a written notice of termination to counsel for the other Parties within 30 days of the event giving rise to the right to terminate.

7.2 Effect of Termination

- (1) In the event this Settlement Agreement is terminated in accordance with its terms:
- a. it shall, from that point forward, be null and void and have no force or effect, and no Party, Releasor, Releasee, Class Counsel, Defence Counsel, or any other person shall be bound by its terms, except as otherwise specifically provided in this Settlement Agreement;
 - b. any order approving this Settlement Agreement shall be set aside as provided for in section 7.4 below and declared null and void and of no force or effect, and every person shall be estopped from asserting otherwise;
 - c. all negotiations, statements, and proceedings relating to this Settlement Agreement shall be deemed to be without prejudice to the rights of the Parties, and shall not be admissible, used as evidence, or otherwise introduced in any litigation;
 - d. Non-Refundable Expenses shall be divided equally between the Plaintiffs and the Defendants; and

- e. the Parties shall be returned to the same positions they were in immediately before the Settlement Agreement was executed with respect to the Actions and Dormant Class Actions.

7.3 Survival

- (1) Notwithstanding paragraph 7.2(1) of this Settlement Agreement, if this Settlement Agreement is terminated in accordance with its terms, the provisions of sections 3.5, 7, 8.1, and 8.2 of this Settlement Agreement, as well as any definitions applicable thereto, shall survive termination and shall continue in full force and effect. Any definitions, schedules, or exhibits necessary to the interpretation and application of those sections shall also survive, but only for the limited purpose of interpreting and applying these sections and for no other purpose.

7.4 Termination Orders

- (1) If this Settlement Agreement is terminated, Class Counsel shall, within thirty (30) days after termination, apply to each of the Courts for an order:
 - a. declaring this Settlement Agreement null and void and of no force or effect, except for the provisions listed in paragraph 7.3(1) of this Settlement Agreement; and
 - b. setting aside any Notice Order and/or Settlement Approval Order made in accordance with the terms of this Settlement Agreement.
- (2) The Parties shall consent to the order sought in any motion or application made pursuant to paragraph 7.4(1) of this Settlement Agreement.
- (3) If there is any dispute about the termination of this Settlement Agreement, the Courts shall determine any dispute by motion or application on notice to the Parties.

SECTION 8 – EFFECT OF SETTLEMENT

8.1 No Admission of Liability

- (1) The Plaintiffs, the Defendants, and the Releasees expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason. Further, whether or not the 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, orders, and proceedings associated with this Settlement Agreement, shall not be deemed, construed or interpreted as an admission of any violation of any statute or law by the Releasees, of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations contained in the Actions, Dormant Class Actions, Individual Actions, or any other pleading filed by the Plaintiffs.

8.2 No Evidence

- (1) The Parties agree that, whether or not it is terminated, 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 any pending or future civil, criminal, or administrative action or proceeding, except in a pending or future proceeding to approve and/or enforce this Settlement Agreement, to defend against the assertion of a Released Claim, or as otherwise required by law.

8.3 No Further Litigation

- (1) Except with respect to the enforcement or administration of this Settlement Agreement, no Plaintiff, Class Counsel, or Releasor (whether directly or via local counsel in any jurisdiction) shall, directly or indirectly, participate or be involved in, or in any way assist with respect to, any claim made or proceeding commenced by any person which relates to or arises from the Released Claims.

8.4 Release of the Releasees

- (1) Upon the Effective Date, in consideration for the payment of the Settlement Fund, and for other valuable consideration set forth in this Settlement Agreement, the Releasors forever and absolutely release, relinquish, and discharge the Releasees from any Released Claim that any Releasor, whether directly, indirectly, derivatively, or in any other capacity, ever had, now has, or hereafter can, shall, or may have, excepting the obligations created by this Settlement Agreement.
- (2) The Plaintiffs acknowledge that they or any Releasor may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding

the subject matter of the Settlement Agreement, but it is their intention to release fully, finally, and forever all Released Claims and, in furtherance of such intention, this Settlement Agreement and that release shall be and remain in effect notwithstanding the discovery or existence of new or different facts.

8.5 No Further Proceedings

- (1) Upon the Effective Date and thereafter, the Plaintiffs, Class Counsel, and Releasors (whether directly or via local counsel in any jurisdiction) shall not institute, continue, provide assistance for, maintain, or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim, demand, or proceeding against any Releasee, or against any other person or entity who may claim contribution, indemnity, or other relief from any Releasee, in respect of any Released Claim. It is agreed that the Settlement may be pleaded as a complete defence to any proceeding that is prohibited by this section.

SECTION 9 – RELEASE AND WAIVER

9.1 Exclusive Remedy

- (1) This Settlement Agreement shall be the exclusive remedy for all claims or allegations of any nature made by or through Settlement Class Members respecting their use of Yasmin or YAZ.
- (2) On the Effective Date, each Settlement Class Member, whether or not they submit a Claim or otherwise receive benefits, shall be deemed by this Settlement Agreement to have completely and unconditionally released, relinquished, forever discharged, and acquitted all of the Releasees from the Released Claims.
- (3) Each Settlement Class Member, whether or not they submit a Claim or otherwise receive benefits, will be forever barred and enjoined from commencing, instituting, prosecuting, continuing, maintaining, or participating in any action, litigation, investigation, or other proceeding in any forum, directly or indirectly, in a representative or derivative capacity, or as a class member, which alleges or asserts any claim that relates to or constitutes a Released Claim against any Releasee, or which seeks benefits in respect of a Released Claim from any Releasee.
- (4) On the Effective Date, each Provincial Health Insurer shall be deemed by this Settlement Agreement to have completely and unconditionally released, relinquished, forever discharged, and acquitted the Releasees in accordance with Schedule “H”.

9.2 Third-Party Contribution or Indemnity Claims

- (1) Releasors who commence or continue a proceeding against any person or entity who may make a claim for contribution or indemnity against any Releasee shall limit the value and right of recovery of such proceeding to the quantum of damages, interest, and costs apportioned against such person or entity severally and not jointly with any Releasee. Such Releasors will make best efforts to have any third-party or other claims made against a Releasee for contribution or indemnity in respect of such proceeding dismissed, at the Releasor's expense, and hereby consent to any motion or application brought by a Releasee seeking dismissal of such a claim against it.
- (2) In the event that a proceeding commenced or continued by a Releasor results in a claim over or judgment against any Releasee, such Releasor shall fully hold harmless, reimburse, and indemnify the Releasee for the full amount of such claim over or judgment, together with any interest, exclusive of legal fees, disbursements, and other costs or expenses incurred by the Releasee in defence of or as a result of such claim over or judgment.
- (3) To the extent that the provision of benefits to any Settlement Class Member under this Settlement Agreement gives rise to a claim or potential claim for subrogation or reimbursement against any Releasee by any person or entity, the Settlement Class Member to whom such claim or potential claim relates shall be responsible for resolving such claim or potential claim prior to receiving any benefits under this Settlement Agreement.
- (4) To the extent that any claim for subrogation or reimbursement is asserted against any Releasee by any person or entity notwithstanding paragraph 9.2(3) of this Settlement Agreement, the Settlement Class Member to whom such claim relates shall fully hold harmless, reimburse, and indemnify the Releasee for the full amount of such claim, together with any interest, exclusive of legal fees, disbursements, and other costs or expenses incurred by the Releasee in defence of or as a result of such claim.

SECTION 10 – LEGAL FEES AND DISBURSEMENTS

10.1 Class Counsel Fees Approval

- (1) Class Counsel shall bring motions or applications in the applicable Courts for the determination of Class Counsel Fees to be paid from the Settlement Fund.
- (2) The Parties and Class Counsel acknowledge and agree that the approval of the Settlement Agreement by the Courts is not contingent on the outcome of any motion or application regarding Class Counsel Fees.
- (3) All amounts awarded on account of Class Counsel Fees shall be paid from the Settlement Fund.

- (4) The Releasees hereby acknowledge and agree that they are not parties to the motions or applications concerning the approval of Class Counsel Fees, that they will not be involved in the approval process to determine the amount of Class Counsel Fees, and that they will not take any position or make any submissions concerning Class Counsel Fees.

10.2 Individual Claims by Claimants

- (1) Settlement Class Members who retain lawyers to assist them in making their Claims for benefits pursuant to this Settlement Agreement and the Benefits and Distribution Protocol, or to assist them in a reconsideration of the classification or rejection of their Claim, shall be solely responsible for the legal fees, disbursements, and other costs or expenses of such lawyers.

SECTION 11 – MISCELLANEOUS

11.1 Negotiated Agreement

- (1) This Settlement Agreement is the product of arm's length negotiations between Class Counsel, Defence Counsel, and the Parties. No Party shall be deemed to be the drafter of this Settlement Agreement or any provisions hereof. No presumption shall apply in favour of or against any Party as a result of the preparation or negotiation of this Settlement Agreement.
- (2) This Settlement Agreement shall be binding on the Parties regardless of any change in the law that might occur after the date each Party signed this Settlement Agreement.

11.2 Entire Agreement

- (1) This Settlement Agreement, including its recitals, schedules, and exhibits, as well as the other documents expressly referred to and defined herein (e.g. the Benefits and Distribution Protocol, Notices of Settlement Approval Hearing, Notices of Settlement Approval, Notice Plan, Notice Orders, Settlement Approval Orders, Notice of Proposed Terms of Settlement, Provincial Health Insurer Consent and Release, etc.), constitute the entire agreement by and among the Parties with regard to the subject matter of this Settlement Agreement and, upon execution by all Parties, shall supersede any previous agreements and understandings between the Parties with respect to the subject matter of this Settlement Agreement.

11.3 Severability

- (1) If any provision of this Settlement Agreement is held to be void or invalid, the same shall not affect any other provision, and, provided the essential agreement between the Parties remains the same, the remainder of the Settlement Agreement shall be effective as though such provision had not been contained herein.

11.4 Dates

- (1) Dates referred to in this Settlement Agreement may be altered with the written consent of the Parties and, as necessary, with the approval of the Courts.

11.5 Notice

- (1) Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another Party, such notice, communication, or document shall be provided by email or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Ontario Plaintiffs:	For the Defendants:
McKenzie Lake Lawyers LLP 1800-140 Fullarton Street London, ON N6A 5P2 Attn: Matthew Baer Email: matt.baer@mckenzielake.com Telephone: 519-672-5666	Torys LLP 79 Wellington St W #3300 Toronto, ON M5K 1N2 Attn: William McNamara / Grant Worden Email: wmcnamara@torys.com / gworden@torys.com Telephone: 416-865-0040
For the Québec Plaintiffs:	For the Saskatchewan Plaintiffs:
Siskinds Desmeules s.e.n.c.r.l. 43, rue de Buade #320 Québec City, QC G1R 4A2 Attn: Caroline Perrault Email: recours@siskinds.com Telephone: 1 (877) 735-3842	Merchant Law Group LLP 2401 Saskatchewan Drive Regina, SK S4P 4H8 Attn: Evatt Merchant, K.C. / Casey R. Churko Email: emerchant@merchantlaw.com/ casey@caselaw.cc Telephone: 613-366-2795 / 306-540-2284

11.6 Execution


- (1) This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures shall be valid as original signatures.
- (2) Each of the signatories hereto warrant and represent that they are authorized to enter into this Settlement Agreement on behalf of the Parties on whose behalf this Settlement Agreement has been executed.


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


11.7 English Language


- (1) The Parties hereby acknowledge that they requested that this Settlement Agreement, its schedules, and all related documents be drawn in English. *Les Parties reconnaissent avoir exigé que la présente Entente de Règlement, ses annexes et tous les documents y afférents soient rédigés en langue anglaise.*
- (2) A French translation of the Settlement Agreement has been prepared for the convenience of French speaking Settlement Class Members. In the event of a conflict between the English text and the French translation of the Settlement Agreement, the English text will prevail. *Une traduction française de l'Entente de Règlement a été préparée pour la commodité des Membres du Groupe francophone. En cas de conflit entre le texte anglais et la traduction française de l'Entente de Règlement, le texte anglais prévaudra.*

Ontario Class Action


 Ontario Counsel
 Matt Baer


 pe Ann Schwoob
 matt Baer


 pe Kristy Bishop
 matt Baer


 pe Cody Schwoob
 matt Baer

Québec Class Action

Signé par :
Caroline Perrault pour: Siskinds Desmeules Avocats
6533C6D12C8A48F...
Québec Counsel

Signé par :
[Signature]
80008CF114E7414...
Janie Guindon

Signé par :
Geneviève Gladu
62B800AF855D48A...
Geneviève Gladu

DocuSigned by:
Julien Leboeuf
54FDEC80C3CC47C...
Julien Leboeuf

Saskatchewan Class Action

Saskatchewan Counsel

Dawn Dembrowski Alina Popa Leanne Huvenaars

Québec Class Action

Québec Counsel

Janie Guindon

Geneviève Gladu

Julien Leboeuf

Saskatchewan Class Action


Saskatchewan Counsel

 
Dawn Dembrowski

Dawn Dembrowski


for Alina Popa

Leanne Huvenaars

Québec Class Action

Québec Counsel

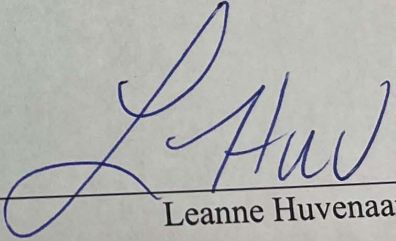
Janie Guindon

Geneviève Gladu

Julien Leboeuf**Saskatchewan Class Action**

Saskatchewan Counsel

Dawn Dembrowski

Alina Popa

Leanne Huvenaars

Bayer Inc.Handwritten signature of W. McNamee in blue ink.

Defence Counsel

Bayer CorporationHandwritten signature of W. McNamee in blue ink.

Defence Counsel

Bayer Healthcare Pharmaceuticals Inc.Handwritten signature of W. McNamee in blue ink.

Defence Counsel

Bayer Healthcare LLC.Handwritten signature of W. McNamee in blue ink.

Defence Counsel

Berlex Laboratories, Inc.

W. McNamee

Defence Counsel

SCHEDULE “A”
BENEFITS AND DISTRIBUTION PROTOCOL

Definitions

- (1) Unless otherwise defined herein, or unless indicated otherwise, capitalized terms used in this document have the meanings assigned to them in the Settlement Agreement dated July 30, 2025. In addition, the following definitions apply in this Protocol:
- a. ***Claims Deadline*** means the first business day that is one hundred and twenty (120) business days after the Notices of Settlement Approval are first published and disseminated.
 - b. ***FAAC*** means the “*Fonds d’aide aux actions collectives*” in the province of Québec.

Claims Administration

- (2) Claims will be adjudicated by the Claims Administrator. The Claims Administrator will offer its services to Settlement Class Members in English and in French.

Making a Claim

- (3) Any User Settlement Class Member who wishes to make a Claim for benefits under the Settlement Agreement must deliver to the Claims Administrator:
- a. the completed User Claim Form;
 - b. Product Identification Evidence;
 - c. Injury Evidence;
 - d. a copy of government issued photo identification; and
 - e. any other supporting documents required by the User Claim Form.
- (4) Any Family Settlement Class Member who wishes to make a Claim for benefits under the Settlement Agreement must deliver to the Claims Administrator:
- a. the completed Family Member Claim Form;
 - b. proof of relationship to the applicable User Settlement Class Member;
 - c. a copy of government issued photo identification; and
 - d. any other supporting documents required by the Family Member Claim Form.
- (5) Completed Claim Forms and supporting documents must be received by the Claims Administrator no later than 11:59pm Eastern Time on the Claims Deadline. Claims received after the Claims Deadline will not be considered.

- (6) Claim Forms may be completed online, mailed, or emailed in a PDF format to the Claims Administrator. Mailed Claim Forms will be deemed to have been received by the Claims Administrator on a timely basis if they are postmarked as received by Canada Post on or before 11:59pm Eastern Time on the Claims Deadline.
- (7) The Claim Form will be made available to Settlement Class Members in both paper and web-based formats.
- (8) If a Claim is being submitted on behalf of a Claimant by their estate or another person designated to act on behalf of the Claimant, the person completing the Claim Form shall explain on the Claim Form why they have the authority to act on the Claimant's behalf, and shall attach a copy of any certificate of appointment of estate trustee, power of attorney, or other document establishing that authority.
- (9) Where a Claim Form contains minor omissions or errors, the Claims Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Claims Administrator.
- (10) A Claimant shall submit one Claim Form that comprises all of the Claims that they may have arising from the Settlement Agreement. If more than one Claim Form is submitted, the Claims Administrator will treat them as one Claim Form.
- (11) The Claims process is also intended to prevent fraud and abuse. If, after reviewing any Claim Form, the Claims Administrator believes that the Claim is fraudulent, the Claims Administrator shall disallow the Claim in its entirety.
- (12) Where the Claims Administrator disallows a Claim in its entirety, the Claims Administrator shall send to the Claimant, at the Claimant's postal or email address as indicated in the Claim Form, a notice advising the Claimant of the decision and that they may make a request for reconsideration to the Claims Administrator within twenty-one (21) days of the date of the notice in accordance this Protocol.

Claim Confirmation, Claim Determination, and Payment

- (13) The Claims Administrator, in its sole discretion, shall determine:
 - a. whether a Claim Form has been properly completed and is supported by necessary documents; and
 - b. whether a Claim has been validly asserted by a Claimant.

Stage 1: Claim Confirmation and Deficiency Period

- (14) The Claims Administrator will confirm receipt of Claims submitted by the Claims Deadline. Claimants who submit complete Claims will receive a “**Confirmation Letter.**”

Claimants whose Claims are deficient will receive a “**Deficiency Letter.**” Confirmation and/or Deficiency Letters will be sent to Claimants within ninety (90) days of receipt of their Claim Form and supporting documents.

- (15) The Claims Administrator will provide Claimants who receive a Deficiency Letter forty-five (45) days to cure any noted deficiencies and to submit a complete Claim (“**Deficiency Period**”).
- (16) The Claims Administrator may also contact Claimants who receive a Deficiency Letter directly, to obtain further information to assist them in completing their Claims by conducting in-person interviews, which may be held by telephone or video conference, as agreed between the Claimant and the Claims Administrator.

Stage 2: Claim Determinations

- (17) Once the Claims Deadline and the final day of the Deficiency Period have passed, the Claims Administrator will have ninety (90) days to assess the complete Claims and determine whether they are eligible for benefits (“**Claim Determination Period**”).
- (18) The Claims Administrator will first determine whether a Claimant is a Settlement Class Member. Claimants who are not Settlement Class Members will not be eligible for benefits. Anyone who is an Opt Out, a party to an Individual Action, or who has commenced a separate proceeding against any of the Defendants in respect of the subject matter of the Settlement is also not eligible for benefits.
- (19) For a Family Settlement Class Member to be eligible for benefits, the User Settlement Class Member who is their source of entitlement for benefits must also have submitted a complete Claim, and that User Settlement Class Member must have been determined eligible to receive benefits by the Claims Administrator. If the applicable User Settlement Class Member has not submitted a complete Claim, or they have been determined not eligible for benefits, the Family Settlement Class Member will also be not eligible for benefits.
- (20) Where the Claims Administrator determines that a Claimant is not eligible for benefits in accordance with paragraph (18) or (19), the Claims Administrator shall send to the Claimant, at the Claimant's postal or email address as indicated in the Claim Form, a notice advising the Claimant of the decision and that they may make a request for reconsideration to the Claims Administrator within twenty-one (21) days of the date of the notice in accordance with this Protocol.

Stage 3: Reconsiderations

- (21) A Claimant who has submitted a Claim Form is only entitled to reconsideration by the Claims Administrator of:

- a. a decision to disallow a Claim in its entirety under paragraph (12); and/or
- b. a determination of ineligibility under paragraph (20).

All other determinations of the Claims Administrator are final, and there is no further appeal or review of any decision of the Claims Administrator whatsoever to the Claims Administrator, a Court, or any other court or tribunal.

- (22) For greater certainty, other than a decision to disallow a Claim in its entirety under paragraph (12), or a determination of ineligibility under paragraph (20), all decisions of the Claims Administrator, including those relating to, *inter alia*, any Claims assessment, the amount of benefits paid to an Approved Claimant, the sufficiency of a Claim, the sufficiency of the supporting documentation, timelines, the late delivery of any Claim or component of a Claim or supporting documentation, and any other matter relating to the Claims process, are final and may not be appealed to or put before the Courts or any other court or tribunal for any review or determination.
- (23) Where a timely request for reconsideration is filed with the Claims Administrator in accordance with paragraphs (12) or (20) above, the Claims Administrator shall conduct a review of the request for reconsideration. The Claims Administrator must issue its decision on the reconsideration to the Claimant who submitted the Claim within fourteen (14) days of receipt of the request for reconsideration.
- (24) In the event that the Claims Administrator reverses or modifies its decision, the Claims Administrator shall send a notice specifying the revision to the disallowance or decision to the postal or email address as indicated in the Claim Form.
- (25) The determination of the Claims Administrator in response to a request for reconsideration is final, binding, and is not subject to further review by or appeal to any court or other tribunal.

Stage 4: Assessing Benefits

- (26) The Claims Administrator will then determine the number of points to be assigned to each Claimant that is eligible to receive benefits based on the Qualifying Medical Condition or Qualifying Associated Fatality in the Claim and the points system set out in Table 1 below. For greater certainty, should any requests for reconsideration be outstanding, the Claims Administrator shall provide final notifications on all such requests prior to allocating points, and the Claim Determination Period will be extended to allow for this.

Table 1 – Points System for Eligible Claimants

QUALIFYING CRITERIA	POINTS
QUALIFYING MEDICAL CONDITIONS RE BLOOD CLOTS (USER SETTLEMENT CLASS MEMBER)	
Venous Thromboembolism (incl. Pulmonary Embolism and Deep Vein Thrombosis): (1) Proof of Yasmin and/or YAZ ingestion <u>prior to time of injury</u> ; (2) Proof of a diagnosis of venous thromboembolism contemporaneous with Yasmin and/or YAZ use, as shown by Evidence. ¹	100
Arterial Thromboembolism (incl. Ischemic Stroke and/or Myocardial Infarction): (1) Proof of Yasmin and/or YAZ ingestion <u>prior to time of injury</u> ; (2) Proof of a diagnosis of arterial thromboembolism contemporaneous with Yasmin and/or YAZ use, as shown by Evidence.	50
QUALIFYING MEDICAL CONDITIONS RE GALLBLADDER (USER SETTLEMENT CLASS MEMBER)	
Gallbladder Disease/Cholecystectomy: (1) Proof of Yasmin and/or YAZ ingestion <u>prior to time of injury</u> ; (2) Proof of a diagnosis of gallbladder disease, and/or gallbladder removal (cholecystectomy) within six (6) months of Yasmin and/or YAZ ingestion, as shown by Evidence.	5
QUALIFYING ASSOCIATED FATALITY (USER SETTLEMENT CLASS MEMBER)	
Fatality (VTE): (1) Proof of Yasmin and/or YAZ ingestion <u>prior to time of fatality</u> ; (2) Proof of fatality as a result of a venous thromboembolism; and (3) proof of diagnosis that the fatality was associated with the use of Yasmin and/or YAZ, as shown by Evidence.	150
Fatality (ATE): (1) Proof of Yasmin and/or YAZ ingestion <u>prior to time of fatality</u> ; (2) Proof of fatality as a result of an arterial thromboembolism; and (3) proof of diagnosis that the fatality was associated with the use of Yasmin and/or YAZ, as shown by Evidence.	125
FAMILY SETTLEMENT CLASS MEMBER	
Documents to support a familial relationship to a User Settlement Class Member who experienced a Qualifying Medical Condition and/or Qualifying Associated Fatality, as described above.	10% of the points given to

¹ Evidence includes both Product Identification Evidence and Injury Evidence as defined in the Settlement Agreement.

	the primary Claim. ²
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- (27) The Claims Administrator shall advise all Claimants who have submitted complete Claims by the end of the Claim Determination Period whether their Claim is eligible for payment from the Settlement Fund (“**Determination Letter**”) and whether they are therefore an Approved Claimant. Determination Letters shall be sent to Claimants no later than fourteen (14) days after the final day of the Claim Determination Period.
- (28) Each Claimant, who is an Approved Claimant, shall be notified of that fact by the Claims Administrator via the Determination Letter, with a copy to Class Counsel and any other representative authorized by the Claimant. Each Determination Letter shall state the value of benefits allocated to the Approved Claimant, determined in accordance with Stage 5 below, along with brief written reasons for the basis of the approval.

Stage 5: Payments

- (29) Once received by the Claims Administrator, the Settlement Fund shall be allocated as follows in accordance with section 5.3 of the Settlement Agreement:
- a. \$8,139,000.00 for the benefit of Settlement Class Members;
 - b. \$905,000.00 for the Provincial Health Insurer Fund, comprising 10% of the Settlement Fund; and
 - c. \$6,000.00 for the Ontario and Saskatchewan Representative Plaintiff Honoraria.
- (30) The Claims Administrator shall, in accordance with the terms of the Settlement Agreement:
- a. distribute the Class Counsel Fees from the amount in paragraph 29(a);
 - b. make distributions to the Provincial Health Insurers from the Provincial Health Insurer Fund in paragraph 29(b), with the amount distributed to each Provincial Health Insurer calculated in accordance with the Pro-Rata Amounts for Provincial Health Insurers set out in Exhibit “A”; and
 - c. distribute the Ontario and Saskatchewan Representative Plaintiff Honoraria in paragraph 29(c).
- (31) The Claims Administrator shall also deduct all Administration Expenses from the amount in paragraph 29(a).

² To be made *pro rata* if more than one (1) Family Settlement Class Member submits Claims with respect to one (1) User Settlement Class Member.

(32) On the next business day following the end of the Claim Determination Period, and provided the steps in paragraphs (29)-(31) are complete, the Claims Administrator shall allocate the remaining amount in paragraph 29(a) to the Approved Claimants *pro rata* based on the points assigned to each Approved Claimant³, subject to the following:

a. The maximum allocation that an Approved Claimant may receive is:

Qualifying Criteria	Qualifying Type	Amount (CAD)
Medical Condition	VTE	\$9,000
	ATE	\$4,500
	Gallbladder	\$500
Associated Fatality	VTE	\$13,500
	ATE	\$11,250
Family Settlement (medical condition or fatality)	VTE/ATE	10% of the amount given to the primary Claim

(33) Within thirty (30) days of the Claims Administrator completing the step in paragraph (32), and provided all Determination Letters have been sent, the Claims Administrator shall distribute payment from the Settlement Fund to Approved Claimants in accordance with the amounts allocated to them.

(34) If, within six (6) months of the payments being issued by the Claims Administrator to pay Approved Claimants, a balance exists in the Settlement Fund as a result of uncashed distributions or any other surplus monies, any remaining funds shall be paid by the Claims Administrator to Women's Health Collective Canada, or such other organization(s) as the parties may agree, less any amounts payable to the FAAC, pursuant to section 42 of the

³ To illustrate, if there are 1,000 Approved Claimants, 600 of which are VTE injuries, 80 are ATE injuries, 300 are gallbladder injuries, 10 are VTE-associated fatalities and 10 are ATE-associated fatalities, the total points allocated to the entire class of Approved Claimants will be 68,250 (600 VTE Approved Claimants x 100 points = 60,000 points) + (80 ATE Approved Claimants x 50 points = 4,000 points) + (300 Gallbladder Approved Claimants x 5 points = 1,500 points) + (10 VTE-associated fatalities x 150 points = 1,500 points) + (10 ATE-associated fatalities x 125 points = 1,250 points). The dollar value of each point will be determined by dividing the remaining amount in paragraph 29(a), after completion of the steps in paragraphs 30 and 31, by the total number of points (e.g., \$6,000,000 / 68,250 = \$87.91). In this example, VTE Approved Claimants would be allocated \$8,791 (\$87.91 x 100), ATE Approved Claimants would be allocated \$4,395.50 (\$87.91 x 50), Gallbladder Approved Claimants would be allocated \$439.55 (\$87.91 x 5), VTE-associated fatalities would be allocated \$13,186.50 (\$87.91 x 150) and ATE-associated fatalities would be allocated \$10,988.75 (\$87.91 x 125). In all instances, the maximum allocation set out in paragraph 32 would apply.

Act respecting the Fonds d'aide aux actions collectives, C.Q.L.R. c. F-3.2.0.1.1 and calculated in accordance with Article 1. (1°) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, R.S.Q. c. F-3.2.0.1.1, r. 2. For the purposes of calculating the amount payable to the FAAC, the portion of the remainder (if any) that will be allocated to Quebec Settlement Class Members will be:

- a. the actual uncashed payments to Settlement Class Members located in Quebec; and
- b. 23% of any other residual amount, less uncashed payments to Settlement Class Members located outside Quebec.⁴

Stage 6: Report

- (35) Upon completion of the distributions in paragraphs (33)-(34), the Claims Administrator shall prepare an Approved Claims Report detailing the total number of Claimants and the amounts distributed to Approved Claimants. The Claims Administrator shall provide a copy of the Approved Claims Report to Class Counsel and Defence Counsel and shall file the Report with any of the Courts if so directed.

⁴ By way of example, if the remainder is CDN\$8,000, on which CDN\$2,000 relates to uncashed payments to Settlement Class Members located in Quebec and CDN\$1,000 relates to uncashed payments to Settlement Class Members located outside Quebec, the amount payable to the FAAC shall be calculated based on CDN\$3,150 (CDN\$2,000 + 23% of CDN\$5,000).

EXHIBIT “A”
PRO-RATA AMOUNTS FOR PROVINCIAL HEALTH INSURERS

Table 1 below indicates the percentages of the Provincial Health Insurer Fund to be distributed on a *pro rata* basis to the Provincial Health Insurers of each province and territory, as set out in the Benefits and Distribution Protocol.

Table 1

Province	Percentage of Provincial Health Insurer Fund
Newfoundland and Labrador	0.80
Prince Edward Island	0.26
Nova Scotia	1.84
New Brunswick	1.53
Quebec	50.53
Ontario	21.51
Manitoba	2.68
Saskatchewan	2.28
Alberta	10.52
British Columbia	7.73
Yukon	0.10
Northwest Territories	0.11
Nunavut	0.11

Table 2 below lists the Provincial Health Insurers and empowering legislation of each province and territory.

Table 2

	Province / Territory	Ministry / Department	Legislation	Right of Recovery
1.	Alberta	Minister of Health	<i>Crown's Right of Recovery Act</i> , S.A. 2009, c. C-35	"the Crown's cost of health services"
2.	British Columbia	Minister of Health	<i>Healthcare Costs Recovery Act</i> , S.B.C. 2008, c. 27	"health care services"
3.	Manitoba	Minister of Health, Seniors and Active Living	<i>Health Services Insurance Act</i> , C.C.S.M. 2015, c. H35	"insured services"
4.	New Brunswick	Minister of Health Executive Council	<i>Medical Services Payment Act</i> , R.S.N.B. 1973, c. M-7 <i>Health Services Act</i> , R.S.N.B. 2014, c. 112	"entitled services"
5.	Newfoundland and Labrador	Minister of Health and Community Services	<i>Medical Care and Hospital Insurance Act</i> , S.N.L. 2016, c. M-5.01	"insured services"
6.	Northwest Territories and Nunavut	Minister of Health and Social Services	<i>Hospital Insurance and Health and Social Services Administration Act</i> , R.S.N.W.T. 1998, c. T-3 <i>Medical Care Act</i> , R.S.N.W.T. 1988, c. M-8	"insured services"
7.	Nova Scotia	Minister of Health and Wellness Department of Health and Wellness	<i>Health Services and Insurance Act</i> , R.S.N.S. 1989, c. 197	"cost of the care, services and benefits"
8.	Ontario	Minister of Health and Minister of Long-Term Care	<i>Health Insurance Act</i> , R.S.O. 1990, c. H 6 <i>Home Care and Community Services Act</i> 1994, S.O. 1994, c. 26	"insured services" "approved services"

	Province / Territory	Ministry / Department	Legislation	Right of Recovery
9.	Prince Edward Island	Minister of Health and Wellness	<i>Health Services Payment Act</i> , R.S.P.E.I. 1988, c. H-2 <i>Hospital and Diagnostic Services Insurance Act</i> , R.S.P.E.I. 1988, c. H-8	“basic health services” “insured services”
10.	Quebec	Régie de l’assurance maladie du Québec	<i>Health Insurance Act</i> , 2017 C.Q.L.R., c. A-29 <i>Hospital Insurance Act</i> , C.Q.L.R., c. A-28	“insured services”
11.	Saskatchewan	Minister of Health	<i>The Health Administration Act</i> , S.S. 2014, c. E-13.1	“health services”
12.	Yukon	Minister of Health and Social Services	<i>Hospital Insurance Services Act</i> , R.S.Y. 2002, c. 112 <i>Health Care Insurance Plan Act</i> , R.S.Y. 2002, c. 107	“insured services” “insured health services”

**SCHEDULE “B-1”
SHORT-FORM NOTICE OF SETTLEMENT APPROVAL HEARING**

NOTICE OF PROPOSED SETTLEMENT OF YASMIN AND YAZ LITIGATION

Please read this Notice carefully – your legal rights may be affected.

A Canada-wide settlement (“Settlement”) has been reached with Bayer Inc. and other Bayer defendants (collectively “Bayer”) in class actions in Ontario, Saskatchewan, and Quebec relating to the oral contraceptives Yasmin and YAZ. The class actions raise various allegations relating to blood clots (arterial thromboembolism, venous thromboembolism) and gallbladder disease and removal (cholecystectomy). Bayer denies the allegations made in the class actions, makes no admission as to the truth of these allegations, and denies any wrongdoing.

This Notice advises you of the hearings that will be held to decide whether the Settlement should be approved. The Settlement Approval Hearings have been set for:

[DATE]: Ontario Superior Court of Justice;

[DATE]: Superior Court of Québec; and

[DATE]: Court of King’s Bench for Saskatchewan.

If the Settlement is approved, it will apply to the following Settlement Class: (1) all persons resident in Canada who were prescribed and ingested Yasmin and/or YAZ between December 10, 2004 (in respect of Yasmin) or January 6, 2009 (in respect of YAZ) and November 30, 2011 (in the case of Ontario and Québec residents) or October 4, 2016 (in the case of Canadian residents outside Ontario and Québec) **AND** who were subsequently diagnosed with arterial thromboembolism, venous thromboembolism, and/or gallbladder disease; **and** (2) all persons resident in Canada who, by virtue of a personal relationship to any one or more of the persons described above, has a derivative claim for damages under Canadian family law legislation.

If you wish to object to the proposed Settlement, you must submit a written objection no later than **5:00pm Eastern Time on [DATE]**.

This is an abbreviated notice. For the complete notice, including information on benefits that may be available through the Settlement, copies of the Settlement Agreement, how to participate in the Settlement Approval Hearings, information on how to object to the approval of the Settlement Agreement, and all other related information, visit [SETTLEMENT WEBSITE] or contact [HOTLINE NUMBER] or Class Counsel:

ONTARIO

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QUÉBEC

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Telephone: 1 (877) 735-3842

PLEASE DO NOT CALL THE DEFENDANTS OR THE COURT ABOUT THE PROCEEDING

This Notice was approved by order of the Ontario Superior Court of Justice, the Superior Court of Québec, and the Court of King’s Bench for Saskatchewan. This is not a solicitation from a lawyer. The court offices will be unable to answer any questions about the matters in this Notice. Please do not contact them.

SCHEDULE “B-2”
LONG-FORM NOTICE OF SETTLEMENT APPROVAL HEARING

NOTICE OF PROPOSED SETTLEMENT OF YASMIN AND YAZ LITIGATION

Please read this Notice carefully – your legal rights may be affected.

Notice of Settlement

A Canada-wide settlement (“Settlement”) has been reached with Bayer Inc. and other Bayer defendants (collectively “Bayer”) in class actions in Ontario, Saskatchewan, and Quebec relating to the oral contraceptives Yasmin and YAZ. The class actions raise various allegations relating to blood clots (arterial thromboembolism, venous thromboembolism) and gallbladder disease and removal (cholecystectomy). Bayer denies the allegations made in the class actions, makes no admission as to the truth of these allegations, and denies any wrongdoing. The allegations made in the class actions have not been proven in court and should not be considered in any way to be medical advice.

This Notice summarizes certain parts of the Settlement Agreement. All capitalized terms not otherwise defined in this Notice have the meanings given to them in the Settlement Agreement. If there is a conflict between the content of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

This Notice advises you of the hearings that will be held to decide whether the Settlement should be approved. You may attend the Settlement Approval Hearings.

You can review the Settlement Agreement and related documents on the Settlement Website: **[WEBSITE]**. You can also contact Class Counsel using the information listed below.

Who is included?

If the Settlement is approved, it will apply to the following Settlement Class: (1) all persons resident in Canada who were prescribed and ingested Yasmin and/or YAZ between December 10, 2004 (in respect of Yasmin) or January 6, 2009 (in respect of YAZ) and November 30, 2011 (in the case of Ontario and Québec residents) or October 4, 2016 (in the case of Canadian residents outside Ontario and Québec) **AND** who were subsequently diagnosed with arterial thromboembolism, venous thromboembolism, and/or gallbladder disease; **and** (2) all persons resident in Canada who, by virtue of a personal relationship to any one or more of the persons described above, has a derivative claim for damages under Canadian family law legislation.

What is the proposed Settlement?

The Settlement provides for the creation of a **CAD \$9,050,000.00** Settlement Fund that will be used, among other things, to pay the costs of notice and administration of the Settlement, the claims of Provincial Health Insurers, Class Counsel legal fees, and benefits for Approved Claimants who are part of the Settlement Class. The final value of benefits for each Approved Claimant will not be determined until all Claims are submitted and considered by the Claims Administrator.

To be eligible for benefits, individuals must be part of the Settlement Class and must submit a valid and timely Claim with supporting documents to the Claims Administrator. Not all Settlement Class Members or individuals who submit a Claim will receive benefits.

10% of the Settlement Fund (CAD \$905,000.00) will be allocated to a Provincial Health Insurer Fund for the recovery of costs of insured health or medical services provided by the Provincial Health Insurers.

If the Settlement is approved, Class Counsel will seek court approval for Class Counsel legal fees of **[AMOUNT]** to be paid from the Settlement Fund. Approval of the Settlement is not contingent on the outcome of any request

regarding Class Counsel legal fees. The Courts may award something less than the amount requested by Class Counsel.

Settlement Approval Hearings

For the Settlement to become effective, it must be approved by the Ontario Superior Court of Justice, the Superior Court of Québec, and the Court of King's Bench for Saskatchewan. These Courts must be satisfied that the Settlement is fair, reasonable, and in the best interest of the Settlement Class. The Settlement Approval Hearings have been set for:

[DATE]: Ontario Superior Court of Justice;

[DATE]: Superior Court of Québec; and

[DATE]: Court of King's Bench for Saskatchewan.

In the event that the Settlement is not approved by the Courts in a form agreed to by the Plaintiffs and Defendants, the Settlement Agreement will terminate, and its terms will no longer be binding on the Settlement Class. In that case, all parties will be restored to their pre-Settlement Agreement positions.

Objecting to the proposed Settlement and opportunity to appear

If you wish to object to the proposed Settlement, you must submit a written objection no later than **5:00pm Eastern Time on [DATE]** containing the following information:

- a heading that states: "Objection to Yasmin/YAZ Class Actions National Settlement";
- your full name, current mailing address, telephone number, and email address;
- a brief explanation of the nature and reasons for your objection, along with any supporting documents;
- a declaration that you believe you are a member of the Settlement Class and the reason for that belief;
- whether you intend to appear at the Settlement Approval Hearing(s), in which Province you plan to attend, and, if you intend to appear represented by counsel, the name, address, telephone number, and email address of your counsel; and
- your signature.

Your written objection must be received by the Claims Administrator via pre-paid mail, courier, or email by no later than **5:00pm Eastern Time on [DATE]** at the applicable address listed below. The Claims Administrator will file copies of the objections received on time with the Courts.

CLAIMS ADMINISTRATOR: [NAME]

[ADDRESS]

[HOTLINE NUMBER]

[SETTLEMENT WEBSITE]

[EMAIL]

If you plan to attend a Settlement Approval Hearing and you have submitted a written objection, you may request to make oral submissions to the Court.

Notice of Settlement Approval

If the proposed Settlement is approved by the Courts, a Notice of Settlement Approval will be published on [SETTLEMENT WEBSITE] and otherwise made available as ordered by the Courts. Settlement Class Members will have a limited amount of time to submit a Claim for benefits. The applicable Claim Forms will be made available online at [SETTLEMENT WEBSITE] or, alternatively, may be requested from the Claims Administrator via email, mail, or telephone using the information listed above. If you intend to submit a Claim, you must do so on or before the applicable deadline, which will be posted on the Settlement Website: [WEBSITE]

For more information

If you have any questions regarding the proposed Settlement, information is available online by visiting the Settlement Website, [WEBSITE], or by contacting the toll-free, bilingual hotline: [HOTLINE NUMBER]. You may also contact Class Counsel directly:

ONTARIO

McKenzie Lake Lawyers LLP

1800-140 Fullarton Street

London, ON N6A 5P2

Email:

matt.baer@mckenzielake.com

Telephone: 519-672-5666

OUTSIDE ONTARIO & QUÉBEC

Merchant Law Group

2401 Saskatchewan Drive

Regina, SK S4P 4H8

Email: emerchant@merchantlaw.com/

casey@caselaw.cc

Telephone: 613-366-2795

306-540-2284

QUÉBEC

Siskinds Desmeules

43 rue de Buade #320

Québec City, QC G1R 4A2

Email: recours@siskinds.com

Telephone: 1 (877) 735-3842

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

PLEASE DO NOT CALL THE DEFENDANTS OR THE COURT ABOUT THE PROCEEDING

This Notice was approved by order of the Ontario Superior Court of Justice, the Superior Court of Québec, and the Court of King's Bench for Saskatchewan. This is not a solicitation from a lawyer. The court offices will be unable to answer any questions about the matters in this Notice. Please do not contact them.

SCHEDULE “B-3”
SETTLEMENT APPROVAL HEARING PRESS RELEASE

McKenzie Lake Lawyers LLP, Merchant Law Group, and Siskinds Desmeules Announce the Proposed Settlement of Yasmin and YAZ Class Action Litigation

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

London [DATE]: McKenzie Lake Lawyers LLP, Merchant Law Group, and Siskinds Desmeules announce that a Canada-wide settlement (“Settlement”) has been reached with Bayer Inc. and other Bayer defendants (collectively “Bayer”) in class actions in Ontario, Saskatchewan, and Quebec relating to the oral contraceptives Yasmin and YAZ. The class actions raise various allegations relating to blood clots (arterial thromboembolism, venous thromboembolism) and gallbladder disease and removal. Bayer denies the allegations made in the class actions, makes no admission as to the truth of these allegations, and denies any wrongdoing.

Hearings to approve the Settlement have been scheduled before the Ontario Superior Court of Justice on **[DATE]**, the Superior Court of Québec on **[DATE]**, and the Court of King’s Bench for Saskatchewan on **[DATE]**.

If the Settlement is approved, it will apply to the following Settlement Class: (1) all persons resident in Canada who were prescribed and ingested Yasmin and/or YAZ between December 10, 2004 (in respect of Yasmin) or January 6, 2009 (in respect of YAZ) and November 30, 2011 (in the case of Ontario and Québec residents) or October 4, 2016 (in the case of Canadian residents outside Ontario and Québec) **AND** who were subsequently diagnosed with arterial thromboembolism, venous thromboembolism, and/or gallbladder disease; **and** (2) all persons resident in Canada who, by virtue of a personal relationship to any one or more of the persons described above, has a derivative claim for damages under Canadian family law legislation.

To determine whether you may be eligible to receive benefits, visit **[SETTLEMENT WEBSITE]**.

If you qualify as a member of the Settlement Class and wish to participate in the Settlement, you do not need to do anything at this time. If the Settlement is approved by the Courts mentioned above, another notice will be published, and additional information will be provided on how to make a Claim.

If you wish to object to the Settlement, you must submit a written objection no later than **5:00pm Eastern Time on [DATE]**.

CONTACT

This press release is a summary of information relating to the proposed Settlement. For further information, including information on benefits that may be available through the Settlement, copies of the Settlement Agreement, how to participate in the Settlement Approval Hearings, information on how to object to the approval of the Settlement Agreement, and all other related information, visit **[SETTLEMENT WEBSITE]** or contact **[HOTLINE NUMBER]** or Class Counsel:

ONTARIO

**McKenzie Lake Lawyers
LLP**

1800-140 Fullarton Street
London, ON N6A 5P2

Email:
matt.baer@mckenzielake.com

Telephone: 519-672-5666

**OUTSIDE ONTARIO &
QUÉBEC**

Merchant Law Group

2401 Saskatchewan Drive
Regina, SK S4P 4H8

Email:
emerchant@merchantlaw.com/
casey@caselaw.cc

Telephone: 613-366-2795
306-540-2284

QUÉBEC

Siskinds Desmeules

43 rue de Buade #320
Québec City, QC G1R 4A2

Email: recours@siskinds.com
Telephone: 1 (877) 735-3842

**PLEASE DO NOT CALL THE DEFENDANTS OR THE COURT ABOUT THE
PROCEEDING**

**This press release was approved by order of the Ontario Superior Court of Justice, the Superior Court of Québec,
and the Court of King's Bench for Saskatchewan. The court offices will be unable to answer any questions about
the matters in this press release. Please do not contact them.**

**SCHEDULE “C”
FORM OF NOTICE ORDER**

Court File No. 52030/10

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)	_____, THE _____
)	
)	
JUSTICE STANDRYK)	DAY OF _____, 2025

B E T W E E N :

ANN SCHWOOB, CODY SCHWOOB and KRISTY BISHOP

Plaintiffs

- and -

BAYER INC.

Defendant

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(APPROVING NOTICE PLAN AND APPOINTING CLAIMS ADMINISTRATOR)**

THIS MOTION, made by the Plaintiffs for an Order approving the Notice Plan, Notices of Settlement Approval Hearing, and Settlement Approval Hearing Press Release, and for an Order appointing Epiq Class Action Services Canada, Inc. (“**Epiq**”) as Claims Administrator, was heard this day;

ON READING the materials filed, including the Settlement Agreement between the Plaintiffs and the Defendant dated July 30, 2025, attached to this Order as **Schedule “A”**;

AND ON HEARING submissions from counsel for the parties;

AND ON BEING ADVISED that all parties consent to this Order;

AND ON BEING ADVISED that Epiq consents to being appointed as Claims Administrator;

THIS COURT ORDERS that:

1. The Settlement Agreement is incorporated by reference into this Order and, unless otherwise indicated, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

Notices of Settlement Approval Hearing and Notice Plan

2. The short-form and long-form Notices of Settlement Approval Hearing, and the Settlement Approval Hearing Press Release, are hereby approved substantially in the forms attached to this Order as **Schedules “B” to “D”**, respectively.

3. The Notice Plan is hereby approved substantially in the form attached to this Order as **Schedule “E”**. The Notices of Settlement Approval Hearing and the Settlement Approval Hearing Press Release shall be published and disseminated in accordance with the Notice Plan.

4. The Notice Plan constitutes fair and reasonable notice to the Settlement Class of the Settlement Approval Hearing before this Court.

Claims Administrator

5. Epiq is hereby appointed as Claims Administrator.

6. The Claims Administrator shall publish and disseminate the Notices of Settlement Approval Hearing and the Settlement Approval Hearing Press Release in accordance with the Notice Plan and the terms of the Settlement Agreement.

7. The Claims Administrator shall establish and maintain the Settlement Website and publish such information and documents on that website as are required by the Notice Plan and Settlement Agreement in connection with the Settlement Approval Hearing.
8. The Claims Administrator shall establish and maintain a toll-free, bilingual hotline for Settlement Class Members, as contemplated by the Settlement Agreement.
9. The Claims Administrator shall receive and respond to inquiries from Settlement Class Members in connection with the proposed Settlement or the Settlement Approval Hearing.
10. The Claims Administrator shall, and is hereby empowered to, carry out any and all other duties required of it under the Settlement Agreement in connection with the Settlement Approval Hearing.
11. The Claims Administrator shall abide by the confidentiality obligations and restrictions set out in the Settlement Agreement.

Settlement Approval Hearing

12. The Settlement Approval Hearing shall be heard before this Court at the Courthouse, [ADDRESS], on [DATE] beginning at [TIME], or at such other place and time, or on such other terms, as this Court may direct.
13. The Settlement Approval Hearing shall be conducted to determine whether the Settlement Agreement is fair, reasonable, and in the best interest of Settlement Class Members.
14. The parties shall deliver all materials necessary for the Settlement Approval Hearing, including any notice of motion, motion record, and consent(s), no later than seven days before the Settlement Approval Hearing.

Objections

15. A Settlement Class Member may object to the approval of the Settlement by sending a written objection by pre-paid mail, courier, or email to the Claims Administrator in accordance with the Settlement Agreement and at the applicable address listed in the long-form Notice of Settlement Approval Hearing attached to this Order as Schedule “C”. Written objections must be received by the Claims Administrator before the Objection Deadline, which is 5:00pm Eastern Time on **[DATE]**. Any written objection received after that time shall not be considered or reported by the Claims Administrator.

16. Objections must be in writing. Any objection received other than in writing at any time shall not be considered or reported by the Claims Administrator.

17. A Settlement Class Member who wishes to object to the Settlement must include in their written objection:

- (a) a heading that states: “Objection to Yasmin/YAZ Class Actions National Settlement” or similar;
- (b) their full name, current mailing address, telephone number, and email address;
- (c) a brief explanation of the nature and reasons for the objection, along with any supporting documents;
- (d) a declaration that the person believes they are a member of the Settlement Class and the reason for that belief;

- (e) whether the person intends to appear at the Settlement Approval Hearing in this Court and, if they intend to appear by counsel, the name, address, telephone number, and email address of their counsel; and
- (f) their signature.

18. The Claims Administrator shall report objections to Class Counsel and Defence Counsel on a regular basis in accordance with the Settlement Agreement.

19. No later than four days before the Settlement Approval Hearing in this Court, the Claims Administrator shall serve on Defence Counsel and Class Counsel, and file with this Court, an affidavit reporting on all written objections received prior to the Objection Deadline, including details about the number of written objections from each province and territory, and attaching those objections as exhibits.

20. In reporting objections to Class Counsel, Defence Counsel, or this Court, the Claims Administrator shall identify any written objections that do not meet the requirements set out in paragraph 17. Where an objection contains minor omissions or errors, the Claims Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Claims Administrator. The Claims Administrator may also contact anyone who submits a written objection to obtain further information to correct any errors or omissions.

Other

21. There shall be no costs of this motion.

The Honourable Justice Standryk

SCHEDULE “D” NOTICE PLAN

- (1) Capitalized terms used in this Notice Plan have the meanings ascribed to them in the Settlement Agreement.

Documents to be in English and French

- (2) The following documents will be made available in both English-language and French-language versions:
- a. the Settlement Agreement;
 - b. the Benefits and Distribution Protocol;
 - c. the short-form and long-form Notices of Settlement Approval Hearing, and the Settlement Approval Hearing Press Release;
 - d. the short-form and long-form Notices of Settlement Approval, and the Settlement Approval Press Release; and
 - e. the Claim Forms.
- (3) Where these documents are to be posted on a website or published through digital media, both the English-language and French-language versions will be posted or published, unless otherwise indicated in this Notice Plan. The French-language versions will also be forwarded to any Settlement Class Member who requests them.

Notices of Settlement Approval Hearing and Press Release

- (4) Within thirty (30) days of the Notice Orders being granted by the Courts, Class Counsel shall:
- a. post the short-form and long-form Notices of Settlement Approval Hearing on their respective websites;
 - b. send the short-form Notice of Settlement Approval Hearing by email or by regular mail directly to all Settlement Class Members who registered with Class Counsel to receive notice;
 - c. forward copies of the short-form and long-form Notices of Settlement Approval Hearing and the Settlement Agreement to any Settlement Class Member who requests them;
 - d. forward the short-form and long-form Notices of Settlement Approval Hearing to the Canadian Bar Association Class Action Database and the Québec Registry of Class Actions with a request that they be posted online;
 - e. provide a copy of the long-form Notice of Settlement Approval Hearing to any person who requests it; and

- f. provide support lines to provide assistance to Settlement Class Members or other persons who make inquiries on their own behalf or on behalf of Settlement Class Members.
- (5) Within thirty (30) days of the Notice Orders being granted by the Courts, the Claims Administrator shall:
- a. post the short-form and long-form Notices of Settlement Approval Hearing on the Settlement Website: **[WEBSITE]**;
 - b. forward copies of the short-form and long-form Notices of Settlement Approval Hearing and the Settlement Agreement to any Settlement Class Member who requests them;
 - c. publish the short-form Notice of Settlement Approval Hearing, in English and/or French, as the case may be, in the following newspapers:
 - i. National Post;
 - ii. Calgary Herald;
 - iii. Edmonton Journal;
 - iv. Vancouver Sun;
 - v. Winnipeg Free Press;
 - vi. L'Etoile;
 - vii. St. John Telegraph-Journal;
 - viii. Halifax Chronicle-Herald;
 - ix. Toronto Star;
 - x. The Charlottetown Guardian;
 - xi. The Montreal Gazette;
 - xii. Le Journal de Montreal;
 - xiii. Le Journal de Quebec; and
 - xiv. Saskatoon Star Phoenix;
 - d. publish the short-form Notice of Settlement Approval Hearing, in English and/or French, as the case may be, in the following magazines:
 - i. Canadian Living;

- ii. Hello! Canada; and
- iii. Coup de Pouce;
- e. provide notice via internet advertisements containing links to the short-form and long-form Notices of Settlement Approval Hearing on the following platforms in English and/or French, as the case may be:
 - i. Google Display Network, in English and French, targeting: (1) women 27+; (2) women 27+ and Intent Targeting for birth control, YAZ birth control pills and/or Yasmin birth control pills; and (3) women 27+ and Affinity Targeting for birth control;
 - ii. Facebook, in English and French, targeting: (1) women 27+; (2) women 27+ who have engaged with pages/groups such as Straight Talk About Birth Control, Birth Control/Hormone Balance/Health & Wellness - Share & Find Answers, Birth Control Questions, Birth Control Support & Management, and/or general birth control content;
 - iii. Instagram, in English and French, targeting: (1) women 27+; (2) women 27+ who have engaged with pages/groups such as Straight Talk About Birth Control, Birth Control/Hormone Balance/Health & Wellness - Share & Find Answers, Birth Control Questions, Birth Control Support & Management, and/or general birth control content;
 - iv. X, in English, targeting: women 27+ and post engagement targeting for birth control, YAZ birth control pills, and/or Yasmin birth control pills; and
 - v. Reddit, in English, targeting: women 27+ and keyword targeting for birth control, YAZ birth control pills, and/or Yasmin birth control pills;
- f. provide sponsored search listings on the following platforms, in English and French:
 - i. Google;
 - ii. Yahoo; and
 - iii. Bing; and
- g. distribute the Settlement Approval Hearing Press Release, in English and French, via the CNW national newswire service.

Notices of Settlement Approval and Press Release

- (6) Within thirty (30) days of the Effective Date under the Settlement Agreement, Class Counsel shall:
- a. post the short-form and long-form Notices of Settlement Approval on their respective websites;
 - b. send the short-form Notice of Settlement Approval by email or by regular mail directly to all Settlement Class Members who registered with Class Counsel to receive notice;
 - c. forward copies of the short-form and long-form Notices of Settlement Approval and the Settlement Agreement to any Settlement Class Member who requests them;
 - d. forward the short-form and long-form Notices of Settlement Approval to the Canadian Bar Association Class Action Database and the Québec Registry of Class Actions with a request that they be posted online; and
 - e. provide a copy of the long-form Notice of Settlement Approval to any person who requests it.
- (7) Within thirty (30) days of the Effective Date under the Settlement Agreement, the Claims Administrator shall:
- a. post the short-form and long-form Notices of Settlement Approval on the Settlement Website: **[WEBSITE]**;
 - b. forward copies of the short-form and long-form Notices of Settlement Approval and the Settlement Agreement to any Settlement Class Member who requests them;
 - c. publish the short-form Notice of Settlement Approval, in English and/or French, as the case may be, in the following newspapers:
 - i. National Post;
 - ii. Calgary Herald;
 - iii. Edmonton Journal;
 - iv. Vancouver Sun;
 - v. Winnipeg Free Press;
 - vi. L'Etoile;
 - vii. St. John Telegraph-Journal;
 - viii. Halifax Chronicle-Herald;

- ix. Toronto Star;
 - x. The Charlottetown Guardian;
 - xi. The Montreal Gazette;
 - xii. Le Journal de Montreal;
 - xiii. Le Journal de Quebec; and
 - xiv. Saskatoon Star Phoenix;
- d. publish the short-form Notice of Settlement Approval, in English and/or French, as the case may be, in the following magazines:
- i. Canadian Living;
 - ii. Hello! Canada; and
 - iii. Coup de Pouce;
- e. provide notice via internet advertisements containing links to the short-form and long-form Notices of Settlement Approval on the following platforms, in English and/or French, as the case may be:
- i. Google Display Network, in English and French, targeting: (1) women 27+; (2) women 27+ and Intent Targeting for birth control, YAZ birth control pills, and/or Yasmin birth control pills; and (3) women 27+ and Affinity Targeting for birth control;
 - ii. Facebook, in English and French, targeting: (1) women 27+; (2) women 27+ who have engaged with pages/groups such as Straight Talk About Birth Control, Birth Control/Hormone Balance/Health & Wellness - Share & Find Answers, Birth Control Questions, Birth Control Support & Management, and/or general birth control content;
 - iii. Instagram, in English and French, targeting: (1) women 27+; (2) women 27+ who have engaged with pages/groups such as Straight Talk About Birth Control, Birth Control/Hormone Balance/Health & Wellness - Share & Find Answers, Birth Control Questions, Birth Control Support & Management, and/or general birth control content;
 - iv. X, in English, targeting: women 27+ and post engagement targeting for birth control, YAZ birth control pills, and/or Yasmin birth control pills; and
 - v. Reddit, in English, targeting: women 27+ and keyword targeting for birth control, YAZ birth control pills, and/or Yasmin birth control pills;

- f. provide sponsored search listings on the following platforms, in English and French:
 - i. Google;
 - ii. Yahoo; and
 - iii. Bing; and
- g. distribute the Settlement Approval Press Release, in English and French, via the CNW national newswire service.

**SCHEDULE “E-1”
SHORT-FORM NOTICE OF SETTLEMENT APPROVAL**

NOTICE OF YASMIN AND YAZ LITIGATION SETTLEMENT APPROVAL

Please read this Notice carefully – your legal rights may be affected.

A Canada-wide settlement (“Settlement”) has been reached with Bayer Inc. and other Bayer defendants (collectively “Bayer”) in class actions in Ontario, Saskatchewan, and Quebec relating to the oral contraceptives Yasmin and YAZ. The class actions raised various allegations relating to blood clots (arterial thromboembolism, venous thromboembolism) and gallbladder disease and removal. Bayer denies the allegations made in the class actions, makes no admission as to the truth of these allegations, and denies any wrongdoing. The Settlement of the class actions has been approved by the Courts.

For the purposes of the Settlement, the Settlement Class is comprised of: (1) all persons resident in Canada who were prescribed and ingested Yasmin and/or YAZ between December 10, 2004 (in respect of Yasmin) or January 6, 2009 (in respect of YAZ) and November 30, 2011 (in the case of Ontario and Québec residents) or October 4, 2016 (in the case of Canadian residents outside Ontario and Québec) **AND** who were subsequently diagnosed with arterial thromboembolism, venous thromboembolism, and/or gallbladder disease; **and** (2) all persons resident in Canada who, by virtue of a personal relationship to any one or more of the persons described above, has a derivative claim for damages under Canadian family law legislation.

Under the Settlement, Bayer will provide an all-inclusive Settlement Fund of **CAD \$9,050,000.00**. The Settlement Fund will be used, among other things, to pay the costs of notice and administration of the Settlement, the claims of Provincial Health Insurers, Class Counsel legal fees, and benefits for Approved Claimants who are part of the Settlement Class. The final value of benefits for each Approved Claimant will not be determined until all Claims are submitted and considered by the Claims Administrator.

To make a Claim for benefits from the Settlement, you must complete and submit a Claim Form (including the necessary supporting documents) to the Claims Administrator before **[CLAIMS DEADLINE] (11:59pm Eastern Time)**. If you do NOT submit your Claim Form on time, you will not be eligible for any benefits from the Settlement. Please visit **[SETTLEMENT WEBSITE]** for details on how to submit a Claim.

If you have questions about the Settlement and/or would like to obtain more information, please visit **[SETTLEMENT WEBSITE]** or contact **[HOTLINE NUMBER]** or Class Counsel directly, as follows:

ONTARIO

McKenzie Lake Lawyers LLP
1800-140 Fullarton Street
London, ON N6A 5P2
Email:
matt.baer@mckenzielake.com
Telephone: 519-672-5666

OUTSIDE ONTARIO & QUÉBEC

Merchant Law Group
2401 Saskatchewan Drive
Regina, SK S4P 4H8
Email: emerchant@merchantlaw.com/
casey@caselaw.cc
Telephone: 613-366-2795
306-540-2284

QUÉBEC

Siskinds Desmeules
43 rue de Buade #320
Québec City, QC G1R 4A2
Email: recours@siskinds.com
Telephone: 1 (877) 735-3842

PLEASE DO NOT CALL THE DEFENDANTS OR THE COURT ABOUT THE PROCEEDING

This Notice was approved by order of the Ontario Superior Court of Justice, the Superior Court of Québec, and the Court of King’s Bench for Saskatchewan. This is not a solicitation from a lawyer. The court offices will be unable to answer any questions about the matters in this Notice. Please do not contact them.

**SCHEDULE “E-2”
LONG-FORM NOTICE OF SETTLEMENT APPROVAL**

NOTICE OF YASMIN AND YAZ LITIGATION SETTLEMENT APPROVAL

Please read this Notice carefully – your legal rights may be affected.

Notice of Settlement Approval

A Canada-wide settlement (“Settlement”) has been reached with Bayer Inc. and other Bayer defendants (collectively “Bayer”) in class actions in Ontario, Saskatchewan, and Quebec relating to the oral contraceptives Yasmin and YAZ. The class actions raised various allegations relating to blood clots (arterial thromboembolism, venous thromboembolism) and gallbladder disease and removal. Bayer denies the allegations made in the class actions, makes no admission as to the truth of these allegations, and denies any wrongdoing. The Settlement of the class actions has been approved by the Courts. The allegations made in the class actions have not been proven in court and should not be considered in any way to be medical advice.

A copy of the Settlement Agreement is available at: [SETTLEMENT WEBSITE]. You can also request a paper or electronic copy from the Claims Administrator or an electronic copy from Class Counsel (contact information below).

If you are a Settlement Class Member (as defined below), you may make a Claim for benefits from the Settlement. The deadline to make a claim is [CLAIMS DEADLINE] (11:59pm Eastern Time).

Who is included?

For the purposes of the Settlement, the Settlement Class is comprised of: (1) all persons resident in Canada who were prescribed and ingested Yasmin and/or YAZ between December 10, 2004 (in respect of Yasmin) or January 6, 2009 (in respect of YAZ) and November 30, 2011 (in the case of Ontario and Québec residents) or October 4, 2016 (in the case of Canadian residents outside Ontario and Québec) **AND** who were subsequently diagnosed with arterial thromboembolism, venous thromboembolism, and/or gallbladder disease; **and** (2) all persons resident in Canada who, by virtue of a personal relationship to any one or more of the persons described above, has a derivative claim for damages under Canadian family law legislation.

Who is excluded?

Only Settlement Class Members who meet certain criteria are eligible to submit Claims in the Settlement. You are excluded from making a Claim in the Settlement if:

- (a) you are not a Settlement Class Member under the terms of the Settlement Agreement; or
- (b) you have validly opted out of the class actions.

What is the Settlement?

Under the Settlement, Bayer will provide an all-inclusive Settlement Fund of **CAD \$9,050,000.00**. The Settlement Fund will be used, among other things, to pay the costs of notice and administration of the Settlement, the claims of Provincial Health Insurers, Class Counsel legal fees, and benefits for Approved Claimants who are part of the Settlement Class. The final value of benefits for each Approved Claimant will not be determined until all Claims are submitted and considered by the Claims Administrator.

The Courts have approved a Benefits and Distribution Protocol that determines which Settlement Class Members are eligible for benefits and in what amount. The benefits for Approved Claimants will be based on the following points system (see below). Benefits will be paid *pro rata* based on the number of points assigned to each Approved

Claimant, subject to maximum allowable benefits per Claimant.

QUALIFYING CRITERIA	POINTS
QUALIFYING MEDICAL CONDITIONS RE BLOOD CLOTS	
Venous Thromboembolism (incl. Pulmonary Embolism and Deep Vein Thrombosis): (1) Proof of Yasmin and/or YAZ ingestion <u>prior to time of injury</u> ; (2) Proof of a diagnosis of venous thromboembolism contemporaneous with Yasmin and/or YAZ use, as shown by Evidence.	100
Arterial Thromboembolism (incl. Ischemic Stroke and/or Myocardial Infarction): (1) Proof of Yasmin and/or YAZ ingestion <u>prior to time of injury</u> ; (2) Proof of a diagnosis of arterial thromboembolism contemporaneous with Yasmin and/or YAZ use, as shown by Evidence.	50
QUALIFYING MEDICAL CONDITIONS RE GALLBLADDER	
Gallbladder Disease/Cholecystectomy: (1) Proof of Yasmin and/or YAZ ingestion <u>prior to time of injury</u> ; (2) Proof of a diagnosis of gallbladder disease, and/or gallbladder removal (cholecystectomy) within six (6) months of Yasmin and/or YAZ ingestion, as shown by Evidence.	5
QUALIFYING ASSOCIATED FATALITY	
Fatality (VTE): (1) Proof of Yasmin and/or YAZ ingestion <u>prior to time of fatality</u> ; (2) Proof of fatality as a result of a venous thromboembolism; and (3) proof of diagnosis that the fatality was associated with the use of Yasmin and/or YAZ, as shown by Evidence.	150
Fatality (ATE): (1) Proof of Yasmin and/or YAZ ingestion <u>prior to time of fatality</u> ; (2) Proof of fatality as a result of an arterial thromboembolism; and (3) proof of diagnosis that the fatality was associated with the use of Yasmin and/or YAZ, as shown by Evidence.	125
FAMILY SETTLEMENT CLASS MEMBER	
Supporting evidence of a familial relationship to a Settlement Class Member with a Qualifying Medical Condition and/or Associated Fatality, as described above.* <i>*To be made pro rata if more than one (1) family members submit Claims with respect to one (1) Settlement Class Member.</i>	10% of the points given to the primary Claim.

How do I participate in the Settlement?

To make a Claim for benefits from the Settlement, you must complete and submit a Claim Form (including the necessary supporting Evidence detailed in the Benefits and Distribution Protocol and the Settlement Agreement) to the Claims Administrator before **[CLAIMS DEADLINE] (11:59pm Eastern Time)**. If you do **NOT** submit your Claim Form on time, you will not be eligible for any benefits from the Settlement.

A copy of the Claim Form can be accessed on the Claims Administrator's website, or by contacting the Claims Administrator:

**CLAIMS ADMINISTRATOR: [NAME]
[ADDRESS]
[HOTLINE NUMBER]
[SETTLEMENT WEBSITE]
[EMAIL]**

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

What happens if I do nothing?

If you do nothing at all, you will not receive any benefits from the Settlement. Unless you previously and validly excluded yourself (opted out) from the class actions, you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Bayer relating to the legal issues in the class actions.

However, even if you take no action, you may keep your right to sue Bayer for other claims not resolved by the Settlement, subject to any applicable limitation periods.

How can I get more information?

If you have questions about the Settlement and/or would like to obtain more information, please visit [SETTLEMENT WEBSITE] or contact [HOTLINE NUMBER] or Class Counsel directly, as follows:

ONTARIO

McKenzie Lake Lawyers LLP
1800-140 Fullarton Street
London, ON N6A 5P2
Email:
matt.baer@mckenzielake.com
Telephone: 519-672-5666

OUTSIDE ONTARIO & QUÉBEC

Merchant Law Group
2401 Saskatchewan Drive
Regina, SK S4P 4H8
Email: emerchant@merchantlaw.com/
casey@caselaw.cc
Telephone: 613-366-2795
306-540-2284

QUÉBEC

Siskinds Desmeules
43 Rue De Buade #320
Québec City, QC G1R 4A2
Email: recours@siskinds.com
Telephone: 1 (877) 735-3842

Neither the Parties nor their counsel make any representation regarding the tax effects, if any, of receiving any benefits under this Settlement. Consult your tax adviser for any tax questions you may have.

PLEASE DO NOT CALL THE DEFENDANTS OR THE COURT ABOUT THE PROCEEDING

This Notice was approved by order of the Ontario Superior Court of Justice, the Superior Court of Québec, and the Court of King's Bench for Saskatchewan. This is not a solicitation from a lawyer. The court offices will be unable to answer any questions about the matters in this Notice. Please do not contact them.

**SCHEDULE “E-3”
SETTLEMENT APPROVAL PRESS RELEASE**

McKenzie Lake Lawyers LLP, Merchant Law Group, and Siskinds Desmeules Announce the Settlement of Yasmin and YAZ Class Action Litigation

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

London [DATE]: McKenzie Lake Lawyers LLP, Merchant Law Group, and Siskinds Desmeules announce that a Canada-wide settlement (“Settlement”) has been reached with Bayer Inc. and other Bayer defendants (collectively “Bayer”) in class actions in Ontario, Saskatchewan, and Quebec relating to the oral contraceptives Yasmin and YAZ. The class actions raised various allegations relating to blood clots (arterial thromboembolism, venous thromboembolism) and gallbladder disease and removal. Bayer denies the allegations made in the class actions, makes no admission as to the truth of these allegations, and denies any wrongdoing.

The Settlement of the class actions has been approved by the Courts.

The Settlement applies to the following Settlement Class: (1) all persons resident in Canada who were prescribed and ingested Yasmin and/or YAZ between December 10, 2004 (in respect of Yasmin) or January 6, 2009 (in respect of YAZ) and November 30, 2011 (in the case of Ontario and Québec residents) or October 4, 2016 (in the case of Canadian residents outside Ontario and Québec) **AND** who were subsequently diagnosed with arterial thromboembolism, venous thromboembolism, and/or gallbladder disease; **and** (2) all persons resident in Canada who, by virtue of a personal relationship to any one or more of the persons described above, has a derivative claim for damages under Canadian family law legislation.

To determine whether you may be eligible to receive benefits, visit **[SETTLEMENT WEBSITE]**.

The Courts have approved a Benefits and Distribution Protocol that determines which Settlement Class Members are eligible for benefits and in what amount. For more information about how benefits are determined, you should review the long-form Notice of Settlement Approval, the Benefits and Distribution Protocol, and the Settlement Agreement and related documents, available on the Settlement Website: **[WEBSITE]**.

To make a Claim for benefits from the Settlement, you must complete and submit a Claim Form (including the necessary supporting Evidence detailed in the Benefits and Distribution Protocol and the Settlement Agreement) to the Claims Administrator before **[CLAIMS DEADLINE] (11:59pm Eastern Time)**. **If you do NOT submit your Claim Form on time, you will not be eligible for any benefits from the Settlement.**

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

CONTACT

This press release is a summary of information relating to the Settlement. For further information, including information on benefits that may be available through the Settlement, and to obtain copies of the Settlement Agreement and Benefits and Distribution Protocol, visit **[SETTLEMENT WEBSITE]** or contact **[HOTLINE NUMBER]** or Class Counsel:

ONTARIO**McKenzie Lake Lawyers
LLP**

1800-140 Fullarton Street
London, ON N6A 5P2

Email:

matt.baer@mckenzielake.com

Telephone: 519-672-5666

**OUTSIDE ONTARIO &
QUÉBEC****Merchant Law Group**

2401 Saskatchewan Drive
Regina, SK S4P 4H8

Email:

emerchant@merchantlaw.com/

casey@caselaw.cc

Telephone: 613-366-2795
306-540-2284

QUÉBEC**Siskinds Desmeules**

43 rue de Buade #320
Québec City, QC G1R 4A2

Email:

recours@siskinds.com

Telephone: 1 (877) 735-3842

**PLEASE DO NOT CALL THE DEFENDANTS OR THE COURT ABOUT THE
PROCEEDING**

This press release was approved by order of the Ontario Superior Court of Justice, the Superior Court of Québec, and the Court of King's Bench for Saskatchewan. The court offices will be unable to answer any questions about the matters in this press release. Please do not contact them.

SCHEDULE "F"
FORM OF SETTLEMENT APPROVAL ORDER

Court File No. 52030/10

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE) _____, THE _____
)
)
)
 JUSTICE ■) DAY OF _____, 2025

BETWEEN:

ANN SCHWOOB, CODY SCHWOOB and KRISTY BISHOP

Plaintiffs

- and -

BAYER INC.

Defendant

Proceeding under the *Class Proceedings Act, 1992*

ORDER (SETTLEMENT APPROVAL)

THIS MOTION, made by the Plaintiffs for an Order approving the Settlement Agreement entered into with the Defendant dated July 30, 2025 and dismissing this action, was heard this day;

ON READING the materials filed, including the Settlement Agreement attached to this Order as **Schedule “A” [as well as any objections filed]**;

AND ON HEARING the submissions of counsel for the parties **[and any objectors]**;

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

THIS COURT ORDERS that:

Trigger Date

1. For the purposes of this Order, the “**Trigger Date**” shall be the date on which orders in substantially the same form as this Order have been granted and issued by the Superior Court of Québec and the Court of King’s Bench for Saskatchewan (the “**Other Orders**”).
2. In accordance with the terms of the Settlement Agreement, this Order is conditional on the Other Orders, and the effect of this Order shall be suspended until the Trigger Date. For greater certainty, this Order shall automatically become effective on the Trigger Date, without the need for any further order from this Court.

Settlement Approval

3. The Settlement Agreement is incorporated by reference into this Order, and the definitions set out in the Settlement Agreement apply to and are incorporated into this Order. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
4. All provisions of the Settlement Agreement (including the preamble, recitals, and definitions) form part of this Order and are binding upon: (1) the Settlement Class Members who did not validly opt out of this action, including those persons who are minors or mentally incapable, and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194 are dispensed with in respect of the action; (2) the Plaintiffs; (3) the Releasers and Releasees; (4) Class Counsel; (5) the Provincial Health Insurers; and (6) Bayer Inc.

5. The Settlement is fair, reasonable, and in the best interests of the Class, and it is hereby approved pursuant to the provisions of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.

Notices of Settlement Approval

6. The short-form and long-form Notices of Settlement Approval, and the Settlement Approval Press Release, are hereby approved substantially in the forms attached to this Order as **Schedules “B” to “D”**, respectively.

7. The Notices of Settlement Approval and the Settlement Approval Press Release shall be published and disseminated in accordance with the Notice Plan previously approved by order dated **[DATE]**.

Claims Administration

8. The Claims Administrator previously appointed by order dated **[DATE]** shall publish and disseminate the Notices of Settlement Approval and the Settlement Approval Press Release in accordance with the Notice Plan and the terms of the Settlement Agreement.

9. The Claims Administrator shall administer the Settlement Fund, facilitate and adjudicate the Claims process, and report to the Court and the parties in accordance with the terms of the Settlement Agreement and the Benefits and Distribution Protocol.

10. Neither Bayer Inc. nor any Releasee shall have any liability relating to the administration of the Settlement Fund. This includes all aspects of the administration, including, without limitation, any distribution or investment of the Settlement Fund by the Claims Administrator or Class Counsel.

11. The Claims Administrator shall, and is hereby empowered to, carry out any and all other duties required of it under the Settlement Agreement.

12. The Claims Administrator shall abide by the confidentiality obligations and restrictions set out in the Settlement Agreement.

Dismissal and Release

13. Upon the Trigger Date, this action is hereby dismissed without costs and with prejudice, and such dismissal shall be a full and complete defence to any subsequent proceeding in respect of the subject matter hereof.

14. The releases provided in sections 8 and 9 of the Settlement Agreement are approved and will take effect upon the Effective Date as defined in the Settlement Agreement.

15. Upon the Effective Date, each Releasor and Provincial Health Insurer has released, and shall be conclusively deemed to have forever and absolutely released, all Releasees from the Released Claims.

16. Upon the Effective Date, each Releasor and Provincial Health Insurer shall not institute, continue, maintain, intervene in, or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any proceeding, cause of action, claim, or demand against any Releasee, or against any other person who may claim contribution, indemnity, or other relief over from any Releasee, in respect of any Released Claim.

Other

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

18. On notice to this Court, but without further order of this Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

19. Neither the Settlement Agreement (including all terms thereof) nor its performance and implementation shall be construed as any admission by Bayer Inc. in respect of: (1) the validity of any claim, theory, or fact; (2) any liability, fault, or responsibility; or (3) the existence, cause, or extent of any damages or losses alleged or suffered by any Settlement Class Member.

20. Other than that which has been provided for in the Settlement Agreement, no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement.

21. In the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be declared null and void and of no force or effect, without the need for any further order of this Court, but with notice to the Settlement Class.

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

23. There shall be no costs of this motion.

The Honourable Justice ■

**NOTICE OF PROPOSED TERMS
OF SETTLEMENT**Pursuant to section 13 of the
Health Care Costs Recovery Act

Personal information on this form is collected under the authority of the *Health Care Costs Recovery Act*. The information will be used to identify recoverable health care costs as a result of a third party liability incident. If you have any questions about the collection of this information, contact Third Party Liability's email at hlth.tpl@gov.bc.ca or call (250) 952-2034. Personal information is protected from unauthorized use and disclosure in accordance with the *Health Care Costs Recovery Act* and the *Freedom of Information and Protection of Privacy Act*.

The payor's legal counsel may complete and send this form on behalf of the payor

PART A - BENEFICIARY

Last Name of Beneficiary		Given Name(s)	
Date of Incident (YYYY / MM / DD)	Date of Birth if known (YYYY / MM / DD)	Personal Health Number (PHN)	

PART B - PAYOR

Full Name	
Address	Postal Code
Contact Phone Number (include area code)	Email Address

PART C - PAYOR'S COUNSEL

Name and Address		
Phone Number (include area code)	Email Address	
Name(s) of Parties to Proposed Settlement		
Total Amount of Settlement \$	Amount Proposed for Health Care Costs \$	Is the claim continuing against any other wrongdoer? Yes No

PART D - ATTACHMENTS

Proposed Settlement Terms, Draft Terms of Settlement or Settlement Agreement
Releases / Covenants not to sue (if applicable)
Consent Dismissal Order / Discontinuance (if applicable)

Signature	Print Name and Title	OFFICE USE ONLY
	Date Signed (YYYY / MM / DD)	
Phone Number (include area code)	Email Address	
Full Mailing Address		

This form, including attachments, is sufficiently served if scanned and emailed to the following address: hlth.tpl@gov.bc.ca

– OR – Please send registered mail or traceable courier to: Third Party Liability, Ministry of Health
2nd Floor - 1515 Blanshard Street
PO Box 9647 STN PROV GOVT
Victoria BC V8W 9P4

SCHEDULE “H”
PROVINCIAL HEALTH INSURER CONSENT AND RELEASE

WHEREAS [province specific legislation] (the “**Act**”) permits a direct or subrogated claim for the recovery of the costs for **[insured services or analogous term]** that have been incurred in the past and that will probably be incurred in the future, and as further described in the Act and its regulations;

AND WHEREAS proceedings were commenced in Ontario, Saskatchewan, and Québec against Bayer Inc. and other Bayer defendants (collectively “**Bayer**”) on behalf of all persons resident in Canada who were prescribed and ingested Yasmin and/or YAZ between December 10, 2004 (in respect of Yasmin) or January 6, 2009 (in respect of YAZ) and November 30, 2011 (in the case of Ontario and Québec residents) or October 4, 2016 (in the case of Canadian residents outside of Ontario and Québec) and who were subsequently diagnosed with arterial thromboembolism, venous thromboembolism, and/or gallbladder disease (the “**Proceedings**”);

AND WHEREAS, pursuant to a Settlement Agreement dated July 30, 2025 (the “**Settlement Agreement**”), the Proceedings and all of the present and future claims of Settlement Class Members (as defined in the Settlement Agreement) against the Releasees (as defined in the Settlement Agreement) for or relating in any way to their injuries associated with their ingestion of Yasmin and/or YAZ are to be fully resolved, on a national basis, without admission of liability;

AND WHEREAS the undersigned Provincial Health Insurer (as defined in the Settlement Agreement) hereby consents to the Settlement Agreement and will not object to court approval of the Settlement provided for in the Settlement Agreement;

AND WHEREAS, pursuant to the Settlement Agreement, Settlement Class Members will have an opportunity to submit individual Claims (as defined in the Settlement Agreement) for benefits under the Settlement Agreement;

NOW THEREFORE, in consideration of the payment to be made from the Provincial Health Insurer Fund (as defined in the Settlement Agreement) to the undersigned Provincial Health Insurer, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the undersigned Provincial Health Insurer hereby releases, relinquishes, and forever discharges any and all manner of claims against the Releasees, whether such claims are known or unknown, direct or indirect, subrogated or otherwise, that the Provincial Health Insurer ever had, now has, or hereafter can, shall, or may have in respect of Provincial Health Insurer Rights of Recovery (as defined in the Settlement Agreement) pursuant to the Act, which permits the recovery of healthcare costs or medical expenses from third parties or other sources, relating in any way to the injuries arising from the facts alleged in the Proceedings associated with the ingestion of Yasmin and/or YAZ by Settlement Class Members, including, without limitation, and by way of example, all subrogated and/or direct claims in respect of Settlement Class Members that were or could have been brought for the cost of medical care and treatment provided to Settlement Class Members, as well as medical screening and monitoring, against the Releasees;

AND THE STATUTORILY DESIGNATED OFFICIAL FOR THE PROVINCIAL HEALTH INSURER REPRESENTS AND CONFIRMS that they have the authority to bind the Provincial Health Insurer;

AND THE PROVINCIAL HEALTH INSURER ACKNOWLEDGES and agrees that it has not been induced to execute this Consent and Release by reason of any representation or warranty of any nature or kind whatsoever, and that there is no condition, express or implied, nor any collateral agreement affecting the said Consent and Release;

AND FOR THE SAID CONSIDERATION, the Provincial Health Insurer covenants and agrees not to make a claim or to commence or take proceedings against any of the Releasees, or against any person, firm, partnership, business, corporation, or entity who or which might claim contribution from, or to be indemnified by, any Releasee in respect of those matters to which this Consent and Release applies;

AND IT IS UNDERSTOOD that the Releasees, and each of them, do not admit any liability to the Provincial Health Insurer or others, and that such liability is specifically and expressly denied.

IN WITNESS WHEREOF the
Provincial Health Insurer ■ has hereunto
set its hand and seal this ■ day of ■, 2025.

Witness (Printed)

Printed Name of Statutorily Designated
Official for the Provincial Health Insurer
on behalf of ■ [Province].

Witness (Signature)

Signature of Statutorily Designated
Official for the Provincial Health Insurer
on behalf of ■ [Province].

**SCHEDULE “I-1”
USER CLAIM FORM**

**YASMIN/YAZ
CLASS ACTION SETTLEMENT**

**Must Be Postmarked No Later Than
[CLAIMS DEADLINE]**

**USER CLAIM FORM
PRIVATE & CONFIDENTIAL**
(PLEASE TYPE OR USE BLUE OR BLACK PEN AND WRITE LEGIBLY)

This User Claim Form is for User Settlement Class Members who wish to claim benefits under the Settlement Agreement. Capitalized terms not otherwise defined in this Claim Form have the meanings given to them in the Settlement Agreement. **“User Settlement Class Members”** means all persons resident in Canada (including their estates) who were prescribed and ingested Yasmin and/or YAZ between December 10, 2004 (in respect of Yasmin) or January 6, 2009 (in respect of YAZ) and November 30, 2011 (in the case of Ontario and Québec residents) or October 4, 2016 (in the case of Canadian residents outside Ontario and Québec) **AND** who were subsequently diagnosed with arterial thromboembolism, venous thromboembolism, and/or gallbladder disease.

To be eligible to receive payment from the Settlement Fund, each User Settlement Class Member **MUST** complete this User Claim Form and submit it and any supporting documents to the Claims Administrator, postmarked, emailed, or uploaded no later than **11:59 PM Eastern Time on [CLAIMS DEADLINE]**.

Late Claims, incomplete User Claim Forms, and/or unsigned User Claim Forms may not be accepted or valid.

DO NOT COMPLETE THIS USER CLAIM FORM IF YOU ARE A FAMILY MEMBER OF A USER SETTLEMENT CLASS MEMBER. PLEASE COMPLETE THE FAMILY MEMBER CLAIM FORM.

HOW TO SUBMIT YOUR CLAIM:

You may choose any one of the following ways to submit a User Claim Form (including any supporting documents):

1. Mail, Courier, or Email	Mail, courier, or email your complete User Claim Form and any supporting documents to the Claims Administrator at: [CLAIMS ADMINISTRATOR ADDRESS AND EMAIL]
2. Online	Upload your complete User Claim Form and any supporting documents to: [SETTLEMENT WEBSITE]

**Questions? Call Toll-Free: [HOTLINE], email the Claims Administrator at [EMAIL], or visit:
[SETTLEMENT WEBSITE]**

YASMIN/YAZ CLASS ACTION SETTLEMENT
USER CLAIM FORM

SECTION I: USER CLAIMANT IDENTIFICATION

The “**User Claimant**” is the User Settlement Class Member making this Claim.

The Claims Administrator will use the information that you provide to process your Claim. If your information changes, please notify the Claims Administrator in writing.

YOU MUST ENCLOSE A COPY OF A VALID, GOVERNMENT-ISSUED PHOTO ID THAT MATCHES THE NAME AND CONTACT INFORMATION ENTERED BELOW (OR DEATH CERTIFICATE OF THE DECEASED USER CLAIMANT).

First Name

Last Name

Maiden or Other Prior Names

Date of Birth (DD-MM-YYYY)

Street Address

City

Province

Postal Code

Country

Email Address

Telephone Number

YASMIN/YAZ CLASS ACTION SETTLEMENT
USER CLAIM FORM

SECTION II: REPRESENTATIVE IDENTIFICATION (IF APPLICABLE)

Please complete this section if you are submitting a Claim on behalf of the User Claimant because you are:

- ☐ the authorized representative of a User Claimant who is legally incapacitated (i.e., with power of attorney);

Reason: _____

OR

- ☐ the authorized representative of the deceased User Claimant's estate.

YOU MUST PROVIDE DOCUMENTATION VERIFYING THAT YOU HAVE LEGAL AUTHORITY TO ACT ON BEHALF OF THE USER CLAIMANT OR THEIR ESTATE (I.E., CERTIFICATE OF APPOINTMENT OF ESTATE TRUSTEE, POWER OF ATTORNEY, WILL, MARRIAGE CERTIFICATE, ETC.)

Representative's First Name

Representative's Last Name

Representative's Relationship to Claimant

Representative's Street Address

City

Province

Postal Code

Country

Representative's Email Address

Representative's Telephone Number

YOU MUST ENCLOSE A COPY OF A VALID, GOVERNMENT-ISSUED PHOTO ID THAT MATCHES THE NAME AND CONTACT INFORMATION ENTERED ABOVE.

- ☐ By checking this box, I confirm that **I am authorized** to submit a Claim on behalf of the User Claimant and have attached the supporting documentation (*such as a Power of Attorney for Property, or Death Certificate and Last Will, or Certificate of Appointment of Estate Trustee*).

YASMIN/YAZ CLASS ACTION SETTLEMENT
USER CLAIM FORM

SECTION III: LEGAL COUNSEL IDENTIFICATION (IF APPLICABLE)

Only complete this section if you have retained a lawyer specifically for the purpose of assisting you with this Claim Form and communicating with the Claims Administrator on your behalf.

Note: If this section is completed, all correspondence will be sent to your lawyer, who must notify the Claims Administrator of any change in mailing address. If you change lawyers, you must notify the Claims Administrator directly in writing of the new information.

Lawyer's First Name

Lawyer's Last Name

Law Firm Name

Law Firm Street Address

City

Province

Postal Code

Country

Lawyer's Email Address

Lawyer's Telephone Number

YASMIN/YAZ CLASS ACTION SETTLEMENT
USER CLAIM FORM

SECTION IV: CLAIM INFORMATION

You should complete this User Claim Form if you are a person (including your estate) resident in Canada who was prescribed and ingested Yasmin and/or YAZ between December 10, 2004 (in respect of Yasmin) or January 6, 2009 (in respect of YAZ) and November 30, 2011 (in the case of Ontario and Québec residents) or October 4, 2016 (in the case of Canadian residents outside Ontario and Québec) **AND** you were subsequently diagnosed with arterial thromboembolism, venous thromboembolism, and/or gallbladder disease.

PRODUCT IDENTIFICATION

Click/check one or more of the boxes below to indicate the type of Yasmin/YAZ oral contraceptive ingested:

- ☐ Yasmin
☐ YAZ

Date(s) of Yasmin/YAZ Ingestion*: <small>*Include date of first ingestion and date of last ingestion (leading to alleged injury).</small>	Name of Pharmacy(ies) and/or Medical Provider(s):

INJURIES & EVENT DOCUMENTATION

Click/check one or more of the boxes below to indicate the type of injury(ies) you received as a result of ingesting Yasmin/YAZ. Please note that you **must** submit supporting documents for each category claimed (*i.e.*, each type of injury claimed) (see the **Supporting Documentation** section below).

- ☐ **Arterial Thromboembolism:**

Date(s):	Name of Doctor(s) and/or Hospital(s):

YASMIN/YAZ CLASS ACTION SETTLEMENT
USER CLAIM FORM

☐ **Venous Thromboembolism:**

Date(s):	Name of Doctor(s) and/or Hospital(s):

☐ **Cholecystectomy/Gallbladder Disease:**

Date(s):	Name of Doctor(s) and/or Hospital(s):

☐ **Fatality arising from arterial thromboembolism or venous thromboembolism:**

Date:	Name of Doctor and/or Hospital:

YASMIN/YAZ CLASS ACTION SETTLEMENT
USER CLAIM FORM

SUPPORTING DOCUMENTATION

Failure to provide supporting documents will result in your Claim being rejected.

Attach to this User Claim Form documents from the medical professional(s) and/or medical facility(ies) from which or in which you received your Yasmin/YAZ pills **and** treatment(s) for the above-noted Yasmin/YAZ related injury(ies) you are claiming under the Settlement. Please note that you **must** submit supporting documents for each category claimed (*i.e.*, each type of injury claimed).

PROOF OF INGESTION:

- ☐ **Proof of Yasmin/YAZ Ingestion:** Pharmacy records, clinical records, and/or hospital records.

PROOF OF INJURY(IES):

- ☐ **Arterial Thromboembolism:** The injury and/or treatment evidence must document the arterial thromboembolism (including ischemic stroke and/or myocardial infarction) with accompanying reports and/or hospital records.
- ☐ **Venous Thromboembolism:** The injury and/or treatment evidence must document the venous thrombosis (including pulmonary embolism and/or deep vein thrombosis) with accompanying reports and/or hospital records.
- ☐ **Cholecystectomy/Gallbladder Disease:** The injury and/or treatment evidence must document the cholecystectomy and/or gallbladder disease with accompanying reports and/or hospital records.
- ☐ **Fatality:** Evidence must document the fatality as a result of an arterial thromboembolism or venous thromboembolism, associated in whole, or in part, with an individual's use of Yasmin and/or YAZ with accompanying medical reports and/or hospital records.

Supporting documents should only include the relevant documents (not your full medical file). For medical records consisting of more than five (5) pages, please provide page references to the relevant documents when you describe your injuries in the boxes above.

YASMIN/YAZ CLASS ACTION SETTLEMENT
USER CLAIM FORM

SECTION V: PAYMENT INFORMATION

If you are approved to receive payment under the Settlement, you will receive a cheque in the mail after the Claims Administrator reviews all Claims.

Where a User Claimant is represented by a lawyer, all payments in relation to the Claim will be paid to the Claimant's lawyer, in trust.

If you are **not** represented by a lawyer, do you want your cheque delivered to a different address than that indicated in Section I?

☐ Yes

☐ No

If "No", your cheque will be delivered to the address indicated in Section I, unless you notify the Claims Administrator in writing of a change of address.

If "Yes", please provide the desired address below:

Street Address

City

Province

Postal Code

Country

YASMIN/YAZ CLASS ACTION SETTLEMENT
USER CLAIM FORM

SECTION VI: DECLARATION

By signing below, you acknowledge and agree to the following:

- i. You are an eligible User Settlement Class Member (or the representative of a User Settlement Class Member as disclosed in Section II of this Claim Form).
- ii. All the information provided and submitted in this User Claim Form is true and accurate to the best of your knowledge.
- iii. This User Claim Form and the supporting documents attached hereto may be subject to audit, verification, and review by the Claims Administrator and/or the Court.
- iv. You will not receive any payment if the information in this User Claim Form or the supporting documents attached hereto is believed or found to be fraudulent.
- v. If you had not previously opted out of the Yasmin/YAZ class actions, you hereby elect to participate in and to be bound by the terms and conditions of the Settlement Agreement. This means, without limitation, that by signing this User Claim Form, pursuant to the Settlement Agreement, you are granting each Releasee (as defined in the Settlement Agreement) a complete and final release of all Released Claims (as defined in the Settlement Agreement).

PLEASE ENSURE THAT YOU SIGN AND DATE THIS FORM.

Please sign only the appropriate lines. Signatures on all lines may not be required.

Date (dd/mm/yyyy)

Signature of User Claimant
(or User Claimant's Representative, if any)

Printed Name of User Claimant (or Representative)

Date (dd/mm/yyyy)

Signature of User Claimant's Lawyer (if any)

Printed Name of User Claimant's Lawyer (if any)

YASMIN/YAZ CLASS ACTION SETTLEMENT
USER CLAIM FORM

**YASMIN/YAZ CLASS ACTION SETTLEMENT
REMINDER CHECKLIST**

This checklist will help you to ensure that your Claim submission is complete and includes all supporting documents.

All Claims by User Claimants must include:

- ☐ A complete and signed User Claim Form.
- ☐ A copy of valid government-issued photo ID.
- ☐ Medical Records: Proof of Ingestion (as listed in Supporting Documentation).
- ☐ Medical Records: Proof of Injury(ies) (as listed in Supporting Documentation).
- ☐ Other: _____

THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR USER CLAIM FORM BY MAIL (OR EMAIL WHERE POSSIBLE) WITHIN 90 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT WITHIN 90 DAYS, PLEASE CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT ■.

**IF YOU MOVE, IT IS YOUR RESPONSIBILITY TO NOTIFY THE CLAIMS
ADMINISTRATOR OF YOUR NEW ADDRESS.**

SUBMIT YOUR CLAIM FORM BY MAIL/EMAIL/ONLINE:

All Claim Forms and supporting documents **must** be postmarked or submitted by email or online no later than **11:59 PM Eastern Time** on **[CLAIMS DEADLINE]** via:

[CLAIMS ADMINISTRATOR ADDRESS AND EMAIL]

[SETTLEMENT WEBSITE]

Questions? Call Toll-Free: [HOTLINE], email the Claims Administrator at [EMAIL], or visit: [SETTLEMENT WEBSITE]

The Claims Administrator will keep strictly confidential the identity of all Settlement Class Members and all information regarding any Claims and submissions made by Settlement Class Members. Where necessary, the Claims Administrator will contact Claimants directly to obtain further information.

**SCHEDULE “I-2”
FAMILY MEMBER CLAIM FORM**

**YASMIN/YAZ
CLASS ACTION SETTLEMENT**

**Must Be Postmarked No Later Than
[CLAIMS DEADLINE]**

**FAMILY MEMBER CLAIM FORM
PRIVATE & CONFIDENTIAL**

(PLEASE TYPE OR USE BLUE OR BLACK PEN AND WRITE LEGIBLY)

This Family Member Claim Form is for Family Settlement Class Members who wish to claim benefits under the Settlement Agreement. Capitalized terms not otherwise defined in this Claim Form have the meanings given to them in the Settlement Agreement. Please proceed to complete this form if you meet the following criteria:

- [1] You were a spouse, common law spouse, child, grandchild, parent, brother, or sister of a User Settlement Class Member at the time of their injury or injuries due to their ingestion of Yasmin and/or YAZ. “**User Settlement Class Members**” means all persons resident in Canada (including their estates) who were prescribed and ingested Yasmin and/or YAZ between December 10, 2004 (in respect of Yasmin) or January 6, 2009 (in respect of YAZ) and November 30, 2011 (in the case of Ontario and Québec residents) or October 4, 2016 (in the case of Canadian residents outside Ontario and Québec) AND who were subsequently diagnosed with arterial thromboembolism, venous thromboembolism, and/or gallbladder disease;

- [2] You have gathered all evidence required to substantiate your relationship to the User Settlement Class Member (please see Section II of this Family Member Claim Form for a list of suggested supporting documents).

To receive payment from the Settlement Fund, each Family Settlement Class Member **MUST** complete this Family Member Claim Form and submit it and any supporting documents to the Claims Administrator, postmarked, emailed, or uploaded no later than **11:59 PM Eastern Time on [CLAIMS DEADLINE]**. You are encouraged to submit this Family Member Claim Form and proof of relationship together with the User Claim Form submitted by your related User Settlement Class Member for ease of administration.

Late Claims, incomplete Family Member Claim Forms, and/or unsigned Family Member Claim Forms may not be accepted or valid.

IF NO CLAIM FORM IS SUBMITTED BY OR ON BEHALF OF THE USER SETTLEMENT CLASS MEMBER, OR THE USER SETTLEMENT CLASS MEMBER IS DEEMED TO BE INELIGIBLE BY THE CLAIMS ADMINISTRATOR, FAMILY MEMBERS ARE NOT ELIGIBLE FOR BENEFITS UNDER THE SETTLEMENT.

YASMIN/YAZ CLASS ACTION SETTLEMENT
FAMILY MEMBER CLAIM FORM

HOW TO SUBMIT YOUR CLAIM:

You may choose any one of the following ways to submit a Family Member Claim Form (including any supporting documents):

1. Mail, Courier, or Email	Mail, courier, or email your complete Family Member Claim Form and any supporting documents to the Claims Administrator at: [CLAIMS ADMINISTRATOR ADDRESS AND EMAIL]
2. Online	Upload your complete Family Member Claim Form and any supporting documents to: [SETTLEMENT WEBSITE]

**Questions? Call Toll-Free: [HOTLINE], email the Claims Administrator at [EMAIL], or visit:
[SETTLEMENT WEBSITE]**

YASMIN/YAZ CLASS ACTION SETTLEMENT
FAMILY MEMBER CLAIM FORM

SECTION I: USER SETTLEMENT CLASS MEMBER INFORMATION

Note: If you are a User Settlement Class Member's family member or a representative of such family member, please fill in the User Settlement Class Member's information in this first section and fill in your information in the relevant section further below.

The Claims Administrator will use the information provided to process your Claim. If your information changes, please notify the Claims Administrator in writing.

User Settlement Class Member's
First Name

User Settlement Class Member's Last Name

User Settlement Class Member's
Maiden or Other Prior Names

User Settlement Class Member's Date of Birth
(DD-MM-YYYY)

User Settlement Class Member's Street
Address

City

Province

Postal Code

Country

User Settlement Class Member's
Email Address

User Settlement Class Member's
Telephone Number

YASMIN/YAZ CLASS ACTION SETTLEMENT
FAMILY MEMBER CLAIM FORM

SECTION II: FAMILY MEMBER CLAIMANT IDENTIFICATION

The “**Family Member Claimant**” is the Family Settlement Class Member making this Claim.

Before you complete this section, you MUST complete Section I and identify the User Settlement Class Member who is your source of entitlement to make this Claim.

First Name	Last Name
Maiden or Other Prior Names	Date of Birth (DD-MM-YYYY)
User Settlement Class Member’s Name	Relationship to User Settlement Class Member
Street Address	
City	Province
Postal Code	Country
Email Address	Telephone Number

☐ By checking this box, I confirm that I am a **Family Settlement Class Member** of a User Settlement Class Member and have attached the following supporting document(s).

- | | | |
|--|--|---|
| <input type="checkbox"/> Birth Certificate | <input type="checkbox"/> Separation Contract | <input type="checkbox"/> Affidavit |
| <input type="checkbox"/> Baptismal Certificate | <input type="checkbox"/> Custody Judgment | <input type="checkbox"/> Divorce Judgment |
| <input type="checkbox"/> Marriage Certificate | <input type="checkbox"/> Adoption Papers | |

YOU MUST ENCLOSE A COPY OF A VALID, GOVERNMENT-ISSUED PHOTO ID THAT MATCHES THE NAME AND CONTACT INFORMATION ENTERED ABOVE (OR A BIRTH CERTIFICATE IF THE FAMILY MEMBER CLAIMANT IS A MINOR WHO DOES NOT HAVE PHOTO ID).

PROOF OF RELATIONSHIP MUST BE PROVIDED WITH THIS FAMILY MEMBER CLAIM FORM IN ORDER TO COMPLETE YOUR CLAIM. IF NO DOCUMENTATION IS PROVIDED, YOUR CLAIM MAY BE FOUND DEFICIENT.

YASMIN/YAZ CLASS ACTION SETTLEMENT
FAMILY MEMBER CLAIM FORM

SECTION III: REPRESENTATIVE IDENTIFICATION (IF APPLICABLE)

Please complete this section if you are submitting a Claim on behalf of the Family Member Claimant because you are:

- ☐ the authorized representative of a Family Member Claimant who is legally incapacitated (i.e., with power of attorney);

Reason: _____

OR

- ☐ the authorized representative of the deceased Family Member Claimant's estate.

YOU MUST PROVIDE DOCUMENTATION VERIFYING THAT YOU HAVE LEGAL AUTHORITY TO ACT ON BEHALF OF THE FAMILY MEMBER CLAIMANT OR THEIR ESTATE (I.E., CERTIFICATE OF APPOINTMENT OF ESTATE TRUSTEE, POWER OF ATTORNEY, WILL, MARRIAGE CERTIFICATE, ETC.)

Representative's First Name

Representative's Last Name

Representative's Relationship to Claimant

Representative's Street Address

City

Province

Postal Code

Country

Representative's Email Address

Representative's Telephone Number

YOU MUST ENCLOSE A COPY OF A VALID, GOVERNMENT-ISSUED PHOTO ID THAT MATCHES THE NAME AND CONTACT INFORMATION ENTERED ABOVE.

- ☐ By checking this box, I confirm that **I am authorized** to submit a Claim on behalf of the Family Member Claimant and have attached the supporting documentation (*such as a Power of Attorney for Property, or Death Certificate and Last Will, or Certificate of Appointment of Estate Trustee*).

YASMIN/YAZ CLASS ACTION SETTLEMENT
FAMILY MEMBER CLAIM FORM

SECTION IV: LEGAL COUNSEL IDENTIFICATION (IF APPLICABLE)

Only complete this section if you have retained a lawyer specifically for the purpose of assisting you with this Claim Form and communicating with the Claims Administrator on your behalf.

Note: If this section is completed, all correspondence will be sent to your lawyer, who must notify the Claims Administrator of any change in mailing address. If you change lawyers, you must notify the Claims Administrator in writing of the new information.

Lawyer's First Name

Lawyer's Last Name

Law Firm Name

Law Firm Street Address

City

Province

Postal Code

Country

Lawyer's Email Address

Lawyer's Telephone Number

YASMIN/YAZ CLASS ACTION SETTLEMENT
FAMILY MEMBER CLAIM FORM

SECTION V: PAYMENT INFORMATION

If you are approved to receive payment under the Settlement, you will receive a cheque in the mail after the Claims Administrator reviews all Claims.

Where a Family Member Claimant is represented by a lawyer, all payments in relation to the Claim will be paid to the Claimant's lawyer, in trust.

If you are **not** represented by a lawyer, do you want your cheque delivered to a different address than that indicated in Section II?

☐ Yes

☐ No

If "No", your cheque will be delivered to the address indicated in Section II, unless you notify the Claims Administrator in writing of a change of address.

If "Yes", please provide the desired address below:

Street Address

City

Province

Postal Code

Country

YASMIN/YAZ CLASS ACTION SETTLEMENT
FAMILY MEMBER CLAIM FORM

SECTION VI: DECLARATION

By signing below, you acknowledge and agree to the following:

- i. You are an eligible Family Settlement Class Member with respect to the person identified in Section I above (or the representative of a Family Settlement Class Member as disclosed in Section III above).
- ii. All the information provided and submitted in this Family Member Claim Form is true and accurate to the best of your knowledge.
- iii. All copies of records submitted with this Family Member Claim Form are true, complete, and correct copies of records provided by applicable record custodians.
- iv. If you had not previously opted out of the Yasmin/YAZ class actions, you hereby elect to participate in and to be bound by the terms and conditions of the Settlement Agreement. This means, without limitation, that by signing this Family Member Claim Form, pursuant to the Settlement Agreement, you are granting each Releasee (as defined in the Settlement Agreement) a complete and final release of all Released Claims (as defined in the Settlement Agreement).

PLEASE ENSURE THAT YOU SIGN AND DATE THIS FORM.

Please sign only the appropriate lines. Signatures on all lines may not be required.

Date (dd/mm/yyyy)

Family Member's Signature (or Guardian)

Printed Name of Family Member (or Guardian)

Date (dd/mm/yyyy)

Signature of Family Member's Lawyer (if any)

Printed Name of Family Member's Lawyer (if any)

YASMIN/YAZ CLASS ACTION SETTLEMENT
FAMILY MEMBER CLAIM FORM

**YASMIN/YAZ CLASS ACTION SETTLEMENT
REMINDER CHECKLIST**

This checklist will help you to ensure that your Claim submission is complete and includes all supporting documents.

All Claims by Family Member Claimants must include:

- ☐ A completed and signed Family Member Claim Form.
- ☐ A copy of valid government-issued photo ID.
- ☐ Supporting documents for proof of relationship to a User Settlement Class Member.
- ☐ Other: _____

THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR FAMILY MEMBER CLAIM FORM BY MAIL (OR EMAIL WHERE POSSIBLE) WITHIN 90 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT WITHIN 90 DAYS, PLEASE CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT ●.

**IF YOU MOVE, IT IS YOUR RESPONSIBILITY TO NOTIFY THE CLAIMS
ADMINISTRATOR OF YOUR NEW ADDRESS.**

SUBMIT YOUR CLAIM FORM BY MAIL/EMAIL/ONLINE:

All Claim Forms and supporting documents **must** be postmarked or submitted by email or online no later than **11:59 PM Eastern Time** on **[CLAIMS DEADLINE]** via:

[CLAIMS ADMINISTRATOR ADDRESS AND EMAIL]

[SETTLEMENT WEBSITE]

**Questions? Call Toll-Free: [HOTLINE], email the Claims Administrator at [EMAIL], or
visit: [SETTLEMENT WEBSITE]**

The Claims Administrator will keep strictly confidential the identity of all Settlement Class Members and all information regarding any Claims and submissions made by Settlement Class Members. Where necessary, the Claims Administrator will contact Claimants directly to obtain further information.

SHORT-FORM NOTICE OF SETTLEMENT APPROVAL

NOTICE OF YASMIN AND YAZ LITIGATION SETTLEMENT APPROVAL

Please read this Notice carefully – your legal rights may be affected.

A Canada-wide settlement ("Settlement") has been reached with Bayer Inc. and other Bayer defendants (collectively "Bayer") in class actions in Ontario, Saskatchewan, and Quebec relating to the oral contraceptives Yasmin and YAZ. The class actions raised various allegations relating to blood clots (arterial thromboembolism, venous thromboembolism) and gallbladder disease and removal. Bayer denies the allegations made in the class actions, makes no admission as to the truth of these allegations, and denies any wrongdoing. The Settlement of the class actions has been approved by the Courts.

For the purposes of the Settlement, the Settlement Class is comprised of: (1) all persons resident in Canada who were prescribed and ingested Yasmin and/or YAZ between December 10, 2004 (in respect of Yasmin) or January 6, 2009 (in respect of YAZ) and November 30, 2011 (in the case of Ontario and Québec residents) or October 4, 2016 (in the case of Canadian residents outside Ontario and Québec) **AND** who were subsequently diagnosed with arterial thromboembolism, venous thromboembolism, and/or gallbladder disease; **and** (2) all persons resident in Canada who, by virtue of a personal relationship to any one or more of the persons described above, has a derivative claim for damages under Canadian family law legislation.

Under the Settlement, Bayer will provide an all-inclusive Settlement Fund of **CAD \$9,050,000.00**. The Settlement Fund will be used, among other things, to pay the costs of notice and administration of the Settlement, the claims of Provincial Health Insurers, Class Counsel legal fees, and benefits for Approved Claimants who are part of the Settlement Class. The final value of benefits for each Approved Claimant will not be determined until all Claims are submitted and considered by the Claims Administrator.

To make a Claim for benefits from the Settlement, you must complete and submit a Claim Form (including the necessary supporting documents) to the Claims Administrator before **[CLAIMS DEADLINE] (11:59pm Eastern Time)**. If you do NOT submit your Claim Form on time, you will not be eligible for any benefits from the Settlement. Please visit **[SETTLEMENT WEBSITE]** for details on how to submit a Claim.

If you have questions about the Settlement and/or would like to obtain more information, please visit **[SETTLEMENT WEBSITE]** or contact **[HOTLINE NUMBER]** or Class Counsel directly, as follows:

ONTARIO

McKenzie Lake Lawyers LLP

1800-140 Fullarton Street

London, ON N6A 5P2

Email:

matt.baer@mckenzielake.com

Telephone: 519-672-5666

OUTSIDE ONTARIO & QUÉBEC

Merchant Law Group

2401 Saskatchewan Drive

Regina, SK S4P 4H8

Email: emerchant@merchantlaw.com/

casey@caselaw.cc

Telephone: 613-366-2795

306-540-2284

QUÉBEC

Siskinds Desmeules

43 rue de Buade #320

Québec City, QC G1R 4A2

Email: recours@siskinds.com

Telephone: 1 (877) 735-3842

PLEASE DO NOT CALL THE DEFENDANTS OR THE COURT ABOUT THE PROCEEDING

This Notice was approved by order of the Ontario Superior Court of Justice, the Superior Court of Québec, and the Court of King's Bench for Saskatchewan. This is not a solicitation from a lawyer. The court offices will be unable to answer any questions about the matters in this Notice. Please do not contact them.

LONG-FORM NOTICE OF SETTLEMENT APPROVAL

NOTICE OF YASMIN AND YAZ LITIGATION SETTLEMENT APPROVAL

Please read this Notice carefully – your legal rights may be affected.

Notice of Settlement Approval

A Canada-wide settlement (“Settlement”) has been reached with Bayer Inc. and other Bayer defendants (collectively “Bayer”) in class actions in Ontario, Saskatchewan, and Quebec relating to the oral contraceptives Yasmin and YAZ. The class actions raised various allegations relating to blood clots (arterial thromboembolism, venous thromboembolism) and gallbladder disease and removal. Bayer denies the allegations made in the class actions, makes no admission as to the truth of these allegations, and denies any wrongdoing. The Settlement of the class actions has been approved by the Courts. The allegations made in the class actions have not been proven in court and should not be considered in any way to be medical advice.

A copy of the Settlement Agreement is available at: [SETTLEMENT WEBSITE]. You can also request a paper or electronic copy from the Claims Administrator or an electronic copy from Class Counsel (contact information below).

If you are a Settlement Class Member (as defined below), you may make a Claim for benefits from the Settlement. The deadline to make a claim is [CLAIMS DEADLINE] (11:59pm Eastern Time).

Who is included?

For the purposes of the Settlement, the Settlement Class is comprised of: (1) all persons resident in Canada who were prescribed and ingested Yasmin and/or YAZ between December 10, 2004 (in respect of Yasmin) or January 6, 2009 (in respect of YAZ) and November 30, 2011 (in the case of Ontario and Québec residents) or October 4, 2016 (in the case of Canadian residents outside Ontario and Québec) **AND** who were subsequently diagnosed with arterial thromboembolism, venous thromboembolism, and/or gallbladder disease; **and** (2) all persons resident in Canada who, by virtue of a personal relationship to any one or more of the persons described above, has a derivative claim for damages under Canadian family law legislation.

Who is excluded?

Only Settlement Class Members who meet certain criteria are eligible to submit Claims in the Settlement. You are excluded from making a Claim in the Settlement if:

- (a) you are not a Settlement Class Member under the terms of the Settlement Agreement; or
- (b) you have validly opted out of the class actions.

What is the Settlement?

Under the Settlement, Bayer will provide an all-inclusive Settlement Fund of **CAD \$9,050,000.00**. The Settlement Fund will be used, among other things, to pay the costs of notice and administration of the Settlement, the claims of Provincial Health Insurers, Class Counsel legal fees, and benefits for Approved Claimants who are part of the Settlement Class. The final value of benefits for each Approved Claimant will not be determined until all Claims are submitted and considered by the Claims Administrator.

The Courts have approved a Benefits and Distribution Protocol that determines which Settlement Class Members are eligible for benefits and in what amount. The benefits for Approved Claimants will be based on the following points system (see below). Benefits will be paid *pro rata* based on the number of points assigned to each Approved

Claimant, subject to maximum allowable benefits per Claimant.

QUALIFYING CRITERIA	POINTS
QUALIFYING MEDICAL CONDITIONS RE BLOOD CLOTS	
Venous Thromboembolism (incl. Pulmonary Embolism and Deep Vein Thrombosis): (1) Proof of Yasmin and/or YAZ ingestion <u>prior to time of injury</u> ; (2) Proof of a diagnosis of venous thromboembolism contemporaneous with Yasmin and/or YAZ use, as shown by Evidence.	100
Arterial Thromboembolism (incl. Ischemic Stroke and/or Myocardial Infarction): (1) Proof of Yasmin and/or YAZ ingestion <u>prior to time of injury</u> ; (2) Proof of a diagnosis of arterial thromboembolism contemporaneous with Yasmin and/or YAZ use, as shown by Evidence.	50
QUALIFYING MEDICAL CONDITIONS RE GALLBLADDER	
Gallbladder Disease/Cholecystectomy: (1) Proof of Yasmin and/or YAZ ingestion <u>prior to time of injury</u> ; (2) Proof of a diagnosis of gallbladder disease, and/or gallbladder removal (cholecystectomy) within six (6) months of Yasmin and/or YAZ ingestion, as shown by Evidence.	5
QUALIFYING ASSOCIATED FATALITY	
Fatality (VTE): (1) Proof of Yasmin and/or YAZ ingestion <u>prior to time of fatality</u> ; (2) Proof of fatality as a result of a venous thromboembolism; and (3) proof of diagnosis that the fatality was associated with the use of Yasmin and/or YAZ, as shown by Evidence.	150
Fatality (ATE): (1) Proof of Yasmin and/or YAZ ingestion <u>prior to time of fatality</u> ; (2) Proof of fatality as a result of an arterial thromboembolism; and (3) proof of diagnosis that the fatality was associated with the use of Yasmin and/or YAZ, as shown by Evidence.	125
FAMILY SETTLEMENT CLASS MEMBER	
Supporting evidence of a familial relationship to a Settlement Class Member with a Qualifying Medical Condition and/or Associated Fatality, as described above.* <i>*To be made pro rata if more than one (1) family members submit Claims with respect to one (1) Settlement Class Member.</i>	10% of the points given to the primary Claim.

How do I participate in the Settlement?

To make a Claim for benefits from the Settlement, you must complete and submit a Claim Form (including the necessary supporting Evidence detailed in the Benefits and Distribution Protocol and the Settlement Agreement) to the Claims Administrator before **[CLAIMS DEADLINE] (11:59pm Eastern Time)**. If you do NOT submit your Claim Form on time, you will not be eligible for any benefits from the Settlement.

A copy of the Claim Form can be accessed on the Claims Administrator's website, or by contacting the Claims Administrator:

**CLAIMS ADMINISTRATOR: [NAME]
[ADDRESS]
[HOTLINE NUMBER]
[SETTLEMENT WEBSITE]
[EMAIL]**

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

What happens if I do nothing?

If you do nothing at all, you will not receive any benefits from the Settlement. Unless you previously and validly excluded yourself (opted out) from the class actions, you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Bayer relating to the legal issues in the class actions.

However, even if you take no action, you may keep your right to sue Bayer for other claims not resolved by the Settlement, subject to any applicable limitation periods.

How can I get more information?

If you have questions about the Settlement and/or would like to obtain more information, please visit [SETTLEMENT WEBSITE] or contact [HOTLINE NUMBER] or Class Counsel directly, as follows:

ONTARIO

McKenzie Lake Lawyers LLP
1800-140 Fullarton Street
London, ON N6A 5P2
Email:
matt.baer@mckenzielake.com
Telephone: 519-672-5666

OUTSIDE ONTARIO & QUÉBEC

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Regina, SK S4P 4H8
Email: emerchant@merchantlaw.com/
casey@caselaw.cc
Telephone: 613-366-2795
306-540-2284

QUÉBEC

Siskinds Desmeules
43 Rue De Buade #320
Québec City, QC G1R 4A2
Email: recours@siskinds.com
Telephone: 1 (877) 735-3842

Neither the Parties nor their counsel make any representation regarding the tax effects, if any, of receiving any benefits under this Settlement. Consult your tax adviser for any tax questions you may have.

PLEASE DO NOT CALL THE DEFENDANTS OR THE COURT ABOUT THE PROCEEDING

This Notice was approved by order of the Ontario Superior Court of Justice, the Superior Court of Québec, and the Court of King's Bench for Saskatchewan. This is not a solicitation from a lawyer. The court offices will be unable to answer any questions about the matters in this Notice. Please do not contact them.

Schedule "D"

SETTLEMENT APPROVAL PRESS RELEASE

McKenzie Lake Lawyers LLP, Merchant Law Group, and Siskinds Desmeules Announce the Settlement of Yasmin and YAZ Class Action Litigation

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

London [DATE]: McKenzie Lake Lawyers LLP, Merchant Law Group, and Siskinds Desmeules announce that a Canada-wide settlement ("Settlement") has been reached with Bayer Inc. and other Bayer defendants (collectively "Bayer") in class actions in Ontario, Saskatchewan, and Quebec relating to the oral contraceptives Yasmin and YAZ. The class actions raised various allegations relating to blood clots (arterial thromboembolism, venous thromboembolism) and gallbladder disease and removal. Bayer denies the allegations made in the class actions, makes no admission as to the truth of these allegations, and denies any wrongdoing.

The Settlement of the class actions has been approved by the Courts.

The Settlement applies to the following Settlement Class: (1) all persons resident in Canada who were prescribed and ingested Yasmin and/or YAZ between December 10, 2004 (in respect of Yasmin) or January 6, 2009 (in respect of YAZ) and November 30, 2011 (in the case of Ontario and Québec residents) or October 4, 2016 (in the case of Canadian residents outside Ontario and Québec) **AND** who were subsequently diagnosed with arterial thromboembolism, venous thromboembolism, and/or gallbladder disease; **and** (2) all persons resident in Canada who, by virtue of a personal relationship to any one or more of the persons described above, has a derivative claim for damages under Canadian family law legislation.

To determine whether you may be eligible to receive benefits, visit **[SETTLEMENT WEBSITE]**.

The Courts have approved a Benefits and Distribution Protocol that determines which Settlement Class Members are eligible for benefits and in what amount. For more information about how benefits are determined, you should review the long-form Notice of Settlement Approval, the Benefits and Distribution Protocol, and the Settlement Agreement and related documents, available on the Settlement Website: **[WEBSITE]**.

To make a Claim for benefits from the Settlement, you must complete and submit a Claim Form (including the necessary supporting Evidence detailed in the Benefits and Distribution Protocol and the Settlement Agreement) to the Claims Administrator before **[CLAIMS DEADLINE] (11:59pm Eastern Time)**. **If you do NOT submit your Claim Form on time, you will not be eligible for any benefits from the Settlement.**

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

CONTACT

This press release is a summary of information relating to the Settlement. For further information, including information on benefits that may be available through the Settlement, and to obtain copies of the Settlement Agreement and Benefits and Distribution Protocol, visit **[SETTLEMENT WEBSITE]** or contact **[HOTLINE NUMBER]** or Class Counsel:

ONTARIO**McKenzie Lake Lawyers
LLP**

1800-140 Fullarton Street
London, ON N6A 5P2

Email:

matt.baer@mckenzielake.com

Telephone: 519-672-5666

**OUTSIDE ONTARIO &
QUÉBEC****Merchant Law Group**

2401 Saskatchewan Drive

Regina, SK S4P 4H8

Email:

emerchant@merchantlaw.com/

casey@caselaw.cc

Telephone: 613-366-2795

306-540-2284

QUÉBEC**Siskinds Desmeules**

43 rue de Buade #320

Québec City, QC G1R 4A2

Email:

recours@siskinds.com

Telephone: 1 (877) 735-3842

**PLEASE DO NOT CALL THE DEFENDANTS OR THE COURT ABOUT THE
PROCEEDING**

This press release was approved by order of the Ontario Superior Court of Justice, the Superior Court of Québec, and the Court of King's Bench for Saskatchewan. The court offices will be unable to answer any questions about the matters in this press release. Please do not contact them.

Ann Schwoob, et al.
Plaintiffs

-v-

Bayer Inc.
Defendant

Court File No. 52030/10

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
ST. CATHARINES

Proceeding under the *Class Proceedings Act, 1992*

Order
(Settlement Approval)

MCKENZIE LAKE LAWYERS LLP
1800 - 140 Fullarton Street
London, ON N6A 5P2

Matthew D. Baer (LSUC#: 48227K)

Tel: 519-672-5666

Fax: 519-672-2674

Lawyers for Plaintiffs