C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

NO : 500-06-000869-178

(Class Action)
SUPERIOR COURT

STEPHEN DENNIS, domiciled at 932, Camelias Street, Verdun, province of Quebec, H3E 1Y7

and

JOSEE LAMONTAGNE, domiciled at 932, Camelias Street, Verdun, province of Quebec, H3E 1Y7

Applicants

v.

MEDTRONIC CANADA, legal person duly constituted, having its principal place of business at 99, Hereford Street, Brampton, Ontario, L6Y 0R3 and a place of business at 8455, Trans-Canada Highway, Saint-Laurent, province of Quebec, H4S 1Z1

and

MEDTRONIC PLC, legal person duly constituted, having its principal place of business at 20, Lower Hatch Street, Dublin, Ireland, 2

and

COVIDIEN CANADA ULC, legal person duly constituted, having its principal place of business at 3967, 112th avenue S.E., Calgary, Alberta, T2C 0J4 and a place of business at 8455, Trans-Canada Highway, Saint-

Laurent, province of Quebec, H4S 1Z1

and

SOFRADIUM PRODUCTION, legal person duly constituted, having its principal place of business at 116, Avenue du Formans, Trevoux, France, 01600

Defendants

APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND TO APPOINT THE STATUS OF REPRESENTATIVES PLAINTIFFS
(Articles 571 C.C.P. and following)

TO ONE OF THE HONOURABLE JUSTICES OF THE QUEBEC SUPERIOR COURT, SITTING IN AND FOR THE DISTRICT OF MONTREAL, THE APPLICANTS STATE AS FOLLOWS :

I. GENERAL PRESENTATION

A. THE CLASS ACTION

1. The Applicants wish to institute a class action on behalf of the following Class, of which they are Members (the "Class Members") :

> "All residents of Quebec who were implanted with Parietex and/or ProGrip Products, all of which were manufactured, marketed and/or sold in whole or in part by the Defendants and who suffered damages as a result of the implantation of these mesh products;
>
> and
>
> All individuals residing in Quebec, who suffered damages from the implantation of a Parietex and/or ProGrip Products, to one of the persons concerned in the preceding paragraph; notably, their spouse, father, mother and other ascendants, their children, their legal mandataries, their close relatives, other relatives and/or their estate;
>
> or such other Class definition as may be approved by the Court."

2. This action involves Parietex and/or ProGrip Products (hereinafter « Parietex and/or ProGrip Products »);

3. Parietex and/or ProGrip Products are surgical meshes that are intended to repair abdominal hernias;

4. This action arises out of the Defendants' unlawful, negligent, inadequate, improper, unfair, and deceptive practices and misrepresentations related to their design, development, testing, research, manufacture, licensing, labelling, warning, marketing, distribution, and sale of their Parietex and/or ProGrip Products;

5. The Defendants misrepresented that their Parietex and/or ProGrip Products are safe and effective, when in fact these devices cause serious injuries and complications, as more fully described below;

6. The Injuries and complications suffered due to the Defendants' Parietex and/or ProGrip Products include but are not limited to hernia recurrence, chronic pain, mesh contraction, mesh migration, scarring, adhesions, infection, abscess formation, bleeding, intestinal blockage, fistulas, hematomas, seromas, perforations, allergic reactions, rashes, and the need for further surgeries;

7. The Applicants therefore accuse the Defendants for having allegedly designed, researched, tested, developed, manufactured, prepared, processed, inspected, packaged, labelled, sold, promoted, distributed and/or marketed the Parietex and/or ProGrip Products, that the surgical mesh contained high risks of injury and complications for those who were implanted with Parietex and/or ProGrip Products, without duly warning them against the risks and dangers involved;

8. Due to the grievances and omissions of the Defendants, the Applicants and the Members of the proposed Class suffered damages for which they wish to claim compensation;

B. THE DEFENDANTS

9. The Defendant Medtronic PLC is one of the world leaders in the field of medical technology and is based in Dublin, Ireland;

10. The Defendant, Medtronic Canada is a Canadian Corporation, having its head office in Brampton, Ontario, with a place of business in Quebec;

11. The Defendant Covidien Canada ULC is an Alberta based company, having its head office in Calgary, Alberta, with a place of business in Quebec;

12. In January 2015, the Defendant Medtronic PLC acquired the Defendant Covidien PLC;

13. Covidien products, including Parietex and/or ProGrip Products, are marketed, distributed and sold by the Medtronic Defendants;

14. The Defendant Sofradium Production is a wholly-owned subsidiary of Medtronic PLC;

15. Sofradium Production own the necessary medical legal device to market and sell Parietex and/or ProGrip Products in Canada;

16. Medtronic PLC, Medtronic Canada, Covidien Canada ULC and Sofradium Production shall hereinafter be collectively referred to as the "**Defendants**";

17. At all material times, the Defendants were engaged in the business of designing, manufacturing, developing, preparing, transforming, inspecting, researching, evaluating the conduct of clinical studies, the preparation of regulatory applications, the maintenance of regulatory records, the labelling and promotional activities/and or the sale of Parietex and/or ProGrip Products in Canada, either directly or through an agent, subsidiary, representative or affiliate;

18. In view of the close relationship between the Defendants and the foregoing, each of the Defendants is jointly and severally liable for the acts and omissions of the others;

C) THE DEFENDANTS' PARIETEX AND/OR PROGRIP PRODUCTS

19. Parietex and/or ProGrip Products are implantable flat surgical mesh designed for abdominal wall hernia repair;

20. A hernia occurs when an organ pushes through an opening in the muscle or tissue that holds it in place;

21. Hernias are most common in the abdomen (ventral hernias), but they can also appear in the upper thigh (femoral hernias), belly button (umbilical hernias), and groin areas (inguinal hernias);

22. The use of a mesh in reconstruction of abdominal wall hernias is viewed by the medical community as the standard of care for hernia repair;

23. Mesh acts as "scaffolding" for new growth of a patient's own tissue and allows tissue retention of the body together;

24. Hernias can be surgically repaired using the conventional open method, which involves an incision to access the hernia or using the less invasive laparoscopic method;

25. The Defendants' Parietex and/or ProGrip Products are intended to treat hernias and are indicated for both open and laparoscopic hernia repairs;

Parietex Products

26. Parietex Products are created from a macroporous polyester material, specifically polyethylene terephthalate, as opposed to an alternative non-absorbable polymer;

27. The Defendants set themselves apart from other hernia mesh manufacturers in the market by constructing their Parietex Products from polyester;

28. Parietex mesh entered the Canadian market in 2006.

29. The Defendants subsequently introduced two other Parietex Products in the market, including one last product in 2012, mainly since the previous models were likely to tear;

30. No human trials were conducted with the Parietex mesh before it was sold;

ProGrip Products

31. ProGrip Products are also created from a polyester material;

32. ProGrip Products differ from the Parietex mesh because they are equipped with velcro-like polylactic acid micro-hooks;

33. The micro-hooks adhere to the surrounding tissue to achieve a suture-less repair;

34. Also, with ProGrip mesh, no fixing device or glue is required because the mesh is intended to remain in place;

35. The polylactic acid micro-hooks absorb approximately 18 months after implantation;

36. In 2014, ProGrip Products entered the Canadian market;

37. The Defendants specifically market that their ProGrip Products result in "less pain" and "increase the security" of hernia repairs;

D) THE CAUSES OF ACTION – PRODUCT LIABILITY

1. OBLIGATIONS OF QUALITY AND SECURITY OF THE PRODUCT AND THE RISKS ASSOCIATED WITH PARIETEX AND/OR PROGRIP PRODUCTS

Parietex Products

38. The failure of Defendants' Parietex Products is attributable, in part, to the fact that all of the Defendants' Parietex Products suffer from a common design defect, the use of polyester material;

39. Additionally, because the Parietex Products are designed with unsealed edges, the exposed individual polyester fibres frequently fray and unravel, weakening the integrity of the mesh;

40. Several studies have also shown that when the polyester is implanted in the body, a response is systemically triggered by the body, that treats the polyester as a foreign body;

41. In a study entitled *"Comparative Analysis of Histopathologic effects of Synthetic Meshes Based on Material, Weight, and Pore Size in Mice"*, researchers concluded that "of the five synthetic meshes implanted, the polyester-based mesh was the greatest inducer of inflammation and appeared to impose a severe chronic foreign body reaction." The researchers further noted that "material biocompatibility remains one of the most important determinants of mesh performance" and that polyester mesh was least biocompatible resulting in a "local hostile environment", the whole as it appears from a copy of this study, produced herein as **Exhibit P-1**;

42. In another study entitled *"Polymers in hernia repair- common polyester vs. polypropylene surgical meshes"*, researchers noted "a significant increase in the rate of local inflammation" with the Parietex mesh. Further, Parietex mesh "developed the most extended stiffness of all tested materials, starting already 14 days after implantation", the whole as it appears from a copy of this study, produced herein as **Exhibit P-2**;

43. In the same study, researchers observed fragmentation and degradation of the mesh after only 90 days, in addition to discovering that it increased the risk of recurrence of the hernia;

44. In a study entitled "*Shrinkage of intraperitoneal onlay mesh in sheep: coated polyester mesh versus covered polypropylene mesh*", researchers noted that the polyester-based mesh shrunk by 41% three months after implantation because of the severe inflammatory response, the whole as it appears from a copy of this study, produced herein as **Exhibit P-3**;

ProGrip Products

45. The failure of Defendants' ProGrip Products is attributable, in part, to the fact that all of the Defendants' ProGrip Products suffer from a common design defect, the use of polylactic acid micro-hooks;

46. Researchers have concluded that "the omission of mesh fixation with sutures and using the self-gripping ProGrip mesh did not reduce acute or chronic pain after operation";

47. Researchers have also observed a higher hernia recurrence rate associated with ProGrip Products;

48. Because ProGrip Products are attached to the patient at thousands of different points, progressively, the permanent mesh begins to shrink and contract, and the mesh pulls on all of the tissue and the nerves that it's attached to, so the micro-grips themselves cause or contribute to patients developing significant pain and discomfort;

49. The Defendants' Parietex and/or ProGrip Products are inherently dangerous and defective, unfit and unsafe for their intended and reasonably foreseeable uses, and do not meet or perform to the expectations of patients and their health care providers;

50. The Defendants' Parietex and/or ProGrip Products create risks to the health and safety of the patients that are far more significant than the risks posed by other products and procedures available to treat the corresponding medical conditions, and which far outweigh the utility of their Parietex and/or ProGrip Products;

2. OBLIGATION OF INFORMATION AND THE RISKS ASSOCIATED WITH PARIETEX AND/OR PROGRIP PRODUCTS

51. The Defendants, through their servants, agents and attorneys, failed to adequately warn physicians and consumers, including the Applicants and putative Class Members, of the risk of injuries and complications caused by their Parietex and/or ProGrip Products;

52. The Defendants did not provide adequate safety data to Health Canada with respect to their Parietex and/or ProGrip Products;

53. The Defendants knew or ought to have known that their Parietex and/or ProGrip Products were defective, unsafe and were not properly manufactured to withstand normal and predictable use;

54. The Defendants, through their servants and agents, negligently, recklessly and carelessly marketed, distributed and/or sold their Parietex and/or ProGrip Products without adequate warnings of the products' serious side effects and unreasonably dangerous risks associated with them;

E) FAULT

55. In any event, and without limiting the foregoing, the Defendants' conduct constitutes a misconduct liable under the *Civil Code of Québec* and the *Consumer Protection Act*;

F) CAUSATION

56. The damages suffered by the Applicants and the Class Members are a direct and immediate consequence of the negligence of the Defendants, because they failed to ensure that their Parietex and/or ProGrip Products were safe for use for which they

were intended and to provide adequate warnings of the risks associated with the use thereof;

57. The extent of the risk incurred was not known and could not be known by the Applicants and the Members of the Class;

58. The Applicants' injuries would not have occurred if the Defendants hadn't failed to ensure that their Parietex and/or ProGrip Products were safe for use or, in the alternative, hadn't failed to provide an adequate warning of the risks associated with using their Parietex and/or ProGrip Products to the Applicants, to Class Members and to their physicians;

G) DAMAGES

59. The injuries and damages sustained by the Applicants and Class Members were caused by the negligence of the Defendants, their agents and servants;

60. As a result of the Defendants' negligence, the Applicants and Class Members have suffered and continue to experience serious personal injuries and suffering;

61. As a result of errors committed by the Defendants, the Applicants and Class Members have suffered and continue to suffer monetary losses and non-pecuniary losses, whose nature and amount will be determined by the Court;

62. The Applicants and Class Members also ask for punitive damages, given the illegal and reckless conduct of the Defendants;

II. FACTS GIVING RISE TO THE APPLICANTS CLAIM

The Applicant Stephen Dennis

63. The Applicant, Stephen Dennis, is an individual residing in Verdun, in the province of Quebec;

64. On October 4th, 2011, the Applicant underwent a ventral hernia repair using the Defendants' Parietex mesh;

65. The Applicant did not suffer any surgical complications during implantation of the Parietex mesh;

66. A few months after his surgery, the Applicant began to experience pain at his surgical site, abdominal discomfort, and difficult bowel movements;

67. During the following year, the pain intensified and the Applicant began to see "bulging" on his abdomen;

68. At one point, the Applicant's pain became so unbearable that he attended the

emergency room for treatment;

69. During his course in the hospital, the Applicant was advised that the bulging on his abdomen may indicate that his hernia has recurred;

70. The Applicant is very concerned that he may need to undergo a second hernia surgery to relieve his complications;

71. The Applicant continues to experience abdominal pain and discomfort on a daily basis;

72. The Applicant, prior to being implanted with the Parietex Product, received no warning as to the extent of the risks of developing injuries and complications, resulting from the implantation of the Parietex Product;

73. Had the Applicant been aware of the extent of the risks of developing injuries and complications, he would never have agreed to be implanted with the Defendants' Parietex Product;

74. As a consequence of the foregoing, the Applicant is entitled to claim compensation for physical, moral, material and punitive damages, for the damages he has suffered and continues to suffer;

The Applicant Josee Lamontagne

75. The Applicant, Josee Lamontagne, is an individual residing in Verdun, in the province of Quebec;

76. She is the spouse of the Applicant Stephen Dennis;

77. All the damages suffered by her husband have had an adverse effect on their married life and had a significantly impact on their quality of life;

78. In addition, her husband's health problems caused her significant emotional stress and major inconvenience;

79. As a consequence of the foregoing, the Applicant is entitled to claim compensation for moral, material and punitive damages she has suffered and continues to suffer;

III. FACTS GIVING RISE TO THE PERSONAL CLAIM OF EACH MEMBER OF THE CLASS

80. Each Member of the Class has been implanted with the Defendants' Parietex and/or ProGrip Products or is a close relative of the Class, having undergone such implantation;

81. None of the Members of the Class has been notified sufficiently and in a timely

manner by the Defendants, that the use of their Parietex and/or ProGrip Products included serious risk of injury and complications, as described above;

82. Each Member of the Class shall be entitled to make a claim for damages for bodily, moral and material injuries suffered, as a result of the implantation of the Defendants' Parietex and/or ProGrip Products, as well as for punitive damages, if applicable;

IV. CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

83. The composition of the Class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings, with respect to provision 575 (3) of the *Code of civil procedure*, for the following reasons :

- The Applicants are unaware of how may persons throughout Quebec were implanted with the Parietex and/or ProGrip Products;
- It is estimated that the number of people who can make up the Class are several hundred individuals;
- The Applicants do not know and cannot know the identity of the persons who have been implanted with Parietex and/or ProGrip Products, especially since medical and pharmaceutical files are confidential;
- The names and addresses of the persons composing the Class are unknown to the Applicants;
- It is difficult, if not impossible, to find each and every one of those involved in this action and to contact each member to obtain mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings;

84. The questions of fact and law raised by this action which are identical, similar or related and which relate to each Member of the Class to the Defendants and which the Applicants seek to resolve by this class action are :

- Does the implantation of the Parietex and/or ProGrip Products cause severe injury or complications, or does it increase the risk?
- Have the Defendants failed to comply with the following obligations, in particular under the *Consumer Protection Act* and the *Civil Code of Québec* :

- The obligation of quality and security in that the implantation of the Defendants' Parietex and/or ProGrip Products increase the risks of suffering severe injuries and complications?

- The obligation to inform Class Members enough, adequately and in a timely manner, about the risks associated with their Parietex and/or ProGrip Products and the absence of an antidote to counter the effects?

- Did the Defendants otherwise engaged their civil liability?

- Are the Members of the Class entitled to claim a compensation for personal injury, moral and material damages, resulting from the implantation of the Defendants' Parietex and/or ProGrip Products?

- Are members entitled to claim punitive and/or exemplary damages, if any?

85. The interests of justice weigh in favor of this motion being granted in accordance with its conclusions;

v. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

86. The action that the Applicants wish to institute for the benefit of the Class Members is an action in damages based on product liability and from the professional seller;

87. The conclusions that the Applicants wish to introduce by way of an application to institute proceedings are :

GRANT the Applicants action against the Defendants;

GRANT the Applicants action on behalf of all the Members of the Class;

CONDEMN the Defendants jointly to pay to Class Members :

- An amount up to a maximum of $ 500,000 to compensate for bodily, moral and/or material injuries for all members who were implanted with the Defendants' Parietex and/or ProGrip Products;

- An amount up to a maximum of $ 100,000 for all members who have suffered damages to someone close; including their spouse, father, mother and their parents, their children, their legal representatives, other relatives and/or their estate, as a result of the implantation of the Defendants' Parietex and/or ProGrip Products;

- Punitive damages, in an amount of $ 20 000 000;

- All costs and expenses related to the distribution of money to Members of the Class;

or such other amount as the Court may deem appropriate;

ORDER the treatment of individual claims of each Class Member in accordance with Articles 599 to 601 C.C.P.;

THE WHOLE with the legal interest and the additional indemnity provided for in Article 1619 of the *Civil Code of Québec* and with the full costs including the expenses of expert appraisals and all the expenses of publication of the notices to the members;

88. The Applicants suggest that this class action be exercised before the Superior Court in the District of Montreal for the following reasons :

- The Applicants reside in Verdun, in the Judicial District of Montreal;
- The whole cause of action arose in the Judicial District of Montreal, because :
  - The Applicant Stephen Dennis was implanted with the Parietex mesh in Montreal;
  - The Applicants suffered damages in Verdun;
- Several Members of the Class reside in the Judicial District of Montreal or, more generally, in the Montreal call District.

89. The Applicants, who seek to obtain the status of representatives, are able to adequately represent the Members of the Class, for the following reasons :

- The Applicant Stephen Dennis was implanted with the Defendants' Parietex Product;
- The Applicant Josee Lamontagne is the spouse of the Applicant Stephen Dennis;
- The Applicants suffered damages following the implantation of the Defendants' Parietex and/or ProGrip Products;
- They understand the nature of the action;

- They contacted the undersigned lawyers and offered to act as Representatives in the context of the Class Action, in order to help people who are in a similar situation as they are; and

- They are available to dedicate the necessary time for an action and to collaborate with the Class Members.

90. The present motion is well-founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT :

GRANT the present motion;

AUTHORIZE the bringing of a class action in the form of a motion to institute proceedings in damages;

ASCRIBE the Applicants the status of representatives of the persons included in the Class herein described as:

> "All residents of Quebec who were implanted with Parietex and/or ProGrip Products, all of which were manufactured, marketed and/or sold in whole or in part by the Defendants and who suffered damages as a result of the implantation of these mesh products;
>
> and
>
> All individuals residing in Quebec, who suffered damages from the implantation of a Parietex and/or ProGrip Products, to one of the persons concerned in the preceding paragraph; notably, their spouse, father, mother and other ascendants, their children, their legal mandataries, their close relatives, other relatives and/or their estate;
>
> or such other Class definition as may be approved by the Court."

IDENTIFY the principle questions of fact and law to be treated collectively as the following :

- Does the implantation of the Parietex and/or ProGrip Products cause severe injury or complications, or does it increase the risk?

- Have the Defendants failed to comply with the following obligations, in particular under the *Consumer Protection Act* and the *Civil Code of Québec* :

  - The obligation of quality and security in that the implantation of the Defendants' Parietex and/or ProGrip Products increase the risks of suffering severe injuries and complications?

  - The obligation to inform Class Members enough, adequately and in a timely manner, about the risks associated with their Parietex and/or ProGrip Products and the absence of an antidote to counter the effects?

- Did the Defendants otherwise engaged their civil liability?

- Are the Members of the Class entitled to claim a compensation for personal injury, moral and material damages, resulting from the implantation of the Defendants' Parietex and/or ProGrip Products?

- Are members entitled to claim punitive and/or exemplary damages, if any?

IDENTIFY the conclusions sought by the class action to be instituted as being the following :

GRANT the Applicants action against the Defendants;

GRANT the Applicants action on behalf of all the Members of the Class;

CONDEMN the Defendants jointly to pay to the Class Members :

- An amount up to a maximum of $ 500,000 to compensate for bodily, moral and/or material injuries for all members who were implanted with the Defendants' Parietex and/or ProGrip Products;

- An amount up to a maximum of $ 100,000 for all members who have suffered damages to someone close; including their spouse, father, mother and their parents, their children, their legal representatives, other relatives and/or their estate, as a result of the implantation of the Defendants' Parietex and/or ProGrip Products;

- Punitive damages, in an amount of $ 20 000 000;

- All costs and expenses related to the distribution of money to Members of the Class;

or such other amount as the Court may deem appropriate;

ORDER the treatment of individual claims of each Class Member in accordance with Articles 599 to 601 C.C.P.;

THE WHOLE with the legal interest and the additional indemnity provided for in Article 1619 of the *Civil Code of Québec* and with the full costs including the expenses of expert appraisals and all the expenses of publication of the notices to the members;

DECLARE that all Class Members that have not requested their exclusion from the Class in the prescribed delay will be bound by any judgement to be rendered on the class action to be instituted;

FIX the delay of exclusion at 30 days from the date of the publication of the notice to the Class Members;

ORDER the publication of a notice to the Members of the Class in the newspapers Journal de Montréal and The Gazette, pursuant to section 591 C.C.P.

THE WHOLE with all legal costs.

Quebec, June 29, 2017

Siskinds Desmeules

SISKINDS, DESMEULES, AVOCATS
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SUMMONS
(Articles 145 and following C.c.p.)

Filing of a judicial application

Take notice that the Applicants have filed this Application for Authorization to Institute a Class Action and to Appoint the Status of Representatives Applicants in the office of the Superior Court in the Judicial District of Montreal.

Defendants' answer

You must answer the Application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1, Notre-Dame Est street, Montreal, Québec, H2Y 1B6, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Quebec, within 30 days. The answer must be notified to the Applicants lawyer or, if the Applicants are not represented, to the Applicants.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgement may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the case required by the Code, cooperate with the Applicants in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Quebec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating Application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the Applicants.

If the Application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as an Applicant under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the Applicant's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is files, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Exhibits supporting the application

In support of the Application for Authorization to Institute a Class Action and to Appoint the Status of Representatives Applicants, the Applicants intend to use the following exhibits :

EXHIBIT P-1: Copy of the study entitled *"Comparative Analysis of Histopathologic effects of Synthetic Meshes Based on Material, Weight, and Pore Size in Mice"*;

EXHIBIT P-2: Copy of the study entitled *"Polymers in hernia repair- common polyester vs. polypropylene surgical meshes"*;

EXHIBIT P-3: Copy of the study entitled "*Shrinkage of intraperitoneal onlay mesh in sheep: coated polyester mesh versus covered polypropylene mesh*".

These exhibits are available on request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of

the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

Quebec, June 29, 2017

Siskinds Desmeules

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C A N A D A

PROVINCE OF QUEBEC

DISTRICT OF MONTREAL

(CLASS ACTION)

SUPERIOR COURT

NO : 500-06-000869-178

STEPHEN DENNIS
and
JOSEE LAMONTAGNE
Plaintiffs

v.

MEDTRONIC CANADA
and
MEDTRONIC PLC
and
COVIDIEN CANADA ULC
and
SOFRADIUM PRODUCTION
Defendants

APPLICATION FOR AUTHORIZATION

BB-6852

Me Karim Diallo

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Our file : 67-199

Email : notification@siskindsdesmeules.com

SISKINDS, DESMEULES AVOCATS SENCRL

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