

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) Wednesday, THE 19 DAY
JUSTICE BELOBABA) OF July, 2017

BETWEEN :

COLIN MACKAY, STEVEN GROUND, HAROLD GROUND,
TIM REID and SABINE REID and
DARRELL ROCKWOOD and MARILYN ROCKWOOD

Plaintiffs

- and -

PURDUE PHARMA INC., PURDUE PHARMA L.P.,
PURDUE PHARMA, THE PURDUE FREDERICK COMPANY,
THE PURDUE FREDERICK COMPANY INC.,
PURDUE FREDERICK INC., and THE P.F. LABORATORIES
INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(Approval Order)**

THIS MOTION made by the Plaintiffs for an Order approving the Settlement Agreement dated March 8, 2017, was heard July 18, 2017 at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

ON READING the materials filed and on hearing the submissions of Class Counsel in this action (the "Ontario Proceeding") and counsel for the Defendants;



AND ON BEING ADVISED that the termination right provided at sections 7.1 and 10.9 of the Settlement Agreement was not triggered:

1. **THIS COURT DECLARES** that, except as otherwise stated, this Order incorporates and adopts the definitions set out in the Settlement Agreement, attached as **Schedule “A”**.
2. **THIS COURT DECLARES** that the Settlement Agreement is fair, reasonable, and in the best interests of the settlement class in this action (the “Ontario Class”).
3. **THIS COURT ORDERS** that the Settlement Agreement is approved pursuant to section 29 of the *Class Proceedings Act, 1992*, SO 1992, c 6.
4. **THIS COURT DECLARES** that approval of the Settlement Agreement is contingent upon Approval Orders being made by the Supreme Court of Nova Scotia, the Superior Court of Québec, and the Court of Queen’s Bench for Saskatchewan. If such Orders are not made, this Order will be null and void.
5. **THIS COURT DECLARES** that approval of the Settlement Agreement is contingent upon Dismissal Orders being made by the Supreme Court of British Columbia, the Court of Queen’s Bench of Alberta, the Supreme Court of Prince Edward Island, the Supreme Court of Newfoundland and Labrador, the Court of Queen’s Bench of New Brunswick, and the Court of Queen’s Bench for Saskatchewan. If such Orders are not made, this Order will be null and void.
6. **THIS COURT ORDERS** that all provisions of the Settlement Agreement (including its Recitals and Definitions) form part of this Order and are binding upon the Defendants

and Ontario Class Members who did not opt-out of this action in accordance with the Order of the Ontario Superior Court of Justice dated March 27, 2017 (the “Conditional Certification Order”), including those persons who are minors or mentally incapable.

7. **THIS COURT DECLARES** that the Settlement Agreement is not binding upon persons who validly opted out in accordance with the Conditional Certification Order.
8. **THIS COURT DECLARES** that compliance with requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, RRO 1990, Reg 194 is waived.
9. **THIS COURT ORDERS** that the release as provided for in section 16.2 of the Settlement Agreement is approved and will take effect upon the Effective Date.
10. **THIS COURT ORDERS** that the form and content of the Approval Notice substantially in the form attached as **Schedule “B”** is approved.
11. **THIS COURT ORDERS** that the Approval Notice be disseminated pursuant to the Notice Program as approved by way of the Conditional Certification Order.
12. **THIS COURT DECLARES** that the Claim Deadline will be the date 9 months after the date on which the Approval Notice is first published.
13. **THIS COURT ORDERS** that an honorarium of \$10,000 be paid to Tim Reid, an honorarium of \$10,000 be paid to Sabina Reid, and an honorarium of \$2,000 be paid to Laurie Jayne Newton, out of the Settlement Payment.
14. **THIS COURT DECLARES** that the Parties may, without further notice to the Ontario Class or further Order of the Court, amend, modify or expand the terms and provisions of

the Settlement Agreement by written agreement provided any such changes are consistent with this Order and do not limit the rights of Ontario Class Members under the Settlement Agreement.

15. **THIS COURT DECLARES** that in the event the Settlement Agreement is terminated in accordance with section 7.2, the Order will be null and void, *nunc pro tunc*.
16. **THIS COURT ORDERS** that the Settlement Agreement is amended to delete the "Payment Guidelines" provisions of Schedule "A" (the "Claims Administration Protocol") to Exhibit "B" of the Settlement Agreement;
17. **THIS COURT ORDERS** that the Settlement Agreement be otherwise implemented in accordance with its terms.



The Honourable Justice Belobaba

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JUL 20 2017

PER / PAR:

