Sixth Report of KSV Restructuring Inc. as Information Officer of Paladin Labs Canadian Holding Inc. and Paladin Labs Inc.

April 11, 2024

Contents Page

Appendices

Appendix ..... Tab

COURT FILE NO.: CV-22-00685631-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF PALADIN LABS CANADIAN HOLDING INC. AND PALADIN LABS INC.

APPLICATION OF PALADIN LABS INC. UNDER SECTION 46 OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

SIXTH REPORT OF KSV RESTRUCTURING INC. AS INFORMATION OFFICER

April 11, 2024

1.0 Introduction

1. On August 16, 2022 (the "Petition Date"), Endo International plc. ("Endo Parent") and certain of its affiliates (collectively, the "Debtors", and together with their non-debtor affiliates, "Endo" or the "Company"), including Paladin Labs Inc. ("Paladin") and Paladin Labs Canadian Holding Inc. ("Paladin Holding" and jointly with Paladin, the "Canadian Debtors"), commenced proceedings (the "Chapter 11 Proceedings") by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "US Court").

2. On August 17, 2022, the Debtors filed several first day motions in the Chapter 11 Proceedings (collectively, the "First Day Motions"). On August 18, 2022, the US Court granted multiple orders in respect of the First Day Motions (collectively, the "First Day Orders"), including, among others, the Foreign Representative Order,[1] which authorized Paladin to act as the foreign representative of the Debtors (the "Foreign Representative").

3. In its capacity as Foreign Representative, Paladin brought an application (the "Recognition Application") before the Ontario Superior Court of Justice (Commercial List) (this "Court") for recognition of the Chapter 11 Proceedings under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA" and the proceedings thereunder, the "Recognition Proceedings"). In connection with the Recognition Application, this Court granted the following orders:

[1] As defined in the First Supplemental Order (as defined below).

a) an Interim Order (Foreign Proceeding) dated August 17, 2022 (the "Interim Order"), among other things, granting a stay of proceedings in respect of the Canadian Debtors, the property and business of the Canadian Debtors, any subsidiary, affiliate or related party of Endo Parent or any Canadian Debtor that is a defendant in Canadian litigation proceedings or subject to any other proceedings in Canada (the "Canadian Litigation Defendants"), and the directors and officers of the Canadian Debtors and the Canadian Litigation Defendants;

b) an Initial Recognition Order (Foreign Main Proceeding) dated August 19, 2022 (the "Initial Recognition Order"), among other things:

   i) recognizing the Chapter 11 Proceedings as a "foreign main proceeding" and recognizing Paladin as the "foreign representative" in respect of the Chapter 11 Proceedings, as such terms are defined in section 45 of the CCAA; and

   ii) declaring that the Interim Order shall be of no further force or effect upon the effectiveness of the Initial Recognition Order and the First Supplemental Order (as defined below); and

c) a Supplemental Order (Foreign Main Proceeding) dated August 19, 2022 (the "First Supplemental Order"), *inter alia*:

   i) recognizing certain of the First Day Orders of the US Court;

   ii) granting a stay of proceedings in respect of the Canadian Debtors, the property and business of the Canadian Debtors, the Canadian Litigation Defendants, and the directors and officers of the Canadian Debtors and the Canadian Litigation Defendants; and

   iii) appointing KSV Restructuring Inc. ("KSV") as information officer in respect of the Recognition Proceedings (in such capacity, the "Information Officer").

4. On September 28, 2022, the US Court heard several second day motions filed by the Debtors in the Chapter 11 Proceedings and entered certain orders in respect of such motions (collectively, the "Second Day Orders"). Certain of the Second Day Orders, which are summarized in the Information Officer's First Report to Court dated October 10, 2022, and the Affidavit of Daniel Vas sworn October 7, 2022, were recognized and enforced by this Court pursuant to an order issued on October 13, 2022 (the "Second Supplemental Order").

5. On April 25, 2023, the Court granted an order (the "Fourth Supplemental Order") recognizing and enforcing the Bidding Procedures Order and the Bar Date Order (each as defined in the Fourth Supplemental Order).

6. On October 16, 2023, Jean-François Bourassa (the "Quebec Plaintiff"), the putative class plaintiff in an, at that time, uncertified class action instituted in the Quebec Superior Court on May 23, 2019, bearing Court File No. 50006-001004-197 (the "Quebec Class Action"), served a notice of motion for an order (the "Appointment Order"), among other things:

   a) appointing the Quebec Plaintiff to represent the interests of all Canadian victims who were harmed as a result of using Paladin's opioid drugs sold in Canada (collectively, the "Canadian Personal Injury Claimants") in the Recognition Proceedings and, as necessary, in the Chapter 11 Proceedings; and

   b) appointing Fishman Flanz Meland Paquin LLP ("Fishman") and Trudel Johnston & Lespérance as counsel to the Canadian Personal Injury Claimants in the Recognition Proceedings and, as necessary, in the Chapter 11 Proceedings.

7. The Quebec Plaintiff's motion for the proposed Appointment Order was heard on December 4, 2023, and opposed by the Foreign Representative and the Ad Hoc First Lien Group. The Quebec Plaintiff's motion was dismissed on December 6, 2023, with reasons to follow. The endorsement of the Honourable Chief Justice Morawetz dismissing the Quebec Plaintiff's motion was issued on January 17, 2024, and is attached as Appendix "A".

8. On January 12, 2024, the US Court entered an order (the "Disclosure Statement Order"), among other things:

   a) conditionally approving the *Disclosure Statement With Respect to the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* (the "Disclosure Statement");

   b) scheduling a combined hearing (the "Confirmation Hearing") for the final approval of the Disclosure Statement and confirmation of the *Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* (as may be amended from time to time, the "Plan");

   c) authorizing the Debtors to solicit votes on the Plan;

   d) approving (i) the manner and forms of notice of the Confirmation Hearing, (ii) the Plan solicitation materials and documents to be included in the solicitation packages (collectively, the "Solicitation Packages"), (iii) the form and manner of the publication notice of the Confirmation Hearing (the "Publication Notice"), (iv) the form and methods of distributing the Solicitation Packages, (v) the procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan and Disclosure Statement (the "Solicitation and Voting Procedures"), (vi) the forms of ballots and master ballots for voting on the Plan (collectively, the "Ballots"), (vii) the form and manner of notice to attorneys representing holders of certain claims, (viii) the form of notice to be sent to Contract Notice Parties describing the Plan Assumption and Assignment Procedures, and (ix) the form of notice to be sent to counterparties to Executory Contracts and Unexpired Leases that will be rejected under the Plan; and

e) establishing the dates and deadlines for confirmation of the Plan and final approval of the Disclosure Statement (the "Confirmation Timeline").

9. Pursuant to an order dated January 24, 2024, this Court issued an order and endorsement recognizing the Disclosure Statement Order.

10. Following the US Court's entry of the Disclosure Statement Order, the Debtors, with the assistance of Kroll Restructuring Administration LLC ("Kroll"), as the Debtors' claims and noticing agent, undertook the solicitation of votes on the Plan in accordance with the Solicitation and Voting Procedures and the Disclosure Statement Order.

11. On March 22, 2024, the US Court entered an order (the "Confirmation Order"), among other things:

a) approving the Disclosure Statement on a final basis;

b) confirming the Plan, the Plan Supplement, the PSA and the Plan Administrator Agreement (collectively with the Confirmation Order, the "Plan Documents");

c) authorizing and approving the Plan Transaction (as defined below), the PSA and all of the terms and conditions thereof and the transactions contemplated thereby;

d) approving the terms of each of the Plan Settlements (as defined below);

e) approving the Plan Administrator Agreement and authorizing the Debtors' entrance into such agreement;

f) authorizing Patrick J. Bartels of Redan Advisors LLC, in his capacity as the plan administrator (in such capacity, the "Plan Administrator"), to take all actions consistent with the Confirmation Order, the Plan, and the other Plan Documents as may be necessary or appropriate to effect any transaction described in or necessary to effectuate the wind-down, dissolution or liquidation of the Remaining Debtors (as defined below);

g) approving and authorizing the releases, discharges, exculpations and related provisions under the Plan;

h) authorizing the Debtors and the Post-Emergence Entities to enter into the Exit Financing Documents and to consummate the Exit Financing contemplated thereunder; and

i) overruling all objections raised or that could have been raised in respect of confirmation of the Plan and approval of the Disclosure Statement, including objections from certain equity holders and the objection raised by the Quebec Plaintiff, which objection is discussed in this report (this "Report").

12. A copy of the Confirmation Order is attached as Exhibit "A" to the fifth affidavit of Daniel Vas sworn April 5, 2024 (the "Fifth Vas Affidavit").

13. The Foreign Representative now seeks an order under Section 49 of the CCAA (the "Plan Recognition Order"), among other things:

    a) recognizing and enforcing the Confirmation Order, the Plan, the Plan Supplement, the PSA and the Plan Administrator Agreement in Canada;

    b) authorizing the Canadian Debtors and the Plan Administrator to take all steps and actions, and to do all things, necessary or appropriate to implement the Plan, the Plan Supplement and the PSA;

    c) discharging and dismissing all actions and proceedings in any court or tribunal in Canada in which a Canadian Debtor or any other Debtor is a defendant (collectively, the "Canadian Litigation") as against the Debtors and any other Debtor that is a defendant in the Canadian Litigation effective as of the date on which the Plan becomes effective (the "Effective Date");

    d) granting certain protections in favour of non-settling defendants in the Canadian Provinces Class Action and the Canadian Provinces McKinsey Action;

    e) approving the fourth report of the Information Officer dated November 29, 2023 (the "Fourth Report"), the fifth report of the Information Officer dated January 22, 2024 (the "Fifth Report"), this Report and the activities of the Information Officer referred to therein and herein; and

    f) approving the fees and disbursements of the Information Officer and its counsel set out in this Report and the Fee Affidavits.

14. This Report has been prepared and will be filed with this Court by KSV in its capacity as the Information Officer.

1.1 Purposes of this Report

1. The purposes of this Report are to:

    a) provide an update with respect to the Chapter 11 Proceedings;

    b) summarize the Debtors' Solicitation and Voting Procedures in respect of the Plan;

    c) summarize the key terms of the Plan, the PSA, the Plan Transaction and the Plan Settlements;

    d) provide a summary of the activities of the Information Officer since the date of the Fifth Report; and

    e) recommend that this Court grant the proposed Plan Confirmation Order.

1.2 Currency

1. All currency references in this Report are to U.S. dollars, unless otherwise stated.

1.3 Defined Terms

1. Capitalized terms not otherwise defined in this Report have the meanings given to them in the Fourth Report, the Fifth Report, the Fifth Vas Affidavit, the Plan or the PSA, as applicable. Copies of the Fourth Report and the Fifth Report (without appendices) are attached as Appendices "B" and "C", respectively. Copies of the Plan and the form of PSA are attached to the Fifth Vas Affidavit as Exhibits "B" and "J", respectively.

1.4 Restrictions

1. In preparing this Report, the Information Officer has relied upon unaudited financial information prepared by the Debtors' representatives, the Debtors' books and records and discussions with the Canadian Debtors' counsel.

2. The Information Officer has not performed an audit or other verification of such information. An examination of the Debtors' financial forecasts as outlined in the *Chartered Professional Accountants of Canada Handbook* has not been performed. Future oriented financial information relied upon in this Report is based on the Debtors' assumptions regarding future events; actual results achieved may vary from this information and these variations may be material.

3. The Information Officer expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in this Report or relied upon by the Information Officer in its preparation of this Report.

2.0 Background

1. The Canadian Debtors are part of a global specialty pharmaceutical group that produces and sells both generic and branded products. As at the Petition Date, Endo Parent was an Irish publicly-traded company headquartered in Dublin, Ireland.

2. While Endo's global headquarters are in Ireland, the majority of its business is conducted in the U.S. Indeed, in 2021, Endo earned approximately 97% of its total consolidated revenue from customers in the U.S. The Company's U.S. headquarters are located in Malvern, Pennsylvania and its primary U.S. manufacturing facility is located in Rochester, Michigan.

3. Paladin is Endo's Canadian operating company. Paladin sells specialty pharmaceutical products that it owns, licenses or distributes to a variety of customers, including wholesalers, hospitals, governmental entities and pharmacies. Paladin Holding is a holding company that owns all of the shares of Paladin.

4. Of the approximately 1,560 employees employed by the Debtors as of the Petition Date, 98 were employees of Paladin. None of Paladin's employees are unionized.

5. Endo's financial performance preceding the Petition Date had been negatively impacted by several factors, including a significant decline in revenues and increased generic competition relating to Vasostrict, Endo's single largest product by revenue in 2021, and the significant amount of opioid-related and other litigation facing the Company. In light of its financial performance and challenging circumstances, Endo's highly-leveraged capital structure – including approximately $8.15 billion in principal amount of secured and unsecured indebtedness, which is guaranteed by the Canadian Debtors – and related debt servicing costs became unsustainable.

6. Further information concerning the Debtors' background, corporate structure, prepetition capital structure and indebtedness, and the events preceding the Chapter 11 Proceedings was provided in the Affidavit of Daniel Vas sworn August 17, 2022 and the Declaration of Mark Bradley dated August 16, 2022 attached as Exhibit "E" thereto. Such information includes a description of the guarantees provided, and security interests granted, by the Canadian Debtors to secure Endo's obligations under a senior secured revolving credit facility, a senior secured term loan facility, three series of first lien notes, and one series of second lien notes.

7. All materials filed with this Court in these Recognition Proceedings are available on the Information Officer's website at: https://www.ksvadvisory.com/experience/case/endo. All materials filed in the Chapter 11 Proceedings are available on the following website (the "Docket") established by Kroll: https://restructuring.ra.kroll.com/endo/Home-Index.

3.0 Plan Solicitation, Notice and Voting Results

1. The Disclosure Statement Order, the Disclosure Statement and the Plan were preceded by the Bar Date Order and the Bidding Procedures Order. The Bar Date Order, the Bidding Procedures Order and the stalking horse sale process (the "Sale Process") and claims process (the "Claims Process") approved pursuant thereto were supported by certain of the Debtors' key stakeholders as a result of resolutions reached in the Mediation and reflected in the Resolution Stipulation and the Amended RSA. The Mediation, the Bar Date Order, the Sale Process, the Claims Process, the Bidding Procedures Order, and the resolutions memorialized in the Resolution Stipulation were discussed in detail in the Fourth Report and were described in the affidavit of Daniel Vas sworn January 18, 2024 ("the Fourth Vas Affidavit"). Such details are not repeated herein.

2. As of the date of the Fourth Report, and as described therein, the Mediation had facilitated resolutions among the Debtors, the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, the Non-RSA 1Ls, the Official Committee of Unsecured Creditors (the "UCC"), the Official Committee of Opioid Claimants (the "OCC", and together with the UCC, the "Committees"), the legal representative for future claimants appointed by the US Court (the "FCR"), His Majesty the King in Right of the Province of British Columbia ("HMKBC") and each of the other Canadian provinces and territories (collectively, the "Canadian Provinces"), the Multi-State Endo Executive Committee (the "Multi-State EC"), and certain public school districts in the United States (the "Public School Districts"). Additionally, the Debtors had reached a resolution with a group of distributors, manufacturers and pharmacies (the "DMPs") outside of the Mediation. Following the date of the Fourth Report, an agreement was

also reached with the U.S. Government regarding the key economic terms of a resolution of all U.S. Government claims against the Debtors, including tax claims, civil and criminal opioid investigations and non-opioid claims.

3. Given the broad consensus reached in the Mediation and the progress made to resolve certain objections that would otherwise have prevented the Debtors from implementing a plan of reorganization, the Debtors decided to pivot from pursuing a sale transaction to implementing a comprehensive restructuring through the Plan. Accordingly, on December 19, 2023, the Debtors filed the Plan and Disclosure Statement.

3.1 Plan Solicitation and Noticing

1. As referenced above, the Disclosure Statement Order, among other things, conditionally approved the Disclosure Statement, scheduled the Confirmation Hearing, authorized the Debtors to solicit votes on the Plan, established the Confirmation Timeline, and approved the Solicitation Packages, Solicitation and Voting Procedures, the Publication Notice and the Ballots.

2. The Confirmation Timeline was set out in its entirety within the Fourth Vas Affidavit, was summarized in the Fifth Report, and is not repeated herein.

3. Pursuant to the Disclosure Statement Order, the Debtors were required to submit the Publication Notice for publication in each of *The New York Times* (National Edition and International Edition), the *Wall Street Journal*, *The Times*, *The Globe and Mail* (National Canadian Edition), *The Financial Times* (UK Edition and International Edition), *The Irish Times*, and *The Irish Independent* by the Publication Deadline or as soon as reasonably practicable thereafter. Further, the Debtors were required to distribute the Solicitation Packages on or before the Solicitation Deadline.

4. The contents of each of the Solicitation Packages to be distributed to holders of claims in the Voting Classes and Non-Voting Classes (each as defined below) were prescribed within the Disclosure Statement Order. In each case, they included, among other things, instructions for accessing a copy of the Disclosure Statement Order, the Disclosure Statement, the Scheme Circular and the Combined Hearing Notice. Instructions for accessing the Solicitation and Voting Procedures and copies of the letters recommending acceptance of the Plan from each of the Committees (together, the "Letters of Support") were also included within the Solicitation Packages to be distributed to holders of claims in the Voting Classes.

5. The Debtors, with the assistance of Kroll, carried out the solicitation of votes on the Plan in accordance with the Disclosure Statement Order, as described in the Orchowski Declaration attached as Exhibit "E" to the Fifth Vas Affidavit.

6. The Solicitation and Voting Procedures set out in the Disclosure Statement Order are in addition to the noticing undertaken by the Debtors previously in the Chapter 11 Proceedings, which is summarized below:

   a) the Information Officer published notices of the Chapter 11 Proceedings and the Canadian recognition proceedings in English in *The Globe and Mail (National Edition)* on August 25, 2022 and September 1, 2022 and in French in Le Devoir on August 29, 2022 and September 6, 2022;

   b) Kroll sent a notice of the Chapter 11 Proceedings to known suppliers, current and former employees and other notice parties following the commencement of the Chapter 11 Proceedings; and

   c) pursuant to the Bidding Procedures Order and the Bar Date Order (and as summarized in the Fourth Report and Fourth Vas Affidavit), Kroll carried out the Notice Plan and the Supplemental Notice Plan, which included delivering the Bar Date Notice, the Sale Notice and the OCC Bar Date Letter in both English and French to creditors and other notice parties of the Canadian Debtors.

7. The Notice Plan and the Supplemental Notice Plan are described in detail in the Fourth Report and the Finegan Declaration, and their implementation are described in the Second Finegan Declaration. The Notice Plan represented a comprehensive noticing to known and unknown claimants and parties in interest of the Sale and Bar Dates and were specifically designed to target potential holders of claims relating to the Debtors' sale and marketing of opioids. The Supplemental Notice Plan included a media notice plan designed to reach unknown claimants, which ultimately reached an estimated 90% of Canadian adults over 18 years of age with an average frequency of over 10 times. This included notices in English and French language magazines and newspapers, online display advertising, social media advertising and press releases. French language noticing in Canada was delivered through the Le Journal de Montreal newspaper, Reader's Digest magazine, online display advertising, social media platforms such as Youtube, Facebook and Instagram and press releases.

3.2 Plan Voting Results

1. The Plan and the Solicitation and Voting Procedures permitted holders of claims in 21 classes of creditors to vote to accept or reject the Plan (collectively, the "Voting Classes"). Holders of claims in 6 other classes of creditors under the Plan were deemed to accept or reject the Plan and were therefore not entitled to vote thereon (collectively, the "Non-Voting Classes"). Additional detail concerning the Voting Classes and the Non-Voting Classes, as well as the forms of Ballots approved pursuant to the Disclosure Statement Order and contemplated by the Solicitation and Voting Procedures was provided in the Fifth Report and is not repeated herein.

2. To be counted as votes to accept or reject the Plan, votes were required to be submitted on an appropriate Ballot and delivered so that they were actually received by the Solicitation Agent no later than February 22, 2024 at 4:00pm EST. All of the 21 Voting Classes voted to approve the Plan, including two classes (5 and 11) in which no votes were cast and acceptance of those classes was presumed pursuant to section 3.8 of the Plan. More than 95% of creditors by number and value in each class voted to approve the Plan. This includes approval of 98.67% in number and 98.66% in value of holders of personal injury opioid claims that voted on the Plan.

3. The results of the vote, by class, are summarized in the table below.

Class	Class Description	Number Accepting (%)	Amount Accepting (%)
3	First Lien Claims	100.00%	100.00%
4(A)	Second Lien Deficiency and Unsecured Notes Claims	100.00%	100.00%
4(B)	Other General Unsecured Claims	99.999%	99.91%
4(C)	Mesh Claims	99.65%	99.65%
4(D)	Ranitidine Claims	95.25%	95.25%
4(E)	Generics Price Fixing Claims	96.64%	96.64%
4(F)	Reverse Payment Claims	100.00%	100.00%
5	U.S. Government Claims	Deemed Accepted	Deemed Accepted
6(A)	State Opioid Claims	100.00%	100.00%
6(B)	Local government Opioid Claims	98.70%	98.68%
6(C)	Tribal Opioid Claims	95.83%	96.00%
7(A)	PI Opioid Claims	98.67%	98.66%
7(B)	NAS PI Claims	99.70%	99.74%
7(C)	Hospital Opioid Claims	100.00%	100.00%
7(D)	TPP Claims	99.999%	99.999%
7(E)	IERP II Claims	100.00%	100.00%
8	Public School District Claims	97.66%	97.55%
9	Canadian Provinces Claims	100.00%	100.00%
10	Settling Co-Defendant Claims	100.00%	100.00%
11	Other Opioid Claims	Deemed Accepted	Deemed Accepted
12	EFBD Claims	100.00%	100.00%

4.0 The Plan, Plan Transaction and Plan Administration

1. The following sections provide an overview of the Plan, the Plan Transaction, the administration of the Plan and certain matters related thereto. A review of these sections is not a substitute for reading the Plan or the PSA. Creditors and other interested parties are strongly encouraged to read the Plan and the PSA in their entirety.

4.1 The Plan

1. The Canadian Debtors are subject to the proposed Plan. The key elements of the Plan are discussed in the Disclosure Statement and described in the Fourth Vas Affidavit, the Fifth Vas Affidavit and the Fifth Report. A summary of the categorization and treatment of the 21 Voting Classes and the 6 Non-Voting Classes under the Plan, as excerpted from the Disclosure Statement, is attached as Appendix "D" for ease of reference.

2. The Plan, together with the PSA and the transactions contemplated thereby (collectively, the "Plan Transaction"), are intended to effectuate a comprehensive restructuring of the Debtors and reflect the numerous resolutions that the Debtors have reached with their key stakeholders in the Chapter 11 Proceedings and/or the Mediation, including the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, the Non-RSA 1Ls, the Committees, the FCR, the Canadian Provinces, the Multi-State EC, the Public School Districts, the DMPs and the U.S. Government. Pursuant to the Plan:

    a) the resolutions achieved in the Mediation between the Debtors and/or the Ad Hoc First Lien Group and various creditor groups will be effectuated (collectively, the "Plan Settlements"), result in distributions to creditors and implement certain releases and injunctions (as summarized below);

    b) substantially all of the business and assets of the Debtors, including the Canadian Debtors, will be sold and transferred, free and clear of all claims and encumbrances, other than assumed liabilities and permitted encumbrances, to purchaser entities formed by the Ad Hoc First Lien Group (the "Purchaser Entities") and the equity interests of certain other Debtors and non-Debtor affiliates will be sold and transferred to the applicable Purchaser Entities, in each case, pursuant to the PSA;

    c) the holders of First Lien Claims will receive 96.30% of the equity of the ultimate parent company of the Purchaser Entities (the "Purchaser Parent"), subject to certain dilution, that will directly or indirectly own the Purchaser Entities; and

    d) unsecured creditors will receive cash or other consideration as set forth in the Plan in full and final satisfaction of their claims, which cash consideration will be funded from the Debtors' cash on hand, the net proceeds of certain rights offerings and up to $2.5 billion of anticipated Exit Financing.

3. Certain exhibits to the Plan, including the form of Plan Administrator Agreement, the trust agreements related to the Plan Settlements and the form of PSA are included within the first Plan supplement filed on February 16, 2024, the second Plan supplement filed on March 7, 2024, the third Plan supplement filed on March 17, 2024 and the fourth Plan supplement filed on April 5, 2024.

4. The implementation of the Plan in respect of the Canadian Debtors is subject to this Court granting an order recognizing the Confirmation Order and the Plan.

4.2 The Plan Transaction

1. The PSA contemplates a going concern sale of Endo's business to the Purchaser Entities owned directly or indirectly by the Purchaser Parent (collectively, the "Buyers"). Pursuant to the PSA, the Buyers will, among other things:

    a) acquire the Transferred Assets, being all right, title and interest of the Endo Companies in their properties and assets of every kind and description, other than the Excluded Assets and properties and assets of the Specified Subsidiaries, which will be received indirectly by the Buyers as a result of their acquisition of the Transferred Equity Interests;

    b) acquire the Transferred Equity Interests (together with the Transferred Assets, the "PSA Assets"), being the shares or other equity interests in certain of the Debtors;

    c) assume, pay, perform or otherwise satisfy the Assumed Liabilities;

    d) offer employment to each individual who is employed by, or has an outstanding offer of employment from, the Endo Companies, for such position and with such responsibilities that are no less favourable than such individual's current position and responsibilities with the Endo Companies; and

    e) perform, discharge and fulfil their obligations as successor employer in accordance with Canadian Labor Laws with respect to Automatic Transfer Employees whose contracts of employment will automatically transfer to the Buyers under Canadian Labor Laws.

2. The Assumed Liabilities under the PSA include:

    a) all liabilities for Non-U.S. Sale Transaction Taxes;

    b) all liabilities of the Endo Companies under the Transferred Contracts and the Transferred Business Permits to be performed or that come due on or after the Closing Date, including any Cure Claims to the extent not paid at the Closing;

    c) all liabilities arising under any collective bargaining laws, agreements or arrangements in relation to Transferred Employees;

    d) all liabilities with respect to any Assumed Plan (excluding workers' compensation claims for injuries occurring prior to the Closing), any liabilities with respect to Business Employees as a successor employer that arise under any Government-Sponsored Plans, and all liabilities with respect to Transferred Employees (excluding liability arising from any equity-based awards granted under the Equity Incentive Plans);

    e) all liabilities arising from any failure by the Buyers to comply with their obligations under applicable Canadian Labor Laws (including to continue the employment of any employees whose employment is required to be transferred under applicable Canadian Labor Laws as of the Closing Date);

f) all liabilities in connection with the employment or termination of employment of (i) any Automatic Transfer Employee who objects to the transfer of their employment to the Buyers, and (ii) any Offer Employee who refuses an offer of employment from the Buyers;

g) all liabilities arising out of, relating to or incurred in connection with the conduct or ownership of the Business or the Transferred Assets from and after the Closing Date;

h) all accrued trade and non-trade payables, open purchase orders, liabilities arising under drafts or checks outstanding at Closing, accrued royalties, and liabilities arising from rebates, returns, recalls, chargebacks, coupons, discounts, failure to supply claims and similar obligations, in each case to the extent incurred in the Ordinary Course of Business and not otherwise relating to any Excluded Asset (and excluding pre-petition liabilities related to an Excluded Contract or unrelated to an Assumed Plan or an ongoing business relationship);

i) all liabilities related to the funding of an orderly wind down process during the Wind-Down Period, including liabilities for Administrative Expense Claims, Priority Non-Tax Claims, and Priority Tax Claims; and

j) subject to Section 4.24 of the Plan, intercompany liabilities owed to the Debtors listed in the Disclosure Letter, the assumption of which is considered beneficial to the Buyers.

3. With respect to the Canadian Debtors, the PSA provides, among other things, that:

a) Paladin is a "Canada Seller" for the purposes of the PSA;

b) Paladin Pharma Inc. (the "Canada Buyer"), a Quebec corporation indirectly owned by Buyer Parent, will acquire all of the Canada Sellers' right, title and interest in and to the Transferred Assets;

c) Endo, Inc. (the "Buyer Parent") has the option to have an entity designated by Buyer Parent acquire the Equity Interests of Paladin Holdings at Closing (which is defined in the PSA as the "Canada Holdco Equity Option"). If Buyer Parent exercises the Canada Holdco Equity Option, Paladin Holdings will not be a Canada Seller for purposes of the PSA and the Transferred Equity Interests will include all Equity Interests in Paladin Holdings. However, the Information Officer has been advised by the Foreign Representative that the Buyer Parent does not intend to exercise the Canada Holdco Equity Option, and accordingly Paladin Holdings will be a "Canada Seller" for purposes of the PSA;

d) certain representations and warranties and covenants of the Canadian Debtors are subject to the Recognition Proceedings and any orders granted in the Recognition Proceedings; and

e) the consummation of the transactions contemplated by the PSA by the Canadian Debtors is conditional on, among other things:

i) obtaining the Competition Act Approval and the ICA Approval, in each case, if required;[2] and

ii) this Court having granted the Plan Recognition Order and such Plan Recognition Order having become a Final Order.

4. The aggregate consideration for the sale and delivery of the Transferred Equity Interests and the Transferred Assets to the Buyers under the PSA consists of the following:

a) 100% of the common stock of the Buyer Parent, subject to the Rights Offerings and any issuances of common stock under a management incentive plan (the "Stock Consideration");

b) the First Lien Subscription Rights and the GUC Subscription Rights;

c) the New Takeback Debt (if any);

d) the assumption of the Assumed Liabilities; and

e) cash in an amount sufficient to fund all payments required by the Sellers pursuant to the Chapter 11 Plan and indemnify the Sellers for the Non-U.S. Sale Transaction Taxes.

5. As set out in the PSA, the Stock Consideration, the First Lien Subscription Rights, the GUC Subscription Rights and the New Takeback Debt (if any) will be distributed as contemplated under the Plan.

4.3 Plan Settlements

1. As noted above, the Debtors reached resolutions with substantially all of their key creditor groups in connection with the Mediation and/or the Chapter 11 Proceedings. The Plan Settlements have been incorporated into the Plan. Pursuant to the Confirmation Order, the US Court found that the Plan Settlements are fair, equitable and in the best interests of the Debtors, their estates, creditors and all parties in interest, satisfy the standards for approval under the Bankruptcy Code and are integrated into and are non-severable from each other and the remaining terms of the Plan. As evidenced by the overwhelming vote in support of approval of the Plan, the Plan Settlements are strongly supported by the Debtors' key stakeholders.

2. A summary of the 18 trusts and sub-trusts contemplated by certain of the Plan Settlements and included in the Plan are summarized in the table below.

[2] The Competition Act Approval and the ICA Approval, which relate to approvals under the *Competition Act*, R.S.C. 1985, c. C-34 and the *Investment Canada Act*, R.S.C. 1985, c. 28 (1st Supp.), respectively, are not currently expected to be required in relation to the Plan Transaction.

Class #	Trust (or Sub-trust)	Beneficiaries[3]	Assets / Treatment	Incremental Distributions[4]
General Unsecured Creditor Trust and Distribution Sub-Trusts				
GUC Trust (*master trust*)		General unsecured creditors (other than those participating in GUC Trust sub-trusts)	• $60 million in cash ($10 million designated for trust/sub-trust operating expenses) • Up to 4.02% of Purchaser Equity (subject to dilution on account of the Management Incentive Plan) (distributed directly by the Debtors and not through the GUC Trust) • Certain estate claims and insurance proceeds • Rights to participate in rights offering	-
4(a)	Second Lien Deficiency Claims and Unsecured Notes Claims (*recover from GUC Trust*)	Holders of second lien and unsecured notes	• Up to $23.3 million in cash • Rights to participate in GUC rights offering • Pro rata share of up to 4.02% Purchaser Equity (subject to dilution on account of the Management Incentive Plan) • 93.09% litigation proceeds	4x distribution in exchange for releases
4(b)	Other General Unsecured Claims (*recover from GUC Trust*)	Holders of general unsecured claims (other than those channeled to the GUC Trust sub-trusts)	• Portion of $2 million cash reserve • Up to 1.80% litigation proceeds	4x distribution in exchange for releases
4(c)	Mesh Claims Trust (*sub-trust*)	Personal injury claimants asserting claims resulting from the use of transvaginal surgical mesh products	• Portion of $2 million cash from GUC Trust • Portion of 1.75% of litigation proceeds from GUC Trust • Portion of 50% of insurance proceeds allocable to mesh liability	4x distribution in exchange for releases
4(d)	Ranitidine Claims Trust (*sub-trust*)	Personal injury claimants alleging that ranitidine medications formed a carcinogen	• Portion of $200,000 cash from GUC Trust • Portion of 20% of insurance proceeds allocable to ranitidine liability	4x distribution in exchange for releases
4(e)	Generics Price Fixing Claims Trust (*sub-trust*)	Claimants asserting claims relating to alleged price fixing of generic products	• Portion of $16 million cash from GUC Trust	4x distribution in exchange for releases
4(f)	Reverse Payment Claims Trust (*sub-trust*)	Claimants alleging liability for compensation for delaying entry into, or refraining from entering, market (or similar theory of liability)	• Portion of $6.5 million cash from GUC Trust • Portion of 3.36% litigation proceeds from GUC Trust	4x distribution in exchange for releases
Public and Tribal Opioid Trusts				
6(a)	Public Opioid Trust	Certain states and territories of the United States	• Portion of up to $460,048,000 in cash over 10 years (*note*: such holders have informed the Debtors and Ad Hoc First Lien Group that they will exercise their right to receive a prepayment of ~$274 million in cash on the Effective Date)	N/A
6(b)	Local Government Claims (*recover through Public Opioid Trust*)	Political subdivisions of states and territories of the United States	• Eligible to receive distributions from applicable state in accordance with such state's opioid abatement programs	N/A

[3] In each case, subject to eligibility requirements contained in the applicable governing documents.

[4] Distribution amounts to claimants within certain classes will be based on whether the claimant agreed to provide releases.

Class #	Trust (or Sub-trust)	Beneficiaries	Assets / Treatment	Incremental Distributions
6(c)	Tribal Opioid Trust	U.S. Tribes	• Portion of up to $15 million in cash over 10 years (subject to full prepayment at 12% discount within 18 months of Effective Date)	N/A
Present Private Opioid Claims Trust and Sub-Trusts				
PPOC Trust (*master trust*)		Present private opioid claimants	• Up to $119.7 million in cash payable in three installments (*note*: as a result of the exercise of the prepayment option in connection with the Public Opioid Trust, PPOC trust will receive a prepayment of $89.7 million on the Effective Date)	-
7(a)	PI Trust (*sub-trust*)	Natural persons with injury resulting from exposure to opioids, opioid replacement or treatment medication	• 44.5% of distributions to PPOC Trust	4x distribution in exchange for releases
7(b)	NAS PI Trust (*sub-trust*)	Natural persons with qualified diagnosis resulting from intrauterine exposure to opioids, opioid replacement or treatment medication	• 7.2% of distributions to PPOC Trust	4x distribution in exchange for releases
7(c)	Hospital Trust (*sub-trust*)	Non-federal acute care hospitals and non-federal hospitals and districts required to provide or fund inpatient acute care	• 17.3% of distributions to PPOC Trust	4x distribution in exchange for releases
7(d)	TPP Trust (*sub-trust*)	Third-party payors (*e.g.*, health insurers, employer-sponsored health plans, union health and welfare funds and any third-party administrators)	• 28.8% of distributions to PPOC Trust	4x distribution in exchange for releases
7(e)	IERP Trust II (*sub-trust*)	Independent emergency room physicians	• 2.2% of distributions to PPOC Trust	4x distribution in exchange for releases
School District Trust				
8	Opioid School District Recovery Trust	U.S. public schools	• Between $1.5 - $3 million over a period of three years (subject to a prepayment right)	N/A
Canadian Provinces Trust (or other distribution mechanism)				
9	Canadian Provinces Trust (or other distribution mechanism)	Canadian Provinces and the Canadian federal government	• Applicable portion of up to $7.25 million in cash over 10 years (subject to a prepayment right) depending on number of releases	N/A
Future Claims Trust				
N/A	Future PI Trust	Individual future private opioid and mesh claimants whose first injury did not manifest until after their applicable bar date and individuals diagnosed with NAS born during a specified period of time	• Up to $11.385 million for individual future private opioid claimants • Up to $495,000 for individual future mesh claimants • Recoveries will not exceed distributions to similarly situated holders of applicable present opioid and mesh claimants	N/A

Class #	Trust (or Sub-trust)	Beneficiaries	Assets / Treatment	Incremental Distributions
Other Trusts (or other distribution mechanisms)				
11	Other Opioid Claims Trust (or other distribution mechanism)	Holders of any opioid claims that do not fall into one of the other classes	• Portion of up to $200,000 in cash	4x distribution in exchange for releases
12	EFBD Claims Trust (or other distribution mechanism)	Foreign claimants (excluding Canadian claimants) who filed claims after the general bar date but before their applicable extended bar date	• Portion of up to $200,000 in cash	4x distribution in exchange for releases

4.4 Plan Releases

1. If implemented, the Plan will release and discharge, as of the Effective Date, all claims, interests, and causes of action against the Debtors, their estates, and assets and properties, subject to certain exceptions, that are based on activity occurring prior to the Effective Date. Further, the Debtors, the Debtors' estates and the Post-Emergence Entities will release and discharge each Debtor Released Party from all Released Claims.

2. In addition to the foregoing releases, the Plan incorporates consensual third-party releases, the granting of which was at the election of each creditor. Principally, these releases include the following:

   a) the GUC Releases to be granted by the GUC Releasing Parties, encompassing the GUC Trust, its sub-trusts, and non-opioid unsecured creditors whose claims are channeled to these trusts; and

   b) the Non-GUC Releases to be granted by the Non-GUC Releasing Parties, including creditors and interest holders outside the GUC Releasing Parties, such as public and private opioid claimants.

3. Subject to certain exceptions, the beneficiaries of the GUC Releases and Non-GUC Releases include, among others, the Debtors, the Post-Emergence Entities, each Prepetition Secured Party, the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, the OCC, the UCC, the FCR, the Multi-State EC, and the Debtors' officers and directors. The beneficiaries of the GUC Releases and Non-GUC Releases do not include any of the Excluded Parties. Subject to certain exceptions, the Excluded Parties include the following:

   a) McKinsey & Company, Inc., McKinsey & Company, Inc. United States, and any applicable affiliates, subsidiaries, employees, or other related persons;

   b) Arnold & Porter Kaye Scholer LLP and any applicable affiliates, subsidiaries, partners, employees, or other related entities or persons;

   c) any of the Debtors' current or former third-party agents, partners, representatives, or consultants involved in the production, distribution, marketing, promotion, or sale of opioids and opioid products;

d) Practice Fusion Inc.;

e) Publicis Groupe S.A. and all its affiliates and subsidiaries, including but not limited to Publicis Health, LLC, Razorfish Health, Publicis Health Media, LLC, Publicis Touchpoint Solutions, Inc. and Verilogue, Inc.;

f) ZS Associates, Inc. and all of its affiliates and subsidiaries; and

g) solely with respect to Specified Opioid Claimant Releasing Parties, the Additional Opioid Excluded Parties.

4. Under the Plan, the Specified Opioid Claimant Releasing Parties (primarily comprising holders of Opioid Claims, including each Present Private Opioid Claimant, Canadian Province, Canadian First Nation and Canadian Municipality) do not release claims they may have against the Additional Opioid Excluded Parties. The Additional Opioid Excluded Parties consist of the Co-Defendants and any distributor, manufacturer or pharmacy engaged in the distribution, manufacturing or dispensing/sale of opioids or opioid products, including in Canada.

5. The releases, deeming provisions and opt in and opt out mechanics with respect to the GUC Releases and Non-GUC Releases were described in the Disclosure Statement, the Letters of Support, and the Fifth Report. Additionally, the Plan's release, exculpation and injunction provisions were attached as an exhibit to each of the Ballots and Notices of Non-Voting Status. A summary of such release mechanics, as excerpted from the Debtors' *Memorandum of Law (I) In Support of (A) Approval of Disclosure Statement on a Final Basis and (B) Confirmation of Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors and (II) Omnibus Reply to Objections Thereto*, is set out in the table below.

Classes	Release Mechanics			
	Accept	Reject	Abstain	Not Entitled to Vote
• Class 4(B) – Other General Unsecured Claims • Class 4(C) – Mesh Claims • Class 4(D) – Ranitidine Claims • Class 7(A) – PI Opioid Claims • Class 7(B) – NAS PI Claims • Class 7(E) – IERP II Claims • Class 11 – Other Opioid Claims	Deemed opt-in	Opt-in	Opt-in	Opt-in
• Class 1 - Priority Non-Tax Claims • Class 2 – Other Secured Claims • Class 3 – First Lien Claims • Class 4(A) – Second Lien Deficiency and Unsecured Debt Claims • Class 4(E) – Generics Price Fixing Claims • Class 4(F) – Reverse Payment Claims • Class 6(B) – Local Government Opioid Claims • Class 6(C) – Tribal Opioid Claims • Class 7(C) – Hospital Opioid Claims • Class 7(D) – TPP Claims • Class 8 – Public School District Claims • Class 9 – Canadian Governments Claims • Class 10 – Settling Co-Defendant Claims • Class 14 – Subordinated, Recharacterized, or Disallowed Claims • Class 15 – Existing Equity Interests	Deemed opt-in	Opt-out	Opt-out	Opt-out

6. Parties that did not file a proof of claim by the applicable bar date are not deemed to grant the GUC Releases or Non-GUC Releases under the Plan.

7. As reflected in the table set out in Section 4.3 of this Report, the Plan entitles holders of Trust Channeled Claims that granted the applicable third-party releases additional payment from the applicable trust in consideration for granting such releases.

8. The US Court has approved and authorized the releases, discharges, exculpations and related provisions under the Plan pursuant to the Confirmation Order.

4.5 Notable Anticipated Impacts to Canadian Stakeholders

1. The Plan Transaction is expected to result in the transfer of substantially all of the business and assets of the Canadian Debtors to the Canada Buyer, which will result in the continued operation of the Canadian Business on a going concern basis. Other key features of the Plan Transaction and the Plan, as they relate to the Canadian Debtors and Canadian creditors include the following:

    a) Employee Transition: All or substantially all of the employees of the Canadian Debtors are contemplated to be transferred to the Canada Buyer under and in accordance with the PSA and the Plan. Such employees will be provided with a position, responsibilities, wage or salary, and compensation and benefits, no less favorable than those in effect prior to the Effective Date, for at least one year following the Effective Date, or a longer period as required by applicable law;

    b) Transferred Contracts: Pursuant to the PSA, the Buyers will assume and pay all Cure Claims in connection with the assumption and assignment of the Transferred Contracts; and

    c) Unsecured Creditor Recoveries: Unsecured creditors holding Allowed Claims will be eligible to obtain recoveries in accordance with the terms of the Plan and the applicable Trust Documents. Subject to meeting the applicable eligibility requirements under the Plan and the applicable Trust Documents:

        i) Canadian claimants, including those whose contracts are not assumed, that hold Allowed Other General Unsecured Claims will be entitled to receive a pro rata distribution from the GUC Trust which is expected to receive US$2 million and 1.80% of any litigation proceeds received by the GUC Trust. All holders of such claims, Canadian or otherwise, will receive the same treatment under the Plan;

ii) Canadians with Allowed PI Opioid Claims (which comprises personal injury claimants, including the Quebec Plaintiff) will be entitled to a pro rata distribution from the PI Trust, which PI Trust is expected to receive approximately 44.5% of the US$119.7 million of PPOC Trust Consideration to be paid over two years (or, under a prepayment option, US$89.7 million if paid in full on the Effective Date of the Plan, which the Information Officer understands was exercised). All holders of such claims, Canadian or otherwise, will receive the same treatment under the Plan;

iii) the Canadian Provinces will be entitled to participate in the Canadian Provinces Trust, receiving their proportionate share of up to US$7.25 million paid over 10 years (or US$4.3 million if paid in full on the Effective Date of the Plan);

iv) Canadian First Nations and Canadian Municipalities with Allowed Other Opioid Claims will have their respective claims channeled to the Other Opioid Claims Trust, which will be funded with up to the maximum amount of US$200,000;[5] and

v) holders of Settling Co-Defendant Claims will receive the treatment set out in the DMP Stipulation.

4.6 Plan Administrator

1. Pursuant to the Plan, the Plan Administrator will be appointed to carry out the terms of the Plan on behalf of the Debtors that are not acquired by the Purchaser Entities (collectively, the "Remaining Debtors") and wind down, dissolve or liquidate the Remaining Debtors and any non-debtor affiliates.

2. The Plan Administrator's responsibilities are set out in the Plan Administrator Agreement to be entered into by the Remaining Debtors, the Plan Administrator and the Purchaser Entities in substantially the form attached as Exhibit "L" of the Fifth Vas Affidavit. Notably, the terms of the Plan Administrator Agreement include that:

   a) the Plan Administrator is to carry out the terms of the Plan on behalf of the Remaining Debtors;

   b) the Plan Administrator will be the sole equity holder of each Remaining Debtor (other than Endo Parent and subject to applicable law) and will act in the same fiduciary capacity as a board of directors or officers under various provisions of the Bankruptcy Code;

   c) the Plan Administrator may control the assets and affairs of the Remaining Debtors and make distributions to holders of Allowed Claims;

[5] The Information Officer understands that, pursuant to the Other Opioid Claims Trust Distribution Procedures and similar to other similarly situated claimants under the Plan, the Canadian Municipalities are not expected to receive any cash distributions from the Other Opioid Claims Trust. Rather, the Canadian Municipalities will retain all of their respective rights to receive distributions from applicable governmental programs in relation to opioid harms and abatement.

d) the Plan Administrator will be funded by the Purchaser Entities, subject to certain reversionary interests of the Purchaser Entities and the Purchaser Entities' interest in funds received by the Remaining Debtors from third parties; and

e) the Plan Administrator will report monthly to the Oversight Committee comprised of members selected by the Ad Hoc First Lien Group.

3. Pursuant to the Confirmation Order, the Plan Administrator Agreement was approved by the US Court and the Plan Administrator was authorized to, from and after the Effective Date, take all actions consistent with the Confirmation Order, the Plan, and the other Plan Documents as may be necessary or appropriate to effect any transaction described in or necessary to effectuate the wind-down, dissolution or liquidation of the Remaining Debtors.

4.7 Stakeholder and Committee Support for the Plan

1. As evidenced by the results of the vote, each of the Debtors' key creditor groups support the Plan. Moreover, the Committees, which were each appointed by the U.S. Trustee as independent fiduciaries to represent the interest of opioid claimants and non-opioid unsecured creditors, support the Plan as set out in the Letters of Support.

2. Advisors to each of the Committees filed declarations in support of the entry of the Confirmation Order and confirmation of the Plan. A copy of the OCC Declaration is attached Exhibit "S" to the Fifth Vas Affidavit and a copy of the *Declaration of Christopher J. Kearns in Support of Confirmation of the Plan of Reorganization* filed on behalf of the UCC on March 7, 2024 (the "UCC Declaration") is attached as Appendix "E".

3. Together, the OCC Declaration and the UCC Declaration indicate, among other things, that:

a) the OCC actively voiced its views, including certain objections, throughout the Chapter 11 Proceedings to maximize outcomes and advocate for all Opioid Claimants, including all Private Opioid Claimants (which are treated the same regardless of their location);

b) the OCC is of the view that the OCC Resolution provides a preferable outcome to pursuing estate causes of action and objecting to confirmation of the Plan, having regard to the strength of the OCC's potential challenges, the risks, costs and delay associated with such estate litigation and the potential recoveries available to Opioid Claimants;

c) the OCC is of the view that the allocations between the various Opioid Claimants contemplated under the Plan are fair and equitable;

d) the UCC Resolution was negotiated in good faith and at arm's length and represents a fair outcome for all non-opioid general unsecured creditors and good faith compromise of all claims and potential disputes among such creditors, the UCC, the Debtors and the Ad Hoc First Lien Group; and

e) the UCC is of the view that the allocation of the consideration provided for in the UCC Resolution among classes 4(A)-4(F) in the Plan is a fair, reasonable and appropriate resolution of inter-unsecured creditor disputes and exercise of the UCC's fiduciary duty.

4.8 The Quebec Plaintiff's Objection to the Plan

1. On February 22, 2024, the Quebec Plaintiff filed an objection to the confirmation of the Plan, a copy of which is attached as Exhibit "U" to the Fifth Vas Affidavit. Among other things, the Quebec Plaintiff asserted that:

   a) the Plan had not been proposed in good faith and that the Plan was based on a Claims Process that ignored the procedural and substantive rights of Quebec class action claimants who had been harmed by Paladin's opioid products;

   b) the noticing process employed by the Debtors violated Quebec's *Charter of the French Language*; and

   c) certain aspects of the laws of Quebec justified a separate class for the claims of personal injury claimants from Quebec.

2. Through its counsel, the Quebec Plaintiff made submissions at the Confirmation Hearing for the Confirmation Order. Ultimately, the US Court dismissed the Quebec Plaintiff's objections and made numerous findings in connection therewith that are summarized in the Fifth Vas Affidavit and not repeated herein.

3. Following the Confirmation Hearing, the Information Officer understands that the Quebec Superior Court issued a decision dated April 10, 2024 (the "April 10 Decision"), among other things, authorizing the Quebec Plaintiff to institute the Quebec Class Action. A copy of the April 10 Decision, which continues the suspension of the Quebec Plaintiff's Re-Amended Application Dated September 30, 2022 for Authorization to Institute a Class Action as against Paladin, is attached as Appendix "F".

4. On April 11, 2024, Fishman, as counsel to the Quebec Plaintiff, advised the Foreign Representative's and the Information Officer's counsel by email that the April 10 Decision had been issued and that the Quebec Plaintiff would not be objecting to the proposed Plan Recognition Order (the "April 11 Email"). A copy of the April 11 Email is attached as Appendix "G".

4.9 The DMPs' Reservation of Rights and the Bar Order

1. As referenced above, the DMPs are a group of wholesale distributors, manufacturers and retail pharmacies that are critical to the Debtors' operations. Many of the DMPs are Co-Defendants with the Debtors and other industry defendants in opioid-related litigation.

2. Certain of the DMPs are defendants in the Canadian Provinces Class Action commenced by HMKBC, as proposed class plaintiff on behalf of all Canadian Provinces, in the Supreme Court of British Columbia in 2018 against manufacturers and distributors of opioid products. Since initiating the Canadian Provinces Class Action, the Information Officer understands that HMKBC, as proposed class plaintiff, has also commenced the Canadian Provinces McKinsey Action against certain consultants in respect of consulting activities relating to opioid products.

3. On February 22, 2024, certain of the DMPs (collectively, the "Canadian DMPs") filed the Canadian DMP Reservation of Rights, a copy of which is attached as Exhibit "V" to the Fifth Vas Affidavit. The Canadian DMP Reservation of Rights was filed to preserve certain rights in favor of the Canadian DMPs in connection with the Recognition Proceedings, including such Canadian DMPs' rights to make submissions to this Court in support of this Court imposing terms and conditions in recognizing the Confirmation Order.

4. Based on the Canadian DMP Reservation of Rights, the DMP Stipulation (which is described in the Fourth Report), and the resolution reached by the Canadian Provinces, the proposed Plan Recognition Order includes a "bar order" (the "Bar Order"). The Bar Order is intended to prohibit any party to the Canadian Provinces Class Action or the Canadian Provinces McKinsey Action from making a claim against the Non-Settling Defendant(s) (as defined in the Plan Recognition Order) for damages or recovery in connection with the portion of liability, if any, attributed to the Debtors or their respective predecessors, affiliates, directors, representatives, advisors and other related parties.

5. The Information Officer understands that the Canadian Provinces have consented to the terms of the Bar Order strictly in the context of the Chapter 11 Proceedings and the Recognition Proceedings. The Information Officer understands that the Foreign Representative intends to seek an endorsement from this Court, in a form agreed to by the Canadian Provinces and the Canadian DMPs, memorializing that the granting of the Bar Order in the instant case does not impact the rights or positions of any party with respect to the appropriateness or terms of any bar order in any other pending or future proceeding.

4.10 Plan Implementation

1. Subject to the granting of the Plan Recognition Order and the satisfaction or waiver of certain other conditions precedent, the Debtors intend to implement the Plan as early as April 23, 2024. On the Effective Date the Canadian Debtors will become Remaining Debtors and the Plan Administrator will be authorized to effect the wind-down, dissolution or liquidation of the Remaining Debtors, including the transfer of certain regulatory authorizations to the Canada Buyer.

2. The Information Officer understands that, once the wind-down matters are completed, the Plan Administrator or the Foreign Representative will bring a motion to terminate the Recognition Proceedings and assign the Canadian Debtors into bankruptcy.

4.11 Recommendation

1. The Information Officer is of the view that the proposed Plan Recognition Order is reasonable and appropriate in the circumstances for the following reasons:

    a) having supervised the Chapter 11 Proceedings since August 2022, Judge Garrity made the following findings of fact and conclusions of law pursuant to the Confirmation Order: (i) the Disclosure Statement contains adequate information with respect to the Debtors, the Plan and the transactions contemplated therein; (ii) all parties in interest had the opportunity to appear and be heard at the Confirmation Hearing; (iii) the Plan is the result of extensive, good faith, arm's length negotiations among the Debtors, the Ad Hoc First Lien Group, the Committees, the FCR, the U.S. Government, the U.S. Trustee, the Multi-State EC, the Canadian Provinces, the Ad Hoc Cross-Holder Group and other parties in interest; (iv) the classification of claims and interests under the Plan is fair, reasonable and appropriate; and (v) the Plan Settlements are fair, equitable and in the best interests of the Debtors, their estates and their creditors;

    b) the granting of the proposed Plan Recognition Order would be consistent with the integrated nature of the Debtors' operations in the US and Canada and the principles of comity;

    c) as set out above, the Debtors have made extensive efforts to achieve resolutions with their stakeholders within the Chapter 11 Proceedings and the Mediation, including with two independent fiduciaries appointed to represent the interests of opioid claimants and non-opioid unsecured creditors. These efforts permitted the Debtors to propose and seek confirmation of the Plan, which as summarized above, was overwhelmingly (and nearly unanimously) supported by all 21 of the Voting Classes;

    d) the PSA and Plan Transaction represents the highest and best offer for the PSA Assets, as reflected in the Debtors' prior Sale Process;

    e) the Plan and the Plan Transaction will effectuate a going concern and comprehensive solution for the challenges facing the Debtors, including the Canadian Debtors, the benefit of which will accrue to Canadian stakeholders such as employees, vendors and customers;

    f) the Information Officer is of the view that the implementation of the Solicitation and Voting Procedures, in conjunction with the Notice Plan and the Supplemental Notice Plan, represents a comprehensive and sufficient effort to notify all of the Debtors' stakeholders, including Canadian stakeholders, of the Chapter 11 Proceedings and the Plan and to provide such stakeholders with an opportunity to vote to approve the Plan;

    g) notwithstanding the results of the Debtors' prior Sale Process, the Plan provides recoveries to a broad range of stakeholders, including Canadian unsecured creditors, through various trusts;

h) all holders of Allowed Other General Unsecured Claims and Allowed PI Opioid Claims, whether Canadian or otherwise, will receive the same treatment under the Plan;

i) the Information Officer is not aware of any objection having been filed in the Chapter 11 Proceedings by a Canadian stakeholder in respect of the Plan Recognition Order other than the objection of the Quebec Plaintiff, which was heard in the US Court and dismissed;

j) as noted above, the Quebec Plaintiff, through its counsel, has confirmed that it does not intend to object to the proposed Plan Recognition Order; and

k) in the Information Officer's view, the proposed Bar Order reflects a reasonable resolution to what is otherwise an inter-creditor issue that could, if not consensually addressed, result in additional cost and delay in the Recognition Proceedings to the detriment of the Debtors and their stakeholders.

5.0 Overview of the Information Officer's Activities

1. Since the date of the Fifth Report, the activities of the Information Officer have included, among other things:

   a) corresponding with the Canadian Debtors' counsel, and Bennett Jones LLP ("Bennett Jones"), the Information Officer's counsel, regarding various matters in the Chapter 11 Proceedings and these Recognition Proceedings;

   b) monitoring the Docket and attending hearings of the US Court in the Chapter 11 Proceedings via telephone to remain apprised of material updates therein;

   c) preparing for and attending the hearing on January 24, 2024 of the Foreign Representative's motion for the recognition of the Disclosure Statement Order and reviewing the endorsement in respect of same;

   d) reviewing the Plan, the Plan Supplement, the PSA and the Confirmation Order and ancillary documents filed in connection therewith;

   e) reviewing the Quebec Plaintiff's objection to the Confirmation Order filed in the Chapter 11 Proceedings;

   f) reviewing the Canadian DMP Reservation of Rights filed in the Chapter 11 Proceedings;

   g) corresponding with certain of the Canadian Debtors' creditors and their counsel;

   h) engaging in discussions with management to the Canadian Debtors and assisting the Canadian Debtors with certain creditor matters;

   i) reviewing the Foreign Representative's draft motion materials in respect of the proposed Plan Recognition Order; and

   j) preparing this Report.

6.0 Professional Fees

1. The fees of the Information Officer and Bennett Jones from April 1, 2023 to March 31, 2024 total $188,675.50 and $454,065.00, respectively, excluding disbursements and HST. Fee affidavits (together, the "Fee Affidavits") and accompanying invoices for the Information Officer and Bennett Jones are attached as Appendices "H" and "I", respectively.

2. The activities of the Information Officer are detailed in the Fourth Report, Fifth Report and this Report.

3. The average hourly rate for the Information Officer and Bennett Jones for the referenced billing period was $471.01 and $711.37, respectively.

4. The Information Officer is of the view that Bennett Jones' hourly rates are consistent with the rates charged by other law firms practicing in the area of restructuring and insolvency in the Toronto market, and that its fees are reasonable and appropriate in the circumstances.

7.0 Conclusion and Recommendation

1. Based on the foregoing, the Information Officer recommends that this Court grant the relief being sought by the Foreign Representative pursuant to the proposed Plan Recognition Order.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

KSV RESTRUCTURING INC. AS
INFORMATION OFFICER OF PALADIN LABS CANADIAN HOLDING INC.
AND PALADIN LABS INC.,
AND NOT IN ITS PERSONAL CAPACITY

Appendix “A”

CITATION: Paladin Labs Canadian Holding Inc., 2024 ONSC 219
COURT FILE NO.: 22-00685631-00CL
DATE: 2024-01-17

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C 36, AS AMENDED

AND IN THE MATTER OF PALADIN LABS CANADIAN HOLDING INC. AND PALADIN LABS INC.

APPLICATION OF PALADIN LABS INC. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

BEFORE: Chief Justice Geoffrey B. Morawetz

COUNSEL: *Robert J. Chadwick, Bradley Wiffen and Erik Axell,* for Paladin Labs Canadian holdings Inc. and Paladin Labs Inc.

Guneer Bhinder, for Mylan Pharmaceuticals ULC and BGP Pharma ULC

Viktor Nikolov, for Sanis Health Inc., Shoppers Drug Mart Inc. and Loblaw Companies Limited

Joseph Reynaud and Guy Martel, for Ad Hoc First Lien Group

Joshua Foster and Sean Zweig, for KSV Restructuring Inc.

Natalie Renner, for McKesson Canada Corp.

Margo Siminovitch and Avram Fishman, CCAA Counsel

HEARD: December 4, 2023

DETERMINED: December 6, 2023

REASONS: January 17, 2024

ENDORSEMENT

[1] This motion was heard on December 4, 2023.

[2] On December 6, 2023, the motion was dismissed with reasons to follow. These are the reasons.

[3] Counsel for the plaintiff in Québec Superior Court File No. 500–06–001004–197 (the Québec Opioid Class Action"), Jean-François Bourassa (the "Québec Plaintiff") brought a motion for:

1. A CCAA Representation Order, among other things:

   (a) appointing the Québec Plaintiff (the "CCAA Representative") to represent the interests of all Canadian Personal Injury Claimants in the Foreign Recognition Proceedings, initiated by Paladin Labs Inc. ("Paladin Labs"), as foreign representative, in this proceeding and, as necessary, in the related Chapter 11 proceedings;

   (b) appointing the law firms of Fishman Flanz Meland Paquin LLP and Trudel Johnston & Lespérance ("CCAA Representative Counsel") as co-counsel to the Canadian Personal Injury Claimants in these proceedings and, as necessary, in the Chapter 11 proceedings; and

   (c) ordering that the reasonable fees and disbursements of the CCAA Representative Counsel be borne by the Canadian Debtors;

[4] The evidence filed in support of the motion consists of the Affidavit of Margo Siminovitch sworn October 16, 2023 (the "Siminovitch Affidavit") and the Supplemental Affidavit of Margo Siminovitch sworn November 17, 2023 (the "Supplemental Siminovitch Affidavit").

[5] The motion was opposed by Paladin Labs Inc. ("Paladin Labs"), as Foreign Representative, by KSV Restructuring Inc., as Information Officer of Paladin Labs, Paladin Labs Canadian Holding Inc. (Paladin Labs and Paladin Labs Canadian Holdings Inc., are collectively referred to as the "Canadian Debtors") and by the *Ad Hoc* First Lien Group.

[6] The evidence filed by the opposing parties consists of the Affidavit of Daniel Vas sworn August 17, 2022 (the "First Vas Affidavit), the Affidavit of Daniel Vas sworn April 18, 2023 (the "Third Vas Affidavit"), and the Affidavit of Erik Axell sworn November 27, 2023.

[7] Reports have also been filed by the Information Officer.

ISSUES

[8] The Québec Plaintiff states that the issues are as follows:

(i) Are the interests of the Canadian Personal Injury Claimants represented in the CCAA proceedings and in the Chapter 11 proceedings?

(ii) Is it appropriate for this court to appoint the Québec Plaintiff as CCAA Representative plaintiff and to appoint the proposed CCAA Representative Counsel to represent the Canadian Personal Injury Claimants in the CCAA proceedings, and, as necessary in the Chapter 11 proceedings?

(iii) In the circumstances, should the fees of the CCAA Representative be paid by the Canadian Debtors?

[9] On these issues, I conclude as follows:

(i) the interests of the Canadian Personal Injury Claimants are represented in the CCAA proceedings and in the Chapter 11 proceedings;

(ii) it is not necessary or appropriate to appoint the Québec Plaintiff as CCAA Representative and to appoint the proposed CCAA Representative Counsel to represent the Canadian Personal Injury Claimants in the CCAA proceedings and, as necessary, in the Chapter 11 proceedings; and

(iii) the fees of the CCAA Representative Counsel should not be paid by the Canadian Debtors.

BACKGROUND

[10] The Endo Group operates a global specialty pharmaceutical business that develops, manufactures and sells branded and generic products to customers.

[11] Endo Parent is headquartered in Ireland. The majority of Endo Group's business is conducted in the United States.

[12] The Canadian Debtors are members of the Endo Group. Paladin Labs, the Canadian operating company, sells products that it owns, licences or distributes to a variety of customers.

[13] The Endo Group states that the Chapter 11 Cases were necessitated by a number of factors, including a highly leveraged capital structure that became unsustainable due to declining financial performance. The Endo Group also sought to obtain a stay of thousands of lawsuits relating to the Endo Group's marketing and sale of opioid products.

[14] The Endo Group's capital structure consists of funded debt obligations in the principal amount of US$8.15 billion, which obligations are guaranteed by the Canadian Debtors. The debt obligations includes US$5.9 billion in Prepetition First Lien Indebtedness and US$941 million in Prepetition Second Lien Note Indebtedness. The Prepetition First Lien Indebtedness and Prepetition Second Lien Note Indebtedness are secured against substantially all of the Endo Group's assets, including the asset of the Canadian Debtors.

[15] The complaints of the Québec Plaintiff are as follows:

(i) issues with respect to the conduct of Endo Parent and certain of its affiliates at a time when they were exposed to a number of lawsuits related to their opioid products. The Québec Plaintiff contends that the filing for bankruptcy protection was deliberately delayed until August 2022 in order to implement a strategic plan whereby inter-company transactions were effected to insulate the Endo Group from opioid-related claims and to intentionally reduce the assets available to Opioid Claimants. The CCAA

Initial Recognition Application alleged that the Canadian Debtors are guarantors of the US$8.15 billion of funded indebtedness of certain members of the Endo Group. The Québec Plaintiff contends that it appears that the intercompany transactions with the Canadian Debtors were structured and had the same *modus operandi* as the alleged fraudulent transactions described in the OCC (defined below) proceeding;

(ii) two directors of the Canadian Debtors awarded themselves prepaid executive bonuses in contemplation of the filing for bankruptcy protection;

(iii) despite the allegations of wrongdoing, in March 2023, an agreement was reached with the Debtors (the "OCC Agreement"). By entering into the OCC Agreement, the OCC's investigation into the Debtors' affairs ended without pursuing the issues referenced in (i) above;

(iv) issues with the Bidding Procedure Order and the Bar Date Order. On April 25, 2023, Paladin Labs, in its capacity as Foreign Representative, requested recognition of the Bidding Procedure Order and the Bar Date Order (the "Fourth Motion"). The Québec Plaintiff contends that counsel for the Québec Plaintiff were advised by the OCC on July 24, 2023 that the proof of claim filed by the Québec Plaintiff will not be accepted. Individual claims had to be filed. In addition, in order to participate in the trust and receive any recovery, opioid victims must opt in and provide contractual releases of their claims in favour of, *inter alia*, the Stalking Horse Bidder, the Endo Group and its directors and officers; and

(v) even assuming that their claims are accepted, the projected recovery pursuant to this claims process for Canadian Personal Injury Claimants is negligible. Of the maximum amount of US$119.2 million available to fund the trust being established for personal injury claimants, in July 2, 2023, counsel to the OCC advised that only half of the trust funds will be distributed among direct personal injury victims (i.e. a little less than US$60 million). The projected recovery for each personal injury victim and is less than US$700 each. This is in comparison to the amounts sought in the Québec opioid class action of damages of Cdn. $30,000 to be paid to each class member as well as the amount of Cdn. $25 million in punitive damages.

[16] In order to address these complaints, it is necessary to consider the status of the Chapter 11 proceedings in the United States and the recognition proceedings in Canada.

[17] On August 16, 2022, Endo International PLC ("Endo Parent") and certain of its affiliates (collectively, the "Debtors"), including Paladin Labs, commenced voluntary cases under Chapter 11 of the United States Bankruptcy Code (the "Chapter 11 Cases") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

[18] Paladin Labs, in its capacity as Foreign Representative of the Chapter 11 Cases (the "Foreign Representative"), then brought an application seeking recognition of the Chapter 11 Cases in proceedings under Part IV of the CCAA.

[19] The Initial Recognition Order was granted by this court on August 19, 2022, and recognized Paladin Labs as the Foreign Representative and the Chapter 11 Cases as a "Foreign Main Proceeding ". A Supplemental Order (Foreign Main Proceeding), among other things, appointed KSV Restructuring Inc. as the Information Officer (the "Information Officer").

[20] The Initial Recognition Order and the Supplemental Order were granted pursuant to the provisions of sections 47 – 50 of the CCAA.

[21] The granting of the Initial Recognition Order has the effect of triggering s. 52(1) of the CCAA which provides:

> 52(1) if an order recognizing a form proceeding is made, the court shall cooperate, to the maximum extent possible, with the Foreign Representative and the foreign court involved in the foreign proceeding.

[22] On September 2, 2022, the US Trustee appointed the Official Committee of Opioid Claimants (the "OCC"), a statutory committee, as fiduciary for all holders of current claims arising from alleged harm suffered due to the Debtors' opioid products and practices, regardless of where they reside (the "Opioid Claimants"). The Canadian Personal Injury Claimants form part of the constituency of the OCC.

[23] On October 27, 2022, the Bankruptcy Court entered the Cash Collateral Order. The Cash Collateral Order was recognized by this Court on November 29, 2022 pursuant to the Third Supplemental Order.

[24] The Cash Collateral Order contains certain "Debtors' Stipulations" relating to the Prepetition First Liens – which are liens over the assets of the Debtors (including the Canadian Debtors) securing the Prepetition First Lien Indebtedness – including the following:

> (a) "the Prepetition First Liens are valid, binding, properly perfected, enforceable, non-avoidable liens on and security interests in the Prepetition Collateral";
>
> (b) "the Prepetition First Liens were granted… for fair consideration and reasonably equivalent value"; and
>
> (c) no portion of the Prepetition First Liens or Prepetition First Lien Indebtedness is subject to any challenge, cause of action, or defence, including… re-characterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defence, counterclaim… pursuant to the Bankruptcy Code or nonbankruptcy law."

[25] Section 19(a) of the Cash Collateral Order provides that the Debtors' Stipulations are binding upon all parties in interest unless and to the extent that a party in interest has timely and properly filed an adversary proceeding or contested matter under the bankruptcy rules by the

"Challenge Period". For all parties in interest other than the Committees and the FCR, the challenge period was 75 calendar days after entry of the Cash Collateral Order (i.e. January 10, 2023).

[26] Section 19(b) of the Cash Collateral Order states that, upon the expiry of the challenge period without the filing of a Challenge (or if any such Challenge is filed and overruled), *inter alia*:

> (a) "any and all such Challenges by any party… shall be deemed to be forever barred";
>
> (b) "the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected secured liens, not subject to recharacterization…"; and
>
> (c) "all of the Debtors' stipulations and admissions contained in this [Cash Collateral Order], including the Debtors' Stipulations… and all other stipulations as to the priority, extent, and validity as to the Prepetition Secured Parties' claims, liens, and interests contained in this [Cash Collateral Order] shall be in full force and effect and forever binding upon the Debtors, the Debtors' estates, and all creditors, interest holders, and other parties in interest."

[27] The Québec Plaintiff did not object to the Cash Collateral Order in the Chapter 11 Cases or to the recognition of the Cash Collateral Order in the Canadian Recognition Proceedings.

[28] The Québec Plaintiff did not file any objection to the Debtors' Stipulations (including those relating to the Prepetition First Liens granted by the Canadian Debtors) before the Challenge Period. The Québec Plaintiff has never challenged the Debtors' Stipulations in the Chapter 11 Cases.

[29] On January 27, 2023, the Bankruptcy Court entered the Mediation Order ordering the Debtors and certain of their key stakeholders to participate in the Mediation to attempt to resolve objections to the Debtors' Sale Process and issues relating to the Joint Standing Motion. The mediation was conducted by the Honorable Shelley C. Chapman, a retired judge of the Bankruptcy Court. Ultimately the Committees reached a resolution with the *Ad Hoc* First Lien Group in March 2023 as memorialized in the Resolution Stipulation. Further details of the Resolution Stipulation are discussed below.

[30] On April 3, 2023, the Bankruptcy Court entered (a) the Bidding Procedures Order, authorizing the Debtors to conduct the Sale Process; and (b) the Bar Date Order, establishing a process and procedures for the filing of claims against the Debtors and setting related deadlines. The Bidding Procedures Order and the Bar Date Order were recognized by this Court pursuant to the Fourth Supplemental Order on April 25, 2023.

[31] The Bidding Procedure Order provided that all of the Debtors' assets would be sold to the successful bidder and the Bar Date Order, *inter alia*, authorized the procedures for filing proofs of claim, the forms and the notice plan.

[32] The Third Vas Affidavit, filed in support of the request for the Fourth Supplemental Order states that on March 3, 2023, the U.S. Bankruptcy Court was informed that agreements in principle had been reached between the Debtors and various stakeholders, including the OCC.

[33] The Québec Plaintiff complains that the Bar Date Order does not permit the Québec Plaintiff to file a proof of claim on a class basis.

[34] The Québec Plaintiff did not object to, or seek a modification, of the Bar Date Order in the Chapter 11 Cases, nor did it raise any issues when the Bidding Procedures Order and the Bar Date Order were recognized by this Court.

[35] The Bidding Procedures Order and the Bar Date Order approved a plan for providing notice to known and unknown claimants and parties in the interest (the "Notice Plan") of (a) the proposed sale of substantially all of the Debtors' assets and critical dates related thereto; and (b) deadlines for all entities and persons to file a proof of claim against any of the Debtors.

[36] In Canada, the Notice Plan included notices in English and French-language magazines and newspapers, online display advertising, social media advertising and press releases.

[37] Pursuant to the Bidding Procedures Order, objections to the Sale were required to be filed by July 14, 2023. The Québec Plaintiff did not file an objection to the Sale in the Chapter 11 Cases.

[38] Commencing in April 2023, the Debtors conducted extensive sale process (the "Sale Process"), and any sale identified therein, (a "Sale") pursuant to the Bidding Procedures Order, underpinned by a stalking horse bid by the *Ad Hoc* First Lien Group (the "Stalking Horse Bid") pursuant to which Tensor Limited (the "Buyer"), an entity formed by the *Ad Hoc* First Lien Group, would acquire substantially all of the Debtors' assets in exchange for a credit bid of the Prepetition First Lien Indebtedness and certain additional cash and non-cash consideration. As noted above, the Prepetition First Lien Indebtedness is guaranteed by, and secured against the assets of, the Canadian Debtors. The Sale Process did not identify any superior bids, which would be capable of repaying in full the US$5.9 billion principal amount of the Prepetition First Lien Indebtedness.

[39] The Foreign Representative points out that the Sale is supported by key unsecured stakeholder groups of the Debtors, including the OCC, the Official Committee of Unsecured Creditors (the "UCC"), the representative for future claimants appointed by the Bankruptcy Court (the "FCR"), and his Majesty the King in Right of the Province of British Columbia in each of the other Canadian provinces and territories (collectively the "Canadian Governments").

[40] The Debtor has since adjourned the Sale Hearing several times while it attempts to resolve a limited number of objections

[41] The Foreign Representative points out that the OCC has served as a fiduciary for the interests of all Opioid Claimants, including the Canadian Personal Injury Claimants, throughout the Chapter 11 Cases. In January 2023, the OCC and the UCC (collectively, the "Committees")

jointly filed the Joint Standing Motion seeking standing to commence and prosecute for complaints, certain of which related to the validity and extent of the lien securing the Prepetition First Lien Indebtedness. The Joint Standing Motion was the culmination of efforts by the Committees since their September 2022 appointment to investigate "the Debtors' prepetition conduct, capital structure, secured debt obligations and asset base to determine whether certain of the Debtors' assets are unencumbered and whether causes of action exist that may serve to return value to the Debtors' estates and provide a recovery for unsecured creditors."

[42] As noted at [30] above, after much negotiation, a resolution was reached as memorialized in the Resolution Stipulation.

[43] Pursuant to the Resolution Stipulation and the accompanying OCC Resolution Term Sheet, the *Ad Hoc* First Lien Group agreed to, *inter alia*, establish a trust for the benefit of present private opioid claimants (the "PPOC Trust") on closing of the Sale and fund it with aggregate cash consideration of US$119.2 million. In exchange, the Committees agree to hold in advance their prosecution of the Joint Standing Motion and to withdraw their objection to the Proposed Sale.

[44] The Foreign Representative points out that if implemented, the PPOC Trust will deliver a significant recovery for Opioid Claimants who voluntary elect to participate in the trust exchange by providing a consensual, contractual release of the Debtors, the Buyer and other interested parties. The individual Opioid Claimants will receive a recovery on their unsecured claims – despite the Sale Process not identifying any bid sufficient to pay in full the US$5.9 billion in Prepetition First Lien Indebtedness.

[45] Further, Canadian Personal Injury Claimants who have timely filed a proof of claim are entitled to participate in the sub-trust of the PPOC Trust (the "Personal Injury Sub-Trust"), subject to its terms and approval by the Bankruptcy Court. The Foreign Representative points out that the Canadian Personal Injury Claimants are expected to be treated exactly the same as similarly situated Opioid Claimants in the United States.

DISCUSSION

[46] For the following reasons, I find that the complaints referenced by the Québec Plaintiff in [15] above have been fully addressed in the CCAA cases and through the recognition proceedings in this Court.

[47] The Chapter 11 Cases are being administered in the Bankruptcy Court. The U.S. Court is the forum for the Foreign Main Proceeding and the primary forum for the restructuring of the Debtors, including the Canadian Debtors. The role of this Court is significantly different from the Bankruptcy Court.

[48] In this proceeding, the foreign representative applied to this Court and received recognition of the foreign proceeding as a Foreign Main Proceeding. This order was not challenged and remains in effect.

[49] In CCAA recognition proceedings, such as this proceeding, it is not the role of this Court to second guess or to conduct an initial assessment of the merits. Rather, the appropriate inquiry

is to consider whether the orders made in the Chapter 11 Cases should be recognized. This issue was considered and the orders in question have been recognized in this CCAA Part IV proceeding.

[50] A number of long-standing orders have been granted by the Bankruptcy Court – which contain important processes and deadlines and the Debtors and all of their stakeholders have observed these orders in the course of advancing the Chapter 11 Cases.

[51] Section 52(1) of the CCAA requires this Court to cooperate, to the maximum extent possible, with the foreign representative and the Bankruptcy Court. This has occurred as evidenced by the number and scope of the orders of the Bankruptcy Court that have been recognized by this Court.

[52] The relief sought by the Québec Plaintiff, if granted, would have a significant impact on many stakeholders and a number of matters already addressed in the Chapter 11 Cases.

[53] The OCC has advanced the interest of Opioid Claimants. They have been involved during all stages of this restructuring. This is to be contrasted with the participation of the Québec Plaintiff and Plaintiff's Counsel. Plaintiff's Counsel was advised of the commencement of the Chapter 11 Cases and the Canadian Recognition Proceedings on August 23, 2022. The Québec Plaintiff did not raise any objections in the Chapter 11 Cases or the Canadian Recognition Proceedings until the filing of this motion. In particular,

(a) the Québec Plaintiff did not challenge the appointment of the OCC to represent the interests of all Opioid Claimants, including the interests of Canadian Personal Injury Claimants;

(b) the Québec Plaintiff has not brought a motion before the Bankruptcy Court for its appointment as a class representative;

(c) although the Québec Plaintiff states that the purported absence of representation of Canadian Personal Injury Claimants "only started to become apparent after late July 2023" when the Joint Standing Motion was provided to Plaintiff's Counsel by counsel to the OCC, the Joint Standing Motion was filed in the Chapter 11 Cases on January 23, 2023 and described in the Third Vas Affidavit filed by the Foreign Representative in these proceedings in April 2023 and in the Third Report of the Information Officer dated April 20, 2023;

(d) the Québec Plaintiff did not raise any objection to the Bar Date Order entered by the Bankruptcy Court on April 3, 2023 or to its recognition by this Court pursuant to the Fourth Supplemental Order dated April 25, 2023;

(e) the Québec Plaintiff did not challenge the lien securing the Prepetition First Lien Indebtedness or the prepetition Second Lien Notes Indebtedness prior to January 10, 2023 as required pursuant to the Cash Collateral Order. This addresses the complaints of the Québec Plaintiff outlined at [15](i) above;

(f) the Québec Plaintiff did not request to participate in the Mediation, which commenced in January 2023 and resulted in the resolution of the Joint Standing Motion; and

(g) the Québec Plaintiff did not file any objection to the Sale in the Chapter 11 Cases by the July 14, 2023 deadline.

[54] The Québec Plaintiff's motion suffers from a lack of timeliness. The case started in August 2022. The OCC has acted as a fiduciary for all Opioid Claimants throughout the proceedings. The OCC investigated the lien securing the Prepetition First Lien Indebtedness and engaged in the Mediation on behalf of its constituents, which include the Canadian Personal Injury Claimants. The Québec Plaintiff references allegations raised by the OCC in its investigation of the Prepetition First Lien Indebtedness. These allegations were never tested in court and were subsequently resolved through a settlement. The OCC was part of the settlement. The Mediation resulted in a resolution in March 2023 that will enable Present Private Opioid Claimants, including Canadian Personal Injury Claimants, who filed timely proofs of claim, to obtain a recovery on their unsecured claims despite the significant deficiency on the Prepetition First Lien Indebtedness. The Québec Plaintiff and the Canadian Personal Injury Claimants will receive the same treatment in the Chapter 11 Cases as other like claimants in the Chapter 11 Cases.

[55] It is also apparent that the Québec Plaintiff is precluded by several orders entered by both the Bankruptcy Court and this Court from undertaking its stated objectives if it is appointed CCAA Representative – namely to investigate and invalidate the guarantees and lands granted by the Canadian Debtors; to file a class wide proof of claim; and to petition this Court to revoke recognition of the Chapter 11 Cases as the Foreign Main Proceeding . The investigation to invalidate the guarantees and liens is precluded pursuant to the terms of the Cash Collateral Order. Issues relating to a class wide proof of claim have been addressed and are not permitted under the Bar Date Order.

[56] Further, any attempt to revoke recognition of the Chapter 11 Cases as the Foreign Main Proceeding is nothing more than a collateral attack on this Court's Initial Recognition Order.

[57] In addition, I am satisfied that there are no public policy issues that would engage s. 61(2) of the CCAA.

[58] In my view, it would be unfair and prejudicial to the Debtors and their stakeholders if the Québec Plaintiff could, at this point, ignore the existing process and timelines in the Chapter 11 Cases and bring this motion and obtain the requested relief in its attempt to reopen settled matters in the Chapter 11 Cases.

[59] The Québec Plaintiff takes issue with the projected recovery for Canadian Personal Injury Claimants negotiated by the OCC. The Québec Plaintiff may question the projected recovery, but the projected recovery for Canadian Personal Injury Claimants is expected to be exactly the same as Opioid Personal Injury Claimants in the United States. There will be a recovery, notwithstanding that there is insufficient value to repay in full the Prepetition First Lien Indebtedness or any value to repay the prepetition second lien notes indebtedness. Both liens rank in priority to the unsecured claims of Opioid Claimants.

[60] At all times, it is important to remember that these Chapter 11 Cases have been recognized by this Court as a Foreign Main Proceeding . The primary proceedings are being adjudicated in the Chapter 11 Cases. It was open to the Québec Plaintiff to seek relief from the Bankruptcy Court and/or to object to the Bankruptcy Court approval of the Debtors' restructuring in the Chapter 11 Cases. The Québec Plaintiff declined to get involved. The attempt to obtain such relief in this ourt is not appropriate in the circumstances.

[61] The same conclusion was reached in *Re Voyager Digital Ltd.*, CV-22-00683820-00CL, August 11, 2022, where Cavanagh J. stated:

> The U.S. Proceeding has been recognized as the foreign main proceedings and it is the plenary proceeding. The U.S. Bankruptcy Court is the forum in which the restructuring of VDL and the other debtors will take place. The requested order, even if it were granted, would still require a motion to the U.S. Bankruptcy Court for the appointment of representative counsel to represent the interests of the VDL shareholders in relation to the U.S. Proceeding, including any restructuring plan, so any efficiencies in having this motion heard in this Court are limited.
>
> In my view, given that the U.S. Bankruptcy Court is presiding over the plenary proceeding, and this Court has recognized the U.S. Proceeding as the foreign main proceedings under Part IV of the CCAA, the requested order to appoint representative counsel should be sought from the U.S. Bankruptcy court and not from this Court. This is consistent with the scheme of Part IV of the CCAA. It is open to the U.S. Bankruptcy Court to seek the assistance and cooperation of this Court in respect of any such request, including recognition of any Order made in the U.S. Proceeding and a request for consideration of any ancillary Order in the Canadian proceeding that may be needed to give effect in Canada to such an Order.

[62] The same analysis and conclusion is applicable in this case.

DISPOSITION

[63] The relief sought herein should have been brought in the Chapter 11 Cases.

[64] It is also open to the Québec Plaintiff to oppose any future recognition of the Debtors restructuring in these proceedings. However, I have not been persuaded that the Québec Plaintiff needs to be appointed CCAA Representative on behalf of all Canadian Personal Injury Claimants in order to advance their arguments. It follows that the appointment of CCAA Representative Counsel is not required nor should an order be made to pay the fees of Representative Counsel.

[65] The motion is dismissed.

Chief Justice Geoffrey B. Morawetz

Date: January 17, 2024

Appendix “B”

Fourth Report of KSV Restructuring Inc. as Information Officer of Paladin Labs Canadian Holding Inc. and Paladin Labs Inc.

November 29, 2023

Contents Page

Appendices

COURT FILE NO.: CV-22-00685631-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF PALADIN LABS CANADIAN HOLDING INC. AND PALADIN LABS INC.

APPLICATION OF PALADIN LABS INC. UNDER SECTION 46 OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

FOURTH REPORT OF KSV RESTRUCTURING INC.
AS INFORMATION OFFICER

NOVEMBER 29, 2023

1.0 Introduction

1. On August 16, 2022 (the "Petition Date"), Endo International plc. ("Endo Parent") and certain of its affiliates (collectively, the "Debtors", and together with their non-debtor affiliates, "Endo" or the "Company"), including Paladin Labs Inc. ("Paladin") and Paladin Labs Canadian Holding Inc. ("Paladin Holding" and jointly with Paladin, the "Canadian Debtors"), commenced proceedings (the "Chapter 11 Proceedings") by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "US Court").

2. On August 17, 2022, the Debtors filed several first day motions in the Chapter 11 Proceedings (collectively, the "First Day Motions"). On August 18, 2022, the US Court granted multiple orders in respect of the First Day Motions (collectively, the "First Day Orders"), including, among others, the Foreign Representative Order,[1] which authorized Paladin to act as the foreign representative of the Debtors (the "Foreign Representative").

3. In its capacity as Foreign Representative, Paladin brought an application (the "Recognition Application") before the Ontario Superior Court of Justice (Commercial List) (this "Court") for recognition of the Chapter 11 Proceedings under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA" and the proceedings thereunder, the "Recognition Proceedings"). In connection with the Recognition Application, this Court granted the following orders:

[1] As defined in the First Supplemental Order (as defined below).

a) an Interim Order (Foreign Proceeding) dated August 17, 2022 (the "Interim Order"), among other things, granting a stay of proceedings in respect of the Canadian Debtors, the property and business of the Canadian Debtors, any subsidiary, affiliate or related party of Endo Parent or any Canadian Debtor that is a defendant in Canadian litigation proceedings or subject to any other proceedings in Canada (the "Canadian Litigation Defendants"), and the directors and officers of the Canadian Debtors and the Canadian Litigation Defendants;

b) an Initial Recognition Order (Foreign Main Proceeding) dated August 19, 2022 (the "Initial Recognition Order"), among other things:

   i) recognizing the Chapter 11 Proceedings as a "foreign main proceeding" and recognizing Paladin as the "foreign representative" in respect of the Chapter 11 Proceedings, as such terms are defined in section 45 of the CCAA; and

   ii) declaring that the Interim Order shall be of no further force or effect upon the effectiveness of the Initial Recognition Order and the First Supplemental Order (as defined below); and

c) a Supplemental Order (Foreign Main Proceeding) dated August 19, 2022 (the "First Supplemental Order"), *inter alia*:

   i) recognizing certain of the First Day Orders of the US Court;

   ii) granting a stay of proceedings in respect of the Canadian Debtors, the property and business of the Canadian Debtors, the Canadian Litigation Defendants, and the directors and officers of the Canadian Debtors and the Canadian Litigation Defendants; and

   iii) appointing KSV Restructuring Inc. ("KSV") as information officer in respect of the Recognition Proceedings (in such capacity, the "Information Officer").

4. On September 28, 2022, the US Court heard several second day motions (the "Second Day Hearing") filed by the Debtors in the Chapter 11 Proceedings and entered certain orders in respect of such motions (collectively, the "Second Day Orders").

5. On October 13, 2022, this Court made an order (the "Second Supplemental Order") recognizing and enforcing certain of the Second Day Orders, which are summarized in the Information Officer's First Report to Court dated October 10, 2022 (the "First Report") and the Affidavit of Daniel Vas sworn October 7, 2022.

6. On November 29, 2022, this Court made an order (the "Third Supplemental Order") recognizing and enforcing the following orders, which are summarized in the Information Officer's Second Report to Court dated November 24, 2022 (the "Second Report") and the Affidavit of Andrew Harmes sworn November 23, 2022 (the "Harmes Affidavit"):

    a) the De Minimis Assets Order;

    b) the Creditor Listing Order;

    c) the Final Cash Collateral Order (the "Cash Collateral Order");

    d) the Combined Wages Order; and

    e) the Final Wages Order.[2]

7. On April 25, 2023, this Court made an order (the "Fourth Supplemental Order") recognizing and enforcing the following orders, which are summarized in the Information Officer's Third Report to Court dated April 20, 2023 (the "Third Report") and the Affidavit of Daniel Vas sworn April 18, 2023 (the "Third Vas Affidavit"):

    a) the Bidding Procedures Order; and

    b) the Bar Date Order.[3]

8. Since April 25, 2023, the US Court has entered several orders in the Chapter 11 Proceedings – many being administrative in nature – which the Foreign Representative is not currently seeking to have this Court recognize and enforce.

9. This Report has been prepared and will be filed with this Court by KSV in its capacity as the Information Officer.

1.1 Purposes of this Report

1. The purposes of this Report are to:

    a) summarize certain background to, and developments in, the Chapter 11 Proceedings and the Recognition Proceedings (together, these "Proceedings") relevant to the motion of Jean-François Bourassa (the "Representative Plaintiff") for an order (the "Appointment Order"), among other things:

        i) appointing the Representative Plaintiff to represent the interests of all Canadian victims who were harmed as a result of using Paladin's opioid drugs sold in Canada (collectively, the "Canadian Personal Injury Claimants") in the Recognition Proceedings and, as necessary, in the Chapter 11 Proceedings;

[2] Each as defined in the Third Supplemental Order.

[3] Each as defined in the Fourth Supplemental Order.

ii) appointing Fishman Flanz Meland Paquin LLP and Trudel Johnston & Lespérance (together, the "Proposed Representative Counsel") as counsel to the Canadian Personal Injury Claimants in the Recognition Proceedings and, as necessary, in the Chapter 11 Proceedings; and

iii) directing that the Proposed Representative Counsel's reasonable fees and disbursements be paid by the Canadian Debtors;

b) provide the Information Officer's views with respect to the relief sought by the Representative Plaintiff; and

c) summarize the activities of the Information Officer since the date of the Third Report.

2. The Information Officer's views with respect to the Representative Plaintiff's motion for the Appointment Order are set out in Section 4.0 of this Report. Having regard to the principles of comity underpinning Part IV of the CCAA and the non-exhaustive factors enumerated in *Canwest* (as defined below), the Information Officer is of the view that the proposed Appointment Order is not appropriate in the circumstances. For these and other reasons more fully described in Section 4.0 of this Report, the Information Officer respectfully recommends that this Court dismiss the Representative Plaintiff's motion.

1.2 Currency

1. All currency references in this Report are to U.S. dollars, unless otherwise stated.

1.3 Defined Terms

1. Capitalized terms not otherwise defined in this Report have the meanings given to them in the Third Report, the Third Vas Affidavit, the Bidding Procedures Order or the Bar Date Order (as amended), as applicable. A copy of the Third Report (without appendices) is attached as Appendix "A". Copies of the Third Vas Affidavit (without exhibits) and the Fourth Supplemental Order, to which the Bidding Procedures Order and the Bar Date Order are appended, are attached as Exhibits "I" and "E" to the Affidavit of Erik Axell sworn November 27, 2023 (the "Axell Affidavit"), respectively.

1.4 Restrictions

1. In preparing this Report, the Information Officer has relied upon unaudited financial information prepared by the Debtors' representatives, the Debtors' books and records and discussions with the Canadian Debtors' counsel.

2. The Information Officer has not performed an audit or other verification of such information. An examination of the Debtors' financial forecasts as outlined in the *Chartered Professional Accountants of Canada Handbook* has not been performed. Future oriented financial information relied upon in this Report is based on the Debtors' assumptions regarding future events; actual results achieved may vary from this information and these variations may be material.

3. The Information Officer expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in this Report or relied upon by the Information Officer in its preparation of this Report.

2.0 Background

1. The Canadian Debtors are part of a global specialty pharmaceutical group that produces and sells both generic and branded products. Endo Parent is an Irish publicly-traded company headquartered in Dublin, Ireland.

2. While Endo's global headquarters are in Ireland, the majority of its business is conducted in the U.S. Indeed, in 2021, Endo earned approximately 97% of its total consolidated revenue from customers in the U.S. The Company's U.S. headquarters is located in Malvern, Pennsylvania and its primary U.S. manufacturing facility is located in Rochester, Michigan.

3. Paladin is Endo's Canadian operating company. Paladin sells specialty pharmaceutical products that it owns, licenses or distributes to a variety of customers, including wholesalers, hospitals, governmental entities and pharmacies. Paladin Holding is a holding company that owns all of the shares of Paladin.

4. Of the approximately 1,560 employees employed by the Debtors as of the Petition Date, 98 were employees of Paladin. None of Paladin's employees are unionized.

5. Endo's financial performance preceding the Petition Date had been negatively impacted by several factors, including a significant decline in revenues and increased generic competition relating to Vasostrict, Endo's single largest product by revenue in 2021, and the significant amount of opioid-related and other litigation facing the Company. In light of its financial performance and challenging circumstances, Endo's highly-leveraged capital structure – including approximately $8.15 billion in secured and unsecured indebtedness, which is guaranteed by the Canadian Debtors – and related debt servicing costs became unsustainable.

6. Further information concerning the Debtors' background, corporate structure, prepetition capital structure and indebtedness, and the events preceding the Chapter 11 Proceedings was provided in the Affidavit of Daniel Vas sworn August 17, 2022 (the "First Vas Affidavit") and the Declaration of Mark Bradley dated August 16, 2022 attached as Exhibit "E" thereto (the "First Day Declaration"). Such information includes a description of the guarantees provided, and security interests granted, by the Canadian Debtors to secure Endo's obligations under a senior secured revolving credit facility, a senior secured term loan facility, three series of first lien notes, and one series of second lien notes.

7. All materials filed with this Court in these Canadian recognition proceedings are available on the Information Officer's website at: https://www.ksvadvisory.com/experience/case/endo. All materials filed in the Chapter 11 Proceedings are available on the following website (the "Docket") established by Kroll Restructuring Administration LLC, in its capacity as the US Court-appointed claims and noticing agent: https://restructuring.ra.kroll.com/endo/Home-Index.

3.0 Notable Developments in the Chapter 11 Proceedings

1. The Chapter 11 Proceedings and the Recognition Proceedings were commenced on August 16 and August 17, 2022, respectively. Since their commencement more than 15 months ago, numerous developments have occurred in these Proceedings as the Debtors have advanced their restructuring efforts. Though many of such developments have previously been discussed in the First Report, the Second Report and the Third Report, those that, in the Information Officer's view, inform the Representative Plaintiff's motion for the Appointment Order are summarized below.

3.1 Initial Stages of the Chapter 11 Proceedings

1. On or around the Petition Date, the Debtors entered into a restructuring support agreement (the "RSA") with a group consisting primarily of holders of the Debtors' first lien indebtedness (the "Ad Hoc First Lien Group") – namely the Prepetition First Lien Lenders and the Prepetition First Lien Noteholders (each as defined in the First Day Declaration). The RSA contemplated a credit bid acquisition of substantially all of the Debtors' assets by an entity formed by the Ad Hoc First Lien Group (the "Stalking Horse Bidder"), which would serve as a stalking horse bid (the "Stalking Horse Bid") in a post-petition bidding and sale process to be conducted during the Chapter 11 Proceedings (the "Sale Process"). A copy of the RSA was attached as Exhibit "H" to the First Vas Affidavit.

2. As set out in the First Vas Affidavit, the Company determined that pursuing the Stalking Horse Bid and the Sale Process provided the best available means of addressing the challenges facing the Debtors. If consummated, the Stalking Horse Bid was expected to assure a going-concern result, preserve over a thousand jobs, and enable the Stalking Horse Bidder to fund, as negotiated with the Multi-State Endo Executive Committee (the "Multi-State EC"),[4] the aggregate amount of approximately $550 million in cash consideration to be placed in trust for the benefit of certain public opioid claimants (the "Public Opioid Trust") and tribal opioid claimants (the "Tribal Opioid Trust") who elect to participate in such trusts and voluntarily release their respective opioid-related claims. The Stalking Horse Bid was not, however, expected to provide any recovery in respect of Endo's second lien or unsecured indebtedness.

[4] As of July 25, 2023, the Muti-State EC was comprised of seven states (Maine, Massachusetts, New Hampshire, Pennsylvania, Tennessee, Vermont and Virginia) who act as a steering committee and evaluate, in the first instance, strategic options and implement strategies in connection with opioid-related claims against the Debtors for certain state Attorneys General that have not otherwise resolved their state's claims against the Debtors as of the Petition Date.

3. Shortly following the Petition Date and prior to the Second Day Hearing, the United States Trustee for Region 2 (the "US Trustee") appointed:

   a) an Official Committee of Unsecured Creditors (the "UCC") to serve as an independent fiduciary of the Debtors' non-opioid-related unsecured creditors;[5] and

   b) an Official Committee of Opioid Claimants (the "OCC" and together with the UCC, the "Committees") to serve as the fiduciary of all holders of claims arising from harm suffered due to the Debtors' opioid products and practices (the holders of such claims, "Opioid Claimants"), in recognition of the outsized role that the Company's potential opioid liabilities played in the Debtors' decision to commence the Chapter 11 Proceedings, and the importance of providing Opioid Claimants with the ability to participate in the Chapter 11 Proceedings by and through an official committee.[6]

4. Following the Committees' appointment, Roger Frankel was appointed as a future claims representative in the Chapter 11 Proceedings (the "FCR"). The FCR was appointed in the Chapter 11 Proceedings to protect the due process rights of certain individuals who may be unable to assert their claims and protect their interests.

5. Since their appointments, the UCC, the OCC and the FCR have retained legal counsel, financial advisors and investment bankers.

3.2 Initial Objections to the Bidding Procedures Order and the Bar Date Order and the Challenge Complaints

1. In accordance with the RSA and with a view to implementing the Sale Process in the Chapter 11 Proceedings, the Debtors filed motions for the approval of the Bidding Procedures Order and the Bar Date Order with the US Court on November 23, 2022.[7] As set out in the Third Report and the Third Vas Affidavit, the proposed Bidding

[5] As at June 1, 2023, the members of the UCC included AmerisourceBergen Drug Corporation, Bayer AG, U.S. Bank National Trust Company, National Association, as Indenture Trustee, UMB Bank, National Association, as Indenture Trustee, CQS Directional Opportunities Master Fund Limited, AFSCME District Council 47 Health & Welfare Fund, and Catherine Brewster.

[6] As at June 15, 2023, the members of the OCC included Robert Asbury as Guardian Ad Litem for certain infants diagnosed with neonatal abstinence syndrome, Sabrina Barry, Blue Cross and Blue Shield Association, Erie County Medical Center Corporation, Sean Higginbotham, Alan MacDonald and Michael Masiowski, M.D. According to the OCC, the Opioid Claimants are comprised of at least 11 separate groups of creditors including: (i) the federal government; (ii) the 50 states and other political subdivisions of the U.S.; (iii) political subdivisions of the states; (iv) Native American tribes; (v) personal injury victims; (vi) children born with neonatal abstinence syndrome; (vii) hospitals; (viii) third party payors, including health insurance companies; (ix) purchasers of private insurance; (x) independent emergency room physicians; and (xi) independent school districts. The description of the OCC's appointment by the US Trustee is drawn from the OCC's Reply (as defined below).

[7] The Information Officer Notes that the Debtors have nonetheless preserved their rights to advance their restructuring initiatives by way of a chapter 11 plan.

Procedures Order and the Bar Date Order garnered several objections, including from:

a) each of the Committees;

b) the FCR (the "FCR Objection");

c) an ad hoc group of holders of first lien, second lien and unsecured indebtedness of the Debtors (the "Ad Hoc Cross-Holder Group");

d) an ad hoc group of holders of first lien and certain other indebtedness of the Debtors who were not party to the RSA (the "Non-RSA 1Ls");

e) an ad hoc group of unsecured noteholders of the Debtors;

f) the US Trustee; and

g) certain distributors, manufacturers and pharmacies (collectively, the "DMP Group" and the objection filed by the DMP Group, the "DMP Objection").

2. Following several adjournments of the Debtors' motions for the approval of the Bidding Procedures Order and the Bar Date Order, the Committees filed a motion (the "Joint Standing Motion") on January 23, 2023, seeking derivative standing to permit the Committees to commence and prosecute four proposed complaints (collectively, the "Challenge Complaints") and to settle claims related thereto. Copies of the proposed Challenge Complaints are attached to the Joint Standing Motion as Exhibits "B" – "E". A copy of the Joint Standing Motion is attached as Exhibit "B" to the Affidavit of Margo Siminovitch sworn October 16, 2023 (the "Siminovitch Affidavit").

3. The Challenge Complaints followed certain investigations undertaken by the Committees in advance of the expiration of the Challenge Period (as defined in the Cash Collateral Order).[8] They comprise of three complaints related to the validity of the liens of the Prepetition First Lien Secured Parties (as defined in the Cash Collateral Order) and a complaint related to the prepetition compensation of the Debtors' executives and other personnel. Principally, the Challenge Complaints assert that:

a) Wilmington Trust, National Association, in its capacities as collateral trustee under the first lien Collateral Trust Agreement, dated as of April 27, 2017 (as amended), and a second lien Collateral Trust Agreement, dated as of June 16, 2020 (as amended), failed to perfect its liens as against the Debtors' U.S.

[8] Pursuant to the Cash Collateral Order claims regarding (i) the validity, enforceability, extent, priority, or perfection of the mortgages, security interests, and liens of the Prepetition Secured Parties (as defined in the Cash Collateral Order) or (ii) validity, enforceability, allowability, priority, secured status, or amount of the Prepetition Secured Indebtedness (as defined in the Cash Collateral Order) were required to be filed by (A) January 20, 2023 (unless extended) in the case of the Committees and the FCR or (B) the date that is seventy-five (75) calendar days following entry of the Cash Collateral Order.

deposit accounts, which were worth approximately $670 million as of the Petition Date;

b) contrary to the scope of the Debtors' stipulations under the Cash Collateral Order, the Debtors own valuable assets on which no liens were granted or properly perfected, as applicable, including, among other assets, the equity in the Debtors' Indian non-debtor affiliates, intellectual property associated with Xiaflex, intercompany receivables, deposit accounts in Luxembourg credited with approximately $50 million as of the Petition Date and commercial tort claims;

c) the Debtors (including the Canadian Debtors) improperly made approximately $94 million in cash payments to their senior executive officers within one year of the Petition Date, which payments were alleged to constitute avoidable preferences as well as fraudulent transfers under the Bankruptcy Code; and

d) using two "uptier" debt transactions that replaced approximately $4.4 billion of the Debtors' unsecured notes with new notes, including approximately $3 billion in new secured debt and a series of intercompany transactions, the Debtors hindered the recoveries of Opioid Claimants for the purpose of obtaining settlement leverage in the Debtors' then anticipated bankruptcy proceedings.

4. Given the successful Mediation and the Resolution Stipulation (each as defined and discussed below), no hearing on the Joint Standing Motion was held by the US Court, the Joint Standing Motion is currently in abeyance, and the Committees have not yet been granted standing to pursue any claims or causes of action, including the Challenge Complaints. As such, the Challenge Complaints remain unproven allegations.

5. The Committees were the sole parties in the Chapter 11 Proceedings to advance and seek approval to commence and prosecute complaints within the Challenge Period. The Proposed Representative Counsel did not object or, to the Information Officer's knowledge, take steps to object to the granting of the Cash Collateral Order, or the Third Supplemental Order recognizing and enforcing the Cash Collateral Order.[9]

6. The Supplemental Affidavit of Margo Siminovitch sworn November 17, 2023 (the "Supplemental Siminovitch Affidavit") suggests that the Information Officer failed to advise this Court of "the significant issues that have emerged in the Chapter 11 Proceedings affecting the rights of Canadian victims, most especially the fact that the OCC settled its objection to the proposed sale and ceased its investigation of the Debtors' affairs". However, the Challenge Complaints and the Resolution Stipulation were referred to in the Third Report. Moreover, the fact that full particulars of the Challenge Complaints – which at this time remain unproven allegations that the Committees have not been granted standing to advance, are held in abeyance (and have not been settled or released) and are the subject of a proposed resolution negotiated by two separate fiduciaries each represented by legal and financial

[9] As set out in the Harmes Affidavit, the Cash Collateral Order was objected to by the UCC, the OCC and the Non-RSA 1Ls, which were resolved pursuant to amendments agreed to by the Debtors and the Ad Hoc First Lien Group.

advisors in the context of a US Court-ordered Mediation that has not been approved by the US Court – is entirely unremarkable.

3.3 The Mediation and Certain Resolutions

1. On January 27, 2023, the US Court entered a *Stipulation and Order (A) Granting Mediation and (B) Referring Matters to Mediation* (the "Mediation Order") ordering a mediation (the "Mediation") among the Debtors, the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, the Non-RSA 1Ls, the Committees, the United States of America on behalf of certain agencies (the "Department of Justice") and the FCR (collectively, the "Mediation Parties"), and appointing the Honourable Judge Shelley C. Chapman (Ret.) as mediator (the "Mediator").[10] A copy of the Mediation Order is attached as Exhibit "J" to the Axell Affidavit.

2. Pursuant to the Mediation Order, the following topics (collectively, the "Mediation Topics") were initially referred to the Mediation:

    a) the Debtors' motion for the Bidding Procedures Order;

    b) the Exclusivity Motion;

    c) any Challenge (as defined in the Cash Collateral Order) asserted before or after the date of the Mediation Order and any motion to obtain standing in connection therewith, including the Challenge Complaints;

    d) any other complaints, challenges or motions to obtain standing on any matter not covered by the foregoing Mediation Topics filed by any of the Mediation Parties after the date of the Mediation Order; and

    e) the resolution of any of the foregoing issues through a sale or plan of reorganization.

3. On March 3, 2023, the Debtors advised the US Court that the Ad Hoc First Lien Group had reached resolutions in principle with the Committees, the Ad Hoc Cross-Holder Group and the Non-RSA 1Ls that would resolve certain of these parties' objections relating to the proposed Sale Process. At that time, the Debtors also informed the US Court that the resolutions reached in principle were supported by the Debtors and remained subject to definitive documentation. On March 24, 2023, the following documents were filed with the US Court:

[10] As at the date of the Mediation Order and as set out therein, the United States of America was a mediation party solely on behalf of those agencies and components of the United States of America whose interests in the Chapter 11 Proceedings are represented by the U.S. Attorney's Office for the Southern District of New York, including on behalf of the following agencies that may have monetary claims in the Chapter 11 Proceedings: (i) the Department of Justice; (ii) federal agencies that provide healthcare or health insurance services, including components of the Department of Health and Human Services, the Department of Veterans Affairs, and the Department of Defense; and (iii) the Internal Revenue Service.

a) *Stipulation Among the Debtors, Official Committee of Unsecured Creditors, Official Committee of Opioid Claimants, and Ad Hoc First Lien Group Regarding Resolution of Joint Standing Motion* (the "Resolution Stipulation"), which included copies of:

   i) a term sheet dated March 24, 2023, memorializing the resolutions reached by and among the Ad Hoc First Lien Group and the UCC in connection with, among other things, the Debtors' motion for the Bidding Procedures Order, the Exclusivity Motion, the Joint Standing Motion and the Challenge Complaints (the "UCC Resolution Term Sheet"); and

   ii) a Voluntary Present Private Opioid Claimant Trust Term Sheet dated March 24, 2023, by and among the Ad Hoc First Lien Group and the OCC in connection with, among other things, the Debtors' motion for the Bidding Procedures Order, the Exclusivity Motion, the Joint Standing Motion and the Challenge Complaints (the "OCC Resolution Term Sheet" and together with the UCC Resolution Term Sheet, the "Committees Resolution Term Sheets"); and

b) *Notice of Filing of Amended and Restated Restructuring Support Agreement*, containing an amended RSA (as amended, the "Amended RSA"), which attached, among other things:

   i) an amended Purchase and Sale Agreement by and among, *inter alios*, the Stalking Horse Bidder, Endo Parent and certain of the Debtors (as amended, the "Stalking Horse Agreement");

   ii) an Amended Voluntary Public/Tribal Opioid Trust Term Sheet in respect of the Public Opioid Trust and the Tribal Opioid Trust (the "Public/Private Opioid Term Sheet");[11] and

   iii) an amended wind-down budget.

4. Details concerning each of the Resolution Stipulation, the Committees Resolution Term Sheets, the Amended RSA, the Stalking Horse Agreement and the Public/Private Opioid Term Sheet were set out in the Third Vas Affidavit and the Third Report. Copies of the Resolution Stipulation and the Amended RSA were attached as Exhibits "C" and "D" to the Third Vas Affidavit, respectively. A copy of the Resolution Stipulation is also attached as Appendix "B".

5. Among other things, the Resolution Stipulation provides that:

   a) the Stalking Horse Bidder is permitted to credit bid the Prepetition First Lien Indebtedness (as defined in the Cash Collateral Order);

[11] The Information Officer notes that, as of July 25, 2023, all 46 states, including Washington D.C. (which is counted as a state for the purposes of the Public/Private Opioid Term Sheet), eligible to participate have expressed their support for the Public/Private Opioid Term Sheet.

b) the prosecution of the Joint Standing Motion is to be held in abeyance, with each of the Committees having agreed not to prosecute the Joint Standing Motion from the commencement of the Resolution Stipulation to the date, if any, on which one or both of the Committees exercise their termination rights following the occurrence of a Termination Event;[12]

c) the Joint Standing Motion will be withdrawn upon the closing of the transactions contemplated under the Stalking Horse Agreement pursuant to section 363 of the Bankruptcy Code (the "Sale") and the Voluntary GUC Creditor Trust and the PPOC Trust (each as defined below) are established and funded; and

d) the Committees will support the restructuring contemplated by the Amended RSA, including the entry of the Bidding Procedures Order and an order authorizing the Sale in form and substance acceptable to (i) the Debtors and the Ad Hoc First Lien Group, in all respects, and (ii) each of the Committees with respect to the implementation of the Committees Resolution Term Sheets and any other item to the extent such item adversely affects their respective constituencies.

6. A critical feature of the Resolution Stipulation and the Committees Resolution Term Sheets is the Stalking Horse Bidder's agreement, if it is the successful bidder (the "Successful Bidder"), to create and fund trusts for the benefit of the Debtors' general unsecured creditors (the "Voluntary GUC Creditor Trust") and present private opioid claimants (the "PPOC Trust").[13] The Voluntary GUC Creditor Trust and the PPOC Trust are in addition to the Public Opioid Trust and the Tribal Opioid Trust (collectively, the "Trusts") contemplated by the Public/Private Opioid Term Sheet agreed to between the Ad Hoc First Lien Group (on behalf of the Stalking Horse Bidder) and the Multi-State EC.

7. The material terms of the Trusts, include, among others, the following:

a) *The Voluntary GUC Creditor Trust*: if it is the Successful Bidder, the Stalking Horse Bidder will establish and fund the Voluntary GUC Creditor Trust for the benefit of the Voluntary GUC Creditor Trust Beneficiaries in the amount of: (i) $60 million; (ii) plus 4.25% of the issued and outstanding shares of the Stalking

[12] If the Ad Hoc First Lien Group or either of the Committees, as applicable, exercises its right to terminate upon the occurrence of a Termination Event, the applicable Committee is entitled to initiate and/or continue its prosecution of the Joint Standing Motion and the Additional Standing Matters (as defined in the Resolution Stipulation).

[13] Under the OCC Resolution Term Sheet, "Present Private Opioid Claimant" is defined as a "holder of an Opioid Claim that is not a Public Opioid Claimant or Tribal Opioid Claimant" and an "Opioid Claim" is defined broadly to include "Claims and Causes of Action, existing as of the Petition Date, against any of the Debtors or Non-Debtor Affiliates in any way arising out of or relating to opioid products manufactured or sold by any of the Debtors, any Non-Debtor Affiliate, any of their respective predecessors, or any other Released Party prior to the Closing Date, including, for the avoidance of doubt, Claims for indemnification (contractual or otherwise), contribution, or reimbursement against any of the Debtors, any Non-Debtor Affiliate, any of their respective predecessors, or any other Released Party on account of payments or losses in any way arising out of or relating to opioid products manufactured or sold by any of the Debtors, any Non-Debtor Affiliate, or any of their respective predecessors prior to the Closing Date." Importantly, the Information Officer understands that the Canadian Personal Injury Claimants are "Present Private Opioid Claimants".

Horse Bidder on a fully diluted basis;[14] (iii) plus a vesting of estate claims and actions against third parties and certain other parties, all of the Stalking Horse Bidder's rights under insurance policies that may provide coverage for Eligible Unsecured Claims, and the sole and exclusive right to pursue the Debtors' opioid-related claims and the proceeds of any applicable insurance policies. Holders of Eligible Unsecured Claims will have the option to participate in the Voluntary GUC Creditor Trust provided they, among other things, execute a consensual and voluntary release with respect to certain claims against certain released parties (which include the Debtors and Stalking Horse Bidder) and do not object to the resolutions in the UCC Resolution Term Sheet or Resolution Stipulation. Holders of Eligible Unsecured Claims that do not execute a release will not be entitled to participate in the Voluntary GUC Creditor Trust and will retain their rights and remedies, as applicable;[15]

b) *The PPOC Trust*: if it is the Successful Bidder, the Stalking Horse Bidder will establish and fund the PPOC Trust for the benefit of the Participating PPOCs in the amount of $119.2 million (based on $29.7 million on the Closing Date, plus $29.7 million on the first anniversary of the Closing Date, and $59.7 million on the second anniversary of the Closing Date). Present Private Opioid Claimants will have the option to participate in the PPOC Trust provided they, among other things, file a proof of claim and execute a release in favor of certain released parties (which include the Debtors and Stalking Horse Bidder). PPOCs that do not participate in the PPOC Trust will retain their rights and remedies;[16] and

c) *The Public Opioid Trust and the Tribal Opioid Trust*: if it is the Successful Bidder, the Stalking Horse Bidder will provide for the establishment of the Public Opioid Trust and the Tribal Opioid Trust. The Public Opioid Trust and the Tribal Opioid Trust will be settled with cash consideration funded by the Stalking Horse Bidder in the aggregate amounts of $465.2 million and $15 million, respectively, each in accordance with a prescribed installment schedule and subject to certain permitted adjustments to the timing and quantum of payments. The Public/Private Opioid Term Sheet contemplates that the order approving the Sale (the "Sale Order") is to contain a release by Participating Public Opioid Claimants and Tribal Opioid Claimants and a consensual injunction against certain released parties (which include the Debtors and the Stalking Horse Bidder and its present and future subsidiaries). As noted in the Third Report, public entities in Canada (including Canadian governments) with potential or previously asserted claims against the Debtors are not eligible to participate in the Public Opioid Trust or the Tribal Opioid Trust.

[14] Subject only to dilution by the management incentive plan and subject to adjustment if the Stalking Horse Bidder's net funded debt exceeds or is less than $2.5 billion.

[15] The inter-unsecured creditor allocation of the Voluntary GUC Creditor Trust was determined within the Mediation.

[16] The inter-Present Private Opioid Claimants allocation of the PPOC Trust was determined within the Mediation.

8. Additional information regarding the Committees Resolution Term Sheets, the Public/Private Opioid Term Sheet and the Trusts was provided in the Third Vas Affidavit and the Third Report. The Information Officer notes that the Committees Resolution Term Sheets have not been approved by the US Court and the Foreign Representative is not seeking this Court's approval or recognition of the Committees Resolution Term Sheets or the Trusts at this time. Such approval may be sought from the US Court in connection with the Debtors' motion for the Sale Order or, in the alternative, the implementation of a chapter 11 plan.

9. On July 13, 2023, the *Notice of Filing of Stalking Horse Bidder-FCR Term Sheet and Amended OCC Resolution Term Sheet* (the "Notice of FCR Resolution") was filed by the Debtors, among other things, advising that the Stalking Horse Bidder and the FCR had reached a resolution of certain claims and disputes related to the FCR Objection in the Mediation. Such resolution was memorialized in a term sheet attached as Exhibit "A" to the Notice of FCR Resolution (the "FCR Resolution Term Sheet"). Among other things, the FCR Resolution Term Sheet provides that the Stalking Horse Bidder will establish a trust for Eligible Future Opioid Trust Beneficiaries and a trust for Eligible Future Mesh Trust Beneficiaries (each as defined in the FCR Resolution Term Sheet), which will be funded by the Stalking Horse Bidder with $11.5 million and up to $500,000, respectively. A copy of the Notice of FCR Resolution is attached as Appendix "C".

10. The Information Officer notes that the FCR Resolution Term Sheet has not been approved by the US Court and the Foreign Representative is not seeking this Court's approval or recognition of the FCR Resolution Term Sheet at this time. Such approval may be sought from the US Court in connection with the Debtors' motion for the Sale Order or, in the alternative, the implementation of a chapter 11 plan.

11. As of the date of this Report, the Mediation, which has been extended numerous times, remains ongoing.[17] The *Mediator's Sixth Notice and Status Report* filed on September 13, 2023, in which a summary of such extensions and the Mediator's view that it is in the best interests of the Debtors' stakeholders that the Mediation be continued until the adjourned Sale Hearing (as defined below) date, is attached as Appendix "D".

3.4 The Bidding Procedures Order and the Sale Process

1. As a result of the resolutions reflected in the Resolution Stipulation and the Amended RSA, the Debtors were able to proceed with their motion for the Bidding Procedures Order with the support of the Committees, the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group and the Non-RSA 1Ls.

[17] The Information Officer notes that on May 16, 2023, the US Court entered the *Order Modifying Mediation Procedures*, permitting additional parties in interest other than the Mediation Parties (collectively, the "Limited Basis Parties") to participate voluntarily in the Mediation of specific issues in response to a request from a Mediation Party (with the consent of the Mediator) or the Mediation or by further order of the US Court, subject to the conditions set out therein.

2. The Bidding Procedures Order was entered by the US Court on April 3, 2023, over the objections of the US Trustee and the FCR, and was recognized by this Court on April 25, 2023, pursuant to the Fourth Supplemental Order. The Proposed Representative Counsel did not object to the US Court's entry of the Bidding Procedures Order nor this Court's granting of the Fourth Supplemental Order.

3. Among other things, the Bidding Procedures Order:

   a) authorized and approved bidding procedures in connection with the Sale (the "Bidding Procedures");

   b) authorized and approved the terms and conditions of the expense reimbursement amount included in the Stalking Horse Agreement;

   c) authorized certain steps to be taken to implement the Sale in a tax efficient manner under Irish tax law;

   d) authorized and approved the form of notice of the auction (if any), the Sale and the hearing (the "Sale Hearing") to consider the Sale (the "Sale Notice"), which Sale Notice included information regarding the Stalking Horse Bid, the Bidding Procedures, the Sale Hearing and the procedures to be followed in filing an objection to the Sale;

   e) authorized and approved the procedures for distributing the Sale Notice to be provided to the Sale Notice Parties (as defined in the Bidding Procedures), which are comprised of the Debtors' known claimants, including all known parties to litigation with the Debtors and/or their counsel (the "Notice Plan");

   f) authorized and approved the procedures for distributing a supplemental outreach plan and media notice plan intended to provide notice to unknown claimants, including unknown creditors of the Debtors holding claims related to the Debtors' opioid or other products (the "Supplemental Notice Plan" and together with the Notice Plan, the "Sale Notice Procedures");[18]

   g) authorized the Assumption and Assignment Procedures to facilitate the assumption, assumption and assignment and/or rejection of certain of the Debtors' executory contracts or unexpired leases; and

   h) reserved the rights of all parties with respect to certain issues, including, among others: (i) the amount or value of the Debtors' unencumbered assets; (ii) the approval of the Sale to the Stalking Horse Bidder or any term of the Sale; and (iii) whether the Sale is authorized by law or is an impermissible *sub rosa* plan or distribution of assets contrary to the Bankruptcy Code's priority rules.

[18] The Supplemental Notice Plan was intended to reach potential unknown claimants through television, social media, online displays, ads, billboards, print media, press releases and community outreach. It was estimated that it would reach over 80% of all adults over the age of 18 in Canada on average three to four times.

4. A copy of the Bidding Procedures Order was attached as Exhibit "A" to the Third Vas Affidavit. The Bidding Procedures Order, the Bidding Procedures and the Sale Notice Procedures were discussed in detail in the Third Vas Affidavit and the Third Report. Simply put, the Bidding Procedures contemplated that the Sale Process would proceed in two-stages followed by an auction, if necessary, and would solicit bids for either all of the Debtors' assets or one or more of the Debtors' business or asset segments.

5. As set out in the Declaration of Tarek elAguizy dated July 26, 2023 attached to the Axell Affidavit as Exhibit "R" (the "elAguizy Declaration"), the Debtors' investment banker, PJT Partners LP, contacted 152 interested parties, including 77 financial sponsors and 75 strategic bidders in the first phase of the Sale Process. Of the 152 interested parties contacted, 40 executed non-disclosure agreements and were provided with access to a virtual data room and a confidential information memorandum. 19 of such interested parties submitted a non-binding indication of interest by June 13, 2023 (the "IOI Deadline"). All 19 non-binding indications of interests were partial bids for the Debtors' assets, the aggregate gross implied value of which was more than $1 billion less than the value of the Stalking Horse Bid.

6. The Debtors, in consultation with the Committees, the FCR and the Multi-State EC, ultimately determined that none of the non-binding indications of interest submitted by the IOI Deadline, viewed individually or together, were likely to result in the submission of a qualified bid. Accordingly, the Sale Process did not proceed to its second phase.

7. On June 20, 2023, the Debtors filed the *Notice of (I) Debtors' Termination of the Sale and Marketing Process, (II) Naming the Stalking Horse Bidder as the Successful Bidder, and (III) Scheduling of the Accelerated Sale Hearing* (the "Sale Termination Notice"), advising of:

    a) the Sale Process' termination;

    b) the selection of the Stalking Horse Bidder as the sole Successful Bidder for the Debtors' assets; and

    c) the acceleration of the date of the Sale Hearing for the Sale Order to July 28, 2023, in accordance with the Bidding Procedures.

8. A copy of the Sale Termination Notice is attached as Exhibit "A" to the Supplemental Siminovitch Affidavit.

9. Details concerning the conduct of the Sale Process are included within the elAguizy Declaration. The Information Officer will provide additional information regarding the Sale Process in connection with any motion brought by the Foreign Representative for the recognition and enforcement of the Sale Order (should it be granted by the US Court).

3.5 The Bar Date Order

1. As a result of the resolutions reached in the Mediation, the Bar Date Order was granted by the US Court on April 3, 2023, without opposition, including from the Proposed Representative Counsel. The Bar Date Order was subsequently recognized by this Court on April 25, 2023, pursuant to the Fourth Supplemental Order. The Proposed Representative Counsel similarly did not object to this Court's granting of the Fourth Supplemental Order recognizing and enforcing the Bar Date Order.

2. Among other things, the Bar Date Order:

    a) approved the Bar Date Notice, the Proof of Claim Form as well as the procedures for filing Proofs of Claim, and established deadlines for the filing of Proofs of Claim;

    b) established deadlines for the mailing of the Bar Date Notice, the applicable Proof of Claim Form and the Proof of Claim instructions (collectively, the "Bar Date Notice Package"), which Bar Date Notice Package included a letter from each of the OCC and the UCC addressed to their respective constituents providing information regarding the Voluntary GUC Creditor Trust and the PPOC Trust;

    c) approved the form of notice and process to provide notice to known creditors and parties in interest (which notice was intended by the Debtors to be provided concurrently with the Notice of Sale);

    d) approved the Supplemental Notice Plan for providing publication notice of the Bar Dates to unknown creditors and parties in interest, as described in the Declaration of Jeanne C. Finegan dated November 23, 2022 (the "Finegan Declaration");

    e) established the parties that are required to file a Proof of Claim in the Chapter 11 Proceedings on or before the applicable Bar Date, including, among others, any person or entity whose claim against a Debtor is not listed in the Debtors' Schedules or is listed as disputed, contingent or unliquidated and that desires to participate in the Chapter 11 Proceedings or in any distribution in the Chapter 11 Cases;

    f) established the claims in respect of which no Proof of Claim in the Chapter 11 Proceedings need be filed on or before the applicable Bar Date, including, among others, claims against the Debtors that are not listed as disputed, contingent, or unliquidated in the Schedules, claims represented by the FCR and where the holder of such claim agrees with the nature, classification, and amount of its claim as identified in the Schedules; and

g) ordered that any party that is required to file a Proof of Claim but that fails to do so by the applicable Bar Date shall be forever barred, estopped, and enjoined from: (i) asserting any Unscheduled Claim against the Debtors or their estates or properties (and the Debtors and their properties and estates will be forever discharged from any and all indebtedness or liability with respect to such claim); or (ii) voting on, or receiving distributions under, any chapter 11 plan in the Chapter 11 Proceedings in respect of an Unscheduled Claim.

3. Copies of the Bar Date Order (without exhibits) and the Finegan Declaration filed in support thereof were attached to the Third Vas Affidavit as Exhibits "B" and "F", respectively. Details concerning the Bar Date Order were set out in the Third Vas Affidavit and the Third Report.

4. The following table sets out the various Bar Dates for the filing of claims established pursuant to the Bar Date Order:

Matter	**Deadline (EST)**
General Bar Date	July 7, 2023 at 5:00 p.m.
Governmental Bar Date	May 31, 2023 at 5:00 p.m.
State/Local Governmental Opioid Bar Date	The earlier of: (i) 10:00 a.m. on the date set for the first disclosure statement hearing for any chapter 11 plan in the Chapter 11 Cases; and (ii) 5:00 p.m. on the date that is 35 days after the date on which the Debtors file on the docket and serve a supplemental notice setting a deadline for such parties.
Amended Schedule Bar Date	For claimants holding claims negatively impacted by the filing of a previously unfiled schedule of assets and liabilities or statement of financial affairs or an amendment or supplement to such schedules or statements, the later of: (i) the General Bar Date or the Governmental Bar Date, as applicable; and (ii) 5:00 p.m. on the date that is 30 days after the date on which the Debtors provide notice of such filing, amendment or supplement.
Rejection Bar Date	For counterparties to executory contracts or unexpired leases that have been rejected by the Debtors, the later of: (i) the General Bar Date or the Governmental Bar Date, as applicable; and (ii) 5:00 p.m. on the date that is 30 days after the effective date of such rejection.

5. As described in the Finegan Declaration, the Notice Plan was designed to target the holders of claims relating to the Debtors' sale and marketing of opioid products as well as the holders of other claims against the Debtors, including those arising from the Debtors' sale of ranitidine and transvaginal mesh products (collectively, the "Product Claimants"), and ordinary creditors. The Supplemental Notice Plan, which consisted of a direct notice and a multi-faceted supplemental outreach and media notice plan (the "Media Notice Plan"), was intended to provide supplemental notice to unknown Product Claimants of the Sale and the Bar Dates. At the time of its conception, the Supplemental Notice Plan was, as noted in the Finegan Declaration, expected to be

one of the largest legal notice programs deployed in a chapter 11 case and cost approximately $16,300,000.

6. The Debtors' Notice Plan and the Supplemental Notice Plan were commenced on April 24, 2023 and were completed on June 30, 2023. The implementation of the Notice Plan and the Supplemental Notice Plan is discussed in detail in the Supplemental Declaration of Jeanne C. Finegan dated July 26, 2023 (the "Supplemental Finegan Declaration") attached to the Axell Affidavit as Exhibit "Q". Notably, the Supplemental Finegan Declaration indicates, among other things, that:

   a) the Notice Plan was successfully implemented in the U.S., Canada, Australia, France, Ireland, Japan, New Zealand, the Netherlands, Spain, and the United Kingdom (England, Northern Ireland, Scotland, Wales);

   b) the Media Notice Plan exceeded original audience delivery projections, having reached over an estimated 90% of Canadian adults 18 years of age and older with an estimated average frequency of over ten times, and over an estimated 95% of adults 18 years of age and older in the U.S. with an estimated average frequency of over eight times;

   c) the Notice Plan provided notice by means of: (i) actual, written notice to known and potential Product Claimants as well as other known parties in interest; (ii) distribution of a Simplified print Notice (as defined in the Finegan Declaration) to various community organizations; (iii) print media; (iv) online display; (v) internet search terms; (vi) social media campaigns; and (vii) television advertisements;

   d) the Media Notice Plan served in excess of three billion impressions, with the greatest number of impressions being in the U.S. (2.3 billion) and Canada (432 million);

   e) the Media Notice Plan had the same reach and frequency as the media notice plan implemented *In re Purdue Pharma, LLP* and greater reach and frequency than the media notice plan *In re Mallinckrodt plc* (each of which are large opioid-related mass tort chapter 11 cases);

   f) the Simplified Print Notice was published in four nationally distributed Canadian magazines in English and French and was published twice in the following nationally circulated Canadian newspapers: *The Globe and Mail*; *The National Post*; and *Le Journal de Montreal*;

   g) online display advertising in Canada targeted Canadians 18 years of age and older on the basis of targeting considerations consistent with those used in the U.S.; and

   h) the Debtors issued press releases across the Canadian Bilingual General Media Newsline in English and French.

7. Since being granted on April 3, 2023, the Bar Date Order has been amended by the US Court on two occasions to achieve administrative efficiency and incorporate revisions relating to the confidentiality protocol set out therein based on stakeholder feedback. The first amended Bar Date Order was filed by the Debtors subsequent to the filing on June 1, 2023 of the *Notice of Motion of Jodie Philipsen and Janice Seymour for an Order (I) Certifying the Class of Australian Mesh Claimants and Authorizing the Filing of a Class Proof of Claim, or Alternatively, (II) Extending the Bar Date to File Proofs of Claim* (the "Mesh Claimants' Motion").

8. Pursuant to the Mesh Claimants' Motion, Jodie Philipsen and Janice Seymour (the "Movants"), on behalf of themselves and all other similarly situated Australian mesh claimants (collectively, the "Mesh Claimants"), sought an order:

    a) certifying the Mesh Claimants as a class and authorizing the filing of a class proof of claim; or

    b) if class certification was denied, extending the July 7 general bar date to permit the filing of more than 6,000 individual proofs of claim.[19]

9. The Mesh Claimants' Motion was objected to by the Debtors and each of the Committees on several bases, including that:

    a) the Mesh Claimants' Motion would impede the progress of the Chapter 11 Proceedings and did not satisfy the factors supporting allowance of a class proof of claim or class certification;

    b) because the Bar Date Order permits the submission of consolidated proofs of claim, and could similarly be amended to allow for the filing of a class proof of claim solely for administrative convenience, the Mesh Claimants' Motion could be denied without prejudice to the Mesh Claimants;[20]

---

[19] The Information Officer notes that the Mesh Claimants' Motion states that: "[a]n Australian representative proceeding is the functional equivalent of an American class action that operates on an opt-out basis"; "[u]nder Australian law, representative proceedings do not require class certification before the plaintiffs are permitted to proceed as class representatives"; and "the Class Action is the functional equivalent of a certified class action under federal law."

[20] The Information Officer notes that, solely for administrative convenience, holders of claims arising from the Debtors' opioid products were permitted to file class proofs of claim on behalf of: (i) insurance ratepayers; (ii) private hospitals; (iii) public schools; and (iv) claimants seeking to establish a Neonatal Abstinence Syndrome medical monitoring program. Similarly, holders of claims of price-fixing and antitrust claims in prepetition lawsuits against the Debtors were permitted to file class proofs of claim on behalf of plaintiffs in any price-fixing or antitrust litigation in which the Debtors are named solely for administrative convenience. With respect to consolidated proofs of claim, the Information Officer notes that under the Bar Date Order, any entity, including any attorney or law firm, representing multiple opioid claimants or non-opioid personal injury claimants, which provides authorization from those opioid claimants or non-opioid personal injury claimants to be included on a consolidated proof of claim (each such authorizing individual or entity holding an opioid claim or non-opioid personal injury claim, a "Consenting Claimant")—which authorization shall be (i) in the form of an affidavit from the individual (including any attorney or law firm) representing multiple opioid claimants or non-opioid personal injury claimants stating that such individual represents the Consenting Claimants and has authorization to file the Consolidated Claim, or (ii) some other form reasonably acceptable to the Debtors and the OCC

c) granting the Mesh Claimants' Motion could lead to similar requests for class certification and to file class proofs of claim (for reasons beyond administrative convenience as permitted under the Bar Date Order), which may threaten the resolutions reached in the Mediation and deplete the value of the Debtors' estates;

d) the ability to file a consolidated proof of claim provided under the amended Bar Date Order achieves an appropriate balance between facilitating the filing of proofs of claim and ensuring that the Debtors obtain sufficient information regarding the proposed claims asserted against them (as any such consolidated proof of claim would require the compilation of particularized claim information for the underlying Mesh Claimants);

e) the compromise embodied in the amended Bar Date Order equally positions the Mesh Claimants with all other personal injury claimants, none of which are permitted to file a class proof of claim under the Bar Date Order; and

f) class proofs of claim disrupt the application of bar dates in bankruptcy proceedings by preserving the claims of class members who may not have otherwise asserted claims prior to the bar date, diluting claims filed by similarly situated creditors.

10. Pursuant to the *Stipulation by an Among Jodie Philipsen and Janice Seymour, the Official Committee of Unsecured Creditors, the Official Committee of Opioid Claimants, and the Debtors Resolving the Class Claim Motion* filed on June 21, 2023 (the "Mesh Claim Stipulation"):

a) the Movants agreed to withdraw the Mesh Claimants' Motion on a with prejudice basis;

b) the Movants agreed to file a consolidated proof of claim by the general bar date, attaching a spreadsheet containing: (i) the names of each of the Mesh Claimants that will be subject to the consolidated proof of claim; (ii) the asserted claim amounts associated with each individual claim; and (iii) any other information in the Movants' possession related to such individual claims; and

c) the Movants were provided until August 21, 2023 to amend their consolidated proof of claim to provide all other information required by the Proof of Claim Form for each of the individual claimants and remove any claimants for which authorization was not obtained to file such consolidated proof of claim by August 21, 2023.

(with respect to opioid claimants) or the Debtors and the UCC (with respect to non-opioid personal injury claimants)—may file, amend and/or supplement a consolidated claim on behalf of such Consenting Claimants and docket such consolidated claim against the lead case, *In re Endo International plc, et al.*, No. 22-22549 (JLG), provided that such consolidated claim has attached either (A) an individual Proof of Claim Form for each Consenting Claimant, or (B) a spreadsheet or other form of documentation that lists each Consenting Claimant and provides individualized information that substantially conforms to information requested in the applicable Proof of Claim Form.

11. A copy of the Mesh Claimant Stipulation is attached as Appendix "E".

12. For clarity, the above-noted amendments to the Bar Date Order did not modify the Bar Dates. As such, all persons or entities holding a claim against any of the Debtors that arose prior to the Petition Date, including secured claims, unsecured priority claims and unsecured non-priority claims, were required to file a Proof of Claim on or before July 7, 2023. This includes all private Opioid Claimants. A copy of the Bar Date Order, as amended, is attached as Appendix "F".

13. As set out within the Siminovitch Affidavit and the Supplemental Siminovitch Affidavit, the Proposed Representative Counsel filed a class proof of claim prior to the general bar date on a without prejudice basis. According to the Siminovitch Affidavit and the Supplemental Siminovitch Affidavit, the OCC has advised the Proposed Representative Counsel that such proof of claim would be rejected for failure to comply with the informational requirements for a consolidated proof of claim under the Bar Date Order.[21]

3.6 The DMP Stipulation

1. Prior to the entry of the Bidding Procedures Order, the Debtors and the DMPs entered into negotiations regarding the DMP Objection and the Debtors' motion for the Sale Order. As a result of such negotiations, and with the support of the Stalking Horse Bidder, the Debtors entered into the *Amended Stipulation Among the Debtors and the DMPs Resolving the DMPs' Objection to the Bidding Procedures and Sale Motion* (the "DMP Stipulation"). Among other things, the DMP Stipulation:

    a) provides that the DMP Objection will be deemed to be withdrawn upon the US Court's approval of the DMP Stipulation;

    b) preserves the DMP Defensive Rights (as defined in the DMP Stipulation) and the DMPs' rights to pursue insurance coverage under, or insurance recoveries from, any Debtor Insurance Contracts (as defined in the DMP Stipulation);

    c) memorializes an agreed upon approach to the preservation and production of documents and documentary discovery in connection with any judicial, administrative, or other action or claim that has been filed in Canada by a governmental entity or private party in Canada against any of the Debtors in respect of opioid claims as at the date of the DMP Stipulation (in which the DMPs are co-defendants with certain of the Debtors, including the Canadian Debtors); and

[21] The Siminovitch Affidavit notes that the information required to complete a consolidated claim proof of claim is not available to the Proposed Representative Counsel in light of the early stage of the Quebec Class Action.

d) provides that, as of the Closing Date (as defined in the DMP Stipulation), the DMPs on the one hand, and the Debtors, on the other hand, shall release each other and each of their respective Related Parties (as defined in the DMP Stipulation) solely in such Related Party's respective capacity as such, from any and all Released Claims (as defined in the DMP Stipulation).

2. The DMP Stipulation was approved by the US Court pursuant to the *Order Granting Debtors' Motion for an Order Approving the Amended Stipulation Among the Debtors and the DMPs Resolving the DMPs' Objection to the Bidding Procedures and Sale Motion* entered on August 3, 2023 (the "DMP Stipulation Order"). A copy of the DMP Stipulation Order is attached to the Axell Affidavit as Exhibit "T".

3. The Information Officer notes that the Foreign Representative is not currently seeking this Court's approval or recognition of the DMP Stipulation Order or the DMP Stipulation.

3.7 The Sale Order

1. The Sale Hearing has been adjourned on several occasions, in part, to facilitate the resolution of certain outstanding objections to the proposed Sale Order and the Sale. It is currently scheduled for December 21, 2023. Accordingly, the US Court has not yet assessed the appropriateness of the proposed Sale Order or the Sale or the merits of any objections thereto.

2. The Debtors filed the proposed Sale Order on July 7, 2023, with certain revisions thereto being filed on July 13, August 3 and August 11, 2023. Parties in interest other than the US Trustee and the Department of Justice were required to file objections to the proposed Sale Order by July 14, 2023 (the "Sale Objection Deadline").

3. Numerous parties in interest filed objections to the proposed Sale Order by the Sale Objection Deadline (collectively, the "Objecting Parties"). The US Trustee and the Department of Justice also filed objections to the Debtors' motion for the proposed Sale Order on July 18, 2023, as required.[22] Neither the Representative Plaintiff nor the Proposed Representative Counsel filed an objection by the Sale Objection Deadline (or at all).

4. Notably, the Objecting Parties included:

   a) the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Nova Scotia, and Newfoundland & Labrador, and the governments of Prince Edward Island, Nunavut, the Northwest Territories and the Yukon (collectively, the "Canadian Provinces and Territories"), which asserted, among other things, that there is no justification for the Canadian Provinces and Territories receiving no consideration for their collective $66 billion in claims for opioid-related harm perpetrated in Canada while the

[22] The Department of Justice's objection was filed by the United States of America on behalf of the Internal Revenue Service, the U.S. Department of Justice, the U.S. Department of Health and Human Services, and the U.S. Department of Veterans Affairs, by its attorney, Damian Williams, United States Attorney for the Southern District of New York.

governments of various states share in the Public Opioid Trust of approximately $465 million; and

b) the Rochester City School District, together with certain other public school districts (collectively, the "Public School Districts"), which asserted, among other things, that the proposed Sale constitutes a *sub rosa* plan and undervalues the Debtors' unencumbered assets.

5. As reflected in the *Notice of Filing of Further Updated Chart Summarizing Outstanding and Additional Resolved Objections to the Proposed Sale Order* filed on August 10, 2023 (the "Objection Summary"), substantially all of the Objecting Parties' objections, including those of the Canadian Provinces and Territories and the Public School Districts, have been resolved. A copy of the Objection Summary is attached as Appendix "G".

6. The resolutions reached with the Canadian Provinces and Territories and the Public School Districts were achieved within the Mediation – with such parties having been added as Limited Basis Parties – and have been memorialized in term sheets dated August 22, 2023 (the "Voluntary Canadian Government Term Sheet") and August 15, 2023 (the "Voluntary Public School Districts Term Sheet"), respectively. The Voluntary Canadian Government Term Sheet is appended to the *Notice of Filing of Voluntary Canadian Governments Resolution Term Sheet* filed on September 29, 2023 attached to the Axell Affidavit as Exhibit "S".

7. Under the Voluntary Canadian Government Term Sheet, the Stalking Horse Bidder has agreed to establish a voluntary trust upon the closing of the Sale for the benefit of the Canadian Provinces and Territories that elect to become beneficiaries thereof (the "Voluntary Canadian Government Trust"). The Voluntary Canadian Government Trust will be funded by the Stalking Horse Bidder in the aggregate amount of $7.25 million in 11 equal installments over 10 years. In turn, and subject to the terms of the Voluntary Canadian Government Term Sheet, the Canadian Provinces and Territories have agreed to support the entry of the proposed Sale Order and its recognition in the Recognition Proceedings and provide certain releases to, among other released parties, the Debtors, the Stalking Horse Bidder, and the Ad Hoc First Lien Group.

8. Pursuant to the Voluntary Public School Districts Term Sheet, the Stalking Horse Bidder has agreed to pay the Public Schools' Special Education Initiative (as defined in the Voluntary Public School Districts Term Sheet), the aggregate amount of $3 million in installments over 3 years. Only public school districts in the U.S. that elect to participate under the Voluntary Public School Districts Term Sheet by providing a release of certain opioid-related claims in favour of, among other parties, the Debtors, the Stalking Horse Bidder, and the Ad Hoc First Lien Group, will be entitled to the benefit of such monies.

9. Having resolved substantially all of the Objecting Parties' objections, the proposed Sale is now supported by, among others, the Committees, the FCR, the Multi-State EC, the Canadian Governments and the Ad Hoc First Lien Group. As at the date of this Report, however, the US Trustee's and the Department of Justice's objections remain outstanding.

10. Respectively, the US Trustee and the Department of Justice oppose the proposed Sale and Sale Order on the bases that, among others:

    a) the proposed Sale avoids the Bankruptcy Code's priority scheme and constitutes a *sub rosa* plan insofar as it dictates a distribution scheme to unsecured creditors, releases the Debtors, non-Debtor affiliates, and certain of the Debtors' and non-Debtor affiliates' officers and directors, and enjoins certain actions against the Stalking Horse Bidder and various creditor trusts; and

    b) the proposed Sale constitutes a *sub rosa* plan that dictates the distribution of funds to different classes of creditors in contravention of the Bankruptcy Code's priority rules (including with respect to the Internal Revenue Service's priority tax claim), the proposed Sale Order contains broad third-party releases that abrogate the rights of creditors, certain of which could not be granted even in a chapter 11 plan, and the proposed Sale purports to permanently resolve estate causes of action and the proposed Challenges absent certain procedural protections.

11. A copy of the *Objection of The United States of America to the Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially all of the Debtors' Assets and (IV) Granting Related Relief – and Memorandum of law in Support of Motion to Appoint Chapter 11 Trustee* filed on July 18, 2023 is attached as Exhibit "E" to the Supplemental Siminovitch Affidavit. A copy of the *Amended Objection of United States Trustee to Order Approving the Sale of Substantially all of the Debtors' Assets* filed on July 18, 2023 is attached as Appendix "H".

12. The Debtors, the Ad Hoc First Lien Group, the Committees, and the Multi-State EC have each filed detailed replies to the objections to the Debtors' motion for the proposed Sale Order, including those of the US Trustee and the Department of Justice. Such replies contextualize certain of the objections to the proposed Sale Order and the relief sought by the Representative Plaintiff pursuant to the proposed Appointment Order.

13. For instance, the *Reply of the Official Committee of Opioid Claimants in Support of Entry of the Revised Proposed Order (A) Approving the Purchase and Sale Agreement, (B) Authorizing the Sale of Assets, (C) Authorizing the Assumption and Assignment of Contracts and Leases, and (D) Granting Related Relief* filed on July 26, 2023 (the "OCC's Reply") notes that:

    a) the OCC's mandate within the Chapter 11 Proceedings is to "advocate for the interests of Opioid Claimants—***as a whole***—and to do whatever is possible to further the efforts of obtaining compensation for victims and abating the opioid crisis";

b) the "OCC's obligation, as a fiduciary for Opioid Claimants was to maximize value for Opioid Claimants ***as a whole*** and not for any particular Opioid Claimant(s), and then to ensure that any allocation of that value was fair and reasonable. The OCC has more than fulfilled this role, and views the Sale—***and every aspect of the Sale Order***—as in the best interests of all Opioid Claimants";

c) the proposed Sale "and the various trusts to be established by the Purchaser, represent the best available outcome for Opioid Claimants, taken as a whole";

d) the proposed Sale, including the resolution memorialized in the OCC Resolution Term Sheet "is manifestly in the best interests of Opioid Claimants taken as a whole and represents an outcome vastly superior to any other currently achievable alternative in these Chapter 11 Cases"; and

e) the "OCC has not settled any of the underlying potential claims or causes of action contained in the complaints attached to the Joint Standing Motion" and has "retained the right to pursue standing to bring the causes of action set forth in the Joint Standing Motion […] or any other claims that the OCC may determine are in the best interests of Opioid Claimants to pursue".

14. *The Official Committee of Unsecured Creditors' Reply to Sale Objections* filed on July 26, 2023 (the "UCC's Reply") similarly explains that:

a) the "Sale reflected in the revised Sale Order now enjoys near universal support";

b) the resolution reflected in the UCC Resolution Term Sheet was "negotiated by the Committee as a fiduciary for *all* general unsecured creditors, and the Committee concluded, on the basis of substantial analysis, that the Sale is the best outcome here for non-opioid general unsecured creditors *as a whole*"; and

c) the UCC's conclusion with respect to the UCC Resolution Term Sheet and the proposed Sale is informed by "the Committee's extensive investigation of estate claims, its consideration of alternatives (including a chapter 11 plan), its evaluation of the benefits and risks of continued litigation, and its participation in a months'-long mediation among sophisticated and adverse parties that was overseen by an esteemed and experienced mediator."

15. Finally, the *Reply of the Ad Hoc First Lien Group in Support of the Debtors' Sale Motion* filed on July 26, 2023 (the "Ad Hoc Group's Reply") notes that:

a) the Sale Process has confirmed that "the value of the Debtors' assets is significantly less than the full amount of the Prepetition First Lien Indebtedness and, accordingly, there is no value available for unsecured creditors under any scenario";

b) the "Prepetition First Lien Secured Parties consented to the Debtors' use of their Cash Collateral from the outset of these Chapter 11 Cases—critically, in exchange for and in reliance on the specific stipulations and challenge procedures embodied in the Cash Collateral Order", which Cash Collateral Order "including the Debtors' Stipulations as to, *inter alia*, the validity of the Prepetition First Liens, is binding upon the Debtors and 'all other parties in interest'"; and

c) the "stipulations, admissions, waivers, and releases in the Cash Collateral Order, including the Debtors' Stipulations, are binding on *all* parties in interest, and the *only* exception is for those parties that properly sought standing before the expiration of the applicable Challenge Period. The Committees are the only parties that filed a motion seeking standing to challenge the Prepetition First Liens."

16. A copy of the OCC's Reply is attached to the Axell Affidavit as Exhibit "P". Copies of the UCC's Reply and the Ad Hoc First Lien Group's Reply are attached as Appendices "I" and "J", respectively.

17. The US Trustee's and the Department of Justice's respective objections to the proposed Sale Order and the Sale continue to be subject to the Mediation and, as previously noted, have not yet been considered by the US Court. Moreover, the Department of Justice's objection to the proposed Sale Order and the Sale is now subject to a proposed resolution between the Department of Justice and the Ad Hoc First Lien Group, as reflected in the *Notice of Filing of Term Sheet* filed on November 20, 2023 (the "USG Term Sheet"). The resolution contemplated under the USG Term Sheet may be effectuated by way of the proposed Sale or a chapter 11 plan and remains subject to, among other things, certain requisite approvals and definitive documentation. A copy of the USG Term Sheet is attached to the Axell Affidavit as Exhibit "U".

18. The Information Officer will provide additional information regarding the Sale in connection with any motion brought by the Foreign Representative for the recognition and enforcement of the Sale Order (should it be granted by the US Court).

4.0 The Representative Plaintiff's Request for the Appointment Order

1. The Representative Plaintiff is the putative class plaintiff in an uncertified class action instituted in the Quebec Superior Court on May 23, 2019, bearing Court File No. 500-06-001004-197 (the "Quebec Class Action"). The Proposed Representative Counsel jointly act as counsel to the Representative Plaintiff. A copy of the Re-Amended Application Dated September 30, 2022 for Authorization to Institute a Class Action (the "Authorization Application") is attached as Exhibit "A" to the Siminovitch Affidavit.

2. The Quebec Class Action names Paladin, among numerous other pharmaceutical companies, as a defendant. The Quebec Class Action was disclosed in the First Vas Affidavit, together with seven other Canadian opioid lawsuits to which Paladin and/or the Canadian Litigation Defendants are party. In the Quebec Class Action, the Representative Plaintiff seeks compensatory damages of $30,000 to be paid to each proposed class member as well as the amount of $25 million in punitive damages to be paid by each of the defendants named in the Authorization Application.[23] As noted in the Siminovitch Affidavit, the Quebec Class Action is currently stayed as against Paladin in accordance with the First Supplemental Order (and previously, the Interim Order).

3. Pursuant to the proposed Appointment Order, the Representative Plaintiff seeks its and the Proposed Representative Counsel's appointment in the Recognition Proceedings and, if necessary, the Chapter 11 Proceedings, to represent the interests of the Canadian Personal Injury Claimants. The Representative Plaintiff's stated purpose for doing so pursuant to its notice of motion is, in part, to:

    a) ensure that the interests of Canadian Personal Injury Claimants are protected;

    b) allow the Proposed Representative Counsel to engage with the Canadian Debtors and the Information Officer to ascertain the nature of the Canadian Debtors' guarantee of Endo's indebtedness;

    c) revoke this Court's recognition of the Chapter 11 Proceedings in the event that the Canadian Debtors are not responsible for Endo's indebtedness; and

    d) engage with the OCC to negotiate a process that ensures the fair treatment of the Canadian Personal Injury Claimants within the PPOC Trust.

4. Additional information concerning the Representative Plaintiff's motion for the Appointment Order is set out within the Siminovitch Affidavit and the Supplemental Siminovitch Affidavit. Certain of the events preceding the Representative Plaintiff's motion for the proposed Appointment Order as well as the Information Officer's views and recommendation with respect to the proposed Appointment Order are set out below.

[23] The Authorization Application indicates that the Representative Plaintiff seeks to institute the Quebec Class Action on behalf of all persons in Quebec who have been prescribed and consumed any one or more of the opioids manufactured, marketed, distributed and/or sold by the defendants to the Quebec Class Action between 1996 and the present day and who suffer or have suffered from Opioid Use Disorder, according to the diagnostic criteria described in the Authorization Application (inclusive of the direct heirs of any deceased persons who meet the aforementioned criteria but, exclusive of any person's claim, or any portion thereof, in respect of the drugs OxyContin or OxyNeo, subject to a settlement agreement entered into in the Court File No. 200-06-000080-070).

4.1 Certain Events Preceding the Representative Plaintiff's Motion for the Appointment Order

1. The Representative Plaintiff, through the Proposed Representative Counsel, was advised of the commencement of the Chapter 11 Proceedings and the Canadian Recognition Proceedings more than 15 months ago on August 23, 2022 by way of email to counsel in the Quebec Class Action and the Honourable Justice Morrison (the "August 23 Notice"). Since the delivery of the August 23 Notice, the Representative Plaintiff has not taken any formal steps in the Recognition Proceedings or, to the Information Officer's knowledge, the Chapter 11 Proceedings, until serving its notice of motion for the proposed Appointment Order on October 16, 2023. A copy of the August 23 Notice is attached to the Axell Affidavit as Exhibit "N".

2. The Proposed Representative Counsel first contacted counsel to the Information Officer by email on December 1, 2022 to inquire as to how it may be added to a service list within the Chapter 11 Proceedings. By responding email dated December 2, 2022, counsel to the Information Officer provided information to the Proposed Representative Counsel regarding certain resources and contact details that would assist it in remaining apprised of these Proceedings. Such information included directions on subscribing to the Docket such that the Proposed Representative Counsel could receive daily updates regarding the materials filed in the Chapter 11 Proceedings. A copy of the aforementioned correspondence is attached as Appendix "K".

3. On June 28, 2023, the Proposed Representative Counsel contacted a representative of the Information Officer by email to raise inquiries regarding the PPOC Trust, the filing of a proof of claim in the Chapter 11 Proceedings and measures taken to protect the assets of Paladin (the "June 28 Email"). Following certain responding emails between the Information Officer's counsel and the Proposed Representative Counsel on June 28, 2023 (collectively, the "June 28 Responding Emails"), a call was scheduled to discuss the inquiries raised by the Proposed Representative Counsel on June 29, 2023. Copies of the June 28 Email and the June 28 Responding Emails are attached as Appendices "L" and "M", respectively.

4. By letter dated June 30, 2023 (the "June 30 Letter"), the Proposed Representative Counsel advised the Information Officer of its concerns regarding, among other things, the treatment of the Canadian creditors of Paladin and the validity of the secured guarantees granted by the Canadian Debtors. A copy of the June 30 Letter is attached as Appendix "N".

5. At the request of the Proposed Representative Counsel, the Information Officer's counsel forwarded the June 30 Letter to the Canadian Debtors' counsel, who confirmed that it would, in turn, forward the June 30 Letter to the Debtors' counsel. The Information Officer confirmed having done so by email dated July 4, 2023 (the "July 4 Email"). In the July 4 Email, the Information Officer also advised the Proposed Representative Counsel that the Canadian Debtors' counsel intended to contact the Proposed Representative Counsel separately to discuss the issues raised in the June 30 Letter. A copy of the July 4 Email is attached as Appendix "O".

6. On July 11, 2023, the Canadian Debtors' counsel delivered a letter to the Proposed Representative Counsel in response to the June 30 Letter (the "July 11 Letter"). In the July 11 Letter, the Canadian Debtors' counsel noted, among other things, that: (i) the OCC already acted as a fiduciary for Canadian Personal Injury Claimants; (ii) the OCC had already negotiated the PPOC Trust, which would achieve a recovery for present private opioid claimants in circumstances where Endo was unable to repay in full its first lien indebtedness; (iii) the Committees had already extensively investigated the validity and enforceability of the security interests and liens granted by the Prepetition Secured Parties; (iv) given the role of the OCC, the Canadian Debtors would oppose any motion to appoint the Proposed Representative Counsel to represent the interests of Canadian Personal Injury Claimants; and (v) any representative counsel motion would need to proceed at first instance before the US Court overseeing the Chapter 11 Proceedings. A copy of the July 11 Letter is attached to the Axell Affidavit as Exhibit "V".

7. On July 18, 2023, the Proposed Representative Counsel contacted the Canadian Debtors' counsel by email to request that it be provided with the guarantees, deeds of hypothec and security agreements (collectively, the "Guarantee and Security Documents") executed in connection with the Canadian Debtors' guarantee of the Prepetition First Lien Indebtedness. By emails dated July 20 and 24, 2023 (together, the "July Emails"), counsel to the Canadian Debtors provided the Guarantee and Security Documents requested by the Proposed Representative Counsel. Copies of the July Emails are attached as Exhibit "O" to the Axell Affidavit.

8. The Information Officer is not aware of any further correspondence from, or requests made by, the Proposed Representative Counsel between July 24, 2023 and October 16, 2023 (being the date when the Representative Plaintiff served its motion for the Appointment Order). In that time, the Information Officer has not been apprised of any particular concerns regarding the validity or enforceability of the Guarantee and Security Documents.

9. The Information Officer's Ontario counsel has conducted a preliminary review of the Guarantee and Security Documents, and is of the view that, subject to customary qualifications and assumptions, the (i) Guarantee and Security Documents, on their face, constitute valid and binding obligations of the Canadian Debtors, and (ii) create valid security interests in the property of the Canadian Debtors described therein.[24]

[24] The Information Officer and its counsel have not conducted an independent review of the issues raised by the Proposed Representative Counsel in the June 30 Letter and no security opinions have been rendered to date. The Information Officer expects to request that its counsel, and its counsel's local provincial agents, deliver security opinions in connection with any motion brought by the Foreign Representative for the recognition and enforcement of the Sale Order (should it be granted by the US Court).

4.2 Recommendation

1. For the reasons that follow, the Information Officer respectfully recommends that this Court dismiss the Representative Plaintiff's motion for the proposed Appointment Order.

2. The Proposed Representative Counsel and the Foreign Representative do not agree on the source of this Court's jurisdiction to appoint representative counsel in a proceeding, such as the Recognition Proceedings, that has been recognized as a "foreign main proceeding" under Part IV of the CCAA. Nor do the Proposed Representative Counsel and the Foreign Representative agree upon this Court's jurisdiction to appoint representative counsel to act in a "foreign main proceeding", such as the Chapter 11 Proceedings, absent the approval of the applicable foreign court, as is contemplated under the proposed Appointment Order.

3. The Proposed Representative Counsel and the Foreign Representative do, however, agree that this Court has broad jurisdiction to grant any order it considers appropriate in the Recognition Proceedings. The exercise of such jurisdiction is discretionary and is informed by the circumstances of the Recognition Proceedings and the purposes of the CCAA, including the purposes of Part IV of the CCAA.[25] As the Proposed Representative Counsel and the Foreign Representative also agree, the exercise of this Court's discretion may be informed by the non-exhaustive factors articulated in *Canwest Publishing Inc.* ("*Canwest*"), and applied in other plenary proceedings under the CCAA.[26] The non-exhaustive factors set out in *Canwest* include the position of the Court-appointed officer with respect to the proposed appointment of representative counsel.[27]

4. The Information Officer supports the arguments raised in the Foreign Representative's factum, but has focused in this Report on factual matters relating to the relief sought as well as the Information Officer's position with respect to the relief.

---

[25] The Information Officer notes that section 44 of the CCAA provides, in relevant part, that "[t]he purpose of this Part is to provide mechanisms for dealing with cases of cross-border insolvencies and to promote (a) cooperation between the courts and other competent authorities in Canada with those of foreign jurisdictions in cases of cross-border insolvencies; cooperation between the courts and other competent authorities in Canada with those of foreign jurisdictions in cases of cross-border insolvencies; (b) greater legal certainty for trade and investment; (c) the fair and efficient administration of cross-border insolvencies that protects the interests of creditors and other interested persons, and those of debtor companies; (d) the protection and the maximization of the value of debtor company's property; and (e) the rescue of financially troubled businesses to protect investment and preserve employment."

[26] *Canwest Publishing Inc.*, 2010 ONSC 1328 at para 21.

[27] *Ibid.* The Information Officer notes that the non-exhaustive factors enumerated in *Canwest* also include: (i) the vulnerability and resources of the group sought to be represented; (ii) any benefit to the companies under CCAA protection; (iii) any social benefit to be derived from representation of the group; (iv) facilitation of the administration of the proceedings and efficiency; (v) avoidance of a multiplicity of legal retainers; (vi) the balance of convenience and whether it is fair and just including to the creditors of the estate; and (vii) whether representative counsel has already been appointed for those who have similar interests to the group seeking representation and who is also prepared to act for the group seeking the order.

5. Having regard to the principles of comity underpinning Part IV of the CCAA and the non-exhaustive factors enumerated in *Canwest*, the Information Officer is of the view that the proposed Appointment Order is not appropriate in the circumstances. In particular, the Information Officer notes that:

The Principles of Comity:

a) The principle of comity, as reflected in part in section 44 of the CCAA, dictates that Canadian courts cooperate with, and recognize and enforce the judicial acts of, other jurisdictions, where those jurisdictions have assumed jurisdiction on a basis consistent with principles of order, predictability, and fairness.

b) In this case, this Court has already determined that the Canadian Debtors' "centre of main interest" is in the U.S. and that the Chapter 11 Proceedings are a "foreign main proceeding" under Part IV of the CCAA.

c) Consistent with the foregoing determinations, the Chapter 11 Proceedings, and the Mediation ordered by the US Court therein, have served as the central forum in which the Debtors and their various stakeholders, including Canadian stakeholders, have sought and obtained relief and raised objections for the US Court's consideration. Certain of the stated objectives for the Representative Plaintiff's and the Proposed Representative Counsel's appointment are precluded by or appear to have the effect of circumventing orders granted in the US Court (and in some cases recognized by this Court).

d) Further, certain of the concerns raised by the Representative Plaintiff are premised on matters that have not yet been considered by the US Court, including the resolution achieved by the OCC and memorialized in the OCC Resolution Term Sheet.

e) For the above-mentioned reasons, the Information Officer is of the view that the appropriate forum for such relief is the Chapter 11 Proceedings, and that its resolution by the US Court will promote judicial efficiency.

The Vulnerability and Resources of the Canadian Personal Injury Claimants:

a) It does not appear to the Information Officer that any party disputes that Canadian Personal Injury Claimants, like all other Opioid Claimants of which they are a part, are a vulnerable group. Indeed, it is in part for this reason that the US Trustee appointed the OCC in the Chapter 11 Proceedings.

b) The Information Officer is not aware of any factors that differentiate the vulnerability of Canadian Personal Injury Plaintiffs from other Opioid Claimants so as to warrant the appointment of separate or additional counsel.

The Benefits to the Canadian Debtors or the Debtors (if any) and *the Facilitation of the Recognition Proceedings and the Chapter 11 Proceedings*:

a) These Proceedings are now well advanced having been ongoing for more than 15 months.

b) Based on the stated objectives for the Representative Plaintiff's and the Proposed Representative Counsel's appointment, the Siminovitch Affidavit and the Supplemental Siminovitch Affidavit, it is not clear that the Representative Plaintiff and the Proposed Representative Counsel have received a mandate or request to act from a group of Canadian Injury Personal Claimants. Moreover, if such a mandate exists, it is unclear as to whether there is practically much for the Proposed Representative Counsel to accomplish.

c) As noted above, (i) the claims process in the Chapter 11 Proceedings, which has been recognized by this Court and by which the Canadian Injury Personal Claimants are bound, has been conducted and the Bar Dates have passed, (ii) the Challenge Period has elapsed and the Committees have taken the requisite steps to protect their rights to pursue the Challenge Complaints, which remain in abeyance and have neither been settled nor released, and (iii) the OCC has negotiated a resolution for the benefit of all Opioid Claimants that timely filed proofs of claim and elect to participate in the PPOC Trust.

d) In the Information Officer's view, there is little to suggest that the Representative Plaintiff and the Proposed Representative Counsel will, if appointed, be able to take steps that are facilitative (and not disruptive) in these Proceedings or achieve a different outcome for Canadian Personal Injury Claimants given the advanced stage of these Proceedings.

e) In addition, in the Information Officer's view, there is nothing to preclude the Representative Plaintiff and the Proposed Representative Counsel from continuing to engage and appear in these Proceedings on their own behalf absent the Appointment Order in compliance with existing orders of the US Court and this Court.

The Avoidance of a Multiplicity of Legal Retainers:

a) While there may be no other Canadian counsel appointed in respect of Opioid Claimants, this is not a plenary CCAA proceeding nor a case in which the appointment of representative counsel will avoid a multiplicity of legal retainers, improving efficiencies and simplifying these Proceedings. To the contrary, the Information Officer's view is that the appointment of the Proposed Representative Counsel and the Representative Plaintiff is duplicative of the OCC's role and that of its legal and financial advisors.

The Balance of the Convenience and Whether it is Just and Fair:

a) The OCC has been appointed to act as the fiduciary of all Opioid Claimants since September 2, 2022 in recognition of the outsized role that the Company's potential opioid liabilities played in the Debtors' decision to commence the Chapter 11 Proceedings, and the importance of providing Opioid Claimants with the ability to participate in the Chapter 11 Proceedings by and through an official committee.

b) Since its appointment and as discussed in this Report, the OCC has taken numerous steps to ensure that the interests and concerns of Opioid Claimants, as a whole, are raised in the Chapter 11 Proceedings and reflected in the US Court's orders that have been or may be recognized in the Recognition Proceedings.

c) The Debtors and their various stakeholders have taken steps in these Proceedings based on the OCC's objections and articulated concerns.

d) The Representative Plaintiff and the Proposed Representative Counsel have not, to date, formally participated in these Proceedings and, as noted previously, appear to be precluded from advancing certain of their stated objectives if appointed.

e) If this Court is of the view that further inquiries need to be made to address the Representative Plaintiff's concerns, the Information Officer is well-positioned to pursue them.

f) In all the circumstances, the Information Officer is of the view that the balance of convenience favours the Foreign Representative that opposes the granting of the proposed Appointment Order.

Whether Representative Counsel has Already Been Appointed:

a) Shortly after the Chapter 11 Proceedings' inception, the US Trustee appointed two fiduciaries to advance and safeguard the interests of unsecured creditors. First, the UCC with respect to non-opioid-related creditors. Second, the OCC with respect to opioid-related creditors. Each of the UCC and the OCC are comprised of multiple representatives and have the benefit of sophisticated legal and financial advisors.

b) The OCC's mandate involves maximizing value for all Opioid Claimants, wherever located.

c) In furtherance of its mandate, the OCC has: (i) conducted an extensive investigation of estate claims; (ii) in conjunction with the UCC, advanced the Joint Standing Motion within the Challenge Period; (iii) filed objections in the Chapter 11 Proceedings to ensure that the interests of Opioid Claimants are protected; (iv) engaged in the Mediation; and (v) negotiated the resolution memorialized in the OCC Resolution Term Sheet that is expected to result in the PPOC Trust to be funded in the amount of $119.2 million, in which the Canadian Personal Injury Claimants that timely filed proofs of claim will be eligible to participate.

d) Therefore, a representative and their counsel has already been appointed for the benefit of Opioid Claimants, including Canadian Personal Injury Claimants, and has been actively engaged, and obtained material benefits, in the Chapter 11 Proceedings on their behalf.

5.0 Overview of the Information Officer's Activities

1. Since the date of the Third Report, the activities of the Information Officer have included, among other things:

   a) corresponding with the Canadian Debtors' counsel, and Bennett Jones LLP, the Information Officer's counsel, regarding various matters in these Proceedings;

   b) monitoring the Docket and attending hearings of the US Court in the Chapter 11 Proceedings via telephone to remain apprised of material updates therein;

   c) reviewing amendments to the Bar Date Order;

   d) reviewing the proposed Sale Order and the various ancillary documents filed in connection therewith;

   e) reviewing the declarations filed in support of the proposed Sale Order;

   f) reviewing the numerous objections filed in connection with the proposed Sale Order and the replies thereto;

   g) reviewing the Voluntary Canadian Government Term Sheet, the Voluntary Public School Districts Term Sheet, and the USG Term Sheet;

   h) corresponding with certain of the Canadian Debtors' creditors and their counsel, including, the Proposed Representative Counsel and Canadian counsel to certain of the DMPs;

   i) engaging in discussions with management to the Canadian Debtors and assisting the Canadian Debtors with certain creditor matters; and

   j) preparing this Report.

6.0 Conclusion and Recommendation

1. Based on the foregoing, the Information Officer recommends that this Court deny the relief sought by the Representative Plaintiff pursuant to the Appointment Order.

* * *

All of which is respectfully submitted,

KSV RESTRUCTURING INC. AS
INFORMATION OFFICER OF PALADIN LABS CANADIAN HOLDING INC.
AND PALADIN LABS INC.,
AND NOT IN ITS PERSONAL CAPACITY

Appendix “C”

Fifth Report of KSV Restructuring Inc. as Information Officer of Paladin Labs Canadian Holding Inc. and Paladin Labs Inc.

January 22, 2024

Contents Page

Appendices

COURT FILE NO.: CV-22-00685631-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF PALADIN LABS CANADIAN HOLDING INC. AND PALADIN LABS INC.

APPLICATION OF PALADIN LABS INC. UNDER SECTION 46 OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

FIFTH REPORT OF KSV RESTRUCTURING INC. AS INFORMATION OFFICER

January 22, 2024

1.0 Introduction

1. On August 16, 2022 (the "Petition Date"), Endo International plc. ("Endo Parent") and certain of its affiliates (collectively, the "Debtors", and together with their non-debtor affiliates, "Endo" or the "Company"), including Paladin Labs Inc. ("Paladin") and Paladin Labs Canadian Holding Inc. ("Paladin Holding" and jointly with Paladin, the "Canadian Debtors"), commenced proceedings (the "Chapter 11 Proceedings") by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "US Court").

2. On August 17, 2022, the Debtors filed several first day motions in the Chapter 11 Proceedings (collectively, the "First Day Motions"). On August 18, 2022, the US Court granted multiple orders in respect of the First Day Motions (collectively, the "First Day Orders"), including, among others, the Foreign Representative Order,[1] which authorized Paladin to act as the foreign representative of the Debtors (the "Foreign Representative").

3. In its capacity as Foreign Representative, Paladin brought an application (the "Recognition Application") before the Ontario Superior Court of Justice (Commercial List) (this "Court") for recognition of the Chapter 11 Proceedings under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA" and the proceedings thereunder, the "Recognition Proceedings"). In connection with the Recognition Application, this Court granted the following orders:

[1] As defined in the First Supplemental Order (as defined below).

a) an Interim Order (Foreign Proceeding) dated August 17, 2022 (the "Interim Order"), among other things, granting a stay of proceedings in respect of the Canadian Debtors, the property and business of the Canadian Debtors, any subsidiary, affiliate or related party of Endo Parent or any Canadian Debtor that is a defendant in Canadian litigation proceedings or subject to any other proceedings in Canada (the "Canadian Litigation Defendants"), and the directors and officers of the Canadian Debtors and the Canadian Litigation Defendants;

b) an Initial Recognition Order (Foreign Main Proceeding) dated August 19, 2022 (the "Initial Recognition Order"), among other things:

   i) recognizing the Chapter 11 Proceedings as a "foreign main proceeding" and recognizing Paladin as the "foreign representative" in respect of the Chapter 11 Proceedings, as such terms are defined in section 45 of the CCAA; and

   ii) declaring that the Interim Order shall be of no further force or effect upon the effectiveness of the Initial Recognition Order and the First Supplemental Order (as defined below); and

c) a Supplemental Order (Foreign Main Proceeding) dated August 19, 2022 (the "First Supplemental Order"), *inter alia*:

   i) recognizing certain of the First Day Orders of the US Court;

   ii) granting a stay of proceedings in respect of the Canadian Debtors, the property and business of the Canadian Debtors, the Canadian Litigation Defendants, and the directors and officers of the Canadian Debtors and the Canadian Litigation Defendants; and

   iii) appointing KSV Restructuring Inc. ("KSV") as information officer in respect of the Recognition Proceedings (in such capacity, the "Information Officer").

4. On September 28, 2022, the US Court heard several second day motions filed by the Debtors in the Chapter 11 Proceedings and entered certain orders in respect of such motions (collectively, the "Second Day Orders"). Certain of the Second Day Orders, which are summarized in the Information Officer's First Report to Court dated October 10, 2022, and the Affidavit of Daniel Vas sworn October 7, 2022, were recognized and enforced by this Court pursuant to an order issued on October 13, 2022 (the "Second Supplemental Order").

5. Since the issuance of the Second Supplemental Order, this Court has granted two further supplemental orders recognizing and enforcing orders of the US Court. The most recent of such supplemental orders was granted on April 25, 2023 (the "Fourth Supplemental Order") and recognized and enforced the Bidding Procedures Order and the Bar Date Order.[2]

6. On October 16, 2023, Jean-François Bourassa (the "Representative Plaintiff") served a notice of motion for an order (the "Appointment Order"), among other things:

   a) appointing the Representative Plaintiff to represent the interests of all Canadian victims who were harmed as a result of using Paladin's opioid drugs sold in Canada (collectively, the "Canadian Personal Injury Claimants") in the Recognition Proceedings and, as necessary, in the Chapter 11 Proceedings; and

   b) appointing Fishman Flanz Meland Paquin LLP and Trudel Johnston & Lespérance as counsel to the Canadian Personal Injury Claimants in the Recognition Proceedings and, as necessary, in the Chapter 11 Proceedings.

7. The Representative Plaintiff's motion for the proposed Appointment Order was heard on December 4, 2023, and opposed by the Foreign Representative and the Ad Hoc First Lien Group. The Representative Plaintiff's motion was dismissed on December 6, 2023, with reasons to follow. The endorsement of the Honourable Chief Justice Morawetz dismissing the Representative Plaintiff's motion was issued on January 17, 2024, and is attached as Appendix "A".

8. On January 12, 2024, the US Court entered an order (the "Disclosure Statement Order"), among other things:

   a) conditionally approving the *Disclosure Statement With Respect to the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* (the "Disclosure Statement");

   b) scheduling a combined hearing (the "Combined Hearing") for the final approval of the Disclosure Statement and confirmation of the *Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors* (as may be amended from time to time, the "Plan");

   c) authorizing the Debtors to solicit votes on the Plan;

   d) approving (i) the manner and forms of notice of the Combined Hearing, (ii) the Plan solicitation materials and documents to be included in the solicitation packages (collectively, the "Solicitation Packages"), (iii) the form and manner of the publication notice of the Combined Hearing (the "Publication Notice"), (iv) the form and methods of distributing the Solicitation Packages, (v) the procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan and Disclosure Statement (the "Solicitation and Voting Procedures"), (vi) the forms of ballots and master ballots for voting on the Plan

[2] Each as defined in the Fourth Supplemental Order.

(collectively, the "Ballots"), (vii) the form and manner of notice to attorneys representing holders of certain claims, (viii) the form of notice to be sent to Contract Notice Parties describing the Plan Assumption and Assignment Procedures, and (ix) the form of notice to be sent to counterparties to Executory Contracts and Unexpired Leases that will be rejected under the Plan; and

e) establishing the dates and deadlines for confirmation of the Plan and final approval of the Disclosure Statement (the "Confirmation Timeline").

9. The Foreign Representative is now seeking to have this Court recognize and enforce the Disclosure Statement Order in Canada pursuant to an order under Section 49 of the CCAA (the "Fifth Supplemental Order").

10. This Report has been prepared and will be filed with this Court by KSV in its capacity as the Information Officer.

1.1 Purposes of this Report

1. The purposes of this Report are to:

a) provide an update with respect to the Chapter 11 Proceedings;

b) provide a summary of the activities of the Information Officer since the date of the Information Officer's Fourth Report to Court dated November 29, 2023 (the "Fourth Report"); and

c) recommend that this court grant the relief being sought by the Foreign Representative pursuant to the proposed Fifth Supplemental Order.

1.2 Currency

1. All currency references in this Report are to U.S. dollars, unless otherwise stated.

1.3 Defined Terms

1. Capitalized terms not otherwise defined in this Report have the meanings given to them in the Fourth Report, the fourth affidavit of Daniel Vas sworn January 18, 2024 (the "Fourth Vas Affidavit"), the Plan or the Disclosure Statement, as applicable. A copy of the Fourth Report (without appendices) is attached as Appendix "B". Copies of the Plan and the Disclosure Statement are attached to the Fourth Vas Affidavit as Exhibits "C" and "D", respectively.

1.4 Restrictions

1. In preparing this Report, the Information Officer has relied upon unaudited financial information prepared by the Debtors' representatives, the Debtors' books and records and discussions with the Canadian Debtors' counsel.

2. The Information Officer has not performed an audit or other verification of such information. An examination of the Debtors' financial forecasts as outlined in the *Chartered Professional Accountants of Canada Handbook* has not been performed. Future oriented financial information relied upon in this Report is based on the Debtors' assumptions regarding future events; actual results achieved may vary from this information and these variations may be material.

3. The Information Officer expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in this Report or relied upon by the Information Officer in its preparation of this Report.

2.0 Background

1. The Canadian Debtors are part of a global specialty pharmaceutical group that produces and sells both generic and branded products. Endo Parent is an Irish publicly-traded company headquartered in Dublin, Ireland.

2. While Endo's global headquarters are in Ireland, the majority of its business is conducted in the U.S. Indeed, in 2021, Endo earned approximately 97% of its total consolidated revenue from customers in the U.S. The Company's U.S. headquarters is located in Malvern, Pennsylvania and its primary U.S. manufacturing facility is located in Rochester, Michigan.

3. Paladin is Endo's Canadian operating company. Paladin sells specialty pharmaceutical products that it owns, licenses or distributes to a variety of customers, including wholesalers, hospitals, governmental entities and pharmacies. Paladin Holding is a holding company that owns all of the shares of Paladin.

4. Of the approximately 1,560 employees employed by the Debtors as of the Petition Date, 98 were employees of Paladin. None of Paladin's employees are unionized.

5. Endo's financial performance preceding the Petition Date had been negatively impacted by several factors, including a significant decline in revenues and increased generic competition relating to Vasostrict, Endo's single largest product by revenue in 2021, and the significant amount of opioid-related and other litigation facing the Company. In light of its financial performance and challenging circumstances, Endo's highly-leveraged capital structure – including approximately $8.15 billion in principal amount of secured and unsecured indebtedness, which is guaranteed by the Canadian Debtors – and related debt servicing costs became unsustainable.

6. Further information concerning the Debtors' background, corporate structure, prepetition capital structure and indebtedness, and the events preceding the Chapter 11 Proceedings was provided in the Affidavit of Daniel Vas sworn August 17, 2022 and the Declaration of Mark Bradley dated August 16, 2022 attached as Exhibit "E" thereto. Such information includes a description of the guarantees provided, and security interests granted, by the Canadian Debtors to secure Endo's obligations under a senior secured revolving credit facility, a senior secured term loan facility, three series of first lien notes, and one series of second lien notes.

7. All materials filed with this Court in these Recognition Proceedings are available on the Information Officer's website at: https://www.ksvadvisory.com/experience/case/endo. All materials filed in the Chapter 11 Proceedings are available on the following website (the "Docket") established by Kroll Restructuring Administration LLC, in its capacity as the US Court-appointed claims and noticing agent: https://restructuring.ra.kroll.com/endo/Home-Index.

3.0 The Plan and Disclosure Statement

1. The Disclosure Statement Order, the Disclosure Statement and the Plan were preceded by the Bar Date Order and the Bidding Procedures Order. The Bar Date Order, the Bidding Procedures Order and the stalking horse sale process (the "Sale Process") and claims process (the "Claims Process") approved pursuant thereto were supported by certain of the Debtors' key stakeholders as a result of resolutions reached in the Mediation and reflected in the Resolution Stipulation and the Amended RSA. The Mediation, the Bar Date Order, the Sale Process, the Claims Process, the Bidding Procedures Order, and the resolutions memorialized in the Resolution Stipulation were discussed in detail in the Fourth Report and are described in the Fourth Vas Affidavit. Such details are not repeated herein.

2. As of the date of the Fourth Report, and as described therein, the Mediation had facilitated resolutions among the Debtors, the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, the Non-RSA 1Ls, the Official Committee of Unsecured Creditors (the "UCC"), the Official Committee of Opioid Claimants (the "OCC", and together with the UCC, the "Committees"), the legal representative for future claimants appointed by the US Court (the "FCR"), His Majesty the King in Right of the Province of British Columbia and each of the other Canadian provinces and territories (collectively, the "Canadian Provinces"), the Multi-State Endo Executive Committee (the "Multi-State EC"), certain public school districts in the United States (the "Public School Districts"), and a group of distributors, manufacturers and pharmacies (the "DMPs"). Since the date of the Fourth Report, an agreement has also been reached with the U.S. Government regarding the key economic terms of a potential resolution of all U.S. Government claims against the Debtors, including civil and criminal opioid and non-opioid claims.[3]

3. Given the broad consensus reached among the Debtors and their key stakeholders, the Debtors have determined to effectuate the foregoing resolutions pursuant to the proposed Plan instead of an independent sale transaction. Accordingly, on December 19, 2023, the Debtors filed the:

    a) *Motion to Approve / Debtors' Motion for an Order (I) Scheduling a Combined Hearing for Approval of the Disclosure Statement and Confirmation of the Plan; (II) Conditionally Approving the Adequacy of the Disclosure Statement; (III) Approving (A) Procedures for Solicitation, (B) Forms of Ballots and Notices, (C) Procedures for Tabulation of Votes, and (D) Procedures for Objections; and (IV) Granting Related Relief* (the "Disclosure Statement Motion");

[3] As noted in the Fourth Vas Affidavit, certain material terms essential to a comprehensive settlement with the U.S. Government remain subject to discussion.

b) Plan; and

c) Disclosure Statement.

4. A copy of the Disclosure Statement Motion (without exhibits) is attached to the Fourth Vas Affidavit as Exhibits "B". Concurrently with filing the Disclosure Statement, Endo Parent published a scheme circular (the "Scheme Circular") describing the terms of a scheme of arrangement under Part 9 of the Irish Companies Act 2014 (the "Scheme"), which is intended to operate in parallel with the Plan to implement certain of its terms as a matter of Irish Law.[4]

5. The following sections provide an overview of the Disclosure Statement Order and the Plan. A review of these sections is not a substitute for reading the Disclosure Statement Order, the Disclosure Statement or the Plan. Creditors are strongly encouraged to read the Disclosure Statement Order, the Disclosure Statement and the Plan in their entirety.

3.1 The Disclosure Statement Order and the Solicitation and Voting Procedures

1. The Disclosure Statement Order was unopposed and was entered by the US Court on January 12, 2024.[5]

2. As referenced above, the Disclosure Statement Order, among other things, conditionally approves the Disclosure Statement, schedules the Combined Hearing, authorizes the Debtors to solicit votes on the Plan, establishes the Confirmation Timeline, and approves the Solicitation Packages, Solicitation and Voting Procedures, the Publication Notice and the Ballots.

3. The Confirmation Timeline is set out in its entirety within the Fourth Vas Affidavit. Among other material steps, the Confirmation Timeline contemplates:

   a) a voting record date of January 2, 2024;

   b) a solicitation deadline of January 25, 2024, or as soon as reasonably practicable thereafter (the "Solicitation Deadline");

   c) a publication deadline of January 25, 2024 (the "Publication Deadline");

   d) an adequate assurance/contract rejection objection deadline of February 9, 2024 at 4:00 p.m. (prevailing Eastern Time);

[4] In connection with the Scheme, the Debtors sought authorization from the US Court for Endo Parent to enter into an Irish Law governed deed poll of indemnity and contribution (the "Deed of Indemnity and Contribution"), pursuant to which Endo Parent would agree to guarantee all liabilities of all other Debtors, save for certain exceptions. As described in the Disclosure Statement, all holders of claims subject to the Deed of Indemnity and Contribution will be entitled to enforce the Deed of Indemnity and Contribution directly against Endo Parent and, accordingly, are creditors or contingent creditors, as the case may be, of Endo Parent entitled to vote on the Scheme. The Solicitation and Voting Procedures provide that a vote submitted in respect of the Plan shall automatically also constitute a direction to the Chairperson of the relevant Scheme Meeting to cast a proxy vote on behalf of such creditor in respect of the Scheme.

[5] As noted in the Fourth Vas Affidavit, the sole objection to the Disclosure Statement Motion was resolved in advance of the hearing of such motion.

e) a deadline to object to claims for voting purposes of February 14, 2024 at 4:00 p.m. (prevailing Eastern Time);

f) a plan supplement filing deadline of February 15, 2024;

g) a voting deadline of February 22, 2024 at 4:00 p.m. (prevailing Eastern Time) (the "Voting Deadline");

h) a Plan and Disclosure Statement objection deadline of February 22, 2024 at 4:00 p.m. (prevailing Eastern Time);

i) a deadline to file a voting report of March 7, 2024 at 4:00 p.m. (prevailing Eastern Time); and

j) a Combined Hearing date of March 19, 2024 at 10:00 a.m. (prevailing Eastern Time), subject to the US Court's availability.

4. Pursuant to the Disclosure Statement Order, the Debtors are required to submit the Publication Notice for publication in each of *The New York Times* (National Edition and International Edition), the *Wall Street Journal*, *The Times*, *The Globe and Mail* (National Canadian Edition), *The Financial Times* (UK Edition and International Edition), *The Irish Times*, and *The Irish Independent* by the Publication Deadline or as soon as reasonably practicable thereafter. Further, the Debtors are required to distribute the Solicitation Packages on or before the Solicitation Deadline.

5. The contents of each of the Solicitation Packages to be distributed to holders of claims in the Voting Classes and Non-Voting Classes (each as defined below) are prescribed within the Disclosure Statement Order. In each case, they include, among other things, instructions for accessing a copy of the Disclosure Statement Order, the Disclosure Statement, the Scheme Circular and the Combined Hearing Notice. Instructions for accessing the Solicitation and Voting Procedures and copies of the letters recommending acceptance of the Plan from each of the Committees (together, the "Letters of Support") are also included within the Solicitation Packages to be distributed to holders of claims in the Voting Classes. Pursuant to the Disclosure Statement Order, the US Court has conditionally determined that the Solicitation Packages provide the holders of Claims entitled to vote on the Plan with adequate information to make informed decisions with respect to voting on the Plan.

6. The Disclosure Statement Order authorizes Kroll Restructuring Administration LLC, in its capacity as the Debtors' solicitation agent (in such capacity, the "Solicitation Agent"), to assist the Debtors with respect to each of the following matters:

a) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by holders of claims against the Debtors;

b) responding to inquiries from holders of claims and Interests and other parties-in-interest relating to the Disclosure Statement, the Plan, the Ballots, the Solicitation Packages, and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan;

c) soliciting votes on the Plan; and

d) if necessary, contacting creditors regarding the Plan.

7. As discussed below, the Plan and the Solicitation and Voting Procedures contemplate that holders of claims in 21 classes of creditors are entitled to vote to accept or reject the Plan (collectively, the "Voting Classes"). Holders of claims in 6 other classes of creditors under the Plan are deemed to accept or reject the Plan and are therefore not entitled to vote thereon (collectively, the "Non-Voting Classes").

8. The Non-Voting Classes include the following:

   a) holders of claims in Class 1 (Priority Non-Tax Claims) and Class 2 (Other Secured Claims), which are unimpaired under the Plan and, therefore, are conclusively presumed to have accepted the Plan;

   b) holders of claims or interests in Class 15 (Subordinated, Recharacterized, or Disallowed Claims) and Class 16 (Existing Equity Interests), which are not entitled to a distribution under the Plan and, therefore, are deemed to reject the Plan; and

   c) holders of claims in Class 13 (Intercompany Claims) and Class 14 (Intercompany Interests), the treatment of which is at the discretion of the Debtors (subject to the consent of certain parties), that will be presumed to accept or reject the Plan on the basis of such treatment, as applicable.

9. Holders of claims in Class 1 (Priority Non-Tax Claims), Class 2 (Other Secured Claims), Class 15 (Subordinated, Recharacterized, or Disallowed Claims) and Class 16 (Existing Equity Interests) will be provided with Notices of Non-Voting Status. Pursuant to the Disclosure Statement Order, the Debtors are not required to provide the holders of claims in Class 13 (Intercompany Claims) and Class 14 (Intercompany Interests) with such notices or Solicitation Packages.

10. The forms of Ballots approved pursuant to the Disclosure Statement Order and contemplated by the Solicitation and Voting Procedures comprise of a single form of ballot for use by holders of claims in 14 of the 21 Voting Classes and two forms of master ballots, being Notes Master Ballots and Non-Notes Master Ballots. In accordance with the Solicitation and Voting Procedures, claims in the following Non-Notes Master Ballot Classes will be accorded one vote, valued at one dollar on a non-priority, unsecured basis, and temporarily allowed, in each case, for voting purposes only: Class 4(C) (Mesh Claims); Class 4(D) (Ranitidine Claims); Class 4(E) (Generics Price Fixing Claims); Class 4(F) (Reverse Payment Claims); Class 6(A) (State Opioid Claims); Class 6(B) (Local Government Opioid Claims); Class 6(C) (Tribal Opioid Claims); Class 7(A) (PI Opioid Claims); Class 7(B) (NAS PI Claims); Class 7(C) (Hospital Opioid Claims); Class 7(D) (TPP Claims); Class 7(E) (IERP II Claims); Class 8 (Public School District Claims); Class 9 (Canadian Provinces Claims); Class 10 (Settling Co-Defendant Claims); Class 11 (Other Opioid Claims); and Class 12 (EFBD Claims).

11. To be counted as votes to accept or reject the Plan, votes must be submitted on an appropriate Ballot and delivered so that they are actually received by the Solicitation Agent no later than the Voting Deadline.

3.2 The Plan

1. The Canadian Debtors are subject to the proposed Plan. The key elements of the Plan are discussed in the Disclosure Statement and described in the Fourth Vas Affidavit.

2. The Plan, together with the PSA and the transactions contemplated thereby (collectively, the "Plan Transaction"), are intended to effectuate a comprehensive restructuring of the Debtors and the numerous resolutions that the Debtors have reached with their key stakeholders in the Chapter 11 Proceedings and the Mediation, including the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, the Non-RSA 1Ls, the Committees, the FCR, the Canadian Provinces, the Multi-State EC, the Public School Districts, and the DMPs. If the Plan is implemented in accordance with its terms:

    a) substantially all of the business and assets of the Debtors, including the Canadian Debtors, will be sold and transferred, free and clear of all claims and encumbrances, other than assumed liabilities and permitted encumbrances, to purchaser entities formed by the Ad Hoc First Lien Group (the "Purchaser Entities") and the equity interests of certain other Debtors and non-Debtor affiliates will be sold and transferred to the applicable Purchaser Entities, in each case, pursuant to a Purchase and Sale Agreement (the "PSA");[6]

    b) the holders of Allowed First Lien Claims will receive 96.30% of the equity of the Purchaser Parent (subject to certain dilution) that will directly or indirectly own the Purchaser Entities;

    c) the resolutions achieved in the Mediation will be effectuated and unsecured creditors will receive cash or other consideration as set forth in the Plan in full and final satisfaction of their claims; and

    d) certain releases and injunctions will be granted.

3. The Disclosure Statement describes the categorization and treatment of the 21 Voting Classes and the 6 Non-Voting Classes under the Plan in detail. A summary of such categorization and treatment, as excerpted from the Disclosure Statement, is set out in the Fourth Vas Affidavit and is attached as Appendix "C" for ease of reference.[7]

[6] As described in the Fourth Vas Affidavit, the PSA remains subject to negotiation between the Debtors and the Ad Hoc First Lien Group. The Debtors currently anticipate that both the Canadian Debtors will sell and transfer substantially all of their business and assets to a corporation incorporated under the laws of Quebec pursuant to the PSA (the "Canadian Purchaser").

[7] As described within the Disclosure Statement, over 900,000 proofs of claim were filed in the Claims Process by the General Bar Date. Approximately 885,000 of such proofs of claim did not state a claim amount. The proofs of claim that did state a claim amount asserted claims in the aggregate amount of $975 billion. As set out in the Disclosure Statement, such claims are generally unsecured, contingent, unliquidated and/or disputed and relate to opioid products, mesh

4. The implementation of the Plan in respect of the Canadian Debtors is subject to this Court granting an order recognizing the Confirmation Order, if granted by the US Court, and the Plan.

5. At this time, the Foreign Representative is not seeking approval of the Plan or the PSA. Additional details concerning each of the Plan and the PSA will be provided by the Information Officer in connection with any future motion of the Foreign Representative for recognition and enforcement of the Confirmation Order, if granted.

3.3 Plan Releases

1. The Plan incorporates consensual third-party releases, providing each creditor with the option to either grant or not grant such releases. Principally, these releases include the following:

    a) the GUC Releases to be granted by the GUC Releasing Parties, encompassing the GUC Trust, its sub-trusts, and non-opioid unsecured creditors whose claims are channeled to these trusts; and

    b) the Non-GUC Releases to be granted by the Non-GUC Releasing Parties, including creditors and interest holders outside the GUC Releasing Parties, such as public and private opioid claimants.[8]

2. How and whether a holder of a claim in one of the Voting Classes provides releases under the Plan is informed by the nature of such holder's claim and voting decision, including their decision to abstain from voting. Namely:

    a) with respect to holders of claims in Class 4(B) (Other General Unsecured Claims), Class 4(C) (Mesh Claims), Class 4(D) (Ranitidine Claims), Class 7(A) (PI Opioid Claims), Class 7(B) (NAS PI Claims), Class 7(E) (IERP II Claims), Class 11 (Other Opioid Claims), and Class 12 (EFBD Claims):

        i) if such holder votes to accept the Plan, they will be deemed to consent to the applicable releases;

        ii) if such holder votes to reject the Plan, they will be deemed to have opted out of the applicable releases but may nonetheless affirmatively opt in to grant the applicable releases. If such holder has a Trust Channeled Claim, opting in to grant the applicable releases may entitle such holder to receive an additional payment as provided in the Plan;

products, or ranitidine products allegedly manufactured or sold by the Debtors. For these reasons, the Debtors have not provided estimated recoveries for each of the classes under the Plan.

[8] Subject to certain exceptions, the beneficiaries of the GUC Releases and the Non-GUC Releases include, among others, each Prepetition Secured Party, the Ad Hoc First Lien Group, the Ad Hoc Cross-Holder Group, the OCC, the UCC, the FCR, the Multi-State EC, the Debtors, the Post-Emergency Entities and the Debtors' directors and officers.

iii) if such holder abstains from voting on the Plan, they will be deemed to have opted out of the applicable releases but may nonetheless affirmatively opt in to grant the applicable releases. If such holder has a Trust Channeled Claim, opting in to grant the applicable releases may entitle such holder to receive an additional payment as provided in the Plan; and

iv) if such holder fails to return a Ballot, they will be deemed to have opted out of the applicable releases; and

b) with respect to holders of Claims in Class 3 (First Lien Claims), Class 4(A) (Second Lien Deficiency and Unsecured Notes Claims), Class 4(E) (Generics Price Fixing Claims), Class 4(F) (Reverse Payment Claims), Class 6(B) (Local Government Opioid Claims), Class 6(C) (Tribal Opioid Claims), Class 7(C) (Hospital Opioid Claims), Class 7(D) (TPP Claims), Class 8 (Public School District Claims), Class 9 (Canadian Provinces Claims), and Class 10 (Settling Co-Defendant Claims):

i) if such holder votes to accept the Plan, they will be deemed to consent to the applicable releases;

ii) if such holder votes to reject the Plan, they will be deemed to have opted out of the applicable releases but may nonetheless affirmatively opt in to grant the applicable releases. If such holder has a Trust Channeled Claim (other than a Tribal Opioid Claim or Canadian Provinces Claim), opting in to grant the applicable releases may entitle such holder to receive an additional payment as provided in the Plan;

iii) if such holder abstains from voting on the Plan, they will be deemed to consent to the applicable releases and, if such holder holds a Trust Channeled Claim (other than a Tribal Opioid Claim or Canadian Provinces Claim), they may be entitled to receive an additional payment as provided in the Plan. If such holder abstains from voting on the Plan and wishes to opt out of the applicable releases, they must affirmatively opt out of the applicable releases;

iv) if such holder has potential claims in Class 7(D) (TPP Claims), an election to grant the applicable releases (or deemed granting of the applicable releases) will be conditional until such holder determines whether they hold a Class 7(D) TPP Claim against the Debtors; and

v) if such holder fails to return a Ballot, they will be deemed to consent to the applicable releases.

3. The foregoing releases, deeming provisions and opt in and opt out mechanics are described in the Disclosure Statement and the Letters of Support. Additionally, the Plan's release, exculpation and injunction provisions are attached as an exhibit to each of the Ballots and Notices of Non-Voting Status.

4. If implemented, the Plan will release and discharge, as of the Effective Date, all claims, interests, and causes of action against the Debtors, their estates, and assets and properties, irrespective of whether a proof of claim was filed in the Chapter 11 Proceedings. Parties that did not file a proof of claim by the applicable bar date are not however, deemed to grant the GUC Releases or Non-GUC Releases under the Plan.

3.4 Notable Anticipated Impacts to Canadian Stakeholders

1. The Plan Transaction, if consummated, is expected to result in the transfer of substantially all of the business and assets of the Canadian Debtors to the Canadian Purchaser. Other key features of the Plan Transaction, as they relate to the Canadian Debtors and Canadian creditors include the following:

    a) Employee Transition: All or substantially all of the employees of the Canadian Debtors are contemplated to be transferred to the Canadian Purchaser under the PSA and the Plan. These employees would be provided with a position, responsibilities, wage or salary, and compensation and benefits, no less favorable than those in effect prior to the Effective Date, for at least one year following the Effective Date, or a longer period as required by applicable law; and

    b) Unsecured Creditor Recoveries: Unsecured creditors holding Allowed Claims will be eligible to obtain recoveries in accordance with the terms of the Plan. Subject to meeting the applicable eligibility requirements under the Plan:

        i) Canadian claimants that hold Allowed General Unsecured Claims will be entitled to receive a pro rata distribution from the GUC Trust;

        ii) Canadians with PI Opioid Claims will be entitled to a pro rata distribution from the PI Trust, which PI Trust is expected to receive approximately 44.5% of the US$119.7 million of PPOC Trust Consideration to be paid over two years (or US$89.7 million if paid in full on the Effective Date of the Plan);

        iii) the Canadian Provinces will be entitled to participate in the Canadian Provinces Trust, receiving their proportionate share of up to US$7.25 million;

        iv) Canadian First Nations and Canadian Municipalities with Allowed Other Opioid Claims will be entitled to a distribution from the Other Opioid Claims Trust, expected to have aggregate Other Opioid Consideration of up to US$200,000;[9] and

        v) holders of Settling Co-Defendant Claims will receive the treatment set out in the DMP Stipulation.

[9] The Information Officer understands that the Debtors' preliminary analysis of the proofs of claim submitted in the Claims Process suggests that the only Other Opioid Claims are those held by certain Canadian First Nations and Canadian Municipalities.

3.5 Recommendation

1. The Information Officer is of the view that the proposed Fifth Supplemental Order is reasonable and appropriate for the following reasons:

    a) the granting of the proposed Fifth Supplemental Order would be consistent with the integrated nature of the Debtors' operations in the US and Canada and the principles of comity;

    b) the Debtors have made extensive efforts to achieve resolutions with their stakeholders within the Chapter 11 Proceedings and the Mediation. These efforts resulted in the implementation of the Sale Process and the Claims Process and allowed the Debtors to bring forward the Disclosure Statement Motion on an unopposed basis in furtherance of their restructuring objectives and the anticipated confirmation and implementation of the Plan;

    c) the US Court has yet to approve the Plan Transaction, including the Plan and the PSA and no relief is sought by the Foreign Representative under the proposed Fifth Supplemental Order in connection therewith. Rather, the relief sought on the within motion is limited to recognition and enforcement of the Disclosure Statement Order, which conditionally approves a comprehensive solicitation process that will enable Canadian creditors and other stakeholders to receive notice of, and make an informed decision as to whether to vote to accept or reject, the Plan;

    d) given the Debtors' determination to pursue a chapter 11 plan, the Disclosure Statement Order reflects the logical and necessary next step in the Debtors' restructuring, with a view to effectuating a going concern and comprehensive solution for the challenges facing the Debtors, the benefit of which will accrue to Canadian stakeholders such as employees, vendors and customers;

    e) notice of the Disclosure Statement and the Plan will be provided to holders of claims and interests in the Voting Classes and Non-Voting Classes and widely publicized, including in *The Globe and Mail* (National Canadian Edition); and

    f) the Information Officer is not aware of any objection having been filed in the Chapter 11 Proceedings by a Canadian stakeholder in respect of the Disclosure Statement Order.

4.0 Overview of the Information Officer's Activities

1. Since the date of the Fourth Report, the activities of the Information Officer have included, among other things:

    a) corresponding with the Canadian Debtors' counsel, and Bennett Jones LLP, the Information Officer's counsel, regarding various matters in the Chapter 11 Proceedings and these Recognition Proceedings;

    b) monitoring the Docket and attending hearings of the US Court in the Chapter 11 Proceedings via telephone to remain apprised of material updates therein;

c) attending the hearing of the Representative Plaintiff's motion for the proposed Appointment Order;

d) reviewing the Disclosure Statement Order, the Disclosure Statement and the Plan;

e) corresponding with certain of the Canadian Debtors' creditors and their counsel;

f) engaging in discussions with management to the Canadian Debtors and assisting the Canadian Debtors with certain creditor matters; and

g) preparing this Report.

5.0 Conclusion and Recommendation

1. Based on the foregoing, the Information Officer recommends that this Court grant the relief being sought by the Foreign Representative pursuant to the proposed Fifth Supplemental Order.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

KSV RESTRUCTURING INC. AS
INFORMATION OFFICER OF PALADIN LABS CANADIAN HOLDING INC.
AND PALADIN LABS INC.,
AND NOT IN ITS PERSONAL CAPACITY

Appendix “D”

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
1	Priority Non-Tax Claims	Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, on the later of (i) the Effective Date; and (ii) the date that is 30 days after the date such Priority Non-Tax Claim becomes an Allowed Claim or, in each case, as soon as reasonably practicable thereafter, each holder of an Allowed Priority Non-Tax Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such holder's Allowed Priority Non-Tax Claim, (1) Cash in an amount equal to such Allowed Priority Non-Tax Claim; or (2) such other treatment that shall render such claim Unimpaired under the Bankruptcy Code. ***Impairment***: Unimpaired ***Entitlement to Vote***: No (conclusively presumed to accept)
2	Other Secured Claims	Except to the extent that a holder of an Allowed Other Secured Claim against the Debtors agrees to a less favorable treatment of such Claim, each holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Claim, at the sole option of the Debtors or the applicable Post-Emergence Entities, as applicable: (i) Cash in an amount equal to such Claim, payable on the later of (1) the Effective Date; (2) the date that is a maximum of 30 days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim; or (3) such other date as agreed to by the Debtors or the applicable Post-Emergence Entities, as applicable, and such holder, or as soon after the applicable of the foregoing clause (1), (2), or (3) as is reasonably practicable; (ii) delivery of collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code; or (iii) such other treatment rendering such holder's Allowed Other Secured Claim Unimpaired under the Bankruptcy Code; provided, that, Other Secured Claims that arise in the ordinary course of the Debtors' business and that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business in accordance with the terms thereof. ***Impairment***: Unimpaired ***Entitlement to Vote***: No (conclusively presumed to accept)

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
3	First Lien Claims	Except to the extent that a holder of an Allowed First Lien Claim agrees to less favorable treatment, on the Effective Date, each holder of an Allowed First Lien Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Claim, such holder's pro rata share of: (i) 96.30% of the Purchaser Equity (subject to dilution by any issuances of Purchaser Equity under or pursuant to (1) the Rights Offerings and the Backstop Commitment Agreements; and (2) the Management Incentive Plan); (ii) (1) if the Exit Minimum Cash Sweep Trigger occurs, Cash from the Exit Minimum Cash Sweep; and/or (2) the net proceeds of the Syndicated Exit Financing, if any, after giving effect to the transactions occurring on the Effective Date; and/or (3) the New Takeback Debt; (iii) the First Lien Accrued and Unpaid Adequate Protection Payments; and (iv) the First Lien Subscription Rights. ***Impairment***: Impaired ***Entitlement to Vote***: Yes
4(A)	Second Lien Deficiency and Unsecured Notes Claims	Except to the extent that a holder of a Second Lien Deficiency Claim or Unsecured Notes Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Second Lien Deficiency Claims and Unsecured Notes Claims, the GUC Trust shall receive the GUC Trust Consideration in accordance with the GUC Trust Documents, and (i) holders of Allowed Second Lien Deficiency Claims and Allowed Unsecured Notes Claims shall receive GUC Subscription Rights; provided, that, the exercise of such GUC Subscription Rights shall be subject to the terms and conditions set forth in the GUC Rights Offering Documents; and (ii) on the Effective Date, each Second Lien Deficiency Claim and each Unsecured Notes Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the GUC Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by, the GUC Trust and such Claim shall thereafter be asserted exclusively against the GUC Trust. The sole recourse of any holder of a Second Lien Deficiency Claim or an Unsecured Notes Claim on account thereof shall be to the GUC Trust and only in accordance with the terms, provisions, and procedures of the GUC Trust Documents, which shall provide that such Claims shall be Allowed in the amounts set forth above and administered by the GUC Trust and holders of Allowed Second Lien Deficiency Claims and

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		Allowed Unsecured Notes Claims shall receive: (1) such holders' applicable share of the GUC Trust Purchaser Equity; and (2) such holders' pro rata share of GUC Trust Class A Units. *Incremental Trust Distributions in Exchange for Granting GUC Releases*. The procedures governing Distributions set forth in the GUC Trust Documents shall provide for an additional payment by the GUC Trust to any holder of an Allowed Second Lien Deficiency Claim or Allowed Unsecured Notes Claim who is entitled to receive a Distribution from the GUC Trust and who grants or is deemed to grant, as applicable, the GUC Releases. Such additional payment from the GUC Trust shall be in exchange for such holder's granting or being deemed to grant, as applicable, the GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to Section 4.4(e)(ii) of the Plan, by (ii) a multiplier of 4x. Notwithstanding the foregoing, Section 4.4(f) of the Plan shall not apply with respect to GUC Subscription Rights or any Purchaser Equity issued or distributed as a result of the exercise of GUC Subscription Rights as contemplated by Section 4.4(e)(i) of the Plan. ***Impairment***: Impaired ***Entitlement to Vote***: Yes
4(B)	Other General Unsecured Claims	Except to the extent that a holder of an Other General Unsecured Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Other General Unsecured Claims, (i) the GUC Trust shall receive the GUC Trust Consideration in accordance with the GUC Trust Documents; and (ii) each Other General Unsecured Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the GUC Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by the GUC Trust, and such Other General Unsecured Claim shall thereafter be asserted exclusively against the GUC Trust and treated solely in accordance with the terms, provisions, and procedures of the GUC Trust Documents, which shall provide that Other General Unsecured Claims shall be either Allowed and administered by the GUC Trust or otherwise Disallowed and released in full. Holders of Allowed Other General Unsecured Claims shall receive a recovery, if any, from the GUC Trust Consideration. The sole recourse of any holder of an Other General Unsecured Claim on account thereof shall be to the GUC Trust and only in accordance with

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		the terms, provisions, and procedures of the GUC Trust Documents. *Incremental Trust Distributions in Exchange for Granting GUC Releases*. The procedures governing Distributions set forth in the GUC Trust Documents shall provide for an additional payment by the GUC Trust to any holder of an Allowed Other General Unsecured Claim who is entitled to receive a Distribution from the GUC Trust and who grants or is deemed to grant, as applicable, the GUC Releases. Such additional payment from the GUC Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the GUC Trust Documents, by (ii) a multiplier of 4x. Notwithstanding the foregoing, Section 4.5(d) of the Plan shall not apply with respect to GUC Subscription Rights or any Purchaser Equity issued or distributed as a result of the exercise of GUC Subscription Rights. ***Impairment***: Impaired ***Entitlement to Vote***: Yes
4(C)	Mesh Claims	Except to the extent that a holder of a Mesh Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Mesh Claims, (i) the GUC Trust shall receive the GUC Trust Consideration, including the Mesh Claims Trust Consideration, in accordance with the Mesh Claims Trust Documents; and (ii) each Mesh Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the GUC Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by the GUC Trust. Mesh Claims shall be exclusively handled by the Mesh Claims Trust, which shall be funded with the Mesh Claims Trust Consideration in accordance with the Mesh Claims Trust Documents, and Mesh Claims shall be treated solely in accordance with the terms, provisions, and procedures of the Mesh Claims Trust Documents, which shall provide that Mesh Claims shall be either Allowed and administered by the Mesh Claims Trust or otherwise Disallowed and released in full. Holders of Allowed Mesh Claims shall receive a recovery, if any, from the Mesh Claims Trust Consideration and shall be entitled to no other asset of the GUC Trust. The sole recourse of any holder of a Mesh Claim on account thereof shall be to the Mesh Claims Trust and only in accordance with the terms, provisions, and procedures of the Mesh Claims Trust Documents.

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		Incremental Trust Distributions in Exchange for Granting GUC Releases. The procedures governing Distributions set forth in the Mesh Claims Trust Documents shall provide for an additional payment by the Mesh Claims Trust to any holder of an Allowed Mesh Claim who is entitled to receive a Distribution from the Mesh Claims Trust and who grants or is deemed to grant, as applicable, the GUC Releases. Such additional payment from the Mesh Claims Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the Mesh Claims Trust Documents, by (ii) a multiplier of 4x. ***Impairment***: Impaired ***Entitlement to Vote***: Yes
4(D)	Ranitidine Claims	Except to the extent that a holder of a Ranitidine Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Ranitidine Claims, (i) the GUC Trust shall receive the GUC Trust Consideration, including the Ranitidine Claims Trust Consideration, in accordance with the Ranitidine Claims Trust Documents; and (ii) each Ranitidine Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the GUC Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by the GUC Trust. Ranitidine Claims shall be exclusively handled by the Ranitidine Claims Trust, which shall be funded with the Ranitidine Claims Trust Consideration in accordance with the Ranitidine Claims Trust Documents, and Ranitidine Claims shall be treated solely in accordance with the terms, provisions, and procedures of the Ranitidine Claims Trust Documents, which shall provide that Ranitidine Claims shall be either Allowed and administered by the Ranitidine Claims Trust or otherwise Disallowed and released in full. Holders of Allowed Ranitidine Claims shall receive a recovery, if any, from the Ranitidine Claims Trust Consideration and shall be entitled to no other asset of the GUC Trust. The sole recourse of any holder of a Ranitidine Claim on account thereof shall be to the Ranitidine Claims Trust and only in accordance with the terms, provisions, and procedures of the Ranitidine Claims Trust Documents. *Incremental Trust Distributions in Exchange for Granting GUC Releases*. The procedures governing Distributions set forth in the Ranitidine Claims Trust Documents shall provide for an additional payment by the Ranitidine Claims Trust to any holder of an Allowed Ranitidine Claim who

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		is entitled to receive a Distribution from the Ranitidine Claims Trust and who grants or is deemed to grant, as applicable, the GUC Releases. Such additional payment from the Ranitidine Claims Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the Ranitidine Claims Trust Documents, by (ii) a multiplier of 4x. ***Impairment***: Impaired ***Entitlement to Vote***: Yes
4(E)	Generics Price Fixing Claims	Except to the extent that a holder of a Generics Price Fixing Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Generics Price Fixing Claims, (i) the GUC Trust shall receive the GUC Trust Consideration, including the Generics Price Fixing Claims Trust Consideration, in accordance with the Generics Price Fixing Claims Trust Documents; and (ii) each Generics Price Fixing Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the GUC Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by the GUC Trust. Generics Price Fixing Claims shall be exclusively handled by the Generics Price Fixing Claims Trust, which shall be funded with the Generics Price Fixing Claims Trust Consideration in accordance with the Generics Price Fixing Claims Trust Documents, and Generics Price Fixing Claims shall be treated solely in accordance with the terms, provisions, and procedures of the Generics Price Fixing Claims Trust Documents, which shall provide that Generics Price Fixing Claims shall be either Allowed and administered by the Generics Price Fixing Claims Trust or otherwise Disallowed and released in full. Holders of Allowed Generics Price Fixing Claims shall receive a recovery, if any, from the Generics Price Fixing Claims Trust Consideration and shall be entitled to no other asset of the GUC Trust. The sole recourse of any holder of a Generics Price Fixing Claim on account thereof shall be to the Generics Price Fixing Claims Trust and only in accordance with the terms, provisions, and procedures of the Generics Price Fixing Claims Trust Documents. *Incremental Trust Distributions in Exchange for Granting GUC Releases*. The procedures governing Distributions set forth in the Generics Price Fixing Claims Trust Documents shall provide for an additional payment by the Generics Price Fixing Claims Trust to any holder of an Allowed Generics Price Fixing Claim who is entitled to receive a Distribution from

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		the Generics Price Fixing Claims Trust and who grants or is deemed to grant, as applicable, the GUC Releases. Such additional payment from the Generics Price Fixing Claims Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the Generics Price Fixing Claims Trust Documents, by (ii) a multiplier of 4x. ***Impairment***: Impaired ***Entitlement to Vote***: Yes
4(F)	Reverse Payment Claims	Except to the extent that a holder of a Reverse Payment Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Reverse Payment Claims, (i) the GUC Trust shall receive the GUC Trust Consideration, including the Reverse Payment Claims Trust Consideration, in accordance with the Reverse Payment Claims Trust Documents; and (ii) each Reverse Payment Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the GUC Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by the GUC Trust. Reverse Payment Claims shall be exclusively handled by the Reverse Payment Claims Trust, which shall be funded with the Reverse Payment Claims Trust Consideration in accordance with the Reverse Payment Claims Trust Documents, and Reverse Payment Claims shall be treated solely in accordance with the terms, provisions, and procedures of the Reverse Payment Claims Trust Documents, which shall provide that Reverse Payment Claims shall be either Allowed and administered by the Reverse Payment Claims Trust or otherwise Disallowed and released in full. Holders of Allowed Reverse Payment Claims shall receive a recovery, if any, from the Reverse Payment Claims Trust Consideration and shall be entitled to no other asset of the GUC Trust. The sole recourse of any holder of a Reverse Payment Claim on account thereof shall be to the Reverse Payment Claims Trust and only in accordance with the terms, provisions, and procedures of the Reverse Payment Claims Trust Documents. *Incremental Trust Distributions in Exchange for Granting GUC Releases*. The procedures governing Distributions set forth in the Reverse Payment Claims Trust Documents shall provide for an additional payment by the Reverse Payment Claims Trust to any holder of an Allowed Reverse Payment Claim who is entitled to receive a Distribution from the Reverse Payment Claims Trust and who grants or is deemed to grant, as

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		applicable, the GUC Releases. Such additional payment from the Reverse Payment Claims Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the Reverse Payment Claims Trust Documents, by (ii) a multiplier of 4x. ***Impairment***: Impaired ***Entitlement to Vote***: Yes
5	U.S. Government Claims	On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Claims, the holders of the U.S. Government Claims shall receive the U.S. Government Resolution Consideration pursuant to and in accordance with the terms of the U.S. Government Resolution Documents. ***Impairment***: Impaired ***Entitlement to Vote***: Yes
6(A)	State Opioid Claims	Except to the extent that a holder of a State Opioid Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the State Opioid Claims, (i) the Public Opioid Trust shall receive the Public Opioid Consideration in accordance with the Public Opioid Distribution Documents; and (ii) each State Opioid Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the Public Opioid Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by the Public Opioid Trust. The sole recourse of any holder of a State Opioid Claim on account thereof shall be to the Public Opioid Trust and only in accordance with the terms, provisions, and procedures of the Public Opioid Distribution Documents, pursuant to which any holder of a State Opioid Claim that votes to accept the Plan shall be deemed to hold an Allowed State Opioid Claim and shall be eligible to participate in the Public Opioid Trust, in each case, in accordance with the Public Opioid Distribution Documents. ***Impairment***: Impaired ***Entitlement to Vote***: Yes
6(B)	Local Government Opioid Claims	On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Claims, holders of Local

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		Government Opioid Claims shall be eligible to receive distributions from their respective State in accordance with such State's opioid abatement programs, subject to the laws and agreements of such State and such State's opioid abatement programs. For the avoidance of doubt, the treatment provided with respect to this Class 6(B) shall not prevent any Local Government from participating in its respective State's opioid abatement programs as provided by and in accordance with applicable State law and agreements, regardless of whether such Local Government filed a Local Government Opioid Claim and/or voted to accept or reject the Plan. ***Impairment***: Impaired ***Entitlement to Vote***: Yes
6(C)	Tribal Opioid Claims	Except to the extent that a holder of a Tribal Opioid Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Tribal Opioid Claims, (i) the Tribal Opioid Trust shall receive the Tribal Opioid Consideration in accordance with the Tribal Opioid Distribution Documents; and (ii) each Tribal Opioid Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the Tribal Opioid Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by the Tribal Opioid Trust. The sole recourse of any holder of a Tribal Opioid Claim on account thereof shall be to the Tribal Opioid Trust and only in accordance with the terms, provisions, and procedures of the Tribal Opioid Distribution Documents, which shall provide that (1) such Claims shall be either Allowed and administered by the Tribal Opioid Trust or otherwise Disallowed and released in full; and (2) holders of Tribal Opioid Claims shall receive the applicable shares of the Tribal Opioid Consideration allocated to such holders as set forth in the Tribal Opioid Distribution Documents, in each case, in accordance with and subject to the terms of the Tribal Opioid Distribution Documents. ***Impairment***: Impaired ***Entitlement to Vote***: Yes

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
7(A)	PI Opioid Claims	Except to the extent that a holder of a PI Opioid Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the PI Opioid Claims, (i) the PI Trust shall receive the PI Trust Share in accordance with the PI Trust Documents; and (ii) each PI Opioid Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the PPOC Trust pursuant to Section 10.9 of the Plan and subsequently channeled to the PI Trust, and all of the Debtors' liability for such Claim shall be assumed by the PI Trust and such PI Opioid Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the PI Trust Documents. Holders of Allowed PI Opioid Claims shall receive a recovery, if any, from the PI Trust Share, in each case, in accordance with and subject to the terms of the PI Trust Documents. *Incremental Trust Distributions in Exchange for Granting Non-GUC Releases*. The procedures governing Distributions set forth in the PI Trust Documents shall provide for an additional payment by the PI Trust to any holder of an Allowed PI Opioid Claim who is entitled to receive a Distribution from the PI Trust and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the PI Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the PI Trust Documents, by (ii) a multiplier of 4x. ***Impairment***: Impaired ***Entitlement to Vote***: Yes
7(B)	NAS PI Claims	Except to the extent that a holder of a NAS PI Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the NAS PI Claims, (i) the NAS PI Trust shall receive the NAS PI Trust Share in accordance with the NAS PI Trust Documents; and (ii) each NAS PI Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the PPOC Trust pursuant to Section 10.9 of the Plan and subsequently channeled to the NAS PI Trust, and all of the Debtors' liability for such Claim shall be assumed by the NAS PI Trust and such NAS PI Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the NAS PI Trust Documents. Holders of Allowed NAS PI Claims shall receive a recovery, if any, from the NAS PI Trust Share, in each case, in accordance with and subject to the terms of the NAS PI Trust Documents.

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		Incremental Trust Distributions in Exchange for Granting Non-GUC Releases. The procedures governing Distributions set forth in the NAS PI Trust Documents shall provide for an additional payment by the NAS PI Trust to any holder of an Allowed NAS PI Claim who is entitled to receive a Distribution from the NAS PI Trust and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the NAS PI Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the NAS PI Trust Documents, by (ii) a multiplier of 4x. ***Impairment***: Impaired ***Entitlement to Vote***: Yes
7(C)	Hospital Opioid Claims	Except to the extent that a holder of a Hospital Opioid Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Hospital Opioid Claims, (i) the Hospital Trust shall receive the Hospital Trust Share in accordance with the Hospital Trust Documents; and (ii) each Hospital Opioid Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the PPOC Trust pursuant to Section 10.9 of the Plan and subsequently channeled to the Hospital Trust, and all of the Debtors' liability for such Claim shall be assumed by the Hospital Trust and such Hospital Opioid Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the Hospital Trust Documents. Holders of Allowed Hospital Opioid Claims shall receive a recovery, if any, from the Hospital Trust Share, in each case, in accordance with and subject to the terms of the Hospital Trust Documents. *Incremental Trust Distributions in Exchange for Granting Non-GUC Releases*. The procedures governing Distributions set forth in the Hospital Trust Documents shall provide for an additional payment by the Hospital Trust to any holder of an Allowed Hospital Opioid Claim who is entitled to receive a Distribution from the Hospital Trust and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the Hospital Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the Hospital Trust Documents, by (ii) a multiplier of 4x.

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		Impairment: Impaired ***Entitlement to Vote***: Yes
7(D)	TPP Claims	Except to the extent that a holder of a TPP Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the TPP Claims, (i) the TPP Trust shall receive the TPP Trust Share in accordance with the TPP Trust Documents; and (ii) each TPP Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the PPOC Trust pursuant to Section 10.9 of the Plan and subsequently channeled to the TPP Trust, and all of the Debtors' liability for such Claim shall be assumed by the TPP Trust and such TPP Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the TPP Trust Documents. Holders of Allowed TPP Claims shall receive a recovery, if any, from the TPP Trust Share, in each case, in accordance with and subject to the terms of the TPP PI Trust Documents. *Incremental Trust Distributions in Exchange for Granting Non-GUC Releases*. The procedures governing Distributions set forth in the TPP Trust Documents shall provide for an additional payment by the TPP Trust to any holder of an Allowed TPP Claim who is entitled to receive a Distribution from the TPP Trust and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the TPP Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the TPP Trust Documents, by (ii) a multiplier of 4x. ***Impairment***: Impaired ***Entitlement to Vote***: Yes
7(E)	IERP II Claims	Except to the extent that a holder of an IERP II Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the IERP II Claims, (i) the IERP Trust II shall receive the IERP Trust II Share in accordance with the IERP Trust II Documents; and (ii) each IERP II Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the PPOC Trust pursuant to Section 10.9 of the Plan and subsequently channeled to the IERP Trust II, and all of the Debtors' liability for such Claim shall be assumed by the IERP Trust II

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		and such IERP II Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the IERP Trust II Documents. Holders of Allowed IERP II Claims shall receive a recovery, if any, from the IERP Trust II Share, in each case, in accordance with and subject to the terms of the IERP Trust II Documents. *Incremental Trust Distributions in Exchange for Granting Non-GUC Releases*. The procedures governing Distributions set forth in the IERP Trust II Documents shall provide for an additional payment by the IERP Trust II to any holder of an Allowed IERP II Claim who is entitled to receive a Distribution from the IERP Trust II and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the IERP Trust II shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the IERP Trust II Documents, by (ii) a multiplier of 4x. ***Impairment***: Impaired ***Entitlement to Vote***: Yes
8	Public School District Claims	As of the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, all Allowed Public School District Claims, the Opioid School District Recovery Trust shall be funded with the Opioid School District Recovery Trust Consideration in accordance with the Opioid School District Recovery Trust Governing Documents. ***Impairment***: Impaired ***Entitlement to Vote***: Yes
9	Canadian Provinces Claims	Except to the extent that a holder of a Canadian Provinces Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Canadian Provinces Claims, (i) the Canadian Provinces Trust shall receive the Canadian Provinces Consideration in accordance with the Canadian Provinces Distribution Documents, pursuant to which the aggregate amount of Canadian Provinces Consideration shall be subject to adjustment depending on the number of Canadian Provinces that grant or are deemed to grant, as applicable, the Non-GUC Releases; and (ii) each Canadian Provinces Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the Canadian Provinces Trust pursuant to Section 10.9 of the Plan, and all

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		of the Debtors' liability for such Claim shall be assumed by the Canadian Provinces Trust. The sole recourse of any holder of a Canadian Provinces Claim on account thereof shall be to the Canadian Provinces Trust and only in accordance with the terms, provisions, and procedures of the Canadian Provinces Distribution Documents, which shall provide that (1) such Claims shall be either Allowed and administered by the Canadian Provinces Trust or otherwise Disallowed and released in full; and (2) the Canadian Provinces shall receive the applicable allocated portion of the Canadian Provinces Consideration set forth in the Canadian Provinces Term Sheet except as otherwise agreed between the Debtors, the Required Consenting Global First Lien Creditors, and the Canadian Provinces. ***Impairment***: Impaired ***Entitlement to Vote***: Yes
10	Settling Co-Defendant Claims	The DMP Stipulation and the DMP Stipulation Order are incorporated by reference into the Plan as though fully set forth therein. On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Claim, each holder of a Settling Co-Defendant Claim shall receive the treatment set forth in the DMP Stipulation, pursuant to which such Settling Co-Defendant Claims shall be released or subordinated, as applicable, by the applicable Settling Co-Defendants subject to the other terms and conditions of the DMP Stipulation. Notwithstanding anything in the Plan to the contrary, in the event of any inconsistency between any provision in the Plan relating to Settling Co-Defendant Claims and any provision in the DMP Stipulation, the DMP Stipulation shall govern; *provided*, *however*, *that*, notwithstanding anything in the Plan or in the DMP Stipulation or the DMP Stipulation Order to the contrary, nothing in the DMP Stipulation or the DMP Stipulation Order shall affect the discharge provided in Article X of the Plan. ***Impairment***: Impaired ***Entitlement to Vote***: Yes
11	Other Opioid Claims	Except to the extent that a holder of an Other Opioid Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the Other Opioid Claims, (i) the Other Opioid Claims Trust shall receive the Other Opioid Claims Trust Consideration in accordance with the Other Opioid Claims Trust Documents; and (ii) each Other Opioid Claim shall automatically, and without further act, deed, or court order, be

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		channeled exclusively to the Other Opioid Claims Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by the Other Opioid Claims Trust and such Other Opioid Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the Other Opioid Claims Trust Documents. Holders of Allowed Other Opioid Claims shall receive a recovery, if any, from the Other Opioid Claims Trust Consideration, in each case, in accordance with and subject to the terms of the Other Opioid Claims Trust Documents. *Incremental Trust Distributions in Exchange for Granting Non-GUC Releases*. The procedures governing Distributions set forth in the Other Opioid Claims Trust Documents shall provide for an additional payment by the Other Opioid Claims Trust to any holder of an Allowed Other Opioid Claim who is entitled to receive a Distribution from the Other Opioid Claims Trust and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the Other Opioid Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the Other Opioid Trust Documents, by (ii) a multiplier of 4x. ***Impairment***: Impaired ***Entitlement to Vote***: Yes
12	EFBD Claims	Except to the extent that a holder of an EFBD Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for the EFBD Claims, (i) the EFBD Claims Trust shall receive the EFBD Claims Trust Consideration in accordance with the EFBD Claims Trust Documents; and (ii) each EFBD Claim shall automatically, and without further act, deed, or court order, be channeled exclusively to the EFBD Claims Trust pursuant to Section 10.9 of the Plan, and all of the Debtors' liability for such Claim shall be assumed by the EFBD Claims Trust and such EFBD Claim shall be Allowed, Disallowed and released in full, or otherwise resolved, in each case, in accordance with the EFBD Claims Trust Documents. Holders of Allowed EFBD Claims shall receive a recovery, if any, from the EFBD Claims Trust Consideration, in each case, in accordance with and subject to the terms of the EFBD Claims Trust Documents; *provided*, *that*, the amount of any Distribution to a holder of an Allowed EFBD Claim on account of such Allowed EFBD Claim shall not exceed the amount of comparable Distributions provided by another Trust under the Plan to holders of similar Allowed Claims that were filed

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		before the General Bar Date and channeled to such other Trust under the Plan; *provided*, *further*, *that*, the procedures for determining the maximum amount of any Distribution to be made by the EFBD Claims Trust shall be substantially similar to those provided in the Future PI Trust Distribution Procedures. *Incremental Distributions in Exchange for Granting Non-GUC Releases*. The procedures governing Distributions set forth in the EFBD Claims Trust Documents shall provide for an additional payment by the EFBD Claims Trust to any holder of an Allowed EFBD Claim who is entitled to receive a Distribution from the EFBD Claims Trust and who grants or is deemed to grant, as applicable, the Non-GUC Releases. Such additional payment from the EFBD Claims Trust shall be in exchange for such holder granting or being deemed to grant, as applicable, the Non-GUC Releases and shall be calculated by multiplying (i) the amount of any Distribution to be made to such holder pursuant to the EFBD Claims Trust Documents, by (ii) a multiplier of 4x. For the avoidance of doubt, such additional amount shall in no event be greater than the additional amount provided to any holder of an Allowed Present Private Opioid Claim or an Allowed GUC Trust Channeled Claim, as applicable, who received an additional payment in exchange for granting or being deemed to grant, as applicable, the Non-GUC Releases or the GUC Releases, as applicable. ***Impairment***: Impaired ***Entitlement to Vote***: Yes
13	Intercompany Claims	On the Effective Date, each Intercompany Claim shall either be (i) reinstated; or (ii) settled or deemed automatically cancelled, extinguished, and discharged in the discretion of the Debtors, subject to the consent of the Required Consenting Global First Lien Creditors; provided, that, any Intercompany Claims of any Debtor (other than the Transferred Debtors) against any Purchaser Entity shall be cancelled, extinguished, and discharged. ***Impairment***: Unimpaired / Impaired ***Entitlement to Vote***: No (conclusively presumed to accept / deemed to reject)
14	Intercompany Interests	On the Effective Date, each Intercompany Interest shall either be (i) transferred, directly or indirectly, to the applicable Purchaser Entities; (ii) reinstated; or (iii) deemed automatically cancelled, extinguished, and discharged, in each case, in the discretion of the Debtors, subject to the

Class	Claim or Interest	Treatment / Impairment / Entitlement to Vote
		consent of the Required Consenting Global First Lien Creditors. ***Impairment***: Unimpaired / Impaired ***Entitlement to Vote***: No (conclusively presumed to accept / deemed to reject)
15	Subordinated, Recharacterized, or Disallowed Claims	On the Effective Date, each Subordinated, Recharacterized or Disallowed Claim, shall be cancelled, extinguished, and discharged, and each holder thereof shall not receive or retain any property under the Plan on account of such Claim. To the extent that any Claim in Class 15 arising out of or relating to Opioid-Related Activities or any Opioids or Opioid Products manufactured, marketed, or sold by the Debtors, including any Co-Defendant Claim, that is Disallowed pursuant to section 502(e) of the Bankruptcy Code is later Allowed in accordance with section 502(j) of the Bankruptcy Code, on the date of the Allowance of such Claim, such Claim shall automatically be subordinated pursuant to section 509(c) of the Bankruptcy Code and shall therefore be automatically deemed a Subordinated, Recharacterized, or Disallowed Claim and such Claim shall automatically be cancelled, extinguished, and discharged in accordance with Section 4.27(c) of the Plan. ***Impairment***: Impaired ***Entitlement to Vote***: No (deemed to reject)
16	Existing Equity Interests	On the Effective Date, each Existing Equity Interest, shall be cancelled, extinguished, and discharged, subject to applicable law, and each holder thereof shall not receive or retain any property under the Plan on account of such Existing Equity Interest. ***Impairment***: Impaired ***Entitlement to Vote***: No (deemed to reject)

Appendix “E”

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	Chapter 11
ENDO INTERNATIONAL plc, *et al.*,	:	Case No. 22-22549 (JLG)
Debtors.	:	(Jointly Administered)

DECLARATION OF CHRISTOPHER J. KEARNS
IN SUPPORT OF CONFIRMATION OF THE PLAN OF REORGANIZATION

I, Christopher J. Kearns, make this Declaration pursuant to 28 U.S.C. § 1746:

1. I am a Managing Director and Co-Head of Corporate Finance at Berkeley Research Group, LLC ("BRG"), the co-financial advisor to the Official Committee of Unsecured Creditors (the "Committee") of Endo International plc and its affiliated debtors (the "Debtors" or "Endo") since September 9, 2022.

2. I submit this declaration in support of confirmation of the *Third Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Dkt. No. 3695] (as may be further amended, modified or supplemented from time to time, the "Plan") and entry of the proposed order confirming the Plan (the "Confirmation Order"). I respectfully submit that approval of the Plan and entry of the Confirmation Order would be in the best interests of the estates and their unsecured creditors.[1]

Background and Prior Declarations

3. I previously submitted a Declaration in this matter (the "Original Kearns Declaration"), dated July 24, 2023 [Dkt. No. 2498], in support of the Debtors' sale motion. David

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

Kurtz, a representative of the Committee's investment banker (Lazard) at the time, likewise submitted a declaration at the same time (the "Kurtz Declaration"). [Dkt. No. 2499]. In those declarations, Mr. Kurtz and I described (among other things) (a) the initial landscape that the Committee faced in this case, including the initial proposed treatment of non-opioid general unsecured creditors; (b) the Committee's investigation and the joint standing motion filed with the Opioid Claimants' Committee; (c) the Committee's extensive efforts to negotiate with the Ad Hoc First Lien Group for an adequate package of consideration to be provided by the Purchaser Entities to non-opioid general unsecured creditors, and (d) the Committee's subsequent efforts to allocate the consideration negotiated for with the Ad Hoc First Lien Group among non-opioid general unsecured creditors and provide fair and appropriate treatment for each non-opioid unsecured creditor constituency. Mr. Kurtz and I each shared how we believed, based on our respective extensive experience over many years, that the Committee negotiated a fair deal (the "UCC Resolution," as defined in the Plan), based on good faith and arms' length negotiations, in a full and fair process, and one that was in the best interests of unsecured creditors.

4. Those two declarations (the Original Kearns Declaration and the Kurtz Declaration) – which I have annexed as Exhibits A and B hereto and respectfully incorporate by reference – are just as true and relevant today as they were when they were originally filed, and the UCC Resolution negotiated by the Committee at that time still forms the backbone of the resolution that is encompassed in the Plan today. I submit this additional declaration to describe the modifications made to the UCC Resolution, which at the timing of filing of the Original Kearns Declaration was to be implemented in the context of the Sale, in order to incorporate the UCC Resolution into the Plan.

Modifications Made to the UCC Resolution in the Plan Context

5. After the Original Kearns Declaration was filed, I understand that the advisors to the Ad Hoc First Lien Group and the Debtors continued to negotiate with various parties-in-interest who had objected to the proposed Sale, including the Department of Justice. I further understand that the Ad Hoc First Lien Group, the Debtors, and the Department of Justice reached an agreement in principle on the terms of a resolution that would resolve the Department of Justice's objections to the Sale. [Dkt. No. 3118]. I understand that the terms of the proposed resolution with the Department of Justice allowed the transactions and settlements contemplated under the Sale to be incorporated into a plan of reorganization.

6. Certain other modifications were made to the UCC Resolution to incorporate it into the Plan. The UCC Resolution originally contemplated that a GUC Trust would be formed, and that four sub-trusts would also be formed for reconciliation and distribution on account of specific categories of non-opioid general unsecured claims. That construct still holds true in the plan context, and non-opioid general unsecured creditors have been separated into various classes under the Plan depending on the consideration that they will receive and which trust they will receive it from:

- Class 4A Financial Creditors: Holders of the Debtors' $2.34 billion in Second Lien Notes Claims and Unsecured Notes Claims to receive Class A Units entitling them to approximately $23.3 million in cash and a 93.09% interest in the GUC Trust Litigation Consideration. In addition, the holders of Second Lien Notes Claims and Unsecured Notes Claims will receive the GUC Trust Purchaser Equity, and those noteholders that participated in the GUC Rights Offering will have the ability to purchase additional Purchaser Equity.

- Class 4B Other General Unsecured Claims: Holders of Other General Unsecured Claims will receive Class B Units entitling them to their portion of a reserve for such claims funded with $2 million in cash and the proceeds of a 1.80% interest in the GUC Trust Litigation Consideration.

- Class 4C Present Mesh Claims: Holders of Mesh Claims will recover from the Mesh Claims Trust, funded with $2 million in cash, 50% of the net proceeds of certain products liability policies allocable to liability for Mesh Claims, and a 1.75% interest in the GUC Trust Litigation Consideration. The remaining 50% of the net proceeds of certain products liability policies allocable to liability for Mesh Claims will be distributed to the GUC Trust.

- Class 4D Present Ranitidine Claims: Holders of Ranitidine Claims will recover from the Ranitidine Claims Trust, funded with $200,000 in cash and 20% of the net proceeds of certain products liability policies allocable to liability for Ranitidine Claims. The remaining 80% of the proceeds of certain products liability policies allocable to liability for Ranitidine Claims will be distributed as GUC Trust Litigation Consideration.

- Class 4E Generics Price Fixing Claims: Holders of Generics Price Fixing Claims will recover from the Generics Price Fixing Trust, which will be funded with $16 million in cash.

- Class 4F Reverse Payment Claims: Holders of Reverse Payment Claims will recover from the Reverse Payment Trust, which will be funded with $6.5 million in cash and a 3.36% interest in the GUC Trust Litigation Consideration.

7. The allocation of proceeds of the UCC Resolution into the six Plan sub-classes described above is consistent with the original terms of the UCC Resolution, and was negotiated in good faith and at arms' length, as described in the Original Kearns Declaration. I continue to believe that the UCC Resolution is a fair outcome for all non-opioid general unsecured creditors, and remains a good faith compromise of all claims and potential disputes between such creditors, as well as between the Committee, the Debtors, and the Ad Hoc First Lien Group.[2]

[2] These include the objections previewed in the *Objection of the Official Committee of Unsecured Creditors to the Debtors' Bidding Procedures and Sale Motion* [Docket No. 1144] and the *Objection of the Official Committee of Opioid Claimants to the Debtors' Motion for an Order (I) Establishing Bidding, Noticing, and Assumption and Assignment Procedures, (II) Approving Certain Transaction Steps, (III) Approving the Sale of Substantially All of the Debtors' Assets and (IV) Granting Related Relief* [Docket No. 1145], as well as the claims and controversies relating to the *Motion of the Official Committee of Unsecured Creditors and the Official Committee of Opioid Claimants for (I) Entry of an Order Granting Leave, Standing, and Authority to Commence and Prosecute Certain Claims on Behalf of the Debtors and (II) Settlement Authority in Respect of Such Claims* [Docket No. 1243] (the "Standing Motion"), and the claims and controversies relating to any potential standing motions which are subject to standstill pursuant to the Resolution Stipulation, the resolution of each of which was integral to resolving the Committees' Objections and, ultimately, obtaining the Committees support for confirmation of the Plan, which embodies the applicable terms of the UCC Resolution, the OCC Resolution and the Resolution Stipulation.

8. As stated in the Original Kearns Declaration, I continue to believe that the allocation of the consideration provided for in the UCC Resolution among Classes 4(A)-4(F) is a fair, reasonable and appropriate resolution of inter-unsecured creditor disputes and exercise of the Committee's fiduciary duty. It was reached after extensive, arm's length negotiations among sophisticated parties, with the extensive involvement of the mediator and the Committee professionals. Each of the negotiating counterparties had access to extensive information and analysis, supplied by the Committee professionals and the Debtors. In light of this process, the Committee determined that the proposed allocation (a) is consistent with the strengths and weaknesses of participating non-opioid unsecured creditors' claims, (b) is appropriate given the location of the claims in the Debtors' corporate structure (e.g., the specific Debtor entities implicated by the Standing Motion and related challenge complaints, against which the claims were made), (c) is fair, (d) avoids unnecessary disputes, and (e) facilitates the resolution of the chapter 11 cases for the benefit of all non-opioid general unsecured creditors. I understand that no beneficiaries of the GUC Trust have objected to the UCC Resolution, or the intercreditor allocation, which I believe also reflects the good faith nature of those resolutions.

9. The GUC Trust Agreement incorporates the terms of the UCC Resolution, as modified by the Plan, and was negotiated at arms' length between the Committee members (in their capacities as such) with the assistance of the Committee professionals.

10. The various agreements for the Distribution Sub-Trusts are in the process of being negotiated, at arms' length, between the Committee members (in their capacities as such) with the assistance of the Committee professionals. I understand that the Plan provides for the Distribution Sub-Trust Documents to be filed on the Bankruptcy Court docket, and that all parties-in-interest will have the opportunity to review and potentially object to those documents. Plan Section

5.20(b)(7)(vi). The process for approval of the Distribution Sub-Trust Documents is designed to ensure that those documents will be fair and reasonable with respect to their treatment of applicable non-opioid general unsecured creditors, and that parties-in-interest will have an opportunity to review those documents and have their issues, if any, addressed on appropriate notice.

11. The GUC Trust Documents and the Distribution Sub-Trust Documents are essential elements of the UCC Resolution and the Plan, are premised on the consideration provided under the UCC Resolution, and have been negotiated in good faith, at arm's length, and without collusion or fraud.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct.

New York, New York
March 7, 2024

/s/ *Christopher J. Kearns*
Christopher J. Kearns
Managing Director and
Co-Head of Corporate Finance
Berkeley Research Group, LLC

Exhibit A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	Chapter 11
ENDO INTERNATIONAL plc, *et al.*,	:	Case No. 22-22549 (JLG)
Debtors.	:	(Jointly Administered)

DECLARATION OF CHRISTOPHER J. KEARNS
IN SUPPORT OF ENTRY OF SALE ORDER

I, Christopher J. Kearns, make this Declaration pursuant to 28 U.S.C. § 1746:

1. I am a Managing Director and Co-Head of Corporate Finance at Berkeley Research Group, LLC ("BRG"), the co-financial advisor to the Official Committee of Unsecured Creditors (the "Committee") of Endo International plc and its affiliated debtors (the "Debtors" or "Endo") since September 9, 2022.

2. I submit this declaration in support of entry of the proposed order (the "Sale Order") (Dkt. No. 2413) approving, among other things, the sale of substantially all of the Debtors' assets and the series of Committee-related resolutions set forth therein. In this declaration, I also describe the relentless efforts of the Committee to fulfill its fiduciary and statutory duties and to achieve a significantly better outcome in these cases for non-opioid general unsecured creditors than was offered by the Debtors and ad hoc group of first lien creditors (the "1L Ad Hoc Group") at the outset of this case. On the Petition Date, under the restructuring support agreement (the "RSA") that the Debtors entered into with a majority of their first lien creditors immediately before the bankruptcy (Dkt. No. 20), non-opioid general unsecured creditors were going to receive near zero recoveries. Now, non-opioid general unsecured creditors will receive meaningful recoveries from the purchaser of the Debtors' assets as approved by the bidding procedures motion (the

"Purchaser") due to the Committee's efforts, and each of the Committee's constituencies has been accounted for.

3. Below, I address my involvement, and the involvement of my team at BRG, in the Committee's efforts. I understand that David S. Kurtz, the Vice Chairman of U.S. Investment Banking and Global Head of Restructuring and Capital Solutions at Lazard Frères & Co. LLC ("Lazard") is filing a declaration that speaks to elements of the case that he and the Lazard team led (the "Kurtz Declaration").

I. Background

4. I am a Certified Public Accountant, a Certified Insolvency and Restructuring Advisor, a Certified Turnaround Professional, and a Certified Fraud Examiner. I have over 40 years of financial experience as an auditor, corporate officer and, for approximately the past 32 years, as an advisor or crisis manager in bankruptcy and turnaround matters.

5. Prior to joining BRG in June 2015, I was one of the founding members of Capstone Advisory Group, LLC ("Capstone"), a financial services consulting firm, founded in January 2004, which provided a vast array of services to businesses. The services provided by Capstone included consultation in business turnaround and restructuring situations, workouts and reorganization, bankruptcy matters, crisis management, transaction advisory and due diligence services, forensic accounting, valuation and dispute resolution services. Prior to co-founding Capstone, from 1991 to 2004, I was a Senior Managing Director of FTI Consulting, Inc. ("FTI") (and predecessor firms) and the co-leader of FTI's New York office. My experience and client assignments during that period were substantially similar to the assignments I performed at Capstone. I have served as a principal financial advisor or testifying expert in numerous complex bankruptcies and restructurings. Representative engagements include SVB Financial Group, Brazos Electric Power Cooperative Inc., Peabody Energy Corp., Nortel, Hertz Global Holdings Inc., Chemtura

Corporation, Calpine Corporation, Schwinn, Southern Foods Group (Dean Foods), Molycorp, Inc., Starter Corporation, Eastman Kodak, Gleacher and Company, Mirant Corporation, Momentive Performance Materials, 21st Century Oncology Holdings, Caesars Entertainment Operating Company Inc., McClatchy Co., SunGard Availability Services, and Lyondell Chemical Company. I have also served as a testifying expert witness in matters concerning solvency, valuation, contract breach, lost profits and various financial/business issues in bankruptcy and restructuring.

6. Prior to 1991, I was employed by Bristol-Myers Squibb Company for approximately three years (including serving as Assistant Corporate Controller), and a major international public accounting firm for ten years in the mergers and acquisitions group, and in the audit practice.

7. Additionally, I have gained extensive knowledge and experience through my consultancy and work experience including in the areas of business turnaround and restructuring situations, out-of-court workouts, bankruptcy matters, crisis management, transaction advisory and due diligence services and dispute resolution.

8. My involvement in these bankruptcies has been extensive. In addition to attending almost all meetings of the full Committee and (separately) the Committee professionals, I have engaged in a near-constant flow of conversations with my team at BRG concerning the case, participated in countless informal discussions with my fellow Committee professionals at other firms, met with other major case parties and their professionals, and served as a principal Committee representative in the formal mediation established by the Court (discussed below), which began in January 2023 and continues today. In the approximately ten months since BRG's engagement, these tasks have required my regular, if not daily, attention.

II. The Committee

9. The Debtors filed their chapter 11 cases on August 16, 2022 (the "Petition Date"). On September 2, 2022, the United States Trustee appointed the Committee, as well as a separate Official Committee of Opioid Claimants (the "Opioid Committee"). The members of the Committee are: (a) AmerisourceBergen Drug Corporation, (b) Bayer AG, (c) U.S. Bank National Trust Company, National Association, as Indenture Trustee, (d) UMB Bank, National Association, as Indenture Trustee, (e) CQS Directional Opportunities Master Fund Limited, (f) AFSCME District Council 47 Health & Welfare Fund, and (g) Catherine Brewster.

10. The Committee retained Kramer Levin Naftalis & Frankel, LLP ("Kramer Levin") as counsel, Lazard Frères & Co. LLC as investment banker, BRG and Dundon Advisers LLC ("Dundon") as co-financial advisors, William Fry LLP as Irish counsel, Grant Thornton LLP as tax advisor, Gilbert LLP as special insurance co-counsel shared with the Future Claims Representative (the "FCR"), and Lowenstein Sandler LLP as special counsel (collectively, the "Committee Professionals"). Certain Committee members also retained individual counsel.

11. Since its appointment, the Committee has generally maintained standing weekly meetings of both the full Committee and (separately) of the Committee Professionals. Beyond these standing meetings, the Committee Professionals have participated in numerous discussions and meetings between and amongst themselves, and with individual members of the Committee. This is to say nothing of the Committee's engagement with other case parties, discussed further below.

III. The Initial Landscape of the Case and the Committee's Investigation

12. I understand that the Kurtz Declaration contains a description of the initial landscape that the Committee encountered at the outset of these cases. I join in his description, and will not repeat it here. Suffice it to say that, under the RSA, non-opioid general unsecured

creditors were slated to receive virtually no recovery. Dkt. No. 20. The Debtors contemplated the waiver and release of numerous claims, subject only to a limited exception. The Committee was offered a $50,000 investigation budget (to be shared with the Opioid Committee) and a 60-day period in which to investigate the prepetition secured parties' liens and claims, file a standing motion, and obtain standing to sue.

13. In short, the Debtors' initial proposed sale structure failed to respect the rights of non-opioid general unsecured creditors. As a result, the Committee resisted premature efforts to consummate the all-assets sale on terms opposed by a majority of creditors, undertook a thorough and diligent investigation of estate and other claims, and prepared for litigation.

14. The Committee's investigation began almost immediately upon its selection of counsel on September 7, 2022. Beginning that week and continuing throughout the fall, the Committee engaged in extensive diligence and discovery, both formal and informal.

15. As part of its investigation, the Committee also negotiated for and obtained authority to take discovery pursuant to Bankruptcy Rule 2004. On December 2, 2022, the Bankruptcy Court signed off on a stipulation and order authorizing the Committee to conduct examinations of the Debtors relating to nine "Rule 2004 Topics": (a) the extent (if any) to which the prepetition secured parties have perfected liens on cash; (b) the identity and value of the Debtors' unencumbered assets; (c) insider bonus and retention prepayments/executive compensation issues; (d) intercompany claims/recharacterization; (e) the Debtors' business plans, financial affairs, valuation, and decision to sell substantially all of their assets pursuant to Bankruptcy Code § 363, (f) tax-related issues (including prepetition tax matters and those that may relate to the proposed 363 sale); (g) prepetition M&A-style transactions, and prepetition debt or

equity issuances, repurchases, exchanges and related transactions; (h) issues arising from a legal malpractice claim; and (i) prepetition litigation and litigation settlements. *See* Dkt. No. 917.

16. In response to the Committee's formal and informal discovery and diligence efforts, the Debtors and their professionals provided the Committee and its professionals with extensive due diligence, multiple document productions, and several live presentations and Q&A sessions.

17. Over the course of several months, the Committee Professionals spent hundreds of hours analyzing numerous issues, including: (i) the grant and perfection of liens on deposit accounts; (ii) the propriety of certain pre-petition cash payments made by Endo to certain of its senior executive officers; (iii) whether liens on certain of the Debtors' domestic and foreign assets were subject to avoidance; (iv) whether certain of the intercompany claims were subject to recharacterization; and (v) whether certain prepetition financing transactions were subject to avoidance.

18. Armed with substantial legal and factual analyses, the Committee turned to the next phase of its work: engagement with the Debtors, the 1L Ad Hoc Group, and other parties in an effort to negotiate an alternative to the then existing RSA, which provided essentially zero recoveries to, and was opposed by the majority of, the unsecured creditors. The Kurtz Declaration describes the Committee's efforts to engage with, and the presentations the Committee made to, the Debtors, the 1L Ad Hoc Group, and others.

19. Simultaneously with these efforts at a consensual resolution to these cases, and in light of applicable deadlines in the cash collateral order, the Committee also continued to prepare for litigation.

IV. The Committee's Standing Motion and Complaints

20. The Committee hoped that its engagement with the Debtors and 1L Ad Hoc Group, might result in a global resolution before the expiration of the Committee's challenge period. That

did not occur, however. Accordingly, at the conclusion of the challenge period, the Committee and the Opioid Committee jointly moved for standing to prosecute a series of estate claims identified in four proposed complaints (the "Standing Motion"). *See* Dkt. No. 1243. No other parties made any effort to preserve the claims that challenged the first lien creditors, and, therefore, I understand that paragraph 19(a) of the final cash collateral order states those claims are deemed to have been waived (by parties other than the Committee and the Opioid Committee).[1]

21. The first proposed complaint annexed to the Standing Motion (the "Deposit Account Complaint") sought, among other things, a declaration that the secured creditors' alleged liens on the Debtors' U.S. deposit accounts were unperfected as of the Petition Date

22. The second proposed complaint (the "Disputed Assets Complaint") sought declarations that a variety of other assets (excluding the U.S. deposit accounts at issue in the first complaint) were also unencumbered or subject to avoidable liens, including deposit accounts held in the name of Luxembourg Debtors; certain equity interests, including the Debtors' equity interests in their valuable non-debtor Indian affiliates; certain commercial tort claims, including for patent infringement; the Debtors' leasehold interests in certain real property and fixtures; and certain assets owned by Debtor entities incorporated in Ireland, including deposit accounts, intellectual property, receivables, inventory, and other assets.

23. The third proposed complaint (the "Prepaid Compensation Complaint") sought to avoid as preferences and fraudulent transfers the prepaid compensation paid to executives and other insiders in the days and months before the Petition Date, and to pursue the directors who breached their fiduciary duties in approving such payments.

[1] Notably, the Internal Revenue Service did not assert claims against certain of the Debtor entities implicated in the Standing Motion (i.e., the Internal Revenue Service's claims were only asserted against a limited subset of Debtor entities).

24. The fourth proposed complaint (the "Secured Debt Complaint" and together with the Deposit Account Complaint, the Disputed Assets Complaint, and the Prepaid Compensation Complaint, the "Challenges") sought to challenge as constructively and/or intentionally fraudulent, three debt transactions the Debtors undertook between 2019 and 2021.

25. In addition to the Challenges annexed to the Standing Motion, and as previewed in that motion, the Committee and Opioid Committee explored other potential claims. Among other things, the Committee investigated, and has continued to investigate, a series of estate claims against, among other people, certain pre-petition third-party advisors, directors and officers, and transaction counterparties. *See* Dkt. No. 1243 at n.4, 22.

V. The Committee's Objection to the Debtors' Bidding Procedures and Exclusivity

26. In November 2022 the Debtors filed a combined bidding procedures and sale motion. The Committee – which was already dedicating significant resources to the investigation of estate claims – also devoted significant attention towards the evaluation of the Debtors' proposed sale. The Committee pushed to adjourn the hearing on the bidding procedures to allow for continued diligence, and continued negotiations around potential alternatives. On December 5, 2022, the Bankruptcy Court granted that relief, over the Debtors' and 1L Ad Hoc Group's objections. This adjourned the hearing to January 19, 2023 and extended the Committee objection deadline to January 6, 2023. The Court encouraged the parties to use the time to work towards a consensual resolution.

27. The Committee followed the Court's instruction and devoted significant efforts to seeking a consensual resolution. These efforts, however, did not succeed in advance of the bidding procedures objection deadline. Therefore, the Committee filed its objection to the approval of the bidding procedures (the "Bidding Procedures Objection") on January 6, 2023. Dkt. No. 1144. On

February 22, 2023 the Committee filed a supplemental objection to the approval of the bidding procedures. Dkt. No. 1375.

28. In the Bidding Procedures Objection, the Committee asserted that the Debtors' proposed sale could not be approved because, among other things: a contested sale path opposed by a majority of creditors would invite lengthy and expensive litigation; the Debtors could not seek approval of the stalking horse credit bid prior to adjudication of the lien challenges raised by the Committee in the Standing Motion; and the Debtors had failed, based on the circumstances at the time the sale was proposed in its original form, to satisfy the applicable legal standards for selling substantially all of their assets outside of a chapter 11 plan. The Committee also took issue with many of the more granular terms of the sale and the proposed marketing process.

29. In reply, the Debtors and 1L Ad Hoc Group defended the proposed sale path. *See* Dkt. Nos. 1199, 1200, and 1388. Among other things, they contended that entry into the bidding procedures, following careful consideration and consultation with their professional advisors, was amply supported by the Debtors' business judgment and by a number of key case parties, including the Debtors' first lien (and ultimately second lien) lenders. A robust sale process, argued the Debtors, was the best way to maximize value. The replies likewise highlighted that pivoting to a plan process would invite a cascade of additional, thorny litigation that would in all likelihood extend the restructuring timeline, and dramatically risk increasing the administrative cost of these cases. Embarking on such a path, the replies argued, would serve as a drain on the Debtors' business and increase the uncertainty surrounding the Debtors' exit from bankruptcy.

30. On January 6, 2023, the Committee also objected to the Debtors' request to extend their exclusive periods in which to file and solicit a chapter 11 plan. Dkt. No. 1144. This was because, in the eyes of the Committee, there was a link between the proposed sale and exclusivity.

Relatedly, and as described in additional detail by Mr. Kurtz, the Committee spent several months working to develop a plan of reorganization as an alternative to the proposed sale. The Debtors and the 1L Ad Hoc Group, however, took the position that the sale path was the best and only viable path forward.

VI. The First Phase of the Mediation and the March 3, 2023 Resolution

31. Shortly after the bidding procedures replies were filed, the Bankruptcy Court ordered the parties – including the Debtors, the 1L Ad Hoc Group, the Committee, the Opioid Committee, the FCR, and the Department of Justice – to mediation before the Hon. Shelley C. Chapman (Ret.). Dkt. No. 1257. The mediation topics included the Debtors' bidding procedures and sale motion, the Standing Motion and related Challenges and complaints, and the resolution of these and other issues through a sale or plan of reorganization.

32. The initial phase of the mediation, leading up to the announcement of a series of resolutions (discussed below) was largely led, on the Committee's behalf, by Mr. Kurtz. In addition, I also participated in the near-daily discussions and regular Committee meetings during this time. I observed and participated in the Committee's (and its professionals') careful and rigorous analysis of mediation issues and settlement alternatives.

33. As described by Mr. Kurtz, after over a month of concerted, arm's length efforts, the Debtors, the 1L Ad Hoc Group, the Committee, the Opioid Committee, and certain other funded debt creditors, including the Ad Hoc Cross-Holder Group, reached a comprehensive resolution of their disputes with one another, which were announced on March 3, 2023.

34. I will not repeat Mr. Kurtz's description. But I do want to emphasize the seriousness and care with which the Committee took its role and duty. Among other things, the Committee did not seek to advocate for any particular non-opioid general unsecured creditor or single group of non-opioid general unsecured creditors. To the contrary, the Committee worked

to reach and structure a resolution that provided appropriate consideration to as many non-opioid unsecured creditors, and categories of non-opioid unsecured creditors, as possible. (And the Committee worked on this even after March 3, 2023 in a second phase of mediation that I describe below.)

35. The Committee entered into the resolution only after determining that it was fair, equitable and reasonable and in the best interests of all non-opioid general unsecured creditors. This determination is an assessment with which I agreed and continue to agree for the reasons described here and in the Kurtz Declaration, including the risks, cost, and delay attendant to litigation of any or all of the issues described above – which costs, in particular, were likely to be substantial, and deleterious to the Debtors' bottom line. Additionally, as set forth in the Kurtz Declaration, the Committee also did not seek to prevent any single creditor, or any other categories of creditors, from obtaining a recovery, and expected negotiations with objecting parties to continue after the Committee resolution was reached. And, in fact, other classes of creditors did resolve their claims as part of the ongoing mediation, including the Ad Hoc Cross-Holder Group, the Opioid Committee, and the FCR.

36. The concerns of the State Attorneys General (with respect to their opioid claims), had been resolved prior to the Petition Date and were incorporated in the RSA.

VII. The Second Phase of the Mediation: the Allocation of Recoveries Among Non-Opioid General Unsecured Creditors

37. Having achieved a resolution with the Purchaser, the Committee turned its attention to the allocation of recoveries that would be made available to non-opioid general unsecured creditors through the trust established as part of the Committee resolution (the "**Voluntary GUC Creditor Trust**"). The scope of the mediation before Judge Chapman was expanded to cover this inter-unsecured creditor allocation. Dkt. No. 1912. This phase of the mediation spanned more

than three months, beginning shortly after announcement of the March 3, 2023 resolutions and concluding successfully in early July 2023 following numerous group meetings and sessions and countless more one-on-one calls.

38. The Committee approached the allocation discussions with the understanding that present non-opioid general unsecured creditors benefiting from the Voluntary GUC Creditor Trust would be limited to creditors at the Debtor entities that were the beneficiaries of the Challenges identified in the Standing Motion, with the addition of one additional Debtor holding certain products liability insurance policies.

39. The Committee determined that the most effective way to ensure the fairness of an inter-unsecured creditor allocation was for the Committee members to negotiate the allocation directly in their fiduciary capacity as Committee members (with the assistance of the mediator), and for Committee Professionals (including myself) to play a largely advisory role, supplying the Committee members and the mediator with information and analysis, but avoiding advocacy on behalf of one creditor constituency or another. The Committee took great care to address each major creditor constituency based on the diligence provided by the Committee Professionals regardless of whether a constituency had a direct representative on the Committee, consistent with the Committee's fiduciary duty.

40. For example, as part of this process, the Committee Professionals endeavored to review the Debtors' schedules and statements, pending litigation against the Debtors, and filed proofs of claim to date to identify the potential universe of non-opioid general unsecured claims against the Debtors. The goal of this process was to ensure that no group of non-opioid general unsecured claims eligible to participate in the Voluntary GUC Creditor Trust would be left unaccounted for. The Committee understood that the 1L Ad Hoc Group intended to assume

substantially all trade agreements and employee obligations as part of the sale, and so focused its review on other potential categories of claims.

41. Through its review, in addition to the second lien and unsecured funded debt claims asserted against each of the Debtors, the Committee identified a number of types of pending litigation claims against the Debtors, falling into two main categories: non-opioid personal injury claims, and antitrust claims. With respect to non-opioid personal injury claims, the Debtors have been named in a number of lawsuits asserting (i) that certain vaginal mesh products previously produced by the Debtors have failed or otherwise caused injury to the individuals in which they were implanted, and (ii) that ranitidine, a generic drug previously produced by the Debtors, has caused various cancers. With respect to antitrust claims, the Debtors have been named in a number of lawsuits asserting that the Debtors either (i) conspired to fix the price of certain generic drugs (generic price-fixing), or (ii) engaged in "pay-for-delay" schemes whereby certain Debtors paid to keep generic competitors of their drugs out of the market (reverse payments). Each of the Debtors were also obligors on approximately $2.34 billion in unsecured and second lien notes. Finally, the Committee recognized that, as the bar date (July 7, 2023) had not then passed, there could be potential additional categories of claims not otherwise directly accounted for. In its role as an estate fiduciary, the Committee determined to provide for a reserve for these "other general unsecured claims" as well.

42. Under the terms of the resolution, the following allocation was reached:[2]

- **Generic Price-Fixing Claimants:** Holders of generic price-fixing claims to receive interests in a generic price-fixing sub-trust funded with $16 million in cash.

[2] This brief summary is provided for illustrative purposes only. The terms of the allocation are set forth in Dkt. No. 2384, Exh. 2-A, 2-D. In addition, notwithstanding discussion in the section of claims and recoveries, only *allowed* claims will receive recoveries.

- **Reverse Payment Claimants:** Holders of reverse payment claims to receive interests in a reverse payment sub-trust funded with $6.5 million in cash and a 3.36% interest in the litigation claims and causes of action, and insurance policies transferred to the Voluntary GUC Creditor Trust (the "Litigation Trust Consideration").[3]
- **Present Mesh Claimants:** Holders of present mesh claims (domestic and foreign) to receive interests in a mesh sub-trust funded with $2 million in cash, 50% of the net proceeds of the mesh products liability insurance policies, and a 1.75% interest in the Litigation Trust Consideration.
- **Present Ranitidine Claimants:** Holders of present ranitidine claims to receive interests in a ranitidine sub-trust funded with $200,000 in cash and 20% of the net proceeds of the ranitidine products liability insurance policies.
- **Other General Unsecured Claims:** Holders of other GUC claims, estimated at up to $600 million, to receive their portion of a reserve for such claims funded with up to $2 million in cash and up to a 1.80% interest in the Litigation Trust Consideration.
- **Financial Creditors:** Holders of the Debtors' $2.34 billion in second lien and unsecured notes to receive the remaining consideration provided by the Purchaser to the Voluntary GUC Creditor Trust, including approximately $23.3 million in cash, 100% of the equity offered to the Voluntary GUC Creditor Trust, 100% of the rights offering offered to the Voluntary GUC Creditor Trust, and a 93.09% interest in the Litigation Trust Consideration.

43. The Committee resolution and the subsequent allocation were structured to ensure appropriate consideration would be provided to the broadest possible universe of non-opioid unsecured creditors. For example:

a. **Employees and Trade Claimants:** With respect to employees and go-forward trade claimants, the Purchaser agreed to take substantially all of the Debtors' employees and assume substantially all trade agreements on existing terms (including payment of cure costs).

b. **Mesh and Ranitidine Claimants:** Mesh and ranitidine personal injury claimants would receive a combination of cash and a percentage of recoveries on account of applicable products liability insurance policies held by the Debtors.

c. **Antitrust Claimants:** Antitrust claimants would receive either cash or a combination of cash and a share of the Litigation Trust Consideration.

[3] $10 million of the cash being provided to the Voluntary GUC Creditor trust will be used to fund administrative expenses and pursuit of the Litigation Trust Consideration.

d. **Financial Claimants:** Financial claimants (i.e. the second lien and unsecured notes) would receive equity in the Purchaser (including the right to participate in a rights offering for additional equity), and a combination of cash and a share of the Litigation Trust Consideration.

e. **Unassumed Trade Claimants and Other Claimants:** The Committee provided a reserve for any non-opioid general unsecured creditors not subsumed in the foregoing categories, who would recover from a combination of cash and a share of the Litigation Trust Consideration. Those claimants include, but are not limited to, unsecured creditors with trade claims that would not be assumed by the Purchaser, or whose contracts were rejected.[4]

In short, each non-opioid unsecured creditor constituency (with the exception of one group receiving only cash) would receive a combination of a fixed recovery and a contingent recovery, enabling it to share in a portion of the potential upside of the Litigation Trust Consideration.

44. In my view, the allocation is a fair, reasonable and appropriate resolution of inter-unsecured creditor disputes and exercise of the Committee's fiduciary duty. It was reached after extensive, arm's length negotiations among sophisticated parties, with the extensive involvement of the mediator and the Committee Professionals. Each of the negotiating counterparties had access to extensive information and analysis, supplied by the Committee Professionals and the Debtors. In light of this process, the Committee determined that the proposed allocation (a) is consistent with the strengths and weaknesses of participating non-opioid unsecured creditors' claims, (b) is appropriate given the location of the claims in the Debtors' corporate structure (e.g., the specific Debtor entities implicated by the Standing Motion and related Challenge complaints, against which the claims were made), (c) is fair, (d) avoids unnecessary disputes, and (e) facilitates the resolution of the chapter 11 cases for the benefit of all non-opioid general unsecured creditors.

[4] Based on the Committee's discussions with the 1L Ad Hoc Group to date, the Committee has been informed by the Purchaser that it expects to assume nearly all contracts, and, therefore, that there will be limited rejection damages claims.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct.

New York, New York
July 24, 2023

/s/ *Christopher J. Kearns*
Christopher J. Kearns
Managing Director and
Co-Head of Corporate Finance
Berkeley Research Group, LLC

Exhibit B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	Chapter 11
ENDO INTERNATIONAL plc, *et al.*,	:	Case No. 22-22549 (JLG)
Debtors.	:	(Jointly Administered)

DECLARATION OF DAVID S. KURTZ
IN SUPPORT OF ENTRY OF SALE ORDER

I, David S. Kurtz, make this Declaration pursuant to 28 U.S.C. § 1746:

1. I am Vice Chairman of U.S. Investment Banking and Global Head of Restructuring and Capital Solutions at Lazard Frères & Co. LLC ("Lazard"), an international financial advisory and asset management firm. Lazard has been engaged as the investment banker to the Official Committee of Unsecured Creditors (the "Committee") of Endo International plc and its affiliated debtors (the "Debtors" or "Endo") since September 13, 2022.

2. I submit this declaration in support of entry of the proposed order (the "Sale Order") (Dkt. No. 2413) approving, among other things, the sale of substantially all of the Debtors' assets and the series of Committee-related resolutions set forth therein. In this declaration I also detail the efforts of the Committee to fulfill its fiduciary and statutory duties to achieve a significantly better outcome in this case for present, non-opioid general unsecured creditors than was offered by the Debtors and 1L Ad Hoc Group at the commencement of this case. On the Petition Date, , under the restructuring support agreement (the "RSA") that the Debtors entered into with a majority of their first lien creditors immediately before the bankruptcy (Dkt. No. 20), non-opioid general unsecured creditors were slated to receive next to nothing. Now, those creditors will receive meaningful recoveries.

3. Below, I address my involvement, and the involvement of my team at Lazard, in the Committee's efforts. I understand that Christopher J. Kearns, the Managing Director and Co-Head of Corporate Finance at of Berkeley Research Group, LLC ("BRG"), and another Committee professional, is filing a declaration that speaks to his and BRG's involvement (the "Kearns Declaration").

I. Background

4. I have been employed by Lazard since 2002. I have a broad range of experience in financial advisory assignments, including extensive experience with chapter 11 restructurings. During the course of my career, I have advised companies and creditor groups in connection with raising capital in the bankruptcy context, including assisting chapter 11 debtors in obtaining and negotiating the terms of debtor-in-possession and exit financing loans. I also have extensive experience representing companies, creditors, and other constituencies in transactions involving the sale of all or substantially all of a company's assets. I have submitted declarations and provided expert testimony related to those matters in a number of chapter 11 cases.

5. Prior to joining Lazard, I was a partner at Mayer, Brown & Platt from 1986 to 1989, a partner at Jones Day from 1989 to 1999, and a senior partner in the Corporate Restructuring Department at Skadden, Arps, Slate, Meagher & Flom LLP from 1999 to 2002. I hold FINRA Series 7 General Securities Representative, Series 79 Investment Banking Representative, and Series 24 General Securities Principal licenses. I have a J.D. and B.A. from Case Western Reserve University. I am a fellow of the American College of Bankruptcy and served as a member of its board of directors from 2005 to 2011. I am also a frequent lecturer on bankruptcy and reorganization-related topics and I have co-authored "Representing the Unsecured Creditors' Committee in Insolvency Proceedings," Workout & Turnarounds II (1999), Wiley and Sons.

II. The Committee

6. The Debtors filed their chapter 11 cases on August 16, 2022 (the "Petition Date"). On September 2, 2022, the United States Trustee appointed the Committee, as well as a separate Official Committee of Opioid Claimants (the "Opioid Committee"). The members of the Committee are: (a) AmerisourceBergen Drug Corporation, (b) Bayer AG, (c) U.S. Bank National Trust Company, National Association, as Indenture Trustee, (d) UMB Bank, National Association, as Indenture Trustee, (e) CQS Directional Opportunities Master Fund Limited, (f) AFSCME District Council 47 Health & Welfare Fund, and (g) Catherine Brewster.

7. The Committee retained Kramer Levin Naftalis & Frankel, LLP ("Kramer Levin") as counsel, Lazard as investment banker, BRG and Dundon Advisers LLC ("Dundon") as co-financial advisors, William Fry LLP as Irish counsel, Grant Thornton LLP as tax advisor, Gilbert LLP as special insurance co-counsel shared with the Future Claims Representative (the "FCR"), and Lowenstein Sandler LLP as special counsel (collectively, the "Committee Professionals"). Certain Committee members also retained individual counsel.

III. The Initial Landscape of the Case

8. The Debtors' bankruptcy strategy was initially premised on the RSA they had entered into with a majority of their first lien creditors immediately before the bankruptcy. *See generally* Dkt. No. 20. Under the terms of the RSA, the Debtors proposed to sell essentially all of their assets to their first lien creditors in a credit bid.

9. The Committee understood that the RSA and related documents provided for ***practically nothing*** in direct recoveries to non-opioid general unsecured creditors. (Dkt. No. 20). And despite the existence of what the Committee believes were various types of unencumbered assets, the RSA proposed to sell those assets to the Debtors' first lien creditors for insufficient consideration. *Id.* In contrast to the zero dollars allocated to non-opioid general unsecured

creditors, the RSA called for the stalking horse bidder in the proposed sale – an entity controlled by the first lien creditors – to fund several trusts with up to $550 million to be paid to public and private unsecured opioid-related claimants. *Id.* The RSA also contemplated a wind-down fund of approximately $120 million to fund both the projected administrative and priority claims, including the tax liabilities to the Internal Revenue Service (represented by the Department of Justice). *Id.*

10. The Debtors' initial cash collateral motion (Dkt. No. 17) and initial proposed cash collateral order (Dkt. No. 17 Exh. A), required, among other things, approval of bidding procedures within 100 days of the Petition Date and entry of the sale order by 245 days after the Petition Date. The Debtors sought to impose severe limitations on the Committee's rights through a cash collateral order, proposing to limit the Committee to a $50,000 investigation budget (to be shared with the Opioid Committee) and a 60-day period in which to investigate the prepetition secured parties' liens and claims, file a standing motion, and obtain standing to sue. *Id.*

11. As reflected in the RSA and the proposed cash collateral order, the Debtors' strategy at the case's inception would have resulted in the waiver, release, or sale of numerous claims for virtually no consideration, including: (i) claims seeking to confirm the extent of the Debtors' unencumbered assets, (ii) claims seeking clawback of prepetition insider bonus and retention payments, (iii) challenges to unperfected liens, (iv) claims arising out of a prepetition debt exchange, and (iv) other estate causes of action against various third parties.

12. The transcript of the First Day Hearing reflects that both the Department of Justice and Office of the United State Trustee appeared and spoke on the record (Dkt. No. 154). But I am not aware of either of them opposing the cash collateral order on an interim basis or on a final basis.

13. In light of the Debtors' case strategy, including their decision to align with their first lien creditors, the Committee understood from its inception that it – together with the Opioid Committee – was the party best able to evaluate the sale and the estate claims from the perspective of an independent fiduciary. In consultation with the Committee Professionals, the Committee directed a thorough and diligent investigation. The Committee also resisted premature efforts to consummate the all-assets sale on terms opposed by a majority of creditors, and prepared for litigation.

14. To facilitate those goals, it was first necessary for the Committee to oppose the onerous case controls and waivers contained in the Debtors' proposed cash collateral order. The Committee filed an objection to the cash collateral order on multiple grounds (Dkt. No 337), but ultimately negotiated a resolution that improved the order in numerous material respects, including by expanding the Committee's challenge period and investigation budget, which was documented in the final cash collateral order which was granted on October 20, 2022 (Dkt. No 499).

IV. The Committee's Investigation

15. The Committee's investigation began almost immediately upon its selection of counsel on September 7, 2022. Based on interactions with the Committee and its various professionals, as well as the work performed by myself and the Lazard team, it is my understanding that the Committee's factual and legal investigations were rigorous and extensive.

16. As part of its investigation, the Committee also negotiated for and obtained authority to take discovery pursuant to Bankruptcy Rule 2004. On December 2, 2022, the Bankruptcy Court entered a Bankruptcy Rule 2004 stipulation and order (Dkt. No. 917) authorizing the Committee to conduct examinations of the Debtors relating to nine "Rule 2004 Topics": (a) the extent (if any) to which the prepetition secured parties have perfected liens on cash; (b) the identity and value of the Debtors' unencumbered assets; (c) insider bonus and

retention prepayments/executive compensation issues; (d) intercompany claims/recharacterization; (e) the Debtors' business plans, financial affairs, valuation, and decision to sell substantially all of their assets pursuant to Bankruptcy Code § 363, (f) tax-related issues (including prepetition tax matters and those that may related to the 363 sale); (g) prepetition M&A-style transactions, and prepetition debt or equity issuances, repurchases, exchanges and related transactions; (h) issues arising from a legal malpractice claim; and (i) prepetition litigation and litigation settlements.

17. Further, I understand that, over the course of several months, the Committee Professionals analyzed numerous issues, including: (i) the grant and perfection of liens on deposit accounts; (ii) the propriety of certain pre-petition cash payments made by Endo to certain of its senior executive officers; (iii) whether liens on certain of the Debtors' domestic and foreign assets were subject to avoidance; (iv) whether certain of the intercompany claims were subject to recharacterization; and (v) whether certain prepetition financing transactions were subject to avoidance.

18. After doing this work, the Committee next turned to an effort to negotiate an alternative to the then-existing RSA, which provided near-zero recoveries to non-opioid general unsecured creditors and was opposed by the Committee. This began a phase of extensive engagement with the Debtors, the ad hoc group of first lien creditors (the "1L Ad Hoc Group"), and other parties. Because there was no certainty that these efforts would be successful, the Committee also continued to prepare for litigation.

V. The Committee's Presentations to the Debtors and the 1L Ad Hoc Group

19. The Committee's engagement with the Debtors and the 1L Ad Hoc Group on the Debtors' chosen path for the case was, from the very beginning, extensive – and frequently highly adverse. In the early months of the case, disagreements among the parties played out publicly and

privately, among other things, over cash collateral and in a series of discovery disputes. Outside of these more public battles, the Committee Professionals engaged in regular discussions with Debtor and 1L Ad Hoc Group professionals on nearly every aspect of the case, from contested matters, to scheduling, to the particulars of the Debtors' operations and business plan. Looming over it all was the ultimate question of how to resolve the bankruptcy case.

20. To help focus discussions and crystallize the areas of dispute among the parties, the Committee prepared a detailed presentation concerning its views of the merits and value of various estate claims and unencumbered assets – claims and assets that the Committee contended were being sold, released, or waived for inadequate, or in some cases no, consideration. The Committee's presentation (the "UCC Presentation") was developed by the Committee Professionals, and was delivered to the full Committee in a series of calls and/or meetings starting in early December 2022.

21. The Committee Professionals presented the UCC Presentation to the advisors to the 1L Ad Hoc Group at a two-and-a-half hour long, hybrid in-person and virtual meeting on December 15, 2022. Thereafter, the Committee Professionals presented versions of the UCC Presentation, by Zoom, to the Debtors, the FCR, and an ad hoc group of holders of various loans, notes and other indebtedness (the "Ad Hoc Cross-Holder Group"), on, respectively, December 27, 2022, January 13, 2023 and January 19, 2023. I understand the Committee Professionals were regularly engaging with the Opioid Committee during this time and presented a version of the UCC Presentation to the advisors to the Opioid Committee. Likewise, the Opioid Committee's advisors shared certain of the Opioid Committee's analyses relating to potential challenges and unencumbered assets with the Committee Professionals as well.

VI. The Committee's Standing Motion and Complaints

22. The Committee had hoped that its outreach to the Debtors and first lien creditors, including through the UCC Presentation, might result in a global resolution before the expiration of the Committee's challenge period as extended by the Court. That was not to be, however. As a result, as I understand is discussed in the Kearns Declaration in more detail, on January 23, 2023 the Committee and the Opioid Committee jointly moved for standing to prosecute a series of estate claims identified in four proposed complaints (the "Standing Motion"). *See* Dkt. No. 1243. The proposed complaints related to: (i) liens on the Debtors' U.S. deposit accounts, (ii) liens a variety of other assets (excluding the U.S. deposit accounts), (iii) avoidance of preferences and fraudulent transfers, and (iv) challenge of three debt transactions the Debtors undertook between 2019 and 2021. *Id.*

VII. The Committee's Objection to the Debtors' Bidding Procedures and Exclusivity

23. While the Committee was investigating and preparing to prosecute estate claims, it also continued to evaluate the Debtors' proposed sale, the terms of which were reflected in the lengthy combined bidding procedures and sale motion the Debtors filed in November 2022. To facilitate its analysis of the sale and negotiations around potential alternatives, the Committee pressed for an adjournment of the hearing on the bidding procedures. On December 5, the Bankruptcy Court granted that relief over the Debtors' and 1L Ad Hoc Group's objections, adjourning the hearing to January 19, 2023 and extending the Committee objection deadline to January 6. The Court encouraged the parties to use the time to work towards a consensual resolution.

24. Despite its efforts (including providing the UCC Presentation), the Committee was unable to reach a resolution in advance of the bidding procedures objection deadline. Accordingly, on January 6, 2023, the Committee filed a comprehensive, 35-page objection to the approval of

the bidding procedures (the "Bidding Procedures Objection"). Dkt. No. 1144. The Committee also subsequently filed a supplemental objection to the approval of the bidding procedures on February 22, 2023. Dkt. No. 1375.

25. On January 6, 2023, the Committee also objected to the Debtors' request to extend their exclusive periods in which to file and solicit a chapter 11 plan. Dkt. No. 1144. In the Committee's view, the proposed sale and exclusivity were linked.

26. As noted in the Committee's objection, during this time, the Committee spent several months working with the Ad Hoc Cross-Holder Group to develop a plan of reorganization as an alternative to the proposed sale. The Committee advisors and advisors to the Ad Hoc Cross-Holder Group met with the Debtors to discuss a potential plan alternative on December 14, 2022. The Committee and its advisors also met on January 11, 2023 with the Department of Justice to discuss a potential plan alternative. In simple terms, the plan construct the Committee was discussing involved: (a) potentially reinstating a portion of the existing first lien debt; (b) equitizing the remainder of the first lien debt held by the Ad Hoc Cross-Holder Group (if they would be willing to do so); and (c) a rights offering funded by the Ad Hoc Cross-Holder Group and/or holders of unsecured funded debt.

27. The Debtors did not engage on the joint plan proposal, so the Committee was unable to reach an agreement with them or the 1L Ad Hoc Group on that structure. Nor did the Committee succeed in reaching finality on a potential plan structure with the Ad Hoc Cross-Holder Group. Instead, the Debtors and the 1L Ad Hoc Group continued to pursue and defend their sale process in Court. I understand that, by that point, the Debtors had publicly stated in their Sale Motion that they believed that they would ultimately succeed in litigation over the tax claims. Sale Motion (Dkt. No. 728) at para 99. The Debtors further indicated in a recent filing that "[t]he Company's

position is that it has paid all taxes due to the IRS and the IRS is entitled to zero recovery on its filed claims." Dkt. No. 2223 at 11. My understanding is that litigation over the extent, validity, and priority of the asserted IRS claims (or any of the DOJ's asserted claims) would take significant time and consume significant estate resources.

28. All of these factors and dynamics influenced the Committee's views of the likelihood of succeeding in reaching a confirmable plan construct (a path it came to believe was no longer available) versus the possibility of a largely-consensual sale construct.

VIII. The Mediation

29. On January 27, 2023, the Bankruptcy Court ordered the parties – including the Debtors, the 1L Ad Hoc Group, the Committee, the Opioid Committee, the FCR, and the Department of Justice – to mediation before the Hon. Shelley C. Chapman (Ret.). *See* Dkt. No. 1257. The mediation topics included the Debtors' bidding procedures and sale motion, the Standing Motion and related challenges and complaints, and the resolution of these and other issues through a sale or plan of reorganization.

30. Negotiations in the mediation were intense, adverse, and arm's length, and were conducted in good faith and with the close supervision and guidance of the esteemed and experienced mediator. The initial phase of the mediation, leading up to the announcement of a series of resolutions on March 3, 2023 (discussed below), was characterized by frequent discussions and negotiations between and among (as most relevant to the Committee's objectives) the Committee, the Debtors, the 1L Ad Hoc Group, and the mediator. The Committee also met regularly during this time – both in all-hands virtual meetings and in dozens of smaller group calls between and among advisors and clients – devoting its substantial and near undivided attention during this time to the mediation and the consideration and analysis of settlement alternatives.

31. By way of illustration, my records reflect that during January and February of 2023, I engaged extensively with the other key constituents in these cases, and in particular, with the 1L Ad Hoc Group and their advisors. I participated in almost two dozen calls and/or meetings in the two months leading up to the March 3, 2023 resolution. These calls and/or meetings are listed in an exhibit, attached hereto.

32. All told, the mediation was one of the most complex in which I have been involved, addressing an array of complex financial and legal issues, with extremely high stakes. The participants in the mediation were diverse, numerous, highly motivated, and sophisticated, and included many of the most experienced professionals and investors in the restructuring world.

33. Each of the Committee members was actively involved in the mediation, supported by the Committee Professionals. Other mediation participants included: (i) the Debtors and their advisors Skadden, Arps, Slate, Meagher & Flom LLP, Togut, Segal & Segal LLP, Alvarez & Marsal, and PJT Partners; (ii) the 1L Ad Hoc Group and its advisors Gibson, Dunn & Crutcher, FTI Consulting, and Evercore; (iii) the Opioid Committee and its advisors Akin Gump Strauss Hauer & Feld LLP, Cooley LLP, Province and Jefferies; (iv) the FCR and his advisors Frankel Wyron LLP, Young Conaway Stargatt & Taylor, LLP, and Ducera Partners LLC; (v) the Ad Hoc Cross-Holder Group and its advisors Paul, Weiss, Rifkind, Wharton & Garrison, AlixPartners LLP, and Perella Weinberg Partners L.P.; (vi) the Department of Justice; and (vii) the United States Trustee.

IX. The March 3, 2023 Resolutions

34. After over a month of concerted, arm's length efforts, the Debtors, the 1L Ad Hoc Group, the Committee, the Opioid Committee, and certain other funded debt creditors reached a comprehensive resolution of their disputes with one another. The resolutions were announced at a Bankruptcy Court status conference on March 3, 2023, with a "Settlement Summary" published

on the Debtors' website the same day and then filed on the docket on March 9. *See* Dkt. No. 1457. Further key terms were published on July 7, 2023 with the then-existing draft sale order and supporting documents. *See* Dkt. Nos. 2383 & 2384.

35. Under the terms of the resolution, the Committee agreed to hold the prosecution of its Standing Motion and Challenges in abeyance and to support approval of a sale on modified terms.[1] Those terms included, among other things, the 1L Ad Hoc Group's agreement to provide significant value to non-opioid general unsecured creditors in the form of: $60 million of cash; 4.25% of the equity interests in the purchaser of the Debtors' assets; investment rights for $160 million of the common equity of the purchaser (assuming a total enterprise value of $5.125 billion, and $2.5 billion net funded debt and subject to certain economic terms); and the establishment of a litigation trust for the benefit of non-opioid general unsecured creditors which will include certain claims being acquired by the purchaser against non-continuing directors and former officers (as against insurance), certain of the Debtors' third-party advisors, and certain additional third parties, including parties to certain prepetition transactions with the Debtors. The trust established by the Committee resolution will also receive all of the rights to the Debtors' products liability insurance policies that are being purchased by the stalking horse purchaser, and that provide coverage for opioid, mesh, and ranitidine claims (among others), pre-2019 director and officer insurance policies, life sciences policies and commercial general liability policies, and any known and unknown insurance policies that may provide coverage for certain general unsecured claims (collectively with the assets in the foregoing sentence, the "Resolution Consideration"). The Committee retained, and continues to retain, a "fiduciary out."

[1] This brief summary is provided for illustrative purposes only. The terms of the agreement are set forth in the *Stipulation Among the Debtors, Official Committee of Unsecured Creditors, Official Committee of Opioid Claims, and Ad Hoc First Lien Group Regarding Resolution of Joint Standing Motion and Related Matters* (Dkt. No. 1501), and the UCC Resolution Term Sheet annexed thereto as Exhibit 1.

36. The cash and non-cash consideration provided to non-opioid general unsecured creditors under the resolution represents a dramatic improvement to unsecured creditor recoveries from where things stood at the outset of these cases. The agreement represents a resolution of the Bidding Procedures Objection and the Committee's previewed objection to the sale, as well as the issues relating to the Standing Motion and related complaints (which had not yet been ruled on by the Court). A fundamental characteristic of the resolution is that each component of the deal is inextricable from the resolution as a whole, relying on and relating to the others. Ultimately, the Committee determined that pursuing the sale on these revised terms with the support of the Committee and OCC, and achieving the consideration for non-opioid present unsecured creditors to be provided by the stalking horse purchaser, was the best path forward for the Committee and its constituency.

37. Throughout this process, the Committee did not seek to advocate for any particular non-opioid general unsecured creditor or single group of non-opioid general unsecured creditors. Rather, in discharging its fiduciary role for non-opioid unsecured creditors, the Committee sought to structure the resolution to ensure appropriate consideration would be provided to as many unsecured creditors, and categories of unsecured creditors, as possible – a topic I understand is addressed in greater detail in the Kearns Declaration.

38. The Committee also did not seek to prevent any single creditor, or any other categories of creditors, from obtaining a recovery. To the contrary, the Committee agreed that almost $1 billion in claims on account of second lien notes would be treated as unsecured claims (to the extent of any deficiency in the security for such notes), and included them within the Committee resolution. This paved the way to resolution of the Ad Hoc Cross-Holder Group's claims. The Committee also negotiated for a commitment from the 1L Ad Hoc Group that the

treatment of non-opioid, present general unsecured creditors would not change regardless of what the Federal Government might receive, if anything. This was an important concession by the 1L Ad Hoc Group, and it further influenced the Committee's willingness to accept the resolution the 1L Ad Hoc Group had offered.

39. It made sense for the Department of Justice to be treated separately. It was asserting and advocating on behalf of a variety of unique claims, including relating to opioid liabilities, potential criminal conduct, priority tax and other claims, potential unsecured claims, and more. The Department of Justice was (and is) a separate party, with its own advisors, that had always been engaging in direct negotiations with the Debtors and/or the 1L Ad Hoc Group (to which the Committee was not, and is not, privy). While Department of Justice representatives may have had a few conversations with Committee Professionals during the course of the case, to my knowledge they never sought the Committee's assistance in any manner.[2] To the contrary, the Department of Justice was advocating for itself – and, as a separately identified and separately participating mediation party, the Committee expected it would continue to do so (through mediation or otherwise).

40. Ultimately, the Committee entered into the resolution with the 1L Ad Hoc Group only after determining that it was fair, equitable and reasonable and in the best interests of all present, non-opioid general unsecured creditors – an assessment with which I agree.

41. The Committee's Standing Motion outlined a variety of claims against the Debtors' secured creditors, their executives and insiders, and others; similarly, the Committee's Bidding Procedures Objection previewed a number of objections to the sale the Debtors had initially

[2] To be clear, the Committee did not and does not view reaching out to the Committee as a prerequisite for the Committee to represent the interests of any unsecured creditor. As set forth in the Kearns Declaration, the Committee allocation provides for distributions to unsecured creditors without a direct representative on the Committee.

pursued. While under certain scenarios, a Committee victory on the Standing Motion and related complaints, combined with a successful opposition to the original sale, could have potentially resulted in higher recoveries for non-opioid unsecured creditors -- a litigation path bore risks, as well. The Debtors and the 1L Ad Hoc Group stated that they disagreed with virtually every one of the Committee's positions. And, a litigation path also threatened substantial cost and delay (for example, it is my understanding that, to date, the cases have been extraordinarily expensive). A grant of standing would have freed the Committee to pursue its claims, and a successful opposition to the Debtors' sale (coupled with a termination of exclusivity) might have allowed the Committee to pursue a chapter 11 plan. But either alternative, or both, would have entailed a full reset of these cases, putting them back to square one in the spring or summer of 2023 with no clear path forward, but with the near certainty of substantial litigation.

42. In view of the foregoing considerations, while the Committee was, and is, prepared to litigate if necessary to preserve the interests of non-opioid general unsecured creditors, the current resolution represents a more sensible and value-maximizing resolution for unsecured creditors, to be implemented through the proposed sale. And, while the Committee would surely have preferred (and still would prefer) if every individual creditor would reach a resolution of its claims with the Debtors, as already noted, the Committee viewed its duty as seeking a result that would be best for non-opioid unsecured creditors as a whole. The Committee strongly believes that it has successfully discharged that duty.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct.

Chicago, Illinois
July 24, 2023

/s/ David S. Kurtz
David S. Kurtz
Vice Chairman and Global Head of Restructuring
Lazard Frères & Co. LLC

EXHIBIT

List of Calls and/or Live, Virtual or Hybrid Meetings

1. September 15, 2022 – Evercore.
2. September 15, 2022 – Perella Weinberg Partners L.P.
3. October 20, 2022 – Perella Weinberg Partners L.P.
4. October 25, 2022 – Ad Hoc Cross-Holder Group advisors Paul, Weiss, Rifkind, Wharton & Garrison, Perella Weinberg Partners L.P., and AlixPartners LLP (collectively the "Ad Hoc Cross-Holder Group Advisors").
5. November 9, 2022 – Ad Hoc Cross-Holder Group Advisors.
6. November 16, 2022 – Ad Hoc Cross-Holder Group Advisors.
7. December 7, 2022 – Ad Hoc Cross-Holder Group Advisors.
8. December 7, 2022 – Member of 1L Ad Hoc Group (Silverpoint).
9. December 8, 2022 – Member of 1L Ad Hoc Group (Silverpoint).
10. December 14, 2022 – Debtor advisors Skadden, Arps, Slate, Meagher & Flom LLP, Togut, Segal & Segal LLP, PJT Partners (collectively, the "Debtor Advisors"), and Ad Hoc Cross-Holder Group Advisors.
11. December 15, 2022 – 1L Ad Hoc Group advisors Gibson, Dunn & Crutcher, FTI Consulting, and Evercore (collectively, the "1L Ad Hoc Group Advisors").
12. December 27, 2022 – Debtor Advisors.
13. December 28, 2022 – 1L Ad Hoc Group Advisors.
14. January 4, 2023 – Perella Weinberg Partners L.P.
15. January 11, 2023 – Ad Hoc Cross-Holder Group Advisors and the Department of Justice.
16. January 13, 2023 – Perella Weinberg Partners L.P.

17. January 19, 2023– Ad Hoc Cross-Holder Group Advisors.
18. January 23, 2023 – Member of 1L Ad Hoc Group (Silverpoint).
19. February 1, 2023 – Member of 1L Ad Hoc Group (Silverpoint).
20. February 5, 2023 – Member of 1L Ad Hoc Group (Silverpoint).
21. February 6, 2023 – Member of 1L Ad Hoc Group (Silverpoint).
22. February 8, 2023 – Member of 1L Ad Hoc Group (Silverpoint).
23. February 9, 2023 – Member of 1L Ad Hoc Group (Silverpoint).
24. February 13, 2023 – Members of 1L Ad Hoc Group (Silverpoint and Goldentree) and advisors.
25. February 16, 2023 – Evercore.
26. February 16, 2023 – Perella Weinberg Partners L.P.
27. February 17, 2023 – Evercore.
28. February 20, 2023 – Evercore.
29. February 22, 2023 – Evercore.
30. February 22, 2023 – Member of 1L Ad Hoc Group (Silverpoint).
31. February 24, 2023 – Perella Weinberg Partners L.P.
32. February 26, 2023 – Evercore.
33. February 26, 2023 – Members of 1L Ad Hoc Group (Silverpoint and Goldentree).

Appendix “F”

SUPERIOR COURT

(Class Action Chamber)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N°: 500-06-001004-197

DATE: April 10, 2024

PRESIDING: THE HONOURABLE GARY D.D. MORRISON, J.S.C.

JEAN-FRANÇOIS BOURASSA

Applicant

v.

ABBOTT LABORATORIES LTD.
APOTEX INC.
BRISTOL-MYERS SQUIBB CANADA CO.
ETHYPHARM INC.
JANSSEN INC.
JODDES LIMITED
LABORATOIRE ATLAS INC.
LABORATOIRE RIVA INC.
LABORATOIRES TRIANON INC.
PFIZER CANADA ULC
PHARMASCIENCE INC.
PRO DOC LTÉE
PURDUE FREDERICK INC.
PURDUE PHARMA
SANDOZ CANADA INC.
SANOFI-AVENTIS CANADA INC.
SUN PHARMA CANADA INC.
TEVA CANADA LIMITED

Respondents

JUDGMENT
(on the Re-Amended Application dated September 30, 2022 for authorization to institute a class action)

TABLE OF CONTENT

1. OVERVIEW

[1] Applicant Jean-François Bourassa seeks authorization to institute, as the appointed representative, a class action against eighteen respondents[1] as regards Opioid Use Disorder ("**OUD**").

[2] The proposed description of the putative Class is as follows[2]:

> All persons in Quebec who have been prescribed and consumed any one or more of the opioids manufactured, marketed, distributed and/or sold by the Defendants between 1996 and the present day **("Class Period")** and who suffer or have suffered from Opioid Use Disorder, according to the diagnostic criteria herein described.
>
> The Class includes the direct heirs of any deceased persons who met the above-mentioned description.
>
> The Class excludes any person's claim, or any portion thereof, specifically in respect of the drugs OxyContin or OxyNEO, subject to the settlement agreement entered into in the court file no 200-06-000080-070 […]

[3] Firstly, it is clear that each class member must be a person "in Quebec" who has been prescribed and has consumed at least one of the opioid drugs emanating from one or more respondents and, further, is suffering or has suffered from OUD[3].

[4] Secondly, the proposed Class Period commences in 1996, thereby covering a lengthy period of time, with all that that entails, both as to facts and law.

[5] The description contains a conditional exclusion regarding a settlement agreement that was concluded in another action, being a prior Canada-wide class action involving two specific drugs, OxyContin and OxyNEO.

[6] In this regard, the Court has been informed that by judgment dated September 23, 2022, Chief Justice Martel D. Popescul of the King's Bench for Saskatchewan approved the subject settlement agreement[4], thereby enabling the settlement agreement to become effective nationally. It should be noted that Justice

---

1 The Court has to date authorized settlement agreements between Applicant and 14 respondents, who are no longer involved in the present authorization proceeding. As regards Paladin Labs Inc., Applicant did not present his application given a stay of proceedings. Accordingly, the Court will confirm the suspension of proceeding as regards that respondent.

2 Re-Amended Application, dated September 30, 2022 (the "**Application**"), par. 1.

3 The manner in which a diagnosis need be made and the applicable criteria will be discussed later in the present judgment.

4 *Carruthers* v. *Purdue Pharma*, 2022 SKKB 214; Exhibit P-56.

Claude Bouchard of the Quebec Superior Court had already approved the said settlement in 2017, and this in the court file number identified in the proposed class definition[5]; his approval was conditional upon similar approvals by the courts of Ontario, Nova Scotia and Saskatchewan, all of which have since been granted.

[7] Accordingly, any claim specifically relating to the drugs OxyContin and OxyNEO would be excluded from the currently proposed class action regardless of which company manufactured same[6].

[8] Another exclusion, or what respondents qualify as a "carve-out", is stated as follows at paragraph 2.4.2 of the Re-Amended Application:

> 2.4.2 […] However, to the extent that any of the opioids listed in the following paragraphs were solely and exclusively available for use in a hospital setting (e.g., not available at any time during the Class Period to be prescribed for use in the home), such opioids are not the subject of the present Class Action.

[9] This additional carve-out will be discussed further in more detail but suffice it to say at this stage that Applicant does not intend to include exclusively hospital used opioids in the proposed class action.

[10] What is Applicant seeking as compensation by way of his proposed class action?

Compensation

[11] Alleging contraventions of the *Civil Code of Quebec* ("**C.C.Q.**")[7], the *Competition Act*[8] and the *Quebec Charter of Human Rights and Freedoms* (the "**Charter**")[9], Applicant will be seeking, should the class action be authorized, the collective recovery of the following compensation:

1. Non-pecuniary damages for each class member in the amount of $30,000, plus interest and indemnity from the date of service of the application for leave to institute a class action,

2. Punitive damages in the amount of $25,000,000 to be paid by each defendant, plus interest and indemnity as of the same date mentioned above, and

---

5 Exhibit P-38.
6 Exhibits P-54, P-55 and P-56.
7 CQLR c. CCQ-1991.
8 R.S.C. 1985, c. C-34.
9 CQLR c. C-12.

3. Pecuniary damages for each class member, to be determined and recoverable on an individual basis, with interest and indemnity as of the same date mentioned above.

[12] What is the legal syllogism on which Applicant's proposed class action is based?

Legal Syllogism

[13] Applicant argues that the proposed class action would be based, in part, on civil liability for injury caused by each of the defendants who manufactured, marketed, distributed and/or sold prescription opioids drugs with a safety defect thereby not affording the safety that a person is normally entitled to expect, and this without sufficient warnings as to the risks and the serious and potentially fatal dangers involved in the use thereof, which use caused members to develop OUD.

[14] This position is based essentially on Articles 1468 and 1469 C.C.Q. which read as follows:

1468. The manufacturer of a movable thing is bound to make reparation for injury caused to a third person by reason of a safety defect in the thing, even if it is incorporated with or placed in an immovable for the service or operation of the immovable.

The same rule applies to a person who distributes the thing under his name or as his own and to any supplier of the thing, whether a wholesaler or a retailer and whether or not he imported the thing.

1469. A thing has a safety defect where, having regard to all the circumstances, it does not afford the safety which a person is normally entitled to expect, particularly by reason of a defect in design or manufacture, poor preservation or presentation, or the lack of sufficient indications as to the risks and dangers it involves or as to the means to avoid them.

1468. Le fabricant d'un bien meuble, même si ce bien est incorporé à un immeuble ou y est placé pour le service ou l'exploitation de celui-ci, est tenu de réparer le préjudice causé à un tiers par le défaut de sécurité du bien.

Il en est de même pour la personne qui fait la distribution du bien sous son nom ou comme étant son bien et pour tout fournisseur du bien, qu'il soit grossiste ou détaillant, ou qu'il soit ou non l'importateur du bien.

1469. Il y a défaut de sécurité du bien lorsque, compte tenu de toutes les circonstances, le bien n'offre pas la sécurité à laquelle on est normalement en droit de s'attendre, notamment en raison d'un vice de conception ou de fabrication du bien, d'une mauvaise conservation ou présentation du bien ou, encore, de l'absence d'indications suffisantes quant aux risques et dangers qu'il comporte ou quant aux moyens de s'en prémunir.

[15] In addition, Applicant alleges that the proposed defendants were also negligent in a variety of other ways in relation to opioid drugs.

[16] That said, he goes further and alleges that the marketing of the opioids was intentionally done through deliberate misrepresentations to the effect that the opioid medications were less addictive than they knew them to actually be. This issue is not raised just in passing, without explanatory allegations. It is covered in the allegations found at paragraphs 2.39 to 2.124 of the Application, being from pages 16 to 32 thereof, as well as in common questions 5.4 to 5.6 and 5.11.

[17] In this regard, what Applicant alleges is that starting in the mid-1990s the respondents "acted in concert" to promote a false and misleading "new narrative" concerning the safety and efficacy of opioids in order to increase their use for treatment in a larger patient population, especially for chronic conditions.

[18] The Court, reading between the lines, understands that Applicant is arguing that respondents' marketing of opioid drugs, based on misrepresentations, is part of both their individual negligent conduct and, as well, their conspiratorial conduct contrary to the *Competition Act*[10].

[19] The alleged misrepresentations (the "**Misrepresentations**") are detailed by Applicant[11], as will be seen in a later section.

[20] Applicant further alleges that respondents engaged in aggressive sales tactics in order to spread the Misrepresentations[12].

[21] As a result of the Misrepresentations, and the related failure to inform and to warn, the resulting widespread use of "these dangerous and highly addictive prescription opioid drugs" allegedly gave rise to an opioid crisis throughout Canada, including in Quebec[13]. The Court will comment further on the relevance, if any, of an "opioid crisis" in the context of the proposed class action.

[22] According to Applicant, the use of such drugs in the circumstances described above has allegedly caused the Opioid Use Disorder suffered by all the putative class members[14].

---

10 *Supra*, note 8.
11 Application, *supra*, note 2, par. 2.45.
12 *Idem*, par. 2.82-2.84.
13 *Idem*, par. 2.132.
14 *Idem*, par. 2.148.

[23] In addition to the forgoing, Applicant argues that the fundamental rights of putative class members under the Quebec Charter have been violated by respondents. This issue, as well as others, will be addressed in later sections.

[24] As for respondents, they contest the Application arguing that Applicant has failed to satisfy his burden of demonstration as required at law, and this for a variety of reasons, some of which apply to them as a group and others on an individual basis. These latter issues will be addressed in more detail later herein, but only after the Court has addressed the more common ones.

[25] The various common or joint issues raised by respondents include the following:

- Applicant has failed to demonstrate a defendable case against each of the respondents, lumping them all together as if they all sold the same opioid product;
- Prescription opioid drugs cannot be treated as a class of drugs given the differences between the various products, including those relating to delivery, dosage and duration, such that they cannot all be said to have been consumed by Applicant or to have caused OUD or any other claimed damages;
- Certain respondents only had a small or insignificant market share or were on the market for a short period of time, such that they cannot all be said to have caused OUD or any other claimed damages;
- Applicant did not consume any opioid drugs manufactured, marketed, distributed and/or sold by certain of the respondents;
- Applicant has made no detailed allegations and has provided no evidence that confirms that all opioid medication can cause OUD;
- Respondents did not make misrepresentations and did not either market or promote their drugs, and this especially as regards generic drugs;
- Applicant has not shown the existence of any other members, and the Court cannot simply assume that there exist putative class members who consumed the opioid drugs of all respondents;
- Health Canada had approved all the drugs to which Applicant refers;
- The proposed class action would not be proportional, and the Court should not act as a commission of inquiry;

- Certain claims would be prescribed.

2. APPLICABLE AUTHORIZATION CRITERIA AND PRINCIPLES

[26] As the courts have confirmed on numerous occasions, the class action in Quebec has several objectives[15], including to facilitate access to justice, to modify harmful behaviour by way of deterrence, to provide for victim compensation and to conserve judicial resources.

[27] The criteria that must be met in Quebec in order for a class action to be authorized and for the representative plaintiff to be designated are stipulated at Article 575 *Code of Civil Procedure* (**C.C.P.**), which reads as follows:

> **575.** The court authorizes the class action and appoints the class member it designates as representative plaintiff if it is of the opinion that
>
> (1) the claims of the members of the class raise identical, similar or related issues of law or fact;
>
> (2) the facts alleged appear to justify the conclusions sought;
>
> (3) 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; and
>
> (4) the class member appointed as representative plaintiff is in a position to properly represent the class members.
>
> **575.** Le tribunal autorise l'exercice de l'action collective et attribue le statut de représentant au membre qu'il désigne s'il est d'avis que:
>
> 1° les demandes des membres soulèvent des questions de droit ou de fait identiques, similaires ou connexes;
>
> 2° les faits allégués paraissent justifier les conclusions recherchées;
>
> 3° la composition du groupe rend difficile ou peu pratique l'application des règles sur le mandat d'ester en justice pour le compte d'autrui ou sur la jonction d'instance;
>
> 4° le membre auquel il entend attribuer le statut de représentant est en mesure d'assurer une représentation adéquate des membres.

[28] And although the issue of proportionality is to be assessed with respect to the criteria stipulated at Article 575 C.C.P., it does not constitute an additional stand-alone criterion[16].

---

[15] *L'Oratoire Saint-Joseph du Mont-Royal* v. *J.J.*, 2019 SCC 35, par. 6; *Vivendi Canada Inc.* v. *Dell'Aniello*, 2014 SCC 1, par. 1; *Bank of Montreal* v. *Marcotte*, 2014 SCC 55, par. 43; *Western Canadian Shopping Centres Inc.* v. *Dutton*, 2001 SCC 46, par. 27-29.

[16] *Vivendi*, *supra*, note 15, par. 66.

[29] The role of the court at the authorization phase is to determine whether these statutory criteria are met. It is no more and no less than a "screening role"[17].

[30] And although the court has broad interpretation and application powers[18], in the event that the authorization judge is convinced that an applicant has met the said criteria, the class action must be authorized[19].

[31] The authorization stage being purely procedural in nature, the motions judge must not deal with the merits of the case, which will only be considered subsequently should the class action be authorized[20].

[32] Accordingly, an applicant's burden is not one of preponderance of proof but rather is one of demonstration[21]. It is a low threshold, to be considered in a generous and liberal manner[22]. These two elements are important to a court's analysis.

[33] Moreover, an applicant's allegations of fact are held to be true[23]. This is a crucial component of the filtering process. Accordingly, and subject to what follows, the authorization stage is generally not the time for a contestation as to alleged facts, which is more appropriate to the post-authorization phase. In other words, a motions judge is not to analyse the grounds of defence based on contested alleged facts.

[34] That said, in order to constitute a fact that is worthy of being held to be true, an allegation cannot simply be vague, general and imprecise, nor can it simply be an inference, a conclusion, an unverified hypothesis, an opinion or a legal argument[24]. Accordingly, a class action cannot solely be based on non-factual allegations[25].

---

17 *L'Oratoire*, *supra*, note 15, par. 7; *Vivendi*, *supra*, note 15, par. 37; *Infineon Technologies AG* v. *Option consommateurs*, 2013 SCC 59, par. 59 and 65.

18 *L'Oratoire*, *supra*, note 15, par. 8.

19 *Ibid*.

20 *Idem*, par. 7; *Infineon*, *supra*, note 17, par. 68; *Vivendi*, *supra*, note 15, par. 37; *Marcotte* v. *Longueuil (City)*, 2009 SCC 43, par. 22.

21 *Pharmascience inc.* v. *Option Consommateurs*, 2005 QCCA 437, par. 25.

22 *Infineon*, *supra*, note 17, par. 57-69.

23 *Idem*, par. 67; *L'Oratoire*, *supra*, note 15, par. 109; *Sibiga* v. *Fido Solutions inc.*, 2016 QCCA 1299, par. 52.

24 *Option Consommateurs* v. *Bell Mobilité*, 2008 QCCA 2201, par. 38; *Harmegnies* v. *Toyota Canada* inc., 2008 QCCA 380, par. 44; *Bourdeau* v. *Société des alcools du Québec*, 2018 QCCS 3120, par. 33 (Confirmed, 2020 QCCA 1553); *Durand* v. *Attorney General of Quebec*, 2018 QCCS 2817, par. 140-141.

25 *Sibiga*, *supra*, note 23, par. 14.

[35] If the allegation of fact is not sufficiently precise as to be held to be true, then essential allegations need generally be supported by some form of evidence so as to qualify as being arguable[26].

[36] Moreover, the individual who seeks to act as class representative must be able to ensure an adequate representation of the members. This is generally not a difficult criterion to satisfy, albeit that person must generally have an arguable case as regards his own claim that makes him a member of the class. Moreover, the authorization judge must consider proportionality when deciding whether the proposed representative can provide adequate representation on behalf of the proposed class[27].

[37] The Court of Appeal has recently confirmed anew the factors to be considered for the purposes of assessing the status of representative[28]:

> [25] La jurisprudence enseigne que les facteurs pertinents pour apprécier le critère relatif au statut de représentant, énoncé au paragraphe 575(4°) *C.p.c.*, sont l'intérêt du représentant à poursuivre, sa compétence et l'absence de conflit d'intérêts. Ces facteurs doivent être interprétés de manière libérale. Comme la Cour suprême l'écrit dans *Infineon Technologies AG c. Option consommateurs*, « [a]ucun représentant proposé ne devrait être exclu, à moins que ses intérêts ou sa compétence ne soient tels qu'il serait impossible que l'affaire survive équitablement ».
>
> [26] Ici, la juge de première instance constate la « réelle motivation des demandeurs à remplir un tel rôle » et « leur capacité pour ce faire ». La capacité, l'intérêt sincère et légitime des appelants ainsi que l'absence de conflit d'intérêts sont établis. Les exigences additionnelles imposées par la juge — concernant les tentatives faites par les appelants pour contacter d'autres personnes intéressées et la démonstration du nombre de personnes visées par le Groupe — ne sont pas pertinentes pour statuer sur leur statut de représentants.
>
> [References omitted.]

[38] Subject to demonstrating a personal arguable case, satisfying the criteria applicable to the representative plaintiff appears to now be treated as a form of presumption, thereby requiring the respondent to demonstrate the existence of an exception, as described in the above citation. The nature and level of proof that is required in this regard is to be determined on a case-by-case basis.

[39] Ultimately, in case of doubt as to whether to authorize a class action, the courts have applied the approach of authorizing it and referring the action to a judge in the

---

26 *L'Oratoire*, *supra*, note 15, par. 59.
27 *Marcotte*, *supra*, note 15, par. 45.
28 *D'Amico* v. *Procureure générale du Québec*, 2019 QCCA 1922, par. 25-26.

post-authorization phase who can then make all the necessary decisions, taking into consideration the more detailed proof provided by the parties[29].

[40] In keeping with the foregoing, the authorization stage is intended to prevent cases going forward that are not "defendable" or "arguable"[30] or otherwise described as being frivolous, untenable, unjustifiable or clearly unfounded[31].

[41] In that regard, the Court of Appeal confirmed, in *Sibiga*[32], that notwithstanding the objectives of class actions, as stated above, and the screening role to be exercised by the motions judge, the latter must nevertheless avoid a "lack of rigour at authorization [which] can indeed weigh down the courts with ill-conceived claims, creating the perverse outcome that the rules on class actions serve to defeat the very values of access to justice they were designed to champion".

[42] In other words, authorization is not a proverbial "rubber-stamp" process, and an applicant is required to demonstrate, on a *prima facie* basis, the existence of an "arguable" case.

[43] That said, however, the Quebec class action authorization process seems to continue to move towards a "mere formality" ("*une simple formalité*"), without yet having fully arrived there.

[44] In *L'Oratoire*[33], Justice Brown of the Supreme Court of Canada, expressly declined in 2019 to reinforce the Quebec authorization process, stating this as follows:

> [62] Despite what certain jurists would prefer (see, for example, *Whirlpool Canada v. Gaudette*, 2018 QCCA 1206, at para. 29 (CanLII) (in *obiter*); C. Marseille, "Le danger d'abaisser le seuil d'autorisation en matière d'actions collectives — Perspectives d'un avocat de la défense", in C. Piché, ed., *The Class Action Effect* (2018), 247, at pp. 252-53), it is in my opinion not advisable for this Court to [TRANSLATION] "reinforce" the
>
> [62] Malgré les souhaits exprimés en ce sens par certains juristes (voir, par exemple, *Whirlpool Canada c. Gaudette*, 2018 QCCA 1206, par. 29 (CanLII) (en *obiter*); C. Marseille, « Le danger d'abaisser le seuil d'autorisation en matière d'actions collectives — Perspectives d'un avocat de la défense », dans C. Piché, dir., *L'effet de l'action collective* (2018), 247, p. 252-253), il n'est selon moi pas opportun que notre Cour « renforce » le processus d'autorisation ou

---

29 *Johnson & Johnson inc.* v. *Gauthier*, 2020 QCCA 1666, par. 21.
30 *Infineon*, *supra*, note 17, par. 61-65; *L'Oratoire*, *supra*, note 15, par. 61.
31 *L'Oratoire*, *supra*, note 15, par. 56; *Sibiga*, *supra*, note 23, par. 24; *Charles* v. *Boiron Canada inc*., 2016 QCCA 1716, par. 43; *Fortier* v. *Meubles Léon ltée*, 2014 QCCA 195, par. 70;
32 *Sibiga*, *supra*, note 23, par. 14.
33 *L'Oratoire*, *supra*, note 15, par. 62.

> authorization process or otherwise "revisit" its decisions in *Infineon* and *Vivendi*, which, I would add, can be said to have been endorsed by the Quebec legislature when the new *C.C.P.* came into force on January 1, 2016 (see *Commentaires de la ministre de la Justice*, at p. 420: [TRANSLATION] "[Article 575] restates . . . the former law"). I agree with my colleague Côté J., however, that the burden of establishing an "arguable case", although not a heavy one, "does exist", and "the applicant must meet it": Côté J.'s reasons, at para. 205, citing *Sofio*, at para. 24. This means that the authorization process must not be reduced to "a mere formality" […]
>
> autrement « révise » ses arrêts *Infineon* et *Vivendi*, dont il est par ailleurs possible de dire qu'ils ont été entérinés par le législateur québécois lors de l'entrée en vigueur du nouveau *C.p.c.* le 1er janvier 2016 (voir *Commentaires de la ministre de la Justice*, p. 420 : « [L'article 575] reprend [. . .] le droit antérieur »). Je conviens cependant avec ma collègue la juge Côté que le fardeau d'établir une « cause défendable » — quoique peu élevé — « existe » et « doit être franchi par le demandeur » : motifs de la juge Côté, par. 205, se référant à *Sofio*, par. 24. Ainsi, il faut éviter de réduire le processus d'autorisation à « une simple formalité » […]

[45] The mere fact that the Supreme Court of Canada considered it necessary to refuse reinforcing the Quebec rules relating to class action authorization, while drawing a line short of a mere formality, speaks loudly as to where the process has developed over time.

[46] In this regard, the Supreme Court has confirmed, as it did in *Asselin*[34], that it supports "a flexible, liberal and generous approach to the authorization conditions that 'favours easier access to the class action as a vehicle for achieving the twin goals of deterrence and victim compensation' […]".

[47] What also comes to mind is the third objective of class actions as described by the Supreme Court in the first paragraph of the oft-cited decision in the matter of *Vivendi*[35], being "conserving judicial resources"/"*économiser les ressources judiciaires*", which the Quebec Court of Appeal reiterates in the case of *Sofio*[36] as follows:

> [26] Rappelons finalement que le véhicule procédural que constitue le recours collectif poursuit divers objectifs, dont, entre autres : « […] faciliter l'accès à la justice, modifier des comportements préjudiciables et économiser des ressources judiciaires ». Il n'est pas là pour permettre que se retrouvent devant les tribunaux des recours qui, par ailleurs, n'ont aucune raison d'y être. Ceux-ci consacreraient à ces dossiers du temps qui pourrait être autrement utilisé pour le

---

34 *Desjardins Cabinet de services financiers inc.* v. *Asselin*, 2020 SCC 30, par. 16.

35 *Vivendi*, *supra*, note 15.

36 *Sofio* v. *Organisme canadien de réglementation du commerce des valeurs mobilières (OCRCVM)*, 2015 QCCA 1820, par. 26.

> bénéfice d'autres justiciables, nuisant ainsi, dans une perspective globale, à l'accès à la justice et à l'utilisation efficiente des ressources judiciaires.
>
> [Reference omitted.]

[48] The Supreme Court in *Asselin* went on to say, at paragraph 17 thereof, in citing Justice Brown in *Oratoire*, that such a liberal and generous approach requires the authorization judge to "pay particular attention not only to the alleged facts but also to any inferences or presumptions of fact or law that may stem from them and can serve to establish the existence of an 'arguable case'".

[49] Moreover, that Court agreed, at paragraph 18 and following, with the Quebec Court of Appeal's use of the expression "read between the lines" as being intended to "denounce… rigidity and literalism" by authorizing judges. The expression is not intended as an invitation to "rewrite a cause of action", but rather to recognize that "allegations may be imperfect but their true meaning may nonetheless be clear".

[50] The Quebec Court of Appeal in the case of *Haroch* v. *Toronto-Dominion Bank*[37] reiterates that these principles apply at the authorization stage.

[51] Moreover, this more flexible and generous approach directly impacts the issue of evidence at the authorization stage. Contrary to what is often pleaded, applicants are not always required to file evidence and any such evidence if filed can be limited.

[52] Recently, Justice Morissette of the Quebec Court of Appeal in the matter of *Homsy* v. *Google*[38], referring to the issue of "certain proof" as mentioned in *L'Oratoire*, paraphrased the current state of the law in this regard as follows:

> [24] […] Je paraphrase : ainsi donc, si les faits allégués sont suffisamment clairs, précis et spécifiques, la partie en demande est dispensée de fournir une « certaine preuve » au soutien de ce qu'elle allègue. Voilà qui à mon avis constitue une nouvelle atténuation des exigences préalables à l'obtention d'une autorisation. C'est néanmoins l'état actuel du droit positif.

[53] Moreover, in *Infineon*[39], the Supreme Court of Canada confirms that such "certain" evidence may be "limited" and yet still sufficient. In other words, such evidence is not required to prove the alleged fact but rather to render the allegation of fact such that it can be considered as true for authorization purposes.

---

37 2021 QCCA 1504, par. 12.
38 2023 QCCA 1220, par. 24.
39 *Infineon*, *supra*, note 17, par. 134.

[54] It is difficult to understand in the context of proportionality how it is that notwithstanding all the foregoing guidelines and objectives, the class action authorization phase in Quebec continues to require the court to invest such important resources, in addition to the costs involved for all concerned, simply to determine whether the proposed class action is frivolous.

[55] And although the principle of proportionality was codified in the 2014 "new" *Code of Civil Procedure*[40], it often plays a minor role in the authorization phase. It tends to be argued from the perspective of respondents arguing that the proposed class action will not be proportional and therefore the court should deny authorization.

[56] Clearly, frivolous or untenable class actions should not be instituted as they would use precious judicial resources to the detriment of access to justice for others. One cannot help but wonder, however, whether the authorization phase is not unintentionally, or otherwise, being used in such a way as to have the same undesirable effect.

[57] In other words, how rigorous need an analysis be to determine that a proposed class action is or is not "frivolous", especially when using an approach that is supple, liberal and generous?

[58] Obviously, a rigorous analysis does not equate to an analysis of the possible defences on the merits. The Court is not to assess an applicant's chances of success on the merits, unless some other statutory requirement requires it.

[59] Nor is the Court to require evidence on the part of an applicant except where an allegation of fact is too vague or imprecise to assume its veracity. Even then, the required evidence can be limited to what is necessary to enable the court to assume the veracity of the allegation in question, as opposed to concluding on the probative value of the evidence. To require more would perversely mean that such evidence would need be more convincing than allegations of fact generally.

[60] In this regard, even indirect proof is permitted at the authorization stage to show that the legal syllogism of the proposed class action is not frivolous[41].

[61] What the Court should do is to conduct a serious analysis of the criteria stipulated at Article 575 C.C.P. so as to ensure that the proposed class action is not frivolous, and this while applying a supple, liberal and generous approach in respect of the desired goals and objectives of class actions, being, as stated above, and throughout the jurisprudence, to facilitate access to justice, to modify harmful

---

40 Article 18, C.C.P.

41 *Pharmacie Tania Kanou (Jean Coutu)* v. *Turgeon (Succession de Côté)*, 2020 QCCA 303, par. 24 ff. (Leave to appeal denied, 2020 CanLII 68944 (SCC)).

behaviours by way of deterrence, to provided for victim compensation and to conserve judicial resources.

[62] The Court will now proceed to apply the applicable criteria and principles to the present matter.

3. ANALYSIS: ART. 575(2) C.C.P. – DO THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT?

[63] As mentioned above, there are a number of common or joint arguments that have been raised by all or, in some cases, many of the respondents. The Court considers it best to analyse those prior to considering the individual positions of certain respondents.

[64] Of these, one of the most critical issues relates to the principle of authorizing a class action against multiple defendants even in the absence of an applicant's personal arguable cause of action against each respondent individually.

[65] But before proceeding further with that issue, the Court considers it useful to describe what Opioid Use Disorder is alleged to mean in the present matter.

3.1. The alleged meaning of Opioid Use Disorder (OUD)

[66] OUD is alleged to be the following[42], which replicates the DSM-5 diagnostic criteria published in a text from the British Columbia Centre on Substance Abuse[43], which itself is said to be based on the American Psychiatric Association's Diagnostic and statistical manual of mental disorders[44]:

> 2.149. Sufferers of Opioid Use Disorder experience at least two of the following diagnostic symptoms:
>
> 2.149.1. Opioids are often taken in larger amounts or over a longer period than was intended;
>
> 2.149.2. There is a persistent desire or unsuccessful efforts to cut down or control opioid use;
>
> 2.149.3. A great deal of time is spent in activities necessary to obtain the opioid, use the opioid, or recover from its effects;
>
> 2.149.4. Craving or a strong desire to use opioids;

---

42 Application, note 2, par. 2.149; see also Exhibit P-35, pages 1/5 and 2/5, and Exhibit P-28, p. 51 ff.
43 Exhibit P-37.
44 *Ibid.*; DSM-5, 5th ed., Arlington, VA: American Psychiatric Publishing Inc.

2.149.5. Recurrent opioid use resulting in a failure to fulfill major role obligations at work, school, or home;

2.149.6. Continued opioid use despite having persistent or recurrent social or interpersonal problems caused or exacerbated by the effects of opioids;

2.149.7. Important social, occupational, or recreational activities are given up or reduced because of opioid use;

2.149.8. Recurrent opioid use in situations in which it is physically hazardous;

2.149.9. Continued use despite knowledge of having a persistent or recurrent physical or psychological problem that is likely to have been caused or exacerbated by opioids;

2.149.10. Tolerance*, as defined by either of the following:

1. Need for markedly increased amounts of opioids to achieve intoxication or desired effect; and

2. Markedly diminished effect with continued use of the same amount of opioid.

2.149.11. Withdrawal*, as manifested by either of the following:

1. Characteristic opioid withdrawal syndrome; and

2. Same (or a closely related) substance is taken to relieve or avoid withdrawal symptoms.

*Patients who are prescribed opioid medications for analgesia may exhibit these two criteria (withdrawal and tolerance) but would not necessarily be considered to have a substance use disorder.

[67] In applying the criteria, OUD is established as follows[45]:

- The presence of at least 2 of these symptoms indicates an Opioid Use Disorder (OUD);

- The severity of the OUD is defined as:

  - MILD: The presence of 2 to 3 symptoms;

[45] *Ibid.*

- MODERATE: The presence of 4 to 5 symptoms;

- SEVERE: The presence of 6 or more symptoms.

[68] As of May 25, 2017, Applicant was diagnosed at Hôpital Saint-Luc of the CHUM with severe OUD according to the admissions document filed as evidence in support of his Application for authorization[46].

[69] As regards the effects of OUD on individuals, they are alleged by Applicant to be[47]:

> 2.150. Opioid Use Disorder has crippling effects on its victims, including in the form of:
>
> 2.150.1. personal injury, including addiction;
>
> 2.150.2. severe emotional distress, social stigma, prejudice and discrimination resulting from addiction;
>
> 2.150.3. a lack of awareness that they are suffering from Opioid Use Disorder;
>
> 2.150.4. overdose, serious injury, and death;
>
> 2.150.5. out of pocket expenses relating to their drug dependence, including for treatment and recovery; and
>
> 2.150.6. loss of income.

[70] It is argued by certain respondents that the criteria list DSM-5 is incomplete, but in the Court's view, whether that is true or not, the list and its application are certainly sufficient for authorization purposes.

[71] It was also argued that there is no evidence of what specific drugs cause OUD. That issue, in the Court's view, is part of what a defendant might want to flush out in more detail as part of a defence on the merits. For the purposes of authorization, the Court considers that Applicant has made, for authorization purposes, a sufficient demonstration, with evidence in hand, that opioid drugs can cause OUD.

[72] Also, the fact that in some thirteen (13) other court cases the applicants provided more evidence, including expertise, than the present Applicant does not, contrary to what is argued by certain respondents, constitute a criteria that need be applied to all

---

46 Exhibit P-51 (Under Seal): "*Trouble de l'usage des opioïdes sévère*".
47 Application, par. 2.150.

cases. The Court does not consider that applicants in all medication-based class action proceedings are required to file at the authorization stage all the evidence, including expertise, in support of their proposed class action. In the Court's view, that is a bridge too far to require crossing at the authorization stage.

3.2. Respondents whose opioid drugs were not consumed by Applicant: Legal Standing

[73] In the present case, Applicant alleges that he is a Quebec resident. He has provided documented evidence[48] that supports his allegation that having been prescribed and having consumed opioids for more than a decade, he has been diagnosed with and treated for OUD in both the in-patient and out-patient programs at the Centre hospitalier de l'Université de Montréal (the "**CHUM**"), and this since 2017[49].

[74] From an historical perspective, he alleges that he suffered multiple fractures in 2005 when he fell from a roof. At the time of the accident, he was the owner of a roofing business.

[75] While hospitalized as a result of his accident, Applicant alleges that he was given a number of different opioids. After his discharge in November 2005, he asserts that he remained on prescription Dilaudid manufactured by respondent Abbott Laboratories Ltd. ("**Abbott**").

[76] From January 2006 to the moment he was admitted to the CHUM OUD program in May 2017, he alleges that he had been dispensed the following prescription opioids[50]:

1. Dilaudid, manufactured by Abbott and, in or around 2009, by Purdue Pharma ("**Purdue**");

2. Controlled-release Hydromorph Contin (hydromorphone) manufactured by Purdue;

3. Periodically, in 2010 and 2013, a generic immediate-release hydromorphone, PMS-Hydromorphone manufactured by Pharmascience Inc. ("**Pharmascience**");

4. In April 2008, Teva-Emtec-30, a codeine drug manufactured by Teva Canada Limited ("**Teva**"), and this as a result of dental surgery for an abscess;

---

48 Exhibits P-51, P-52 and P-53.
49 Application, par. 2.210 to 2.232.
50 *Idem*, par. 2.216 to 2.219.

5. In December 2009, Ratio-Emtec-30, a codeine drug manufactured by then Ratiopharm Inc. ("**Ratiopharm**") which, in August 2010, merged into Teva, the use of which also resulted from an abscess;

6. In April 2015, Procet-30, a codeine drug manufactured by Pro Doc Ltée ("**Pro Doc**"), which he claims to have taken after dental surgery for an extraction that lasted 2 to 3 hours.

[77] Applicant also alleges that even prior to his accident in 2005, more particularly in early 2000, he had been prescribed, for burns he had suffered, Empracet-30, a codeine drug manufactured by Glaxosmithkline Inc[51].

[78] During his testimony before the Court, while questioned by counsel for various respondents at the beginning of the hearing, Applicant denies having been warned by a doctor or pharmacist against over-consumption of opioids, clarifying that he does not recall any warnings.

[79] It would only have been in 2014-2015 that he says he received any explanatory papers from the pharmacist, which he further states he only looked at quickly, being already at the maximum dosage for opioid medication.

[80] Between 2012 and 2017, his testimony is that he had been told that he was at the maximum dosage. The issue for him was that the maximum dosage was having no effect. Around 2015, his doctor had said to reduce the dosage and then increase it again, but he did not do that.

[81] By 2017, according to his testimony, the opioids were not doing him any good and so, he decided to stop. He went to the CHUM OUD clinic. He describes his experience with opioids as "*l'enfer sur terre*"[52].

[82] He testified that it was only while in the OUD program at the CHUM that he became aware of the risks. His treating doctor there told him that it would be a long and difficult road to end his use of opioids, and he alleges that it was. He remained at the hospital as an in-patient for 8 days to reduce his use and then for 1 year as an out-patient.

[83] Following his discharge in June 2017 from the CHUM OUD program, Applicant alleges that the continued to be prescribed Dilaudid and Hydromorph Contin, in lower dosages. He further alleges that at times he received a generic form of Dilaudid, being either Apo-Hydromorphone manufactured by Apotex Inc. ("**Apotex**") or PMS-Hydromorphone by Pharmascience. In addition, he alleges that his doctor, between

---

51 It has concluded a settlement with Applicant.

52 "Hell on earth" in English.

early November and early December 2017, switched his medication to sustained-release morphine, being Teva-Morphine SR, by Teva, and Morphine SR manufactured by Sanis Health Inc.[53], as well as Statex, manufactured by Paladin Labs Inc.[54]. However, due to an alleged intolerance to morphine, his prescriptions were switched back to Dilaudid and Hydromorph Contin.

[84] He alleges having been re-admitted to the OUD program at the CHUM in February 2018, where Metadol (methadone) was administered as part of his treatment. He had once again been diagnosed with OUD[55].

[85] In July 2021, Applicant alleges that he was prescribed Dilaudid in an emergency department to alleviate the pain associated with shingles, and that his family doctor continued thereafter to prescribe it to him.

[86] Apart from demonstrating that Applicant has suffered from OUD, the foregoing demonstrates that Applicant does not purport to have consumed opioid drugs from numerous respondents, being Bristol-Myers Squibb Canada Co., Ethypharm Inc., Janssen Inc., Joddes Limited, Laboratoire Atlas inc., Laboratoire Riva inc., Laboratoires Trianon inc., Pfizer Canada ULC, Sandoz Canada Inc., Sanofi-Aventis Canada Inc. and Sun Pharma Canada Inc. (the "**Not-used Respondents**").

[87] These Not-used Respondents argue, amongst other issues, that Applicant has the duty to demonstrate an arguable case against each and every respondent he seeks to sue in the proposed class action, which he has failed to do, not having used medication manufactured, distributed or sold by all of them. Accordingly, they argue that he lacks standing against them. It is argued that Applicant only used 13 medications from 11 manufacturers, representing a rather small percentage of the industry.

[88] They put the question as to why Applicant has not limited his proceeding to only those respondents whose medication he actually consumed rather than disproportionately targeting what is tantamount to the entire opioid-drug-manufacturing industry.

[89] In support of his position that he is not required to have consumed drugs manufactured, distributed or sold by each and every respondent in order to have sufficient legal standing to sue them, he refers to the oft-cited decision of the Supreme Court of Canada in *Bank of Montreal* v. *Marcotte*[56].

---

53 Applicant has settled out of court with Sanis.
54 The proceeding against Paladin has been suspended.
55 Exhibit P-52.
56 *Marcotte*, *supra*, note 15.

[90] In that case, the Supreme Court stated, as follows, that a class-action representative is not required to have a direct cause of action against each defendant in a class action[57]:

> [43] Nothing in the nature of class actions or the authorization criteria of art. 1003 requires representatives to have a direct cause of action against, or a legal relationship with, each defendant in the class action. The focus under art. 1003 of the *CCP* is on whether there are identical, similar or related questions of law or fact; whether there is someone who can represent the class adequately; whether there are enough facts to justify the conclusion sought; and whether it is a situation that would be difficult to bring with a simple joinder of actions under art. 67 of the *CCP* or via mandatary under art. 59 of the *CCP*. As noted in *Infineon Technologies AG v. Option consommateurs*, 2013 SCC 59, [2013] 3 S.C.R. 600, this Court has given a broad interpretation and application to the requirements for authorization, and "the tenor of the jurisprudence clearly favours easier access to the class action as a vehicle for achieving the twin goals of deterrence and victim compensation" (para. 60). Article 1003(*d*) still requires the representative plaintiff to be "in a position to represent the members adequately". Under this provision, the court has the authority to assess whether a proposed representative plaintiff could adequately represent members of a class against defendants with whom he would not otherwise have standing to sue.
>
> […]
>
> [43] Rien dans la nature du recours collectif ou dans les critères d'autorisation prévus à l'art. 1003 n'exige une cause d'action directe par le représentant contre chaque défendeur ou un lien de droit entre eux. L'article 1003 *C.p.c.* appelle l'analyse suivante : Les recours soulèvent-ils des questions de droit ou de fait identiques, similaires ou connexes? Quelqu'un est-il en mesure d'assurer une représentation adéquate des membres? Un nombre suffisant de faits justifient-ils la conclusion recherchée? Enfin, la situation rend-elle difficile le simple recours joint, prévu à l'art. 67 *C.p.c.,* ou le mandat, prévu à l'art. 59 *C.p.c.*? Comme elle l'indique dans l'arrêt *Infineon Technologies AG c. Option consommateurs*, 2013 CSC 59, [2013] 3 R.C.S. 600, notre Cour privilégie une interprétation et une application larges des critères d'autorisation du recours collectif et « la jurisprudence a clairement voulu faciliter l'exercice des recours collectifs comme moyen d'atteindre le double objectif de la dissuasion et de l'indemnisation des victimes » (par. 60). L'alinéa 1003*d*) exige cependant du représentant qu'il soit « en mesure d'assurer une représentation adéquate des membres ». Cette disposition confère donc au tribunal le pouvoir de décider si le représentant proposé pourrait assurer une représentation adéquate des membres du groupe à l'égard des défendeurs contre lesquels il n'aurait pas en d'autres circonstances le statut

[57] *Idem*, par. 43, 45 and 46.

[45] In other words, the authorizing judge has an obligation to consider proportionality — the balance between litigants, good faith, etc. — when assessing whether the representative is adequate, or whether the class contains enough members with personal causes of action against each defendant.

[46] The facts of this case demonstrate the importance of granting the representative plaintiffs standing even where they do not have a personal cause of action against each defendant. As in *CHSLD Christ-Roi*, the same legal issues are present in the action of each class member against each Bank. Each Bank faces more or less the same issues regarding the interpretation and application of the *CPA*, and counters with the same arguments about its constitutional applicability. Even more tellingly, when questioned by the trial judge as to whether he should disregard the evidence heard from one Bank in his decision *vis-à-vis* the other Banks, the Banks argued that even if Mr. Marcotte and Mr. Laparé were found to not have standing for all of the Banks, this evidence was pertinent to the questions at issue for all the Banks and should not be disregarded (trial reasons, at para. 197).

pour poursuivre.

[…]

[45] Autrement dit, le juge saisi de la requête en autorisation a l'obligation de tenir compte de la proportionnalité — équilibre entre les parties, bonne foi, etc. — pour déterminer si le représentant proposé peut assurer une représentation adéquate, ou si le groupe compte suffisamment de membres dotés d'une cause personnelle d'action contre chacun des défendeurs.

[46] Les faits de la présente affaire font foi de l'importance d'attribuer le statut de représentant aux demandeurs même s'ils n'ont pas de cause d'action personnelle contre chacun des défendeurs. Tout comme c'était le cas dans l'affaire *CHSLD Christ-Roi*, l'action de chaque membre du groupe à l'encontre de chaque défendeur soulève des questions de droit identiques. Chaque banque se voit opposer à peu de chose près les mêmes questions d'interprétation et d'application de la *L.p.c.* et répond par les mêmes arguments sur la constitutionnalité de son application. Qui plus est, au juge du procès qui leur a demandé s'il devait ignorer la preuve produite par une banque concernant les autres, ces dernières ont répondu que cette preuve demeurait pertinente dans l'analyse des questions en litige au regard de chacune des banques et ne saurait être écartée, même si le tribunal concluait à l'impossibilité pour MM. Marcotte et Laparé de représenter le groupe à l'égard de toutes les banques (motifs de première instance, par. 197).

[91] Certain Not-used Respondents argue that in order to bring a class action against multiple defendants from the same industry without a direct cause of action against each of them, it is necessary for all such defendants to be in the exact same legal position.

[92] This, they argue, was the case in *Marcotte*, which involved the repayment of conversion charges imposed by several credit card issuers on credit card purchases made in foreign currencies, with two groups of essentially identical contractual provisions.

[93] They plead that in cases where there is an important variety of very different factual and legal relationships, then a class action against respondents with whom an applicant has no legal relationship should not be authorized[58].

[94] Insofar as medication-based class actions are concerned, they argue that as a result of the decision of the Court of Appeal in *Baratto* v. *Merck Canada Inc.*[59], an applicant can be authorized to institute a class action against multiple defendants even though he did not consume products from all of them but only on the condition that the molecule or active ingredient for all the medication is the same.

[95] In *Baratto*, after citing *Marcotte*, Justice Hogue stated the following[60]:

> [75] Ce principe [de la proportionnalité] a notamment permis d'établir que le représentant n'a pas besoin d'avoir une cause directe contre chaque défendeur. Selon moi, il n'a pas non plus à avoir consommé chacun des produits lorsque, comme ici, il allègue que les produits comportent la même molécule qui est à la source des effets secondaires dont il se plaint.
>
> [Reference omitted.]

[96] This they suggest is similar to the defendants in the tobacco class action who all sold cigarettes that contained the same active ingredient, being nicotine, that was ingested in the same manner.

[97] As well, certain Not-used Respondents cite the Court of Appeal decision in *Apple Canada Inc.* v. *Badaoui*[61], where the applicant proposed to institute a class action involving five different Apple products, and this in relation to alleged problems with

---

58 *Lachaine* v. *Air Transat AT inc.*, 2021 QCCS 2305.
59 2018 QCCA 1240.
60 *Idem*, par. 75.
61 2021 QCCA 432.

rechargeable batteries. That decision contained the following observation by the Court[62]:

> [71] La distinction avec la présente affaire est qu'il n'y a pas en l'espèce d'allégation ni aucune preuve dans le dossier que les piles rechargeables des iPhones sont les mêmes que celles des autres appareils et, tel que mentionné, que les consommateurs qui les ont achetés ont éprouvé les mêmes problèmes.

[98] In other words, according to the Not-used Respondents, Applicant has simply lumped together all the various drugs under the broad category of opioids without making sufficient allegations or filing sufficient evidence that they are "identical" while in fact they actually differ in terms of active ingredients, formulation, mode of administration, use, dosage, method of release and strength.

[99] In the Court's view, however, and as indicated above, the Supreme Court of Canada in *Marcotte* stated a clear and simple principle to the effect that a class-action representative is not required to have a direct cause of action against each defendant in a class action[63]. That train has left the station and the issue need not be debated anew.

[100] The Supreme Court also did not establish a criterion whereby the factual or legal situation for each defendant must be "identical" as in the form of an identical molecule for medication; nor has the Quebec Court of Appeal.

[101] The Court understands from *Marcotte*, *Baratto* and *Apple* that what is essential in such multiple respondent or industry-wide cases is that the allegations, and perhaps the evidence if any in the file, must lead the motions judge to conclude that there are identical, similar or related questions of law or fact involving the respondents. This assessment is to be done on a case-by-case basis.

[102] Moreover, the Court does not understand, contrary to what certain Not-used Respondents plead, that *Baratto* constitutes a bar to any and all drug-based class actions where the drugs in question do not have the exact same molecule.

[103] Instead, one must consider the nature of the claim as expressed through the allegations and possibly the evidence, if any. The task at hand for the authorization judge is to identify what the common elements are. Such common elements may be identical or similar or related. The role of the Court, in this regard, is not to seek out the differences.

[104] In *Baratto*, Merck had manufactured two different drugs, with different names, which were destined to treat two different medical problems, one being benign prostate

---

62 *Idem*, par. 71.
63 *Marcotte*, *supra*, note 15, par. 43.

hypertrophy, and the other male hair loss. It was in this context that the Court of Appeal took into consideration the fact that notwithstanding the differences, the two drugs comprised the same molecule. It was an inclusive element, common to the putative class members.

[105] In the present case, the common element is that all putative class members were prescribed and consumed opioid drugs and further they all suffered OUD. It is the opioid, a pain medication belonging to a class of drugs known as opioids[64], that is common and inclusive, and is alleged to have caused a common medical disorder.

[106] Accordingly, the Court is of the view that in the present case, the presence of a common class of drugs, combined with a diagnosis of OUD, would be sufficient for standing against Not-used Respondents at the authorization stage.

[107] In this regard, the Court, notwithstanding the differences between the authorization of class actions in Quebec and in British Columbia, considers as particularly relevant the following excerpts cited by Applicant from the decision of Justice Brundrett of the British Columbia Supreme Court in the matter of that province's lawsuit instituted against approximately 50 corporate entities operating in the opioid pharmaceutical industry[65]:

> [64] The defendants argue that such a pleading is vague, ambiguous, and substantively inappropriate, particularly where, as here, the plaintiff has impleaded many groups of disparate defendants to complain about different products, market events, and asserted harms spanning many years from 1996 forward. The defendants submit that it is inappropriate to either "lump" defendants or causes of action together where, in reality, what is being asserted are separate claims against separate parties. The defendants submit that the plaintiff's proposed blanket allegations do nothing to particularize and delineate the particulars of each cause of action as against each defendant […] The defendants submit that, due to the lack of material facts in support of each of the plaintiff's claims, they are left guessing as to what conduct is alleged against which defendant in relation to which product.
>
> […]
>
> [74] With respect to the allegedly impermissible grouping or lumping, I accept the plaintiff's argument and reject the defendants' submission. This is not a case where diverse groups of defendants are simply lumped together. While there are

---

64 By way of example, exhibits JAN-1 (p. 30), JAN-2 (p. 29), JAN-3 (pp. 13 and 47), JAN-4 (pp. 52-53), JAN- 5 (p. 45), JAN-6 (p. 46), JAN-7 (p. 41), JAN-8 (p. 42), JAN-9 (p. 44), RL-2 (pp. 10, 40-41), R-3 (pp. 10, 41-42), RL-4 (pp. 39-40), RL-5 (pp. 14, 29-35), RL-6 (p. 26), RL-7 (p. 26), RL-8 (pp. 25-26), RL-9 (pp. 25-26), RL-11 (p. 55), RL-12 (p. 55), P-12 (p. 47), P-41 (p. 27), Apotex Exhibit B (p. 31), J.

65 *British Columbia* v *Apotex* Inc., 2022 BCSC 1, par. 64, 74 and 77.

> differences between the individual defendants, the groups of defendants include similar entities alleged to have done similar things.
>
> […]
>
> [77] While I acknowledge the need for a certain level of specificity, it seems to me that the plaintiff's approach of grouping defendants is permissible in this particular context. From the plaintiff's perspective, all of the Manufacturer Defendants manufactured and allegedly vigorously and falsely marketed opioid products, and all of the Distributor Defendants allegedly distributed opioid products in quantities that exceeded any legitimate market. As the plaintiff argues, little would be gained by requiring the plaintiff to reiterate the same allegation against each defendant individually in its pleadings. Some level of categorization is permissible, and even desirable, in this particular context to make the plaintiff's case coherent and to avoid overloading the pleadings with unnecessary content.

[108] In fact, the Province of Quebec has recently adopted the *Loi sur le recouvrement du coût des soins de santé et des dommages-intérêts liés aux opioïdes*[66] (the "**New Act**"), thereby enabling the Quebec government to institute a class action on its own behalf and that of other provincial governments or institutions in order to recover health care costs resulting from the use of opioids or, alternatively, to join in class actions instituted elsewhere in Canada for that purpose, such as in the said British Columbia action against many of the same respondents identified in the present Application.

[109] Moreover, it is interesting to note that the New Act specifically envisages class actions not only by the Quebec government, but also by individuals and their heirs[67], for the recovery of damages resulting from opioid medication, being those specifically listed in Annex I of the Act. The *Notes Explicatives* include the following:

> Par ailleurs, le projet de loi étend l'application de certaines de ces adaptations à toute action prise par une personne, ses héritiers ou autres ayants cause pour le recouvrement de dommages-intérêts en réparation de tout préjudice lié aux opioïdes causé ou occasionné par une faute commise au Québec par un fabricant ou un grossiste de produits opioïdes ou l'un de ses consultants, de même qu'à tout recours collectif fondé sur le recouvrement de dommages-intérêts en réparation d'un tel préjudice.

[110] As regard the issue of causality, the New Act provides that in actions based on collective recovery, the causality between exposure to an opioid product and an illness

---

66 Projet de loi nº 36, adopté le 1er novembre 2023, sanctionné et entré en vigueur le 2 novembre 2023 (The *Opioid-related and Health Care Costs Damages Recovery Act*).

67 *Idem*, sections 24 to 27.

or other injury can be established on the sole basis of statistical information or that which is drawn from various scientific studies.

[111] In the Court's view, the New Act applies to the present matter in that it came into force even before a class action has been authorized. Respondents have not voiced a contrary view. Since this is not a case where a class action had already been authorized and instituted, the Court will not comment on its application in such cases.

[112] Certain respondents have argued that Applicant has not demonstrated that their medications have caused OUD. In this case, any requirement to demonstrate a *prima facie* causality would be met for authorization purposes given that the evidence in the form of Health Canada documents, and others, filed by Applicant demonstrate that OUD is a recognized illness or condition. The Court does not require the New Act in order to arrive at that conclusion.

[113] Staying with the New Act before moving on, to the extent that the issue of prescription was raised by certain respondents, the least that one can say is that the issue of prescription is of no relevance to the debate on authorization in the present matter, and this by reason of section 33 of the New Act. That section states that no class action for the recovery of damages relating to opioids that was in effect as of November 2, 2023, or instituted within 3 years of that date, shall be dismissed on the grounds of prescription.

[114] And in any event prescription in such cases is fact-driven, such that it is to be left to the trier of fact to decide the matter on the merits.

3.3. The inference that there will be class members against all the respondents

[115] Are the allegations in the present matter sufficient to enable the Court to infer that there exist putative class members with personal causes of action in relation to each proposed defendant?

[116] There is an underlying principle applicable in multi-defendant class actions that, in the absence of complete evidence, the authorization judge can infer that there will exist a class member with a valid cause of action against each defendant.

[117] But of course, that should flow from the specific allegations and the evidence, if any, in a given case. What is available in the present matter?

[118] Applicant has filed a December 2016 report of the Canadian House of Commons Standing Committee on Health (the "**Committee**"), entitled Report and Recommendations on the Opioid Crisis in Canada[68] (the "**Report**").

[119] According to the Report, the Committee was advised that "Canadians are the second highest consumers of prescription opioids in the world"[69]. Moreover, the Committee was informed that "approximately 10 % of patients prescribed opioids for chronic pain become addicted"[70].

[120] It is interesting that the increased use of prescription opioids was also noted in Quebec with "serious consequences stemming from drug misuse in this pharmacological class", this according to a research paper issued by the *Institut national de santé publique du Québec*, entitled Opioid-related Poisoning Deaths in Quebec: 2000 to 2009[71].

[121] The purpose of filing the Report and the research paper is clearly not to identify specific manufacturers and all the opioid medication manufactured by them. That said, the Report does mention that prescription opioids "are drugs that are primarily used to treat acute and chronic pain and include such drugs as codeine, fentanyl, oxycodone, hydrocodone and morphine"[72].

[122] Moreover, the Report states that prescription opioids "are classified as Schedule I drugs under the Controlled Drugs and Substances Act"[73]. That Schedule groups together approximately forty different preparations, derivatives, alkaloids and salts that originate with the opium poppy. Also, grouped separately, are the synthetic opioids[74], such as fentanyl.

[123] Ultimately, the Report states that according to the Canadian Centre on Substances Abuse, "Long-term regular use of these drugs can result in addiction"[75], and this in relation to prescription opioid medication[76].

[124] Certain respondents argue that the use of such public material actually contradicts Applicant's choice not to restrict his proposed class action to only opioid medications destined for use in long-term chronic pain cases. The Court does not, at this stage, understand there to be a contradiction.

---

68 Exhibit P-4.
69 *Idem*, p. 3; see also Exhibit P-33, p. 1.
70 *Ibid*.
71 Exhibit P-29.
72 *Idem*, p. 2.
73 *Ibid*.
74 *Idem*, p. 1.
75 *Idem*, p. 2.
76 *Ibid*.

[125] What Applicant proposes is not a class action based simply on damages resulting from the long-term use of a specific opioid medication. By its nature, the proposed class action would only encompass those class members who have suffered or are suffering from OUD, regardless of whether that results from the treatment of acute, chronic or other pain or from the use of one or multiple opioid medications, and this whether over the course of weeks or years.

[126] In the Court's view, the evidence, such as it is at this stage, as regards the large volume of consumed prescription opioids in Canada, including Quebec, the large percentage of users of prescription opioids for chronic pain that become addicted, which is one of the elements of OUD, and the lack of distinction regarding the types of opioid medications that could individually or in combination with others give rise to OUD, all support the inference for authorization purposes that amongst the class members there will be those with a direct cause of action against each putative defendant, whether individually or in combination with others.

[127] In the Court's view, the situation is similar to the one analyzed by the Court of Appeal in *Pharmacie Tania Kanou (Jean Coutu)* v. *Turgeon (Succession de Côté)*[77]. In that case, a study filed by that applicant demonstrated that professional fees charged to privately insured patients were on average 7 % higher than what RAMQ-covered patients were charged. The Court decided that one could infer from such evidence that the claimant had demonstrated a *prima facie* case against all of the 22 pharmacies it had chosen to name as respondents.

[128] It would be useful at this point to once again bring to mind the recent *Homsy* decision of the Court of Appeal, as cited above, which acts as a reminder that no evidence is required unless the alleged facts are not sufficiently clear, precise and specific, and even then, only a certain evidence as limited as it might be ("*aussi limitée qu'elle puisse être*") would be required.

[129] In this Court's view, the distinctions drawn by respondents as regards the *Turgeon* case fail to diminish the usefulness of that case to the present matter.

[130] The fact that the medical profession has identified a disorder know as OUD and has created clinics to treat users of opioid medication who suffer from it, and that government studies and reports confirm the contribution of prescription medication to addiction involving prescription drugs, not to mention the fact that much of the information is contained in medical records, all demonstrate that there exists sufficient evidence at this preliminary filtering stage to infer there are putative class members against each respondent, and this notwithstanding that Applicant does not know anyone who has suffered OUD after having used the specific opioid medication of each and

---

[77] *Supra,* note 41.

every manufacturer. His absence of knowledge as regards other class members is fully understandable in this matter, especially considering issues relating to medical confidentiality.

[131] The Court will address the issues of proportionality and the various causes of action in subsequent sections herein.

3.4. Differences in the various opioid medications: Legal Standing

[132] Respondents generally argue that opioid medications should not be lumped together as Applicant suggests given the significant differences between them such that they would have their own safety and risk-warning history and, as well, that some would not contribute to OUD.

[133] Such “differences”, as alluded to above, are argued to include:

- Active ingredients (such as morphine or hydromorphone),
- Method of release (immediate versus extended),
- Method of administration (tablets, capsules and injectables),
- Purpose of use (treatment of acute pain or chronic pain),
- Strength/potency (synthetic opioids such as fentanyl versus morphine),
- Dosage.

[134] Although this issue also relates to the causes of action, such as safety defects, at this point in the judgment, the Court will deal with it only as it pertains to legal standing.

[135] As for standing, the factual differences to which many respondents refer do not fundamentally change the fact that, for authorization purposes, all of the alleged medications deliver or delivered opioid product to the putative class members, to whom they were prescribed, and who have also been diagnosed with OUD.

[136] In the Court’s view, the types of differences raised by respondents primarily go to the question as to whether the different opioid medications, individually or in combination with others, actually cause OUD.

[137] As mentioned, Applicant alleges to have used various opioid medications over a period of years. Some appear to have had lower potency than others and to have been consumed for shorter periods of time. However, it is not at the authorization stage that

the Court can determine the contribution, if any, of the different medications that have led, individually or in combination, to the common result of OUD.

[138] Such determinations can only be made by a trial judge who has had the benefit of more complete proof. This holds true as well for arguments to the effect that medication was only for minor or short-term use.

[139] As stated above in relation to the Not-used Respondents, the Court does not consider the present matter to be analogous to the jurisprudence cited by respondents generally, which they claim limit the *Marcotte* principle.

[140] The Court has already addressed the Quebec Court of Appeal decisions in both the *Baratto* case and the *Badaoui* case.

[141] In the present matter, as described more fully above, Applicant's proposed class action would be such that all class members would have suffered the same problem, being OUD, as a result of consuming the same class of medication, being opioids. For the sake of clarity, neither Applicant nor the Court is stating that there is only one opioid, but rather that all the medications, at least at the authorization stage, belong to a class of drugs, being opioids.

[142] Moreover, in the present matter there can be no useful debate at this stage as to whether or not opioid medication constitutes a class of drugs. All the evidence to date appears to confirm that the medication in question are all opioids and part of a class of medication. Even Pfizer's Head of Regulatory Affairs, Lorella Garofalo, in her filed Affidavit, describes opioids as a pharmacological class of drugs.

[143] A review of the numerous product monographs filed at this stage, albeit not all of them for all respondents or for the entire class period as proposed, which the Court considers Applicant was not obliged to file for authorization purposes, confirm that the medication in question belongs to a class of drugs known as opioids[78] and have adverse affects similar to other opioids[79].

[144] This qualification of drugs as being part of a class known as opioids by many of the industry manufacturers, renders arguable at this stage Applicant's position that all opioid drugs can indeed be treated for authorization purposes as a class of drugs.

---

[78] Exhibits JAN-1 to JAN-9 (Janssen), RL-2 (Sandoz), RL-2 (Pro Doc), RL-3 (Pro Doc), RL-4 (Pharmascience), RL-5 (Pro Doc), RL-6 (Riva), RL-7 (Pro Doc), RL-8 (Trianon), RL-9 (Pro Doc), RL-11 (Apotex), RL-12 (Pro Doc), P-12 (Sandoz), Exhibit B (Apotex), P-41 (Purdue).

[79] Exhibits P-8 and P-9 (Purdue), P-12 (Purdue), P-41 and P-42 (Purdue), P-12 (Janssen), JAN-1 and JAN-2 (Janssen), JAN-4 to JAN-6 (Janssen), RL-4 (Pharmascience), RL-5 (Pro Doc), RL-6 (Riva), RL-7 (Pro Doc), RL-8 (Trianon), RL-9 (Pro Doc), RL-11 (Apotex), RL-12 (Pro Doc), P-12 (Sandoz), Exhibit B (Apotex) and Schedule C (Aralez).

[145] Documentation from Health Canada[80] and even the 2016 Standing Committee on Health Report and Recommendations on the Opioid Crisis in Canada[81] would also tend to treat opioid drugs as a class, as do articles from other sources filed in support of the Application[82].

[146] Attempts to dissect such documents, and the medication, by counsel for respondents is more appropriate for the post-authorization stage.

[147] In the context of standing, the Court is of the view that the medication differences are not a bar to the principle regarding standing in relation to multiple defendants, subject of course to the carve-outs to the class description or to any other matter not covered by the description.

3.5. The issue of proportionality as regards members with causes of action against each respondent

[148] In the *Marcotte*[83] decision, the Supreme Court confirmed what it had said in *Vivendi*[84] and in *Longueuil*[85] regarding the authorization judge's "obligation" to consider proportionality as to "whether the class contains enough members with personal cause of action against each defendant". That is not to say that it is necessary for an applicant to personally establish a personal cause of action against each defendant[86].

[149] Proportionality with respect to class action authorization is described by the Supreme Court in *Marcotte* as follows[87]

> [45] In other words, the authorizing judge has an obligation to consider proportionality — the balance between litigants, good faith, etc. — when assessing whether the representative is adequate, or whether the class contains enough members with personal causes of action against each defendant.
>
> [45] Autrement dit, le juge saisi de la requête en autorisation a l'obligation de tenir compte de la proportionnalité — équilibre entre les parties, bonne foi, etc. — pour déterminer si le représentant proposé peut assurer une représentation adéquate, ou si le groupe compte suffisamment de membres dotés d'une cause personnelle d'action contre chacun des défendeurs.

---

80 Exhibit P-33, for example.
81 Exhibit P-4.
82 Exhibits P-30, P-31 and P-2.
83 *Marcotte*, *supra*, note 15, par. 45.
84 *Vivendi*, *supra*, note 15, par. 33 and 68.
85 *Longueuil (City)*, *supra*, note 20.
86 *Marcotte*, *supra*, note 15, par. 46.
87 *Idem*, par. 45.

[150] In that same case, the Supreme Court concluded that representative plaintiffs had standing to sue "all" the banks, describing this "as a flexible approach to authorization […] [that] supports a proportional approach to class action standing that economizes judicial resources and enhances access to justice."[88]

[151] The key components of proportionality therefore are founded in the principles of good faith, the balance between litigants and the absence of an abuse of the public service provided by the courts as a result of a proposed action[89].

[152] In the present matter, the Court is of the view that at this stage these components of proportionality are met.

[153] There is no reason advanced that would lead the Court to conclude as to an absence of good faith. The evidence at this preliminary stage is not frivolous, nor is it vague and imprecise. As previously mentioned, it demonstrates that certain members of the medical profession in North America consider that there exists a medical disorder which can result from opioid use, one of the elements of which is addiction. The evidence also demonstrates on a *prima facie* basis that Canadians have been some of the largest users globally of prescription opioids. Moreover, Applicant has demonstrated that he has suffered from OUD, which required his hospitalisation and treatment on two occasions.

[154] In addition, Applicant has restricted his proposed class action to prescription opioid medication by excluding those destined for use only in hospitals as opposed to home use. He also has voluntarily excluded certain opioid medication that was covered by a prior class action settlement agreement.

[155] In the Court's view, Applicant appears at this stage to be acting in good faith to litigate an issue in which he has a serious personal interest. He has also retained experienced litigation counsel to handle the matter.

[156] Some respondents argue that if authorized, the class action would be unprecedented, while others argue that it would be potentially of such magnitude that it would be more complicated and lengthier than the Quebec tobacco mega litigation case.

[157] In this regard, certain respondents argue that there are an infinite number of factual variations, including physical symptoms and prejudices.

[158] However, in the present matter, there will be only one primary physical prejudice, being OUD.

---

88 *Idem*, par. 47.
89 *Idem*, par. 45.

[159] Moreover, the 2010 Court of Appeal decision in *Goyette* v. *Glaxosmithkline inc.*[90] which they cite, actually reminds us that the relevant determinant element is the existence of common questions. The applicant in that case was held not to have raised a common question.

[160] Pharmascience, Sun Pharma, Teva and Joddes have created a list of approximately 24 issues and sub-issues that they argue will need be analyzed for the determination of civil liability per class member, of which 15 relate to the role of prescribing doctors and pharmacies.

[161] What is being suggested is that for each class member, it will be necessary to analyze not only the information provided by the prescribing physicians and the issuing pharmacists but also:

- the class member's condition/history and risk factor prior to taking an opioid;
- the reasons justifying the prescription of an opioid medication and the risk-benefit ratio;
- the reasons for the choice of the prescribed opioid;
- the reasons for the dosage of the prescribed opioid;
- the reasons for the duration of the opioid treatment;
- the assessment of the class member's pain history and the results of previous treatments, as well as of other alternatives offered in terms of treatment;
- the assessment of significant psychological, social or behavioral factors, including the assessment of risk factors for addiction;
- the assessment of the impact of pain on the patient's family or significant others;
- compliance with the manufacturer's recommendations;
- the dentification of other drugs, alcohol and sedatives taken concomitantly;
- the identification of symptoms;

---

90 2010 QCCA 2054, par. 7 to 9.

- the identification as to whether each individual class member would have consumed an opioid event had he or she been duly informed of the risks.

[162] Clearly many of these issues relate to the issue of the "learned intermediary" whereas others relate to the conduct of each class member.

[163] As for the defence based on the theory of the learned intermediary as an exception to the duty to warn the consumer, that is fact driven and cannot be used as some form of automatic immunity at the authorization stage.

[164] Should the issue be raised post authorization, as certain respondents suggest it will, the judge assigned to manage the case will have all the management powers provided by law to decide the most efficient manner to prepare the case for trial.

[165] Notwithstanding the foregoing complexities, the court does not understand that there exists a principle of law to the effect that a class action should not be authorized simply because it will be too large a case. As mentioned above, proportionality is not an additional criterion for authorization of a class action.

[166] Nor is that the Court's understanding of the decision of the Court of Appeal in *Boudreau* v. *Procureur général du Québec*[91].

[167] Paragraphs 30 and 31 thereof, as cited by certain respondents, remind us that there exists the requirement to identify an identical, similar or connected question but that if the defined class is too broad it may render it impossible to identify a single such question, which can accordingly lead to a refusal to authorize. Once again, it is the existence of a common question that is determinant. The Court will analyze both the issue of common questions and the definition of the class in a later section.

[168] Respondents raise a related argument to be addressed as part of their proportionality argument.

[169] They argue that the proposed class action would not only be a burden on the Court system but that it would also constitute a disproportionate burden on those defendants whose products were only destined to be used for short-term acute pain, contained weaker variations of opioids at low doses, were only in the market for a limited period of time or represented a small market share and for which they did not misrepresent the risks and advantages and did not aggressively promote their product; all of this being especially so in the case of the Not-used Respondents.

[170] Although such concerns by respondents may be financially understandable, it is not at the authorization stage that the Court is to assess evidence as to whether certain

---

91 2022 QCCA 655.

opioid medication, alone or in combination with other opioids, did or did not cause OUD or whether it could cause OUD. Those are issues that essentially comprise a defence on the merits of the proposed class action. The Court is not to conduct a trial within a trial in order to decide whether or not to authorize the class action in whole or in part.

[171] And in any event, the post-authorization judge will be in a position to assist the parties in applying case-management measures that will facilitate the progress of the action or of any warranty actions.

[172] Moreover, given the seriousness of the issue at hand, being a medical disorder resulting from the use of opioids, and this with a backdrop of a national opioid crisis, the Court is of the view that an abuse of the court system would not result from granting the authorization being sought herein.

[173] To be clear, and as argued by respondents, responsibility for an opioid crisis should not be the object of the proposed class action. The Court does not consider that authorizing the proposed class action would be akin to establishing a commission of inquiry into a pan-Canadian opioid crisis.

[174] It is likely that no one involved in this matter, or even those simply reading the present judgement, has not already been made aware one way or another of the existence of an opioid crisis in Canada.

[175] It is in that context that the opioid crisis may be a backdrop to the proposed class action, but it is not an issue that need be the object of a determination by the Court. The issue at hand relates primarily to liability for OUD.

[176] Ultimately in such circumstances, respondents would not be subjected to an unreasonable imbalance between themselves and putative class members should the proposed class action be authorized, whereas individuals who would seek recovery for OUD from such respondents individually would suffer an unreasonable imbalance exercising personal claims if it were not to be authorized. The Court cannot for authorization purposes ignore the possibility that individuals would either look to avoid identifying themselves as OUD patients or refuse to accept the daunting task of suing numerous drug manufacturers.

[177] Moreover, the potential that any individual member could have, like Applicant, used various different opioid medications over time speaks strongly against a preference for separate class actions against the various respondents individually. Such an approach represents a far greater risk for the disproportionate use of judicial resources, including those of the various respondents.

[178] Accordingly, the issue of proportionality as regards the existence of a direct cause of action against each respondent is not, in the Court's view, a bar to authorization in the present matter.

3.6. Sufficiency of the allegations and evidence: The Arguable Case

(A) As regard respondents generally

[179] There are a number of specific issues dealing with sufficiency that should be dealt with in relation to all respondents.

[180] As a starting point, and as previously mentioned, one needs to keep in mind throughout the analysis that allegations of "fact", as opposed to opinion, bald allegations and hypothesis, are to be held as true for authorization purposes[92].

[181] In addition, given that there are multiple causes of action being alleged against respondents, the court will proceed to analyze each such cause of action separately and only authorize those that satisfy the authorization criteria[93].

(i) OUD and opioids

[182] The Court has already dealt with, at paragraphs 63 to 77, 132 to 141 and 170, the issue of the nature of OUD and its causal connection to the use of prescription medication. In the Court's view, as expressed above, the evidence is generally sufficient in that regard for authorization purposes.

(ii) The safety defect

[183] As mentioned, Applicant asserts that all prescribed opioid medication involves a "safety defect".

[184] The applicable law in this regard is set forth at Articles 1468 and 1469 C.C.Q., which read as follows:

> **1468.** The manufacturer of a movable thing is bound to make reparation for injury caused to a third person by reason of a safety defect in the thing, even if it is incorporated with or placed in an immovable for the service or operation of the immovable.
>
> **1468.** Le fabricant d'un bien meuble, même si ce bien est incorporé à un immeuble ou y est placé pour le service ou l'exploitation de celui-ci, est tenu de réparer le préjudice causé à un tiers par le défaut de sécurité du bien.

---

92 *Sibiga*, *supra*, note 23, par. 52.
93 *Poitras* v. *Concession A25*, 2021 QCCA 1182.

The same rule applies to a person who distributes the thing under his name or as his own and to any supplier of the thing, whether a wholesaler or a retailer and whether or not he imported the thing.	Il en est de même pour la personne qui fait la distribution du bien sous son nom ou comme étant son bien et pour tout fournisseur du bien, qu'il soit grossiste ou détaillant, ou qu'il soit ou non l'importateur du bien.
1469. A thing has a safety defect where, having regard to all the circumstances, it does not afford the safety which a person is normally entitled to expect, particularly by reason of a defect in design or manufacture, poor preservation or presentation, or the lack of sufficient indications as to the risks and dangers it involves or as to the means to avoid them.	**1469.** Il y a défaut de sécurité du bien lorsque, compte tenu de toutes les circonstances, le bien n'offre pas la sécurité à laquelle on est normalement en droit de s'attendre, notamment en raison d'un vice de conception ou de fabrication du bien, d'une mauvaise conservation ou présentation du bien ou, encore, de l'absence d'indications suffisantes quant aux risques et dangers qu'il comporte ou quant aux moyens de s'en prémunir.

[185] The Court of Appeal in *Brousseau* v. *Laboratoires Abbott limitée*[94] describes this as a no-fault regime for goods that do not contain latent defects yet, by reason of their inherent danger, the manufacturer is required to give the user a warning as to the existence of such danger.

[186] So, the first question to consider is whether at the authorization phase, the Applicant has demonstrated the existence of an arguable case regarding the presence of a safety defect in that the prescription medication does not afford the safety which a person is normally entitled to expect, or that he was not provided sufficient warning as to the risks and dangers of its use.

[187] It is important to recall that being a no-fault regime, claimants relying on a safety defect need not prove the fault of the manufacturer[95]. Accordingly, such fault is not an issue for authorization purposes.

[188] At the merits stage, a claimant will need establish the security defect relating to the defendant's product, the injury suffered and the causal link between these two elements[96]. The defendant will then need establish either superior force or that, in

---

94 *Brousseau* v. *Laboratoires Abbott limitée*, 2019 QCCA 801, par. 76 to 91.

95 *Imperial Tobacco Canada ltée* v. *Conseil québécois sur le tabac et la santé*, 2019 QCCA 358, par. 365; *Brousseau*, *supra*, note 94, par. 87 to 89.

96 *Imperial Tobacco*, *supra*, note 95, par. 358, 363-368; *Brousseau*, *supra*, note 94, par. 87 to 89.

accordant with Article 1473 C.C.Q., the the victim knew or could have known of the defect or could have foreseen the injury[97].

[189] At the authorization stage, as often stated, the claimant's burden is one of simple demonstration as to the appearance of right and not the preponderance of proof[98]. This principle is of general application and accordingly, applies to cases involving safety defects.

[190] Moreover, as regards the knowledge of risk by Applicant and, more generally, class members, one must keep in mind that such knowledge, in order to provide a manufacturer a defense, must be such that the consumer must have been informed to such an extent that enabled him or her to realistically appreciate the risk and to accept it using his or her free choice[99], especially where the danger only manifests itself over time[100].

[191] In the Court's view, one must also keep in mind at this stage that the merits judge might possibly need to evaluate whether those who have or are suffering from OUD are actually able to exercise their free choice in accepting risks.

[192] That said, the Court of Appeal in the matter of *Depuy Orthopaedics Inc.* v. *Melançon*[101], after considering the *Imperial Tobacco* case[102], confirmed that at the authorization stage, the claimant's burden regarding a safety defect is as follows:

> [11] This Court recently examined these provisions in *Imperial Tobacco Canada ltée c. Conseil québécois sur le tabac et la santé*. It specified that the elements comprising the extracontractual liability of manufacturers are the safety defect affecting the thing, the injury suffered, and the fact that the first element caused the second. There is no need to prove the manufacturer's fault. The Court stated it clearly: [TRANSLATION] "The plaintiff's burden of proof, however, goes only so far as requiring that it show that the thing does not afford the expected safety; the plaintiff does not have to identify the source of the problem". This also applies where the source of the problem is the lack or insufficiency of the required indications. The liability, therefore, is one without fault, with the only means of exoneration being those set out in article 1473 *C.C.Q.* (or superior force under article 1470 *C.C.Q.*).
>
> [12] Consequently, the respondent is not required to prove the appellants' fault, be it with respect to the design or manufacture of the thing or the duty to

---

97 Article 1470 and 1473 C.C.Q.; *Imperial Tobacco*, *supra*, note 95, par. 357-358 and 365; *Brousseau*, *supra*, note 94, par. 87 to 89.

98 *Pharmascience inc.*, *supra*, note 21, par. 25.

99 *Imperial Tobacco*, *supra*, note 95, par. 350-351.

100 *Idem*, par. 576 and 645.

101 2019 QCCA 878.

102 *Imperial Tobacco*, *supra*, note 95.

> warn. She need merely show an arguable case that the DePuy Pinnacle metal on metal Acetubular Cup System prostheses do not afford the safety which a person is normally entitled to expect, as well as the injury suffered and the causal link between the two.
>
> […]
>
> [16] In short, the respondent has presented an arguable case based on articles 1468 and 1469 *C.C.Q.*, notwithstanding the withdrawal of the theory of the case based on the appellants' failure to satisfy their duty to warn. Moreover, this withdrawal occurred when the legal debate was not yet well-established and, therefore, cannot bind the class members. It will be up to the judge on the merits to rule on the grounds of exoneration set out in article 1473 *C.C.Q.* In this regard, it is worthwhile noting that the burden of proof lies entirely on the manufacturer, which must prove that the plaintiff knew or should have known of the danger or injury.
>
> [References omitted.]

[193] This is in keeping with the principle that the authorization stage is intended to weed-out cases that are clearly frivolous or without merit and to enable those that are "arguable" to proceed forward[103].

[194] What is the alleged safety defect in this matter?

[195] The Court understands it to be twofold, the first being that the product itself does not objectively afford the safety that a reasonable person is normally entitled to expect[104] and, as well, that there are risks and dangers involved in the use of opioid medication. Applicant also adds that there was a lack of sufficient indications as to the risks and dangers involved in the use of the medication.

[196] The Court of Appeal in the matter of *Brousseau*[105] describes the absence of sufficient indications this way:

> [81] According to article 1469 of the *Civil Code of Québec*, the lack of sufficient indications as to the dangers a thing involves or as to the means to avoid them is therefore considered to be a safety defect.
>
> [82] Indeed, when a manufacturer provides users with adequate information on a product's dangers, users can make an informed choice whether or not to purchase it, use it or stop using it or they can ask the manufacturer or the learned

---

103 *Infineon*, *supra*, note 17, par. 89.
104 *Imperial Tobacco*, *supra*, note 95, par. 412.
105 *Brousseau*, *supra*, note 94, par. 81-86.

> intermediaries questions so as to avoid or protect against the occurrence of the risks and dangers it involves.
>
> [83] The information must be specific and the manufacturer's warnings must be sufficient for users to [TRANSLATION] "fully realize the danger and the risk associated with using the thing as well as the potential consequences thereof and to know what to do (or not do) in order to protect against those consequences or remedy them, as the case may be".
>
> [84] As for the intensity of the manufacturer's duty to warn, it [TRANSLATION] "is directly proportional to the extent of the potential danger and injury resulting from the use of the thing".
>
> [85] As such, [TRANSLATION] "a product intended for ingestion, or implantation or introduction into the body, requires a particularly high degree of information, especially when the injury liable to result from its use is serious or there is a considerable probability that it will occur."
>
> [86] In short, [TRANSLATION] "manufacturers have a duty to inform users of the product's risks and dangers and of the manner in which to protect against them, such that if a manufacturer breaches this duty, the product will not afford the safety that a person is normally entitled to expect, and the manufacturer's liability will arise".
>
> [References omitted.]

[197] In the Court's view, Applicant has demonstrated for authorization purposes that prescription opioid medication contains an inherent danger and does not afford the expected safety to its users, with the result that it can and has given rise to OUD. Applicant has gone further, stating that he had not been made aware in a timely manner of the risks thereof.

[198] In addition, as mentioned, he has filed numerous federal government reports, Health Canada documents and other published material regarding the dangers relating to the use of prescription opioids and the existence of OUD[106].

[199] These documents illustrate the arguable nature of Applicant's case as regards the issue of a safety defect and it being the cause of OUD.

[200] Moreover, Applicant has demonstrated that the risk of OUD did materialize, that he personally was diagnosed with same and that it was difficult for him to stop using such medication.

---

[106] Exhibits P-1, P-2, P-4, P-7, P-20, P-33, P-34, P-35, P-36 and P-37.

[201] Applicant acknowledges that he was made aware of problems relating to the use of such medication but only much later when he was already at a maximum dosage and, as well, when he was told at the OUD clinic that he would have a difficult time trying to stop using opioid medication.

[202] Certain respondents sought to argue that Applicant was less than forthright when claiming to have never been advised over the years of the risks, and that he must have been made aware of those risks at some earlier point in time by a variety of means, including by way of his doctors, pharmacists or the labelling on their products. But simply arguing that the Applicant "must have known" in the present circumstances is not sufficient to defeat authorization.

[203] Some have argued that their product monographs also constitute warnings. However, at the authorization stage the Court is not in a position, at least not in this matter, to determine whether those documents contain, in the sections destined to consumers, sufficient warnings for a reasonable consumer and even if he did, for what period of time. The factual issue of when labelling and monographs became useful, if ever, is particularly relevant given the length of the proposed Class Period.

[204] Other respondents argue that Applicant must identify what representations were made, by whom and in what way they were false and reckless. The Court does not agree that such a demanding requirement exists at the authorization stage.

[205] As for all the possible defences that can be raised in this regard by respondents, as valid as they may or may not be, they are based primarily on facts and as such are not to be argued and decided by the Court at the authorization stage, as indicated in the extract from *Depuy Orthopaedics Inc.*[107] cited above regarding an applicant's burden for authorization. Those are fact-driven defences that the decider of fact will be better equipped to decide on the merits once all relevant evidence has been filed[108]. It would be premature to decide such issues at this stage.

[206] Moreover, the Court cannot now decide whether Applicant, having started to consume prescription opioid medication, could have even stopped using same had he been informed earlier of the risks or whether he was already suffering some of the symptoms associated with OUD that would have made it difficult or impossible for him to have stopped at that particular point in time. These too would be fact-driven issues destined to be decided at the merits stage.

[207] Nor is the Court to now conduct a mini-trial on these factual issues so as to address the concerns expressed by certain respondents regarding proportionality. At the risk of repetition, the Court of Appeal has on numerous occasions stated clearly that

---

[107] *Depuy Orthopaedics Inc.*, *supra*, note 101.
[108] *L'Oratoire*, *supra*, note 15, par. 42.

authorization motion judges are not to decide issues on the merits, as that would exceed the simple filtering process of authorization, unless of course the outcome of the proposed class action depends on a pure question of law, which is not the case herein as regards the issue of a safety defect.

[208] In the Court's view, Applicant has demonstrated an arguable case for authorization purposes regarding the issue of a safety defect pertaining to the opioid drugs manufactured by respondents.

(iii) The *Quebec Charter of Rights and Freedom*[109]

[209] Applicant's claim in relation to the Charter is based essentially on sections 1 and 49 thereof, which read as follows:

1. Every human being has a right to life, and to personal security, inviolability and freedom. He also possesses juridical personality.	**1.** Tout être humain a droit à la vie, ainsi qu'à la sûreté, à l'intégrité et à la liberté de sa personne. Il possède également la personnalité juridique.
49. Any unlawful interference with any right or freedom recognized by this Charter entitles the victim to obtain the cessation of such interference and compensation for the moral or material prejudice resulting therefrom. In case of unlawful and intentional interference, the tribunal may, in addition, condemn the person guilty of it to punitive damages.	**49.** Une atteinte illicite à un droit ou à une liberté reconnu par la présente Charte confère à la victime le droit d'obtenir la cessation de cette atteinte et la réparation du préjudice moral ou matériel qui en résulte. En cas d'atteinte illicite et intentionnelle, le tribunal peut en outre condamner son auteur à des dommages-intérêts punitifs.

[210] A Charter claim based on the unlawful and intentional interference with a right or freedom recognized by it is one of the few instances in Quebec law that provides a claimant with a statutory right to seek punitive damages.

[211] Such damages are independent from compensatory damages in that they are intended not to compensate the claimant but to both punish wrongdoers for past conduct and to deter them from continuing their unlawful and intentional conduct[110].

---

109 *Supra*, note 9.

110 *Richard* v. *Time Inc.*, 2012 SCC 8, par. 177 and 178; *de Montigny* v. *Brossard (Succession)*, 2010 SCC 51, par. 48 to 50.

[212] In the *Imperial Tobacco* case[111], the Court of Appeal had the opportunity to comment as follows as regards Charter claims in relation to safety defects:

> [990] Ainsi, afin de déterminer si un comportement est fautif au sens du droit commun, les normes édictées par la *Charte* sont pertinentes. Comme l'indiquait le juge Dalphond dans *Genex Communications inc. c. Association québécoise de l'industrie du disque, du spectacle et de la vidéo* : « une contravention aux normes de conduite prescrites par la *Charte* constitue une faute civile au sens de l'art. 1457 *C.c.Q*. ».
>
> [991] En somme, l'exigence d'une atteinte illicite énoncée à l'alinéa 1 de l'article 49 requiert, d'une part, le constat d'une violation non justifiée d'un droit protégé par la *Charte*. D'autre part, l'atteinte illicite nécessite de démontrer que l'atteinte résulte d'un comportement fautif.
>
> [992] La Cour rejette le moyen voulant que le juge ait commis une erreur révisable en statuant que le comportement des appelantes constitue une atteinte illicite au sens de l'article 49 de la *Charte*.
>
> [993] En l'espèce, la conclusion du juge selon laquelle des atteintes illicites ont été commises par chacune des appelantes n'est pas ébranlée par les arguments avancés en appel. La nature fautive de l'atteinte tient au manquement des appelantes à leur obligation de renseignement, et ce, jusqu'aux dates de notoriété dans chaque dossier. Ces déterminations suffisent à conclure que les appelantes ont commis des atteintes illicites pendant toute la période qui s'étend de l'avènement de la *Charte* à la fin de la période visée.
>
> [994] Quant à l'illicéité des atteintes sous le rapport de la transgression des normes incluses dans la *Charte* elle-même, il ressort que la norme de conduite qui découle de l'article 1 de la *Charte* requiert de toute personne qu'elle ne se conduise pas de manière à offrir au public un produit susceptible de causer la mort (droit à la vie), qui augmente substantiellement le risque de mortalité (droit à la sûreté), affecte la santé et contraint à subir des traitements médicaux invasifs et douloureux (droit à l'intégrité), et ce, tout en banalisant le caractère mortel et toxicomanogène du produit. Les différentes normes de conduite qui découlent de la *Charte* requéraient certainement que les appelantes ne fassent pas de publicité qui représente la cigarette de manière positive, commanditent des activités sportives ou artistiques, ou encore agissent de manière à semer la confusion du public.
>
> [References omitted.]

[213] Accordingly, it is not frivolous *per se* to claim punitive damages in relation to the alleged failure to inform or the duty not to disinform users about the serious risks

---

[111] *Imperial Tobacco*, *supra*, note 95, par. 990 to 994.

associated with the use of a medication that is being or has been offered to the public. This is in keeping with the right of such users to their health and well-being, as guaranteed by section 1 of the Charter. This has been the case in claims where the manufacturer has made positive assertions about the product, downplaying the risks.

[214] In the present matter, all putative class members would have had their health and well-being directly affected by prescription opioid medication in that they all allegedly are suffering or have suffered Opioid Use Disorder.

[215] Numerous respondents argue that in keeping with jurisprudence, a violation of the Charter requires an unlawful and intentional interference with the health of class members, whereas in the present matter there is no evidence of respondents conspiring in this regard or trivializing the nature and risks of opioid medication, particularly not in relation to each respondent. They add that the allegations are insufficient in this regard.

[216] With respect, the Court is of the view that it is not necessary to demonstrate a conspiracy to succeed under the Charter. And in any event, as mentioned above, Applicant need not establish by evidence every element of his claim at the authorization stage.

[217] One only need consider the allegations made by Applicant from paragraph 2.43 onwards to understand that he is making sufficient allegations that, if ultimately proven by the preponderance of proof, could give rise to a claim pursuant to the Charter against respondents.

[218] Moreover, even Health Canada, in its 2018 “Notice of Intent to Restrict the Marketing and Advertising of Opioids”[112], concluded that the pharmaceutical industry’s “marketing and advertising of opioids has contributed to increased prescription sales and availability of opioids”[113]. For the purposes of authorization, such evidence also contributes to the sufficiency, and hence the arguability of Applicant’s case as it relates to all the opioid manufacturers, given that the Notice of Intent targets that entire industry.

[219] A judge at the post-authorization stage will be better placed to assess the preponderance of proof in relation to certain, or perhaps even all manufacturers as regards a Charter claim.

[220] But that is not the Court’s role at this stage.

---

112 Exhibit P-33.
113 *Idem*, page 1 of 3.

[221] As stated by my colleague Justice Courchesne in the case of *Pohoresky*[114], it would be "premature" to decide at the authorization stage that "there is absolutely no possible basis for the reward of punitive damages in light of the allegations".

[222] In the Court's view, Applicant in the present matter has presented an arguable case for authorization purposes given his allegations[115] and the documentary evidence[116] submitted in support of his application, as well as those emanating from certain respondents on which he relies[117].

(iv) The *Competition Act*[118]: false or misleading representations

[223] Pursuant to section 52(1) of the *Competition Act* (the "***Act***"), no person should, for certain purposes, knowingly or recklessly make a representation to the public that is false or misleading. More specifically, that section states as follows:

52 (1) No person shall, for the purpose of promoting, directly or indirectly, the supply or use of a product or for the purpose of promoting, directly or indirectly, any business interest, by any means whatever, knowingly or recklessly make a representation to the public that is false or misleading in a material respect.	**52 (1)** Nul ne peut, de quelque manière que ce soit, aux fins de promouvoir directement ou indirectement soit la fourniture ou l'utilisation d'un produit, soit des intérêts commerciaux quelconques, donner au public, sciemment ou sans se soucier des conséquences, des indications fausses ou trompeuses sur un point important.

[224] Section 52(1.1) stipulates the following as to the burden of proof applicable to that prohibition:

(1.1) For greater certainty, in establishing that subsection (1) was contravened, it is not necessary to prove that	**(1.1)** Il est entendu qu'il n'est pas nécessaire, afin d'établir qu'il y a eu infraction au paragraphe (1), de prouver :
(a) any person was deceived or misled;	**a)** qu'une personne a été trompée ou induite en erreur;

---

114 *Pohoresky* v. *Otsuka Pharmaceutical Company Limited*, 2021 QCCS 5064.

115 See as examples: Application, par. 2.39, 2.42, 2.44, 2.45, 2.61, 2.65 to 2.67, 2.83 to 2.94, 2.132, 2.138, 2.139, 2.141, 2.143, 2.146, 2.147 and 2.148.

116 See as examples: P-1, P-2, P-4, P-8 to P-10, P-12, P-13, P-15, P-19, P-28 to P-31, P-33 to P-36, P-40, P-41, P-42 and P-43.

117 See as examples: Pharmascience RL-4; Sandoz P-12, RL-2; Purdue P-8, P-9, P-12, P-41, P-42; Pro Doc RL-3, RL-5, RL-7, RL-9, RL-12; Apotex Exhibit B, RL-11; Janssen P-12, P-43, JAN-1 to JAN-9.

118 *Supra*, note 8.

(b) any member of the public to whom the representation was made was within Canada; or	**b)** qu'une personne faisant partie du public à qui les indications ont été données se trouvait au Canada;
(c) the representation was made in a place to which the public had access.	**c)** que les indications ont été données à un endroit auquel le public avait accès.

[225] Any person who contravenes subsection (1) is guilty of an offence and on conviction is liable to a fine or imprisonment[119]. This is one of the Part VI offences under the *Act*.

[226] The *Act* also provides a special remedy, being the recovery of damages. In this regard, section 36(1) of the *Act* states as follows:

36 (1) Any person who has suffered loss or damage as a result of	**36 (1)** Toute personne qui a subi une perte ou des dommages par suite :
(a) conduct that is contrary to any provision of Part VI, or	**a)** soit d'un comportement allant à l'encontre d'une disposition de la partie VI;
(b) the failure of any person to comply with an order of the Tribunal or another court under this Act,	**b)** soit du défaut d'une personne d'obtempérer à une ordonnance rendue par le Tribunal ou un autre tribunal en vertu de la présente loi,
may, in any court of competent jurisdiction, sue for and recover from the person who engaged in the conduct or failed to comply with the order an amount equal to the loss or damage proved to have been suffered by him, together with any additional amount that the court may allow not exceeding the full cost to him of any investigation in connection with the matter and of proceedings under this section.	peut, devant tout tribunal compétent, réclamer et recouvrer de la personne qui a eu un tel comportement ou n'a pas obtempéré à l'ordonnance une somme égale au montant de la perte ou des dommages qu'elle est reconnue avoir subis, ainsi que toute somme supplémentaire que le tribunal peut fixer et qui n'excède pas le coût total, pour elle, de toute enquête relativement à l'affaire et des procédures engagées en vertu du présent article.

[227] What allegedly is being or has been misrepresented and by whom?

---

[119] Section 52(5) of the *Act*.

[228] Applicant alleges that with Purdue's manufacture of a time release formulation of oxycodone in the mid-1990s, there began a "new narrative" in the pain-medication industry, whereby opioids could be considered safe for widespread use in relation to chronic conditions.

[229] Applicant alleges that respondents "generally acted in concert to promote the false and misleading narrative […] concerning the safety and efficacy of opioids in an effort to increase the acceptance of such drugs for treatment in a much larger patient population than that which was previously considered acceptable"[120].

[230] Applicant further alleges that for the same reason, respondents "also failed to disclose the risks of using opioids"[121].

[231] In other words, Applicant makes these statements as regards all of the respondents, and this essentially in relation to the entire Class Period. The general categories of the misleading representations, which Applicant refers to collectively as the "Misrepresentations", are said to be the following[122]:

> 2.45. The new narrative concerning the use of opioids, which was promoted by the Defendants, misrepresented that:
>
> 2.45.1. the risk of opioid addiction was low, and that doctors could use screening tools to exclude patients who might become addicted;
>
> 2.45.2. use of opioids resulted in improved function;
>
> 2.45.3. withdrawal from opioids could easily be managed;
>
> 2.45.4. opioids were appropriate for long-term use;
>
> 2.45.5. opioids had less adverse effects than other pain management drugs;
>
> 2.45.6. use of certain opioids provided patients with long-lasting pain relief;
>
> 2.45.7. increased dosages of opioids could be prescribed, without disclosing the increased risks; and

---

120 Application, par. 2.43.

121 *Idem*, par. 2.44. Note that the Court refers to the pharmaceutical companies as Respondents, not Defendants, given that an action at law has not yet been authorized against them. Similarly, Mr. Bourassa is not yet a plaintiff.

122 *Idem*, par. 2.45.

2.45.8. that “abuse deterrent” formulations of opioids were effective.

(collectively the “**Misrepresentations**”).

[232] For each of these categories, Applicant has made additional related assertions[123].

[233] As for the manner in which theses alleged Misrepresentations were “spread”, Applicant asserts that the respondents, as a group, engaged in “aggressive marketing and sales practices” to[124]:

1. health care professionals[125];
2. medical students[126];
3. patient advocacy groups[127] by funding; and
4. the public[128].

[234] At the same time, respondents allegedly “failed to properly warn both health care professionals and consumers of the risks and dangers associated with opioid use” in the Information for Patients and Product Monographs, as found in the *Compendium of Pharmaceuticals and Specialties* (“**Compendium**”)[129].

[235] In this regard, Applicant cites the 2020 decision of this Court in *Gauthier* v. *Johnson & Johnson*[130] whereby a class action was authorized in relation to the alleged absence of specific and clear warnings of risks regarding the use of Tylenol products containing acetaminophen, in alleged violation of both the *Competition Act* and the *Consumer Protections Act*. Of importance was the authorization of the class action notwithstanding that the manufacturer had respected the federal labelling standards.

[236] Moreover, Applicant essentially claims that the “marketing and advertising” of the opioids by the pharmaceutical industry has contributed to increased prescription sales and availability of opioids, citing Health Canada’s above-mentioned 2018 *Notice of Intent to Restrict the Marketing and Advertising of Opioids*[131].

---

123 *Idem*, par. 2.46 to 2.78.
124 *Idem*, par. 2.82 and 2.84.
125 *Idem*, par. 2.84.1 and 2.95 to 2.111.
126 *Idem*, par. 2.84.2 and 2.112 to 2.113, and Exhibit P-21.
127 *Idem*, par. 2.84.3 and 2.114 to 2.122, and Exhibits P-44, P-46 and P-47.
128 *Idem*, par. 2,84.4 and 2.123 and 2.124.
129 *Idem*, par. 2.83 and 2.85 to 2.94, and Exhibits P-9.
130 2020 QCCS 690.
131 Exhibit P-33.

[237] According to Applicant, the opioid manufacturers in the United States essentially made the same Misrepresentations in the same or similar manner, for which some of them were condemned by way of judgment to pay damages or, alternatively, settled out of court[132].

[238] Respondents are quick to point out that prior to the September 30, 2022 Re-Amended Application, the vast majority of the alleged facts in relation to the Misrepresentations involved Purdue and its OxyContin and OxyNEO products, which drugs are no longer covered by the proposed class action herein as a result of the National Settlement that has been approved in another matter[133], as discussed above.

[239] Moreover, they argue that there is a scarcity of specific factual allegations in relation to many respondents as regards marketing.

[240] In other words, for many respondents there is a factual void as to what each of them specifically did that qualifies as punishable conduct under the *Act*.

[241] That may well be, but it bears remembering that at the authorization stage, the Court is to determine not if Applicant is likely to succeed or if respondents have what may be a reasonable defence on the merits, but rather, as part to the filtering process, if the Applicant's case is "defendable" or "arguable" given his allegations and any elements of proof that support the legal syllogism.

[242] As mentioned above, the Court of Appeal in *Homsy*[134] recently addressed anew the issue of proof at the authorization phase. Both Justices Morissette and Sansfaçon cite with authority the following extract from the Supreme Court of Canada decision in the matter of *L'Oratoire Saint-Joseph du Mont-Royal* v. *J.J.*[135]:

> [59] Furthermore, at the authorization stage, the facts alleged in the application are assumed to be true, so long as the allegations of fact are sufficiently precise: *Sibiga*, at para. 52; *Infineon*, at para. 67; *Harmegnies*, at para. 44; *Regroupement des citoyens contre la pollution v. Alex Couture inc.*, 2007 QCCA 565, [2007] R.J.Q. 859, at para. 32; *Charles*, at para. 43; *Toure*, at para. 38; *Fortier*, at para. 69. Where allegations of fact are "vague", "general" or "imprecise", they are necessarily more akin to opinion or speculation, and it may therefore be difficult to assume them to be true, in which case they must absolutely "be accompanied by some evidence to form an arguable case": *Infineon*, at para. 134. It is in fact strongly suggested in *Infineon*, at para. 134 (if not explicitly, then at least implicitly), that "bare allegations", although "insufficient to meet the threshold requirement of an arguable case"

---

132 Application, par. 2.125 to 2.131.
133 *Idem*, par. 2.27 to 2.28.9, and Exhibits P-38, P-39, P-54, P-55, P-56, P-57 and P-58.
134 *Homsy*, *supra*, note 38.
135 *L'Oratoire*, *supra*, note 15, par. 59.

> (emphasis added), can be *supplemented* by "some evidence" that — "limited though it may be" — must accompany the application in order "to form an arguable case".
>
> [References omitted.]

[243] Justice Morissette's paraphrasing of this citation, as indicated above[136], reminds us that in Quebec, the state of the law is to the effect that evidence is not required if the allegations are clear, precise and specific.

[244] Accordingly, an applicant is not required to provide evidence at the authorization stage to support allegations of fact, which are to be considered as being true, unless those allegations are vague or imprecise, in which case some proof is required so as to avoid such allegations being considered as mere opinion or hypothesis as opposed to fact.

[245] As regards any exhibits that are introduced by an applicant in support of the allegations, their sole purpose in described by Justice Morissette as follows[137]:

> [17] […] Quant aux pièces produites au soutien des allégations, elles ont pour seul but d'étayer le caractère soutenable des prétentions et ne servent aucunement à établir – en clair, à prouver – l'existence d'un fait quelconque. Il en est ainsi à tel point que le juge saisi de la demande doit s'abstenir d'exprimer un avis sur la force probante de ces pièces.
>
> [Reference omitted.]

[246] The principle that the authorization judge should not comment on the probative value of an applicant's supporting exhibits is drawn from, as Justice Morissette indicates, the Supreme Court decision in *L'Oratoire Saint-Joseph du Mont-Royal*[138].

[247] The rationale is said to be that any elements of proof filed by applicants at the authorization stage only need be "*prima facie*" in nature, such that contrary proof by a respondent's should only be made at a later stage, post-authorization[139].

[248] As observed by Justice Morissette[140], over the years, there has been an evolution, as demonstrated in more recent jurisprudence, that favours a decrease in what is being required to authorize a class action.

---

136 *Homsy*, *supra*, note 38, par. 24.
137 *Idem*, par. 17.
138 *L'Oratoire*, *supra*, note 15, par. 22.
139 *Homsy*, *supra*, note 38, par. 22.
140 *Ibid.*

[249] In other words, the articles governing authorization set forth in the *Code of Civil Procedure* have not been amended, but the manner in which they are being interpreted and applied by the courts, particularly at the appellate level, is generally becoming less stringent, and accordingly, more favourable to authorization.

[250] In the Court's view, as far as the allegations pertaining to aggressive marketing are concerned, even if one were to conclude that they are perhaps too vague and imprecise as regards all or some of the respondents individually, the statement from Health Canada's 2018 *Notice of Intent to Restrict Marketing and Advertising of Opioids*, mentioned above, is more than sufficient to supplement same for authorization purposes. The following is an extract from the Notice of Intent[141]:

> Canadians are the second highest users per capita of prescription opioids in the world, and rates of opioid prescribing and opioid-related hospital visits and deaths have been increasing rapidly. Prescriptions written by health professionals are a common source of opioids in Canada. Health professionals receive information from a variety of sources to inform their prescribing decisions and advice to patients, including from the pharmaceutical industry. While there is value in the pharmaceutical industry conveying educational and scientific information about a health product, evidence suggests that the marketing and advertising of opioids has contributed to increased prescription sales and availability of opioids.
>
> The pharmaceutical industry's marketing practices can take many forms of direct and indirect activities and incentives, including, for example, manufacturer-sponsored presentations at conferences, continuing education programs, advertisements in medical journals, and personal visits from sales representatives. It can also include use of promotional brochures, fees for research, consulting or speaking, reimbursement for travel and hospitality expenses to attend industry-sponsored events, and gifts of meals, equipment, and medical journals and texts.
>
> [Underlining that of the Court.]

[251] Moreover, as regards the generic manufacturers, Applicant refers to the proceedings instituted by the *Régie de l'assurance maladie du Québec* ("**RAMQ**") in the 1990s and early 2000s against certain generic manufacturers regarding gifts and other incentives to Quebec pharmacists for the purpose of increasing sales of generic drugs.

[252] The view that the increase in opioid prescriptions is linked to various forms of marketing by manufacturers is even stated in the opening paragraph of the Report of

---

141 Exhibit P-33, p. 1.

the House of Commons Standing Committee on Health regarding the opioid crisis in Canada[142].

[253] In addition to traditional marketing and sales tactics, one need keep in mind, as stated above, that the claim based on the *Act* includes the issue of warnings and more precisely failure to warn.

[254] In this regard, and as mentioned above, Applicant refers to the failure of respondents to sufficiently warn and inform putative class members of the serious risks and dangers associated with opioid use in the Information for Patients and Product Monographs sections contained in the Compendium[143].

[255] Applicant alleges that over time warnings have gone from nonexistent, to insufficient and then later to being more complete than previously, especially as a result of the required use of Serious Warnings and Precautions boxes in Product Monographs and on labelling[144].

[256] On October 2, 2003, Health Canada issued a *Notice of the Guidance for Industry: Product Monograph*[145] advising that a Serious Warnings and Precautions box should be included in the Product Monographs for "clinically significant or life threatening safety hazards"[146]. Although described in Part I as information destined to health professionals, such Serious Warning and Precautions box information is also to be included in a lay-language version destined to consumers in accordance with section 5.5.4 of Part III[147], along with a variety of other information such as precautions, missed dosages, overdose and side effects, to name just a few.

[257] Although the Guidance does not have the force of law[148], such documents "are meant to provide assistance to industry and health care professionals on how to comply with the policies and governing statutes and regulations"[149].

[258] Applicant alleges that respondents knew of the risks associated with the use of their opioid drugs and should have made "robust warnings" throughout the proposed Class Period.

[259] In the Court's view, Applicant's position as expressed through its allegations and evidence forms part of its arguable case at this stage.

---

142 Exhibit P-4, p. 3 (p. 13 of 46).
143 Application, par. 2.85 to 2.94; see also as examples Exhibits P-8, P-9, P-10 and P-11.
144 *Idem*, par. 2.92, and Exhibit P-12.
145 Exhibit P-40, section 3.4.1, p. 12 (p. 20 of 78).
146 *Ibid.*
147 *Idem*, p. 33 (p. 43 of 78).
148 *Idem*, p. 1 (p. 5 of 78).
149 *Ibid*.

[260] The Court need not for authorization purposes, contrary to what many respondents suggest, analyse the Product Monographs over the years for all the various drugs manufactured by each and every respondent, attempting to determine which contain sufficient warnings and at what point in time they did or did not contain such warnings, not to mention analysing labelling on product packaging, and this with a view to determining whether Applicant will likely succeed with its case on the merits against all or some of the respondents. That is an exercise to be conducted by a merits judge at some point in time post authorization.

[261] Nonetheless, for authorization purposes, it is interesting that Applicant's Table 2, being extracts on the marketing of opioids, taken from various exhibits including Government of Canada documents[150], as well as different authors[151], also refers to product monographs of certain respondents.

[262] By way of example, same state that abuse or the development of addiction to opioids is either "not a problem with people who require this medication for pain relief" or in properly managed patients with pain "has been reported to be rare"[152]. While others state that concerns about abuse and addiction, or even diversion, "should not prevent the proper management of pain"[153].

[263] Additional evidence of marketing and promotional activity is identified in other exhibits[154].

[264] Suffice it to say that at this stage, given all the foregoing, the Court is of the view that Applicant has demonstrated an arguable case in this regard against respondents.

[265] Given both the allegation that respondents acted in concert (as opposed to a "conspiracy" as argued by certain respondents[155]) and the evidence emanating from Health Canada that refers to the issue of marketing as being industry-wide, the Court is of the view that for the purposes of authorization, it is not required that specific allegations be made in this regard against each respondent individually.

---

150 Exhibits P-33 and P-4.

151 Exhibits P-1, P-2, P-5, P-22, P-23 and P-24.

152 Exhibits P-8, P-9, P-41, P-42 (Purdue); P-43 (Janssen); RL-2 (Sandoz and Pro Doc); RL-3 (Pro Doc); RL-4 (Pharmascience); RL-5 (Pro Doc); RL-7 (Pro Doc); RL-6 (Laboratoire Riva); RL-11 (Apotex); RL-12 (Pro Doc).

153 Exhibits P-12, P-41 (Purdue); JAN-1 to JAN-9, P-12, P-43 (Janssen); P-12, RL-2 (Sandoz and Pro Doc); RL-3, RL-5, RL-7, RL-9, RL-12 (Pro Doc); RL-4 (Pharmascience); RL-6, RL-8 (Laboratoire Riva); RL-11 and Exhibit B (Apotex); Schedule C (Aralez).

154 Exhibits P-5, P-14, P-15, P-19, P-20, P-43 to P-49.

155 The Court understands Applicant to use "in concert" as opposed to "conspiracy", so as to distinguish from the criminal nature of the latter.

[266] The Court does not share the view expressed by respondent Janssen that it should follow the decision of the Court of Appeal in *Perreault* v. *McNeil PDI inc.*[156] because in the present matter, the Court considers that the allegations and evidence show an arguable case as to the "intention" component of a claim under the *Act*.

[267] Nor does the Court agree with Janssen that the Court of Appeal for British Columbia decision in *Wakelam* v. *Wyeth Consumer Healthcare/Wyeth Soins de Sante Inc.*[157], particularly at paragraphs 74 and 91 thereof, stands for the principle that in relation to every claim pursuant to section 36 of the *Act*, the elements thereof be established against each and every proposed defendant individually at the authorization stage of all multi-defendant class action applications.

[268] Ultimately, Applicant has made allegations against all the respondents which the latter qualify as vague and imprecise, not only because they disagree with him, but also because they insist on being provided specifics and/or evidence applicable to each and every one of them. They reject allegations that target them as a whole or as an industry.

[269] Firstly, the court should not always discount allegations simply because an applicant alleges that "all" respondents have done something. Each case is to be assessed on its own merit.

[270] Secondly, if it is necessary for the court to conduct a hearing within a hearing in order to determine whether certain respondents should not be included in certain allegations, then that determination should be left to a post-authorization judge.

[271] Thirdly, as mentioned above, evidence is not always required by an applicant in support of his authorization application.

[272] Fourthly, in the case of evidence having been produced by an applicant at the authorization phase, should that evidence demonstrate in a serious and credible manner that a given industry has conducted itself in a certain way, as for example, what is stated in the 2016 Report of the Standing Committee on Health[158], the court is entitled for authorization purposes to make inferences based thereon as to the conduct of industry members. This, in the Court's view, is especially so in cases pertaining to consumers health, as opposed to defects in goods such as furniture and electronic products.

[273] And ultimately, even in the case of doubt, which is not the Court's position in this matter, the class action is to be authorized so as to respect the Legislator's objective of facilitating access to justice.

---

156 2012 QCCA 713.
157 2014 BCCA 36 (Application for leave to appeal refused, 2014 CanLII 51663 (SCC)).
158 Exhibit P-4.

[274] In the Court's view, these principles take precedence over the arguments raised by respondents in this matter, particularly in relation to the *Act*.

(v) Applicant's personal cause of action

[275] In an earlier section hereof, at paragraphs 73 to 85, the Court referred to many of the facts relating to Applicant's personal cause of action.

[276] Essentially, Applicant's personal experience is covered at paragraphs 2.210 to 2.239 of the Application and is further supported by exhibits P-51 to P-53, which pertain to his medical records.

[277] As mentioned, the Court authorized a limited examination of Applicant, which took place in open court immediately preceding the authorization hearing.

[278] By way of summary, he confirmed his use of prescription opioid medication, with dosage increases over time, and further, that over the course of numerous years, he was not informed by either his doctor or his pharmacists of any problems regarding the use of opioid medication and was not given any warnings in that regard.

[279] In addition to the main opioid medication he was taking, he also took other medication for dental surgery and for an abscess. As well, his doctor briefly switched him from Dilaudid and Hydromorph Contin to morphine and Statex, but he states that he did not tolerate the morphine and was returned to his previous medications.

[280] He acknowledged that in 2014 or 2015, while he was already at the maximum dosage, he received an explanatory sheet from the pharmacist, which he states he only looked at quickly.

[281] Applicant testified that from 2012 to 2017, he was at the maximum dosage of Dilaudid and Hydromorph Contin. In 2017, his doctor refused to increase the dosage further notwithstanding that the opioid medication was no longer having any effect. It was only then, when he was given his last prescription, that his doctor raised concerns regarding his opioid use. It was at that time that he decided to strop taking opioid medication because it was no longer doing him any good. He went to the CHUM for help.

[282] He testified that it was during his discussions with a doctor at the CHUM, while voluntarily hospitalized for 8 days, that he became aware of the risks of opioid consumption. He was told that it would be a difficult road ahead for him ("*une grosse côte à monter*").

[283] After his hospitalization at Hôpital Saint-Luc, the treating doctor prescribed a different molecule, Hydromorphone, to control the pain and this for between 8 months to

one year. However, in March 2018, he was again hospitalized for OUD, this time for four days.

[284] In the Court's view, Applicant has established a *prima facie* personal cause of action against all the respondent manufacturers, save and except for any individual exclusion contained in the following sections. The evidence at this stage demonstrates that he used prescription opioid medication and developed a medical disorder, OUD, directly as a result thereof. He required hospitalization in a specialized treatment plan that continued as an out-patient to assist him in stopping his use of opioids. He even had to be rehospitalized in order to achieve success in his attempt to stop using them.

(B) Other arguments specific to certain individual respondents regarding an "arguable case"

[285] In this section, The Court will address the more salient arguments raised by certain individual respondents that have yet to be analysed and discussed as regards their personal situation.

(i) The injectable medications of respondents Pfizer and Abbott

[286] Both Pfizer and Abbott have argued that their injectable medications should be excluded from the proposed class action by reason of the hospital carve-out mentioned above, being that they "were solely and exclusively available for use in a hospital setting".

[287] Those respondents respectively rely on the Affidavit of Pfizer's Lorella Garofalo and the sworn statement obtained by Abbott from Dr. François Fugère.

[288] At the end of the hearing, Applicant's counsel advised the Court that they agree to drop from the proposed class action the injectables of both Pfizer and Abbott given those affidavits.

(ii) Respondent Sandoz's Supeudol

[289] In addition to the various issues raised by respondents generally as discussed above, Sandoz argues that Applicant alleges having been given Supeudol while in the hospital and, therefore, it should be removed from the class action by reason of the hospital carve-out.

[290] Sandoz, as part of that position, argues that the medication was delivered to Applicant by injection. Applicant confirms in his testimony before the Court that he received injections in the hospital, but he cannot confirm which medication it was.

[291] Moreover, the evidence does not clearly indicate that Supeudol is only delivered by way of an injectable

[292] As well, at this stage, the evidence does not indicate clearly that Supeudol injections are “solely and exclusively” used in a hospital setting. In the absence of an agreement between the parties or a renunciation by Applicant such as in the case of Abbott and Pfizer, Applicant correctly argues the Court should not conduct a trial within a trial in order to decide this factual element.

[293] It should also be noted that at this stage, Supeudol has not been shown to be the same as the injectable medications of either Abbott or Pfizer. Applicant’s Schedule I of respondents’ opioids does not describe it in the same or similar way as either of Abbott’s or Pfizer’s injectables.

[294] Supeudol will accordingly not be removed from the proposed class action at this stage.

[295] And in any event, should it be established in a post-authorization phase that an applicant has advanced a manifestly unfounded case against a respondent, appropriate recourses might well be available to that respondent as a result.

(iii) Certain injectables of respondents Purdue and Sandoz

[296] Although Applicant has renounced to including Abbott’s and Pfizer’s injectables, he has not renounced to Purdue’s or Sandoz’s injectables even though they appear to be the same.

[297] The Court understands that Applicant distinguishes the situation of Abbott and Pfizer from other respondents by reference to the affidavits produced by the former.

[298] One need keep in mind that the Affidavit of Pfizer’s Lorella Garofalo, at paragraph 15, states the following:

> 15. It is because of this that the names of these medications often include a reference to “injection”, “injections” or “injectables”. This conveys the fact that unlike other opioids, the medications so named can only be administered after prescription by a physician by way of a hypodermic needle or an intravenous drip dispensed by a hospital pharmacy.

[299] The Court understands for authorization purposes that those words apply to all the opioid medications that are described as being an injectable and that are targeted by Applicant in this matter.

[300] Applicant's current position could lead to an undesirable result whereby putative class members who were administered for example Codeine Phosphate Injection made or distributed by Abbott and Pfizer would not be able to claim in relation to same whereas others who were administered Codeine Phosphate Injection made or distributed by Sandoz could. How is a putative class member supposed to know the name of the particular manufacturer of the injected medication?

[301] That uncertainty goes to the heart of the class description and the ability of individuals to know whether they qualify as class members.

[302] There are numerous other similar examples.

[303] Sandoz is said to manufacture or market HYDROmorphone Hydrochloride Injection USP which remains in the proposed class action, whereas Pfizer's version thereof has been removed, without there being any reason provided by Applicant to explain that there is a difference as to the two medications, including as to their use.

[304] Similarly, Pfizer's Morphine Sulfate Injections USP has been removed while Sandoz's Morphine Sulfate Injection USP has not, again without any explanation by Applicant as to the differences, if any, between them, including their use.

[305] In addition to those medications that include the word "injection", there are other injectables that do not include that same word. For example, Abbott's and Pfizer's Morphine Forte and Morphine Extra-Forte, both of which are withdrawn by Applicant from the list of drugs to be covered by the proposed class action.

[306] In that regard, Sandoz is alleged[159] to have manufactured, marketed and/or sold Morphine HP 25 and Morphine HP 50, both of which Applicant refers to as "injection" products, but its products are not withdrawn, again without there being any reason provided by Applicant to explain that there is a difference between the medications and their use.

[307] Similarly, Abbott's Dilaudid injectable (as opposed to tablets), Dilaudid Sterile Powder, Dilaudid-HP, Dilaudid-HP-Plus and Dilaudid-XP, all injectables, have been removed by Applicant from its list of drugs covered by the class action, whereas Purdue's Dilaudid injectable (as opposed to tablets), Dilaudid Sterile Powder, Dilaudid-HP, Dilaudid-HP-Plus and Dilaudid-XP have not.

[308] Neither have Sandoz's Hydromorphone HP Forte, Hydromorphone HP 10, 20 and 50 been removed, notwithstanding that the Court understands them to all be injectables and further that Dilaudid is hydromorphone.

---

[159] Application, par. 2.30.

[309] The Court respects Applicant's decision to remove certain injectables as being included in the hospital-use only carve-out. However, it is also of the view that the understanding of putative class members is such a critical issue that absent a reasonable explanation from an applicant, the Court is obliged to render the class action more user-friendly to putative members by rendering it less confusing and, where appropriate, by modifying an applicant's logic which may be too difficult for members to understand and to apply.

[310] To be clear, that is not to say that in the present matter every injectable is to be excluded. But those that appear to be same as the opioid medications that have voluntarily been removed by Applicant, should also be excluded, not only to avoid confusion in the minds of putative class members, but also because not to do so would equate to condoning a subjective approach that may be seen as lacking clarity and a certain logic.

[311] Accordingly, the following opioid medications will be removed from the proposed class action:

(A) Purdue:

- Dilaudid injectables,
- Dilaudid Sterile Powder,
- Dilaudid-HP,
- Dilaudid-HP-Plus, and
- Dilaudid-XP.

(B) Sandoz:

- Codeine Phosphate Injection,
- Hydromorphone HP Forte, 10, 20 and 50,
- HYDROmorphone Hydrochloride Injection USP,
- Morphine Sulfate Injection USP, and
- Morphine HP 25 and 50.

(iv) Respondent Purdue's OxyContin and OxyNEO

[312] As mentioned above, a national class action regarding OxyContin and OxyNEO has been fully approved by the courts of the various jurisdictions in which proceedings had been instituted. As a result, those two medications are not covered by the proposed class action in this matter.

[313] Accordingly, a person who has only been prescribed and has only consumed one or both of those two medications would not be a class member of the class action proposed in this matter.

[314] However, any person who has been prescribed and has consumed OxyContin and/or OxyNEO can nonetheless still be a class member in the present matter in relation to any other of the listed opioid medications which he has been prescribed and has consumed during the Class Period, including those manufactured by Purdue, as long as he has met all other criteria set out in the class description.

[315] As for Supeudol, as mentioned above, the Court is unable at this stage to make an obvious connection to Abbott's and Pfizer's injectables that have been voluntarily withdrawn by Applicant, and hence it remains on the list of medications covered by the proposed class action.

(v) Respondent Janssen's Duragesic fentanyl patch

[316] Janssen disagrees with Applicant that its therapeutic information for Duragesic fentanyl patches, as seen at Exhibit P-43, does not contain a sufficient warning. At this stage, all respondents are of the same view as regards their own medication.

[317] Janssen argues that its Duragesic patches should not be considered a serious risk for users particularly given that it is only for patients with cancer who have already been on opioids.

[318] Firstly, of course, and as mentioned above, the sufficiency of risk warnings is not to be decided at this stage but rather post-authorization when the evidence is more complete.

[319] That said, however, it is worth noting that Janssen's advertising, as seen in Exhibits P-19 and P-43, is not clearly destined only for cancer patients but rather is said to be for those who have been on weak opioids which have been insufficient for chronic pain, and this with a rather large photo of a middle-aged couple fly-fishing.

[320] The point of this comment is to demonstrate that at this early stage there is no justification for the Court to remove Duragesic fentanyl patches from the proposed class

action and, further, that Applicant has made a sufficiently arguable case as regards that medication.

(vi) Respondents Apotex and other generic drug manufacturers regarding the regulatory process

[321] Apotex and other generic manufacturers, in addition to their various other arguments, many of which are analyzed above, explain that “new” drugs are strictly regulated pursuant to the *Food and Drug Regulations*[160] and that product monographs are to comply with governing statutes and regulation, for the purpose of which Health Canada has issued its *Guidance Document, Product Monograph*[161].

[322] They argue that generic manufacturers, in order to market a new drug, must, amongst other requirements, demonstrate an equivalence to a Canadian reference product made by the innovator of the brand drug and, as well, must also use essentially the same efficacy and safety information as does the innovator for their product monograph. In other words, they should not be held liable for the content of their monographs given that they cannot change its content.

[323] The Court at this stage is not to conclude in this regard.

[324] Firstly, the factual analysis as to the content of the monographs is an exercise to be conducted post authorization. One should keep in mind that even Health Canada describes a monograph as “a factual, scientific document”[162].

[325] Moreover, a product monograph “is intended to provide the necessary information for the safe and effective use of a new drug and also serve as a standard against which all promotion and advertising of the drug can be compared”[163].

[326] In the Court’s view, this confirms the factual nature of the monograph, with the scientific components also forming part of the factual framework.

[327] Secondly, as matters now stand, the issuance of a notice of compliance by Health Canada does not automatically provide a drug manufacturer with either an immunity, a government guarantee or a complete defence to product liability claims. A judge on the merits would be better equipped to assess whether regulatory compliance is relevant to the issue of liability in the present matter given the relevant facts.

---

160 C.R.C., c. 870, part C, division 8, New Drugs.
161 Exhibit P-40.
162 *Idem*, section 1.2 (p. 9 of 78).
163 *Idem*, section 1.1 (p. 9 of 78).

[328] Accordingly, the court does not view regulatory compliance as a bar to the authorization of the proposed class action but rather, as part of a defence to be argued before the judge on the merits.

(vii) Respondent Bristol-Myers Squibb Canada regarding its "Mature Products"

[329] BMS Canada argues that its products are what they refer to as "Mature Products", in they have been made available for sale in Canada "over a long time period", as attested to in the Sworn Statement of its Associate Director of Financial Planning and Analysis, Steve Webb[164].

[330] The affiant then attests to having been told by someone else, a former products manager, that none of the products "is promoted, including to the Plaintiff, potential class members, formularies and health authorities, hospitals, distributors pharmacies, physicians or to Canadian patients"[165].

[331] With respect, this hearsay evidence is not sufficient to justify the Court excluding, at the authorization stage, such medications from all or part of the proposed class action, especially when the affiant affirms that BMS Canada had previously "supported" certain promotional activities, albeit that it never had a marketing budget.

[332] In the Court's view, this issue will need be presented to a post-authorization judge as part of its defence, with additional evidence. That judge would be better placed to analyze and conclude as to BMS Canada's position, particularly given what appears to possibly be advertising by it at Exhibits P-42 and P-43.

(viii) Respondent Joddes and its alleged liability for Sorres Pharma Inc. ("**Sorres**")

[333] Applicant alleges that respondent Joddes was the parent company of Sorres, a Canadian corporation, wholly owned by its parent, and which, during the Class Period, "voluntarily dissolved on November 24, 2014"[166]. It is alleged that Sorres manufactured, marketed and/or sold opioids in Quebec, the only product identified by Applicant being Hydromorphone tablets[167].

[334] No other opioid medication is alleged to have been manufactured, distributed or sold by either Sorres or Joddes.

---

164 Exhibit BMS-1, par. 20.
165 *Idem*, par. 21.
166 Application, par. 2.16
167 *Ibid.*

[335] Joddes acknowledges that it was the parent company of Sorres. It argues, however, that section 226 of the *Canada Business Corporations Act*[168] provides a complete bar to any claims against it as the shareholder of Sorres. Sections 226(1), (2)(a)(b)(c) and (4) read as follow:

> **226 (1)** In this section, shareholder includes the heirs and personal representatives of a shareholder.
>
> **(2)** Notwithstanding the dissolution of a body corporate under this Act,
>
> **(a)** a civil, criminal or administrative action or proceeding commenced by or against the body corporate before its dissolution may be continued as if the body corporate had not been dissolved;
>
> **(b)** a civil, criminal or administrative action or proceeding may be brought against the body corporate within two years after its dissolution as if the body corporate had not been dissolved; and
>
> **(c)** any property that would have been available to satisfy any judgment or order if the body corporate had not been dissolved remains available for such purpose.
>
> […]
>
> **(4)** Notwithstanding the dissolution of a body corporate under this Act, a shareholder to whom any of its property has been distributed is liable to any person claiming under subsection (2) to the extent of the amount received by that shareholder on such distribution, and an action to enforce such liability may be brought within two years after the date of the dissolution of the body corporate.

> **226 (1)** Au présent article, actionnaire s'entend notamment des héritiers et des représentants personnels de l'actionnaire.
>
> **(2)** Nonobstant la dissolution d'une personne morale conformément à la présente loi :
>
> **a)** les procédures civiles, pénales ou administratives intentées par ou contre elle avant sa dissolution peuvent être poursuivies comme si la dissolution n'avait pas eu lieu;
>
> **b)** dans les deux ans suivant la dissolution, des procédures civiles, pénales ou administratives peuvent être intentées contre la personne morale comme si elle n'avait pas été dissoute;
>
> **c)** les biens qui auraient servi à satisfaire tout jugement ou ordonnance, à défaut de la dissolution, demeurent disponibles à cette fin.
>
> […]
>
> **(4)** Nonobstant la dissolution d'une personne morale, conformément à la présente loi, les actionnaires entre lesquels sont répartis les biens engagent leur responsabilité, à concurrence de la somme reçue, envers toute personne invoquant le paragraphe (2), toute action en recouvrement pouvant alors être engagée dans les deux ans suivant la dissolution.

[168] R.S.C. 1985, c. C-44.

[336] Clearly more than double the two (2) year period elapsed between the voluntary dissolution of Sores on November 24, 2014, and the initial application for authorization to institute a class action filed by counsel to Applicant and his predecessors on or about May 23, 2019.

[337] Applicant argues that the scope of Joddes' own business activities is unclear. But a court is not to authorize a class action simply to enable an applicant to conduct an investigation as to whether a defendant, in this case Joddes, should be sued for other reasons.

[338] Moreover, contrary to Applicant's submission, the fact that it may have had the same civic address as another respondent is not sufficient to authorize a class action against it.

[339] As regards the issues of Joddes being an *alter ego* for Sorres, there is insufficient allegations at this stage for the Court to conclude favourably for Applicant.

[340] Nor has Applicant specifically sought the revival of a claim, and the Court will not decide the issue as if he had.

[341] Accordingly, the Court is of the view that Applicant has failed to demonstrate an arguable case as against either Sorres or Joddes, whether on the latter's own account or in its capacity as the parent company of Sorres. As a result, the Court will not authorize the class action against Joddes.

4. ANALYSIS: ARTICLE 575(1) C.C.P. – DO THE CLAIMS OF THE PUTATIVE MEMBERS OF THE PROPOSED CLASS ACTION RAISE IDENTICAL, SIMILAR OR RELATED ISSUES OF LAW OR FACT?

A. The Class Description

[342] In order to conduct a proper analysis of the questions, as to whether any of the issues raised are identical, similar or related, it is first necessary to take into consideration the class description.

[343] Although mentioned herein, for ease of reference the Court reiterates the description proposed by Applicant:

> All persons in Quebec who have been prescribed and consumed any one or more of the opioids manufactured, marketed, distributed and/or sold by the Defendants between 1996 and the present day ("Class Period") and who suffer or have suffered from Opioid Use Disorder, according to the diagnostic criteria herein described.

> The Class includes the direct heirs of any deceased persons who met the above-mentioned description.
>
> The Class excludes any person's claim, or any portion thereof, specifically in respect of the drugs OxyContin or OxyNEO, subject to the settlement agreement entered into in the court file no 200-06-000080-070 […]

[344] In addition to the OxyContin and OxyNEO exclusion, discussed above, there is the previously mentioned "carve-out" relating to exclusive use in hospital settings, which reads as follows:

> 2.4.2 […] However, to the extent that any of the opioids listed in the following paragraphs were solely and exclusively available for use in a hospital setting (e.g., not available at any time during the Class Period to be prescribed for use in the home), such opioids are not the subject of the present Class Action.

[345] In the Court's view, that carve-out should form part of the description for the purpose of clarity for the members.

[346] The Quebec Court of Appeal identifies the four (4) characteristics of the class description in the oft-cited decision in *George* v. *Québec (Procureur général)*[169]*,* being as follows:

1. La définition du groupe doit être fondée sur des critères objectifs,
2. Les critères doivent s'appuyer sur un fondement rationnel,
3. La définition du groupe ne doit être ni circulaire ni imprécise,
4. La définition du groupe ne doit pas s'appuyer sur un ou des critères qui dépendent de l'issue du recours collectif au fond.

[347] Moreover, the description must be clear, sufficiently so because it is essential for individuals to be able to determine that they are members of the class[170].

[348] In the present matter, certain respondents argue that the description is so confused and broad that it does not enable individuals to determine whether or not they are class members. This is critical as it can lead to the refusal by the motions judge to authorize the proposed class action[171].

---

169 2006 QCCA 1204, par. 40.
170 *Western Canadian Shopping Centres Inc.*, *supra*, note 15, par. 38.
171 *Boudreau*, *supra*, note 91, par. 24-26.

[349] That said, the Court can redefine the description[172], not to the point of changing the nature of the proposed class action but for the purpose of assisting in aligning the class to the proposed action at law.

[350] A variety of arguments were raised by respondents as regards the Applicant's proposed description of the class.

[351] As for the argument that the class period is too long, especially as regards prescription, the Court has already referred above to the newly adopted *Opioid-related Damages and Health Care Costs Recovery Act*, which appears to render moot the argument based on prescription. The Court will not repeat here all that it discussed above in this regard.

[352] The only other reason suggested for limiting the class period appears to relate to the view that the Applicant is reaching too far and is creating an unmanageable law suit. The Court has already addressed this issue and does not, at this stage, consider it to be such an overreach that would justify a refusal to authorize. The availability of evidence on the merits will dictate if it is an overreach.

[353] Another argument is that the definition is so broad that it would include illicit opioids. In the Court's view, the requirement that the members have been prescribed the medication is a sufficient criterion to frame the description so as to exclude individuals who have only accessed illicit opioid medication.

[354] That said, some respondents have submitted very constructive comments suggesting that the description should:

- Refer to the specific opioid products identified by Applicant,
- Specifically exclude OxyContin and OxyNEO given the settlement of a national class action, as mentioned above,
- Specifically exclude products solely and exclusively available for use in a hospital setting as opposed to use in the home, and
- Require that Opioid Use Disorder be diagnosed by a medical professional.

[355] The Court fully agrees with the need to refer to those medications that are included, while specifically excluding certain others. Doing so would facilitate individuals being able to identify whether or not they are class members.

---

[172] *Sibiga*, *supra*, note 23, par. 136.

[356] The requirement that Opioid Use Disorder be diagnosed by a physician, and this so as to avoid self-diagnosis problems, is reasonable and, as well, is acceptable to Applicant.

[357] Some respondents add that the DSM-5 diagnostic criteria set out at Exhibit P-37 must have been applied by the physician for the purpose of making the diagnosis.

[358] The Court considers that requiring the use of one diagnostic criteria at this stage would not be appropriate. There is insufficient information presently available to the Court to know when OUD was first recognized as a medical disorder by the medical profession. The requirement of having a diagnosis for OUD should not be used, even inadvertently, in a manner that might, during the class period, limit the class to only those diagnosed after the medical profession formally recognized the disorder. Moreover, if an individual suffered the symptoms of such disorder prior to it being formally recognized, or for any other reason without a then-contemporary diagnosis by a physician, a retroactive diagnosis by a physician should be sufficient. Accordingly, the Court will not modify the description so as to require a physician's diagnosis to be issued simultaneously to the individual having suffered the defining symptoms.

[359] Hence, the Court will not require that OUD be diagnosed in accordance with the DSM-5 criteria. The Court cannot exclude at this stage that there exists other criteria recognized by the medical profession.

[360] For the foregoing reasons, the Court modifies the class description to read as follows:

> All persons in Quebec who have been prescribed and consumed any one or more of the opioids medications identified in Schedule I attached hereto, manufactured, marketed, distributed and/or sold by the Defendants between 1996 and the present day **("Class Period")** and who have been diagnosed by a physician as suffering or having suffered from Opioid Use Disorder.
>
> The Class excludes any person whose claim, or any portion thereof, is in relation to the drugs OxyContin and OxyNEO, as well as in relation to opioid drugs that were solely and exclusively available for use in a hospital setting and not prescribed for use in the home.
>
> The Class also includes the direct heirs of any deceased person who during his or her lifetime met the above description, subject to the same exclusions.

B. The Identical, Similar or Related Issues

[361] This statutory criterion, stipulated at Article 575(1) C.C.P., is often simply referred to as being the existence of common questions, although it is actually much broader than that.

[362] Respondents argue that due to numerous factors, including what they consider as an overreach by Applicant as to length of the Class Period and the lumping together of so many different opioid medications, and the resulting infinite variations, there are no relevant, meaningful common questions leading to a collective decision. One respondent describes it as the creation of an "amalgam of individual trials".

[363] At the heart of their arguments lies the view that in the proposed class action the existence of a safety defect, the disclosure of risks and dangers, the making of misrepresentations, including through marketing practices and strategies, the causation and recovery of non-pecuniary damages and the assessment of punitive damages cannot be decided on a collective basis.

[364] The threshold for establishing common questions is considered in case law to be low[173], such that even only one (1) identical, similar or related question of law or fact is sufficient[174]. So, it is still essential to identify at least one such question, a task rendered more difficult if the description of the class is too large, thereby diluting the questions[175]. Failure to identify one is fatal to the authorization of the class action[176].

[365] The Supreme Court of Canada in *Vivendi Canada Inc.* v. *Dell'Aniello*[177] states the principle as follows, which is still applicable under Quebec's current *Code of Civil Procedure*:

> [58] […] To meet the commonality requirement of art. 1003(a) C.C.P.[178], the applicant must show that an aspect of the case lends itself to a collective decision and that once a decision has been reached on that aspect, the parties will have resolved a not insignificant portion of the dispute […] All that is needed in order to meet the requirement of art. 1003(a) C.C.P. is therefore that there be an identical, related or similar question of law or fact, unless that question would play only an insignificant role in the outcome of the class action. It is not necessary that the question make a complete resolution of the case possible […]
>
> [References omitted.]

---

173 *Boudreau*, *supra*, note 91, par. 30.
174 *Ibid.*
175 *Ibid.*
176 *Idem*, par. 31.
177 *Vivendi*, *supra*, note 15, par. 58.
178 Now Article 575(1) C.C.P.

[366] In *Vivendi*, the Supreme Court also reminds us that the response to the common question need not be the same for each class member, nor need it give rise to a successful outcome for all members[179].

[367] Instead, what makes the question common is if "it can serve to advance the resolution of every class member's claim"[180], notwithstanding the possibility of nuanced and diverse responses given the circumstances of each class member. The goal is to avoid repetition as to the analysis of facts and law[181] in numerous individual cases.

[368] In *Sibiga* v. *Fido Solutions inc.*[182], the Quebec Court of Appeal adopts the "flexible" approach proposed by the Supreme Court of Canada in *Vivendi*.

[369] The Court of Appeal also referred to the warning contained in the *Vivendi* decision against overemphasizing the differences rather than focusing on the identification of one or more questions that will advance the class action by reason of there being a "sufficiently similar situation" [183].

[370] In *Baratto* v. *Merck Canada Inc.*[184], the Court of Appeal recognized that one can have common questions even if there exists differences amongst the class members, including the use of different medication.

[371] Similarly, there can be commonality even when there could be different compensation, given that various measures and modalities be put into place so as to account for the differences between the members[185].

[372] Although respondents might be correct to mention that there may be many different factual variations amongst class members resulting in different legal analysis, the role of the Court at this stage, as just mentioned above, is not to focus on all the differences but rather to identify what issues of fact and law are identical, similar or related in order to avoid the courts repeating the analysis in multiple different and over-lapping law suits, an approach that speaks loudly against proportionality.

[373] One can imagine that some putative class members consumed only one medication manufactured or marketed by one respondent. Others, such as Applicant, may have consumed numerous medications from a number of different manufacturers. Some for a long period of time, while others for shorter periods of time, but all having suffered or are presently suffering from OUD.

---

179 *Vivendi*, *supra*, note 15, par. 45.
180 *Idem*, par. 46.
181 *Idem*, par. 44.
182 *Sibiga*, *supra*, note 23, par. 122.
183 *Idem*, par. 123.
184 *Baratto*, *supra*, note 59, par. 71.
185 *Idem*, par. 72.

[374] Respondents argue that these combinations make a single class action unmanageable and disproportionate.

[375] If one were to adhere to respondents' thinking, there would result the possibility of multiple class actions involving medications from only one manufacturer per action, and this for only a shorter period of time than the proposed class period. In each such action, the defence based on the informed intermediary might be raised.

[376] But how can that be proportionate, unless of course very few people had the time, energy, resources and willingness to share publicly their OUD in order to either act as class representative or to take on alone an opioid manufacturer? In the Court's view, this is not a vision that is in keeping with the access to justice philosophy underlying class actions.

[377] And should all those who have suffered OUD be required to institute separate actions, it would involve an even greater contradiction to the principle of proportionality.

[378] With these principles and arguments in mind, what are the questions proposed by Applicant?

[379] The questions are the following[186]:

> 5.1. Do the opioid products manufactured, marketed, distributed and/or sold by the Defendants pose serious health risks to their users due to, *inter alia*, their addictive nature?
>
> 5.2. Do the opioid products manufactured, marketed, distributed and/or sold by the Defendants offer the safety that Class Members could normally expect and do they have a safety defect within the meaning of articles 1468-1469 CCQ?
>
> 5.3. Did the Defendants provide (…) sufficient information on the risks and dangers of using their opioid products?
>
> 5.4. Did the Defendants trivialize or deny the risks and dangers associated with the use of opioids?
>
> 5.5. Did the Defendants employ marketing strategies which conveyed false or misleading information, including by omission, about the characteristics of the opioid products they were selling?
>
> 5.6. Did the Defendants fail to properly monitor the safety of their opioid products and/or take appropriate corrective action to adequately inform

[186] Application, par. 5.1 to 5.12.

users of such safety risks, as knowledge evolved as to such safety risks and side effects?

5.7. Have the Class Members suffered damages as a result of their Opioid Use Disorders?

5.8. What is the amount of non-pecuniary damages suffered by the Class Members?

5.9. Can the Class Members ask for collective recovery of their non-pecuniary damages?

5.10. Did the Defendants intentionally interfere with the right to life, personal security and inviolability of the Class Members?

5.11. Did the Defendants knowingly put a product on the market that creates addiction and Opioid Use Disorder?

5.12. Are the Defendants liable for punitive damages as a result their egregious conduct, and if so, in what amount?

[380] First and foremost, contrary to what respondents argue, the proposed class action, and more specifically the issues and questions it raises, is not in the Court's view analogous to the issues raised in *Cozak* v. *Procureure générale du Québec (Ministère de la Sécurité publique du Québec)*[187]. In that case, as mentioned by the authorization judge[188], the proposed class action generally raised all of the various living conditions encountered by those detained in the subject detention facility.

[381] In the present matter, the focus is on the singular result of class members having suffered OUD after consuming opioid medication. This is not the same as the Cozak claim including problems relating to, among others, sleeping conditions, quality of food, health services, searches and the conduct of correctional agents.

[382] Nor is it the same as the case of *Rozon* v. *Les Courageuses*[189], where it was necessary for each class member to establish "fault" based on the separate facts of each event of alleged sexual harassment that occurred over the course of more than 30 years[190].

[383] First of all, in the present matter there would be no requirement to prove fault in relation to any alleged safety defect.

---

187 2020 QCCS 1989 (Confirmed, 2021 QCCA 1376).
188 *Idem*, par. 118.
189 2020 QCCA 5.
190 *Idem*, par. 90.

[384] Moreover, as for fault relating to the medications themselves, there is no indication or argument made at this stage that any given medication would have been modified or altered during the Class Period, such that its individual ability to cause or contributing to causing OUD would not likely have changed during its time in the marketplace, unlike the *Imperial Tobacco* case mentioned above.

[385] This latter case demonstrates how the number of defendants, the length of the class period and the differences in the consumption of various products containing nicotine, modified over the years, and even causing different health problems, some resulting in death, is not a barrier to the authorization of a class action.

[386] Respondents attempt to distinguish that case, as already mentioned, by arguing that it involved only one ingredient, nicotine, whereas the medications in the present matter involve numerous different molecules. It is worth repeating, as stated above, that all the said drugs contain an opioid. They are all in the same class of drugs. In the Court's view, respondents' distinction is without any resulting difference in the present matter.

[387] The respondents tend to deny that even one common question exists mainly because they do not accept that Applicant has demonstrated an arguable case as regards any of its causes of action. The Court has already addressed those issues.

[388] The challenge for authorization judges is often the application of the principles established by law and relevant jurisprudence to the particular facts of a given case.

[389] Respondents have cited several decisions that they argue demonstrate that this case should not be authorized. The court does not intend to analyze and distinguish each such case, beyond what is already indicated above. Suffice it to say, however, that the Court considers this case to be one that does contain at least one question that meets the criteria as stated above.

[390] That said, the Court does not consider that Applicant's first question sufficiently ties into the class description which focuses on Opioid Use Disorder.

[391] The Court modifies the question to read as follows:

> 5.1. Did and/or do the opioid products manufactured, marketed, distributed and/or sold during the Class Period by the Defendants, as identified at Schedule I, cause opioid use disorder in class members and pose other serious health risks to them due to, inter alia, their addictive nature?

[392] In the Court's view this question covers a common, similar and related issue, such that the resulting reply will advance the case of individual class members. So will

others. There is no requirement for the Court to now comment on each proposed question.

[393] As for question 5.9, however, a modification would be useful. No doubt a party can “ask” for a conclusion, but the real issue is whether or not a party is legally entitled to receive it. A minor modification would be appropriate so that the section will read as follows:

> 5.9. Are the Class Members legally entitled to collective recovery of their non-pecuniary damages?

[394] The Court is of the view that the other questions in sections 5 and 6 can remain as they are for authorization purposes.

5. ANALYSIS: ARTICLE 575(3) C.C.P. – THE IMPRACTICABILITY OF PROCEEDING BY MANDATES OR CONSOLIDATION OF PROCEEDINGS

[395] This requirement intends to limit the use of class action proceedings to cases where other available legal means, such as by the use of mandates, is difficult and impracticable given the circumstances.

[396] The Court has already mentioned that the nature of the proposed class action, especially the requirement for class members to suffer or have suffered from a diagnosed case of opioid use disorder, is such that the identification of members is to be found primarily in confidential medical records. That by itself limits the ability of Applicant to identify putative members. Moreover, it would be understandable that members would not necessarily want to publicly acknowledge that they have suffered from OUD.

[397] In the Court’s view, given the foregoing, the composition of the class makes it difficult and impracticable to apply the rules for mandate in order to take part in judicial proceedings on behalf of others. The respondents have not argued that the consolidation of proceedings is of any practical relevance to the present matter.

[398] Accordingly, the criteria of Article 575(3) is met by Applicant.

6. ANALYSIS: ARTICLE 575(4) – THE APPOINTED CLASS REPRESENTATIVE

[399] Although the burden of demonstration for the purposes of appointing a representative plaintiff is considered low, the latter must nevertheless be in a position to provide an adequate representation for the members.

[400] The Supreme Court of Canada in *Infineon* identifies three (3) factors to be considered, being to have a personal interest, to be competent and to not have a

conflict with the class members[191]; it also affirmed that these factors should be interpreted liberally such that no proposed representative should be excluded unless it is shown that his interest and competence are such that it would be impossible for the matter to proceed fairly[192].

[401] Even in the event of a conflict, the Supreme Court warned that the court should hesitate to refuse the authorization of the proposed class action, as that would be a draconian measure[193]. Such refusal would only be appropriate in exceptional cases.

[402] Certain respondents have argued that Mr. Bourassa does not have a personal cause of action against each and every one of them, but the Court has concluded that Applicant has a sufficient cause of action to proceed.

[403] Others argue that he is unreliable, lacks the requisite probity and credibility and, further, could not even understand the proceedings.

[404] The Court does not agree with the harsh criticisms leveled at Mr. Bourassa.

[405] Firstly, it has not been demonstrated that he lacks probity and credibility. In fact, and without concluding as to credibility issues at this stage, the Court found him to be transparent while testifying.

[406] Secondly, Mr. Bourassa accepted to testify and to attend before the Court for that purpose, demonstrating his commitment to the case.

[407] He also accepted to replace prior applicants in this matter, all of whom had withdrawn, and this in part under the scrutiny of respondents. To attack him on a personal level, as some have already done, is not only contrary to the above principles established by the Supreme Court but it has also failed to induce him to withdraw. The court in such circumstances interprets this as a sign of his serious commitment to the case.

[408] As for the argument that he has failed to advance the case, the Court views that as an unfair assertion at this point in time, the parties knowing full well that he only became involved to replace a previous applicant, and this relatively close to the hearing dates. Moreover, he has moved the matter to the authorization hearing, including testifying before the Court.

[409] Finally, the fact that all the principal proceedings and the vast majority of plans of argument and evidence have been prepared and submitted in English, whereas the

---

191 *Infineon*, *supra*, note 17, par. 149.
192 *Ibid.*
193 *Idem*, par. 150.

Applicant may have a limited knowledge of the language, with the result that he had not read the entire Application of over 50 pages, is an argument that the Court considers unworthy of counsel, especially considering Mr. Bourassa's relatively recent arrived in the file.

[410] All elements considered, the Court is of the view that it is indeed appropriate in this matter to appoint Mr. Bourassa as the class representative.

7. CONCLUSION

[411] The criteria of Article 575 C.C.P. having been satisfied by Applicant, the class action will be authorized and Mr. Bourassa will be appointed as the class representative.

[412] In keeping with Article 576 C.C.P., the class action will proceed in the District of Montreal, where Mr. Bourassa received his medical treatment and has elected domicile, and further where most proposed defendants have their place of business as identified in the Application.

[413] A notice to class members will need to be given to the class members at the expense of the proposed defendants, the details of which will be finalized at a future meeting to be scheduled by the Court.

8. DECISION

FOR THESE REASONS, THE COURT:

[414] **GRANTS** in part the Re-Amended Application dated September 30, 2022 for authorization to institute a class action, the nature of which is an action in compensatory and punitive damages based on the extracontractual responsibility of manufacturers, the safety of their opioid medications, the *Competition Act* and the *Charter of Rights and Freedoms*;

[415] **EXCLUDES** Joddes Limited from the authorized class action;

[416] **CONFIRMS** the continued suspension of the Re-Amended Application dated September 30, 2022 as against Paladin Labs Inc.;

[417] **MODIFIES** the list of opioid medication Schedule I as per the attached;

[418] **APPOINTS** Jean-François Bourassa as representative plaintiff;

[419] **ORDERS** that Exhibits P-51, P-52 and P-53 be maintained under seal, subject to a decision of the Superior Court to the contrary;

[420] **AUTHORIZES** the representative plaintiff to institute the class action for the benefit of the following persons, being members of the class:

> All persons in Quebec who have been prescribed and consumed any one or more of the opioids medications identified in Schedule I attached hereto, manufactured, marketed, distributed and/or sold by the Defendants between 1996 and the present day **("Class Period")** and who have been diagnosed by a physician as suffering or having suffered from Opioid Use Disorder.
>
> The Class excludes any person whose claim, or any portion thereof, is in relation to the drugs OxyContin and OxyNEO, as well as in relation to opioid drugs that were solely and exclusively available for use in a hospital setting and not prescribed for use in the home.
>
> The Class also includes the direct heirs of any deceased person who during his or her lifetime met the above description, subject to the same exclusions.

[421] **IDENTIFIES** the principal questions of law and fact to be dealt with collectively as follows:

1. Did and/or do the opioid products manufactured, marketed, distributed and/or sold during the Class Period by the Defendants, as identified at Schedule I, cause opioid use disorder in class members and pose other serious health risks to them due to, inter alia, their addictive nature?

2. Do the opioid products manufactured, marketed, distributed and/or sold by the Defendants offer the safety that Class Members could normally expect and do they have a safety defect within the meaning of articles 1468-1469 CCQ?

3. Did the Defendants provide sufficient information on the risks and dangers of using their opioid products?

4. Did the Defendants trivialize or deny the risks and dangers associated with the use of opioids?

5. Did the Defendants employ marketing strategies which conveyed false or misleading information, including by omission, about the characteristics of the opioid products they were selling?

6. Did the Defendants fail to properly monitor the safety of their opioid products and/or take appropriate corrective action to adequately inform users of such safety risks, as knowledge evolved as to such safety risks and side effects?

7. Have the Class Members suffered damages as a result of their Opioid Use Disorders?

8. What is the amount of non-pecuniary damages suffered by the Class Members?

9. Are the Class Members legally entitled to collective recovery of their non-pecuniary damages?

10. Did the Defendants intentionally interfere with the right to life, personal security and inviolability of the Class Members?

11. Did the Defendants knowingly put a product on the market that creates addiction and Opioid Use Disorder?

12. Are the Defendants liable for punitive damages as a result of their egregious conduct, and if so, in what amount?

[422] **IDENTIFIES** the principal issues and questions of law and fact which are particular to each of the members as follows:

1. The specific nature of their Opioid Use Disorder, in particular which of the diagnostic criteria symptoms they experience or experienced; and

2. Other than the damages recovered collectively, what other damages have the class members suffered?

[423] **IDENTIFIES** as follows the conclusions sought:

GRANT the Plaintiff's Class Action;

CONDEMN the Defendants solidarily to pay to each of the Class Members the amount of $30,000 in non-pecuniary damages with interest and additional indemnity since the service of the application for leave to institute a class action;

CONDEMN each of the Defendants to pay the sum of $25,000,000 in punitive damages with interest and additional indemnity since the service of the application for leave to institute a class action;

CONDEMN the Defendants to pay to each Class Member a sum as pecuniary damages to be determined on an individual basis, increased by interest at the legal rate and the additional indemnity provided for in article 1619 of the *Civil Code of Quebec*, since service of the *application for leave to institute a class action,* and to be recovered individually;

CONDEMN the Defendants to pay the Plaintiff's full costs of investigation in connection with the misrepresentations made by the Defendants;

ORDER the collective recovery of these awards;

DETERMINE the appropriate measures for distributing the amounts recovered collectively and the terms of payment of these amounts to the Class Members;

ORDER the liquidation of the individual claims for any other damage sustained by the Class Members;

DETERMINE the process of liquidating the individual claims and the terms of payment of these claims pursuant to articles 599 to 601 C.C.P.

THE WHOLE WITH COSTS, including experts' fees and notice costs.

[424] **FIXES** the delay for exclusion from the class at sixty (60) days from the notice to members;

[425] **ORDERS** that any class member who has not requested exclusion from the class within the said sixty (60) days from the notice to members is bound by any judgement to be rendered in the class action;

[426] **ORDERS** the publication of a notice to class members according to the terms and directives to be determined by the Court at a future hearing, the date and time of which will also be determined by the Court, the cost of such notice and its publication to be at the expense of defendants;

[427] **ORDERS** that the class action be instituted before the Superior Court in the District of Montreal;

[428] **REFERS** the present file to the Chief Justice of the Court for the purposes of appointing a new case management judge for the next phases;

[429] **THE WHOLE** with judicial costs against respondents.

_____
Gary D.D. Morrison, J.S.C.

Attorneys for Applicant:

Mtre. Mark Meland
Mtre. Margo R. Siminovitch
Mtre. Tina Silverstein
Mtre. Betlehem Endale
Mtre. Hugo Carrier-L'Italien
FISHMAN FLANZ MELAND PAQUIN

Mtre. André Lespérance
Mtre. Zoe Christmas
Mtre. Marianne Dagenais-Lespérance
TRUDEL JOHNSTON & LESPÉRANCE

Attorneys for Respondents:

Mtre. Michel Gagné
Mtre. Andrée-Anne Labbé
McCARTHY TÉTRAULT
For Abbott Laboratories Ltd.

Mtre. Jean-Michel Boudreau
IMK
For Apotex Inc.

Mtre. Harry Radomski
Mtre. Nando De Luca
GOODMANS LLP
For Apotex Inc.

Mtre. Marie Audren
AUDREN ROLLAND S.E.N.C.R.L.
For Aralez Pharmaceuticals Canada Inc.

Mtre. Tania Da Silva
DLA PIPER (CANADA)
For Bristol-Myers Squibb Canada Co.

Mtre. Myriam Brixi
LAVERY, DE BILLY
For Church & Dwight Canada Corp.

Mtre. Meryeme Manar
WOODS
For Ethypharm Inc.

Mtre. Guy Poitras
Mtre. Antoine Van Audenrode
Mtre. Joëlle Boisvert
GOWLING WLG
For GlaxoSmithKline Inc.

Mtre. Robert Torralbo
Mtre. Ariane Bisaillon
BLAKE, CASSELS & GRAYDON
For Janssen Inc.

Mtre. Éric Préfontaine
Mtre. Jessica Harding
Mtre. Marie-Laure Saliah-Linteau
OSLER, HOSKIN & HARCOURT
For Joddes Limited, Pharmascience Inc., Sun Pharma Canada Inc. and Teva Canada Limited

Mtre. Catherine Dubord
FERNET
For Laboratoire Atlas Inc., Laboratoire Riva Inc. and Laboratoire Trianon Inc.

Mtre. William McNamara
Mtre. Marie-Ève Gingras
Mtre. Christopher Maughan
TORYS
For Pfizer Canada ULC

Mtre. Fadi Amine
MILLER THOMSON
For Pro Doc Ltée

Mtre. Jean St-Onge
Mtre. Anne Merminod
Mtre. Alexis Leray
BORDEN LADNER GERVAIS
For Purdue Frederick Inc. and Purdue Pharma

Mtre. Noah Boudreau
Mtre. Peter J. Pliszka
Mtre. Mirna Kaddis
FASKEN MARTINEAU DuMOULIN
For Novartis Pharmaceuticals Canada Inc. and Sandoz Canada Inc.

Mtre. Sylvie Rodrigue
Mtre. Corina Manole
TORYS
For Sanofi-Aventis Canada Inc.

Mtre. Francis Rouleau
Mtre. Elizabeth Desrochers
BLAKE, CASSELS & GRAYDON
For Valeant Canada Limited, Valeant Canada LP and 4490142 Canada Inc. (fka Meda Valeant Pharma Canada Inc.)

Dates of Hearing: November 7, 8, 9, 14, 15, 16, and 17, 2022

Schedule 1

Bourassa v. Abbott Laboratories, Limited et al.
(500-06-001004-197)

Defendants' Opioids (updated as at February 26, 2024)

1) ABBOTT LABORATORIES, LIMITED			
Dilaudid (tablets)	Kadian		
2) APOTEX INC.			
Apo-Fentanyl Matrix	Apo-Hydromorphone CR	Apo-Oxycodone/Acet	Apo-Hydromorphone
Apo-Oxycodone CR	Apo-Tramadol/Acet		
3) BRISTOL-MYERS SQUIBB CANADA CO.			
Endocet	Numorphan	Percocet-Demi	Percodan-Demi
Endodan	Percocet	Percodan	
4) ETHYPHARM INC.			
M-Ediat	M-Eslon		
5) JANSSEN INC.			
Duragesic	Nucynta Extended-Release	Tramacet	Tylenol With Codeine No. 3
Jurnista	Nucynta IR	Tylenol With Codeine Elixir	Tylenol With Codeine No. 4
Nucynta CR	PAT-tramadol/Acet	Tylenol With Codeine No. 2	Ultram
6) LABORATOIRE ATLAS INC.			
Codeine Phosphate Syrup	Doloral	Linctus Codeine Blanc	
7) LABORATOIRE RIVA INC.			
Codeine 15	Codeine 30	Rivacocet	Triatec-30
RIVA-Tramadol/Acet			
8) LABORATOIRE TRIANON INC.			
Codeine 15	Codeine 30	Triatec-30	

Defendants' Opioids (updated as at February 26, 2024)

9) PFIZER CANADA ULC			
Robaxisal C 1/2	Robaxisal C 1/4		
10) PHARMASCIENCE INC.			
282 Tablets	Acet-Codeine 60	pms-Butorphanol	pms-Opium and Belladonna SUP
292 Tablets	Exdol-15	pms-Codeine	pms-Oxycodone
Acet 2	Exdol-30	pms-Fentanyl MTX	pms-Oxycodone CR
Acet 3	Metadol	pms-Hydromorphone	pms-Oxycodone-Acetaminophen
Acet-Codeine 30	pms-Acetaminophen With Codeine Elixir	pms-Morphine Sulfate SR	pms-Tramadol-Acet
11) PRO DOC LTÉE			
Fentanyl Patch	Procet-30	Tramadol-Acet	Oxycodone (tablets)
Oxycodone-Acet	Pronal-C 1/2	Pronal-C 1/4	
12) PURDUE PHARMA AND PURDUE FREDERICK INC.			
Belbuca	Codeine Contin	Oxy.IR	
BuTrans 5	Hydromorph Contin	Palladone XL	
BuTrans 10	Hydromorph.IR	Targin	
BuTrans 15	MS Contin	Zytram XL	
BuTrans 20	MS.IR		
13) SANDOZ CANADA INC.			
HYDROmorphone Hydrochloride Suppositories	Sandoz Morphine SR	Sandoz Oxycodone/Acetaminophen	
Sandoz Fentanyl Patch	Sandoz Opium & Belladonna [also: as Sab-Opium & Belladonna]	Supeudol	
14) SANOFI-AVENTIS CANADA INC.			
Demerol (tablets)	M-Eslon	Talwin (tablets)	

Defendants' Opioids (updated as at February 26, 2024)

15) SUN PHARMA CANADA INC.			
RAN-Fentanyl Matrix Patch	RAN-Fentanyl Transdermal System	RAN-Tramadol/Acet	
16) TEVA CANADA LIMITED			
Act Oxycodone CR	Methoxisal-C 1/2	ratio-Lenoltec No. 2	Teva-Lenoltec No. 2
ACT Tramadol/Acet	Methoxisal-C 1/4	ratio-Lenoltec No. 3	Teva-Lenoltec No. 3
CO Fentanyl	Novo-gesic C15	ratio-Lenoltec No. 4	Teva-Lenoltec No. 4
Codeine Tab 15MG	Novo-gesic C30	ratio-Morphine SR	Teva-Morphine SR
Coryphen Codeine	Oxycocet	ratio-Oxycocet	Teva-Oxycocet
Emtec-30	Oxycodan	ratio-Oxycodan	Teva-Oxycodan
Fentora	Paveral	Teva-Codeine	Teva-Tramadol/ Acetaminophen
Lenoltec with Codeine No. 2	ratio-Codeine	Teva-Emtec-30	
Lenoltec with Codeine No. 3	ratio-Emtec-30	Teva-Fentanyl	
Lenoltec with Codeine No. 4	ratio-Fentanyl	Teva-HYDROmorphone	

Appendix “G”

From: Margo Siminovitch <msiminovitch@ffmp.ca>
Sent: April 11, 2024 10:58 AM
To: Chadwick, Robert
Cc: Wiffen, Bradley; Betlehem Endale; zweigs@bennettjones.com; Joshua Foster
Subject: Re: Endo/Paladin - Canadian Recognition Hearing
Attachments: 500-06-001004-197 - Jugement (10 avril 2024)Sgd.pdf

Good morning Robert,

We are very pleased that, after a very long wait, yesterday Justice Morrison of the Quebec Superior Court issued his decision authorizing (certifying) the Quebec Opioid Class Action. A copy of the authorizing judgment is attached. Despite this achievement, we have reluctantly decided not to object to the Motion for Recognition of the Plan Confirmation Order issued by Justice Garrity.

Would you kindly advise Chief Justice Morawetz of this important development in the Quebec Opioid Class Action.

Regards,

Margo

Margo Siminovitch
Telephone: (514) 932-4100 x 233
E-mail: msiminovitch@ffmp.ca

Fishman Flanz Meland Paquin LLP
1250 René-Lévesque Blvd. West, suite 4100
Montreal, Quebec H3B 4W8
Website: www.ffmp.ca
Fax.: (514) 932-4170

On Fri, Apr 5, 2024 at 8:51 AM Chadwick, Robert <rchadwick@goodmans.ca> wrote:

> Thank you for your updated response. Rob
> **Robert J. Chadwick**
> Goodmans LLP
>
> 416.597.4285
> rchadwick@goodmans.ca

Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7
goodmans.ca

On Apr 5, 2024, at 8:50 AM, Margo Siminovitch <msiminovitch@ffmp.ca> wrote:

Noted. We are still considering our position.

Margo Siminovitch
Telephone: (514) 932-4100 x 233
E-mail: msiminovitch@ffmp.ca

Fishman Flanz Meland Paquin LLP
1250 René-Lévesque Blvd. West, suite 4100
Montreal, Quebec H3B 4W8
Website: www.ffmp.ca
Fax.: (514) 932-4170

On Thu, Apr 4, 2024 at 6:30 PM Chadwick, Robert <rchadwick@goodmans.ca> wrote:

> We are just following up on our exchange of emails. To let you know the overall timing on matters, we plan to serve our Court materials tomorrow. We look forward to hearing from you with respect to your position so we can advise the Office of The Chief Justice as to our time required for the hearing. We have resolved all matters and we expect the matter will proceed on consent or unopposed, subject to your client's position. We are available to discuss any matters. Rob

From: Chadwick, Robert
Sent: Tuesday, March 26, 2024 9:05 AM
To: Margo Siminovitch <msiminovitch@ffmp.ca>
Cc: Wiffen, Bradley <bwiffen@goodmans.ca>; Betlehem Endale <bendale@ffmp.ca>; zweigs@bennettjones.com; Joshua Foster <FosterJ@bennettjones.com>
Subject: Re: Endo/Paladin - Canadian Recognition Hearing

Thank you for your note. We understand the circumstances are difficult for your clients- but believe it is in all stakeholders interest to proceed to completion of the plan now and

avoid additional costs or any time delay. We are available to discuss matters with you at anytime. Rob

Robert J. Chadwick

Goodmans LLP

416.597.4285

rchadwick@goodmans.ca

Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

goodmans.ca

> On Mar 26, 2024, at 8:54 AM, Margo Siminovitch <msiminovitch@ffmp.ca> wrote:
>
> Good morning colleagues,
>
> We acknowledge receipt of the correspondence sent on March 22 and March 25. The matter is being considered and we will revert in due course.
>
> Regards,
>
> **Margo Siminovitch**
> Telephone: (514) 932-4100 x 233
> E-mail: msiminovitch@ffmp.ca

Fishman Flanz Meland Paquin LLP
1250 René-Lévesque Blvd. West, suite 4100
Montreal, Quebec H3B 4W8
Website: www.ffmp.ca
Fax.: (514) 932-4170

On Fri, Mar 22, 2024 at 5:58 PM Wiffen, Bradley <bwiffen@goodmans.ca> wrote:

> Good afternoon,
>
> Please see attached correspondence.
>
> Kind regards,
>
> Brad Wiffen
>
> **Bradley Wiffen**
>
> Goodmans LLP
>
> 416.597.4208
>
> bwiffen@goodmans.ca
>
> Bay Adelaide Centre
> 333 Bay Street, Suite 3400
> Toronto, ON M5H 2S7
>
> ***** Attention *****
>
> This communication is intended solely for the named addressee(s) and may contain information that is privileged, confidential, protected or otherwise exempt from disclosure. No waiver of confidence, privilege, protection or otherwise is made. If you are not the intended recipient of this communication, or wish to unsubscribe, please advise

Appendix “H”

Court File No. CV-22-00685631-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C 1985, C.C-36, AS AMENDED

AND IN THE MATTER OF PALADIN LABS CANADIAN HOLDING INC. AND PALADIN LABS INC.

APPLICATION OF PALADIN LABS INC. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AFFIDAVIT OF NOAH GOLDSTEIN

(Sworn April 11, 2024)

I, Noah Goldstein, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Managing Director of KSV Restructuring Inc. ("**KSV**").

2. On August 19, 2022, the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") issued the Initial Recognition Order and Supplemental Order pursuant to Part IV of the *Companies' Creditors Arrangement Act* ("CCAA") and KSV was appointed Information Officer ("Information Officer").

3. I have been involved in this mandate since the date of the Initial Recognition Order and Supplemental Order. As such, I have knowledge of the matters to which I hereinafter depose.

4. On April 11, 2024, the Information Officer finalized its Sixth Report to Court in which it outlined its activities with respect to these proceedings as well as provided information with respect to the Information Officer's fees and disbursements and those of its legal counsel.

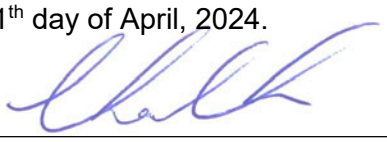
5. I hereby confirm that attached as Exhibit "**A**" hereto are true copies of the accounts of KSV from April 1, 2023 to March 31, 2024 and confirm that these accounts accurately reflect the services provided by KSV in this matter and the fees and disbursements claimed by them.

6. Additionally, attached hereto as Exhibit "**B**" is a summary of additional information with respect to all members of KSV who have worked on this matter, including their roles, hours and rates, and I hereby confirm that the list represents an accurate account of such information.

7. I consider the accounts to be fair and reasonable considering the circumstances connected with this administration.

8. I also confirm that the Information Officer has not received, nor expects to receive, nor has the Information Officer been promised any remuneration or consideration other than the amounts claimed in the accounts.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 11th day of April, 2024.



Catherine Anne Stuyck-Theriault, a Commissioner, etc., Province of Ontario for KSV Advisory Inc. and KSV Restructuring Inc.
Expires February 19, 2025

NOAH GOLDSTEIN

THIS IS EXHIBIT “A” REFERRED TO IN THE
AFFIDAVIT OF NOAH GOLDSTEIN
SWORN BEFORE ME THIS 11th DAY OF APRIL, 2024

Catherine Anne Stuyck-Theriault, a Commissioner, etc.,
Province of Ontario for KSV Advisory Inc. and KSV Restructuring Inc.
Expires February 19, 2025

ksv advisory inc.
220 Bay Street, Suite 1300, PO Box 20
Toronto, Ontario, M5J 2W4
T +1 416 932 6262
F +1 416 932 6266

ksvadvisory.com

INVOICE

Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.
100 Boul. Alexis-Nihon Suite 600
Montreal, QC H4M 2P2
Canada

June 2, 2023

Invoice No: 3128
HST #: 818808768RT0001

Re: Paladin Labs Canadian Holding Inc. and Paladin Labs Inc. (jointly, the "Canadian Debtors")

For professional services rendered for the month ending April 2023 by KSV Restructuring Inc. ("KSV") in its capacity as Court-appointed Information Officer of the Canadian Debtors, including:

- Corresponding throughout the period with Goodmans LLP ("Goodmans"), Canadian counsel to the Canadian Debtors and its US parent and certain affiliates (collectively, the "Chapter 11 Debtors"), and Bennett Jones LLP ("Bennett Jones"), counsel to the Information Officer, regarding the proceedings commenced by the Chapter 11 Debtors pursuant to Chapter 11 of Title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "US Court") (the "Chapter 11 Proceedings");

- Monitoring the case management website maintained by Kroll Restructuring Administration LLC in respect of materials filed in the Chapter 11 Proceedings (the "US Case Website") and reviewing certain information related to the Canadian Debtors;

- Corresponding with Bennett Jones regarding materials posted on the US Case Website;

- Reviewing all materials filed with the US Court in the Chapter 11 Proceedings in advance of the Canadian Court hearing; but not limited to:

    - Restructuring Support Agreement "RSA";

    - Bidding Procedures Order;

    - Bar Date Order;

  - The Stalking Horse Agreement; and
  - The respective motion materials related to the above-mentioned Orders and Agreements.
- Corresponding with Bennett Jones regarding materials posted on the US Case Website;
- Attending calls with the Canadian Debtors to obtain an update on their operations;
- Attending the virtual omnibus hearing on April 20, 2023 in the Chapter 11 Proceedings;
- Preparing the Third Report of the Information Officer dated April 20, 2022 (the "Third Report");
- Corresponding with Bennett Jones regarding the Third Report;
- Reviewing the draft motion materials including draft versions of the:
  - Notice of Motion;
  - Affidavit of Daniel Vas sworn April 18, 2023; and
  - Fourth Supplemental Order;
- Corresponding with Bennett Jones regarding the draft motion materials;
- Attending the virtual hearing on April 25, 2023 regarding, among other things, the recognition of the Bidding Procedures Order and Bar Date Order;
- Reviewing the Fourth Supplemental Order issued by Chief Justice Morawetz dated April 25, 2023;
- Reviewing the Endorsement issued by Chief Justice Morawetz dated April 28, 2023; Is this date correct? Not sure as April 25 was the other date.
- Corresponding with creditors of the Canadian Debtors;
- Maintaining the Information Officer's case website; and
- To all other meetings, correspondence, etc. pertaining to this matter.

Total fees per attached time summary	CAD$	23,370.00
HST		3,038.10
Total due	CAD$	26,408.10

KSV Restructuring Inc.

Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.

Time Summary

For the Month Ending April 30, 2023

Personnel		Rate ($)	Hours	Amount ($)
	Noah Goldstein	700	16.50	11,550.00
	Jordan Wong	525	14.25	7,481.25
	Nisan Thurairatnam	425	8.75	3,718.75
	Other Staff and administration	205 - 225	3.00	620.00
Total fees			42.50	23,370.00

ksv advisory inc.
220 Bay Street, Suite 1300
Toronto, Ontario, M5J 2W4
T +1 416 932 6262
F +1 416 932 6266

ksvadvisory.com

INVOICE

Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.
100 Boul. Alexis-Nihon Suite 600
Montreal, QC H4M 2P2
Canada

June 8, 2023

Invoice No: 3154
HST #: 818808768RT0001

Re: Paladin Labs Canadian Holding Inc. and Paladin Labs Inc. (jointly, the "Canadian Debtors")

For professional services rendered for the month ending May 2023 by KSV Restructuring Inc. ("KSV") in its capacity as Court-appointed Information Officer of the Canadian Debtors, including:

- Corresponding throughout the period with Goodmans LLP ("Goodmans"), Canadian counsel to the Canadian Debtors and its US parent and certain affiliates (collectively, the "Chapter 11 Debtors"), and Bennett Jones LLP ("Bennett Jones"), counsel to the Information Officer, regarding the proceedings commenced by the Chapter 11 Debtors pursuant to chapter 11 of title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "US Court") (the "Chapter 11 Proceedings");
- Monitoring the case management website maintained by Kroll Restructuring Administration LLC in respect of materials filed in the Chapter 11 Proceedings (the "US Case Website") and reviewing certain information related to the Canadian Debtors;
- Corresponding with Bennett Jones regarding materials posted on the US Case Website;
- Reviewing the draft protocol regarding the Canadian Document Production;
- Attending a call dated May 25, 2023 with Goodmans and Bennett Jones regarding the Canadian Document Production;
- Corresponding with creditors of the Canadian Debtors;

- Maintaining the Information Officer's case website; and
- To all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements	CAD$	6,887.52
HST		895.38
Total due	CAD$	7,782.90

KSV Restructuring Inc.

Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.

Time Summary

For the Month Ending May 31, 2023

Personnel	Rate ($)	Hours	Amount ($)
Noah Goldstein	700	6.50	4,550.00
Jordan Wong	525	1.00	525.00
Nisan Thurairatnam	425	4.25	1,806.25
Total fees		11.75	6,881.25
Out-of-pocket disbursements (telephone)			6.27
Total fees and disbursements			6,887.52

ksv advisory inc.
220 Bay Street, Suite 1300
Toronto, Ontario, M5J 2W4
T +1 416 932 6262
F +1 416 932 6266

ksvadvisory.com

INVOICE

Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.
100 Boul. Alexis-Nihon Suite 600
Montreal, QC H4M 2P2
Canada

July 20, 2023

Invoice No: 3204
HST #: 818808768RT0001

Re: Paladin Labs Canadian Holding Inc. and Paladin Labs Inc. (jointly, the "Canadian Debtors")

For professional services rendered for the month of June 2023 by KSV Restructuring Inc. ("KSV") in its capacity as Court-appointed Information Officer of the Canadian Debtors, including:

- Corresponding throughout the period with Goodmans LLP ("Goodmans"), Canadian counsel to the Canadian Debtors and its US parent and certain affiliates (collectively, the "Chapter 11 Debtors"), and Bennett Jones LLP ("Bennett Jones"), counsel to the Information Officer, regarding the proceedings commenced by the Chapter 11 Debtors pursuant to chapter 11 of title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "US Court") (the "Chapter 11 Proceedings");
- Monitoring the case management website maintained by Kroll Restructuring Administration LLC in respect of materials filed in the Chapter 11 Proceedings (the "US Case Website") and reviewing certain information related to the Canadian Debtors;
- Corresponding with Bennett Jones regarding materials posted on the US Case Website;
- Reviewing correspondence regarding the draft protocol regarding Canadian document production;
- Attending the virtual omnibus hearing on June 22, 2023 in the Chapter 11 Proceedings;
- Attending a call on June 23, 2023 with Thornton Grout Finnigan LLP, class action counsel;

- Attending a call on June 27, 2023 with Fishman Flanz Meland Paquin LLP ("Fishman"), counsel to Jean-François Bourassa, the putative class plaintiff in a class action instituted in May 2019 against Paladin Labs Inc.;
- Corresponding with Bennett Jones [redacted]
- Attending a call on June 29, 2023 with Fishman, and Bennett Jones and reviewing materials in advance of the call;
- Corresponding with creditors of the Canadian Debtors;
- Maintaining the Information Officer's case website; and
- To all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements	CAD$	11,577.50
HST		1,505.08
Total due	CAD$	13,082.58

KSV Restructuring Inc.

Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.

Time Summary

For the Month Ending June 30, 2023

Personnel	Rate ($)	Hours	Amount ($)
Noah Goldstein	700	9.20	6,440.00
Jordan Wong	525	3.50	1,837.50
Nisan Thurairatnam	425	7.50	3,187.50
Other Staff and administration	150 - 225	0.50	112.50
Total fees		20.70	11,577.50
Out-of-pocket disbursements			-
Total fees and disbursements			11,577.50

ksv advisory inc.
220 Bay Street, Suite 1300
Toronto, Ontario, M5J 2W4
T +1 416 932 6262
F +1 416 932 6266

ksvadvisory.com

INVOICE

Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.
100 Boul. Alexis-Nihon Suite 600
Montreal, QC H4M 2P2
Canada

September 25, 2023

Invoice No: 3290
HST #: 818808768RT0001

Re: Paladin Labs Canadian Holding Inc. and Paladin Labs Inc. (jointly, the "Canadian Debtors")

For professional services rendered for the month ending July 2023 by KSV Restructuring Inc. ("KSV") in its capacity as Court-appointed Information Officer of the Canadian Debtors, including:

- Corresponding throughout the period with Goodmans LLP ("Goodmans"), Canadian counsel to the Canadian Debtors and its US parent and certain affiliates (collectively, the "Chapter 11 Debtors"), and Bennett Jones LLP ("Bennett Jones"), counsel to the Information Officer, regarding the proceedings commenced by the Chapter 11 Debtors pursuant to chapter 11 of title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "US Court") (the "Chapter 11 Proceedings");
- Monitoring the case management website maintained by Kroll Restructuring Administration LLC in respect of materials filed in the Chapter 11 Proceedings (the "US Case Website") and reviewing certain information related to the Canadian Debtors;
- Corresponding with Bennett Jones regarding materials posted on the US Case Website;
- Reviewing the Notice of Filing of Proposed Order, dated July 7, 2023;
- Reviewing the Notice of Filing of Exhibits to The Proposed Order, dated July 7, 2023;
- Attending a US court hearing virtually on July 20, 2023;

- Reviewing the summary of objections to the purchase and sale agreement;
- Corresponding with creditors of the Canadian Debtors;
- Maintaining the Information Officer's case website; and
- To all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements	CAD$	16.036.50
HST		2,084.75
Total due	CAD$	18,121.25

KSV Restructuring Inc.

Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.

Time Summary

For the Month Ending July 31, 2023

Personnel	Rate ($)	Hours	Amount ($)
Noah Goldstein	700	6.50	4,550.00
Jordan Wong	525	3.00	1,575.00
Nisan Thurairatnam	425	9.50	4,037.50
Other Staff and administration	150 - 200	39.10	5,874.00
Total fees		58.10	16,036.50
Out-of-pocket disbursements			-
Total fees and disbursements			16,036.50

ksv advisory inc.
220 Bay Street, Suite 1300
Toronto, Ontario, M5J 2W4
T +1 416 932 6262
F +1 416 932 6266

ksvadvisory.com

INVOICE

Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.
100 Boul. Alexis-Nihon Suite 600
Montreal, QC H4M 2P2
Canada

September 26, 2023

Invoice No: 3291
HST #: 818808768RT0001

Re: Paladin Labs Canadian Holding Inc. and Paladin Labs Inc. (jointly, the "Canadian Debtors")

For professional services rendered for the month ending August 2023 by KSV Restructuring Inc. ("KSV") in its capacity as Court-appointed Information Officer of the Canadian Debtors, including:

- Corresponding throughout the period with Goodmans LLP ("Goodmans"), Canadian counsel to the Canadian Debtors and its US parent and certain affiliates (collectively, the "Chapter 11 Debtors"), and Bennett Jones LLP ("Bennett Jones"), counsel to the Information Officer, regarding the proceedings commenced by the Chapter 11 Debtors pursuant to chapter 11 of title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "US Court") (the "Chapter 11 Proceedings");
- Monitoring the case management website maintained by Kroll Restructuring Administration LLC in respect of materials filed in the Chapter 11 Proceedings (the "US Case Website") and reviewing certain information related to the Canadian Debtors;
- Corresponding with Bennett Jones regarding materials posted on the US Case Website;
- Reviewing the Notice of Filing of Proposed Order, dated August 11, 2023;
- Reviewing the summary of objections to the Proposed Sale Order;
- Corresponding with creditors of the Canadian Debtors;
- Maintaining the Information Officer's case website; and

- To all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements	CAD$	17,475.25
HST		2,271.78
Total due	CAD$	19,747.03

KSV Restructuring Inc.

Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.

Time Summary

For the Month Ending August 31, 2023

Personnel	Rate ($)	Hours	Amount ($)
Noah Goldstein	700	9.30	6,510.00
Nisan Thurairatnam	425	3.83	1,627.75
Other Staff and administration	150 - 200	62.25	9,337.50
Total fees		75.38	17,475.25
Out-of-pocket disbursements			-
Total fees and disbursements			17,475.25

ksv advisory inc.
220 Bay Street, Suite 1300
Toronto, Ontario, M5J 2W4
T +1 416 932 6262
F +1 416 932 6266

ksvadvisory.com

INVOICE

Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.
100 Boul. Alexis-Nihon Suite 600
Montreal, QC H4M 2P2
Canada

October 13, 2023

Invoice No: 3306
HST #: 818808768RT0001

Re: Paladin Labs Canadian Holding Inc. and Paladin Labs Inc. (jointly, the "Canadian Debtors")

For professional services rendered for the month ending September 2023 by KSV Restructuring Inc. ("KSV") in its capacity as Court-appointed Information Officer of the Canadian Debtors, including:

- Corresponding throughout the period with Goodmans LLP ("Goodmans"), Canadian counsel to the Canadian Debtors and its US parent and certain affiliates (collectively, the "Chapter 11 Debtors"), and Bennett Jones LLP ("Bennett Jones"), counsel to the Information Officer, regarding the proceedings commenced by the Chapter 11 Debtors pursuant to chapter 11 of title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "US Court") (the "Chapter 11 Proceedings");

- Monitoring the case management website maintained by Kroll Restructuring Administration LLC in respect of materials filed in the Chapter 11 Proceedings (the "US Case Website") and reviewing certain information related to the Canadian Debtors;

- Corresponding with Bennett Jones regarding materials posted on the US Case Website;

- Corresponding with creditors of the Canadian Debtors;

- Maintaining the Information Officer's case website; and

- To all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements	CAD$	6,942.50
HST		902.53
Total due	CAD$	7,845.03

KSV Restructuring Inc.

Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.

Time Summary

For the Month Ending September 30, 2023

Personnel	Rate ($)	Hours	Amount ($)
Noah Goldstein	700	8.40	5,880.00
Nisan Thurairatnam	425	2.50	1,062.50
Total fees		10.90	6,942.50
Out-of-pocket disbursements			-
Total fees and disbursements			6,942.50

ksv advisory inc.
220 Bay Street, Suite 1300
Toronto, Ontario, M5J 2W4
T +1 416 932 6262
F +1 416 932 6266

ksvadvisory.com

INVOICE

Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.
100 Boul. Alexis-Nihon Suite 600
Montreal, QC H4M 2P2
Canada

November 15, 2023

Invoice No: 3357
HST #: 818808768RT0001

Re: Paladin Labs Canadian Holding Inc. and Paladin Labs Inc. (jointly, the "Canadian Debtors")

For professional services rendered for the month ending October 2023 by KSV Restructuring Inc. ("KSV") in its capacity as Court-appointed Information Officer of the Canadian Debtors, including:

- Corresponding throughout the period with Goodmans LLP ("Goodmans"), Canadian counsel to the Canadian Debtors and its US parent and certain affiliates (collectively, the "Chapter 11 Debtors"), and Bennett Jones LLP ("Bennett Jones"), counsel to the Information Officer, regarding the proceedings commenced by the Chapter 11 Debtors pursuant to chapter 11 of title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "US Court") (the "Chapter 11 Proceedings");

- Monitoring the case management website maintained by Kroll Restructuring Administration LLC in respect of materials filed in the Chapter 11 Proceedings (the "US Case Website") and reviewing certain information related to the Canadian Debtors;

- Corresponding with Bennett Jones regarding materials posted on the US Case Website;

- Attending a call on October 23, 2023 with Fishman Flanz Meland Paquin LLP ("Fishman"), counsel to Jean-François Bourassa, the putative class plaintiff in a class action instituted in May 2019 against Paladin Labs Inc.;

- Corresponding with Bennett Jones regarding [redacted]

- Corresponding with creditors of the Canadian Debtors;

- Maintaining the Information Officer's case website; and
- To all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements	CAD$	10,980.00
HST		1,427.40
Total due	CAD$	12,407.40

KSV Restructuring Inc.
Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.
Time Summary
For the Month Ending October 31, 2023

Personnel	Rate ($)	Hours	Amount ($)
Noah Goldstein	700	11.90	8,330.00
Jordan Wong	525	1.00	525.00
Nisan Thurairatnam	425	5.00	2,125.00
Total fees		17.90	10,980.00
Out-of-pocket disbursements			-
Total fees and disbursements			10,980.00

ksv advisory inc.
220 Bay Street, Suite 1300
Toronto, Ontario, M5J 2W4
T +1 416 932 6262
F +1 416 932 6266

ksvadvisory.com

INVOICE

Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.
100 Boul. Alexis-Nihon Suite 600
Montreal, QC H4M 2P2
Canada

December 18, 2023

Invoice No: 3419
HST #: 818808768RT0001

Re: Paladin Labs Canadian Holding Inc. and Paladin Labs Inc. (jointly, the "Canadian Debtors")

For professional services rendered for the month ending November 2023 by KSV Restructuring Inc. ("KSV") in its capacity as Court-appointed Information Officer of the Canadian Debtors, including:

- Corresponding throughout the period with Goodmans LLP ("Goodmans"), Canadian counsel to the Canadian Debtors and its US parent and certain affiliates (collectively, the "Chapter 11 Debtors"), and Bennett Jones LLP ("Bennett Jones"), counsel to the Information Officer, regarding the proceedings commenced by the Chapter 11 Debtors pursuant to chapter 11 of title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "US Court") (the "Chapter 11 Proceedings");
- Monitoring the case management website maintained by Kroll Restructuring Administration LLC in respect of materials filed in the Chapter 11 Proceedings (the "US Case Website") and reviewing certain information related to the Canadian Debtors;
- Corresponding with Bennett Jones regarding materials posted on the US Case Website;
- Preparing the Fourth Report of the Information Officer dated November 29, 2023 (the "Fourth Report");
- Reviewing the factum of the Quebec Opioid Class Action Plaintiff dated November 17, 2023;
- Reviewing the supplemental affidavit of Fishman Flanz Meland Paquin LLP dated November 17, 2023;

- Corresponding with Bennett Jones regarding the Fourth Report;
- Corresponding with creditors of the Canadian Debtors;
- Maintaining the Information Officer's case website; and
- To all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements	CAD$	34,103.75
HST		4,433.49
Total due	CAD$	38,537.24

KSV Restructuring Inc.

Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.

Time Summary

For the Month Ending November 30, 2023

Personnel	Rate ($)	Hours	Amount ($)
Noah Goldstein	700	36.40	25,480.00
Jordan Wong	525	11.50	6,037.50
Nisan Thurairatnam	425	5.00	2,125.00
Other Staff and administration	150 - 200	2.25	461.25
Total fees		55.15	34,103.75
Out-of-pocket disbursements			-
Total fees and disbursements			34,103.75

ksv advisory inc.
220 Bay Street, Suite 1300
Toronto, Ontario, M5J 2W4
T +1 416 932 6262
F +1 416 932 6266

ksvadvisory.com

INVOICE

Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.
100 Boul. Alexis-Nihon Suite 600
Montreal, QC H4M 2P2
Canada

January 11, 2024

Invoice No: 3431
HST #: 818808768RT0001

Re: Paladin Labs Canadian Holding Inc. and Paladin Labs Inc. (jointly, the "Canadian Debtors")

For professional services rendered for the month ending December 2023 by KSV Restructuring Inc. ("KSV") in its capacity as Court-appointed Information Officer of the Canadian Debtors, including:

- Corresponding throughout the period with Goodmans LLP ("Goodmans"), Canadian counsel to the Canadian Debtors and its US parent and certain affiliates (collectively, the "Chapter 11 Debtors"), and Bennett Jones LLP ("Bennett Jones"), counsel to the Information Officer, regarding the proceedings commenced by the Chapter 11 Debtors pursuant to chapter 11 of title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "US Court") (the "Chapter 11 Proceedings");
- Monitoring the case management website maintained by Kroll Restructuring Administration LLC in respect of materials filed in the Chapter 11 Proceedings (the "US Case Website") and reviewing certain information related to the Canadian Debtors;
- Corresponding with Bennett Jones regarding materials posted on the US Case Website;
- Attending the Ontario Superior Court of Justice (Commercial List), virtually, on December 4, 2023;
- Corresponding with creditors of the Canadian Debtors;
- Maintaining the Information Officer's case website; and
- To all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements	CAD$	14,143.75
HST		1,838.69
Total due	CAD$	15,982.44

KSV Restructuring Inc.
Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.
Time Summary
For the Month Ending December 31, 2023

Personnel	Rate ($)	Hours	Amount ($)
Noah Goldstein	700	10.50	7,350.00
Jordan Wong	525	5.25	2,756.25
Nisan Thurairatnam	425	9.50	4,037.50
Total fees		25.25	14,143.75
Out-of-pocket disbursements			-
Total fees and disbursements			14,143.75

ksv advisory inc.
220 Bay Street, Suite 1300
Toronto, Ontario, M5J 2W4
T +1 416 932 6262
F +1 416 932 6266

ksvadvisory.com

INVOICE

Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.
100 Boul. Alexis-Nihon Suite 600
Montreal, QC H4M 2P2
Canada

April 11, 2024

Invoice No: 3622
HST #: 818808768RT0001

Re: Paladin Labs Canadian Holding Inc. and Paladin Labs Inc. (jointly, the "Canadian Debtors")

For professional services rendered for the period January 1 to March 31, 2024 by KSV Restructuring Inc. ("KSV") in its capacity as Court-appointed Information Officer of the Canadian Debtors, including:

- Corresponding throughout the period with Goodmans LLP ("Goodmans"), Canadian counsel to the Canadian Debtors and its US parent and certain affiliates (collectively, the "Chapter 11 Debtors"), and Bennett Jones LLP ("Bennett Jones"), counsel to the Information Officer, regarding the proceedings commenced by the Chapter 11 Debtors pursuant to chapter 11 of title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "US Court") (the "Chapter 11 Proceedings") including dealing with the objection filed in the US Court by Fishman Flanz Meland Paquin LLP as proposed counsel to the Canadian Personal Injury Claimants;
- Monitoring the case management website maintained by Kroll Restructuring Administration LLC in respect of materials filed in the Chapter 11 Proceedings (the "US Case Website") and reviewing certain information related to the Canadian Debtors;
- Corresponding with Bennett Jones regarding materials posted on the US Case Website;
- Reviewing the endorsement of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated January 17, 2024;
- Attending a US court hearing virtually on January 9, 2024;
- Preparing the Fifth Report of the Information Officer dated January 22, 2024 (the "Fifth Report");
- Corresponding with Bennett Jones regarding the Fifth Report;
- Reviewing Paladin Labs Inc.'s factum and motion record dated January 18, 2024 and January 19, 2024, respectively;

- Attending the Court hearing, virtually, on January 24, 2024;
- Reviewing the Court's order and endorsement dated January 25, 2024 and January 26, 2024, respectively;
- Attending a US court hearing virtually on March 19, 2024;
- Reviewing the Plan, PSA, the Confirmation Order and other ancillary documents filed in connection therewith;
- Corresponding with creditors of the Canadian Debtors;
- Maintaining the Information Officer's case website; and
- To all other meetings, correspondence, etc. pertaining to this matter.

Total fees and disbursements	CAD$	47,165.00
HST		6,131.45
Total due	CAD$	53,296.45

KSV Restructuring Inc.

Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.

Time Summary

For the Period January 1, 2024 to March 31, 2024

Personnel	Rate ($)	Hours	Amount ($)
Noah Goldstein	750	27.00	20,250.00
Jordan Wong	550	14.75	8,112.50
Nisan Thurairatnam	475	28.50	13,537.50
Other Staff and administration	225 - 450	12.70	5,265.00
Total fees		82.95	47,165.00
Out-of-pocket disbursements			-
Total fees and disbursements			47,165.00

THIS IS EXHIBIT “B” REFERRED TO IN THE
AFFIDAVIT OF NOAH GOLDSTEIN
SWORN BEFORE ME THIS 11th DAY OF APRIL, 2024

Catherine Anne Stuyck-Theriault, a Commissioner, etc.,
Province of Ontario for KSV Advisory Inc. and KSV Restructuring Inc.
Expires February 19, 2025

Paladin Labs Canadian Holding Inc. and Paladin Labs Inc. Exhibit "B"

Schedule of Professionals' Time and Rates

Exhibit to the Affidavit of Noah Goldstein

April 1, 2023 to March 31, 2024

Personnel	Title	Duties	Hours	Billing Rate (per hour)	Amount $
Noah Goldstein	Managing Director	Overall responsibility	142.20	700-750	100,890.00
Jordan Wong	Director	All aspects of mandate	54.25	525-550	28,850.00
Nisan Thurairatnam	Manager	All aspects of mandate	84.33	425-475	37,265.25
Other staff and administrative			119.80	150-450	21,670.25
Total fees					188,675.50
Total hours					400.58
Average hourly rate					$ 471.01

Appendix “I”

Court File No.: CV-22-00685631-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF PALADIN LABS CANADIAN HOLDING INC. AND PALADIN LABS INC.

APPLICATION OF PALADIN LABS INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

FEE AFFIDAVIT
(Sworn April 11, 2024)

I, Joshua Foster, of the City of Oakville, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS**:

1. I am an associate at the law firm of Bennett Jones LLP ("**Bennett Jones**"), counsel for KSV Restructuring Inc., in its capacity as the Court-appointed Information Officer in the above-noted proceeding (in such capacity, the "**Information Officer**"). As such, I have personal knowledge of the matters to which I hereinafter depose in this affidavit. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all cases, believe it to be true.

2. Attached hereto as **Exhibit "A"** are copies of the Statements of Account rendered by Bennett Jones in connection with its role as counsel to the Information Officer for the period between April 1, 2023 and March 31, 2024. These Statements of Account have been redacted to

address matters of confidentiality or privilege. Nothing in this affidavit or its exhibits is intended to constitute a waiver of any applicable privilege.

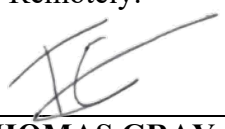
3. Attached hereto as **Exhibit "B"** is a table summarizing the aforementioned Statements of Account for the fees and disbursements incurred by Bennett Jones in connection with these proceedings for the period between April 1, 2023 and March 31, 2024.

4. Attached hereto as **Exhibit "C"** is a table detailing, among other things, the hourly rates and the time expended by the various professionals at Bennett Jones who have worked on this matter for the period between April 1, 2023 and March 31, 2024.

5. The total legal fees (exclusive of disbursements and general and harmonized sales taxes) billed by Bennett Jones for the aforementioned accounts to March 31, 2024, in connection with its role as counsel to the Information Officer, are $454,065.00. To the best of my knowledge, the rates charged by Bennett Jones are comparable to the rates charged for the provision of services of a similar nature and complexity by other large legal firms in the Toronto market.

6. This Affidavit is made in support of approval of the fees and disbursements of Bennett Jones as counsel to the Information Officer, and for no other or improper purpose.

SWORN REMOTELY by Joshua Foster stated as being located in the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on April 11th, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



THOMAS GRAY
Commissioner for Taking Affidavits
(or as may be)

Joshua Foster
JOSHUA FOSTER

THIS IS **EXHIBIT "A"** REFERRED TO IN
THE AFFIDAVIT OF JOSHUA FOSTER,
SWORN BEFORE ME THIS 11TH DAY OF APRIL, 2024.

THOMAS GRAY
A Commissioner for taking Affidavits
(or as may be)

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: May 3, 2023
Invoice: 1511468

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	$	29,694.00
Total Due before Tax	$	29,694.00
GST/HST	$	3,860.22
Total Due in CAD	$	**33,554.22**

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757

Date	Name	Description	Hours
03/04/23	Sean Zweig	Reviewing Orders granted in U.S. proceeding; Correspondence regarding recognition hearing scheduling	0.60
06/04/23	Joshua Foster	Reviewing docket for material updates	0.10
10/04/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Preparing summary of same; Corresponding with S. Zweig and KSV regarding same	3.00
10/04/23	Sean Zweig	Reviewing J. Foster's update email, including various filings in the Chapter 11 proceedings; Considering same	2.40
11/04/23	Joshua Foster	Reviewing docket for material updates	0.10
12/04/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates	0.30
13/04/23	Joshua Foster	Reviewing and providing comments on draft Fourth Supplemental Order and Affidavit in support of same; Reviewing various Orders and motion materials from the Chapter 11 Cases in connection with same; Corresponding with S. Zweig regarding draft Fourth Supplemental Order and Affidavit in support of same; Corresponding with KSV regarding draft materials	3.50
13/04/23	Sean Zweig	Reviewing and commenting on draft Affidavit and Order; Discussing same with each of J. Foster and N. Goldstein	2.20
14/04/23	Thomas Gray	Update call from J. Foster and preliminary review of materials	0.40
14/04/23	Joshua Foster	Updating draft Fourth Supplemental Order to incorporate fee and activity approval; Corresponding with N. Goldstein regarding same; Corresponding with counsel to the Applicant regarding draft Affidavit and Fourth Supplemental Order; Participating in call with T. Gray regarding Fee Affidavit to be prepared and potential additional steps required to be completed; Drafting template Fee Affidavit	1.60
14/04/23	Sean Zweig	Correspondence with each of N. Goldstein and B. Wiffen regarding upcoming motion	0.40
15/04/23	Sean Zweig	Reviewing email from N. Renner; Correspondence regarding same	0.30

Date	Name	Description	Hours
16/04/23	Thomas Gray	Reviewing recent materials filed with Court and draft materials	2.40
17/04/23	Thomas Gray	Internal emails regarding fee affidavit; Reviewing draft affidavit and beginning to review invoices for privilege	0.60
17/04/23	Sean Zweig	Call with N. Renner and M. Patterson; Follow-up discussion with N. Goldstein; Email to Goodmans regarding same; Discussing fee affidavit issue; Call with J. Blinick regarding [redacted]	1.20
17/04/23	Joseph Blinick	Discussions with S. Zweig regarding matter and next steps on same; Follow-up correspondence relating to same	0.40
18/04/23	Thomas Gray	Reviewing docket for material updates; Discussing file with S. Zweig	0.20
18/04/23	Sean Zweig	Reviewing Foreign Representative's Motion Record served	0.60
19/04/23	Thomas Gray	Emails and discussions regarding file; Reviewing invoices for privilege	0.80
19/04/23	Sean Zweig	Reviewing and commenting on draft Third Report; Emails in connection with same; Reviewing revised draft of Third Report	3.00
20/04/23	Thomas Gray	Reviewing invoices; Finalizing fee affidavit; Serving, filing, uploading materials to CaseLines; Attending U.S. hearing; Reviewing and commenting on draft Third Report	5.90
20/04/23	Sean Zweig	Reviewing Goodmans' comments on Third Report and discussing same; Attending at hearing; Working on finalizing Third Report, and discussing same with T. Gray; Reviewing factum served; Reviewing final Third Report served	3.00
21/04/23	Sean Zweig	Correspondence with B. Wiffen	0.10
24/04/23	Sean Zweig	Emails and call with M. Patterson and Goodmans; Call with B. Wiffen; Various correspondence regarding upcoming hearing; Preparing for hearing	2.30
25/04/23	Sean Zweig	Attending at hearing; Follow-up discussions regarding same	1.00

Date	Name	Description	Hours
28/04/23	Sean Zweig	Reviewing Order and Endorsement granted	0.20
30/04/23	Sean Zweig	Correspondence with N. Goldstein	0.20

Total Hours		36.80
Total Professional Services	$	29,694.00

Name	Hours		Rate
Sean Zweig	17.50	$	1,035.00
Joseph Blinick	0.40	$	860.00
Joshua Foster	8.60	$	630.00
Thomas Gray	10.30	$	565.00

GST/HST	$	3,860.22
TOTAL DUE	$	33,554.22

Bennett Jones

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: May 3, 2023
Invoice: 1511468

Remittance Statement

Professional Services	$	29,694.00
Total Due before Tax	$	29,694.00
GST/HST	$	3,860.22
Total Due in CAD	**$**	**33,554.22**

[redacted]

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: June 5, 2023
Invoice: 1516328

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	$	50,220.00
Total Due before Tax	$	50,220.00
GST/HST	$	6,528.60
Total Due in CAD	$	**56,748.60**

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757

Date	Name	Description	Hours
01/05/23	Joshua Foster	Participating in call with S. Zweig regarding [redacted] Reviewing docket and documents filed thereon for material updates	0.80
01/05/23	Sean Zweig	Preparing for and attending call with J. Foster	0.50
03/05/23	Joshua Foster	Reviewing docket for material updates	0.10
04/05/23	Joshua Foster	Reviewing docket for material updates	0.10
05/05/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Beginning to conduct [redacted]	3.10
07/05/23	Joshua Foster	Reviewing docket for material updates	0.10
08/05/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates	0.40
09/05/23	Joshua Foster	Reviewing correspondence related to potential document disclosure protocol; Corresponding internally regarding same; Reviewing docket and documents filed thereon for material updates	0.50
09/05/23	Sean Zweig	Call with N. Renner; Preliminary review of draft [redacted]	0.90
09/05/23	Joseph Blinick	Reviewing and considering file materials; Internal correspondence regarding [redacted] and next steps with respect to same; Correspondence with Davies regarding same; Reviewing and considering [redacted] Generally engaged in matter	3.20
10/05/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Considering issues arising in connection with [redacted]	0.70
10/05/23	Sean Zweig	Reviewing comments from J. Blinick on [redacted] and considering same	0.20
10/05/23	Joseph Blinick	Reviewing and considering [redacted]; Revising and commenting on same; Internal correspondence regarding same and next steps; Generally engaged in matter	2.70
11/05/23	Joshua Foster	Reviewing comments received from J. Blinick on draft [redacted]; Providing	5.40

Date	Name	Description	Hours
		comments on same; Participating in call with S. Zweig and J. Blinick regarding [redacted]; Incorporating additional revisions to [redacted] Corresponding with N. Goldstein and J. Wong regarding [redacted]; Reviewing docket and documents filed thereon for material updates	
11/05/23	Sean Zweig	Reviewing J. Foster's comments on [redacted]; Internal discussion regarding [redacted] Reviewing and commenting on revised draft of same	1.30
11/05/23	Joseph Blinick	Reviewing and considering additional internal comments on [redacted]; Internal meeting to discuss same and next steps; Follow-up internal correspondence regarding same; Reviewing and considering updated [redacted]; Commenting on same; Further internal correspondence regarding same; Reviewing correspondence [redacted]; Generally engaged in matter	1.40
12/05/23	Joshua Foster	Corresponding with N. Renner regarding [redacted]; Preparing for and participating in call with S. Zweig, J. Blinick, N. Renner and A. Burke regarding [redacted] and next steps related to same; Providing [redacted] to N. Renner and A. Burke; Reviewing docket and documents filed thereon for material updates; Continuing to [redacted]	3.90
12/05/23	Sean Zweig	Preparing for and attending call with Davies regarding [redacted]; Updating N. Goldstein	0.90
12/05/23	Joseph Blinick	Preparing for upcoming meeting with Davies regarding [redacted]; Internal correspondence and discussions in advance of same; Meeting with Davies to discuss [redacted] and next steps with respect to same; Follow-up internal correspondence relating to same; Reviewing follow-up correspondence to and from Davies regarding same; Generally engaged in matter	1.00
15/05/23	Joshua Foster	Reviewing docket and documents filed thereon for	0.50

Date	Name	Description	Hours
		material updates	
15/05/23	Sean Zweig	Correspondence with creditor and Information Officer	0.20
16/05/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Corresponding with N. Renner regarding [redacted]; Corresponding with S. Zweig regarding [redacted]	0.30
16/05/23	Joseph Blinick	Reviewing correspondence from J. Foster to Davies enclosing [redacted]; Reviewing correspondence from Davies enclosing [redacted]; Reviewing and considering [redacted] Internal correspondence regarding same; Reviewing correspondence [redacted]; Generally engaged in matter	0.60
16/05/23	Sean Zweig	Reviewing revised [redacted], and correspondence regarding same	0.30
17/05/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Corresponding with J. Wong; Reviewing and providing comments on revised [redacted]; Corresponding with S. Zweig and J. Blinick regarding same	1.30
17/05/23	Joseph Blinick	Reviewing correspondence with Davies regarding next steps with respect to [redacted]; Internal correspondence regarding same; Reviewing correspondence with Goodmans regarding same	0.20
17/05/23	Sean Zweig	Various correspondence with each of Davies and Goodmans; Reviewing J. Foster's comments on [redacted]	0.40
18/05/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates	0.10
19/05/23	Joseph Blinick	Correspondence with Davies and Goodmans	0.20
21/05/23	Joshua Foster	Reviewing docket for material updates	0.10
22/05/23	Joshua Foster	Reviewing docket for material updates	0.10
22/05/23	Sean Zweig	Various correspondence regarding [redacted]	0.20

Date	Name	Description	Hours
22/05/23	Joseph Blinick	Internal correspondence regarding next steps on matter; Reviewing correspondence with Davies and Goodmans regarding same	0.20
23/05/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Meeting with S. Kirkman to discuss research to be conducted; Continuing to [redacted]	2.20
23/05/23	Shawn Kirkman	Meeting with J. Foster	0.30
24/05/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Continuing to [redacted]; Beginning to [redacted] in connection with same	2.40
25/05/23	Joshua Foster	Participating in call with S. Zweig, J. Blinick, N. Goldstein, Canadian and U.S. counsel to the Applicant and various counsel to defendants in multi-party litigation to discuss potential document preservation protocol; Reviewing docket and documents filed thereon for material updates; Beginning to [redacted]	2.20
25/05/23	Sean Zweig	Call regarding litigation document protocol; Multiple follow-up discussions regarding same and next steps	1.80
25/05/23	Joseph Blinick	Preparing for upcoming meeting with Davies, Osler and debtors' counsel regarding document protocol and related issues; Attending meeting; Follow-up internal discussions regarding same and next steps; Generally engaged in matter	0.80
26/05/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Conducting comprehensive research concerning [redacted]	5.50
27/05/23	Sean Zweig	Reviewing email from N. Renner regarding document disclosure	0.20
28/05/23	Joshua Foster	Continuing to conduct research regarding the [redacted]	1.10

Date	Name	Description	Hours
29/05/23	Joshua Foster	Continuing to conduct research regarding [redacted]	2.00
30/05/23	Joshua Foster	Continuing to conduct comprehensive research concerning [redacted]	4.30
31/05/23	Joshua Foster	Finalizing comprehensive research regarding [redacted]; Corresponding with S. Zweig regarding same; Reviewing docket and documents filed thereon for material updates	8.60
31/05/23	Shawn Kirkman	Researching issue in connection with [redacted]	5.50
31/05/23	Joseph Blinick	Internal correspondence regarding [redacted]; Reviewing and considering research [redacted]	0.90
31/05/23	Sean Zweig	Reviewing and considering [redacted]	2.70

Total Hours		72.40
Total Professional Services	$	50,220.00

Name	Hours		Rate
Sean Zweig	9.60	$	1,035.00
Joseph Blinick	11.20	$	860.00
Joshua Foster	45.80	$	630.00
Shawn Kirkman	5.80	$	310.00

GST/HST	$	6,528.60
TOTAL DUE	$	56,748.60

Bennett Jones

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: June 5, 2023
Invoice: 1516328

Remittance Statement

Professional Services	$	50,220.00
Total Due before Tax	$	50,220.00
GST/HST	$	6,528.60
Total Due in CAD	**$**	**56,748.60**

[redacted]

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: July 7, 2023
Invoice: 1521079

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	$	35,953.00
Other Charges	$	3,322.75
Total Due before Tax	$	39,275.75
GST/HST	$	5,105.85
Total Due in CAD	$	**44,381.60**

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757

Date	Name	Description	Hours
01/06/23	Joshua Foster	Participating in call with S. Zweig, counsel to the Applicant, counsel to various class action defendants, counsel to the first lien group, and counsel to the U.S. debtors regarding proposed document retention and production protocol; Reviewing docket and documents filed thereon for material updates	2.10
01/06/23	Sean Zweig	Preparing for and attending call regarding litigation document protocol; Follow-up discussions regarding same	0.70
01/06/23	Joseph Blinick	Preparing for and attending all-counsel call regarding document protocol and path forward with respect to same	0.50
02/06/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates	0.80
02/06/23	Shawn Kirkman	Conducting research in connection with [redacted]	5.50
04/06/23	Joshua Foster	Reviewing docket	0.10
04/06/23	Shawn Kirkman	Conducting further research regarding [redacted]	10.30
05/06/23	Joshua Foster	Reviewing docket for material updates; Reviewing [redacted]	0.20
05/06/23	Shawn Kirkman	Finalizing [redacted]	0.30
06/06/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates	0.50
07/06/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Reviewing research concerning [redacted]; Beginning to conduct additional research regarding same	1.80
08/06/23	Joshua Foster	Reviewing docket for material updates	0.10
08/06/23	Sean Zweig	Correspondence with N. Renner	0.20
08/06/23	Joseph Blinick	Reviewing and considering correspondence from Davies enclosing update on status of discussions with Goodmans and Skadden with respect to Canadian document preservation, disclosure and production	0.10
09/06/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Continuing to conduct research regarding [redacted]	2.00

Date	Name	Description	Hours
12/06/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates	0.70
13/06/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Continuing to conduct detailed research regarding [redacted]	5.00
14/06/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Continuing to conduct research regarding [redacted]	2.10
15/06/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates	0.60
16/06/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates	0.30
16/06/23	Joseph Blinick	Reviewing and considering correspondence from R. Bernardo of Skadden setting out [redacted]	0.20
16/06/23	Sean Zweig	Reviewing and considering email from Skadden regarding [redacted]	0.10
19/06/23	Joshua Foster	Reviewing docket for material updates	0.10
20/06/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Preparing and sending update to S. Zweig and KSV regarding same; Reviewing various materials filed in the Chapter 11 proceedings in connection with [redacted]	1.30
20/06/23	Sean Zweig	Reviewing Statement/Notice from Chapter 11 Debtors regarding sale process, and considering impact of same	0.50
21/06/23	Joshua Foster	Reviewing docket and documents filed thereon; Preparing and sending summary of Notice of Agenda and motions to be heard at the Debtors' omnibus motion on June 22 to S. Zweig and KSV	1.30
21/06/23	Sean Zweig	Reviewing Notice of Agenda, and emails regarding same	0.30
22/06/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Participating in the Debtors' omnibus hearing; Discussing same with S. Zweig	1.20

Date	Name	Description	Hours
22/06/23	Sean Zweig	Attending Chapter 11 hearing; Discussion with J. Foster; Call and emails with N. Renner; Call with N. Goldstein	1.50
23/06/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Corresponding with S. Zweig and KSV regarding adjournment of the Debtors' sale approval hearing; Continuing to draft [redacted]	1.40
23/06/23	Sean Zweig	Reviewing email from A&M and considering same; Preparing for and attending call with G. Moffat	0.90
26/06/23	Joshua Foster	Discussing [redacted] with S. Zweig; Reviewing docket and documents filed thereon for material updates	0.30
26/06/23	Sean Zweig	Discussions with each of J. Foster and N. Goldstein; Emails with A&M	0.60
28/06/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Reviewing and responding to correspondence from counsel to certain Canadian class action claimants; Beginning to conduct [redacted]	2.50
28/06/23	Sean Zweig	Reviewing email from FFMP; Discussing same with J. Foster	0.40
29/06/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Reviewing various materials filed in the Chapter 11 proceedings to inform responses to inquiries raised by Canadian class counsel; Drafting [redacted]; Preparing for and participating in call with Canadian class counsel, S. Zweig and J. Wong regarding issues raised by Canadian class counsel; Corresponding with counsel to the Applicant regarding same	6.80
29/06/23	Sean Zweig	Preparing for and attending call with FFMP; Follow-up correspondence regarding same and considering same; Call with J. Blinick regarding document retention issue	2.20
29/06/23	Joseph Blinick	Correspondence with Davies regarding upcoming meeting; Attending meeting of counsel for interested parties regarding stipulation and issues	1.40

Date	Name	Description	Hours
		relating to document preservation/production; Internal discussions regarding same	
30/06/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Reviewing correspondence received from counsel to certain class action claimants	1.80
30/06/23	Sean Zweig	Reviewing letter from FFMP and considering same; Emails with Goodmans regarding same	0.60

Total Hours		59.30
Total Professional Services	$	35,953.00

Name	Hours		Rate
Sean Zweig	8.00	$	1,035.00
Joseph Blinick	2.20	$	860.00
Joshua Foster	33.00	$	630.00
Shawn Kirkman	16.10	$	310.00

Other Charges		Amount
Library Computer Search - WestlawNext Canada	$	3,322.75
Total Other Charges	$	3,322.75
GST/HST	$	5,105.85
TOTAL DUE	$	44,381.60

Bennett Jones

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: July 7, 2023
Invoice: 1521079

Remittance Statement

Professional Services	$	35,953.00
Other Charges	$	3,322.75
Total Due before Tax	$	39,275.75
GST/HST	$	5,105.85
Total Due in CAD	**$**	**44,381.60**

[redacted]

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: August 10, 2023
Invoice: 1527338

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	$	61,243.00
Disbursements	$	90.90
Other Charges	$	353.00
Total Due before Tax	$	61,686.90
GST/HST	$	8,019.30
Total Due in CAD	$	**69,706.20**

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757 QST number: 1230818653

Date	Name	Description	Hours
03/07/23	Joshua Foster	Reviewing docket for material updates	0.10
04/07/23	Joshua Foster	Reviewing docket for material updates; Continuing to draft [redacted]; Participating in call with KSV, S. Zweig and counsel to the Canadian Debtors regarding inquiries raised by counsel to certain class action claimants; Drafting and providing response to counsel to certain class action claimants; Corresponding with S. Zweig regarding same	1.60
04/07/23	Sean Zweig	Preparing for and attending call with Goodmans; Reviewing and revising draft response to FFMP	1.30
05/07/23	Joshua Foster	Reviewing docket for material updates; Reviewing and responding to correspondence received from counsel to certain class action claimants; Discussing same with S. Zweig; Continuing to conduct research regarding [redacted] Corresponding with counsel to the Applicant regarding various loan and security documents; Corresponding with S. Zweig regarding same	1.40
05/07/23	Sean Zweig	Considering and discussion with J. Foster regarding next steps in connection with Canadian security; Correspondence in connection with same; Reviewing emails with FFMP regarding proof of claim, and discussing same with J. Foster	1.40
06/07/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Continuing to conduct research and analysis concerning [redacted] Beginning to review subsidiary guarantee, note indenture and Canadian pledge and security agreements; Corresponding with D. Sorbara regarding same	2.70
06/07/23	Dom Sorbara	Corresponding with J. Foster regarding security review	0.30
06/07/23	Sean Zweig	Correspondence in connection with security review	0.30
07/07/23	Joshua Foster	Participating in call with D. Sorbara regarding loan and security documents to be reviewed; Corresponding with counsel to the Applicant regarding loan and security documents; Continuing to conduct research concerning [redacted]	6.90

Date	Name	Description	Hours
		[redacted]; Continuing to draft [redacted]; Reviewing docket and documents filed thereon for material updates	
07/07/23	Dom Sorbara	Discussing security review with J. Foster; Reviewing Canadian pledge and security agreement; Reviewing guarantee; Reviewing PPSA searches; Reviewing affidavit and first day declaration; Corresponding with J. Foster regarding Canadian pledge and security agreement and guarantee; Corresponding with O. D'Innocenzo regarding PPSA searches	2.80
07/07/23	Sean Zweig	Review of certain Canadian security documents; Correspondence with internal team regarding same	2.80
07/07/23	Olivia D'Innocenzo	Conducting Ontario and Quebec PPSA searches against Paladin Labs Inc. and Paladin Labs Canadian Holding Inc.	0.60
08/07/23	Joshua Foster	Continuing to conduct research regarding [redacted] Continuing to [redacted]	4.00
09/07/23	Joshua Foster	Continuing to conduct research regarding [redacted] Continuing to [redacted]	5.60
09/07/23	Dom Sorbara	Reviewing 2017 trust indenture; Reviewing 2019 trust indenture; Reviewing 2021 trust indenture; Reviewing amended and restated credit agreement; Reviewing confirmation agreements; Corresponding with J. Foster regarding additional documents	3.30
09/07/23	Sean Zweig	Reviewing emails from D. Sorbara in connection with security review, and considering same	1.20
10/07/23	Joshua Foster	Continuing to conduct research regarding [redacted] Continuing to [redacted]; Reviewing docket and documents filed thereon; Corresponding with S. Zweig, N. Goldstein and J. Wong regarding draft Sale Order and exhibits thereto	4.40
10/07/23	Sean Zweig	Reviewing update on Chapter 11 proceeding, including reviewing revised draft Order and	0.80

Date	Name	Description	Hours
		Exhibits	
10/07/23	Olivia D'Innocenzo	Reviewing Ontario and Quebec PPSA search results; Preparing summary reports and circulating same to D. Sorbara	1.00
11/07/23	Joshua Foster	Corresponding with counsel to certain class action claimants; Discussing same with S. Zweig; Corresponding with counsel to the Applicant regarding inquiries received	0.50
11/07/23	Sean Zweig	Reviewing letter from R. Chadwick to FFMP; Discussion with N. Goldstein regarding same; Reviewing and considering email from T. Silverstein; Discussion with J. Foster regarding same; Further correspondence regarding same	1.00
12/07/23	Joshua Foster	Reviewing docket and documents filed thereon; Participating in call with KSV regarding [redacted]; Corresponding with counsel to certain class action claimants regarding various inquiries raised; Corresponding with counsel to the Applicant regarding same	0.70
12/07/23	Sean Zweig	Correspondence with Goodmans regarding FFMP request; Correspondence with FFMP; Discussion with J. Foster	0.90
13/07/23	Joshua Foster	Reviewing docket for material updates	0.10
14/07/23	Joshua Foster	Reviewing docket and various documents filed thereon; Beginning to draft summary note regarding same	1.70
14/07/23	Sean Zweig	Reviewing objection from Provinces in Chapter 11 proceeding; Considering same and discussing same with J. Foster	1.80
15/07/23	Joshua Foster	Continuing to conduct research and analysis regarding [redacted]; Continuing to [redacted]; Reviewing docket for material updates	5.60
16/07/23	Joshua Foster	Continuing to [redacted]; Reviewing various documents filed on the docket; Beginning to draft summary note concerning same	2.20
17/07/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Beginning to review various	2.10

Date	Name	Description	Hours
		trust and sub-trust agreements	
17/07/23	Sean Zweig	Reviewing email from J. Foster regarding objections filed; Reviewing and considering certain of the objections	3.40
18/07/23	Joshua Foster	Discussing status of objections with S. Zweig; Reviewing docket for material updates	0.30
18/07/23	Sean Zweig	Discussion with J. Foster; Reviewing email from T. Silverstein	0.40
19/07/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Preparing and providing summary note regarding same to KSV	1.80
19/07/23	Dom Sorbara	Reviewing searches and corresponding with J. Foster regarding same	0.50
19/07/23	Sean Zweig	Reviewing update from J. Foster and relevant Chapter 11 materials	0.80
20/07/23	Joshua Foster	Participating in omnibus hearing; Providing update regarding same to KSV; Reviewing docket for material updates	1.10
20/07/23	Sean Zweig	Preparing for and attending Chapter 11 proceeding, and follow-up discussions; Reviewing emails responding to FFMP, including Canadian credit documents; Reviewing update from J. Foster	2.30
21/07/23	Joshua Foster	Reviewing docket for material updates	0.10
21/07/23	Sean Zweig	Reviewing email from FFMP	0.10
23/07/23	Joshua Foster	Conducting research regarding [redacted]	0.80
24/07/23	Joshua Foster	Updating [redacted]; Reviewing docket and documents filed thereon for material updates	2.80
25/07/23	Joshua Foster	Reviewing docket	0.10
25/07/23	Sean Zweig	Reviewing email from B. Wiffen, including documents provided	1.70
26/07/23	Joshua Foster	Reviewing docket and documents filed thereon	0.20
27/07/23	Joshua Foster	Reviewing docket	0.10
29/07/23	Joshua Foster	Reviewing docket	0.10

Date	Name	Description	Hours
30/07/23	Joshua Foster	Conducting research regarding [redacted] concerning same	3.80
31/07/23	Joshua Foster	Conducting research regarding [redacted] Reviewing docket and documents filed thereon for material updates; Continuing to [redacted]	2.60

Total Hours		82.10
Total Professional Services	$	61,243.00

Name	Hours		Rate
Sean Zweig	20.20	$	1,035.00
Dom Sorbara	6.90	$	860.00
Joshua Foster	53.40	$	630.00
Olivia D'Innocenzo	1.60	$	475.00

Disbursements		Amount
Online Government Service	$	90.90
Total Disbursements	$	90.90

Other Charges		Amount
Library Computer Search - WestlawNext Canada	$	353.00
Total Other Charges	$	353.00
GST/HST	$	8,019.30
TOTAL DUE	$	69,706.20

Bennett Jones

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: August 10, 2023
Invoice: 1527338

Remittance Statement

Professional Services	$	61,243.00
Disbursements	$	90.90
Other Charges	$	353.00
Total Due before Tax	$	61,686.90
GST/HST	$	8,019.30
Total Due in CAD	**$**	**69,706.20**

[redacted]

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: September 6, 2023
Invoice: 1530582

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	$	27,416.00
Total Due before Tax	$	27,416.00
GST/HST	$	3,564.08
Total Due in CAD	$	**30,980.08**

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757 QST number: 1230818653

Date	Name	Description	Hours
01/08/23	Joshua Foster	Reviewing docket and documents filed thereon; Corresponding with S. Zweig and KSV regarding adjournment of the U.S. debtors' sale approval hearing	0.50
01/08/23	Sean Zweig	Reviewing Notice of Adjournment and update from J. Foster	0.20
02/08/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates	0.70
03/08/23	Joshua Foster	Reviewing docket and documents filed thereon; Continuing to conduct detailed research and analysis concerning [redacted]	3.60
04/08/23	Joshua Foster	Reviewing docket; Continuing to conduct research regarding [redacted]	1.30
05/08/23	Joshua Foster	Reviewing and considering research conducted by S. Kirkman	0.60
07/08/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Continuing to [redacted]; Continuing to conduct research in support of same	6.20
08/08/23	Joshua Foster	Continuing to [redacted]; Continuing to conduct research in support of same; Reviewing docket and documents filed thereon	3.10
09/08/23	Joshua Foster	Continuing to draft [redacted]; Continuing to conduct research regarding same; Reviewing docket and documents filed thereon for material updates	3.20
10/08/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Continuing to update and revise [redacted]; Meeting with S. Javed to discuss revisions to [redacted]	2.60
10/08/23	Shahrose Javed	Meeting with J. Foster; [redacted]	5.40

Date	Name	Description	Hours
11/08/23	Joshua Foster	Finalizing detailed [redacted]; Corresponding with S. Zweig regarding same; Reviewing docket and documents filed thereon for material updates	4.90
11/08/23	Shahrose Javed	Reviewing and revising updated [redacted]	0.50
11/08/23	Sean Zweig	Reviewing chart summarizing outstanding objections; Reviewing J. Foster's [redacted], and considering same	1.80
12/08/23	Joshua Foster	Reviewing Notice of Adjournment; Corresponding with S. Zweig and KSV regarding the debtors' Notice of Adjournment and further revised proposed Sale Order	0.30
12/08/23	Sean Zweig	Reviewing update on Chapter 11 proceeding, and certain documents filed	0.50
13/08/23	Joshua Foster	Beginning to review DMP Stipulation	0.60
14/08/23	Joshua Foster	Preparing for and participating in call with M. Paterson regarding status of the Chapter 11 proceedings and potential request for a bar order; Discussing same with S. Zweig; Beginning to review [redacted] Reviewing docket; Corresponding with S. Zweig and KSV regarding rescheduled sale approval hearing	1.20
14/08/23	Sean Zweig	Call with M. Paterson and J. Foster; Follow-up discussion with J. Foster; Reviewing Notice of Rescheduled Sale Hearing Dates, and email from J. Foster regarding same	0.80
15/08/23	Joshua Foster	Corresponding with counsel to the Foreign Representative regarding concerns raised by certain stakeholders and anticipated recognition motion; Reviewing docket and documents filed thereon for material updates	1.20
15/08/23	Sean Zweig	Reviewing and considering [redacted]; Emails with Goodmans regarding related issues and proposed settlement with provinces	1.30
16/08/23	Joshua Foster	Participating in call with S. Zweig and counsel to	0.70

Date	Name	Description	Hours
		the Applicant regarding proposed resolution with the Canadian Governments and potential request for a bar order; Reviewing docket and documents filed thereon for material updates	
17/08/23	Joshua Foster	Reviewing docket and documents filed thereon	0.20
18/08/23	Joshua Foster	Reviewing docket	0.10
19/08/23	Joshua Foster	Reviewing docket; Corresponding with S. Zweig and KSV regarding Notice of Adjournment	0.20
19/08/23	Sean Zweig	Reviewing updated Notice of Adjournment	0.10
21/08/23	Joshua Foster	Corresponding with S. Zweig and KSV regarding Notice of Adjournment; Reviewing docket	0.20
21/08/23	Sean Zweig	Reviewing further Notice of Adjournment; Internal discussion regarding same; Reviewing withdrawal of objection	0.30
22/08/23	Joshua Foster	Reviewing docket for material updates	0.10
23/08/23	Joshua Foster	Reviewing docket and documents filed thereon	0.20
24/08/23	Joshua Foster	Reviewing docket and documents filed thereon	0.20
25/08/23	Joshua Foster	Reviewing docket	0.10
28/08/23	Joshua Foster	Reviewing docket	0.10
30/08/23	Joshua Foster	Reviewing docket and documents filed thereon	0.20
31/08/23	Joshua Foster	Reviewing docket	0.10

Total Hours		43.30
Total Professional Services	$	27,416.00

Name	Hours		Rate
Sean Zweig	5.00	$	1,035.00
Joshua Foster	32.40	$	630.00
Shahrose Javed	5.90	$	310.00

GST/HST	$	3,564.08
TOTAL DUE	$	30,980.08

Bennett Jones

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: September 6, 2023
Invoice: 1530582

Remittance Statement

Professional Services	$	27,416.00
Total Due before Tax	$	27,416.00
GST/HST	$	3,564.08
Total Due in CAD	**$**	**30,980.08**

[redacted]

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: October 4, 2023
Invoice: 1535284

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	$	6,034.50
Other Charges	$	181.50
Total Due before Tax	$	6,216.00
GST/HST	$	808.08
Total Due in CAD	$	**7,024.08**

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757 QST number: 1230818653

Date	Name	Description	Hours
01/09/23	Joshua Foster	Reviewing docket	0.10
05/09/23	Joshua Foster	Reviewing docket	0.10
06/09/23	Joshua Foster	Reviewing docket and documents filed thereon	0.10
09/09/23	Joshua Foster	Reviewing docket and documents filed thereon	0.20
10/09/23	Sean Zweig	Emails with M. Paterson regarding status inquiry; Emails with B. Wiffen regarding same	0.30
11/09/23	Joshua Foster	Reviewing docket and documents filed thereon; Corresponding with S. Zweig and KSV regarding adjourned sale approval hearing; Corresponding with counsel to certain members of the DMP group regarding the adjournment of the sale approval hearing; Corresponding with counsel to the Applicant regarding status of resolution reached with the Canadian governments	0.40
11/09/23	Sean Zweig	Reviewing update from B. Wiffen in connection with adjournment; Emails with M. Paterson and B. Wiffen regarding same and other matters	0.50
13/09/23	Joshua Foster	Reviewing docket and documents filed thereon	0.10
14/09/23	Joshua Foster	Reviewing docket and documents filed thereon	0.10
15/09/23	Joshua Foster	Reviewing docket and documents filed thereon	0.40
18/09/23	Joshua Foster	Reviewing docket for material updates	0.10
19/09/23	Joshua Foster	Reviewing docket and documents filed thereon; Corresponding with S. Zweig and KSV regarding same	0.40
19/09/23	Sean Zweig	Reviewing update regarding Chapter 11 hearing	0.10
20/09/23	Joshua Foster	Reviewing docket and documents filed thereon	0.30
21/09/23	Joshua Foster	Reviewing docket and documents filed thereon; Corresponding with S. Zweig and KSV regarding adjourned sale approval hearing	0.30
21/09/23	Sean Zweig	Reviewing Chapter 11 update	0.10
22/09/23	Joshua Foster	Reviewing docket for material updates; Corresponding with counsel to the Applicant regarding settlement reached with Canadian governments	0.20

Date	Name	Description	Hours
22/09/23	Sean Zweig	Correspondence regarding upcoming Chapter 11 hearing	0.30
26/09/23	Joshua Foster	Reviewing docket for material updates; Corresponding with counsel to the Applicant regarding status of proposed settlement with the Canadian governments	0.10
26/09/23	Sean Zweig	Correspondence regarding upcoming confirmation hearing and related matters	0.30
27/09/23	Joshua Foster	Reviewing docket and documents thereon for material updates	0.20
28/09/23	Joshua Foster	Reviewing docket for material updates	0.10
29/09/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates	0.30
29/09/23	Sean Zweig	Reviewing Voluntary Canadian Governments Resolution Term Sheet, and considering same and next steps	2.10

Total Hours		7.20
Total Professional Services	$	6,034.50

Name	Hours		Rate
Sean Zweig	3.70	$	1,035.00
Joshua Foster	3.50	$	630.00

Other Charges		Amount
Library Computer Search - WestlawNext Canada	$	181.50

Total Other Charges	$	181.50
GST/HST	$	808.08
TOTAL DUE	$	7,024.08

Bennett Jones

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: October 4, 2023
Invoice: 1535284

Remittance Statement

Professional Services	$	6,034.50
Other Charges	$	181.50
Total Due before Tax	$	6,216.00
GST/HST	$	808.08
Total Due in CAD	**$**	**7,024.08**

[redacted]

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: November 3, 2023
Invoice: 1539964

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	$	22,314.00
Total Due before Tax	$	22,314.00
GST/HST	$	2,900.82
Total Due in CAD	$	**25,214.82**

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757 QST number: 1230818653

Date	Name	Description	Hours
02/10/23	Joshua Foster	Reviewing docket for material updates	0.10
10/10/23	Joshua Foster	Reviewing docket	0.10
10/10/23	Sean Zweig	Emails and call with Osler regarding next steps in Chapter 11 proceeding, and related matters; Emails with B. Wiffen regarding same	0.60
11/10/23	Joshua Foster	Reviewing docket and documents filed thereon	0.20
12/10/23	Joshua Foster	Reviewing docket	0.10
12/10/23	Sean Zweig	Further correspondence with Osler and Goodmans regarding upcoming U.S. hearing and related matters	0.40
13/10/23	Joshua Foster	Reviewing docket and documents filed thereon	0.10
16/10/23	Joshua Foster	Reviewing docket and documents filed thereon; Corresponding with M. Paterson regarding the adjournment of the sale approval hearing; Corresponding with KSV regarding the adjournment of the sale approval hearing	0.30
16/10/23	Sean Zweig	Correspondence with Osler; Reviewing motion for representative counsel; Considering same and discussing same; Reviewing adjournment notice, and emails regarding same	2.30
17/10/23	Joshua Foster	Reviewing docket and documents filed thereon; Beginning to conduct research regarding [redacted]	0.40
17/10/23	Sean Zweig	Emails regarding proposed representative counsel motion	0.20
18/10/23	Joshua Foster	Participating in call with counsel to the Applicant, J. Wong and S. Zweig regarding [redacted]; Corresponding regarding same; Reviewing docket; Participating in call with L. Fraser-Richardson regarding research to be conducted concerning [redacted]; Continuing to review motion record in respect of the proposed appointment of representative counsel	1.70
18/10/23	Linda Fraser-Richardson	Meeting with J. Foster to discuss [redacted];	1.60
18/10/23	Sean Zweig	Call and emails with Goodmans regarding	1.70

Date	Name	Description	Hours
		representative counsel motion; Further considering same	
19/10/23	Linda Fraser-Richardson	Further researching [redacted]	5.30
19/10/23	Joshua Foster	Reviewing docket for material updates	0.10
20/10/23	Linda Fraser-Richardson	Further researching [redacted]	2.80
21/10/23	Linda Fraser-Richardson	Further researching [redacted]; [redacted]	4.80
22/10/23	Linda Fraser-Richardson	Further [redacted]	6.10
23/10/23	Linda Fraser-Richardson	Additional researching and [redacted]	5.80
23/10/23	Joshua Foster	Participating in call with S. Zweig, J. Wong, counsel to the Applicant and counsel to a proposed representative plaintiff in an uncertified class action proceeding regarding the proposed appointment of representative counsel	0.40
23/10/23	Sean Zweig	Call with FFMP and Goodmans; Follow-up discussions	0.70
24/10/23	Linda Fraser-Richardson	Further revising [redacted]	1.90
25/10/23	Joshua Foster	Corresponding with counsel to the Applicant regarding availability for proposed motion to appoint representative counsel; Reviewing docket for material updates	0.20
25/10/23	Linda Fraser-Richardson	Further [redacted]	3.60
25/10/23	Sean Zweig	Correspondence regarding potential representative counsel motion	0.20
26/10/23	Linda Fraser-Richardson	Revising [redacted]	4.40
27/10/23	Linda Fraser-Richardson	Final [redacted] and sending to J. Foster	2.60
27/10/23	Joshua Foster	Reviewing docket for material updates;	0.10

Date	Name	Description	Hours
		Corresponding with counsel to the Applicant regarding availability for the hearing of the proposed motion to appoint representative counsel	
27/10/23	Sean Zweig	Various correspondence throughout day	0.50
29/10/23	Joshua Foster	Beginning to review [redacted]	0.30
30/10/23	Joshua Foster	Corresponding with counsel to the Applicant concerning availability for the proposed motion to appoint representative counsel; Reviewing docket	0.10

Total Hours		49.70
Total Professional Services	$	22,314.00

Name	Hours		Rate
Sean Zweig	6.60	$	1,035.00
Joshua Foster	4.20	$	630.00
Linda Fraser-Richardson	38.90	$	330.00

GST/HST	$	2,900.82
TOTAL DUE	$	25,214.82

Bennett Jones

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: November 3, 2023
Invoice: 1539964

Remittance Statement

Professional Services	$	22,314.00
Total Due before Tax	$	22,314.00
GST/HST	$	2,900.82
Total Due in CAD	**$**	**25,214.82**

[redacted]

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: December 4, 2023
Invoice: 1544661

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	$	85,368.00
Total Due before Tax	$	85,368.00
GST/HST	$	11,097.84
Total Due in CAD	$	**96,465.84**

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757 QST number: 1230818653

Date	Name	Description	Hours
01/11/23	Joshua Foster	Continuing to review [redacted] in connection with proposed motion for the appointment of representative counsel	0.50
05/11/23	Joshua Foster	Reviewing docket in Chapter 11 proceeding; Discussion with S. Zweig	0.40
05/11/23	Sean Zweig	Considering [redacted] Discussing same with J. Foster; Reviewing preliminary research	1.60
08/11/23	Joshua Foster	Reviewing docket in Chapter 11 proceeding	0.10
09/11/23	Joshua Foster	Reviewing docket in Chapter 11 proceeding	0.10
10/11/23	Joshua Foster	Reviewing various correspondence from class counsel in connection with proposed motion for the appointment of representative counsel	0.10
10/11/23	Sean Zweig	Correspondence regarding litigation schedule, and considering next steps; Discussing and considering lift stay request	1.30
11/11/23	Joshua Foster	Conducting research regarding [redacted]	1.50
12/11/23	Joshua Foster	Continuing to conduct research regarding [redacted]	5.70
12/11/23	Sean Zweig	Discussion with J. Foster regarding Chapter 11 status	0.20
13/11/23	Joshua Foster	Finalizing research regarding [redacted] Participating in call with S. Zweig and P. Gill regarding motion to appoint representative counsel; Reviewing docket in Chapter 11 proceeding; Corresponding with S. Zweig and KSV regarding the further adjournment of the Chapter 11 debtors' sale approval hearing	3.00
13/11/23	Preet Gill	Internal conference call regarding [redacted] Reviewing and analyzing materials in respect of same	0.90
13/11/23	Sean Zweig	Reviewing [redacted] and considering same; Call with P. Gill and J. Foster regarding representative counsel motion, and Information	2.20

Date	Name	Description	Hours
		Officer's Report to be drafted; Reviewing Chapter 11 Notice	
14/11/23	Joshua Foster	Conducting additional research regarding [redacted]; Reviewing docket in Chapter 11 proceeding	0.40
15/11/23	Joshua Foster	Continuing to conduct research regarding [redacted]; Corresponding with S. Zweig and P. Gill regarding same; Reviewing docket in Chapter 11 proceeding	1.50
15/11/23	Sean Zweig	Reviewing additional [redacted], and considering same	0.90
16/11/23	Joshua Foster	Preparing for and participating in call with B. Wiffen; Corresponding with S. Zweig and P. Gill regarding same; Reviewing docket in Chapter 11 proceeding	1.00
16/11/23	Preet Gill	Internal correspondence and discussions regarding report and next steps; Reviewing further [redacted] in respect of same	0.50
16/11/23	Sean Zweig	Discussion with N. Goldstein regarding [redacted]; Discussion with internal team regarding same; Considering related [redacted]	2.70
17/11/23	Joshua Foster	Reviewing Supplemental Affidavit and Factum filed by proposed representative counsel; Reviewing docket in Chapter 11 proceeding	0.90
17/11/23	Sean Zweig	Call with N. Goldstein and dealing with issue raised; Reviewing and considering Supplemental Affidavit and Factum from proposed representative counsel	2.40
19/11/23	Joshua Foster	Beginning to draft Fourth Report of the Information Officer; Considering issues regarding same; Reviewing correspondence from B. Wiffen and considering issues raised therein; Corresponding with S. Zweig and P. Gill regarding same	2.20
19/11/23	Sean Zweig	Discussions with each of P. Gill and J. Foster regarding Report in connection with representative counsel motion; Reviewing [redacted]	1.30

Date	Name	Description	Hours
20/11/23	Joshua Foster	Participating in call with S. Zweig and P. Gill to discuss draft Fourth Report; Beginning to draft Fourth Report; Considering various issues in connection with same; Beginning to review and provide comments on draft Factum of the Foreign Representative	5.80
20/11/23	Preet Gill	Conference call with S. Zweig and J. Foster to discuss next steps in respect of report and upcoming motion; Reviewing materials in respect of same	0.80
20/11/23	Sean Zweig	Call with internal team in connection with representative counsel motion; Reviewing and considering factum of Foreign Representative; Reviewing exhibits to M. Siminovitch affidavit	2.50
21/11/23	Joshua Foster	Reviewing comments received from P. Gill on draft Factum; Finalizing mark-up of draft Factum; Corresponding with S. Zweig regarding same; Corresponding with N. Goldstein and J. Wong regarding same; Reviewing docket in Chapter 11 proceeding; Continuing to draft Fourth Report	3.00
21/11/23	Preet Gill	Reviewing and providing comments on draft factum [redacted]; Internal correspondence and discussions regarding [redacted] Conducting review and analysis of materials in respect of same, including supplemental affidavit and factum filed on behalf of Quebec plaintiff	3.10
21/11/23	Sean Zweig	Discussion with P. Gill regarding representative counsel motion; Reviewing internal comments on Foreign Representative's factum; Considering and discussing same	1.30
22/11/23	Joshua Foster	Corresponding with counsel to the Foreign Representative regarding draft Factum and certain questions related thereto; Continuing to draft Fourth Report; Considering issues related to same; Reviewing docket in Chapter 11 proceeding	3.90
22/11/23	Preet Gill	Continuing reviewing materials in respect of motion brought by Quebec plaintiff	0.80
22/11/23	Sean Zweig	Correspondence in connection with Foreign Representative's factum, and considering issues	0.80
23/11/23	Joshua Foster	Continuing to draft Fourth Report; Reviewing	6.60

Date	Name	Description	Hours
		numerous documents filed in the Chapter 11 proceedings in connection with same; Reviewing docket in Chapter 11 proceeding for material updates	
24/11/23	Joshua Foster	Continuing to draft the Fourth Report; Continuing to review numerous documents filed in the Chapter 11 proceedings and the recognition proceedings in connection with same	4.10
24/11/23	Preet Gill	Reviewing draft factum and other correspondence and materials; Internal discussion regarding same and next steps for report and upcoming motion	0.50
24/11/23	Sean Zweig	Reviewing updated draft factum from Foreign Representative, and considering same	0.80
25/11/23	Joshua Foster	Continuing to draft and update the Fourth Report; Continuing to review numerous documents filed in the Chapter 11 proceedings and the recognition proceedings in connection with same; Corresponding with S. Zweig regarding the status of the draft Fourth Report	8.50
25/11/23	Preet Gill	Reviewing revisions to draft factum and considering next steps in respect of same	0.40
26/11/23	Joshua Foster	Finalizing initial draft of the Fourth Report; Corresponding with S. Zweig and P. Gill regarding same; Reviewing revisions received from S. Zweig and P. Gill and corresponding with S. Zweig regarding same; Beginning to incorporate revisions received	3.50
26/11/23	Preet Gill	Reviewing and providing comments and revisions on draft report of the Information Officer; Internal correspondence regarding same; Reviewing materials for same	2.60
26/11/23	Sean Zweig	Working on Information Officer's Report in connection with representative counsel motion, and discussions regarding same	3.60
27/11/23	Joshua Foster	Revising draft Fourth Report to reflect revisions received from S. Zweig and P. Gill; Corresponding with KSV regarding the draft Fourth Report; Reviewing Affidavit filed by the Applicant in support of its opposition to the proposed representative counsel motion; Updating draft Fourth Report to reflect same; Corresponding with counsel to the Applicant regarding the draft Fourth	4.00

Date	Name	Description	Hours
		Report	
27/11/23	Preet Gill	Reviewing further revisions and comments on draft report and considering same; Continuing review of materials for same and internal correspondence and discussions; Reviewing factum from Foreign Representative and factum from Ad Hoc First Lien Group	3.20
27/11/23	Sean Zweig	Reviewing and considering revised draft of Fourth Report; Discussing same; Reviewing updated Foreign Representative Factum, and comments on same; Reviewing final Foreign Representative Factum and Supplemental Affidavit; Reviewing Ad Hoc Factum	3.60
28/11/23	Joshua Foster	Reviewing revisions proposed by counsel to the Applicant to the draft Fourth Report; Compiling appendices to the draft Fourth Report; Reviewing docket in Chapter 11 proceeding and documents filed thereon	1.20
28/11/23	Preet Gill	Reviewing proposed revisions to Fourth Report and considering same	0.90
28/11/23	Sean Zweig	Calls with N. Goldstein regarding Report; Reviewing comments from Goodmans on Report and considering same	1.00
29/11/23	Joshua Foster	Participating in call with S. Zweig, P. Gill and KSV to discuss [redacted]; Continuing to compile appendices to same; Finalizing draft Fourth Report; Corresponding with KSV regarding same; Serving Fourth Report; Finalizing and swearing Affidavit of Service; Filing Affidavit of Service and Fourth Report; Uploading Fourth Report to CaseLines	4.40
29/11/23	Preet Gill	Attending conference call regarding [redacted] and reviewing materials in respect of same; Conducting related research and analysis [redacted] Assisting with finalizing Fourth Report	1.60
29/11/23	Sean Zweig	Call with KSV regarding [redacted]; Considering issues; Follow-up discussion with internal team; Reviewing revised drafts	2.60
30/11/23	Joshua Foster	Reviewing supplemental motion record of the proposed representative plaintiff; Corresponding	0.40

Date	Name	Description	Hours
		with S. Zweig regarding same; Reviewing docket in Chapter 11 proceeding	
30/11/23	Preet Gill	Reviewing supplementary motion record served in proceedings, and documents attached thereto; Internal correspondence regarding same	0.50
30/11/23	Sean Zweig	Reviewing and considering Supplementary Motion Record from proposed representative counsel; Internal discussion regarding same	0.80

Total Hours		108.20
Total Professional Services	$	85,368.00

Name	Hours		Rate
Preet Gill	15.80	$	960.00
Sean Zweig	29.60	$	1,035.00
Joshua Foster	62.80	$	630.00

GST/HST	$	11,097.84
TOTAL DUE	$	96,465.84

Bennett Jones

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: December 4, 2023
Invoice: 1544661

Remittance Statement

Professional Services	$	85,368.00
Total Due before Tax	$	85,368.00
GST/HST	$	11,097.84
Total Due in CAD	**$**	**96,465.84**

[redacted]

Bennett Jones

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: December 31, 2023
Invoice: 1553830

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	$	26,128.50
Other Charges	$	111.00
Total Due before Tax	$	26,239.50
GST/HST	$	3,411.14
Total Due in CAD	$	**29,650.64**

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757 QST number: 1230818653

Date	Name	Description	Hours
01/12/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates	0.60
01/12/23	Sean Zweig	Emails with Goodmans in connection with Report	0.10
03/12/23	Joshua Foster	Compiling CaseLines numbered motion materials in connection with motion for the appointment of representative counsel; Corresponding with S. Zweig and P. Gill regarding same; Beginning to prepare for motion for the appointment of representative counsel	1.10
03/12/23	Sean Zweig	Preparing for upcoming hearing	1.70
04/12/23	Joshua Foster	Preparing for motion for the appointment of representative counsel; Participating in call with S. Zweig and counsel to the Foreign Representative regarding same; Participating in motion for the appointment of representative counsel; Discussing same with S. Zweig and P. Gill; Reviewing docket	7.50
04/12/23	Preet Gill	Attending preparation meetings for hearing; Reviewing materials in respect of same; Attending virtual hearing of motion; Internal discussions in respect of motion and submissions to be made in same	5.20
04/12/23	Sean Zweig	Call with Goodmans regarding upcoming hearing; Preparing for hearing; Attending hearing; Follow-up discussions	5.30
06/12/23	Joshua Foster	Reviewing docket; Reviewing Endorsement of the Honourable Chief Justice Morawetz	0.10
06/12/23	Sean Zweig	Reviewing Endorsement; Discussing same	0.30
11/12/23	Joshua Foster	Reviewing docket	0.10
13/12/23	Joshua Foster	Reviewing docket	0.10
14/12/23	Sean Zweig	Discussion with B. Wiffen	0.20
16/12/23	Joshua Foster	Reviewing docket	0.10
18/12/23	Joshua Foster	Reviewing docket and documents filed thereon; Corresponding with KSV regarding [redacted]; Corresponding with S. Zweig regarding same	0.40
18/12/23	Sean Zweig	Discussion with J. Foster; Reviewing Notice of	1.30

Date	Name	Description	Hours
		Rescheduled Hearing Date and new Debtors' motion	
19/12/23	Joshua Foster	Reviewing docket and documents filed thereon; Corresponding with KSV regarding [redacted]	0.60
19/12/23	Sean Zweig	Reviewing Chapter 11 Plan filed, and various related documents	3.40
20/12/23	Joshua Foster	Reviewing docket; Reviewing Notice of Agenda filed in connection with omnibus hearing	0.20
21/12/23	Joshua Foster	Participating in omnibus hearing; Reviewing docket	0.50
21/12/23	Sean Zweig	Attending at Chapter 11 hearing; Emails with J. Foster	0.80
22/12/23	Joshua Foster	Corresponding with S. Zweig regarding omnibus hearing; Reviewing docket	0.10
28/12/23	Joshua Foster	Reviewing docket and documents filed thereon for material updates	0.30
28/12/23	Sean Zweig	Reviewing limited objection received	0.20
		Total Hours	30.20
		Total Professional Services	$ 26,128.50

Name	Hours		Rate
Preet Gill	5.20	$	960.00
Sean Zweig	13.30	$	1,035.00
Joshua Foster	11.70	$	630.00

Other Charges		Amount
Library Computer Search - WestlawNext Canada	$	111.00
Total Other Charges	$	111.00
GST/HST	$	3,411.14
TOTAL DUE	$	29,650.64

Bennett Jones

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: December 31, 2023
Invoice: 1553830

Remittance Statement

Professional Services	$	26,128.50
Other Charges	$	111.00
Total Due before Tax	$	26,239.50
GST/HST	$	3,411.14
Total Due in CAD	**$**	**29,650.64**

[redacted]

Bennett Jones

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: February 7, 2024
Invoice: 1557457

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	$	39,399.00
Total Due before Tax	$	39,399.00
GST/HST	$	5,121.87
Total Due in CAD	$	**44,520.87**

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757 QST number: 1230818653

Date	Name	Description	Hours
01/01/24	Joshua Foster	Reviewing docket; Beginning to review revised Second Amended and Restated RSA	1.50
02/01/24	Joshua Foster	Reviewing docket	0.10
04/01/24	Joshua Foster	Continuing to review Second Amended and Restated Support Agreement; Reviewing docket	0.30
05/01/24	Joshua Foster	Reviewing docket	0.10
07/01/24	Joshua Foster	Reviewing docket	0.20
09/01/24	Joshua Foster	Reviewing docket; Participating in hearing for, among other things, an Order approving the debtors' Disclosure Statement	1.50
09/01/24	Sean Zweig	Preparing for and attending U.S. hearing	2.00
11/01/24	Joshua Foster	Reviewing docket	0.10
12/01/24	Joshua Foster	Reviewing docket; Corresponding with S. Zweig regarding Chapter 11 Plan and Disclosure Statement	0.20
12/01/24	Sean Zweig	Emails with J. Foster	0.10
13/01/24	Joshua Foster	Continuing to review Disclosure Statement; Beginning to review Disclosure Statement Order; Beginning to [redacted]	3.10
14/01/24	Joshua Foster	Continuing to review Disclosure Statement; Continuing to review Disclosure Statement Order; Continuing to [redacted]	1.90
15/01/24	Joshua Foster	Continuing to review Disclosure Statement; Continuing to review Disclosure Statement Order; Reviewing Second Amended Joint Plan; Finalizing [redacted]	5.10
15/01/24	Sean Zweig	Reviewing J. Foster's [redacted] Considering same	1.20
16/01/24	Joshua Foster	Reviewing and providing comments on draft Affidavit; Corresponding with S. Zweig regarding same; Corresponding with KSV regarding same; Reviewing docket	3.10
16/01/24	Sean Zweig	Discussion with J. Foster regarding Chapter 11 Plan and Disclosure Statement; Reviewing and	1.80

Date	Name	Description	Hours
		commenting on draft Affidavit	
17/01/24	Joshua Foster	Reviewing Endorsement of the Honourable Chief Justice Morawetz; Corresponding with counsel to the Foreign Representative regarding draft Affidavit; Reviewing further revised draft Affidavit; Reviewing docket	0.50
17/01/24	Preet Gill	Reviewing Endorsement of CJ Morawetz and considering same	0.20
17/01/24	Sean Zweig	Reviewing Endorsement from representative counsel motion; Emails regarding affidavit for upcoming motion; Reviewing revised draft of same	1.30
18/01/24	Joshua Foster	Participating in call with counsel to the Foreign Representative regarding Chapter 11 Plan and Disclosure Statement; Reviewing draft Fifth Supplemental Order; Corresponding with KSV regarding same; Corresponding with counsel to the Foreign Representative regarding same	0.70
18/01/24	Sean Zweig	Reviewing and considering draft Order; Reviewing Foreign Representative's factum	0.90
19/01/24	Joshua Foster	Beginning to review draft Fifth Report; Considering issues related to same	0.30
19/01/24	Sean Zweig	Reviewing initial draft of Information Officer's Report, and discussing same	1.20
20/01/24	Joshua Foster	Reviewing and revising draft Fifth Report; Corresponding with S. Zweig regarding same; Corresponding with KSV regarding same; Reviewing docket	7.10
20/01/24	Sean Zweig	Reviewing J. Foster's comments on Fifth Report, considering same, and discussing same	1.80
21/01/24	Joshua Foster	Corresponding with counsel to the Foreign Representative regarding draft Fifth Report; Drafting service email; Reviewing draft Affidavit of Service in connection with same	0.20
21/01/24	Sean Zweig	Call with N. Goldstein	0.20
22/01/24	Joshua Foster	Reviewing revisions received from counsel to the Foreign Representative on draft Fifth Report; Reviewing proposed final copy of Fifth Report; Serving same; Finalizing Affidavit of Service and	1.40

Date	Name	Description	Hours
		swearing same; Filing Affidavit of Service and Fifth Report; Uploading Fifth Report to CaseLines	
22/01/24	Sean Zweig	Reviewing Goodmans' comments on Fifth Report, and discussing same; Finalizing Fifth Report	0.70
23/01/24	Joshua Foster	Discussing various issues pertaining [redacted] with S. Zweig; Participating in call with M. Paterson regarding hearing for recognition of the Disclosure Statement Order; Considering [redacted]; Corresponding with S. Zweig regarding same; Reviewing docket	1.90
23/01/24	Sean Zweig	Discussion with J. Foster regarding [redacted]; Considering [redacted] in connection with hearing	1.30
24/01/24	Joshua Foster	Preparing for and participating in motion for Fifth Supplemental Order; Reviewing docket	1.00
24/01/24	Sean Zweig	Preparing for and attending at hearing; Reviewing and considering draft language for Endorsement	2.50
25/01/24	Joshua Foster	Reviewing docket for material updates	0.10
26/01/24	Joshua Foster	Reviewing docket; Reviewing Endorsement of the Honourable Chief Justice Morawetz	0.20
26/01/24	Sean Zweig	Reviewing Endorsement granted	0.20
29/01/24	Joshua Foster	Reviewing docket; Reviewing revised Endorsement of the Honourable Chief Justice Morawetz; Reviewing Fifth Supplemental Order	0.30
30/01/24	Joshua Foster	Reviewing docket	0.10

Total Hours		46.40
Total Professional Services	$	39,399.00

Name	Hours		Rate
Preet Gill	0.20	$	1,020.00
Sean Zweig	15.20	$	1,100.00
Joshua Foster	31.00	$	725.00

GST/HST	$	5,121.87
TOTAL DUE	$	44,520.87

Bennett Jones

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: February 7, 2024
Invoice: 1557457

Remittance Statement

Professional Services	$	39,399.00
Total Due before Tax	$	39,399.00
GST/HST	$	5,121.87
Total Due in CAD	**$**	**44,520.87**

[redacted]

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: March 11, 2024
Invoice: 1562251

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	$	25,487.50
Other Charges	$	316.00
Total Due before Tax	$	25,803.50
GST/HST	$	3,354.46
Total Due in CAD	$	**29,157.96**

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757 QST number: 1230818653

Date	Name	Description	Hours
01/02/24	Joshua Foster	Reviewing docket	0.10
02/02/24	Joshua Foster	Reviewing docket and certain materials filed thereon; Identifying and corresponding with KSV regarding certain materials to be added to the Information Officer's website	1.10
05/02/24	Joshua Foster	Reviewing docket	0.10
07/02/24	Joshua Foster	Reviewing docket	0.10
08/02/24	Joshua Foster	Reviewing docket and various materials filed thereon; Conducting research regarding [redacted]; Considering issues related to same	4.90
09/02/24	Joshua Foster	Reviewing docket and various materials filed thereon; Reviewing certain of the Chapter 11 Debtors' solicitation materials	1.40
12/02/24	Joshua Foster	Reviewing docket	0.10
13/02/24	Joshua Foster	Reviewing docket and documents filed thereon for material updates	0.30
14/02/24	Joshua Foster	Reviewing docket	0.10
15/02/24	Joshua Foster	Reviewing docket and documents filed thereon	0.20
16/02/24	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Corresponding with KSV regarding same	0.50
16/02/24	Sean Zweig	Reviewing update from J. Foster; Reviewing various documents filed in Chapter 11 proceedings	3.60
17/02/24	Joshua Foster	Corresponding with S. Zweig regarding Plan Supplement	0.10
17/02/24	Sean Zweig	Discussion with J. Foster; Further reviewing documents filed in Chapter 11 proceeding	3.90
21/02/24	Sean Zweig	Correspondence with FFMP, considering same, and emails with Debtors' counsel regarding same	0.50
22/02/24	Joshua Foster	Reviewing docket	0.10
23/02/24	Joshua Foster	Reviewing docket and documents filed thereon	0.20
25/02/24	Joshua Foster	Reviewing various documents filed on the docket;	2.20

Date	Name	Description	Hours
		Beginning to prepare summary of same	
25/02/24	Sean Zweig	Emails with J. Foster	0.20
26/02/24	Joshua Foster	Reviewing various documents filed on the docket; Finalizing [redacted]	5.20
26/02/24	Sean Zweig	Reviewing numerous objections filed, and [redacted]	3.70
27/02/24	Joshua Foster	Reviewing docket and documents filed thereon	0.20
28/02/24	Joshua Foster	Reviewing docket	0.10
29/02/24	Joshua Foster	Reviewing docket	0.10

Total Hours		29.00
Total Professional Services	$	25,487.50

Name	Hours		Rate
Sean Zweig	11.90	$	1,100.00
Joshua Foster	17.10	$	725.00

Other Charges		Amount
Library Computer Search - WestlawNext Canada	$	316.00
Total Other Charges	$	316.00
GST/HST	$	3,354.46
Total Due	$	29,157.96

Bennett Jones

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: March 11, 2024
Invoice: 1562251

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter

Professional Services	$	25,487.50
Other Charges	$	316.00
Total Due before Tax	$	25,803.50
GST/HST	$	3,354.46
Total Due in CAD	$	**29,157.96**

[redacted]

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: April 3, 2024
Invoice: 1565738

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	$	44,807.50
Total Due before Tax	$	44,807.50
GST/HST	$	5,824.98
Total Due in CAD	$	**50,632.48**

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757 QST number: 1230818653

Date	Name	Description	Hours
01/03/24	Joshua Foster	Reviewing docket	0.10
04/03/24	Joshua Foster	Reviewing docket for material updates	0.10
06/03/24	Joshua Foster	Reviewing docket for material updates	0.10
07/03/24	Joshua Foster	Reviewing docket and various documents filed thereon for material updates; Corresponding internally regarding [redacted]; Discussing same with J. Taylor and D. Storey	1.90
07/03/24	Sean Zweig	Correspondence with Goodmans; Discussion with J. Foster regarding status of Confirmation Hearing objections, and related matters	0.40
08/03/24	Joshua Foster	Reviewing docket and various documents filed on same; Beginning to draft summary of same	1.10
09/03/24	Joshua Foster	Continuing to review various documents filed on the docket; Continuing to prepare summary of same	0.80
11/03/24	Joshua Foster	Reviewing docket; Beginning to review Second Plan Supplement; Corresponding with A. Yun regarding same	1.00
11/03/24	Amy Yun	Corresponding with J. Foster regarding [redacted]; Creating [redacted]	2.60
11/03/24	Sean Zweig	Reviewing detailed update from J. Foster regarding recently filed materials in U.S., and reviewing underlying documents	2.30
12/03/24	Jordan Taylor	Reviewing and summarizing [redacted]	4.50
12/03/24	Amy Yun	Summarizing [redacted] and [redacted]	2.20
13/03/24	Jordan Taylor	Reviewing and summarizing [redacted]	4.00
13/03/24	Joshua Foster	Reviewing docket and documents filed thereon for material updates	0.20
13/03/24	Amy Yun	Summarizing [redacted]	2.70
14/03/24	Jordan Taylor	Reviewing and summarizing [redacted]	6.00

Date	Name	Description	Hours
14/03/24	Joshua Foster	Reviewing docket and documents filed thereon for material updates	0.10
15/03/24	Joshua Foster	Reviewing docket; Reviewing correspondence in connection with motion for recognition of the proposed Confirmation Order	0.10
16/03/24	David Storey	Drafting [redacted]	3.90
16/03/24	Amy Yun	Summarizing [redacted]	2.00
17/03/24	Amy Yun	Reviewing and summarizing [redacted]	2.40
17/03/24	David Storey	Drafting [redacted]; Correspondence with A. Yun and J. Foster	4.10
18/03/24	Joshua Foster	Reviewing docket and documents filed thereon for material updates; Preparing summary note regarding same; Corresponding with KSV regarding same	0.90
18/03/24	Amy Yun	Finalizing [redacted]	1.20
18/03/24	Sean Zweig	Discussion with J. Foster; Reviewing updated Chapter 11 materials and summary of same	0.80
19/03/24	Joshua Foster	Reviewing docket and documents filed thereon; Attending hearing for confirmation of the Debtors' Fourth Amended Plan and approval of the Debtors' Disclosure Statement on a final basis; Preparing [redacted]	6.70
19/03/24	Sean Zweig	Attending U.S. confirmation hearing, and follow-up correspondence regarding same	6.50
20/03/24	Joshua Foster	Reviewing docket and documents filed thereon	0.20
22/03/24	Joshua Foster	Reviewing letter provided by counsel to the Foreign Representative to counsel to the Quebec Plaintiff	0.10
22/03/24	Sean Zweig	Reviewing letter to FFMP	0.10
23/03/24	Joshua Foster	Reviewing docket	0.10
25/03/24	Joshua Foster	Reviewing docket	0.10

Date	Name	Description	Hours
25/03/24	Sean Zweig	Reviewing correspondence from J. Reynaud	0.10
26/03/24	Sean Zweig	Emails with FFMP and Goodmans	0.20
28/03/24	Joshua Foster	Reviewing docket and documents filed thereon; Beginning to review [redacted]	1.00
29/03/24	Joshua Foster	Beginning to review Affidavit in connection with recognition of the Confirmation Order; Reviewing and providing comments on draft Recognition Order; Considering issues related to same; Corresponding with S. Zweig regarding draft Recognition Order	4.00
29/03/24	Sean Zweig	Emails with J. Foster and KSV regarding court materials	0.20
30/03/24	Joshua Foster	Continuing to review and provide comments on draft Affidavit; Considering issues concerning same; Reviewing various materials filed in the Chapter 11 Cases in connection with same	5.00
31/03/24	Joshua Foster	Finalizing review of draft Affidavit and various materials filed in the Chapter 11 Cases in connection with same; Corresponding with S. Zweig regarding same; Preparing draft email to counsel to the Foreign Representative	1.90
31/03/24	Sean Zweig	Reviewing and commenting on draft Affidavit and Order; Discussing same	2.00

Total Hours		73.70
Total Professional Services	$	44,807.50

Name	Hours		Rate
Sean Zweig	12.60	$	1,100.00
Joshua Foster	25.50	$	725.00
David Storey	8.00	$	350.00
Jordan Taylor	14.50	$	350.00
Amy Yun	13.10	$	350.00

GST/HST	$	5,824.98
Total Due	$	50,632.48

Bennett Jones

Endo International plc
First Floor, Minerva House
Simmonscourt Road, Ballsbridge
Dublin, 4, Ireland

Re: Paladin Labs
Our File Number: 074735.00040

Date: April 3, 2024
Invoice: 1565738

Remittance Statement

Professional Services	$	44,807.50
Total Due before Tax	$	44,807.50
GST/HST	$	5,824.98
Total Due in CAD	$	**50,632.48**

[redacted]

THIS IS **EXHIBIT "B"** REFERRED TO IN
THE AFFIDAVIT OF JOSHUA FOSTER,
SWORN BEFORE ME THIS 11TH DAY OF APRIL, 2024.

THOMAS GRAY
A Commissioner for taking Affidavits
(or as may be)

Invoice #	Period Ended	Date of Account	Fees	Disbursements	GST/HST	Total
1511468	April 30, 2023	May 3, 2023	$29,694.00	$0.00	$3,860.22	$33,554.22
1516328	May 31, 2023	June 5, 2023	$50,220.00	$0.00	$6,528.60	$56,748.60
1521079	June 30, 2023	July 7, 2023	$35,953.00	$3,322.75	$5,105.85	$44,381.60
1527338	July 31, 2023	August 10, 2023	$61,243.00	$443.90	$8,019.30	$69,706.20
1530582	August 31, 2023	September 6, 2023	$27,416.00	$0.00	$3,564.08	$30,980.08
1535284	September 30, 2023	October 4, 2023	$6,034.50	$181.50	$808.08	$7,024.08
1539964	October 31, 2023	November 3, 2023	$22,314.00	$0.00	$2,900.82	$25,214.82
1544661	November 30, 2023	December 4, 2023	$85,368.00	$0.00	$11,097.84	$96,465.84
1553830	December 31, 2023	December 31, 2023	$26,128.50	$111.00	$3,411.14	$29,650.64
1557457	January 31, 2024	February 7, 2024	$39,399.00	$0.00	$5,121.87	$44,520.87
1562251	February 29, 2024	March 11, 2024	$25,487.50	$316.00	$3,354.46	$29,157.96
1565738	March 31, 2024	April 3, 2024	$44,807.50	$0.00	$5,824.98	$50,632.48
Total			**$454,065.00**	**$4,375.15**	**$59,597.24**	**$518,037.39**

THIS IS **EXHIBIT "C"** REFERRED TO IN
THE AFFIDAVIT OF JOSHUA FOSTER,
SWORN BEFORE ME THIS 11TH DAY OF APRIL, 2024.

THOMAS GRAY
A Commissioner for taking Affidavits
(or as may be)

Timekeeper	Year of Call	Hourly Rate	Total Hours	Total Fees
P. Gill	2008	$960	21.00	$20,160.00
		$1,020	0.20	$204.00
S. Zweig	2009	$1,035	113.50	$117,472.50
		$1,100	39.70	$43,670.00
J. Blinick	2013	$860	13.80	$11,868.00
D. Sorbara	2014	$860	6.90	$5,934.00
J. Foster	2020	$630	255.40	$160,902.00
		$725	73.60	$53,360.00
T. Gray	2021	$565	10.30	$5,819.50
O. D'Innocenzo	N/A	$475	1.60	$760.00
L. Fraser-Richardson	N/A	$330	38.90	$12,837.00
S. Javed	N/A	$310	5.90	$1,829.00
S. Kirkman	N/A	$310	21.90	$6,789.00
D. Storey	N/A	$350	8.00	$2,800.00
J. Taylor	N/A	$350	14.50	$5,075.00
A. Yun	N/A	$350	13.10	$4,585.00
Total			**638.30**	**$454,065.00**

Average hourly rate = $711.37[1]

[1] Exclusive of applicable general and harmonized sales taxes.

Court File No.: CV-22-00685631-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF PALADIN LABS CANADIAN HOLDING INC. AND PALADIN LABS INC.

APPLICATION OF PALADIN LABS INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

FEE AFFIDAVIT

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Sean Zweig (LSO# 57307I)
Tel: (416) 777-6254
Email: zweigs@bennettjones.com

Joshua Foster (LSO# 79447K)
Tel: (416) 777-7906
Email: fosterj@bennettjones.com

Lawyers for KSV Restructuring Inc., solely in its capacity as the Court-appointed Information Officer and not in its personal or corporate capacity

Court File No.: CV-22-00685631-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF PALADIN LABS CANADIAN HOLDING INC. AND PALADIN LABS INC.

APPLICATION OF PALADIN LABS INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

SIXTH REPORT OF THE INFORMATION OFFICER

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Sean Zweig (LSO# 57307I)
Tel: (416) 777-6254
Email: zweigs@bennettjones.com

Joshua Foster (LSO# 79447K)
Tel: (416) 777-7906
Email: fosterj@bennettjones.com

Lawyers for KSV Restructuring Inc., solely in its capacity as the Court-appointed Information Officer and not in its personal or corporate capacity