

HERNIA REPAIR MESH CLASS ACTION

NOTICE OF SETTLEMENT APPROVAL

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS

To ALL CLASS MEMBERS: To all Canadian residents who were surgically implanted with a hernia repair mesh with the brand name Kugel, Composix Kugel, Modified Kugel or Ventralex (collectively referred to in this notice as the “Products”) or their personal representatives, heirs, assigns and trustees (“Primary Claimants”), and any other residents of Canada asserting the right to sue the Defendants (defined below) by reason of their familial relationship with a Primary Claimant, including spouses, common law spouses, same-sex partners, as well as parents and children by birth, marriage or adoption (“Derivative Claimants”).

The Products are hernia repair meshes designed, manufactured, distributed or sold in Canada by Bard Canada Inc., C.R. Bard, Inc. or Davol Inc. (“Defendants”), which have been approved for use in Canada beginning in May 2000. The Products contain plastic rings which are intended to aid the placement of the mesh during surgery.

Please be advised that the Ontario Superior Court of Justice has approved a Settlement Agreement in a national class action which alleges that the rings contained in the Products may break or buckle and cause complications such as abnormal connections between the intestines and other organs or the skin, bowel perforation and other serious conditions. Furthermore, the lawsuit alleges that the Defendants failed to warn doctors or patients of the risks associated with the Products.

The Defendants deny these allegations and deny any wrongdoing or liability. The court has not taken any position as to the truth or merits of the claims or defences by either side.

If you would like a copy of the Settlement Agreement, it is available in English and French at www.kugelmeshclassaction.ca, www.stevensonlaw.net and www.classproceedings.ca. It can be obtained by contacting class counsel as listed below.

This notice does not constitute medical advice. Patients who have had one of the Products surgically implanted should consult with their doctors if they have any questions with respect to their medical condition.

To be entitled to receive benefits under the settlement, Primary Claimants must have had the Product surgically removed and file a claim with the claims administrator by February 20, 2014 in the manner described below.

SUMMARY OF THE SETTLEMENT AGREEMENT

- The Defendants, while not admitting liability, will pay an all-inclusive sum of \$1,375,000.00 (“Settlement Amount”) to settle the claims of all Primary Claimants and Derivative Claimants.
- Patients who were surgically implanted with one of the Products and have suffered injuries as evidenced by the explant medical records may be entitled to benefits under the settlement.
- After deduction of all amounts provided for in the Settlement Agreement (including costs of providing notice, administration costs and class

counsel fees), the remainder of the Settlement Amount will be distributed to eligible Primary Claimants based on a matrix specified in the Settlement Agreement. The matrix is intended to account for the individual condition and circumstances of all eligible Primary Claimants.

- Until all eligible claims are submitted to the claims administrator, it is not possible to determine an estimate of the benefits that eligible Primary Claimants might receive.
- The timing and the process for filing a claim will be available in a further notice to be published after the Settlement Agreement is approved by the court.
- Derivative Claimants are not entitled to receive benefits under the settlement. However, approval of the Settlement Agreement will extinguish all derivative claims that could be brought in connection with the Products.
- The Defendants have the unilateral right to terminate the Settlement Agreement if a certain number of class members opt-out of the settlement. The number of opt-outs that triggers the termination right will not be made public.

OPTING OUT

All persons residing anywhere in Canada who come within the class definition are automatically included in the class unless they exclude themselves from the class (“Opt Out”). To Opt Out, a class member will have to complete, sign and return an “Opt-Out Form” to Class Counsel postmarked or deposited by courier by January 21, 2014.

If a class member does not timely and properly Opt Out, he or she will forever be barred from instituting any action against the Defendants and/or any released parties (specified in the Settlement Agreement as the “Releasees”) relating to the alleged damages from the Products in the class action – regardless of whether the class member files a claim under the settlement or receives any benefits.

A complete copy of the Settlement Agreement, and a detailed instruction package on how to obtain, complete and submit an Opt-Out Form, are available at www.kugelmeshclassaction.ca, www.stevensonlaw.net and www.classproceedings.ca, or by contacting class counsel as indicated below.

MAKING A CLAIM

In order to make a claim for benefits under the settlement, a class member must complete, sign and return a “Claim Form” to the claims administrator with the supporting documentation specified therein postmarked or deposited by courier by February 20, 2014. If a class member does not timely and properly make a claim under the Settlement Agreement, he or she will be forever barred from receiving any benefits under the settlement.

A detailed instruction package on how to obtain, complete and submit a Claim Form is available at www.kugelmeshclassaction.ca, www.stevensonlaw.net and www.classproceedings.ca, or by contacting the claims administrator as follows:

NPT RicePoint Class Action Services
Kugel Mesh Class Action
P.O. Box 3355
London, Ontario N6A 4K3
Phone: 1-866-432-5534.

**IMPORTANT
DEADLINES**

January 21, 2014 - Deadline to Opt Out of the Settlement Class.

February 20, 2014 - Deadline to submit a Claim Form.

Because of these deadlines you must act without delay.

LEGAL FEES

The Ontario Superior Court of Justice awarded legal fees, expenses and applicable taxes to class counsel in the total amount of \$596,625.00. Class counsel were retained on a contingent basis. Class counsel were responsible for funding all expenses incurred in pursuing this litigation.

Claimants may, but are not obliged to, retain their own lawyers to assist them in making individual claims under the Settlement Agreement. Claimants are responsible for paying the legal fees of any lawyer they retain. Submitting a claim under the Settlement Agreement is considerably less complex and less expensive than pursuing an individual lawsuit and this should be kept in mind if entering into any percentage of recovery contingency fee agreement with legal counsel to complete a claim.

**FURTHER
INFORMATION**

For further information please contact class counsel as follows:

**Stevensons LLP
15 Toronto Street, Suite 202
Toronto, Ontario M5C 2E3**

Tel: 416.599.7900 x 843 (Margaret)
416.365.9320 x 131 (Sonia)

Fax: 416.599.7910

Email: mlover@stevensonlaw.net
spillitteri@teplitskycolson.com

**Publication of this notice has been authorized by the Ontario Superior Court of
Justice**