

PARTIAL SETTLEMENT AGREEMENT

Made as of February 20, 2025

Between

JOHN MOREL

and

PATRICE ROY

and

KONINKLIJKE PHILIPS N.V., PHILIPS ELECTRONICS LTD., PHILIPS NORTH AMERICA
LLC, PHILIPS RS NORTH AMERICA LLC, AND RESPIRONICS INC.

(collectively, **“the Defendants”**)

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PARTIAL SETTLEMENT AGREEMENT

RECITALS

- A. **WHEREAS** the Plaintiffs have commenced class proceedings in British Columbia, Quebec and elsewhere in Canada on behalf of a national class against the Defendants, in which they seek damages in relation to certain devices manufactured and sold by one or more of the Defendants as set out in the attached Schedule “B” (the “**Products**”).
- B. **WHEREAS** the Plaintiffs and the Defendants have engaged in extensive arms-length settlement negotiations, including five days of mediation with the Honourable Thomas McEwen between June 13, 2024 to June 15, 2024, and between September 25, 2024 and September 26, 2024;
- C. **WHEREAS** the Plaintiffs and the Defendants have agreed to settle all claims by the putative class for Economic Losses as defined herein, without prejudice to the Defendants’ position with respect to the Non-Settled Claims;
- D. **WHEREAS** this Partial Settlement Agreement is wholly without prejudice to any Non-Settled Claims, including any future proposed certification or authorization for class treatment thereof;
- E. **WHEREAS** the Defendants have denied and continue to deny each and every claim and allegation of wrongdoing made by the Plaintiffs in the Proceedings and all claims and allegations of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged in the Proceedings, or otherwise;
- F. **WHEREAS** the Plaintiffs, Class Counsel and the Defendants agree that nothing in this Partial Settlement Agreement nor any statement made in the negotiation thereof may be later relied upon by the Plaintiffs regarding the appropriateness of certification or authorization of the Non-Settled Claims, and further agree that the rights of the Defendants to oppose certification or authorization of the Non-Settled Claims in any of the Proceedings is expressly preserved;
- G. **WHEREAS** the Plaintiffs, Class Counsel and the Defendants agree that neither this Partial Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Releasees or evidence of the truth of any of the Plaintiffs’ allegations against the Releasees, which allegations are expressly denied by the Defendants;
- H. **WHEREAS** the Plaintiffs and Class Counsel have concluded, after due investigation and after carefully considering the relevant circumstances, including, without limitation, the claims asserted in the Proceedings, the legal and factual defences thereto, and the applicable law, that: (1) it is in the best interests of the Settlement Class to enter into this Partial Settlement Agreement in order to avoid the uncertainties of litigation and to ensure that the benefits reflected herein, including the amount to be paid by the Defendants under this Partial Settlement Agreement, are obtained for the Settlement Class; and (2) the settlement set forth in this Partial Settlement Agreement is fair, reasonable, and in the best interests of the classes they seek to represent;

- I. **WHEREAS** the Defendants are entering into this Partial Settlement Agreement in order to achieve a final and nation-wide resolution of all Economic Loss Claims asserted or which could have been asserted against the Defendants by the Plaintiff and the Settlement Class in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;
- J. **WHEREAS** as a result of these settlement discussions and negotiations, the Defendants and the Plaintiffs have entered into this Partial Settlement Agreement, which embodies all the terms and conditions of the settlement between the Defendants and the Plaintiffs of all Economic Loss Claims, both individually and on behalf of the classes the Plaintiffs seek to represent, subject to approval of the Courts; and
- K. **WHEREAS** the Parties consent to partial certification and/or authorization of the Proceedings as class proceedings and the Proposed Settlement Class and the proposed Common Issue for the sole purpose of settling the Economic Loss Claims subject to approval by the Courts as provided for in this Partial Settlement Agreement, on the express understanding that such certification or authorization shall not derogate from the respective rights of the Parties in the event that this Partial Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, nor shall it derogate from the respective rights of the Parties in respect of those aspects of the Proceedings that are not being settled;

NOW THEREFORE, for good and sufficient consideration, the sufficiency of which is hereby acknowledged by the parties hereto, the parties to this Partial Settlement Agreement hereby agree as follows:

SECTION 1 – DEFINITIONS

For the purposes of this Partial Settlement Agreement only, including the recitals and schedules hereto:

- (1) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiff, Class Counsel or otherwise for the approval, implementation and operation of this Partial Settlement Agreement, including the costs of notices, but excluding Class Counsel Fees and Class Counsel Disbursements.
- (2) **Administrator** means KPMG Inc., or such other administrator(s) as the Courts appoint.
- (3) **BC Action** means *Morel v. Koninklijke Philips N.V. et al.*, British Columbia Supreme Court File No. S216008 (Vancouver Registry).
- (4) **BC Plaintiff** means the proposed representative plaintiff in the BC Action.
- (5) **Class Counsel** means (i) Rice Harbut Elliot LLP, Sotos LLP, and Thomson Rogers LLP in respect of the BC Action; and (ii) Consumer Law Group Inc. in respect of the Quebec Action.

- (6) ***Class Counsel Disbursements*** include disbursements and applicable taxes incurred by Class Counsel in the prosecution of the Proceedings.
- (7) ***Class Counsel Fees*** means the fees of Class Counsel, and any applicable taxes, including any amounts payable as a result of the Partial Settlement Agreement by Class Counsel or the Settlement Class Members to any other body or Person, including the Fonds in Quebec.
- (8) ***Common Issue*** means, “Have Proposed Settlement Class Members suffered any alleged Economic Losses as a result of the Recall and if so, what alleged Economic Loss has been sustained?”
- (9) ***Courts*** means the British Columbia Supreme Court and Superior Court of Québec.
- (10) ***Date of Execution*** means the date on the cover page hereof as of which the Parties have executed this Partial Settlement Agreement.
- (11) ***Defendants*** means the entities named as defendants in the BC Action, the Quebec Action and/or the Other Actions.
- (12) ***Distribution Protocol*** means the plan for distributing the Settlement Amount and accrued interest, in whole or in part, as approved by the Courts, which will be substantially in the form attached as Schedule “G”.
- (13) ***Economic Losses*** means all direct and indirect economic losses arising from the Recall and/or replacement of the Products, including without limitation, the costs of replacing the Products, diminution in value of the Products, loss of use, loss of income, any inconvenience associated with participating in the Recall and/or obtaining a replacement device, any and all other out-of-pocket expenses and special and consequential damages, expressly excluding all damages arising from Non-Settled Claims.
- (14) ***Economic Loss Claims*** means any and all claims relating to Economic Losses;
- (15) ***Effective Date*** means the date when Final Orders have been received from all Courts approving this Partial Settlement Agreement.
- (16) ***Excluded Persons*** means:
- (a) The Defendants and their officers and directors; and

- (b) The heirs, successors, and assigns of the persons described in subparagraph (a) above.
- (17) **Final Orders** means the later of a final judgment pronounced by a Court approving this Partial Settlement Agreement in accordance with its terms, once the time to appeal such judgment has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the approval of this Partial Settlement Agreement in accordance with its terms, upon a final disposition of all appeals.
- (18) **Fonds** means the *Fonds d'aide aux actions collectives*.
- (19) **Notice or Notices** means the short form and long form of notice as approved by the BC Court and the Quebec Court described in Section 10.
- (20) **Notice Plan** means the plan for disseminating the Notices, as agreed upon by the parties, and as approved by the Courts.
- (21) **Non-Settled Claims** means all claims that are not Economic Loss Claims, including personal injury claims (such as those for personal injury; pain and suffering, past, present, or future medical expenses, including medical monitoring; past, present, or future loss of income; punitive damages; special damages arising from or consequential to alleged personal injury; and subrogated healthcare claims, including claims by governments or any subdivision or agency thereof that have provided any funding for the acquisition and/or purchase of the Products, including the Ontario Assistive Devices Program (ADP), Ontario Ventilator Equipment Pool (VEP), Kingston Health Sciences Centre (acting solely in its capacity as operator of the Ontario VEP), the Province of Manitoba and the Province of Saskatchewan).
- (22) **Objection Deadline** means the date as approved by the Courts for any objections to be provided to the Administrator, which shall be no less than 45 days from when the Notices are first published or disseminated to the Settlement Class.
- (23) **Opt-Out Deadline** means 60 days after the Notice described in section 9.1(1), or such other date as approved by the Courts.
- (24) **Partial Settlement Agreement** means this agreement , including the recitals and schedules.

(25) ***Parties*** means the Defendants, the Plaintiffs, and, where necessary, the Proposed Settlement Class.

(26) ***Person*** means an individual, corporation (including a hospital, health centre, as well as any other organization(s) that a hospital may use to procure the Products), partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees as applicable, but expressly excludes governments or any subdivision or agency thereof that have provided any funding for the acquisition and/or purchase of the Products, including the Ontario ADP, Ontario VEP, Kingston Health Sciences Centre (acting solely in its capacity as operator of the Ontario VEP), the Province of Manitoba and the Province of Saskatchewan..

(27) ***Plaintiffs*** means the BC Plaintiff and the Quebec Plaintiff.

(28) ***Proceedings*** means BC Action, the Quebec Action, as well as all of the actions commenced in the other provinces, which include:

- (a) *Gray v. Philips Electronics Ltd. et al.*, Ontario Court File No. CV-21-00665742-00CP, which was ordered temporarily stayed on consent on July 5, 2023;
- (b) *Kehoe v Koninklijke Philips N.V. et al.*, Newfoundland and Labrador Court File No. 2021-01G-4594 CP, which was ordered temporarily stayed on consent;
- (c) *Moore v. Koninklijke Philips N.V. et al.*, Nova Scotia Court File No. 507852, which was ordered temporarily stayed on consent; and
- (d) *Nathanson v. Koninklijke Philips N.V. et al.*, British Columbia Supreme Court File No. S219249 (Vancouver Registry).

(29) ***Proposed Settlement Class or Settlement Class (as appropriate depending on the stage of the settlement approval process)*** means all Persons in Canada or such portion of Canada as the parties may agree, who purchased and/or used one of the Products, including their family members and estates who purchased a Product on behalf of a class member, and who claim to have incurred an Economic Loss, but not including Excluded Persons.

(30) **Products** means those products that were subject to the Recall, as set out in the attached Schedule “B”.

(31) **Quebec Action** means *Roy c. Respironics Inc. et al.*, Québec Court File No. 500-06-001154-216.

(32) **Quebec Plaintiff** means the proposed representative plaintiff in the Quebec Action.

(33) **Recall** means the voluntary recall first issued on June 14, 2021 in respect of the Products and all actions processes, and measures taken to initiate, conduct, and effect the Recall, such as providing notice of the Recall, administering the Product replacement program, providing customer support, implementing corrective actions or remedies, and any updates, notifications or other subsequent communications related to the Recall.

(34) **Released Claims** means any and all manner of Economic Loss Claims, including without limitation, all direct and indirect economic losses arising from Recall and/or replacement of the Products, whether class-based or individual, personal or subrogated, and whether actual or contingent. This includes, but is not limited to, the costs of replacing the Product, loss of use, loss of income, diminution in value of the Products, any inconvenience associated with participating in the Recall and/or obtaining a replacement device, any and all other out-of-pocket expenses, as well as any and all special and consequential damages. Released Claims also include interest, costs, expenses, claims administration expenses, penalties, fines, debts, lawyers’ fees (including Class Counsel Fees) incurred in relation to the prosecution and settlement of the Economic Loss Claims. This Release is intended to cover and does cover all known or unknown claims on behalf of Settlement Class Members, whether arising in the past, present or future, suspected or unsuspected, asserted or unasserted, actual or contingent, liquidated or unliquidated, in law or equity, under contract, tort, restitution, or at civil or common law, or arising under constitution, statute, regulation, or ordinance or otherwise based on any legal theory of recovery whatsoever from or relating in any way to the Economic Loss Claims. For clarity, this Release expressly excludes claims by provincial health insurers and governments or any subdivision or agency thereof that have provided any funding for the acquisition and/or purchase of the Products, including the Ontario ADP, the Ontario VEP, Kingston Health Sciences Centre (acting solely in its capacity as operator of the VEP), the Province of Manitoba and the Province of Saskatchewan, as well as any Non-Settled Claims, which are not considered Released Claims.

(35) ***Released Party*** or ***Released Parties*** means Releasees.

(36) ***Releasees*** means, jointly and severally, individually and collectively, the Defendants, and each of their past, present and future, direct and indirect parents (including holding companies), owners, subsidiaries, divisions, predecessors, successors, affiliates, associates (as defined in the *Canada Business Corporations Act*, RSC 1985, c C-44), partners, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and each of their respective past, present and future officers, directors, employees, agents, shareholders, lawyers, legal or other representatives, trustees, servants and representatives, members, managers and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.

(37) ***Releasers*** means, jointly and severally, individually and collectively, the plaintiffs in any of the Proceedings as well as the Proposed Settlement Class and as applicable, their respective parents, subsidiaries, affiliates, predecessors, successors, heirs, executors, administrators, insurers, assigns, beneficiaries, trustees, agents, and legal or other representatives. However, it does not include anyone who opts out by the Opt-Out Deadline or governments or any subdivision or agency thereof that have provided any funding for the acquisition and/or purchase of the Products, including the Ontario ADP, Ontario VEP, Kingston Health Sciences Centre (acting solely in its capacity as operator of the Ontario VEP), the Province of Manitoba and the Province of Saskatchewan.

(38) ***Settlement Amount*** means the all-inclusive sum of twenty million Canadian dollars (CAD \$20,000,000.00), which includes costs, Class Counsel Fees, Class Counsel Disbursements, applicable taxes, notice and Administration Expenses, and any interest accrued thereon.

(39) ***Settlement Class Member*** or ***Settlement Class Members*** means a member or members of the Proposed Settlement Class.

(40) ***Settlement Notice Date*** means the date on which notice is sent to the Settlement Class that this Partial Settlement Agreement has been approved by the Courts. The Settlement Notice Date shall be 30 days after the Defendants provide the information referred to in Section 10.2(1), or such other date as approved by the Courts.

(41) ***Trust Account*** means cash, a guaranteed investment product, liquid money account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a

bank listen in Schedule I of the *Bank Act*, SC 1991, c 46) held at a Canadian financial institution under the control of the Administrator, once appointed, for the benefit of the Settlement Class Members, as provided for in this Partial Settlement Agreement.

SECTION 2 – SETTLEMENT APPROVAL

2.1 Condition Precedent

- (1) This Partial Settlement Agreement shall be null and void and of no force or effect, subject to Section 5.4, unless the BC Court and the QC Court approve this Partial Settlement Agreement.
- (2) If this Partial Settlement Agreement becomes null and void, it shall have no further force or effect except as provided for in Section 5.4, and the Parties shall be restored to their respective positions in the Proceedings immediately prior to reaching this settlement.

2.2 Best Efforts

- (1) Class Counsel shall use their reasonable best efforts to implement this settlement and to promptly secure the partial dismissal with prejudice of the BC Action and the Quebec Action, and of the other Proceedings to the extent required, as against the Defendants with respect to the Economic Loss Claims.

2.3 Motions Seeking Approval of Notice and Certification or Authorization

- (1) The Plaintiffs shall file motions before the Courts, as soon as practicable after the Date of Execution hereof, for orders approving the notices described in Section 9.1(1) and for the purpose of partially certifying or authorizing the Proceedings for settlement purposes with respect to the Economic Loss Claims.
- (2) The BC order approving the notices described in Section 9.1(1) and certifying or authorizing the Proceedings for settlement purposes shall be substantially in the form attached as Schedule “C”. The Quebec order approving the notices described in Section 9.1(1) and authorizing the Quebec Action for settlement purposes shall be substantially in the form attached as Schedule “D”.

2.4 Motions Seeking Approval of the Settlement

- (1) The Plaintiffs shall file motions before the Courts for orders partially certifying or authorizing the Settlement Class and approving this Partial Settlement Agreement in respect of the Economic Loss Claims as soon as practicable after the orders referred to in Section 2.3(1) have been granted.
- (2) The BC order seeking approval of this Partial Settlement Agreement shall be substantially in the form attached as Schedule “E”. The Quebec order seeking approval of this Partial Settlement Agreement shall be substantially in the form attached as Schedule “F”.
- (3) The Plaintiffs can elect to request that the Courts hold joint hearings seeking partial certification or authorization and approval of this Partial Settlement Agreement in respect of the Economic Loss Claims pursuant to the Canadian Bar Association’s Canadian Judicial Protocol for the Management of Multijurisdictional Class Actions. The Defendants will not oppose any such request.
- (4) This Partial Settlement Agreement shall only become final on the Effective Date.

2.5 Pre-Motion Confidentiality

- (1) Until the first of the motions required by Section 2.3(1) is brought, the Parties shall keep all of the terms of the Partial Settlement Agreement confidential and shall not disclose them without the prior consent of counsel for the Defendants and Class Counsel, as the case may be, except as required for the purposes of financial reporting, the preparation of financial records (including tax returns and financial statements), pursuant to regulatory requirements as necessary to give effect to its terms, or as otherwise required by law.

SECTION 3 – SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

- (1) Contingent on the approval of this Partial Settlement Agreement by the BC Court and the QC Court, the Defendants have agreed to pay the Settlement Amount, without any admission of liability, in accordance with this Partial Settlement Agreement. For greater certainty, the Defendants’ agreement to pay the Settlement Amount without any admission of liability is being done solely to achieve a final and nationwide resolution of all Economic Loss Claims asserted or which could have been asserted in the Proceedings, and to avoid further expense, inconvenience and the distraction of

burdensome and protracted litigation, and does not constitute an admission by the Defendants that the claimed Economic Losses of the Settlement Class are in fact recoverable in law. As a result of this Partial Settlement, no inference or precedential value should be drawn regarding the ability to recover such Economic Losses as matter of Canadian law, and which in fact the Defendants expressly deny.

(2) Within forty-five (45) days of the orders by the Courts approving the notices described in Section 9.1(1) and certifying or authorizing the Proceedings for settlement purposes, the Defendants shall pay the balance of the Settlement Amount into the Trust Account.

(3) Payment of the Settlement Amount shall be made by wire transfer. At least thirty (30) days prior to the Settlement Amount becoming due, Class Counsel will provide, in writing, the following information necessary to complete the wire transfers: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.

(4) The Settlement Amount and other consideration to be provided in accordance with the terms of this Partial Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Releasees. The Settlement Amount shall be all-inclusive of all amounts, including but not limited to, all Administration Expenses (including the costs of notice and translation), Class Counsel Fees, any amount payable to the Fonds, interest, applicable taxes, Class Counsel Disbursements, and any other charges. The Releasees shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Partial Settlement Agreement or the Proceedings, including, but not limited to any fees, disbursements or taxes of any of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiffs or the Settlement Class Members, any amounts to which the *Fonds* in Quebec may be entitled, or any lien of any Person on any payment to any Settlement Class Members from the Settlement Amount.

(5) The Administrator shall maintain the Trust Account as provided for in this Partial Settlement Agreement.

(6) The Administrator shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Partial Settlement Agreement, or in accordance with an order of the Courts obtained after notice to the Parties.

(7) Upon payment of the Settlement Amount into the Trust Account and after the Effective Date, Class Counsel intend to distribute the Settlement Amount in accordance with the Distribution Protocol attached as Schedule “G”.

(8) The Defendants have had no role in the determination of Settlement Class Members’ eligibility to participate in the Partial Settlement or the allocation of benefits available to Settlement Class Members. The Defendants shall have no obligation (current or ongoing) to the Proposed Settlement Class in respect of the Distribution Protocol, nor does this Partial Settlement Agreement create any legal obligation or relationship between the Defendants and the Proposed Settlement Class in respect of any amounts paid or not paid to the Settlement Class Members pursuant to the Distribution Protocol. The Defendants have no responsibility for and no liability whatsoever with respect to the administration of the Partial Settlement Agreement.

3.2 Taxes and Interest

(1) Except as hereinafter provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Settlement Class and shall become and remain part of the Trust Account.

(2) Subject to Section 3.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be the responsibility of the Settlement Class. The Administrator shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.

(3) The Defendants shall have no responsibility to make any filings related to the Trust Account and will have no responsibility to pay tax on any income earned on the Settlement Amount or pay any taxes on the monies in the Trust Account, unless this Partial Settlement Agreement is terminated, in which case the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid to the Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel. The Defendants shall not have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or

administration of monies in the Trust Account including, but not limited to, Administration Expenses and Class Counsel Fees.

3.3 Honorarium for BC Plaintiff

- (1) Class Counsel may bring an application to the BC Court for approval of Honorarium for the BC Plaintiff in the BC Proceeding contemporaneous with seeking approval of this Partial Settlement Agreement or at such other time thereafter as they determine in their discretion.
- (2) Any Honorarium to the BC Plaintiff will be awarded at the discretion of the BC Court.
- (3) The Defendants will not make submissions in relation to Honorarium for the BC Plaintiff.
- (4) The approval of Honorarium to the BC Plaintiff is not a material term of this Partial Settlement Agreement and this Partial Settlement Agreement shall not be contingent upon court approval of any Honorarium for the BC Plaintiff.
- (5) Any Honorarium to the BC Plaintiff may only be paid out of the Settlement Amount after the Effective Date.
- (6) The Defendants shall not be liable for any Honorarium to the BC Plaintiff or Class Members, if awarded by the BC Court.

SECTION 4 – OPTING-OUT AND OBJECTING

4.1 Objections

- (1) Settlement Class Members shall have the right to object to the Partial Settlement Agreement. They may do so by appearing and stating if they have any reason why the terms of this Partial Settlement Agreement should not be granted approval. Objections, including all briefs or other papers or evidence in support, should be in writing and delivered, served, filed and received by the Claims Administrator by the Objection Deadline.
- (2) Any objection regarding or related to the Partial Settlement Agreement should contain: (i) a caption or title that identifies it as objection to the Partial Settlement Agreement; (ii) information sufficient to identify and contact information for the objecting Class Member (or his or her lawyer, if any), such as name, address, email address and telephone number; (iii) a clear statement of the nature and reasons for the Class Member's objection, and documents sufficient to establish the basis for his

or her standing as a Class Member; and (iv) a declaration under the penalty of perjury that the foregoing information provided by the objector is true and correct.

(3) Any objector who wishes to appear before the Court(s) at the settlement approval hearing(s), whether in person or through a lawyer, must send a notice of intention to appear in writing, which should be postmarked, served, filed and be received by the Administrator at least ten (10) days prior to the said settlement approval hearing. Such notice of intention to appear should include the name, address, and telephone number of the Class Member and any lawyer who will appear on his or her behalf, if applicable.

(4) The Administrator shall immediately provide Class Counsel and the Defendants with a copy of the objection and any accompanying documentation.

4.2 Opt Outs

(1) Persons seeking to opt-out of the certification of the Settlement Class, who are not Quebec Settlement Class Members must do so by sending a written election to opt-out, signed by the person or the person's designee, by pre-paid mail, courier, fax or email to the Administrator at an address to be identified in the Notice described in Section 9.1(1).

(2) An election to opt-out will only be valid if it is postmarked on or before the Opt-Out Deadline and received at the designated address in the Notice described in Section 9.1(1). When the postmark is not visible or legible, the election to opt-out shall be deemed to have been postmarked four (4) business days prior to the date that it is received by the Administrator.

(3) Notwithstanding Sections 4.2(1) and 4.2(2), Persons who are Settlement Class Members in Quebec who wish to opt-out may do so by sending a written election to opt-out to the Administrator to be delivered to the clerk of the Quebec Court on or before the Opt-Out Deadline.

(4) Any potential member of the Settlement Class who validly opts out of the Settlement Class shall not be able to participate in the Proceedings and no further right to opt-out of the Settlement Class will be provided.

(5) The written election to opt-out must contain the following information in order to be valid.

(a) the Person's full name, current address and telephone number;

- (b) if the Person is seeking to opt-out on behalf of a Settlement Class Member that is an estate or a person under a legal disability (including an infant and/or mentally incompetent Person), the basis of their authority for executing the written election on behalf of that Settlement Class Member;
 - (c) if the Person seeking to opt-out is a corporation, the name of the corporation and the position of the Person submitting the request to opt-out on behalf of the corporation;
 - (d) a statement to the effect that the Person wishes to be excluded from the Settlement Class; and
 - (e) for a Person seeking to opt-out who is not a Quebec Settlement Class Member, the reasons for opting out.
- (6) Class Members in Quebec who have commenced proceedings or commence proceedings and fail to discontinue such proceedings by the Opt-Out Deadline shall be deemed to have opted out.
- (7) Within thirty (30) days of the Opt-Out Deadline, Class Counsel shall provide to the Defendants a report containing the names of each Person who has validly opted out of the Proceedings, the reasons for the opt-out, if known, a summary of the information delivered by such Person pursuant to this Section 4.2(5) and copies of all Elections or opt-out forms received by the Administrator or Class Counsel.
- (8) With respect to any potential member of the Settlement Class who validly opted-out from the Proceedings, the Defendants reserve all of their legal rights and defences.
- (9) The Plaintiffs through their respective Class Counsel expressly waive their right to opt-out of the Proceedings, respectively.
- (10) If more than 18 members of the Settlement Class exercise their right to opt-out, whose opt-out is deemed to be valid by the Courts, then the Defendants may terminate this Partial Settlement Agreement in their sole discretion.

SECTION 5 – TERMINATION OF SETTLEMENT AGREEMENT

5.1 Right of Termination

(1) The Plaintiffs and the Defendants shall, in their respective discretions, have the right to terminate the settlement set forth in this Partial Settlement Agreement by providing written notice of their election to do so (“**Termination Notice**”) to all other Parties hereto within thirty (30) days of the date on which:

- (a) the Courts decline to certify the Settlement Class for the purposes of the Partial Settlement Agreement;
- (b) to the extent approval by any other court is required, any such court declines to approve this Partial Settlement Agreement or any material part hereof;
- (c) any court declines to partially dismiss or partially declare settled out of court the Released Claims as against the Defendants;
- (d) any court approves this Partial Settlement Agreement in a materially modified form;
- (e) any court issues a settlement approval order that is not materially in the form attached to this Partial Settlement Agreement as Schedule “E” and Schedule “F”; or
- (f) any orders approving this Partial Settlement Agreement made by the BC Court or the Quebec Court do not become Final Orders.

(2) In addition to the termination rights listed in subparagraph (1), the Defendants have the right to terminate the settlement set forth in this Partial Settlement Agreement at their sole discretion by providing written notice to Class Counsel if:

- (a) more than 18 members of the Settlement Class exercise their right to opt-out, whose opt-out is deemed to be valid by the Courts (as set out in Sections 4.2(10)); or
- (b) any Court fails to approve the releases in Section 6 (as set out in Section 6.3).

(3) Any order, ruling or determination made by any Court with respect to:

- (a) Class Counsel Fees or Class Counsel Disbursements; or

- (b) the Distribution Protocol,

shall not be deemed to be a material modification of all, or a part, of this Partial Settlement Agreement and shall not provide any basis for the termination of this Partial Settlement Agreement.

5.2 If Settlement Agreement is Terminated

(1) If this Partial Settlement Agreement is terminated in accordance with the terms of Section 5.1 or otherwise fails to take effect for any reason:

- (a) this Partial Settlement Agreement shall become null and void and shall have no further force or effect except as provided for in Section 5.4 and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation;
- (b) the Parties shall be restored to their respective positions in the Proceedings immediately prior to reaching the settlement;
- (c) no motion to certify or authorize any of the Proceedings as a class proceeding on the basis of this Partial Settlement Agreement, or to approve this Partial Settlement Agreement, which has not been decided, shall proceed;
- (d) any order certifying or authorizing a Proceeding as a class proceeding on the basis of the Partial Settlement Agreement or approving this Partial Settlement Agreement shall be set aside and declared null and void and of no force or effect, and the Parties shall be estopped from asserting otherwise;
- (e) any prior certification or authorization of a Proceeding as a class proceeding on the basis of this Partial Settlement Agreement, including the definitions of the Settlement Class and the Common Issue pursuant to this Partial Settlement Agreement, shall be without prejudice to any position that any of the Parties or Releasees may later take on any issue in the Proceedings or any other litigation; and
- (f) documents or communications related to the settlement (including this Partial Settlement Agreement) shall have no force or effect and shall not be admissible in evidence for any purpose in the Proceedings or in any other proceeding.

5.3 Return of Settlement Amount Following Termination

(1) If the Partial Settlement Agreement is terminated or otherwise fails to take effect for any reason, the Administrator, within thirty (30) business days of the written notice advising that the Partial Settlement Agreement has been terminated in accordance with its terms, shall return the Settlement Amount, plus all accrued interest thereon and less any reasonable Administration Expenses incurred prior to termination to the Defendants.

5.4 Survival Provisions After Termination

(1) If this Partial Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.2(3), 5.1, 5.2, 5.2(1)(e), 5.4, 7.1, 7.2, 8.1(3), 8.1(4), 9.1(3), 10.2(3), and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 3.2(3), 5.1, 5.2, 5.2(1)(e), 5.4, 7.1, 7.2, 8.1(3), 8.1(4), and 9.1(3), 10.2(3) within the meaning of this Partial Settlement Agreement, but for no other purposes. All other provisions of this Partial Settlement Agreement and all other obligations pursuant to this Partial Settlement Agreement shall cease immediately.

5.5 No Further Litigation

Class Counsel, and anyone currently or hereafter employed by, associated with, or in partnership with Class Counsel, may not directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person which relates to or arises from the Released Claims. Notwithstanding this section, Class Counsel is expressly permitted, to the extent such right is consistent with applicable rules of professional conduct, to continue to advance the Non-Settled Claims and claims on behalf of governments or any subdivision or agency thereof that have provided any funding for the acquisition and/or purchase of the Products, including but not limited to Ontario Assistive Devices Program, Ontario Ventilator Equipment Pool, Kingston Health Sciences Centre, Manitoba and Saskatchewan.

SECTION 6 – RELEASES AND DISMISSALS

6.1 Release of Releasees

(1) The obligations incurred pursuant to this Partial Settlement Agreement shall, with respect to the claims for Economic Losses, be in full and final disposition of: (i) the Proceedings against the

Defendants in respect of the Economic Loss Claims; and (ii) any and all Released Claims as against all Released Parties.

(2) Upon the Effective Date, and in consideration of payment of the Settlement Amount and for other valuable consideration:

- (a) the application for authorization or certification (as the case may be) shall be amended to remove all references to any of the Released Claims and/or the Proceedings in respect of the Released Claims shall be dismissed with prejudice and without costs as against each of the Defendants; and
- (b) each of the Releasers:
 - (i) shall be deemed to have, and by operation of the Final Orders, shall have, fully, finally, and forever waived, released, relinquished and discharged all Released Claims that the Releasers, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have or hereafter can, shall or may have and shall not now or hereafter institute, maintain, or assert on their own behalf or on behalf of the Settlement Class or on behalf of any other person or entity any Released Claims against the Released Parties, regardless of whether such Releaser executes and delivers a proof of claim and release form;
 - (ii) who did not validly opt-out will be deemed to have completely and unconditionally have released and forever discharged the Released Parties from any and all Released Claims including all claims, actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts and demands whatsoever, whether known or unknown, that were asserted or could have been asserted that are the subject of this Partial Settlement Agreement or are in relation to the alleged Economic Losses;
 - (iii) will forever be barred and enjoined from continuing, commencing, instituting, maintaining, asserting or prosecuting, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding,

governmental forum, administrative forum, or any other forum directly, representatively or derivatively any Released Claim against any of the Released Parties and/or any other person or third-party who may claim contribution or indemnity or claim over other relief from any Released Party, in respect of any Released Claims. For greater certainty and without limiting the foregoing, the Releasors shall not assert or pursue a Released Claim against any Released Party under any laws of any foreign jurisdiction; and

- (iv) each member of the Settlement Class shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of any action or proceeding relating to the Released Claims against the Released Parties and all such actions or proceedings shall be dismissed without costs and with prejudice.

6.2 No Further Claims

(1) Upon the Effective Date, the Releasors shall not then or thereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Releasee, or any other Person including healthcare professionals and/or hospitals, who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim, except if the Settlement Class is not certified or authorized. For greater certainty and without limiting the generality of the foregoing, the Releasors shall not assert or pursue a Released Claim against any Releasee or against any Person who may claim contribution or indemnity or other claims over relief from any Releasee in respect of any Released Claim, under the laws of any foreign jurisdiction.

6.3 Release a Material Term

(1) The releases contemplated in this Section shall be considered a material term of the Partial Settlement Agreement and the failure of any Court to approve the releases contemplated herein shall give rise to a right of termination pursuant to Section 5.1 of the Partial Settlement Agreement.

SECTION 7 – EFFECT OF SETTLEMENT

7.1 No Admission of Liability

(1) The Plaintiffs and the Releasees expressly reserve all of their rights if the Partial Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason. Further, whether or not the Partial Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Partial Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Partial Settlement Agreement, and any action taken to carry out this Partial Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Releasees or any one of them, or of the truth of any of the claims or allegations contained in the Proceedings, including the Non-Settled Claims, or any other pleading filed by the Plaintiffs.

7.2 Agreement Not Evidence

(1) The Parties agree that, whether or not it is finally approved, is terminated, or otherwise fails to take effect for any reason, this Partial Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Partial Settlement Agreement, and any action taken to carry out this Partial Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Partial Settlement Agreement, to defend against the assertion of Released Claims, as necessary in any insurance-related proceeding, or as otherwise required by law. For greater certainty, nothing in this Partial Settlement Agreement is an admission regarding the Defendants' views on the merits or class suitability of the Non-Settled Claims.

SECTION 8 – CERTIFICATION AND AUTHORIZATION

8.1 For Settlement Only

(1) The Parties consent to partial certification and/or authorization of the Settlement Class solely for the purposes of settling the Economic Loss Claims and the approval of this Partial Settlement Agreement by the Courts.

(2) The Plaintiffs agree that, in the motions for certification or authorization of the Settlement Class for settlement purposes and for the approval of this Partial Settlement Agreement, the only common issue that they will seek to define is the Common Issue and the only class that they will assert is the Settlement Class.

(3) The Defendants retain all of their objections, arguments, and defences with respect to partial class certification or authorization of the Settlement Class, and reserve all rights to contest class certification or authorization with respect to the claims for Economic Losses, if the settlement set forth in this Partial Settlement Agreement does not receive the Court's approval, if the Courts' approval is reverse or vacated on appeal, if this Partial Settlement Agreement is terminated as provided herein, or if the settlement set forth in this Partial Settlement Agreement otherwise fails to close. The Parties acknowledge that there has been no stipulation to any classes or certification or authorization of any classes for any purpose other than effectuating the settlement, and that if the settlement set forth in this Partial Settlement Agreement does not receive the Courts' final approval, if the Courts' approval is reversed or vacated on appeal, if this Partial Settlement Agreement is terminated as provided herein, or if the settlement set forth in this Partial Settlement Agreement fails to close, this agreement as to certification or authorization of the Settlement Class becomes null and void *ab initio*, and this Partial Settlement Agreement or any other settlement-related statement may not be cited regarding certification or authorization of the Partial Settlement Class, or in support of an argument for certifying or authorizing a class for any purpose related to the Proceedings.

(4) The Plaintiffs retain all of their rights and arguments, and the Defendants retain all of their objections, arguments, and defences with respect to certification or authorization of any Non-Settled Claims.

SECTION 9 – NOTICE TO SETTLEMENT CLASS

9.1 Notices Required

(1) The Proposed Settlement Class will be given pre-approval notice of this Settlement Agreement and (i) the certification of the BC Proceedings and the authorization of the Québec Proceedings for settlement purposes, (ii) the hearing(s) at which the BC Court and Quebec Court will be asked to approve the Settlement Agreement, and if brought contemporaneously, (iii) the requests to approve Class Counsel Fees.

(2) If this Partial Settlement Agreement is approved by all Courts, the Proposed Settlement Class shall be given notice of the certification and settlement approval hearing by the Settlement Notice Date and notice of the settlement approval if and when the settlement has been approved by the Courts.

(3) If this Partial Settlement Agreement is terminated, or otherwise fails to take effect, the Proposed Settlement Class shall be given notice of such event.

9.2 Form and Distribution of Notices

(1) The Notices described in Section 9.1 will be in the form attached as Schedule “H” (short form and long form) or as otherwise agreed by Class Counsel and the Defendants and approved by the BC Court and Quebec Court, or in a form ordered by the BC Court or Quebec Court.

(2) The Notice described in Section 9.1(2) will be in the form agreed by Class Counsel and the Defendants and approved by the BC Court and Quebec Court, or in a form ordered by the BC Court or Quebec Court.

(3) The Notices shall be disseminated in accordance with the proposed Notice Plan attached hereto as Schedule “J”, subject to approval as to form and content by the Courts.

(4) All reasonable costs associated with the publication of the Notices shall be paid from the Settlement Amount. Class Counsel will pay and be responsible for the publication of Notices and be reimbursed in full from the Settlement Amount after the payment of the Settlement Amount.

(5) If any court requires that additional notice(s) be published, the Parties agree that the costs shall be paid from the Settlement Amount and the terms of payment shall follow the same procedure as for the Notice of the settlement approval hearing.

(6) The Defendants shall not have any responsibility for the costs and/or publication or dissemination of the Notices or any additional notice(s) required by any court.

SECTION 10 – ADMINISTRATION AND IMPLEMENTATION

10.1 Mechanics of Administration

(1) Except to the extent provided for in this Partial Settlement Agreement, the mechanics of the implementation and administration of this Partial Settlement Agreement shall be determined by the Courts on motions brought by Class Counsel.

(2) Except as provided herein, Administration Expenses may only be paid out of the Trust Account after the Effective Date.

10.2 Information and Assistance

(1) Within 30 days after the orders by the Courts approving the notices described in Section 9.1(1) and certifying or authorizing the Proceedings for settlement purposes, the Defendants shall provide the Administrator with the data in their possession concerning contact information of every registrant and the serial numbers of the Products that they registered.

(2) The Administrator may use the information provided under Section 10.2(1):

(a) to facilitate the claims administration process with respect to this Partial Settlement Agreement and any other settlement agreement(s) achieved or court awards issued in the Proceedings; and

(b) as may be further agreed to by the parties and/or authorized by the Courts.

(3) All information provided by the Defendants pursuant to Section 10.2(1) shall be held in confidence by the Administrator. If this Partial Settlement Agreement is terminated, all information provided by the Defendants pursuant to Section 10.2(1) shall be returned to the Defendants and no record of the information provided shall be retained by the Administrator and/or Class Counsel in any form whatsoever.

SECTION 11 – CLASS COUNSEL FEES

(1) The Defendants shall not be liable for any fees, disbursements or taxes of Class Counsel, the Plaintiffs' or Settlement Class Members' respective lawyers, experts, advisors, agents, or representatives.

(2) The Administrator shall pay the costs of the Notices required by Section 9.1 and any costs of translation required by Section 12.11 from the Trust Account, as they become due. The Defendants shall not have any responsibility for the costs of the notices or translation.

(3) Class Counsel may bring an application to the BC Court and to the Quebec Court for approval of Class Counsel Fees contemporaneous with seeking approval of this Partial Settlement Agreement or at such other time thereafter as they determine in their discretion, or as directed by the Courts.

- (4) Class Counsel Fees will be awarded at the discretion of the BC Court.
- (5) The Defendants will not make submissions in relation to Class Counsel Fees.
- (6) The approval of Class Counsel Fees is not a material term of this Settlement Agreement and this Settlement Agreement shall not be contingent upon court approval of Class Counsel Fees. A separate order will be taken out dealing with Class Counsel Fees, and Class Counsel Disbursements.
- (7) Class Counsel Fees may only be paid out of the Settlement Amount after the Effective Date. No Class Counsel Fees shall be paid from the Trust Account prior to the Effective Date.
- (8) The Defendants shall not be liable for any fees, disbursements or taxes of any of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiffs or Settlement Class Members, any amounts to which the *Fonds* in Quebec may be entitled, or any lien of any Person on any payment to any Settlement Class Members from the Settlement Amount.

SECTION 12 – MISCELLANEOUS

12.1 Motions for Directions

- (1) Class Counsel or the Defendants may apply to the BC Court and/or such other courts as may be required by the Courts for directions in respect of the interpretation, implementation and administration of this Partial Settlement Agreement. Unless the Courts order otherwise, motions for directions that do not relate specifically to the matters affecting the Quebec Action shall be determined by the BC Court.
- (2) All motions contemplated by this Partial Settlement Agreement shall be on notice to the Parties.

12.2 Headings, etc.

- (1) In this Partial Settlement Agreement:
 - (a) the division of the Partial Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Partial Settlement Agreement; and

- (b) the terms “this Partial Settlement Agreement,” “hereof,” “hereunder,” “herein,” and similar expressions refer to this Partial Settlement Agreement and not to any particular section or other portion of this Partial Settlement Agreement.

12.3 Computation of Time

(1) In the computation of time in this Partial Settlement Agreement, except where a contrary intention appears,

- (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday as “holiday” is defined in the *Supreme Court Civil Rules*, BC Reg 168/2009, the act may be done on the next day that is not a holiday.

12.4 Ongoing Jurisdiction

(1) Subject to the Defendants’ rights to contest personal jurisdiction if this Partial Settlement Agreement is terminated or the Effective Date does not occur, each of the courts shall retain exclusive jurisdiction over the Proceeding commenced in its jurisdiction.

(2) No Party shall ask a court to make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complementary order or direction being made or given by the other court with which it shares jurisdiction over that matter.

(3) Notwithstanding Sections 12.4(1) and 12.4(2), the BC Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Partial Settlement Agreement and the Plaintiffs, Settlement Class Members and Defendants attorn to the jurisdiction of the BC Court for such purposes only and for no other purpose. Issues related to the administration of this Partial Settlement Agreement, the Trust Account, and other matters not specifically related to the Quebec Action shall be determined by the BC Court.

12.5 Governing Law

- (1) Subject to Section 12.5(2), this Partial Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.
- (2) Notwithstanding Section 12.5(1), for matters relating specifically to the Quebec Action, the Quebec Court shall apply the law of its own jurisdiction.

12.6 Entire Agreement

- (1) This Partial Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Partial Settlement Agreement, unless expressly incorporated herein.

12.7 Amendments

- (1) This Partial Settlement Agreement may not be modified or amended except in writing and on consent of all the Parties, and any such modification or amendment must be approved by the Court(s) with jurisdiction over the matter to which the amendment relates.

12.8 Binding Effect

- (1) This Partial Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, Settlement Class Members, the Defendants, the Releasors, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made by the Plaintiffs shall be binding upon all the Releasors and each and every covenant and agreement made by the Defendants shall be binding upon all of the Releasees.

12.9 Counterparts

- (1) This Partial Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and an electronic or PDF signature shall be deemed an original signature for purposes of executing this Partial Settlement Agreement.

12.10 Negotiated Agreement

(1) This Partial Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Partial Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Partial Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Partial Settlement Agreement.

12.11 Language

(1) The Parties acknowledge that they have required and consented that this Partial Settlement Agreement and all related documents be prepared in English; *les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais*. Nevertheless, Class Counsel and/or a translation firm selected by Class Counsel shall prepare a French translation of the Partial Settlement Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Partial Settlement Agreement, only the English version shall govern.

12.12 Transaction

(1) The present Partial Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Quebec*, and the Parties are hereby renouncing any errors of fact, of law and/or of calculation.

12.13 Recitals

(1) The recitals to this Partial Settlement Agreement are true and form part of the Partial Settlement Agreement.

12.14 Schedules

(1) The schedules annexed hereto form part of this Partial Settlement Agreement.

12.15 Acknowledgements

(1) Each of the Parties hereby affirms and acknowledges that:

- (a) Class Counsel is authorized to give consent, agreement or approval, where any provision or term of this Partial Settlement Agreement provides for such consent, agreement or approval, of the Plaintiffs
- (b) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Partial Settlement Agreement;
- (c) the terms of this Partial Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
- (d) the terms of this Partial Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
- (e) he, she or the Party's representative fully understands each term of the Partial Settlement Agreement and its effect; and
- (f) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of the Partial Settlement Agreement, with respect to the first Party's decision to execute this Partial Settlement Agreement.

12.16 Authorized Signatures

- (1) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Partial Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

12.17 Notice

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

For the Plaintiffs and for Class Counsel in the Proceedings:

Anthony Leoni
 RICE HARBUT ELLIOTT LLP
 980 Howe Street, Suite 820
 Vancouver, BC V6Z 0C8
 Tel: 604.682-3771
 Email: aleoni@rhelaw.com

Louis Sokolov
 SOTOS LLP
 55 University Avenue, Suite 600
 Toronto, ON M5J 2H7
 Tel: 416.977.0007
 Email: lsokolov@sotos.ca

Stephen Birman
 THOMSON ROGERS LLP
 300 Bay Street, Suite 3100
 Toronto, ON M5H 1W2
 Tel: 416.888.3137
 Email: sbirman@trlaw.com

Jeff Orenstein
 CONSUMER LAW GROUP INC.
 1030 rue Berri, Suite 102
 Montreal, QC H2L 4C3
 Tel: 514-266-7863
 Email: jorenstein@clg.org

For the Defendants:

James Sullivan K.C.
 BLAKE, CASSELS & GRAYDON LLP
 1133 Melville Street, Suite 3500
 Vancouver, BC ON M5L 1A9
 Tel: 604-631-3358
 email: james.sullivan@blakes.com

12.18 Date of Execution

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

For the Plaintiffs and for Class Counsel in the Proceedings:

Anthony Leoni
 RICE HARBUT ELLIOTT LLP
 980 Howe Street, Suite 820
 Vancouver, BC V6Z 0C8
 Tel: 604.682-3771
 Email: aleoni@rhelaw.com

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Jeff Orenstein
 CONSUMER LAW GROUP INC.
 1030 rue Berri, Suite 102
 Montreal, QC H2L 4C3
 Tel: 514-266-7863
 Email: jorenstein@clg.org

For the Defendants:

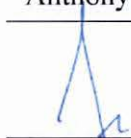
James Sullivan K.C.
 BLAKE, CASSELS & GRAYDON LLP
 1133 Melville Street, Suite 3500
 Vancouver, BC ON M5L 1A9
 Tel: 604-631-3358
 email: james.sullivan@blakes.com

JOHN MOREL on his own behalf and on behalf of the BC Settlement Class, by his counsel.

Name of Authorized Signatory:

Anthony Leoni

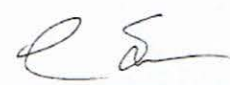
Signature of Authorized Signatory:


 Rice Harbut Elliott LLP
 BC Counsel

Name of Authorized Signatory:

Louis Sokolov

Signature of Authorized Signatory:


 Sotos LLP
 BC Counsel

Name of Authorized Signatory:

Signature of Authorized Signatory

 Thomson Rogers LLP
 BC Counsel

PATRICE ROY on his own behalf and on behalf of the Quebec Settlement Class, by his counsel:

Name of Authorized Signatory:

For the Defendants:

James Sullivan K.C.
 BLAKE, CASSELS & GRAYDON LLP
 1133 Melville Street, Suite 3500
 Vancouver, BC ON M5L 1A9
 Tel: 604-631-3358
 email: james.sullivan@blakes.com

JOHN MOREL on his own behalf and on behalf of the BC Settlement Class, by his counsel.

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Rice Harbut Elliott LLP
 BC Counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Sotos LLP
 BC Counsel

Name of Authorized Signatory: _____

Stephen Birman

Signature of Authorized Signatory _____

 [electronically signed]

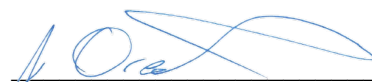
Thomson Rogers LLP
 BC Counsel

PATRICE ROY on his own behalf and on behalf of the Quebec Settlement Class, by his counsel:

Name of Authorized Signatory: _____

Jeff Orenstein

Signature of Authorized Signatory


 Consumer Law Group Inc.

Quebec Counsel

**KONINKLIJKE PHILIPS N.V. ,
 PHILIPS ELECTRONICS LTD.,
 PHILIPS NORTH AMERICA LLC,
 PHILIPS RS NORTH AMERICA LLC,
 AND RESPIRONICS INC.**

by their counsel:

Name of Authorized Signatory:

James Sullivan, KC

Signature of Authorized Signatory


 Blake, Cassels & Graydon LLP
 Counsel for the Defendants

SCHEDULE “A”
Proceedings and Settlement Class

Proceedings means BC Action, the Quebec Action, as well as all of the actions commenced in the other provinces, which include:

- *Gray v. Philips Electronics Ltd. et al.*, Ontario Court File No. CV-21-00665742-00CP, which was ordered temporarily stayed on consent on July 5, 2023;
- *Kehoe v Koninklijke Philips N.V. et al.*, Newfoundland and Labrador Court File No. 2021-01G-4594 CP, which was ordered temporarily stayed on consent;
- *Moore v. Koninklijke Philips N.V. et al.*, Nova Scotia Court File No. 507852, which was ordered temporarily stayed on consent; and
- *Nathanson v. Koninklijke Philips N.V. et al.*, British Columbia Supreme Court File No. S219249 (Vancouver Registry).

Proposed Settlement Class or Settlement Class (as appropriate depending on the stage of the settlement approval process) means all Persons in Canada or such portion of Canada as the parties may agree, who purchased and/or used one of the Products, including their family members and estates who purchased a Product on behalf of a class member, and who claim to have incurred an Economic Loss, but not including Excluded Persons.

SCHEDULE “B”
List of Products

	Description	Material Number
1	BiPAP Synchrony	CA1029756
2	BiPAP Synchrony Core Pkg	CA1029759
3	Trilogy 200 Ventilator	CA1032800
4	Trilogy 200 Ventilator - BT	CA1032800B
5	Trilogy100 Ventilator	CA1054096
6	Trilogy 100 Ventilator - BT	CA1054096B
7	BiPAP AVAPS C SERIES	CA1060486
8	BiPAP AVAPS C SERIES CORE PKG	CA1061419
9	BiPAP ST C SERIES	CA1061421
10	BiPAP ST C SERIES CORE PKG	CA1061423
11	BiPAP AVAPS C Series 30	CA1161X
12	BiPAP AVAPS C Series Core Package 30	CA1161XTS
13	REMstar W/SD Card HUMID	CA151HS
14	REMstar W/SD Card	CA151S
15	REMstar Plus C-Flex W/HUMID SD Card	CA251HS
16	REMstar Plus C-Flex W/SD Card	CA251S
17	REMstar Plus w/Hum SysOne 60Srs	CA261HS
18	REMstar Plus w/HT Hum Std Tube 60Srs	CA261NTS
19	REMstar Plus Sys One 60 Srs	CA261S
20	REMstar Plus w/HT Hum SysOne 60Srs	CA261TS
21	REMstar Pro C-Flex+ W/HUMID SD Card	CA451HS
22	REMstar Pro C-Flex+ W/SD Card	CA451S
23	REMstar Pro C-Flex+ BT SysOne 60Srs	CA461BT
24	REMstar ProC-Flex+Hum BT SysOne60Srs	CA461HBT
25	REMstar Pro C-Flex+w/Hum SysOne60Srs	CA461HS
26	REMstarProCFlex+HTHumStdTube BT 60Srs	CA461NTBT
27	REMstarProCFlex+w/HTHum stdtube 60Srs	CA461NTS
28	REMstar Pro C-Flex+ Sys One 60 Srs	CA461S
29	REMstarProCFlex+HTHum BT SysOne60Srs	CA461TBT
30	REMstar ProCFlex+w/HTHumSysOne 60Srs	CA461TS
31	REMstar Auto A-Flex W/HUMID SD Card	CA551HS
32	REMstar Auto A-Flex W/SD Card	CA551S
33	REMstar Auto A-Flex BT SysOne 60Srs	CA561BT
34	REMstar AutoA-FlexHum BT SysOne60Srs	CA561HBT

35	REMstar AutoA-Flex w/Hum SysOne60Srs	CA561HS
36	REMstarAuto HTHum StdTube BT 60Srs	CA561NTBT
37	REMstarAuto w/HT Hum std.tube 60 Srs	CA561NTS
38	REMstar Auto A-Flex Sys One 60 Srs	CA561S
39	REMstar Auto HTHum BT SysOne 60Srs	CA561TBT
40	REMstar Auto w/HT Hum Sys One 60 Srs	CA561TS
41	BiPAP Pro BiFlex W/SD Card HUMID	CA651HS
42	BiPAP Pro BiFlex W/SD Card	CA651S
43	BiPAP Pro BiFlex Hum BT SysOne 60Srs	CA661HBT
44	BiPAP Pro BiFlex w/Hum Sys One 60Srs	CA661HS
45	BiPAP Pro BiFlex w/HTHumStdTube60Srs	CA661NTS
46	BiPAP Pro BiFlex Sys One 60 Srs	CA661S
47	BiPAP ProBiFlex HTHum BT SysOne60Srs	CA661TBT
48	BiPAP Pro BiFlex w/HTHum SysOne60Srs	CA661TS
49	BiPAP Auto BiFlex W/SD Card HUMID	CA751HS
50	BiPAP Auto BiFlex W/SD Card	CA751S
51	BiPAP Auto BiFlex BT Sys One 60Srs	CA761BT
52	BiPAP Auto BiFlex Hum BT SysOne60Srs	CA761HBT
53	BiPAP Auto BiFlex w/Hum SysOne 60Srs	CA761HS
	BiPAP Auto BiFlex	
54	w/HTHumStdTube60Srs	CA761NTS
55	BiPAP Auto BiFlex Sys One 60 Srs	CA761S
	BiPAP AutoBiFlex HTHum BT	
56	SysOne60Srs	CA761TBT
	BiPAP Auto BiFlex w/HTHum	
57	SysOne60Srs	CA761TS
	BiPAP autoSV ADV SYSTEM ONE	
58	W/HUMID	CA951HS
	BiPAP autoSV ADVANCED SYSTEM	
59	ONE	CA951S
60	BiPAP autoSV ADV w/Hum Sys One 60Srs	CA961HS
	BiPAP autoSV ADVw/HTHum StdTube	
61	60Srs	CA961NTS
62	BiPAP autoSV ADV Sys One 60 Srs	CA961S
	BiPAP autoSV ADVw/HTHum SysOne	
63	60Srs	CA961TS
64	BiPAP autoSV ADV w/Hum 60Srs 30cm	CA961XHS
65	BiPAP autoSV ADV 60 Srs 30cm	CA961XS
	BiPAP autoSV ADV w/HTHum 60Srs	
66	30cm	CA961XTS
67	DreamStation Go CPAP w/Humid	CAG400H12
68	DreamStation Go w/BT	CAG400S12
69	DreamStation Go Auto CPAP w/Humid	CAG500H12
70	DreamStation Go Auto w/BT	CAG500S12

71	DreamStation BiPAP AVAPS30 AAM H	CAX1130H12
72	DreamStation BiPAP AVAPS30 AAM H/C	CAX1130H12C
73	DreamStation BiPAP AVAPS30 AAM	CAX1130S12
74	DreamStation BiPAP AVAPS30 AAM H/HT	CAX1130T12
75	DreamStation BiPAP AVAPS30 AAM H/HT/C	CAX1130T12C
76	DreamStation BiPAP AVAPS30 AAM H/HT/W	CAX1130T12W
77	DreamStation CPAP w/Humid	CAX200H12
78	DreamStation CPAP	CAX200S12
79	DreamStation CPAP w/Humid/HT	CAX200T12
80	DreamStation CPAP Pro w/Humid	CAX400H12
81	DreamStation CPAP Pro w/Hum/Cell	CAX400H12C
82	DreamStation CPAP Pro w/Hum/WiFi	CAX400H12W
83	DreamStation CPAP Pro	CAX400S12
84	DreamStation CPAP Pro w/Humid/HT	CAX400T12
85	DreamStation CPAP Pro w/Hum/HT/Cell	CAX400T12C
86	DreamStation CPAP Pro w/Hum/HT/WiFi	CAX400T12W
87	DreamStation Auto CPAP w/Humid	CAX500H12
88	DreamStation Auto CPAP w/Hum/Cell	CAX500H12C
89	DreamStation Auto CPAP w/Hum/WiFi	CAX500H12W
90	DreamStation Auto CPAP	CAX500S12
91	DreamStation Auto CPAP w/Humid/HT	CAX500T12
92	DreamStation Auto CPAP w/Hum/HT/Cell	CAX500T12C
93	DreamStation Auto CPAP w/Hum/HT/WiFi	CAX500T12W
94	DreamStation Expert w/Hum	CAX501H12
95	DreamStation Expert w/Hum/Cell	CAX501H12C
96	DreamStation Expert w/Hum/HT	CAX501T12
97	DreamStation Expert w/Hum/HT/Cell	CAX501T12C
98	DreamStation Expert w/Hum/HT/WiFi	CAX501T12W
99	DreamStation BiPAP Pro w/Humid	CAX600H12
100	DreamStation BiPAP Pro w/Hum/Cell	CAX600H12C
101	DreamStation BiPAP Pro w/Hum/WiFi	CAX600H12W
102	DreamStation BiPAP Pro	CAX600S12
103	DreamStation BiPAP Pro w/Humid/HT	CAX600T12
104	DreamStation BiPAP Pro w/Hum/HT/Cell	CAX600T12C
105	DreamStation Auto BiPAP w/Humid	CAX700H12
106	DreamStation Auto BiPAP w/Hum/Cell	CAX700H12C
107	DreamStation Auto BiPAP w/Hum/WiFi	CAX700H12W
108	DreamStation Auto BiPAP	CAX700S12
109	DreamStation Auto BiPAP w/Humid/HT	CAX700T12
110	DreamStation Auto BiPAP/Hum/HT/Cell	CAX700T12C

111	DreamStation Auto BiPAP/Hum/HT/WiFi	CAX700T12W
112	DreamStation BiPAP autoSV H	CAX900H12
113	DreamStation BiPAP autoSV	CAX900S12
114	DreamStation BiPAP autoSV H/HT	CAX900T12
115	DreamStation BiPAP autoSV H/ HT/C	CAX900T12C
116	DreamStation Go w/BT DOM	DSG400S11
117	DreamStation Go Auto w/BT DOM	DSG500S11
118	Trilogy 200 Ventilator	R1040005
119	OmniLab ADV Plus w/HTHum	R1111124
120	Trilogy 200 Ventilator	U1040005
121	Trilogy100 Ventilator	U1054096
122	Trilogy100 Ventilator	U1054260
123	BiPAP AVAPS C SERIES	U1060485
124	OmniLab ADV Plus w/HTHum	U1111124
125	DreamStation Auto CPAP	UDSX500S11
126	BiPAP AVAPS C SERIES	1060485
127	BiPAP AVAPS C SERIES CORE PKG	1061418
128	BiPAP ST C SERIES CORE PKG	1061422
129	BiPAP AVAPS C SERIES	1060486
130	OmniLab Advanced Plus w/HTHum	1111124
131	OmniLab Advanced Plus	1111122
132	OmniLab Advanced Plus w/Hum	1111123
133	BiPAP A30 Core Pkg	1076578
134	BiPAP A30	1076577
135	BiPAP A30 Heated Tube Core Pkg	1111148
136	BiPAP A30	1111147
137	Trilogy100 Ventilator	1054096
138	BiPAP A40	1076579
139	BiPAP A40 Heated Tube Core Pkg	1111174
140	BiPAP A40	1111173
141	BiPAP Auto SV w/ Smartcard	1044114
142	BiPAP Auto SV w/ Smartcard Core	1044235
143	BiPAP autoSV Advanced w/SC Core	1044289
144	BiPAP autoSV Advanced w/Smartcard	1044288
145	BiPAP AVAPS U.S.A. Core Package	1029750

**SCHEDULE “C”
BC Order – Notice and Consent Certification**

ACTION NO. S216008

VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

JOHN MOREL

PLAINTIFF

AND:

KONINKLIJKE PHILIPS N.V., PHILIPS ELECTRONICS LTD., PHILIPS NORTH
AMERICA LLC, PHILIPS RS NORTH AMERICA LLC, AND RESPIRONICS INC.

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

BEFORE } THE HONOURABLE JUSTICE KER } <@>

ON THE APPLICATION of the plaintiff, John Morel; coming on for hearing in person at the Courthouse at 800 Smithe Street Vancouver, BC on <@> by MS Teams; and on hearing Anthony Leoni and <@> for the plaintiff; and <@><@><@><@>.

AND ON READING all materials filed and on hearing the submissions of counsel, and BY CONSENT of all parties;

THIS COURT ORDERS that:

1. For the purposes of the Order, except to the extent that they are modified in this Order, the definitions set out in the partial settlement agreement dated <@> (“**Partial Settlement Agreement**”), and attached as **Schedule A** to this Order, apply to and are incorporated into this Order;
2. The Economic Loss Claims in this Action are certified as a class proceeding as against the Defendants for settlement purposes only;
3. The form and content of the Notice of Certification and Proposed Partial Settlement Approval Hearing (“**Pre-Approval Notice**”) is approved in the form set out as **Schedule H** to the Partial Settlement Agreement;
4. “Settlement Class” or “Settlement Class Members” is defined as: All persons in Canada who purchased and/or used one of the Products, including their family members and estates who purchased a Product on behalf of a class member, and who claim to have incurred an Economic Loss, but not including Excluded Persons, as defined in the Partial Settlement Agreement;
5. John Morel is appointed the representative plaintiff on behalf of the Settlement Class, without intending to restrict the jurisdiction of the Superior Court of Quebec to appoint another class representative in the context of joint approval of a partial national settlement;
6. Rice Harbut Elliott LLP, Thomson Rogers Lawyers and Sotos LLP are appointed class counsel on behalf of the Class (“**Class Counsel**”);
7. KPMG Inc. shall be appointed as Claims Administrator on behalf of the Class;
8. Pre-Approval Notice shall be distributed to Class Members in accordance with the Notice Plan attached as **Schedule J** of the Partial Settlement Agreement.
9. The procedure by which any Person can opt out of this Action as set out Section 4.2 of the Partial Settlement Agreement is hereby approved;
10. Any Person who opts out of this Partial Settlement in accordance with Section 4.2 to this Partial Settlement Agreement shall be excluded from the Settlement Class;
11. Any Person who does not opt out of this Partial Settlement by the Opt Out Deadline and in accordance with the Partial Settlement Agreement may not subsequently opt out without leave of court, and will be bound by the Partial Settlement and/or any subsequent court decision or any settlement of the Economic Loss Claims reached by the parties and approved by the Court;
12. The hearing date for the approval of the Partial Settlement Agreement (“**Settlement Approval Hearing**”) is hereby set for <@>, in person / by MS-Teams;

13. The procedure by which any Person can file an Objection and Notice of Intention to Appear at the Settlement Approval Hearing as set out in Section 4.1 of the Partial Settlement Agreement is hereby approved;
14. If the Partial Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order, including partial certification for settlement purposes only, shall be set aside and declared null and void and of no force or effect without the need for any further order of this Court;
15. The following common issue is hereby approved solely for the purposes of this Consent Partial Certification: <@>

Have Proposed Settlement Class Members suffered any alleged Economic Losses as a result of the recall and if so, what alleged Economic Loss has been sustained?

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Class Counsel
Anthony Leoni

Signature of Lawyer for the Defendants,
<@>

<@>

By the Court

Registrar

SCHEDULE A

[Partial Settlement Agreement]

SCHEDULE B

[Notice of Certification and Partial Settlement Approval Hearing]

SCHEDULE “D”
Quebec Order – Notice and Authorization

SUPERIOR COURT
(Class Action)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N^o: 500-06-001154-216

DATE: , 2025

BY: THE HONOURABLE , J.S.C.

PATRICE ROY

Plaintiff

v.

RESPIRONICS, INC.

and

PHILIPS ELECTRONICS LTD..

Defendants

JUDGMENT
(NOTICE APPROVAL)

[1] **CONSIDERING** Plaintiff’s Application to Authorize the Bringing of a Class Action and to Appoint the Plaintiff as Representative Plaintiff dated July 9, 2021;

[2] **CONSIDERING** Plaintiff’s Application for: (a) Partial Authorization of the Class Action for Settlement Purposes Only; (b) Approval of the Notice of Partial Settlement Approval Hearings;

(b) Approval of the Notice Plan; (c) Approval of the Opt-Out Form; and (d) Appointment of the Claims Administrator (the “Application”);

[3] **CONSIDERING** the materials filed in the Court record, including the Partial Settlement Agreement entered into by the Parties on <@>, 2025;

[4] **CONSIDERING** the submissions of counsel for the Plaintiff and counsel for the Defendants;

[5] **CONSIDERING** that the Parties all consent to this Judgment;

[6] **CONSIDERING** articles 574, 575, 576, 579, 580, 581, 585, 590, and 591 of the *Code of Civil Procedure*;

POUR CES MOTIFS, LE TRIBUNAL :	WHEREFORE, THE COURT:
[7] ACCUEILLE la présente Demande ;	GRANTS the present Application;
[8] ORDONNE que, sauf indication contraire, les termes commençant par une majuscule dans le présent Jugement ont la définition qui leur est donnée dans l’Entente de règlement partiel;	ORDERS that except as otherwise stated, the capitalized terms in this Judgment have the definitions set out in the Partial Settlement Agreement;
[9] AUTORISE la présente action collective en ce qui concerne les réclamations pour Pertes économiques contre les Défendeurs à des fins de règlement partiel uniquement;	AUTHORIZES the present class action in respect of the claims for Economic Losses as against the Defendants for partial settlement purposes only;
[10] ATTRIBUE au demandeur aux fins de règlement partiel seulement le statut de représentant du groupe ci-après décrit: « Toutes les personnes au Québec qui ont acheté et/ou utilisé l’un des Produits, y compris les membres de leur famille et leur succession qui ont acheté un Produit au nom d’un membre du groupe, et qui prétendent avoir subi une Perte économique, à l’exclusion des Personnes exclues; »	APPOINTS for the purposes of partial settlement only the Plaintiff as representative plaintiff of the following class: “All persons in Quebec who purchased and/or used one of the Products, including their family members and estates who purchased a Product on behalf of a class member, and who claim to have incurred an Economic Loss, but not including Excluded Persons;”
[11] IDENTIFIE aux fins de règlement partiel seulement la question suivante à traiter collectivement:	IDENTIFIES for the purpose of partial settlement only, the following issue to be dealt with collectively:

Les Membres du groupe de règlement proposé ont-ils subi des Pertes économiques alléguées à la suite du Rappel et, dans l'affirmative, quelles Pertes économiques alléguées ont été subies?	Have Proposed Settlement Class Members suffered any alleged Economic Losses as a result of the Recall and if so, what alleged Economic Loss has been sustained?
[12] ORDONNE que l'Audience d'approbation du règlement partiel ait lieu à une date et à une heure fixées par le Tribunal;	ORDERS that the Partial Settlement Approval Hearing shall take place on a date and time to be set by the Court;
[13] APPROUVE la forme et le contenu de l'Avis d'audiences d'approbation de règlement partiel en anglais et en français, essentiellement dans les formes jointes à la Pièce R-2 (l'« Avis abrégé ») et à la Pièce R-3 (l'« Avis détaillé »);	APPROVES the form and content of the Notice of Partial Settlement Approval Hearings in both English and French substantially in the forms as Exhibit R-2 (the “Short Form Notice”) and Exhibit R-3 (the “Long Form Notice”);
[14] ORDONNE que l'Avis d'audiences d'approbation de règlement partiel soit publié et diffusés conformément au Plan de notification, Pièce R-4 ;	ORDERS that the Notice of Partial Settlement Approval Hearings shall be published and disseminated in accordance with the Notice Plan, Exhibit R-4 ;
[15] ORDONNE que la forme de l'Avis d'audiences d'approbation du règlement partiel ainsi que le mode de leur diffusion tel qu'il est indiqué dans le Plan de notification, constituent un avis suffisant à toutes les personnes ayant droit à un avis et satisfont aux exigences de notification en vertu des articles 581 et 590 C.p.c. ;	ORDERS that the form of the Notice of Partial Settlement Approval Hearings and the manner of their dissemination as set out in the Notice Plan, constitute sufficient notice to all persons entitled to notice and satisfies the requirements of notice under sections 581 and 590 C.C.P.;
[16] APPROUVE le Formulaire d'exclusion, Pièce R-5 ;	APPROVES the Opt-Out Form, Exhibit R-5 ;
[17] ORDONNE que les personnes qui seraient autrement Membres du groupe puissent s'exclure de cette instance en envoyant un Formulaire d'exclusion dûment rempli au plus tard le XX, 2025 ;	ORDERS that persons who would otherwise be Class Members may exclude themselves from this proceeding by sending a fully completed Opt-Out Form no later than XX, 2025 ;
[18] FIXE la date limite de toute opposition à l'Entente de règlement partiel par un Membre du groupe au plus tard au XX, 2025 ;	SETS the deadline for Class Members to object to the Partial Settlement Agreement at no later than XX, 2025 ;

[19] ORDONNE que la date et l'heure de l'Audience d'approbation du règlement partiel soient indiquées dans l'Avis d'audiences d'approbation du règlement, mais qu'elles puissent faire l'objet d'un ajournement par ce Tribunal sans autre publication d'un avis aux Membres du groupe que l'affichage de toute nouvelle date et heure de cette audience sur le Site Web du règlement établi et maintenu par l'Administrateur des réclamations ;	ORDERS that the date and time of the Partial Settlement Approval Hearing shall be set forth in the Notice of Partial Settlement Approval Hearings, but may be subject to adjournment by this Court without further publication of any notice to Class Members other than by posting any new date and time for that hearing on the Settlement Website established and maintained by the Claims Administrator;
[20] ORDONNE que KPMG LLP soit nommé Administrateur des réclamations pour administrer le règlement partiel proposé, y compris le traitement des exclusions et la coordination de l'Avis d'audiences d'approbation du règlement partiel;	ORDERS that KPMG LLP be appointed as Claims Administrator to administer the proposed Partial Settlement, including processing opt outs and coordinating the Notice of Partial Settlement Approval Hearings;
[21] ORDONNE que si l'Entente de règlement partiel n'est pas approuvée, si elle est résiliée conformément à ses termes ou si elle ne prend pas effet pour quelque raison que ce soit, le présent Jugement et tous les Formulaires d'exclusion délivrés en vertu du présent Jugement seront annulés et déclarés nuls et nonavenus et sans effet, sans qu'il soit nécessaire d'obtenir une autre ordonnance de ce Tribunal ;	ORDERS that if the Partial Settlement Agreement is not approved, if it is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Judgment, and all Opt-Out Forms delivered pursuant to this Judgment, shall be set aside and declared null and void and of no force or effect, without the need for any further order of this Court;
[22] ORDONNE que le présent Jugement est subordonné à une ordonnance parallèle rendue par la Cour suprême de la Colombie-Britannique et que les termes de ce Jugement ne seront pas en vigueur tant qu'une telle ordonnance n'aura pas été rendue par la Cour suprême de la Colombie-Britannique ;	ORDERS that this Judgment is contingent upon a parallel order being made by the Supreme Court of British Columbia and the terms of this Judgment shall not be effective unless and until such an order is made by the Supreme Court of British Columbia;
[23] LE TOUT sans frais de justice.	THE WHOLE without legal costs.

	 , J.S.C.
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Me Jeff Orenstein
CONSUMER LAW GROUP INC.
Attorneys for the Plaintiff

Me Ariane Bisailon
BLAKES, CASSELS & GRAYDON LLP
Attorneys for Defendants

SCHEDULE “E”
B.C. Order – Partial Settlement Approval

ACTION NO. S216008
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

JOHN MOREL

PLAINTIFF

AND:

KONINKLIJKE PHILIPS N.V., PHILIPS ELECTRONICS LTD., PHILIPS NORTH
AMERICA LLC, PHILIPS RS NORTH AMERICA LLC, AND RESPIRONICS INC.

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

BEFORE } THE HONOURABLE JUSTICE KER } <@>

ON THE APPLICATION of the plaintiff, John Morel; coming on for hearing in person at the Courthouse at 800 Smithe Street Vancouver, BC on <@> by MS Teams; and on hearing Anthony Leoni and <@> for the plaintiff; and <@><@><@><@>.

AND ON READING all materials filed and on hearing the submissions of counsel, and **BY CONSENT** of all parties;

THIS COURT ORDERS that:

1. THIS COURT ORDERS that the terms of the Partial Settlement Agreement reached between the parties as set out in the Partial Settlement Agreement attached as **Schedule “A”** to this Order are hereby approved and that all capitalized terms in this Order have the same meaning as defined in such Partial Settlement Agreement;
2. THIS COURT ORDERS AND DECLARES that the Partial Settlement Agreement is fair, reasonable and in the best interest of the Class;
3. THIS COURT ORDERS AND DECLARES that, in accordance with the Partial Settlement Agreement, the Economic Loss claims in this action were certified on consent as a class proceeding, subject to the terms and conditions of this Partial Settlement Agreement, including for settlement purposes only, the Defendants’ express reservation of rights to contest certification or authorization of any other related or unrelated proceedings and their rights to defend on the merits any other related or unrelated proceedings;
4. THIS COURT ORDERS AND DECLARES that the Releasors have fully and finally released and forever discharged the Releasees from the Released Claims, in keeping with section 6 of the Partial Settlement Agreement;
5. THIS COURT ORDERS AND DECLARES that the Releasors are barred, prohibited, and enjoined from making any action, suit, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim or, if the Economic Loss Claims are not certified or authorized, the continuation of the Economic Loss Claims asserted in the Proceedings on an individual basis, as set out in paragraph 6.1 of the Partial Settlement Agreement;
6. THIS COURT ORDERS AND DECLARES that that this Court retains continuing exclusive jurisdiction over the Parties and the Class to administer, supervise, construe, and enforce this Partial Settlement Agreement;
7. THIS COURT ORDERS AND DECLARES that the parties may bring such motions to this Court for directions as may be required in relation to the implementation, administration, interpretation, and enforcement of the Partial Settlement Agreement; and
8. THIS COURT ORDERS that all claims in the Action related to the Economic Losses are hereby dismissed with prejudice against each of the Defendants and Third Parties, on a without costs basis, and each Class Member shall be deemed to irrevocably consent to such dismissal.
9. THIS COURT ORDERS that the form and content of the Notice of Settlement Approval (“**Approval Notice**”) is approved in the form set out as **Schedule B** to this Order;

10. THIS COURT ORDERS that Approval Notice shall be distributed to Class Members in accordance with the Plan of Notice attached as **Schedule J** of the Partial Settlement Agreement.
11. THIS COURT ORDERS that Approval Notice distributed to known Class Members by email addresses obtained from the Defendants will state that the Court has ordered that such notice be conveyed in this matter based on contact information the Court ordered the Defendants provide;

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Class Counsel
Anthony Leoni

Signature of Class Counsel
Louis Sokolov

Signature of Class Counsel
Stephen Birman

Lawyer for the Defendant

By the Court

Registrar

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Class Counsel
Anthony Leoni

Signature of Lawyer for the Defendants,

<@>

<@>

By the Court

Registrar

SCHEDULE A

[Partial Settlement Agreement]

SCHEDULE B

[Notice of Proposed Settlement and Settlement Approval Hearing]

SCHEDULE “F”
Quebec Order – Partial Settlement Approval

SUPERIOR COURT
(Class Action)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N^o: 500-06-001154-216

DATE: , 2025

BY: THE HONOURABLE , J.S.C.

PATRICE ROY

Plaintiff

v.

RESPIRONICS, INC.

and

PHILIPS ELECTRONICS LTD..

Defendants

JUDGMENT
(PARTIAL SETTLEMENT APPROVAL)

[1] **CONSIDERING** Plaintiff’s Application to Authorize the Bringing of a Class Action and to Appoint the Plaintiff as Representative Plaintiff dated July 9, 2021;

[2] **CONSIDERING** Plaintiff's Application for Approval of: (a) the Partial Settlement Agreement; (b) the Notice of Partial Settlement Approval; (b) the Notice Plan; (c) Class Counsel Fees and Disbursements (the "Application");

[3] **CONSIDERING** the materials filed in the Court record, including the Partial Settlement Agreement entered into by the Parties on XX, 2025;

[4] **CONSIDERING** the submissions of counsel for the Plaintiff and counsel for the Defendants;

[5] **CONSIDERING** that by Judgment rendered on XX, 2025, this Court approved the Notice of Partial Settlement Approval Hearings, both in English and in French, and the said notices were disseminated and published as ordered by this Court;

[6] **CONSIDERING** that the time for opting out has passed and there are ___ opt outs;

[7] **CONSIDERING** that the deadline for objecting to the Partial Settlement Agreement has passed and there were ___ objections to the Partial Settlement Agreement;

[8] **CONSIDERING** that the Defendants have paid the Partial Settlement Amount into the Trust Account;

[9] **CONSIDERING** that the Application has been notified to the *Fonds d'aide aux actions collectives*;

[10] **CONSIDERING** that while the Partial Settlement Agreement is entered on the basis that the partial settlement does not constitute an admission of liability, and the Defendants expressly deny liability and the truth of the Plaintiff's allegations, the parties having considered the risks and uncertainties associated with further proceedings and have consented to the Judgment requested;

[11] **CONSIDERING** that the Defendants do not contest to the Plaintiff's Application;

[12] **CONSIDERING** articles 590 and 593 of the *Code of Civil Procedure*;

POUR CES MOTIFS, LE TRIBUNAL :	FOR THESE REASONS, THE COURT:
[13] ACCUEILLE la présente Demande;	GRANTS the present Application;
[14] DÉCLARE que, sauf indication contraire, les termes commençant par une majuscule dans le présent Jugement ont la définition qui leur est donnée dans l'Entente de règlement partiel;	DECLARES that for the purposes of this Judgment, the definitions set out in the Partial Settlement Agreement apply to and are incorporated into this Judgment;

[15] DÉCLARE que l'Entente de règlement partiel est juste, raisonnable et dans le meilleur intérêt des Membres du groupe;	DECLARES that the Partial Settlement Agreement is fair, reasonable and in the best interests of Class Members;
[16] APPROUVE l'Entente de règlement partiel en vertu de l'article 590 C.p.c.;	APPROVES the Partial Settlement Agreement pursuant to article 590 C.C.P.;
[17] DÉCLARE que l'Entente de règlement partiel constitue une transaction au sens de l'article 2631 du <i>Code civil du Québec</i> ;	DECLARES that the Partial Settlement Agreement constitutes a transaction within the meaning of article 2631 of the <i>Civil Code of Quebec</i> ;
[18] ORDONNE que l'Entente de règlement partiel soit mise en œuvre conformément à ses termes;	ORDERS that the Partial Settlement Agreement shall be implemented in accordance with its terms;
[19] DÉCLARE les Honoraires des avocats du groupe au montant de XX \$, plus les débours au montant de XX \$, et les taxes de vente applicables (« Honoraires et débours des Avocats du groupe ») sont justes et raisonnables;	DECLARES that Class Counsel Fees in the amount of \$XX, plus disbursements in the amount of \$XX, and applicable sales taxes ("Class Counsel Fees and Disbursements") are fair and reasonable;
[20] APPROUVE les Honoraires et débours des avocats du groupe en vertu de l'article 593 C.p.c.;	APPROVES Class Counsel Fees and Disbursements pursuant to article 593 C.C.P.;
[21] APPROUVE la forme et le contenu de l'Avis d'approbation du règlement partiel, essentiellement dans la forme jointe à l'Annexe « B » de l'Entente de règlement partiel;	APPROVES the form and content of the Partial Settlement Approval Notice, substantially in the form attached as Schedule "B" to the Partial Settlement Agreement;
[22] ORDONNE que l'Avis d'approbation du règlement partiel soit publié et diffusé conformément au Plan de diffusion jointe à l'Annexe « E » de l'Entente de règlement partiel;	ORDERS that the Partial Settlement Approval Notice shall be published and disseminated in accordance with the Notice Plan attached as Schedule "E" to the Partial Settlement Agreement;
[23] ORDONNE que, conformément à l'Entente de règlement partiel, cette procédure soit partiellement autorisée sur consentement en tant qu'action collective, sous réserve des conditions de cette Entente de règlement partiel, y compris la réserve expresse des droits	ORDERS that, in accordance with the Partial Settlement Agreement, this proceeding was partially authorized on consent as a class proceeding, subject to the terms and conditions of this Partial Settlement Agreement, including the Defendants' express reservation of rights to

des Défendeurs de contester la certification ou l'autorisation de toute autre procédure connexe ou non connexe et leurs droits de défendre sur le fond toute autre procédure connexe ou non connexe ;	contest certification or authorization of any other related or unrelated proceedings and their rights to defend on the merits any other related or unrelated proceedings;
[24] ORDONNE que les Renonciateurs aient entièrement et définitivement libéré les Renonciataires des réclamations abandonnées, conformément à l'article 6 de l'Entente de règlement partiel;	ORDERS that the Releasors have fully and finally released and forever discharged the Releasees from the Released Claims, in keeping with section 6 of the Partial Settlement Agreement;
[25] ORDONNE que les Renonciateurs soient empêchés, interdits et enjoins d'intenter toute action, poursuite, cause d'action, réclamation ou demande contre tout Renonciataire, ou toute autre Personne qui pourrait réclamer une contribution ou une indemnité ou d'autres Réclamations à l'égard de tout Renonciataire, en ce qui concerne toute Réclamation quittancée, à l'exception de la poursuite des Procédures contre les Non-Défendeurs ou les co-conspirateurs présumés non nommés qui ne sont pas des Renonciataires ou, si les Procédures ne sont pas certifiées ou autorisées, la poursuite des réclamations revendiquées dans les Procédures sur une base individuelle ou autrement contre tout Défendeur non-déclarant ou co-conspirateur non nommé qui n'est pas un Renonciataire, comme indiqué au paragraphe 6.3 de l'Entente de règlement partiel;	ORDERS that the Releasors are barred, prohibited, and enjoined from making any action, suit, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Defendants or unnamed alleged co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasees, as set out in paragraph 6.3 of the Partial Settlement Agreement;
[26] ORDONNE que les parties puissent présenter à ce Tribunal les requêtes pour obtenir les directives nécessaires à la mise en œuvre, à l'administration, à l'interprétation et à l'exécution de l'Entente de règlement partiel;	ORDERS that the parties may bring such motions to this Court for directions as may be required in relation to the implementation, administration, interpretation, and enforcement of the Partial Settlement Agreement
[27] ORDONNE que toutes les réclamations dans l'Action liées aux Pertes économiques soient par la présente réglées avec préjudice contre chacun des Défendeurs et des Tiers parties, sans frais, et que chaque Membre du	ORDERS that all claims in the Action related to the Economic Losses are hereby settled with prejudice against each of the Defendants and Third Parties, on a without costs basis, and each Class Member shall be deemed to irrevocably consent to such settlement;

groupe soit réputé consentir irrévocablement à ce règlement ;	
[28] ORDONNE que le Demandeur et les Défenderesses puissent, sur simple avis à la Cour, mais sans qu'une autre ordonnance de la Cour ne soit nécessaire, convenir de prolongations raisonnables de délai pour mettre en œuvre toute disposition de l'Entente de règlement partiel;	ORDERS that the Plaintiff and the Defendants may, on notice to the Court, but without the need for further order of the Court, agree to reasonable extensions of time to carry out any provisions of the Partial Settlement Agreement;
[29] ORDONNE qu'à la Date de prise d'effet, l'Action soit réglée à l'encontre de tous les Défendeurs conformément à l'Entente de règlement partiel et sans frais;	ORDERS that upon the Effective Date, the Action shall be settled against all Defendants according to the Partial Settlement Agreement and without costs;
[30] ORDONNE que l'Avis d'approbation du règlement distribué aux Membres du groupe connus par les adresses électroniques obtenues des Défendeurs indique que la Cour a ordonné qu'un tel avis soit transmis dans cette affaire sur la base des informations de contact que la Cour a ordonné aux Défendeurs de fournir ;	ORDERS that Approval Notice distributed to known Class Members by email addresses obtained from the Defendants will state that the Court has ordered that such notice be conveyed in this matter based on contact information the Court ordered the Defendants provide;
[31] LE TOUT sans frais de justice.	THE WHOLE without legal costs.

_____,
J.S.C.

Me Jeff Orenstein
CONSUMER LAW GROUP INC.
Attorneys for the Plaintiff

Me Ariane Bisailon
BLAKES, CASSELS & GRAYDON LLP
Attorneys for the Defendants

**SCHEDULE “G”
Distribution Protocol**

ACTION NO. S216008
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

JOHN MOREL

PLAINTIFF

AND:

KONINKLIJKE PHILIPS N.V., PHILIPS ELECTRONICS LTD., PHILIPS
NORTH AMERICA LLC, PHILIPS RS NORTH AMERICA LLC, AND
RESPIRONICS INC.

DEFENDANTS

CLAIMS ADMINISTRATION PROCEDURE AND DISTRIBUTION PROTOCOL

A partial class action settlement relating to the Economic Loss Claims has been reached in *Morel v. Koninklijke Philips N.V. et al.*, S.C.B.C. No. VLC S-216008 and *Roy v Respironics Inc. et al.*, No. 500-06-001154-216. The proposed settlement, legal fees, and claims administration procedure and distribution protocol (the “**Distribution Protocol**”) must be approved by the Court to become binding.

Class Counsel have provided this Distribution Protocol, subject to the approval of the Court, for the allocation of damages to Settlement Class Members that meet the eligibility criteria set out herein. The Defendants have had the role in the determination of Settlement Class Members’ eligibility to participate in the Partial Settlement or the allocation of benefits available to Settlement Class Members.

This document sets out the proposed Distribution Protocol that Class Counsel will seek to have approved by the courts.

SECTION 1 – DEFINITIONS

1. The definitions set out in the partial settlement agreement dated February ___, 2024 (“**Partial Settlement Agreement**”), apply to, and are incorporated in, the Distribution Protocol.

2. Further terms used in the Distribution Protocol and not defined in the Partial Settlement Agreement have the following definitions:

- (a) **Acknowledgement Letter** means a letter from the Claims Administrator to a Claimant, acknowledging receipt of the Claimant's Claim Package. The Acknowledgement Letter is to be sent within seven (7) days of receipt of the Claimant's Claim Package
- (b) **Approved Claim** means a Claimant's Claim for a Compensatory Payment approved by the Claims Administrator.
- (c) **Claim** means a claimant's request for a Compensatory Payment under the distribution protocol.
- (d) **Claims Administrator** means _____.
- (e) **Claimant** means any Settlement Class Member who follows the Claim Administration Procedure to request a Compensatory Payment. For greater certainty, Claimant includes Settlement Class Members who are living and where a Settlement Class Member is deceased, the authorized representative of the Claimant's estate entitled to maintain a claim against the Defendants pursuant to the *Family Compensation Act*, R.S.B.C. 1996, s. 126, and Persons entitled to bring similar claims in other provinces and territories.
- (f) **Claims Administration Procedure** means the procedure set out in this Distribution Protocol for making a Claim.
- (g) **Claim Determination Decision** means a written decision from the Claims Administrator pronouncing a Claimant's eligibility for Compensatory Payments under the Partial Settlement Agreement.
- (h) **Claim Package** means a package provided by the Claims Administrator, to be submitted by a Claimant pursuant to the Claims Administration Procedure.
- (i) **Claim Period** means the period of time one hundred and twenty (120) days from the Notice announcing the opening of the claim process.
- (j) **Compensatory Payment** means the amounts a Claimant is entitled to receive comprised of the universal device payment and/or the device replacement payment as defined at paragraphs 24(e)(i) and 24(e)(ii).
- (k) **Deficiency Letter** means a letter from the Claims Administrator advising the Claimant of any deficiencies in their Claim Package. The Deficiency Letter is to be sent within ten (10) days of receipt of the Claimant's Claim Package.
- (l) **Settlements Funds** represents the sum of \$20,000,000 payable by the Defendants to resolve the economic loss claims on a full and final basis.

SECTION 2 – CLAIMS ADMINISTRATION PROCEDURE

Appointment and Role of Claims Administrator

3. The Court shall approve the appointment of the Claims Administrator.
4. The Claims Administrator shall be responsible for:
 - (a) receiving, reviewing, and creating and storing electronic copies of every submitted Claim Package;
 - (b) administering the Partial Settlement Agreement and distributing the Settlement Funds and related documentation in keeping with the Partial Settlement Agreement and the Distribution Protocol;
 - (c) establishing a dedicated e-mail account whereby Settlement Class Members can direct inquiries about the Claims Administration Procedure;
 - (d) periodically preparing a report for Class Counsel summarizing the number of Claim Packages received on an anonymous basis;
 - (e) preparing and sending Acknowledgement Letters, Deficiency Letters, Claim Determination Decisions, lists of each Claimant with an Approved Claim authorized for a Compensatory Payment, and any other necessary correspondence or communications to, from, or between Claimants, Class Counsel, and Counsel for the Defendants, as required by, or incidental to, the administration of the Partial Settlement Agreement, reporting the total number of Claims received by category, calculating any necessary *pro rata* adjustments, and the total amounts payable by category and allocating the Settlement Funds to pay Compensatory Payments, and any other amounts under the Partial Settlement Agreement;
 - (f) distributing the Settlement Funds to pay Compensatory Payments to Claimants with an Approved Claim and any other amounts under the Partial Settlement Agreement, and
 - (g) anything that is required by, or incidental to, the duties of the Claims Administrator, described in the Partial Settlement Agreement.
5. Any information provided by or regarding Settlement Class Members, or otherwise obtained pursuant to the Partial Settlement Agreement, shall be kept strictly confidential and shall not be disclosed except to appropriate persons, and only to the extent necessary to process a Claim or to provide benefits under the Partial Settlement Agreement, as otherwise expressly provided for in the Partial Settlement Agreement, or as contingent upon either the presentation or Court's approval of a Claims Administration Procedure.
6. The Claims Administrator shall institute and maintain strict internal procedures to reasonably protect the identity of all Claimants and all information regarding their Claim. In

particular, Claim Packages shall be kept strictly confidential and shall not be provided to any person or entity unless provided for in the Partial Settlement Agreement or as required by law.

7. Class Counsel shall have access to all information maintained by the Claims Administrator regarding each Claimant and the processing and payment of a Claim.

8. All written communications with each Claimant shall be conducted by e-mail or by regular mail to the last known address provided by the Claimant. Each Claimant shall keep the Claims Administrator apprised of their current contact information.

9. If, for any reason, the Claims Administrator becomes unable or unwilling to continue to act in this role, the Parties may choose an alternate claims administrator, subject to the approval of the Court.

Claims Administration Procedure

10. Upon the Effective Date, the Claims Administrator shall issue the Notice described in the Partial Settlement Agreement advising of the process for applying to receive settlement benefits and setting out the Distribution Protocol.

11. All Settlement Class Members will be required to submit a completed Claim form on a dedicated claims portal (the "Portal"), a site map of which is enclosed as **Appendix A** to this Distribution Protocol, to the Claims Administrator before the end of the Claim Period to be entitled to receive any benefits under the settlement. Alternatively, Settlement Class Members may submit a Claim form in paper form, upon request to the Claims Administrator.

12. All Claims with supporting documents must be received by the Claims Administrator before the end of the Claim Period. The Claims Administrator shall deny any Claim received or completed after that date and time. The Claims Administrator shall issue an Acknowledgement Letter to the Claimant within seven (7) days of receipt of the Claim Package.

13. The Claims Administrator will review the Claim Package submitted by the Claimant to determine eligibility.

14. Where the Claim Package is incomplete or deficient, the Claims Administrator shall send a Deficiency Letter within ten (10) days of receipt of the Claim Package to the Claimant and shall grant the Claimant forty-five (45) days to amend or supplement it or permit the Claimant to advance a different type of Claim. This may occur where the Settlement Class Member making a Claim:

- (a) does not properly complete the Claim Package;
- (b) does not submit some or all the required documents;
- (c) provides a Claim Package and/or Claim Form which is deficient or discrepant.

15. Once the Claim Package is complete, the Claims Administrator shall assess the Claim for eligibility for a Compensatory Payment and shall prepare and send a Claim Determination Decision to the Claimant

16. The Claims Administrator must determine the Compensatory Payments to Settlement Class Members in accordance with paragraph 24(e) of the Distribution Protocol and shall use the best available evidence in making their final determination. The decision of the Claims Administrator is final.

17. As a condition precedent to the receipt of a Compensatory Payment under paragraph 24(e)(i) of the Distribution Protocol, a Claimant must:

- (a) certify that to the best of their knowledge, they, or a person on whose behalf they are claiming on behalf of an estate, purchased a Product in Canada during the class period;
- (b) provide the Serial Number for each Product for which they are advancing a claim.

18. As a condition precedent to the receipt of a Compensatory Payment under paragraph 24(e)(ii) of the Distribution Protocol (“DRA”), a Claimant must:

- (a) provide the information set out in paragraph 17 above;
- (b) certify that they purchased a replacement device after the Recall;
- (c) provide proof of purchase of each replacement device for which they are advancing a claim; and
- (d) for each replacement device for which a claim is advanced, certify the amount that of any third-party contribution, including payments and/or reimbursements made by government entities, extended health insurers, voluntary organizations, or any other third-party funder.

19. A Claimant can make one UDP claim as defined at paragraph 24(e)(i) for each Product that they purchased during the Class Period and be awarded a Compensatory Payment.

20. A Claimant can make one DRA claim as defined at paragraph 24(e)(ii) for each Product that they purchased during the Class Period for which they purchased a replacement device and be awarded a Compensatory Payment.

21. The Claims Administrator will be at liberty to apply to the Court for directions if any problem arises in the claims administration process, which they are unable to resolve.

22. All Claims with supporting documents must be received by the Claims Administrator by 5:00pm Pacific Standard Time (“PST”) on the last day of the Claim Period. The Claims Administrator shall deny any Claim received or completed after that date and time.

SECTION 3 – SETTLEMENT BENEFITS

Applicable Currency

23. All dollar amounts set forth in this Distribution Protocol are expressed in Canadian currency.

Distribution of the Settlement Funds

24. Pursuant to the terms and conditions of the Partial Settlement Agreement and of the Distribution Protocol, the Claims Administrator shall pay the following from the Settlement Funds on the Effective Date:

- (a) Class Counsel Disbursements to be paid as a first charge on the Settlement Funds.
- (b) Claims Administration Costs to be paid out of the Trust Account, as incurred and payable and approved by Class Counsel.
- (c) The Honorarium to Mr. John Morel, in the amount of \$5,000 or as otherwise approved by the Court to be paid as a first charge on the Settlement Funds on the Effective Date.
- (d) “Class Counsel Fees” of 30% plus PST and GST (12%) on Compensatory Payments to Plaintiff and Settlement Class Members, 90% of which is to be paid as a first charge on the Settlement Funds on the Effective Date, and the balance, subject to approval of the Court, following delivery of the Final Report by the Claims Administrator.
- (e) Compensatory Payments in accordance with the Claims Administration Procedure pursuant to one of the following categories, which are assigned the following base values:
 - (i) A Universal Device Payment (“**UDP**”) of \$125 for each Product purchased by a Claimant during the Class Period.
 - (ii) Respecting a Claimant who purchased a Product during the Class Period and incurred cost in purchasing a replacement device, a Device Replacement Award (“**DRA**”) as follows:
 - (A) For Claimants whose Product was purchased less than 3 years before the Recall date, 90% of the Comparable Device Cost, after all Third-Party Contributions;
 - (B) For Claimants whose Product was purchased more than 3 years and less than 5 years before the Recall date, 70% of the Comparable Device Cost, after deduction of all Third-Party Contributions;

(C) For Claimants whose Product was purchased more than 5 years before the Recall date, 30% of the Comparable Device Cost, after deduction of all Third-Party Contributions;

(D) For the purposes of paragraph 24(e)(ii):

- “**Comparable Device Cost**” means:
 - For the replacement of a Product that was a CPAP Device: \$1,200;
 - For the replacement of a Product that was a BiPAP Device: \$2,500; and
 - For the replacement of a Product that was a Ventilator: \$11,835.
- “**Third-Party Contributions**” means any payments and/or reimbursements made for a replacement device by any third party, including payments and/or reimbursements made by government entities, extended health insurers, voluntary organizations, or any other third-party funder.

(iii) The aggregate amount payable under the UDP (paragraph 24(e)(i)) shall be a maximum of \$6,223,371.60 before Class Counsel Fees, which are set out in paragraph 24(d). If the total quantum of allowed claims under this paragraph exceeds \$6,223,371.60, then each individual award shall be reduced on a *pro rata* basis such that the total payable by the Defendants in respect of such claims shall not exceed \$6,223,371.60 before approved Class Counsel Fees. If the full amount of \$6,223,371.60, is not awarded, the remainder shall be distributed by the Claims Administrator, as follows:

- (a) First, to satisfy any shortfall in the Compensatory Payments for under paragraph 24(e)(ii), until such claims are paid in full;
- (b) Second, *pro rata* to Settlement Class Members who qualify for UDP payments under paragraph 24(e)(i).

(iv) The aggregate amount payable under the DRA (paragraph 24(e)(ii)) shall be a maximum of \$12,287,750.40 before Class Counsel Fees, which are set out in paragraph 24(d). If the total quantum of allowed claims under this paragraph exceeds \$12,287,750.40 before Class Counsel Fees, then each individual award shall be reduced on a *pro rata* basis such that the total payable by the Defendants in respect of such claims shall not exceed \$12,287,750.40. If the full amount of \$12,287,750.40, before Class

Counsel Fees, is not awarded, the remainder shall be distributed by the Claims Administrator *pro rata* to Settlement Class Members who qualify for UDP payments under paragraph 24(e)(i).

Payments From Trust Account

25. Payments to be made from the Trust Account shall be made in accordance with the following procedure:

- a) Within ten (10) days of the end of the Claim Period and resolution of all Deficiency Letters, the Claims Administrator will deliver a report to Class Counsel setting out the total number of Claims received by category, and the total amounts payable by category, after accounting for court approved Class Counsel Fees;
- b) The Claims Administrator shall issue the requisite Compensatory Payment by cheque or electronic transfer to each Claimant or estate with an Approved Claim, withholding applicable court approved Class Counsel Fees.
- c) The Claims Administrator may reissue an electronic transfer up to three (3) times, and a stale-dated or uncashed cheque up to one (1) time. Any unclaimed funds remaining, after accounting for court approved Class Counsel Fees, will be distributed 50% to the Law Foundation of British Columbia and 50% to the Canadian Lung Association, pursuant to s. 36(1) of the *Class Proceedings Act*.

Final Report

26. The Claims Administrator will issue a Final Report to Class Counsel, the Defendants, and the Court within sixty (60) days of the completion of payments from the Trust Account set out at paragraph 25.

**SCHEDULE “H”
Notice of Consent Certification**

SHORT FORM NOTICE

**DID YOU PURCHASE AND/OR USE ONE OF THE FOLLOWING
PHILIPS RESPIRONICS CPAP, BIPAP, OR VENTILATOR DEVICES (THE
“PRODUCTS”)?**

Click on this hyperlink and scroll down to “Affected Products” to see the list of Products:
<https://cpapclassaction.ca/>

***PLEASE READ THIS NOTICE CAREFULLY AS YOUR
LEGAL RIGHTS MAY BE AFFECTED***

A proposed partial settlement (“**Partial Settlement**”) of the Economic Loss Claims in the Canada-wide class actions called *Morel v. Koninklijke Philips N.V. et al* Action No. S216008 and *Roy v. Respironics Inc. et al.*, No. 500-06-001154-216 (together, the “**National Class Action**”) has been reached.

Persons to be included in the National Class Action include any individual, corporation, hospital, or partnership in Canada who purchased and/or used one of the Products, including family members and estates who purchased a Product on behalf of a class member, and who claim to have incurred an Economic Loss (the “**Settlement Class**”).

This is called a Partial Settlement because it only relates to Economic Loss Claims. It **does not** cover any personal injury claims alleged to have been suffered by Settlement Class Members as a result of using the Products.

The Partial Settlement is a compromise and is not an admission of liability or wrongdoing or fault by any of the Defendants. The Partial Settlement does not become final unless and until it is approved by the BC and Quebec Courts.

The Defendants have agreed to pay \$20,000,000 CDN to achieve a final and nationwide resolution of all Economic Loss Claims that could have been raised in the National Class Action, including for notice, legal, and administration costs, in exchange for the release of all Economic Loss Claims in the National Class Action.

The representative plaintiff has entered into a contingency fee agreement with Rice Harbut Elliott LLP, Sotos LLP and Thomson Rogers Lawyers (“**Class Counsel**”) providing for a maximum fee of 30% of compensatory payments to Settlement Class Members (plus taxes), which will require Court approval.

If you are a Settlement Class Member, you are automatically included in the Settlement Class and will be bound by the Partial Settlement Agreement if it is approved by BC and Quebec Courts, unless you opt out. If you do not want to be part of the National Class Action you must complete and sign an **Opt Out Form**, which is located on the Administrator’s website at: <website>, no later than 5:00 p.m. (Vancouver time) on [60 days after the date on which this Notice was first published]. You may submit your Opt-Out form via pre-paid mail, courier, fax or email to the Administrator (<contact information>).

For members of the Settlement Class who wish to object to the approval of the Partial Settlement, you must deliver a letter or written objection by pre-paid mail or email to the Administrator no later than 5:00 pm (Vancouver time) on **March 17, 2025**. Details on what needs to be included in your objection letter can be found on the Administrator’s website at: <website>.

More information on the Partial Settlement Agreement (including the opt-out form, and Partial Settlement Agreement) is located on Class Counsel’s respective websites located at:<websites>.

LONG FORM NOTICE

DID YOU PURCHASE AND/OR USE ONE OF THE FOLLOWING PHILIPS RESPIRONICS CPAP, BIPAP, OR VENTILATOR DEVICES (THE “PRODUCTS”)?

[Insert list of Products here]

***PLEASE READ THIS NOTICE CAREFULLY AS YOUR
LEGAL RIGHTS MAY BE AFFECTED***

Why did I get this Notice?

This notice is about a proposed partial settlement (“**Partial Settlement**”) of the Economic Loss Claims in the Canada-wide class actions called *Morel v. Koninklijke Philips N.V. et al* Action No. S216008 and *Roy v. Respironics Inc. et al.*, No. 500-06-001154-216 (together, the “**National Class Action**”). Other similar class actions have been commenced in Canada, but are currently stayed:

- (a) *Gray v. Philips Electronics Ltd. et al.*, Ontario Court File No. CV-21-00665742-00CP;
- (b) *Kehoe v Koninklijke Philips N.V. et al.*, Newfoundland and Labrador Court File No. 2021-01G-4594 CP;
- (c) *Moore v. Koninklijke Philips N.V. et al.*, Nova Scotia Court File No. 507852; and
- (d) *Nathanson v. Koninklijke Philips N.V. et al.*, British Columbia Supreme Court File No. S219249 (Vancouver Registry).

Persons to be included in the National Class Action, include any individual, corporation, hospital, or partnership in Canada who purchased and/or used one of the Products, including family members and estates who purchased a Product on behalf of a class member, and who claim to have incurred an Economic Loss (the “**Settlement Class**”).

An Economic Loss includes the costs of replacing the Products, loss of value of the Products, loss of use, loss of income, any inconvenience associated with participating in the recall of the Products (first announced on June 14, 2021) and/or obtaining a replacement device, as well as any other out-of-pocket expenses and damages.

This is a Partial Settlement because the parties only settled the Economic Loss Claims. For the Partial Settlement to become effective, approval by the BC and Quebec Courts is necessary.

The Partial Settlement **does not** cover any personal injury claims alleged to have been suffered by Class Members as a result of using the Products. Those claims continue in the National Class Action (explained further below).

What is this lawsuit about?

The representative plaintiffs allege various claims in respect of certain Philips Respironics CPAP, BiPAP and Ventilator devices, including economic loss claims and personal injury claims.

What are the terms of the settlement?

The Defendants have agreed to pay \$20,000,000 CDN to achieve a final and nationwide resolution of all Economic Loss Claims that could have been raised in the National Class Action, including for notice, legal, and administration costs, in exchange for the release of all Economic Loss Claims in the National Class Action.

If the Courts approve the Partial Settlement, under the distribution plan proposed by the representative plaintiff, you may be eligible to receive:

1. **\$125.00** for each Product you purchased during the Class Period; and/or
2. **30% to 90%** of the “Comparable Device Cost” (defined below) if you purchased (a) new device to replace (a) Product(s) you purchased during the Class Period and if you have receipts for those purchase(s). In particular, you will be paid the following:

- a. For Class Members whose Product was purchased less than 3 years before the Recall date, 90% of the Comparable Device Cost, after all Third-Party Contributions;
- b. For Class Members whose Product was purchased more than 3 years and less than 5 years before the Recall date, 70% of the Comparable Device Cost, after deduction of all Third-Party Contributions;
- c. For Class Members whose Product was purchased more than 5 years before the Recall date, 30% of the Comparable Device Cost, after deduction of all Third-Party Contributions;

“Comparable Device Cost” means:

- For the replacement of a Product that was a CPAP Device: \$1,200;
- For the replacement of a Product that was a BiPAP Device: \$2,500; and
- For the replacement of a Product that was a Ventilator: \$11,835.

The Partial Settlement does not address personal injury claims. The Defendants continue to dispute the merits of those claims.

The Partial Settlement is not an admission of liability or wrongdoing or fault by any of the Defendants. The Defendants have had no role in the determination of Settlement Class Members' eligibility to participate in the Partial Settlement or the allocation of benefits available to Settlement Class Members. If you have any questions about the distribution of settlement funds to Settlement Class Members, you should contact Class Counsel at the contact information noted below.

How do I participate?

If you are a Settlement Class Member and you want to participate in the Partial Settlement, **you do not need to do anything at this time.**

If you are a Quebec resident and have commenced an action regarding the Product(s), and you do not discontinue your action by [Opt Out date], you will be deemed to have opted-out of the Settlement Class and will not be able to participate in the Partial Settlement.

If the BC and Quebec Courts approve the settlement, further notice will be published on [Class Counsel's website] regarding how to apply for compensation.

What if I do NOT want to participate in the settlement?

If the BC and Quebec Courts approve the Partial Settlement, it will be binding on all Settlement Class Members except for any Settlement Class Members who exclude themselves by Opting Out.

To Opt Out, you must complete and sign an Opt Out form, which is located on the Administrator's website at: <website>, no later than 5:00 p.m. (Vancouver time) on [60 days after the date on which this Notice was first published].

You may submit your Opt-Out form via pre-paid mail, courier, fax or email to the Administrator (<[contact information](#)>).

What are the legal fee arrangements?

Class Counsel will seek Court approval of:

- a legal fee of 30% of the settlement amount payable to the Settlement Class Members, plus applicable taxes (to a maximum amount of \$5,553,336.60 plus taxes);
- disbursements (expenses) incurred by Class Counsel to advance the National Class Action and administration expenses incurred by the Administrator to administer the settlement, plus applicable taxes; and
- an honorarium of \$5,000 to the BC Representative Plaintiff for the work and time undertaken by him in the Class Action.

Class Counsel fees, disbursements and any payments to the BC Representative Plaintiff are also subject to Court approval.

What if I want to object to the settlement or legal fees?

All Settlement Class Members have the right to object to the approval of the proposed Partial Settlement.

To make an objection, you must deliver a letter or written objection by pre-paid mail or email to the Administrator no later than 5:00 pm (Vancouver time) on **March 17, 2025**.

You should include the following information in the letter or written objection delivered to the Administrator:

- a) Your full name or if applicable, the name of the corporation you are representing, current mailing address, telephone number and email address;
- b) Confirmation that you are a Settlement Class Member;
- c) A statement of the reasons why you are objecting; and
- d) Whether you intend to attend the court hearing on your own behalf or through a lawyer, and if by a lawyer, the name, address, telephone number and email address of the lawyer.

Court Documents, Hearings and Help

Court hearings will be held to seek approval of the Partial Settlement Agreement by the BC and Quebec Courts (the “**Settlement Approval Hearings**”). The Settlement Approval Hearings will take place on _____ in person at 800 Smithe Street in Vancouver, or by MS-Teams, and on _____ in person at 1, Notre Dame Street East in Montreal or by MS-Teams at [\[insert link\]](#).

For more information or a copy of the Statement of Claim and Partial Settlement Agreement, go to the following website: <website>

The lawyers for the Representative Plaintiffs and Class Members are Rice Harbut Elliott LLP, Sotos LLP, Thomson Rogers LLP and Consumer Law Group (“**Class Counsel**”).

If you are not sure whether you are included in the Settlement Class, or have any other questions regarding this notice, you can ask for **free help** by contacting Class Counsel at <email> or via phone at <phone>.

You can also visit www.cpapclassaction.ca for more information.

This notice has been authorized by an order of the Supreme Court of British Columbia and the Superior Court of Quebec. Any questions about the matters in this notice should not be directed to the Courts.

**SCHEDULE “I”
Claims Notice**

**DID YOU PURCHASE AND/OR USE A RECALLED PHILIPS RESPIRATORY DEVICE
IN CANADA PRIOR TO JUNE 23, 2021?**

[Insert list of Products here]

***PLEASE READ THIS NOTICE CAREFULLY AS YOUR LEGAL RIGHTS MAY BE
AFFECTED***

WHY DID I GET THIS NOTICE AND DOES IT IMPACT ME?

This notice is to advise you that there has been a “partial” settlement (“**Partial Settlement**”) of the economic loss claims in the Canada-wide class actions called *Morel v. Koninklijke Philips N.V. et al* Action No. S216008 and *Roy v. Respironics Inc. et al.*, No. 500-06-001154-216 (together, the “**National Class Action**”). Other similar class actions have been commenced in Canada, but are currently stayed:

- (a) *Gray v. Philips Electronics Ltd. et al.*, Ontario Court File No. CV-21-00665742-00CP;
- (b) *Kehoe v Koninklijke Philips N.V. et al.*, Newfoundland and Labrador Court File No. 2021-01G-4594 CP;
- (c) *Moore v. Koninklijke Philips N.V. et al.*, Nova Scotia Court File No. 507852; and
- (d) *Nathanson v. Koninklijke Philips N.V. et al.*, British Columbia Supreme Court File No. S219249 (Vancouver Registry).

Proposed class members of these class actions are included in the proposed Partial Settlement Class of the National Class Action, which includes any individual, corporation, hospital, or partnership in Canada who purchased and/or used one of the Products, including family members and estates who purchased a Product on behalf of a class member, and who claim to have incurred an Economic Loss (the “**Settlement Class**”).

This is a Partial Settlement because the parties only settled the Economic Loss Claims.

The Partial Settlement **does not** cover any personal injury claims suffered by Settlement Class Members as a result of using the Products. Those claims continue in the National Class Action and the Defendants continue to dispute the merits of those claims.

SETTLEMENT AMOUNT

Settlement Funds of **\$20,000,000** (before legal fees, claims administration costs and disbursements are deducted) are available to pay all Settlement Class Members who apply for compensation.

WHO CAN APPLY FOR COMPENSATION?

You can apply for compensation if you are a Settlement Class Member as defined under the first heading of this Notice.

HOW MUCH MONEY WILL I RECEIVE IF I APPLY FOR COMPENSATION?

You will be paid:

3. **\$125.00** for each Product you purchased during the Class Period; and/or
4. **30% to 90%** of the “Comparable Device Cost” (defined below) if you purchased (a) new device to replace (a) Product(s) you purchased during the Class Period and if you have receipts for those purchase(s). In particular, you will be paid the following:
 - d. For Class Members whose Product was purchased less than 3 years before the Recall date, 90% of the Comparable Device Cost, after all Third-Party Contributions;
 - e. For Class Members whose Product was purchased more than 3 years and less than 5 years before the Recall date, 70% of the Comparable Device Cost, after deduction of all Third-Party Contributions;
 - f. For Class Members whose Product was purchased more than 5 years before the Recall date, 30% of the Comparable Device Cost, after deduction of all Third-Party Contributions;

“*Comparable Device Cost*” means:

- For the replacement of a Product that was a CPAP Device: \$1,200;
- For the replacement of a Product that was a BiPAP Device: \$2,500; and
- For the replacement of a Product that was a Ventilator: \$11,835.

Please note: Settlement Class Members’ compensation may be reduced depending on the number of claims made and the cost of settlement administration fees.

HOW DO I APPLY FOR COMPENSATION?

You must fully complete an Application for Compensation to receive money from the Partial Settlement.

You have two choices:

1. **Submit Paper Claim.** Download and print the Claim Form by going to the website: [website](#)
2. **Submit Online Claim.** Go to: [website](#) and click on “Apply for Compensation”

DEADLINE FOR SUBMITTING APPLICATION FOR COMPENSATION

The deadline for submitting your application for compensation is <@>, 2025.

If you do not apply for compensation, you will not get any money and you will give up the right to get money in the future.

HELP

If you are not sure whether you are included in the Class, or have any other questions regarding this notice, you can ask for **free help** by calling Class Counsel at <email?> or <phone> in English or at <email?> or <phone> in French.

You can also visit www.cpapclassaction.ca for more information or send an email to <email address>.

This notice has been authorized by an order of the Supreme Court of British Columbia.

SCHEDULE “J” Notice Plan

PART 1 - PRE-APPROVAL NOTICE

The Defendants

The Defendants will provide all known email addresses and phone numbers of Settlement Class Members to the Claims Administrator within 30 days of the of the Notice Approval Order being granted in Quebec.

Claims Administrator

Direct Notice (estimated cost: <@>)

Within <@> days of receiving the email addresses and phone numbers of Settlement Class Members, the Claims Administrator shall disseminate the Notice of Certification and Proposed Partial Settlement and Approval Hearing as set out in **Schedule “H”** to the Partial Settlement Agreement (the “**Pre-Approval Notice**”) to Settlement Class Members by the following direct notice methods.

1- Email

The Claims Administrator will email the Pre-Approval Notice to Settlement Class Members who have provided their email addresses to the Defendants.

Where the Claims Administrator receives a non-delivery email notification from any Settlement Class Member, the Claims Administrator shall add that Settlement Class Member to the list of persons to be robo-called under the next heading.

2- Robo-Calls

The Claims Administrator will institute robo-calls for all those Settlement Class Members who provided their phone numbers (but not email addresses), or for whom the email address provided is no longer effective, during the Philips’ registration process.

The parties will meet and confer with respect to the language used in the robo-calls prior to the calls being made.

Indirect Notice: (estimated cost: \$30,000)

Within 10 days of receiving the Notice Approval Orders (Schedules “C” and “D” to the Partial Settlement Agreement), the Claims Administrator shall disseminate the Pre-Approval Notice to Settlement Class Members by the following indirect notice methods.

The Claims Administrator will put into place a Digital media campaign through:

- Facebook;
- Banner ads;
- Google AdWords advertisement;
- a digital news publication in a French and English publication.

The parties will meet and confer with respect to the language used in the digital media campaign prior to any publication.

Further, the Claim Administrator shall make the Pre-Approval Notice available to Class Members by Posting the Pre-Approval Notice on the Claim Administrator's website <https://cpapsettlement.kpmg.ca/>.

Class Counsel

Within **x** days of the Notice Approval Orders being granted, Class Counsel shall make the Pre-Approval Notice available to Class Members by the following methods:

- Posting the Pre-Approval Notice on the Philips' CPAP Class Action website at <https://cpapclassaction.ca/> and on the respective websites of Class Counsel; and
- Issuing a press release (Canada Newswire) in English and French.

PART 2 - NOTICE OF SETTLEMENT APPROVAL

Within ten (10) days of the Settlement Approval Order being granted by the B.C. Supreme Court, the Claims Administrator shall disseminate the Notice of Settlement Approval in (the “**Approval Notice**”) to Class Members by the following methods:

Direct Notice

The Claims Administrator will email the Approval Notice to known Settlement Class Members at the email addresses provided by the Defendants.

Indirect Notice

The Claims Administrator will put into place a Digital media campaign through:

- Facebook;
- Banner ads; and
- Google AdWords advertisement.

The Claim Administrator shall make the Approval Notice available to Settlement Class Members by Posting the Approval Notice on the Claim Administrator's website <https://cpapsettlement.kpmg.ca/>.

Class Counsel

Within **x** days of the Settlement Approval Order being granted, Class Counsel shall make the Approval Notice available to Settlement Class Members by the following methods:

- Posting the Approval Notice on the Philips' CPAP Class Action website at <https://cpapclassaction.ca/> and on the respective websites of Class Counsel; and
- Issuing a press release (Canada Newswire) in English and French.