


This is Exhibit H referred to in the affidavit of Annelis K. Thorsen, sworn before me, this 23rd day of September, 2004.


Karan Jankake
A Commissioner for Taking Affidavits, etc.

RETAINER AGREEMENT

I, Shelia Wilson, ("the client") hereby retain Paroian, Raphael, Courey, Cohen & Houston ("the solicitors") as my solicitors and hereby authorize them to institute a class proceeding pursuant to the *Class Proceedings Act*, 1992, S.O. 1992, c.6, naming myself as representative plaintiff on behalf of a class of persons who were have taken Ponderal, fenfluramine and phentermine and others and who appear to be entitled to damages in accordance with the definition of the class as described in the Statement of Claim, and to take such actions and conduct such proceedings as the solicitor may consider necessary or proper for the conduct of such proceeding on my behalf.

The terms of this retainer are as follows:

1. All services performed by lawyers, clerks and students on behalf of the client shall be recorded on a time-occupied basis and shall be charged to the client at \$300 per hour for time expended by senior level counsel, such as Leon Paroian and Raymond Colautti. \$260 per hour for mid-range counsel with 8 or more years experience including Joel Rochon and Vincent Genova and \$75 for students and clerks. The hourly rates are reviewed on an annual basis and any justifiable changes will be drawn to the attention of the client in advance of any change.
2. Fees, disbursements and GST thereon will be charged to the client only in the event of success in the proceeding and will be payable only in the event of and only out of any proceeds of the litigation.
3. For the purpose of paragraph 2, success in a class proceeding includes:
 - (a) a judgment on the common issues in favour of some or all class members; and
 - (b) a settlement that benefits one or more class members.
4. In the event of success, fees shall be calculated in accordance with s. 33 of the *Class Proceedings Act*, 1992 ("the Act"). More particularly, the fee will be calculated by multiplying the total number of hours worked by counsel for the client by an hourly rate to develop a "base fee" within the meaning of s. 33(3) of the Act. The "base fee" will be multiplied by a multiplier of 2.1 to arrive at the total fee in the proceeding. After application of the multiplier to the base fee, disbursements are to be added thereto and GST is to be calculated in respect to the entire account, so calculated.
5. In the event of success, the solicitor will apply to the Court pursuant to s. 32(2) of the Act for approval by the Court of this agreement respecting fees and disbursements. The solicitor will also apply to the Court pursuant to s. 33(4) of

the Act to have his or her fees increased by the 2.1 multiplier referred to in this agreement.

6. In the event of success, the solicitor will further make application to the Court for the time expended by the representative plaintiff in this matter and will seek to obtain compensation for the representative plaintiff for the time expended.

7. The solicitor and the client hereby acknowledge that the multiplier which will be sought on this motion will be 2.1, having regard to the risk incurred in undertaking and continuing the proceeding under an agreement for payment only in the event of success.

8. The client acknowledges that, once approved by the Court, the fee will be a first charge on any settlement funds or monetary award arising out of the class proceeding.

9. The solicitor hereby estimates that the "base fee" in this proceeding will be \$175,000 and hereby agrees with the client to provide revised estimates of the expected fee from time to time throughout the proceeding in accordance with s. 32(1)(b) of the Act.

10. Notwithstanding the foregoing, if the client ends, at her initiative, this Retainer and/or retains a different solicitor in this class proceeding, the client hereby acknowledges that the solicitor will then render an account for hours worked to date, disbursements and GST, which account will be paid forthwith by the client or, alternatively, will be the subject of protection by the client's new counsel, said protection to be satisfactory to the solicitor. In the event the account is not paid forthwith and is instead protected by the client's new counsel, it shall be a first charge on any judgment or settlement funds pursuant to s. 32(3) of the Act and shall rank ahead of any fees and disbursements chargeable by the client's new counsel. The client shall not be personally liable to pay any account rendered by the solicitor in the event that she retains new counsel and her new counsel:

- (a) agrees to protect the solicitor's account as a first charge on any proceeds; and
- (b) pursues the matter to judgment, regardless of the outcome.

11. In the event that the representative Plaintiff dies prior to the completion of this matter, it is proposed that the estate of the representative Plaintiff continue in her place. In the event that the estate is unable or unwilling to continue as representative Plaintiff, arrangements could be made to substitute another individual to act as representative Plaintiff. In the event that the estate is unwilling to continue then the estate will be liable for the account as detailed in paragraph 10. If, however, the action is unable to proceed due to the unavailability of a substitute representative Plaintiff as described in s. 2(1) and s. 2(2) of "The Act" then the client will not be liable for an account as detailed in paragraph 10, or any other costs.

Dated this 19th day of November, 1998.

R. Wilson

Witness

Shelia Wilson

Shelia Wilson