

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

SHEILA WILSON

Plaintiff

- and -

SERVIER CANADA INC., LES LABORATOIRES SERVIER, SERVIER AMERIQUE,  
INSTITUT DE RECHERCHES INTERNATIONALES SERVIER ("I.R.I.S"), SCIENCE  
UNION ET CIE, ORIL S.A., SERVIER S.A.S., ARTS ET TECHNIQUES DU PROGRES,  
BIOLOGIE SERVIER, INSTITUT DE DEVELOPEMENT ET DE RECHERCHE SERVIER,  
ORIL INDUSTRIE, BIO RECHERCHE SERVIER, INSTITUTO DI RICERCA, IDUX,  
BIOPHARMA ARTEM, SCIENCE UNION S.A.R.L., LABORATOIRES SERVIER  
INDUSTRIE, I.R.I.S. ET CIE DEVELOPEMENT, INFORMATION SERVIER,  
SERVIER MONDE, SERVIER INTERNATIONAL,  
I.R.I.S. SERVICES S.A.R.L., ADIR, SERVIER R&D BENELUX,  
DR. JACQUES SERVIER and BIOFARMA S.A.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**AFFIDAVIT OF SHEILA WILSON  
(Sworn September 20, 2004)**

**I, SHEILA WILSON, of the City of Toronto, Province of Ontario, MAKE OATH  
AND SAY AS FOLLOWS:**

1. I am the Representative Plaintiff in this national class action and, as such, I have knowledge of the matters to which I hereinafter depose. Where I have been informed of

such facts, I have stated the source of these facts and I hereby state that I believe such facts to be true.

2. This affidavit is sworn in support of the Fees Application being advanced by my solicitors, *Rochon Genova*, on October 19, 2004.

### **Retainer Agreement and Class Counsel Fees**

3. As Representative Plaintiff I have been informed by Joel Rochon and believe that tremendous time and effort has been required to move this case forward to the eve of trial and to a position whereby real settlement negotiations were possible with Servier.
4. While in the early days of the litigation, I certainly had no real concept of the number of hours which would later be invested in this case, over the course of time it became apparent that this was a major undertaking for my counsel on behalf of the class. The previous contingent fee retainers I signed as part of this litigation are annexed to the “fees affidavit” of Annelis Thorsen.
5. In this regard I am aware of the commitment made by counsel to review, analyse and organize the vast amount of productions, to “code” documents into an easily searchable database, attending in Europe to conduct examinations for discovery and to dealing with multiple court attendances in Canada to address the complexities of litigation. In addition, my counsel attended the mediation overseen by Justice Winkler and negotiated the details of the settlement over the course of 18 months.

6. I am advised by Joel Rochon and Sakie Tambakos, and do verily believe that the docketed time of the *Rochon Genova* firm is approximately \$5,000,000 and the docketed time of their U.S. colleagues and signatories to the Agreement in Principle and the Settlement Agreement is approximately \$1,500,000.
7. I am also advised by Joel Rochon that counsel for the British Columbia subclass is planning to deliver an affidavit outlining their expenditure of time. I am not in a position to comment on that issue in this affidavit.
8. I understand that as part of the Settlement Agreement the Defendants will contribute \$3,000,000 towards Class Counsel's partial indemnity costs and \$1,000,000 towards disbursements. Earlier, I understand that *Rochon Genova* received approximately \$626,000 in the form of partial indemnity costs, inclusive of taxes and disbursements, pursuant to various court orders. I also understand that Class Counsel will be seeking approval for further fees by way of the within fees application for \$10,000,000 plus applicable taxes. Thereafter, following the expiry of the claims period, I understand that *Rochon Genova* will bring a separate application for up to a maximum of \$5,000,000 plus applicable taxes if it appears that there are funds still remaining in the Settlement Fund and/or the Additional Settlement Funds.
9. I understand that both these fees are inclusive of amounts claimed by *Rochon Genova*, *Lieff Cabraser Heimann & Bernstein* and British Columbia subclass counsel.
10. I believe that the fees approach proposed by Class Counsel is reasonable, given the extraordinary amount of time, effort and complexity represented by this case, which was


greater than anyone had originally anticipated. Having lived through the litigation, I have witnessed first-hand the efforts of Class Counsel.

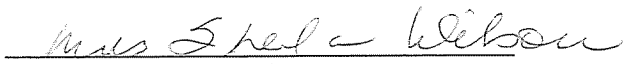
11. I further appreciate the risk undertaken by my counsel in prosecuting this case. *Rochon Genova* is a small firm but the drug company I was suing had seemingly limitless resources. I believe that Class Counsel are entitled to receive a fair and appropriate award of fees and I have no objection to the fees being sought by Class Counsel at this time. I further believe that a “multiplier” on their time necessary to accord with the amount being claimed at the expiry of the claims period is also well within reason.
12. In order to facilitate and support Class Counsel’s application for fees, I have signed a revised retainer agreement with *Rochon Genova*, authorizing an award of legal fees on the above terms, subject to approval of the Court. I believe this is appropriate in the circumstances for the reasons described above. A copy of this retainer agreement, which Class Counsel will present to the Court for approval, is attached hereto as Exhibit “A” and is dated September 15, 2004.
13. I further understand that Class Counsel will make an application to the Court to obtain compensation for myself for the time I have expended in this matter. Particulars of this request and of the details of my contributions and involvement in the proceeding are provided in the affidavit of Annelis Thorsen, sworn in support of Class Counsel’s fee application. I believe that the 230 hour estimate of time I have contributed to this class action over the past several years is a conservative estimate of my time. Although my health continues to deteriorate from PPH, I believe that my dedication to the class action has been of a benefit to the overall class. I would also like to mention the tremendous

support provided by my husband to the class throughout the course of the action as more particularly described in the affidavit of Annelis Thorsen.

14. I make this affidavit in support of a motion to approve the Revised Retainer Agreement, for approval of Class Counsel fees and for compensation to the Representative Plaintiff and for no other purpose.

SWORN BEFORE ME at the City )  
of Toronto, in the Province of Ontario, )  
this 20<sup>th</sup> day of September, 2004. )

  
A Commissioner for Taking Affidavits

  
Sheila Wilson