

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


A Commissioner for Taking Affidavits, etc.

REVISED RETAINER AGREEMENT

Retainer

I, SHEILA WILSON, hereby retain and employ the law firm of Rochon Genova as my solicitors and hereby authorize them to institute a Class Action pursuant to the *Class Proceedings Act, 1992*, naming myself as representative Plaintiff on behalf of a class of persons who suffered injuries as a result of ingesting the drugs known as Ponderal and/or Redux and others 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 they may consider necessary or proper for the conduct of the proceeding.

Commitments

1. I understand that this litigation is to be pursued on a contingency basis such that fees and reasonable disbursements with respect to the common issues will be payable only in the event of success in the class proceeding. Fees, reasonable disbursements and GST will not be charged to me unless the litigation is successful.
2. I understand that according to the *Class Proceedings Act, 1992*, "success in a class proceeding" includes:
 - 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.
3. I understand that Rochon Genova shall be entitled to a legal fee which is a percentage of the total value of any settlement or judgment to the class, over and above any award of court costs, or claim for reasonable disbursements incurred by Rochon Genova. I agree that the above percentage will be calculated on a 25% fee of the total value of the amount recovered. I agree

that in addition to any legal fee, Rochon Genova shall be entitled to recover from any settlement or judgment all reasonable disbursements incurred along with interest which has accrued on such disbursements, and G.S.T.

4. I understand that the total legal fee will vary according to the total value of any settlement or judgment which may result from this litigation. I understand that any such settlement or judgment could vary greatly depending on several factors, including the total number of injured persons in Canada, additional information which comes to light during the course of the litigation, and the nature of any settlement or judgment. By way of illustration only, I understand that in the event a judgment of \$30 million was awarded and upheld following any and all appeals, the total legal fee payable to Rochon Genova would be \$7.5 million. I understand that the legal fee could be significantly lower than this amount, or significantly higher than this amount, depending upon the size of the damages to the class. In terms of reasonable disbursements, by way of illustration only, I understand that if the reasonable disbursements are \$1 million, then \$1 million is payable to Rochon Genova from any settlement or judgment in addition to legal fees. I understand that in the event no judgment or settlement results, no legal fees or reasonable disbursements will be payable.
5. I understand that in the event of success, Rochon Genova will make further application to the court for the time expended by me, the representative Plaintiff in this matter, and will seek to obtain compensation for me for the time expended and for expenses incurred in acting as representative plaintiff. This amount will be in addition to any damages awarded to the representative Plaintiff.
6. I understand that this Retainer Agreement, and any fees awarded pursuant to the Retainer Agreement, shall be subject to approval of the Court.

7. Notwithstanding the foregoing, if I terminate, at my initiative, this Retainer Agreement and/or retain a different solicitor in this class proceeding, I hereby acknowledge that Rochon Genova will then render an account for hours worked to date, reasonable disbursements and GST, which account will be paid forthwith by me, or alternatively, will be the subject of protection of my new counsel, said protection to be satisfactory to Rochon Genova. In the event the account is not paid forthwith and is instead protected by my new counsel, it shall be a first charge on any judgment or settlement funds pursuant to s.32 (3) of the *Class Proceedings Act* and shall rank ahead of any fees and reasonable disbursements chargeable by my new counsel. I shall not be personally liable to pay any account rendered by Rochon Genova in the event that I retain new counsel and my new counsel:

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

8. I understand that Rochon Genova will conduct meaningful consultations with the representative Plaintiff before accepting any settlement or pursuing an appeal of the trial verdict.

9. I understand that in the event that I, the representative Plaintiff, die prior to the completion of this matter, it is proposed that my estate continue in my 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 7. 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 *Class Proceedings Act*, then I will not be liable for an account as detailed in Paragraph 7, or any other costs.

10. This Retainer Agreement replaces any previous Retainer Agreement which I may have executed.

Dated at Toronto, Ontario, this 7th day of February, 2001.

R. Wilson
Witness

Sheila Wilson
Sheila Wilson