

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

SHELIA 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*

**NOTICE OF MOTION  
(Motion for Settlement Approval,  
Returnable October 18 and 19, 2004)**

**THE PLAINTIFFS** will make a motion to the Honourable Mr. Justice Peter A. Cumming, commencing on the 18<sup>th</sup> day of October, 2004, at the courthouse, 361 University Avenue, Toronto, Ontario.

**PROPOSED METHOD OF HEARING:**

The motion is to be heard orally.

**THE MOTION** is for:

1. an Order:

(a) declaring that the Settlement Agreement is fair and reasonable and in the best interests of the Class Members, including the Wilson Opt-Outs;

(b) approving the Settlement Agreement pursuant to s. 29 of the *Class Proceedings Act, 1992* and making such other related and ancillary orders as are required to give effect to the settlement of this proceeding;

(c) requiring that publication of the Approval Notice shall be commenced, as provided for in section 6 of the Settlement Agreement, within thirty (30) days of Final Court Approval;

(d) declaring that the certified common issues be amended to incorporate all of the Defendants herein;

(e) declaring that Crawford Class Action Services be appointed as the Settlement Administrator for the settlement;

(f) requiring the Parties herein to seek the approval of this Court relating to their selection of a roster of Claims Adjudicators;

(g) approving the settlement on behalf of parties under a disability, if applicable;

(h) declaring that any Party or the Settlement Administrator may bring a motion to Mr. Justice Warren K. Winkler at any time for directions with respect to the implementation or interpretation of the Settlement

Agreement, and that any such motion shall be on notice to the other Party and, where applicable, to the Settlement Administrator;

(i) declaring that Mr. Justice Warren K. Winkler shall hear all Challenges brought under the settlement, pursuant to the applicable provisions of the Settlement Agreement and the Exhibits thereto;

(j) declaring that if, for any reason, Mr. Justice Warren K. Winkler is unable to fulfill any of the duties set out in the Settlement Agreement and the Exhibits thereto, another Justice of the Ontario Superior Court of Justice shall be appointed in his place;

(k) declaring that Servier Canada Inc. shall pay all reasonable costs incurred by, or in relation to, the Settlement Administrator and the Claims Adjudicators, as well as the reasonable costs of the Notices (as defined in the Settlement Agreement and the Exhibits thereto);

(l) declaring that the within action and any claims commenced by Ontario Class Members are hereby dismissed in their entirety and that all Class Members with individual actions commenced outside of Ontario and within Canada will provide such co-operation and assistance as may be required to obtain dismissals of their actions in the jurisdictions in which they were commenced;

(m) giving all necessary directions;

(n) such further or other Order as counsel may request and this Honourable Court may permit.

**THE GROUNDS FOR THE MOTION ARE:**

1. sections 8(3), 9, 12, 24, 25, 26, 29(2), (3), (4) and 34(1) of the *Class Proceedings Act, 1992*, S.O. 1992, c.6;
2. rules 7.08 and 12 of the Rules of Civil Procedure;
3. the Parties, by their counsel, have agreed to the settlement of the action, pursuant to the terms and conditions contained in the Settlement Agreement;
4. the settlement is fair, reasonable and in the best interests of the Class Members, including the Wilson Opt-Outs; and
5. such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

1. the Settlement Agreement, signed September 17, 2004;
2. the draft Order;
3. the affidavit of Sheila Wilson;
4. the affidavit of Annelis K. Thorsen;
5. the affidavit of Dr. John Granton;

6. the affidavit of Dr. Stephen Raskin;
7. the affidavit of Beverly Greenlees, on behalf of the British Columbia Subclass;
8. the affidavit of Dana Graves, on behalf of the British Columbia Subclass;  
and
9. such further and other evidence as counsel may advise and this Honourable Court may permit.

Date: September 17, 2004

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