



C111387 CMH  
Dec 6, 2024

COURT FILE NO. 1201-12838  
 COURT COURT OF KING’S BENCH OF ALBERTA  
 JUDICIAL CENTRE CALGARY  
 PLAINTIFFS FIONA SINGH and  
 (APPLICANTS) MUZAFFAR HUSSAIN by his litigation representative  
 FIONA SINGH  
 DEFENDANTS GLAXOSMITHKLINE INC.,  
 (RESPONDENTS) GLAXOSMITHKLINE LLC, and  
 GLAXOSMITHKLINE PLC.

*Brought under the Class Proceedings Act*

DOCUMENT AFFIDAVIT  
 ADDRESS FOR SERVICE AND CONTACT  
 INFORMATION OF PARTIES FILING THIS DOCUMENT  
 1000 – 7 Avenue SW, Suite 400  
 Calgary, Alberta  
 T2P 5L5



**Clint Docken K.C. | Casey R. Churko**  
 Tel: (403) 619-3612  
 Fax: (639) 739-2223

**AFFIDAVIT OF CASEY R. CHURKO**  
 (November 26<sup>th</sup>, 2024)

I, **CASEY R. CHURKO**, of Regina, Saskatchewan, **AFFIRM AND SAY:**

1. I am co-counsel for the plaintiffs. KoT Law Professional Corporation, in which I am a director, officer, and shareholder, is a partner of Napoli Shkolnik Canada (“NSC”). I have personal information about the matters affirmed to herein, except where stated to be on information and belief; and whereso stated, I have provided the source of my information and believe the information to be true.
2. In this affidavit, I respond to the affidavits of Mario D’Angelo, Clint Docken, Amy

Kerrivan, and Stephanie Shea. I further affirm the information that was provided by me and affirmed to in Ms. Singh's September 11<sup>th</sup>, 2024 affidavit.

***1. Retainers with Eligible Claimants***

3. At paragraph 3 of her affidavit, Ms. Singh described an expected 32 eligible claimants. Of these, 25 signed retainer agreements with KoT Law in 2019. Ms. Kerrivan's October 28<sup>th</sup>, 2024 retainer copied the form of the retainer agreements that both she and Sydnee Jeffrey previously signed with KoT (**Exhibit 1**). Her 2024 retainer is similarly in Saskatchewan form and still references a review option in the Saskatchewan Court of King's Bench that I included in the KoT retainers in 2019 before the change of representation application in Alberta. Mr. Docken did not inform me about the 2024 retainer agreement before Ms. Kerrivan signed it last month. 25 of the 32 class members referenced by Ms. Singh signed similar retainer agreements with KoT Law.

	<b>mother   child</b>	<b>PR</b>	<b>malformation</b>	<b>KoT retainer</b>
<b>1.</b>	B.(B.)   R.(A.)	NB	TOF with PA   VSD	✓
<b>2.</b>	B.(W.)   B.(J.)	NS	ASD	✓
<b>3.</b>	B.(C.)   B.(M.)	QC	cleft lip and palate	✓
<b>4.</b>	B.(S.)   O.(A.)	ON	clubfoot	✗
<b>5.</b>	B.(A.)   B.(S.)	ON	BAV	✓
<b>6.</b>	C.(J.)   A.(H.)	ON	ASD   VSD   BAV   PDA	✗
<b>7.</b>	C.(S.)   B.(J.)	ON	VSD	✓
<b>8.</b>	D.(C.)   D.(L.)	NL	gastroschisis	✓
<b>9.</b>	D.(S.)   E.(B.)	BC	hole in heart at birth	✓
<b>10.</b>	D.(P.)   L.(R.)	ON	micrognathia   hypospadias	✓
<b>11.</b>	E.(S.)   R.(R.)	MB	PDA	✓

	<b>mother   child</b>	<b>PR</b>	<b>malformation</b>	<b>KoT retainer</b>
<b>12.</b>	F.(T.)   D.(D.)	MB	bilateral vertical talus	✓
<b>13.</b>	G.(T.)   G.(C.)	ON	clubfoot   spina bifida	✓
<b>14.</b>	I.(E.)   I.(F.)	NS	BAV	✓
<b>15.</b>	J.(J.)   S.(T.)	ON	PDA	✗
<b>16.</b>	K.(L.)   F.(K.)	BC	4 holes in heart	✗
<b>17.</b>	K.(A.)   J.(S.)	MB	pulmonary stenosis	✓
<b>18.</b>	L.(J.)   D.(J.)	NB	cleft lip and palate	✓
<b>19.</b>	L.(L.)   L.(C.)	NS	clubfoot	✓
<b>20.</b>	L.(A.)   L.(G.)	NS	cleft lip and palate	✓
<b>21.</b>	M.(J.)   M.(H.)	QC	craniosynostosis	✓
<b>22.</b>	M.(N.)   M.(S.)	ON	clubfoot	✗
<b>23.</b>	M.(K.)   M.(B.)	ON	cleft palate	✓
<b>24.</b>	P.(P.)   B.(S.)	NS	ASD   VSD	✗
<b>25.</b>	P.(J.)   P.(B.)	ON	cleft palate	✓
<b>26.</b>	R.(S.)   B.(D.)	AB	ASD   VSD   PDA	✓
<b>27.</b>	S.(F.)   H.(M.)	AB	ASD   Chiari I   hypospadias   undescended testes   clubfoot   scoliosis	✓
<b>28.</b>	T.(T.)   T.(M.)	SK	ASD   PDA   transposition	✓
<b>29.</b>	T.(K.)   T.(K.)	ON	craniosynostosis	✓
<b>30.</b>	T.(L.)   J.(M.)	ON	spina bifida	✗

	mother   child	PR	malformation	KoT retainer
31.	W.(E.)   W.(E.)	ON	spina bifida	✓
32.	W.(C.)   T.(L.)	BC	craniosynostosis	✓

4. I am willing and able to file claims on behalf of each of these claimants. I have the medical records to do so on their behalf. Nobody else within NSC has a better collection of medical records. I specifically have 459 pages of medical records on behalf of Stephanie Shea and Aiden Ouelette.

5. At paragraph 41 of his affidavit, Mr. D'Angelo refers to 41 claimants who he says "may have" compensable claims. On September 6<sup>th</sup>, 2024, when preparing the estimate of 32 eligible claimants, I obtained a print out of the claims that were in Mr. D'Angelo's database (he set it up for me and demanded that I use it) (**Exhibit 9**, redacted).

6. Of the 46 claimants he listed as "Retained" (as opposed to those he "Rejected"), 13 had conditions that were not eligible for compensation under the settlement agreement. They included (alphabetically): autism, death before being born, encephalopathy, heterotopia, greywolf Parkinsons, klippel-trenaunay syndrome, pregnancy termination, spondylitis, trigger thumb, or had no information. I have highlighted the entries.

## **2. Mr. Docken and NSC**

7. I attach extracts from the NSC partnership agreement hereto as **Exhibit 2**. Under a separate *Consulting Agreement* (**Exhibit 4**), the American partners pay all of Mr. Docken's office and staff expenses each month, including his professional licensing expenses, in exchange for his sharing of fees in his files. The agreement provides that Mr. Docken is to receive 10% of the amount that NSC recovers as fees on Paxil®. I had no involvement in drafting or soliciting this agreement, nor was I consulted about it in advance. I located it in a sharefile directory that Mr. D'Angelo set up and invited me to.

8. Mr. Docken's involvement in the settlement approval hearing was at Mr.

D'Angelo's direction at 5:00 pm Friday before the Tuesday hearing.<sup>1</sup> Mr. Docken did not request any materials from me at any time. Mr. D'Angelo told me to send Mr. Docken the materials so that he could appear with me.

9. I attach as **Exhibit 10** a text that Mr. D'Angelo sent to Mr. Docken and I during the middle of the settlement approval hearing on September 24<sup>th</sup>, 2024. Mr. D'Angelo demanded that I adjourn the hearing and that Mr. Docken would communicate it.

10. At paragraph 12 and Exhibit E of his affidavit, Mr. Docken excluded the last page of the certification order. I drafted, signed, and submitted the certification order to the attention of Rooke ACJQB. I attach the last page as **Exhibit 5** hereto.

### ***3. D'Angelo's time and disbursements***

11. Approaching September of 2024, I repeatedly requested disbursement accounts from Mr. D'Angelo. I attach what he provided to me on September 4<sup>th</sup>, 2024 as **Exhibit 6**. Among other problems, they include time for trips that he and I took to meet with American lawyers near Baltimore in relation to the Roundup® class action and to Houston on SSRI autism cases. They included other disbursements that are not related to this Paxil® class proceeding. I asked for invoices, but he provided none. I do not believe they exist. I rejected his claimed disbursements, but used them to help estimate the \$175,000 in disbursements at section 1(n) of the settlement agreement.

12. In contrast, on August 11<sup>th</sup>, 2021, in connection with the assessment that Rooke ACJQB directed, Merchant Law filed a 5 volume compendium of supporting documentation with Dennis Pawlowki of the King's Bench in Edmonton. The transfer of the file to Mr. Docken and I was "dependent on that process being completed" (**Exhibit 3**). I challenged some of Merchant Law's disbursements, and the dispute was not resolved.

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<sup>1</sup> Email from Mario D'Angelo to Casey R. Churko (2024-09-20) (**Exhibit 8**)

13. Merchant Law appealed Mr. Pawlowski's ruling and the process has not been completed. The appeal was adjourned *sine die* by consent in December of 2021. The resulting \$175,000 in the settlement was an agreed upon compromise between Mr. Merchant, counsel for GSK, and I, which was perceived by Mr. Merchant and I to achieve finality and avoid the need for additional costly assessments after the appeal.

14. Paragraph 14 of Mr. D'Angelo's affidavit was the first time he provided any suggestion of time records beyond my own. From 2019, Mr. D'Angelo frequently stated to me that 'we as plaintiffs' attorneys work on contingency and do not record our time.' I meticulously recorded my time. The 2,124 hours he claims includes my time from the approximately 1,700 hours that I incurred and entered into the time keeping system that he set up before he locked me out of that database on September 25<sup>th</sup>, 2024.

15. I independently recorded my time using other more reliable software from 2019 to the present. My time entries for post-Merchant Law work in the Paxil® class action totaled 1,765.37 hours as November 23<sup>rd</sup>, 2024 (**Exhibit 11**, redacted).

16. The partnership draw that Mr. D'Angelo referred to at paragraph 15 and Exhibit A was paid in connection with advancing multiple class proceedings, not just Paxil®. Disbursements I incurred in Paxil® for which I received no reimbursement from any American partner within NSC are \$3,338.88.

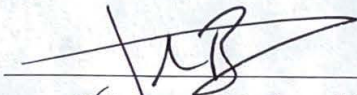
***4. The settlement agreement is better for the class***


17. Although section 10.11 of the settlement agreement precludes the use of drafts (to which I object), Mr. D'Angelo does not attach material terms of the September 3<sup>rd</sup>, 2024 draft settlement agreement to his affidavit in Exhibit "D". He excluded provisions relating to legal fees in the distribution protocol, which I attach hereto as **Exhibit 7**.

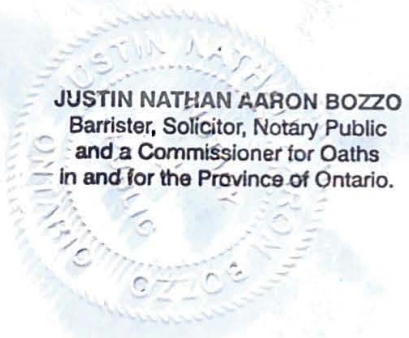
18. I am defending the litigation brought against KoT and I in Toronto by 1 of the 2 American partners in NSC. I deny the allegations, filed a notice of intent to defend, and

will be filing a statement of defence. I specifically deny that the class in Paxil® is worse off by the legal fees provisions in the settlement agreement than in the draft agreement that Mr. D'Angelo attaches in part as Exhibit "D" and that I supplement in Exhibit 7.

AFFIRMED BEFORE ME at Hamilton, )  
Ontario this 26<sup>th</sup> day of November, 2024 )

  
\_\_\_\_\_  
A Notary Public in and for the  
Province of Ontario

  
\_\_\_\_\_  
**CASEY R. CHURKO**



JUSTIN NATHAN AARON BOZZO  
Barrister, Solicitor, Notary Public  
and a Commissioner for Oaths  
in and for the Province of Ontario.

**CONTINGENCY FEE RETAINER AGREEMENT  
(Paxil® and Paxil CR™ Congenital Birth Defects)**

This is Exhibit 1 referred to in the *Affidavit*  
of Casey R. Churko, affirmed before me  
this 26th day of November 2024

BETWEEN

“Client”

  
\_\_\_\_\_  
A Notary Public for the  
Province of Ontario

AND

KOT Law

1201-1914 Hamilton St.  
Regina, Saskatchewan  
S4P 3N6  
(877) 917-5250

“Law Firm”

**1. The Client retains the Law Firm**

to investigate, develop, and settle the Client’s potential claim against GlaxoSmithKline Inc. for Congenital Malformations from the prescription and use of Paxil® and Paxil CR™. The Law Firm is authorized to act as the Client’s negotiator in any and all settlement negotiations with GlaxoSmithKline Inc. The Client may have potential claims against other potential defendants, including prescribing physicians and pharmacists, that the Law Firm will not pursue. If negotiations do not result in a settlement, the Law Firm may file a legal proceeding against GlaxoSmithKline Inc. in which the Client is named as a sole or co-Plaintiff or with other clients of the Law Firm who have claims against GlaxoSmithKline Inc. for Congenital Birth Defects.

by way of a contingency fee retainer agreement. The Law Firm’s remuneration for services to be provided for or on behalf the Client is contingent, in whole or in part, on the successful disposition of the matter in respect of which the services are provided. The Client and the Law Firm have discussed other options for retaining the Law Firm, including on an hourly-rate retainer. Hourly rates may vary among solicitors and the Client can speak with other law firms to compare rates. If for any reason this Contingency Fee Retainer Agreement is held not to be enforceable by the Law Firm, it shall be construed as a Contingency Fee Retainer Agreement between the Client and Casey R. Churko as Lawyer, and the term “Law Firm” herein shall be read as if it said “Lawyer”.

**2. The Law Firm agrees to**

collect, analyze, and summarize medical and pharmaceutical records on behalf of the Client. The Client will sign written authorizations to obtain the Client’s medical, pharmaceutical, and healthcare costs payment records. The Client acknowledges that the Law Firm has, to date, undertaken an investigation and claims assessment on behalf of, and at the request of, the Client.

take all reasonable steps to settle the Client’s claim for fair and reasonable consideration, including by way of any class action in Canada in which the Client becomes entitled to participate. The Law Firm may opt the Client out of any subsequently certified class action. If the Law Firm does not opt the Client out of any certified class action, the Client agrees that the Law Firm may act for the Client in any settlement administration or individual issues resolution procedures that are subsequently approved by that Court.

pay disbursements incurred in furthering the Client’s potential claim, if instructed by the Client (below).



**3. The Client agrees to**

pay the Law Firm a fee of 40% of any amount recovered as settlement proceeds on behalf of the Client plus any applicable taxes thereon. For example, if the Client accepts a settlement of \$100,000, the Client will pay \$40,000 as a fee to the Law Firm. The Law Firm will in no circumstances recover more in fees than the Client receives by way of settlement. The Law Firm may associate with other firms, but the contingency fee will not increase based upon such association. If recovery is by way of a structured settlement, the contingency fee will be paid on the same schedule as the Client's settlement payments.

pay or reimburse the Law Firm for any disbursements advanced in developing and settling the Client's case, such as costs to:

- obtain, analyze, and store hospital, medical, and other health care records;
- retain and pay physicians and other experts for their fees and expenses to prepare reports for existing or contemplated litigation;
- access online legal research services;
- perform computerized on-line searches;
- pay express mail, postage, and courier costs;
- make photocopies, faxes, and long-distance telephone calls;
- present a comprehensive report at settlement negotiations, mediations, and individual issues resolution or settlement administration procedures on the Client's behalf;
- pay court costs including filing fees and examination costs;
- prepare trial exhibits in various physical and electronic formats; and
- make travel and lodging reservations to attend negotiations, examinations, and court hearings.

At the conclusion of this retainer, these disbursements shall be deducted after the computation of the Law Firm's fee. Continuing the example above, if these or other disbursements are \$2,000, the Law Firm will receive \$42,000, and the Client will receive \$58,000. All disbursements may be either advanced by the Client or the Law Firm. The Client may choose either option.

I elect to advance money for costs and expenses.

I elect to have the Law Firm advance the money for costs and expenses.

If the Client elects to have the Law Firm advance the money for costs and disbursements, the Law Firm may borrow the money on the Client's behalf to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the Client's interests. If the Law Firm borrows money from any lending institution to finance the cost of the Client's case, the amounts advanced by the institution will bear interest at the amount paid by the Law Firm to the institution or the highest rate allowed by law, whichever is less. If recovery is by way of a structured settlement, all disbursements and interest thereon will be reimbursed in priority to the Law Firm's fees and the Client's settlement payout.

pay a fair and proportionate share of "common costs" incurred by the Law Firm on the Client's behalf. The Client is aware that the Client's claim is being advanced as a mass tort using personnel and resources already devoted to advancing mass tort claims in North America, and that the Law Firm will incur disbursements for the common benefit of all such claims. Costs that have advanced the interests of other clients shall be deemed "common costs". Common costs shall be allocated on a *pro rata* basis. For example, if there are ten clients who utilize the same expert report, the cost

of that expert report is a common cost, and each client will be assessed their *pro rata* share of that cost.

Since the Law Firm has been retained by other clients having claims for Congenital Birth Defects from Paxil® and Paxil CR™, disbursements incurred to establish the liability of GlaxoSmithKline Inc. or its predecessors and affiliates may be proportionately shared by all such clients. This may be accomplished by collaborating with other North American law firms in a pooling of research and information, for which a case-by-case membership fee may be necessary. Any such fees are a deemed disbursement and will be deducted from the Client's settlement or judgment proceeds after the computation of the Law Firm's fee.

The Client agrees to pay a fair and proportionate share of any and all such disbursements.

**4. The Client or the Law Firm may terminate the Contingency Fee Retainer Agreement**

at any time by providing reasonable notice in writing. If the Law Firm terminates the agreement, the Client will not be responsible for fees and disbursements. If the Client terminates the agreement, the Client will pay disbursements as outlined above and a fair and reasonable fee for the Law Firm's services to date.

**5. The Client retains the right to**

make all critical decisions regarding the conduct of the matter, including acceptance of any offer to settle the Client's claim. The Client is aware that the Client's claim may be settled as a mass tort with other similar claims, including claims of other clients of the Law Firm, however the Law Firm will not settle nor compromise the Client's claim without the Client's consent.

apply to the Saskatchewan Court of Queen's Bench under section 64(3) of *The Legal Profession Act*, 1990, S. Sask 1991, c. L-10.1 for a determination as to whether or not this agreement is fair and reasonable.

ask the Ontario Superior Court of Justice to review and approve the Law Firm's bill within 30 days after its delivery or within one year after its payment.

all protections and controls on retainers between a lawyer and client, as defined by the Law Societies of Saskatchewan and Ontario and the common law. This Contingency Fee Retainer Agreement is entered into under, and governed by, the laws of Saskatchewan, Ontario, and Canada, and to the extent that there is a conflict between these laws, the Client shall have the benefit of the provisions that are most favourable to the Client.

seek independent legal advice about any of the matters in this agreement.

Dated: May 13, 2019

Amy Kerrman

Client

\_\_\_\_\_  
KOT Law

[Signature]  
Witness

\_\_\_\_\_  
Witness

of that expert report is a common cost, and each client will be assessed their *pro rata* share of that cost.

Since the Law Firm has been retained by other clients having claims for Congenital Birth Defects from Paxil® and Paxil CR™, disbursements incurred to establish the liability of GlaxoSmithKline Inc. or its predecessors and affiliates may be proportionately shared by all such clients. This may be accomplished by collaborating with other North American law firms in a pooling of research and information, for which a case-by-case membership fee may be necessary. Any such fees are a deemed disbursement and will be deducted from the Client's settlement or judgment proceeds after the computation of the Law Firm's fee.

The Client agrees to pay a fair and proportionate share of any and all such disbursements.

**4. The Client or the Law Firm may terminate the Contingency Fee Retainer Agreement**

at any time by providing reasonable notice in writing. If the Law Firm terminates the agreement, the Client will not be responsible for fees and disbursements. If the Client terminates the agreement, the Client will pay disbursements as outlined above and a fair and reasonable fee for the Law Firm's services to date.

**5. The Client retains the right to**

make all critical decisions regarding the conduct of the matter, including acceptance of any offer to settle the Client's claim. The Client is aware that the Client's claim may be settled as a mass tort with other similar claims, including claims of other clients of the Law Firm, however the Law Firm will not settle nor compromise the Client's claim without the Client's consent.

apply to the Saskatchewan Court of Queen's Bench under section 64(3) of *The Legal Profession Act*, 1990, S. Sask 1991, c. L-10.1 for a determination as to whether or not this agreement is fair and reasonable.

ask the Ontario Superior Court of Justice to review and approve the Law Firm's bill within 30 days after its delivery or within one year after its payment.

all protections and controls on retainers between a lawyer and client, as defined by the Law Societies of Saskatchewan and Ontario and the common law. This Contingency Fee Retainer Agreement is entered into under, and governed by, the laws of Saskatchewan, Ontario, and Canada, and to the extent that there is a conflict between these laws, the Client shall have the benefit of the provisions that are most favourable to the Client.

seek independent legal advice about any of the matters in this agreement.

Dated: May 9<sup>th</sup> 2019.

Sydnee Jeffrey  
Client

\_\_\_\_\_  
KOT Law

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**JUSTIN NATHAN AARON BOZZO**  
Barrister, Solicitor, Notary Public  
and a Commissioner for Oaths  
in and for the Province of Ontario.

BETWEEN:

**KoT LAW PROFESSIONAL CORPORATION**  
of the Law Societies of Ontario and Saskatchewan,


(“KoT”)

This is Exhibit 2 referred to in the  
*Affidavit of Casey R. Churko*, affirmed  
before me this 26th day of November  
2024

- AND -

**McINTYRE LAW P.C.**  
of the Oklahoma State Bar,

(“McIntyre”)

  
A Notary Public for the  
Province of Ontario

- AND -

**NAPOLI SHKOLNIK PLLC**

(“Napoli”)

**INTERJURISDICTIONAL LAW PARTNERSHIP AGREEMENT**  
(October 2<sup>nd</sup>, 2019)

**WHEREAS** the Partners have agreed to form a Partnership to execute the  
Mandate described in Article II herein, they agree to the terms set out in this  
Agreement.

**ARTICLE I. DEFINITIONS**

1. In this Agreement, the following terms have the following meanings, and the  
singular includes the plural and *vice versa*, as context requires:

- (a) “**Accounting Costs**” are costs to set up an accounting system to be used  
by the Interjurisdictional Firm and to retain accountants to
  - (i) comply with the Law Society of Ontario’s accounting and financial  
reporting requirements and all provincial and federal taxation laws for

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the Interjurisdictional Law Firm and to

(ii) account for funds advanced, received, and administered in the execution of this Agreement.

(b) **“Actions”** are Claims of Clients that are filed in any Canadian superior court but that are not Class Actions, and include Claims pursued in individual issues resolution procedures or settlement claims administration in Class Actions.

(c) **“Advance”** means prosecute Actions and Class Actions and appeals from orders and judgments therein under the civil procedure laws of the jurisdictions in which they are or were Initiated.

(d) **“Advertise”** are the activities enumerated in Paragraphs 5 and 6.

(e) **“Advertising Costs”** are the costs of Advertising to identify Clients in Authorized Litigation.

(f) **“American Partners”** are McIntyre and Napoli.

(g) **“Authorized Litigation”** are Claims arising from any subject matter that the American Partners have previously undertaken or hereinafter undertake in the United States.

(h) **“Canadian Partner”** is KoT.

(i) **“Claims”** are claims by Canadians, including Clients, in Authorized Litigation.

(j) **“Class Actions”** are Claims commenced or continued under class actions

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actual and potential Claims.

(w) “**Legal Fees**” means any cash flows, fees, or profits generated from representing Clients or class members in Authorized Litigation.

(x) “**Litigation Collaboration Agreements**” are the agreements with Other Canadian and International Law Firms described in Paragraph 23.

(y) “**Maintain**” means pay Ongoing Costs, comply with all regulatory requirements for lawyers and law firms in Canada, and execute the activities contemplated by the definitions of Advertising, Investigating, Developing, Initiating, Advancing, and Settling.

(z) “**Ongoing Costs**” include

(i) Accounting Costs,

(ii) Advertising Costs,

(iii) Development Costs,

(iv) Disbursements,

(v) Draws,

(vi) Professional Regulatory Costs,

(vii) court filing fees, court reporter invoices, and other costs in connection with Initiating and Advancing Actions and Class Actions,

(viii) Travel Costs incurred by the Partners and their agents, firms, and partners in the execution of this Agreement, and

(ix) any costs awards that the Interjurisdictional Law Firm or any of

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Action setting out the dates within which steps required by rules of civil procedure are to be completed unless otherwise varied as contemplated herein.

15. Napoli agrees to allocate necessary office staff to support the Canadian Partner with Canadian filings required to Initiate and Advance Actions and Class Actions. The American Partners agree to cover necessary litigation costs until the Interjurisdictional Law Firm can pay such costs without such assistance, however any substantial expense must be approved by American Partners prior to it being incurred.

**f. Settle**

16. Unless instructed by a Client under the terms of retainer agreements, or unless otherwise required by law, the Interjurisdictional Law Firm shall not make nor accept any offers to Settle any Claims without the written approval of each Partner, and any such settlements shall receive any requisite judicial approval.

17. Absent special circumstances (such as the imminent expiration of a limitation period, before the filing of an Action or Class Action, the Interjurisdictional Law Firm shall try to settle the claims of Clients and class members by providing a draft originating pleading to counsel for the intended Defendants, if known.

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meet with representatives of Other Canadian and International Law Firms at their offices or other suitable locations. Any Collaboration shall be formalized pursuant to *Litigation Collaboration Agreements*.

### ARTICLE III. TERMINATION

25. Any Partner may withdraw from this Agreement for any reason, in which case such Partner

(a) will be discharged from any further obligations hereunder,

(b) will have no right of recovery against the remaining Partners for any Disbursements previously expended in Authorized Litigation, and

(c) shall surrender its interest in the distribution of Legal Fees, and such interest shall thereafter be equally distributed among the remaining Partners.

26. This Agreement may be varied by agreement of the Partners in writing.



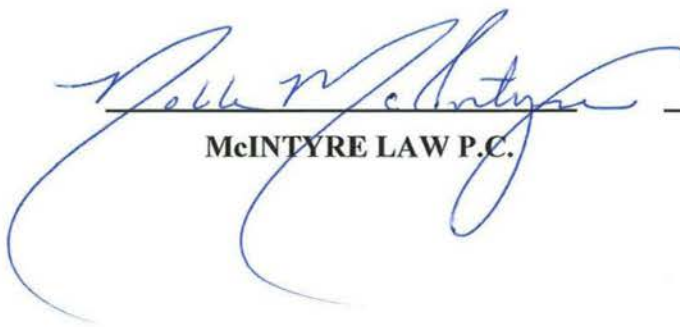
- 16 -

DATED this 2<sup>nd</sup> day of October, 2019

A handwritten signature in black ink, consisting of several overlapping, vertical strokes.

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**KoT LAW  
PROFESSIONAL CORPORATION**

A handwritten signature in blue ink, written in a cursive style.

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**McINTYRE LAW P.C.**

A handwritten signature in black ink, written in a cursive style.

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**NAPOLI SEKOENIK PLLC**

THE HONOURABLE JOHN D. ROOKE  
ASSOCIATE CHIEF JUSTICE



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CALGARY COURTS CENTRE  
SUITE 2401 - N  
601 – 5<sup>TH</sup> STREET S.W.  
CALGARY, ALBERTA T2P 5P7  
TEL (403) 297-4500  
FAX (403) 297-3819

COURT OF QUEEN'S BENCH OF ALBERTA

May 27, 2021

E.F.A. Merchant, Q.C.  
Merchant Law Group LLP  
Email: [merchant@merchantlaw.com](mailto:merchant@merchantlaw.com)

Matthew J. N. Farrell  
Guardian Law Group LLP  
Email: [mfarrell@guardian.law](mailto:mfarrell@guardian.law)

Randy Sutton  
Norton Rose Fulbright LLP  
Email: [randy.sutton@nortonrosefulbright.com](mailto:randy.sutton@nortonrosefulbright.com)

Dear Counsel:

**Re: Singh et al v GlaxoSmithKline Inc. et al – Action No. 1201 12838**

Further to several pieces of correspondence received in the last week or so, it seems that there are some matters that follow:

It appears not to be disputed that the new Counsel for the Plaintiff will be required to pay costs to former Counsel for the Plaintiff, although the amount appears not to be agreed. If that is the case, then I suggest that the matter be set down for an assessment before the Assessment Officer to determine that. The transfer of the file to new Counsel for the Plaintiffs would be dependent upon that process being completed and an undertaking to pay the costs as determined by the Assessment Officer or any appeal thereon. Based on that the matter can proceed.

As to the agreement between Counsel on supplementary certification submissions I have no problem with the first 2 dates set out in Ms. Findlay's letter of May 21, 2021. Once I receive the material I will determine whether a further oral hearing is required.

If these directions do not meet with the approval of Counsel, then Counsel may make applications before me as Case Management Justice.

Yours truly,

John D. Rooke  
Associate Chief Justice

JDR/ps

This is Exhibit 3 referred to in the  
*Affidavit of Casey R. Churko*, affirmed  
before me this 26th day of November  
2024

  
A Notary Public for the  
Province of Ontario

**JUSTIN NATHAN AARON BOZZO**  
Barrister, Solicitor, Notary Public  
and a Commissioner for Oaths  
in and for the Province of Ontario.

## CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement"), is entered into effective as of April 1, 2022 (the "Effective Date"), between Napoli Shkolnik Canada an Ontario registered partnership ("Napoli") and Clint Docken P.C. ("Docken"). Napoli and Docken may be referred to collectively in this Agreement as the "Parties" or individually as a "Party."

The Parties desire to enter into an agreement setting forth the terms and conditions under which Docken will provide services to Napoli.

For and in consideration of the mutual covenants and agreements set out in this Agreement, the Parties agree as follows:

1. Services as a Consultant. Docken agrees to facilitate the transfer of the case files listed in "Schedule A" to Napoli. Napoli agrees to retain, and Docken agrees to provide to Napoli, the services of Docken, such services to be performed in the capacity of a consulting attorney in connection with the ongoing business of Napoli. Docken shall advise and consult with Napoli from time to time as reasonably requested by Napoli in connection with the operation and development of the business operations of Napoli.

2. Term. This Agreement shall commence on the Effective Date and shall continue until the final disposition and payment of the files listed in "Schedule A" (the "Term of Consultancy") unless sooner terminated pursuant to the provisions of this Agreement.

3. Compensation.

3.1 Consulting Fee. Napoli shall pay Docken during the term of this Agreement a percentage of the net fee recovered by Napoli from the representation of the cases listed on "Schedule A" The net fee subject to distribution shall be calculated by first deducting the sums advanced by Napoli in facilitating the transfer of the cases listed on "Schedule A" from the Guardian Law Group. So that there is no misunderstanding, if Napoli has paid to Guardian \$100,000 to facilitate the transfer of the files and a fee of \$1,000,000 is received in connection with the representation of one of the cases listed on "Schedule A" then Napoli will be reimbursed \$100,000, first, leaving \$900,000, the net fee, to be distributed pursuant to this agreement. Payment to the Docken shall be made in accordance with the following:

a. For each of the cases listed on "Schedule B", Docken shall be paid 20% of the net fees recovered by Napoli.

b. For each of the cases listed on "Schedule C", Docken shall be paid 10% of the net fees recovered by Napoli,.

3.2 Expenses. Docken shall, on presenting Napoli with documentation reasonably acceptable to Napoli, be reimbursed by Napoli for all reasonable expenses, including transportation, meals, lodging, long distance phone calls, and related miscellaneous expenses

incurred by Docken in connection with the performance of the services provided by Docken pursuant to this Agreement; provided, however, all expenses of Docken must be approved by Napoli in advance of the expenses being incurred by Docken. Napoli further agrees to pay Docken's law society fees, professional association fees, and malpractice insurance during the term of this agreement or until Docken is engaged by another law firm relating to any activities stated in paragraph 7.

4. Exclusive Services. Docken agrees that he will not, during the term of this Agreement, do any work, perform any services, or serve as a consultant for a third party where those activities would, in the reasonable judgment of Napoli, create a conflict of interest with his activities, duties, obligations, and responsibilities as set forth in this Agreement.

Notwithstanding anything contained in this Section 4. to the contrary, it is acknowledged by the Parties that Docken presently has other business interests not related to the business of Napoli and Docken may continue to pursue those other interests.

5. Confidentiality. Docken recognizes that during the term of this Agreement, Docken may have access to confidential and proprietary information and trade secrets of Napoli. Docken agrees not to divulge, distribute, disseminate, or in any way make public any of that information to any third party during or after the term of this Agreement.

6. Personal Services Contract. Docken acknowledges and agrees this Agreement is a personal services contract and may not be assigned by Docken.

7. Non-Competition. Docken covenants that commencing on the Effective Date and continuing for a period of twelve (12) months following the termination of this Agreement, Docken will not own, manage, operate, join, control, or participate in, directly or indirectly, or derive any benefits from, or be an officer, director, employee, partner, agent, or shareholder of, any business engaged in any activity that is in competition in any manner with the business of Napoli or any of its subsidiaries or affiliates and Docken shall not render assistance or advice to any person, firm, or enterprise which is so engaged.

8. Termination. This Agreement may be terminated prior to the end of the Term of Consultancy on ninety (90) days' notice.:

- a. By the Parties upon the mutual written consent of both Parties;
- b. By Napoli if Docken (i) breaches any covenant, term, or condition contained in this Agreement, (ii) commits an act of theft, fraud, or dishonesty against Napoli, or, (iii) fails or refuses to perform the services to be provided by Docken pursuant to this Agreement.; or,
- c. By Docken if Napoli breaches any covenant, term, or condition of this Agreement.

If this Agreement is terminated for the reasons stated in a., b., or c. above, any obligations of Napoli to pay consulting fees to Docken as provided above, shall terminate effective as of the date of termination of this Agreement, and those fees will be prorated through

the date of termination. If Docken terminates this Agreement pursuant to c. above, Docken shall be entitled to the fees that would be due to Docken during the remainder of the term of this Agreement, if, and only if, the breach of this Agreement by Napoli which has occurred giving rise to Docken's termination pursuant to c. above is the nonpayment of fees or expenses to which Docken is entitled, and such breach has continued for a period of ninety (90) consecutive days.

9. Miscellaneous.

9.1 Independent Contractor. Nothing contained in this Agreement shall be construed to as a partnership agreement and Docken shall not be deemed to be an employee or agent of Napoli. Neither Party has any authority to bind the other in any respect. It is intended, understood, and agreed that Docken is an independent contractor responsible for his own actions.

9.2 Governing Law. This agreement is governed by the laws of the Province of Alberta, without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. the parties irrevocably submit to the jurisdiction of the courts of the Province of Alberta.

9.3 Modifications. No provision of this Agreement may be changed or modified, except by written agreement signed by the Parties.

9.4 Legal Compliance. Docken agrees to abide by all applicable laws and regulations, in the performance of his duties provided for in this Agreement.

9.5 Entire Agreement. This Agreement contains the entire understanding of the Parties in connection with its subject matter and supersedes all previous verbal or written agreements.

9.6 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be considered to have been given if sent by certified mail to

Docken at: Clint Docken, Clint Docken P.C., 107 Breezewood Bay,  
Bragg Creek AB Canada T0L 0K0.

or, to Napoli at: Paul J. Napoli, NSPR Law Services LLC, 1302 Ave Ponce de  
Leon, San Juan, PR 00907

with a copy to: Noble McIntyre, McIntyre Law P.C., 8601 S Western Ave.,  
Oklahoma City, OK 73139

9.7 Invalidity. If any of the provisions of this Agreement shall be held invalid, that invalidity shall not affect any other provisions which can be given effect without the invalid provisions. To this end, the provisions of this Agreement are intended to be and shall be deemed severable.

9.8 Descriptive Headings. The descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of its provisions.

9.9 Electronic Signatures. Each party agrees that the facsimile or electronic signatures, whether digital or encrypted, of the parties included in this Agreement, if any, are intended to authenticate this writing and to have the same force and effect as manual signatures. Without limiting the generality of the foregoing, delivery of an executed counterpart's signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

This Agreement has been executed as of the Effective Date stated above.

/s/PAul J Napoli /

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**Napoli Shkolnik Canada**



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**Clint Docken P.C.**

## Schedule A

CASE
Administrative Segregation
Alph 2.0
Alphabow;
Bobby Bees Canadian Armed Forces
Brentwood (Intercare) Care Centre
Capital One Mastercard
Cargill
CHL
Concrete
CPA
Crown Shores
Deans & Lyons
Direct Energy
Dodge RAM 1500 Shifter
Dodge Ram re: suspension issues
Exshaw Dust
Fiat Chrysler Transmission
First Nations Child Welfare
GFL
Gregory and CBE
Griesbach Flood
Heartland
Hillview
IRSR
Joeys
JW
Lloyds of London
Manoir du Lac
McKenzie Towne
Mercedes Rusts
Mirena
Monat
NWT Privacy Breach
Onion Recall

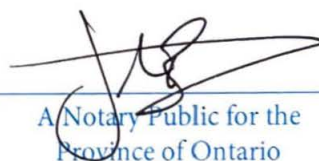
Opioids
Oxycontin
Paxil
Phoenix
Pine Haven Ecoli
Pursuit Bus Crash
Rally
Res School Burial
Robinhood Smuckers
Roundup
Secure Homes/Utilebill
Shepherds Care – Millrise
Smith & Nephew
Sprinkhuysen
Starwood/Marriott Privacy
Surface Rights:
Systemic Racism
Talc
Valsartan
Zantac



### Schedule C

CASE
CHL
Deans & Lyons
Gregory and CBE
Opioids
Oxycontin
Paxil
Talc
Administrative Segregation
Bobby Bees Canadian Armed Forces
Brentwood (Intercare) Care Centre
Dodge RAM 1500 Shifter
Dodge Ram re: suspension issues
Fiat Chrysler Transmission
JW
Manoir du Lac
McKenzie Towne
Phoenix
Sprinkhuysen
CPA
NWT Privacy Breach
Starwood/Marriott Privacy
Alph 2.0
Alphabow;
Capital One Mastercard
Cargill
Concrete
Crown Shores
Direct Energy
Exshaw Dust re Silica Lafarge
First Nations Child Welfare
GFL
Griesbach Flood
Heartland
Hillview

This and the preceding 6 pages is Exhibit 4 referred to in the *Affidavit of Casey R. Churko*, affirmed before me this 26th day of November 2024



A Notary Public for the Province of Ontario

**JUSTIN NATHAN AARON BOZZO**  
 Barrister, Solicitor, Notary Public  
 and a Commissioner for Oaths  
 in and for the Province of Ontario.

8. Case management of this proceeding, including any matters arising out of the Certification Decision, is transferred to Justice D.B. Nixon.

9. The Defendants shall pay the Costs of this Application to the Plaintiff in such amounts as may be agreed between Counsel, or as may be assessed by an assessment officer under the Rules.

This is Exhibit 5 referred to in the Affidavit of Casey R. Churko, affirmed before me this 26th day of November 2024

*J. D. B. Nixon*  
Associate Justice  
CLERK OF THE COURT OF  
KING'S BENCH OF ALBERTA  
Dec 16/22

*[Signature]*  
A Notary Public for the  
Province of Ontario

APPROVED as to form and content as the Order granted:



1900, 144 – 4<sup>th</sup> Avenue S.W.  
Calgary, Alberta  
T2P 3N4



222 Bay Street  
Suite 3000, P.O. Box 53  
Toronto, Ontario  
M5K 1E7

Per:

*[Signature]*

Per:

*[Signature]*

**CASEY R. CHURKO**  
Co-Counsel for the Plaintiffs,  
Fiona Singh and  
Muzaffar Hussain

**RANDY SUTTON**  
Lawyer for the Defendants,  
GlaxoSmithKline Inc.,  
GlaxoSmithKline LLC, and  
GlaxoSmithKline plc.

costid	sysid	vendor	payee	description	date	amount	adjusted amount (CAD)	USD	exchange rate	updated
5137	Paxil		Misc	American Airlines Return	2013-09-06	\$176.93	\$242.39	Yes	1.37	2024-09-04
5138	Paxil		Virgin America	Meeting with Ken bailey	2017-01-13	\$418.18	\$572.91	Yes	1.37	2024-09-04
5139	Paxil		Priceline	Hotel re bailey	2017-01-13	\$450.00	\$616.50	Yes	1.37	2024-09-04
5140	Paxil			4 days at LGA	2017-01-17	\$125.00	\$171.25	Yes	1.37	2024-09-04
5141	Paxil		American airlines	Meeting with Merchant in Ottawa	2017-03-15	\$276.38	\$378.64	Yes	1.37	2024-09-04
5142	Paxil		LIRR	Plane to the Train	2017-03-15	\$52.00	\$71.24	Yes	1.37	2024-09-04
5143	Paxil		Priceline	Car Rental	2017-03-16	\$90.39	\$123.83	Yes	1.37	2024-09-04
5144	Paxil		Misc	Royal Fairmont Ottawa	2017-03-16	\$415.52	\$569.26	Yes	1.37	2024-09-04
5145	Paxil		Misc	Meeting with Casey Lunch/Dinner	2017-03-16	\$150.00	\$205.50	Yes	1.37	2024-09-04
5146	Paxil		Southwest Airlines	5QAJCJ	2017-03-27	\$397.88	\$545.10	Yes	1.37	2024-09-04
5039	Paxil		office exp	March 2017 Postage	2017-04-02	\$4.02	\$5.51	Yes	1.37	2024-09-04
5040	Paxil		office exp	March 2017 Copy, Scan & Fax	2017-04-02	\$48.50	\$66.45	Yes	1.37	2024-09-04
5041	Paxil		Capital One	NKM travel to Houston to discuss cases	2017-04-03	\$532.86	\$730.02	Yes	1.37	2024-09-04
5147	Paxil		Misc	Hilton Americas	2017-04-04	\$88.12	\$120.72	Yes	1.37	2024-09-04
5148	Paxil		Parking	Park Plus LGA	2017-04-04	\$52.17	\$71.47	Yes	1.37	2024-09-04
5149	Paxil		Southwest Airlines	Conf 55H3V8	2017-04-28	\$126.48	\$173.28	Yes	1.37	2024-09-04
5150	Paxil		Priceline	Dollar Rental Car	2017-04-28	\$55.07	\$75.45	Yes	1.37	2024-09-04
5151	Paxil		JetBlue	trip to Charlottes conf YVTEBM	2017-04-28	\$168.20	\$230.43	Yes	1.37	2024-09-04
5042	Paxil		Office exp	April 2017 Postage	2017-05-01	\$16.30	\$22.33	Yes	1.37	2024-09-04
5043	Paxil		Office exp	April 2017 Copy, Fax, Scan	2017-05-01	\$44.80	\$61.38	Yes	1.37	2024-09-04
5044	Paxil		Office exp	May Copy, fax, scan	2017-06-01	\$31.90	\$43.70	Yes	1.37	2024-09-04
5152	Paxil		Priceline	Staybridge suites PDX	2017-06-10	\$146.26	\$200.38	Yes	1.37	2024-09-04
5153	Paxil		JetBlue	KJAOMR-seat upgrade	2017-06-10	\$65.60	\$89.87	Yes	1.37	2024-09-04
5154	Paxil		Misc	Comfort Inn Suites Eugene	2017-06-11	\$278.22	\$381.16	Yes	1.37	2024-09-04
5155	Paxil		JetBlue	rt to port land re gass-gilchrist deposition	2017-06-11	\$504.00	\$690.48	Yes	1.37	2024-09-04
5156	Paxil		Priceline	Hertz rental car	2017-06-11	\$109.21	\$149.62	Yes	1.37	2024-09-04

5157	Paxil	Misc	Meals re gilchrist	2017-06-12	\$92.78	\$127.11	Yes	1.37	2024-09-04
5158	Paxil	Parking	JFK Parking	2017-06-13	\$78.00	\$106.86	Yes	1.37	2024-09-04
5159	Paxil	Misc	gas for rental car	2017-06-14	\$35.00	\$47.95	Yes	1.37	2024-09-04
5045	Paxil	office exp	June Copy/ Fax/ scan	2017-07-01	\$1,151.10	\$1,577.01	Yes	1.37	2024-09-04
5160	Paxil	Misc	Lunch/dinner with Expert	2017-07-17	\$175.00	\$239.75	Yes	1.37	2024-09-04
5161	Paxil	JetBlue	AAMRZV	2017-07-17	\$552.39	\$756.77	Yes	1.37	2024-09-04
5162	Paxil	LIRR	Train to the plane	2017-07-17	\$39.00	\$53.43	Yes	1.37	2024-09-04
5046	Paxil	Office exp	July 2017 Copy/fax/scan	2017-08-01	\$33.35	\$45.69	Yes	1.37	2024-09-04
5047	Paxil	Office exp	July 2017 Stamps	2017-08-02	\$4.05	\$5.55	Yes	1.37	2024-09-04
5048	Paxil	american express		2017-08-18	\$664.56	\$910.45	Yes	1.37	2024-09-04
5049	Paxil	Capitol One		2017-08-18	\$318.26	\$436.02	Yes	1.37	2024-09-04
5050	Paxil	Chase Credit Card	NKM/Mario Meals	2017-08-18	\$98.36	\$134.75	Yes	1.37	2024-09-04
5051	Paxil	chse credit card		2017-08-18	\$670.94	\$919.19	Yes	1.37	2024-09-04
5052	Paxil	Office exp	August 2017 Scan copy and Fax	2017-09-01	\$124.25	\$170.22	Yes	1.37	2024-09-04
5053	Paxil	Office exp	August Stamps 2017	2017-09-05	\$48.36	\$66.25	Yes	1.37	2024-09-04
5163	Paxil	Priceline	Aoft Hotal - PDX	2017-09-07	\$242.98	\$332.88	Yes	1.37	2024-09-04
5054	Paxil	american express		2017-09-11	\$979.39	\$1,341.76	Yes	1.37	2024-09-04
5055	Paxil	american express		2017-09-11	\$63.42	\$86.89	Yes	1.37	2024-09-04
5056	Paxil	Chase Credit Card		2017-09-11	\$148.98	\$204.10	Yes	1.37	2024-09-04
5057	Paxil	golkow technologies		2017-09-11	\$1,178.30	\$1,614.27	Yes	1.37	2024-09-04
5058	Paxil	golkow technologies		2017-09-11	\$302.30	\$414.15	Yes	1.37	2024-09-04
5164	Paxil	Parking	Smart Park lga	2017-09-17	\$37.64	\$51.57	Yes	1.37	2024-09-04
5165	Paxil	Misc	uberchicago	2017-09-19	\$24.91	\$34.13	Yes	1.37	2024-09-04
5166	Paxil	Southwest Airlines	(PWRPQ8)   19SEP17   MDW-LGA   Dangelo/Mario	2017-09-19	\$265.96	\$364.37	Yes	1.37	2024-09-04
5167	Paxil	Misc	Uberchicago	2017-09-19	\$3.83	\$5.25	Yes	1.37	2024-09-04
5168	Paxil	Misc	Meals in Chicago	2017-09-19	\$75.00	\$102.75	Yes	1.37	2024-09-04

5169	Paxil	Misc	Lunch re Motyka 47.00	2017-09-23	\$47.00	\$64.39	Yes	1.37	2024-09-04
5170	Paxil	Misc	Delta F6LQDS	2017-09-23	\$784.40	\$1,074.63	Yes	1.37	2024-09-04
5171	Paxil	LIRR	train to the palne	2017-09-23	\$39.00	\$53.43	Yes	1.37	2024-09-04
5172	Paxil	Misc	Delta Upgrade	2017-09-23	\$69.00	\$94.53	Yes	1.37	2024-09-04
5173	Paxil	Misc	UberAtlanta	2017-09-23	\$26.21	\$35.91	Yes	1.37	2024-09-04
5059	Paxil	office exp	September2017 Copy/Fax/Scan	2017-09-29	\$360.80	\$494.30	Yes	1.37	2024-09-04
5060	Paxil	Office exp	September2017 Stamps	2017-10-02	\$1.84	\$2.52	Yes	1.37	2024-09-04
5174	Paxil	Priceline	Sheraton Philadelphia	2017-10-16	\$103.97	\$142.44	Yes	1.37	2024-09-04
5175	Paxil	Parking	Parking at sheraton	2017-10-17	\$65.00	\$89.05	Yes	1.37	2024-09-04
5176	Paxil	Southwest Airlines	swa V6AQBR	2018-01-10	\$248.98	\$341.10	Yes	1.37	2024-09-04
5177	Paxil	Southwest Airlines	V6KX3Q	2018-01-11	\$188.42	\$258.14	Yes	1.37	2024-09-04
5061	Paxil	Office exp	January2018 Copy/Fax/Scan	2018-01-31	\$25.55	\$35.00	Yes	1.37	2024-09-04
5062	Paxil	Office exp	January2018 Postage	2018-02-02	\$3.38	\$4.63	Yes	1.37	2024-09-04
5063	Paxil	Office exp	Feb 2018 Copy/Fax/Scan	2018-03-01	\$39.80	\$54.53	Yes	1.37	2024-09-04
5064	Paxil	Office exp	March 2018 Copy/Fax/Scan	2018-04-03	\$26.00	\$35.62	Yes	1.37	2024-09-04
5178	Paxil	Misc	Virgin america Las flight	2018-04-11	\$146.30	\$200.43	Yes	1.37	2024-09-04
5065	Paxil	Office exp	April 2018 Postage	2018-05-02	\$0.47	\$0.64	Yes	1.37	2024-09-04
5066	Paxil	Office exp	April 2018 Copy/Fax/Scan	2018-05-02	\$2.25	\$3.08	Yes	1.37	2024-09-04
5067	Paxil	Chase Card Card	Travel Paxil 3	2018-05-25	\$863.74	\$1,183.32	Yes	1.37	2024-09-04
5179	Paxil	Misc	Aircanada LGA to TORONTO	2018-05-30	\$282.00	\$386.34	Yes	1.37	2024-09-04
5180	Paxil	Priceline	hilton Toronto	2018-05-30	\$325.01	\$445.26	Yes	1.37	2024-09-04
5181	Paxil	Parking	Park Plus LGA	2018-05-31	\$43.30	\$59.32	Yes	1.37	2024-09-04
5182	Paxil	Misc	West Jet to LGA from Toronto	2018-05-31	\$529.18	\$724.98	Yes	1.37	2024-09-04
5183	Paxil	Misc	Pearson Express R/T	2018-05-31	\$24.70	\$33.84	Yes	1.37	2024-09-04
5068	Paxil	Office exp	May 2018 Copy/Fax/Scan	2018-06-01	\$1.50	\$2.06	Yes	1.37	2024-09-04
5069	Paxil	Office exp	June 2018 Copy/Fax/Scan	2018-07-05	\$116.25	\$159.26	Yes	1.37	2024-09-04
5070	Paxil	Office exp	June 2018 Postage	2018-07-05	\$11.77	\$16.12	Yes	1.37	2024-09-04
5184	Paxil	Southwest Airlines	Houston meeting to discuss Merchant Alliance	2018-07-30	\$600.98	\$823.34	Yes	1.37	2024-09-04
5071	Paxil	Office exp	July 2018 Copy/Fax/Scan	2018-08-01	\$17.00	\$23.29	Yes	1.37	2024-09-04

5072	Paxil		Office exp	July2018 Postage	2018-08-02	\$5.52	\$7.56	Yes	1.37	2024-09-04
5185	Paxil		Priceline	AirCanada/Continental	2018-08-28	\$378.48	\$518.52	Yes	1.37	2024-09-04
5186	Paxil		Priceline	FaimontRoyal York	2018-08-28	\$151.97	\$208.20	Yes	1.37	2024-09-04
5187	Paxil		LIRR	Train to the Plane	2018-08-29	\$31.00	\$42.47	Yes	1.37	2024-09-04
5188	Paxil		Misc	Pearson Express R/T	2018-08-29	\$24.70	\$33.84	Yes	1.37	2024-09-04
5073	Paxil		office expense	august copier cost	2018-09-05	\$0.25	\$0.34	Yes	1.37	2024-09-04
5074	Paxil		office expense	august stamp cost	2018-09-05	\$0.47	\$0.64	Yes	1.37	2024-09-04
5189	Paxil		Misc	WestJet	2018-09-06	\$280.80	\$384.70	Yes	1.37	2024-09-04
5190	Paxil		Misc	Pearson Express	2018-09-06	\$24.79	\$33.96	Yes	1.37	2024-09-04
5191	Paxil		Misc	Meals for trip	2018-09-07	\$75.00	\$102.75	Yes	1.37	2024-09-04
5192	Paxil		Misc	American airlines r/t to JFK rebook	2018-09-07	\$265.75	\$364.08	Yes	1.37	2024-09-04
5193	Paxil		Priceline	Crown Plaza	2018-09-07	\$100.97	\$138.33	Yes	1.37	2024-09-04
5075	Paxil		office exp		2018-10-02	\$69.35	\$95.01	Yes	1.37	2024-09-04
5194	Paxil		Misc	Trump international Vegas	2018-10-03	\$317.34	\$434.76	Yes	1.37	2024-09-04
5076	Paxil		Office Expense	september stamp cost	2018-10-08	\$2.31	\$3.16	Yes	1.37	2024-09-04
5077	Paxil		office expense	october2018 copier cost	2018-11-02	\$471.85	\$646.43	Yes	1.37	2024-09-04
5195	Paxil		Southwest Airlines	Southwest- Mario to BWI Miller Meeting 11/15 RT	2018-11-08	\$465.96	\$638.37	Yes	1.37	2024-09-04
5196	Paxil		Priceline	WestJet - For Casey BWI-Regina Miller Meeting	2018-11-08	\$582.21	\$797.63	Yes	1.37	2024-09-04
5197	Paxil			MGELOC- WestJet -Casy Miller meeting his aairfare	2018-11-14	\$819.98	\$1,123.37	Yes	1.37	2024-09-04
5198	Paxil		Priceline	Casey Hotel at BWI Sheraton	2018-11-14	\$114.39	\$156.71	Yes	1.37	2024-09-04
5199	Paxil		Priceline	Mario Hotel 1 night @ Sheraton	2018-11-14	\$199.96	\$273.95	Yes	1.37	2024-09-04
5200	Paxil		Priceline	Arundel Hotel	2018-11-15	\$88.92	\$121.82	Yes	1.37	2024-09-04
5201	Paxil		Southwest Airlines	BWI-ISP etc Miller Meeting QUJVA6	2018-11-15	\$465.96	\$638.37	Yes	1.37	2024-09-04
5202	Paxil		Misc	grill Fire dinner with Casey	2018-11-15	\$180.32	\$247.04	Yes	1.37	2024-09-04
5203	Paxil		Misc	Tolls	2018-11-16	\$48.29	\$66.16	Yes	1.37	2024-09-04
5204	Paxil		Misc	Casey airfare back to Canda	2018-11-17	\$582.21	\$797.63	Yes	1.37	2024-09-04
5205	Paxil		Misc	National Car Rental	2018-11-17	\$229.29	\$314.13	Yes	1.37	2024-09-04
5078	Paxil		Office Expense	october2018 stamp cost	2018-11-26	\$4.61	\$6.32	Yes	1.37	2024-09-04
5079	Paxil		Office Expense	November2018 Stamp Costs	2018-12-03	\$1.41	\$1.93	Yes	1.37	2024-09-04

5080	Paxil		Office Expense	november2018 copiercost	2018-12-04	\$157.90	\$216.32	Yes	1.37	2024-09-04
5038	Paxil	Injury Alliance LLC	InjuryAlliance	Initial Advertising	2018-12-31	\$103,100.00	\$139,185.00	Yes	1.35	2024-09-04
5081	Paxil		Office Expense	December2018 stamp cost	2019-01-02	\$0.47	\$0.64	Yes	1.37	2024-09-04
5082	Paxil		Office Expense	December2018 Copier Costs	2019-01-03	\$169.80	\$232.63	Yes	1.37	2024-09-04
5238	Paxil		Misc	Alaska Airlines flight to Calgary	2019-01-03	\$539.70	\$739.39	Yes	1.37	2024-09-04
5239	Paxil		WestJet	WesatJetReturn Flight XSBEXG	2019-01-04	\$798.12	\$1,093.42	Yes	1.37	2024-09-04
5240	Paxil		Misc	Uberfrom Home to JFK forftto Calgary	2019-01-07	\$71.24	\$97.60	Yes	1.37	2024-09-04
5241	Paxil		Misc	Seattle Airport Meal	2019-01-07	\$37.12	\$50.85	Yes	1.37	2024-09-04
5242	Paxil		Priceline	HyattRegency 1/7-1/10/19	2019-01-07	\$484.98	\$664.42	Yes	1.37	2024-09-04
5243	Paxil			Uber	2019-01-08	\$25.29	\$34.65	Yes	1.37	2024-09-04
5244	Paxil		Misc	Lunch/Dinnerat Thompsons Canada	2019-01-08	\$42.32	\$57.98	Yes	1.37	2024-09-04
5245	Paxil		Misc	Uber to Calgary airport	2019-01-10	\$30.25	\$41.44	Yes	1.37	2024-09-04
5246	Paxil		Misc	Room Service for 3 days at Hyatt	2019-01-10	\$185.85	\$254.61	Yes	1.37	2024-09-04
5083	Paxil		Office Expense	January2019 Printer Costs	2019-02-05	\$265.15	\$363.26	Yes	1.37	2024-09-04
5084	Paxil		Strategic Legal - Records		2019-02-28	\$1,690.18	\$2,315.55	Yes	1.37	2024-09-04
5085	Paxil		Office Expense	Febuary2019 Copier Costs	2019-03-05	\$284.50	\$389.77	Yes	1.37	2024-09-04
5086	Paxil		McIntyre Law		2019-03-20	\$0.00	\$0.00	Yes	1.37	2024-09-04
5087	Paxil		Office Expense	March 2019 Copier Costs	2019-04-01	\$168.10	\$230.30	Yes	1.37	2024-09-04
5088	Paxil		Office Expense	March 2019 Stamp Costs	2019-04-03	\$13.60	\$18.63	Yes	1.37	2024-09-04
5089	Paxil		Chase Credit Card	Calgerly Canada Travel Expense	2019-04-25	\$1,046.49	\$1,433.69	Yes	1.37	2024-09-04
5090	Paxil		Office Expense	April 2019 Stamp Costs	2019-05-01	\$143.40	\$196.46	Yes	1.37	2024-09-04
5091	Paxil		Office Expense	April 2019 Stamp Costs	2019-05-03	\$6.80	\$9.32	Yes	1.37	2024-09-04
5092	Paxil		Office Expense	May 2019 Copier Costs	2019-06-03	\$176.80	\$242.22	Yes	1.37	2024-09-04
5093	Paxil		Office Expense	May 2019 Stamp Costs	2019-06-03	\$0.50	\$0.69	Yes	1.37	2024-09-04
5094	Paxil		PacerServices Center	Research	2019-06-03	\$120.90	\$165.63	Yes	1.37	2024-09-04
5095	Paxil		Office Expense	June 2019 Copier Costs	2019-07-01	\$258.15	\$353.67	Yes	1.37	2024-09-04
5096	Paxil		office expence	June 2019 Stamp Costs	2019-07-02	\$16.05	\$21.99	Yes	1.37	2024-09-04
5097	Paxil		Office Expense	July2019 Copier Costs	2019-08-02	\$1.45	\$1.99	Yes	1.37	2024-09-04

5098	Paxil		Office Expense	July2019 StampCosts	2019-08-02	\$273.20	\$374.28	Yes	1.37	2024-09-04
5099	Paxil		Office Expense	August2019 Copier Costs	2019-09-04	\$206.70	\$283.18	Yes	1.37	2024-09-04
5100	Paxil		Office Expense	September2019 Stamp Costs	2019-10-01	\$0.95	\$1.30	Yes	1.37	2024-09-04
5101	Paxil		Office Expense	September2019 Copier Costs	2019-10-02	\$307.10	\$420.73	Yes	1.37	2024-09-04
5102	Paxil		Office Expense	October2019 Copier Costs	2019-11-19	\$217.00	\$297.29	Yes	1.37	2024-09-04
5103	Paxil		Office Expense	November2019 Copier Costs	2019-12-02	\$251.45	\$344.49	Yes	1.37	2024-09-04
5104	Paxil		Office Expense	December2019 Copier Costs	2020-01-02	\$243.85	\$334.07	Yes	1.37	2024-09-04
5105	Paxil		Office Expense	January2020 Copier Costs	2020-02-05	\$176.45	\$241.74	Yes	1.37	2024-09-04
5106	Paxil		Office Expense	February2020 Copier Costs	2020-03-04	\$163.65	\$224.20	Yes	1.37	2024-09-04
5107	Paxil		Office Expense	March 2020 Copier Costs	2020-04-01	\$168.85	\$231.32	Yes	1.37	2024-09-04
5108	Paxil		office expense	April 2020 Stamp Cost	2020-05-04	\$444.00	\$608.28	Yes	1.37	2024-09-04
5109	Paxil		Office Expense	May copy/scan/fax cost	2020-05-04	\$320.75	\$439.43	Yes	1.37	2024-09-04
5110	Paxil		Office Expense	May Copy/fax/scan cost	2020-06-08	\$33.75	\$46.24	Yes	1.37	2024-09-04
5111	Paxil		Office exp	january2021 stamp costs	2021-02-01	\$0.51	\$0.70	Yes	1.37	2024-09-04
5112	Paxil		office exp	January2021 Copier Exp	2021-02-01	\$0.40	\$0.55	Yes	1.37	2024-09-04
5113	Paxil		Office exp	April 2021 copier cost	2021-05-03	\$4.75	\$6.51	Yes	1.37	2024-09-04
5114	Paxil		Office exp	May2021 Copier Costs	2021-06-02	\$30.00	\$41.10	Yes	1.37	2024-09-04
5115	Paxil		Office Expense	Copy/scan/fax July2021	2021-08-04	\$163.50	\$224.00	Yes	1.37	2024-09-04
4775	Paxil	McIntyre		Uberto LGA	2022-05-10	\$101.65	\$139.26	Yes	1.37	2024-08-09
4776	Paxil	McIntyre		Uberto YYC	2022-05-12	\$34.36	\$47.07	Yes	1.37	2024-08-09
4770	Paxil	McIntyre		WestJet to Toront	2022-08-17	\$183.93	\$251.98	Yes	1.37	2024-08-09
4771	Paxil	McIntyre		BA flight to JFK	2022-08-17	\$250.01	\$342.51	Yes	1.37	2024-08-09
4772	Paxil	McIntyre		Royal York Hotel for mediation	2022-08-17	\$343.97	\$471.24	Yes	1.37	2024-08-09
4774	Paxil	McIntyre		Projector for powerpoint	2022-08-17	\$61.91	\$84.82	Yes	1.37	2024-08-09
4768	Paxil	McIntyre		Parking lga	2022-08-18	\$51.03	\$69.91	Yes	1.37	2024-08-09
4769	Paxil	McIntyre		Transport, UP express	2022-08-18	\$25.90	\$25.90	No	1.37	2024-08-09
4773	Paxil	McIntyre		Room Service charges. Team meeting to go over the presentation for mediation	2022-08-18	\$250.00	\$342.50	Yes	1.37	2024-08-09
5215	Paxil			Delta Airlines Flight LGA-YYC	2022-09-14	\$376.93	\$516.39	Yes	1.37	2024-09-04
5217	Paxil			Ramada Wyndham Calgary 9-14 to 9-15	2022-09-14	\$164.97	\$226.01	Yes	1.37	2024-09-04
5219	Paxil			Uberto LGA	2022-09-14	\$158.13	\$216.64	Yes	1.37	2024-09-04



5220	Paxil		UberYYC-Hotel	2022-09-14	\$45.13	\$61.83	Yes	1.37	2024-09-04
5222	Paxil		Lunch/Dinner in Calgary (w/tip)	2022-09-14	\$50.00	\$68.50	Yes	1.37	2024-09-04
5216	Paxil		YYC-SEA	2022-09-15	\$317.92	\$435.55	Yes	1.37	2024-09-04
5218	Paxil		Sleep Inn Sea-Tac 9-15-9-16	2022-09-15	\$154.97	\$212.31	Yes	1.37	2024-09-04
5221	Paxil		Printer for office.	2022-09-15	\$183.93	\$251.98	Yes	1.37	2024-09-04
5223	Paxil		Receipt from DOMINO'S 7128 for \$50.07	2022-09-15	\$50.07	\$68.60	Yes	1.37	2024-09-04
5224	Paxil		YYC lunch (Priority Pass)	2022-09-15	\$32.00	\$43.84	Yes	1.37	2024-09-04
5116	Paxil	Office exp	September 2022 Print/Copy/Scan/Fax Cost	2022-10-04	\$0.09	\$0.12	Yes	1.37	2024-09-04
5208	Paxil		Ramada Wyndam Calgary	2022-10-26	\$186.98	\$256.16	Yes	1.37	2024-09-04
5209	Paxil		LGA Lunch	2022-10-26	\$26.00	\$35.62	Yes	1.37	2024-09-04
5210	Paxil		pARKING lga (WAY)	2022-10-26	\$43.77	\$59.96	Yes	1.37	2024-09-04
5211	Paxil		Air Canada LGA-YYC	2022-10-26	\$299.10	\$409.77	Yes	1.37	2024-09-04
5212	Paxil		American Airlines	2022-10-28	\$272.31	\$373.06	Yes	1.37	2024-09-04
5117	Paxil	american express		2024-06-18	\$922.68	\$1,264.07	Yes	1.37	2024-09-04
5118	Paxil	WBM Technologies - KSC Firm Chase CC		2024-07-02	\$154.15	\$211.19	Yes	1.37	2024-09-04
5132	Paxil	LIRR	train to the plane		\$31.00	\$42.47	Yes	1.37	2024-09-04
5133	Paxil		Trump meals		\$245.71	\$336.62	Yes	1.37	2024-09-04
5134	Paxil	WestJet	WestJet for Casey Regina to BWI. Miller Meeting		\$772.61	\$1,058.48	Yes	1.37	2024-09-04
5135	Paxil	Priceline	car rental		\$225.00	\$308.25	Yes	1.37	2024-09-04
5136	Paxil	Misc	Dinner tickets to meet with Merchant/Casey		\$351.20	\$481.14	Yes	1.37	2024-09-04
					Total:				
					\$193,042.95				


This and the preceding 6 pages is Exhibit 6 referred to in the Affidavit of Casey R. Churko, affirmed before me this 26th day of November 2024

  
 A Notary Public for the Province of Ontario

**JUSTIN NATHAN AARON BOZZO**  
 Barrister, Solicitor, Notary Public  
 and a Commissioner for Oaths  
 in and for the Province of Ontario.

This is Exhibit 7 referred to in the *Affidavit of Casey R. Churko*, affirmed before me this 26th day of November 2024

**JUSTIN NATHAN AARON BOZZO**  
Barrister, Solicitor, Notary Public  
and a Commissioner for Oaths  
in and for the Province of Ontario.

  
\_\_\_\_\_  
A Notary Public for the  
Province of Ontario

Page 1 of 33

**PAXIL® AND PAXIL CR™  
NATIONAL CLASS ACTION SETTLEMENT AGREEMENT**

**WHEREAS** the Plaintiffs brought this proceeding under the *Class Proceedings Act*, SA 2003 c C-16.5, and the Honourable Associate Chief Justice J.D. Rooke certified the Class Proceeding by *Order (Class Certification)* pronounced November 17<sup>th</sup>, 2022 and filed December 19<sup>th</sup>, 2022;

**AND WHEREAS** the Defendants appealed all aspects of the *Order (Class Certification)* by *Civil Notice of Appeal*, filed December 16<sup>th</sup>, 2022, and deny that any Damages are payable and that the Plaintiffs and/or other Class Members are entitled to relief, and have not conceded but deny all liability and believe that they have reasonable defences to the Class Proceeding and the Allegations;

**AND WHEREAS** the common issues proposed for certification relate to allegations that Paxil® and Paxil CR™ cause or increase the likelihood of certain congenital malformations in children born to women who ingested Paxil® or Paxil CR™ while pregnant, and that the Defendants failed to provide an appropriate warning of that risk during the Class Period;

**AND WHEREAS** counsel for the Plaintiffs have conducted a thorough analysis of the merits of the Allegations, and have also taken into account the extensive burdens and expense of litigation, including the risks of trial;

**AND WHEREAS** in consideration of all of the circumstances and after extensive arm's length negotiations, both directly and with the assistance of a mediator, the Parties wish to settle any and all issues between the Defendants and Class Members in any way relating to the Allegations;

**AND WHEREAS** after their investigation, the Representative Plaintiff and Class Counsel have concluded that this *Settlement Agreement* is fair, reasonable, and in the best interests of the Class;

**AND WHEREAS** for the purposes of settlement, and contingent on orders by the Court approving the settlement and the terms of this *Settlement Agreement*, the Representative Plaintiff, on her behalf, on behalf of the minor, Muzzafar Hussain, and on behalf of Class Members, has consented to a dismissal of the Class Proceeding against the Defendants and the release of the Defendants from liability in accordance with the terms of this *Settlement Agreement* having been fully advised of the terms of this *Settlement Agreement* and the settlement herein;

**AND WHEREAS** the Defendants have entered into this *Settlement Agreement* without any admission of liability;

**NOW THEREFORE**, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Class Proceeding be settled and dismissed on the following terms and conditions:

**Section 1 – Definitions**

1.1 For the purposes of this *Settlement Agreement*, including its recitals and schedules, the following definitions apply:

- (a) "Account" means a special interest bearing trust account under the control of the Claims Administrator at a Schedule 1 chartered Canadian bank into which the Compensation Fund

**SCHEDULE D – Distribution Protocol**

1. All capitalized terms used in this schedule have the same meaning as in the *Settlement Agreement*.

**Process to Advance a Claim**

2. A Class Member who wishes to receive benefits pursuant to the settlement of this Class Proceeding must provide the Claims Administrator with a *Claim Form* (Appendix 1) before the Claims Deadline.

3. Mailed or couriered *Claim Forms* received after the Claims Deadline but post marked or deposited with the courier on or before the Claims Deadline will be deemed received on the post marked date or the date deposited with the courier.

4. E-mailed or faxed *Claim Forms* will be deemed received on the date received by the Claims Administrator

**Determination of Eligibility**

5. To receive a Compensatory Payment, a Claimant must satisfy the Claims Administrator that he or she is an Eligible Claimant by the completion and submission of a valid *Claim Form* with related medical and pharmacy records.

6. To be eligible for compensation, the Claimant Mother, Claimant Child, or their legal or estate representative must satisfy the Claims Officer that:

- (a) Neither the Claimant Mother or Claimant Child:
  - i. had a cardiovascular birth defect with no other Qualifying Congenital Malformation(s); and
  - ii. was a resident of the Province of British Columbia prior to February 3, 2006 when they were prescribed Paxil® or Paxil CR™;
- (b) The records described below confirm that the Claimant Mother of the Claimant Child was prescribed branded (and not generic) Paxil® or Paxil CR™ (**Paxil**) in Canada.
- (c) Paxil was dispensed to the Claimant Mother during the First Trimester of pregnancy.
- (d) The prescription for Paxil referred to in paragraph 6(b) was dispensed:
  - i. prior to February 3, 2006, in which case no percentage reduction will be applied to any Compensatory Payment;
  - ii. between February 3, 2006 and February 3, 2007, in which case a reduction of 50% will be applied to any Compensatory Payment; or
  - iii. February 3, 2007 or later, in which case, the Claimant will not be eligible for compensation.
- (e) The Claimant Child was born alive and subsequently diagnosed with a birth defect that constitutes a Qualifying Congenital Malformation.

**Qualifying Congenital Malformations**

7. Qualifying Congenital Malformations are limited to the following exhaustive list:

- (a) Anencephaly;

assessment of Compensatory Payments, will be determined pursuant to the laws of Alberta and Canada, and where necessary will be adjudicated by the case management justice in the Court of King's Bench.

***Distribution of Compensation Fund***

36. Compensatory Payments to Class Members shall be paid from the Compensation Fund on a pro-rata basis based on the number of points. All Claims will be adjudicated and finally determined before any amounts for Compensatory Payments are paid pursuant to the *Settlement Agreement*.

37. Compensatory Payments will not be paid until the Claims Administrator has satisfied itself of the adequacy and veracity of the evidence and documents provided by all Class Members in support of their Claims. In the event that Compensatory Payments are paid and the Parties subsequently learn that the Records or other supporting evidence of a Class Member's Claim were misrepresented or fraudulent, the Defendants and Claims Officer reserve all rights and remedies to recover the entirety of the Compensatory Payment at issue.

38. Lawyer's Fees will be paid as and when Compensatory Payments are made to Eligible Claimants from the Compensation Fund. Subject to Section 8.5 of the *Settlement Agreement*, the Claims Administrator shall pay to Class Counsel:

- (a) 35% of the Compensatory Payments made to Class Members they represent plus disbursements and applicable taxes;
- (b) 10% of the Compensatory Payments made to Eligible Claimants who are represented by other lawyers who executed retainer agreements with Class Members before the *Notice of Settlement Approval Hearing* is given plus applicable taxes, and such other lawyers may also claim disbursements and applicable taxes;
- (c) 25% of the Compensatory Payments made to any Eligible Claimants who are represented by other lawyers who executed retainer agreements with Class Members after the *Notice of Settlement Approval Hearing* is given plus applicable taxes and such other lawyers may also claim disbursements and applicable taxes; and
- (d) 15% of Compensatory Payments that are made to Eligible Claimants who are unrepresented plus applicable taxes.

The amount of the combined Class Counsel Fee and Lawyer's Fees will not exceed 35% of the Settlement Fund. Lawyer's Fees (but not the Class Counsel Fee) will be proportionately reduced if the amount of the combined Class Counsel Fee and Lawyer's Fees otherwise determined herein would exceed 35% of the Settlement Fund plus interest thereon.

39. Within 7 days of the Effective Date, the Claims Administrator shall pay Health Insurers CDN \$400,000 out of the Settlement Fund for healthcare costs recovery in full and final satisfaction of any and all claims they have respecting any and all Class Members, provided that each signs full and final releases in forms that are satisfactory to each Health Insurer. Health Insurers shall thereafter have no role in the Distribution Protocol.

40. Distribution of payments to Class Members (other than the Honorarium), will not commence until after all Claims have been determined or adjudicated.

**Mario D'Angelo**

---

**From:** Mario D'Angelo  
**Sent:** Friday, September 20, 2024 5:00 PM  
**To:** Casey R. Churko  
**Cc:** Chris Schnieders; noble; Gloria Wozniuk; cgd docken  
**Subject:** Paxil - Settlement Approval Hearing


Casey:

Clint is going to attend the hearing with you. Gloria has reached out to you to get a copy of the materials for Clint. Please, please comply with her request. I don't want to have to fly out there.

Mario D'Angelo, Esq.  
16 Crestview Ct.,  
Bayport, NY 11705

The information contained in this e-mail and the attachments accompanying it may contain work product and/or privileged and confidential information intended only for the use of the individual or entity named. If you are not the intended recipient (or the employee or agent responsible for delivering it to the intended recipient), you are hereby notified that any disclosure, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by replying to the message or contacting me at 516-380-3595.

This is Exhibit 8 referred to in the  
*Affidavit of Casey R. Churko*, affirmed  
before me this 26th day of November  
2024

  
A Notary Public for the  
Province of Ontario

**JUSTIN NATHAN AARON BOZZO**  
Barrister, Solicitor, Notary Public  
and a Commissioner for Oaths  
in and for the Province of Ontario.

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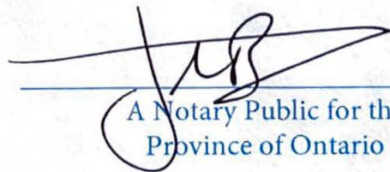


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This and the preceding 3 pages is Exhibit 9 referred to in the *Affidavit of Casey R. Churko*, affirmed before me this 26th day of November 2024

  
 A Notary Public for the  
 Province of Ontario

**JUSTIN NATHAN AARON BOZZO**  
 Barrister, Solicitor, Notary Public  
 and a Commissioner for Oaths  
 in and for the Province of Ontario.



3 People >

Tue, Sep 24 at 1:34 PM

Mario D'Angelo

Casey you are to adjourn the hearing at once. You have authority to negotiate anything further. You are to call us immediately with Clint. Who will inform the court



Clint Docken



No authority?

Mario D'Angelo

You have no authority to negotiate anything further. Clint will inform the court and we will decide whether we will inform the crown prosecutor.



Clint Docken




Too late?

This is Exhibit 10 referred to in the Affidavit of Casey R. Churko, affirmed before me this 26th day of November 2024

Mario D'Angelo



It is

  
A Notary Public for the Province of Ontario

**JUSTIN NATHAN AARON BOZZO**  
Barrister, Solicitor, Notary Public  
and a Commissioner for Oaths  
in and for the Province of Ontario.

Clint Docken



Can still appeal settlement approval.

Mario D'Angelo

Total scumbag he took 1,500,000



Text Message





3 People >

MD: hearing at once. You have authority to negotiate anything further. You are to call us immediately with Clint. Who will inform the court

Clint Docken

CD: No authority?

Mario D'Angelo

MD: You have no authority to negotiate anything further. Clint will inform the court and we will decide whether we will inform the crown prosecutor.

Clint Docken

CD: Too late?

Mario D'Angelo

MD: It is

Clint Docken

CD: Can still appeal settlement approval.

Mario D'Angelo

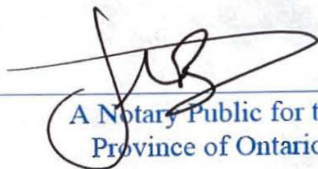
MD: Total scumbag he took 1,500,000 from the claimants \$850000 to line his own pocket. No, we're going to ruin his life



Text Message



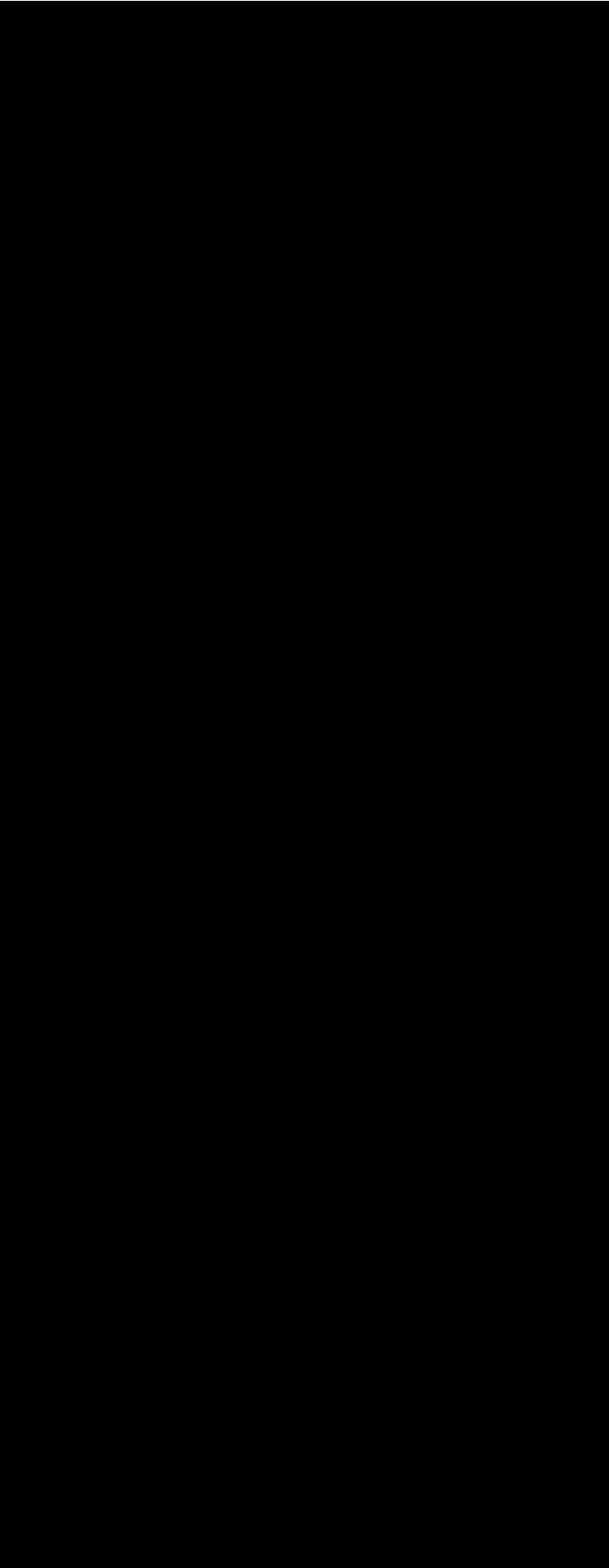
This is Exhibit 11 referred to in the *Affidavit of Casey R. Churko*, affirmed before me this 26th day of November 2024



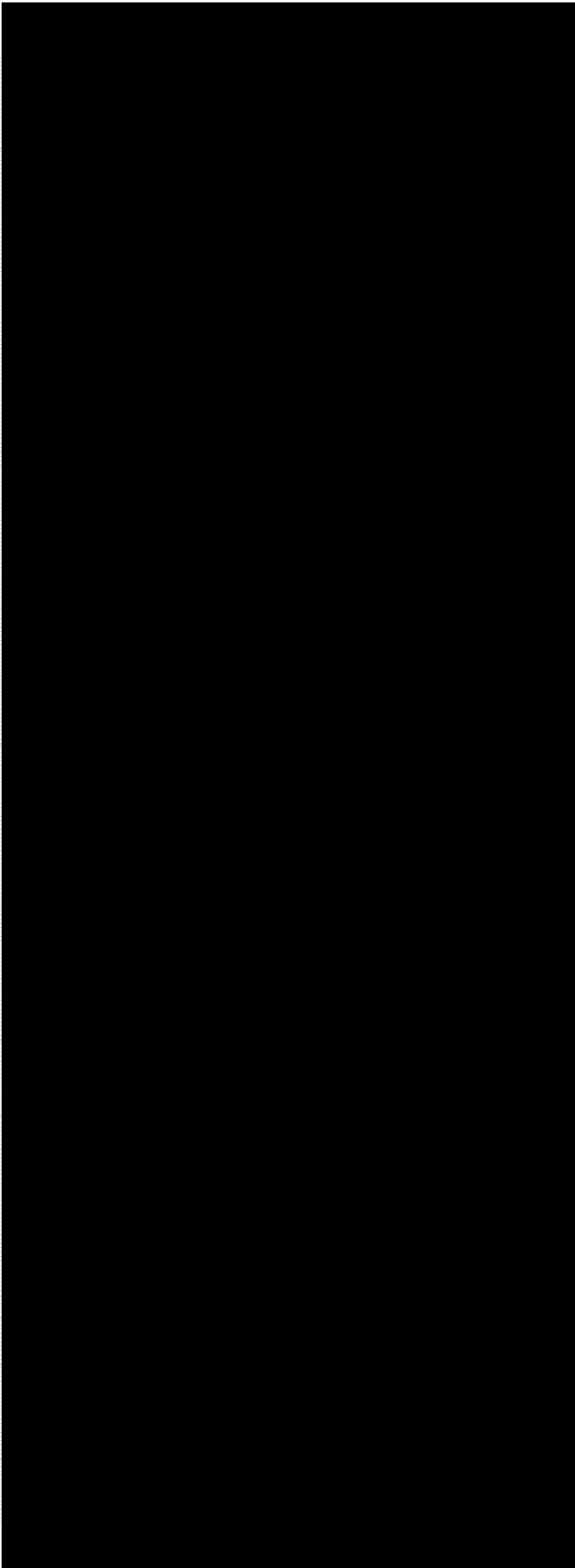
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Province of Ontario

**JUSTIN NATHAN AARON BOZZO**  
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and a Commissioner for Oaths  
in and for the Province of Ontario.

[REDACTED]



[REDACTED]





The table content is almost entirely obscured by a large black redaction box. Only a narrow vertical strip of text is visible on the left edge of the page, which appears to be a list of small, illegible entries.