

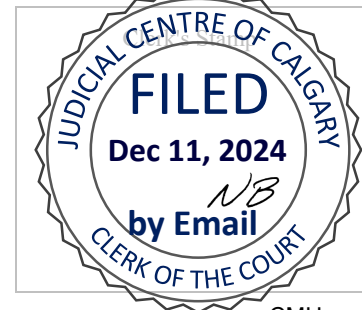
**FIAT: Let this affidavit be filed,
this 11 day of December, 2024**

Justice S. Sidnell
Justice Sidnell

Form 49

[Rule 13.19]

C120674



COURT FILE NUMBER 1201 12838

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE Calgary

PLAINTIFFS Fiona Singh And Muzaffar Hussain, by his litigation Representative Fiona Singh

DEFENDANTS GlaxoSmithKline Inc., GlaxoSmithKline LLC and GlaxoSmithKline PLC

DOCUMENT **REPLY AFFIDAVIT OF MARIO D'ANGELO
SWORN NOVEMBER 29, 2024**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT **ROSS NASSERI LLP**
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CMH
Jan 27, 2024

REPLY AFFIDAVIT OF MARIO D'ANGELO

I, Mario D'Angelo, of the Hamlet of Bayport in the State of New York, **SWEAR THAT:**

1. I am an agent of McIntyre Law P.C. ("**McIntyre Law**"), which is a partner in Napoli Shkolnik Canada ("**NS Canada**"). With NS Canada, I have been thoroughly involved in litigating the above-captioned action (the "**Paxil Class Action**"). As such, I have knowledge of the matters

to which I swear below. Capitalized terms not defined in this affidavit have the same meaning ascribed to them in my affidavit sworn November 20, 2024 (the “**First D’Angelo Affidavit**”).

2. I make this affidavit for the sole purpose of replying to and clarifying evidence raised by Casey R. Churko in his affidavit, affirmed November 26, 2024 (the “**Churko Affidavit**”) and the Affidavit of Nadine Covill, sworn November 25, 2024 (the “**Covill Affidavit**”).

3. At paragraph 3 of the Churko Affidavit, Mr. Churko deposes that 25 retainers were signed with “KoT Law” in 2019. At Exhibit “1” of the Churko Affidavit, Mr. Churko attaches a retainer agreement between KoT Law and Amy Kerrivan, dated May 13, 2019.

4. Significantly, the “KoT Law” identified on the retainer agreements is not the same entity as Mr. Churko’s personal professional corporation “KoT Law Professional Corporation”. In fact, KoT Law was a joint venture entered into between McIntyre Law and KoT Law Professional Corporation, for the express purpose of prosecuting the Paxil Class Action and another class action. A copy of the agreement dated January 31, 2019, by which KoT Law was formed, with Schedule 1 thereto, is attached as **Exhibit “A”**. I refer to the KoT Law that is a joint venture as the “**KoT JV**”.

5. The joint venture was formed after Mr. Churko left Merchant Law Group in January 2019. This occurred after a dispute with Mr. Merchant regarding what Mr. Churko contends was Mr. Merchant’s failure to honor an agreement to pay him a bonus for work done in connection with what he referred to as the “60’s Scoop case”, Mr. Churko filed a lawsuit against Merchant Law Group and stopped working for Merchant Law Group.

6. At that point, Mr. Churko had no source of income, to my knowledge. I personally lent him money to help him pay for his personal expenses. Mr. Churko then suggested that we form a joint venture to pursue the cases that we had discovered and worked up, including litigation dealing with Paxil[®]. We therefore formed the joint venture (the KoT JV) and sent client retainers reflecting their contract with the KoT JV.

7. We then began to pay him a draw to cover his expenses. To date he has been paid approximately \$700,000 CAD and has repaid none of his draw.

8. The retainer at Exhibit "1" of the Churko Affidavit is with the KoT JV. This retainer, and other retainers signed with the KoT JV (together, the "**KoT JV Retainers**"), were the direct result of work I undertook to locate and identify class members, as I described in the First D'Angelo Affidavit. I did this work on behalf of McIntyre Law and, specifically, in the context of McIntyre Law's joint venture with KoT Law Professional Corporation, namely the KoT JV.

9. Further, the firm or entity that the class members have retained to represent their interests is relevant to this application. First, since this case took so long, the infants who sustained birth defects as result of Paxil[®] are now adults. They have signed retainers with NS Canada, and, as such, are firm clients, not personal clients of Mr. Churko. Mr. Churko has not been personally retained to submit claims on their behalf, or to use their medical records to support the derivative claims of the parent.

10. In addition, the mothers of those same children (many of whom are now adults) have signed retainers with NS Canada.

11. The table below lists the current status of the class members NS Canada represents:

	Parent Initials	Parent Retainer	Child Retainer
1.	BB	NS Canada	NS Canada
2.	CB	NS Canada	<i>No name listed</i>
3.	CB	NS Canada	<i>Child deceased</i>
4.	SB	NS Canada	NS Canada
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7.	PC	<i>McIntyre Law</i>	<i>McIntyre Law</i>
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12.	TD	NS Canada	NS Canada
13.	CD	NS Canada	NS Canada
14.	SD	<i>Deceased May 2024 breast cancer</i>	NS Canada
15.	PD	NS Canada	NS Canada
16.	SE	NS Canada	NS Canada
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21.	LK	NS Canada	NS Canada
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27.	NM	NS Canada	NS Canada
28.	KM	NS Canada	NS Canada
29.	PP	NS Canada	NS Canada
30.	JP	NS Canada	NS Canada
31.	AP	NS Canada	NS Canada
32.	LR	NS Canada	NS Canada
33.	SR	<i>KoT JV</i>	NS Canada
34.	JJ	NS Canada	NS Canada
35.	MS	NS Canada	NS Canada
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37.	JT	NS Canada	<i>Child deceased - 5 days before birth</i>
38.	TT	NS Canada	NS Canada
39.	KT	NS Canada	NS Canada
40.	EW	NS Canada	NS Canada
41.	CW	NS Canada	NS Canada

12. With respect to the history of the class members' representation, it was through the KoT JV that McIntyre Law and KoT Law Professional Corporation began working with Guardian Law Group LLP ("**Guardian**"). This is the arrangement I described in paragraph 7 of the First D'Angelo Affidavit, where I depose that "*Churko proposed that McIntyre and KoT work together with Clint G. Docken, K.C...*" However, because the Churko Affidavit addresses the evolution of the relationship between McIntyre Law, KoT Law Professional Corporation, and Guardian, I attach a copy of the formal agreement. among McIntyre, KoT Law Professional Corporation and Guardian, dated April 25, 2019, as **Exhibit "B"**.

13. As described in the First D'Angelo Affidavit, McIntyre Law, KoT Law Professional Corporation and Napoli Shkolnik PLLC later formed Napoli Shkolnik Canada on October 2, 2019. Guardian remains entitled to their share of any fees through the Consulting Agreement attached as Exhibit 4 to the Churko Affidavit, which provides that a portion of fees are payable to Mr. Docken.

14. As shown in the chart at paragraph 8 of this affidavit, almost all clients who were parties to the KoT JV Retainers have since executed retainer agreements with NS Canada, a successor-in-interest to the KoT JV. The intention of all parties was always that NS Canada would be the lawyer for the class. This is precisely why NS Canada agreed to indemnify the representative plaintiff in the Paxil Class Action. If NS Canada were not class counsel and did not reasonably expect to recover legal fees as class counsel, it makes no sense for the firm to indemnify the representative plaintiff. That would be all risk and no reward.

15. This is also why NS Canada incurred disbursements in relation to this litigation. Contrary to paragraph 11 of the Churko Affidavit, all the disbursements included in the First D'Angelo Affidavit relate to this action.

16. Regarding paragraph 7 of the Covill Affidavit, in the First D'Angelo Affidavit, I relied on paragraph 34(b) of the Affidavit of Fiona Singh, affirmed February 7, 2020 (the "Singh Affidavit"), which is attached as Exhibit "E" of the First D'Angelo Affidavit. If the August 28, 2019 date in the Singh Affidavit was a typographical error, and was intended to be 2018, then my comments at paragraph 31 of the First D'Angelo Affidavit are inaccurate. In any event, this typographical error (if it is one) does not affect the balance of my evidence.

17. Regarding paragraph 3 of the Covill Affidavit, today I searched the website of the Alberta Law Society at the following link and could not find a "Tony Merchant" or "Anthony Merchant" (or any other variation of the name): <<https://lsa.memberpro.net/main/body.cfm?menu=directory&submenu=directoryPractisingMember>>.

SWORN BEFORE ME at)
the City of Calgary,)
in the Province of Alberta)
this 29th day of November 2024.)
)
)

Commissioner for Oaths in and for the
Province of Alberta



MARIO D'ANGELO

THIS IS EXHIBIT " A "
referred to in the Affidavit of
MARIO D'ANGELO
Sworn before me this 29th
day of November A.D. 2024
Gloria Wozniuk



BETWEEN:

KOT LAW PROFESSIONAL CORPORATION
a Member of the Law Societies of Ontario and Saskatchewan,
("Canadian Partner")


AND

McINTYRE LAW P.C.
Member of the Oklahoma State Bar,
("American Partner")

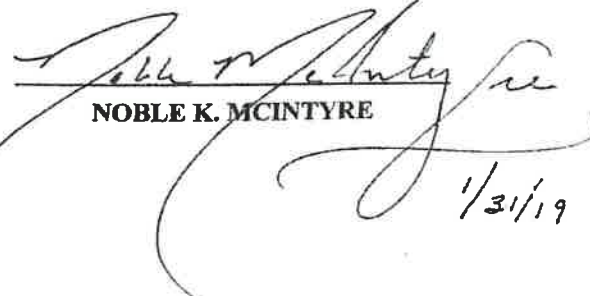
INTERNATIONAL LAW PARTNERSHIP AGREEMENT

The parties AGREE TO establish and maintain a law partnership under the firm name "KOT Law" to advertise for, investigate, develop, initiate, advance, and settle claims, actions, and class actions in Canada relating to the subject matter, and on the terms, outlined in the Schedules hereto (which may be supplemented from time to time); AND TO the extent permitted by law, the partnership may enter into litigation collaboration agreements with other Canadian and non-Canadian lawyers.

DATED this ³¹29th day of January, 2019

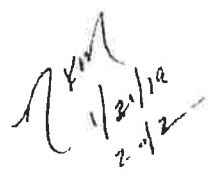


CASEY R. CHURKO



NOBLE K. MCINTYRE
1/31/19

MD


KMM
1/21/19
2-12

SCHEDULE 1

“Yasmin and Yaz Claims” are claims of arterial and venous thrombotic and thromboembolic adverse events, including deep venous thrombosis (“DVT”), myocardial infarction (“MI”), pulmonary embolism (“PE”), and stroke from Yaz® and Yasmin®.

	Share of Fees
Canadian Partner	11%
American Partner	89%

SCHEDULE 2

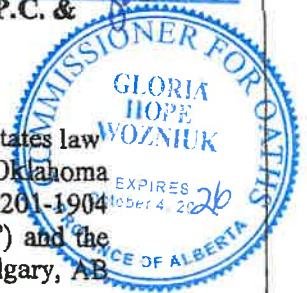
“Paxil® Congenital Malformation Claims” are Claims of congenital malformations from Paxil® and Paxil CR®.

	Share of Fees
Canadian Partner	11%
American Partner	89%

MC

THIS IS EXHIBIT " B "
referred to in the Affidavit of
MARIO D'ANGELO
Sworn before me this 29
day of November A.D. 2019
Gloria Hope Wozniuk

**AGREEMENT BETWEEN THE COMBINED FIRMS OF MCINTYRE LAW P.C. &
KOT LAW AND THE LAW FIRM GUARDIAN LAW GROUP LLP**



1. **Introduction.** Agreement dated April 25, 2019 between the combined United States law firm McIntyre Law P.C., whose office is located at 8601 South Western Avenue, Oklahoma City, Oklahoma USA and Canadian law firm KoT Law, whose office is located at 1201-1904 Hamilton St., Regina, Saskatchewan, S4P 3N6 (hereafter referred to "McIntyre/KoT") and the law firm Guardian Law Group LLP, whose office is located at 342-4 Avenue SE, Calgary, AB T2G 1C9 (hereinafter referred to as "Guardian").

2. **Purpose of Agreement.** McIntyre/KoT have extensive experience litigating Paxil birth defect cases in the United States. McIntyre/KoT have now engaged in the Paxil birth defect litigation occurring in Canada. An advertising campaign was initiated resulting in over 30 fully proven up compensable cases. Additionally, a member of McIntyre/KoT, Casey Churko has experience in Canadian class action cases, and as such an opportunity has arisen where McIntyre/KoT has the ability to influence the Paxil Class Action case currently pending in Canada. To that end, McIntyre/KoT wish to co-counsel with Guardian for the purpose of bringing all Paxil litigation to an end via a successful settlement of all cases including the pending class action case.

3. **The Agreement.** McIntyre/KoT has proposed to Guardian that Guardian provide leadership and assistance with the Paxil Class Action case pending in Canada. McIntyre/KoT has proposed that Guardian receive a fee equal to 10% of the gross attorney fee of all attorney fees generated by the class action as well as 10% of the gross attorney fees earned by McIntyre/KoT for any and all of their individual cases whether they are settled within the class or by opt out. A list of all currently retained McIntyre/KoT cases is attached as Exhibit A.

4. **Duties.**

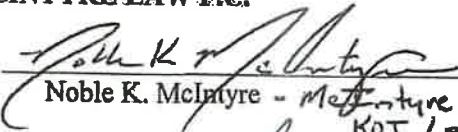
- a) McIntyre/KoT agree to
 - i. draft and prepare written materials,
 - ii. develop all cases of clients, and pay the expenses relating thereto,
 - iii. participate in all case management conferences and appear in Court with Guardian,
 - iv. arrange and participate in settlement conferences with GSK

- b) Guardian agrees to
 - i. review, edit, and file written materials,
 - ii. schedule and participate in all case management conferences,
 - iii. make any required appearances in Court, with attendance by Clint required, and
 - iv. participate in settlement conferences with GSK.

MD


5. **Agreement Binding on Representatives, Assigns, Etc.** This Agreement is binding upon executors, administrators, transferees and assigns.

MCINTYRE LAW P.C.

By 
Noble K. McIntyre - McIntyre Law P.C.
KOT LAW, Partner

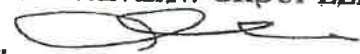
MAY 1, 2019
Date

KOT LAW PROFESSIONAL CORPORATION

By 
Casey Churko (KOT LAW, PARTNER)

MAY 1, 2019
Date

GUARDIAN LAW GROUP LLP

By 
Clint Docken

MAY 1, 2019
Date

MD

COMMISSIONER FOR OATHS CERTIFICATE

CANADA }
PROVINCE OF ALBERTA }
ALBERTA }

I, Gloria Wozniuk, a Commissioner for Oaths in and for the Province of Alberta, located in the City of Calgary in the Province of Alberta, DO CERTIFY that this affidavit was sworn before me using video conferencing through Whattsap and that Mario D'Angelo executed the Affidavit. I am satisfied that this process was necessary because it was impossible for Mr. D'Angelo and myself to be physically present together for swearing of his affidavit.

Dated: November 29, 2024



Commissioner for Oaths in and
for the Province of Alberta





COURT FILE NUMBER 1201 12838

COURT COURT OF KING'S BENCH OF
ALBERTA

JUDICIAL CENTRE Calgary

PLAINTIFFS Fiona Singh And Muzaffar Hussain, by his
litigation Representative Fiona Singh

DEFENDANTS GlaxoSmithKline Inc., GlaxoSmithKline LLC
and GlaxoSmithKline PLC

DOCUMENT **REPLY AFFIDAVIT OF MARIO D'ANGELO
SWORN NOVEMBER 29, 2024**

ADDRESS FOR
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Tel: 416-572-4906

Viktor Nikolov, LSO# 84503P
vnikolov@rossnasseri.com
Tel: 416-572-4910 ext. 132

REPLY AFFIDAVIT OF MARIO D'ANGELO

I, Mario D'Angelo, of the Hamlet of Bayport in the State of New York, **SWEAR THAT:**

1. I am an agent of McIntyre Law P.C. ("**McIntyre Law**"), which is a partner in Napoli Shkolnik Canada ("**NS Canada**"). With NS Canada, I have been thoroughly involved in litigating the above-captioned action (the "**Paxil Class Action**"). As such, I have knowledge of the matters

to which I swear below. Capitalized terms not defined in this affidavit have the same meaning ascribed to them in my affidavit sworn November 20, 2024 (the “**First D’Angelo Affidavit**”).

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4. Significantly, the “KoT Law” identified on the retainer agreements is not the same entity as Mr. Churko’s personal professional corporation “KoT Law Professional Corporation”. In fact, KoT Law was a joint venture entered into between McIntyre Law and KoT Law Professional Corporation, for the express purpose of prosecuting the Paxil Class Action and another class action. A copy of the agreement dated January 31, 2019, by which KoT Law was formed, with Schedule 1 thereto, is attached as **Exhibit “A”**. I refer to the KoT Law that is a joint venture as the “**KoT JV**”.

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9. Further, the firm or entity that the class members have retained to represent their interests is relevant to this application. First, since this case took so long, the infants who sustained birth defects as result of Paxil[®] are now adults. They have signed retainers with NS Canada, and, as such, are firm clients, not personal clients of Mr. Churko. Mr. Churko has not been personally retained to submit claims on their behalf, or to use their medical records to support the derivative claims of the parent.

10. In addition, the mothers of those same children (many of whom are now adults) have signed retainers with NS Canada.

11. The table below lists the current status of the class members NS Canada represents:

	Parent Initials	Parent Retainer	Child Retainer
1.	BB	NS Canada	NS Canada
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12. With respect to the history of the class members' representation, it was through the KoT JV that McIntyre Law and KoT Law Professional Corporation began working with Guardian Law Group LLP ("**Guardian**"). This is the arrangement I described in paragraph 7 of the First D'Angelo Affidavit, where I depose that "*Churko proposed that McIntyre and KoT work together with Clint G. Docken, K.C...*" However, because the Churko Affidavit addresses the evolution of the relationship between McIntyre Law, KoT Law Professional Corporation, and Guardian, I attach a copy of the formal agreement. among McIntyre, KoT Law Professional Corporation and Guardian, dated April 25, 2019, as **Exhibit "B"**.

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SWORN BEFORE ME at
the City of Calgary,
in the Province of Alberta
this 29th day of November 2024.

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Commissioner for Oaths in and for the
Province of Alberta



MARIO D'ANGELO

THIS IS EXHIBIT " A "
referred to in the Affidavit of
MARIO D'ANGELO
Sworn before me this 29th
day of November, A.D. 2024

BETWEEN:

KOT LAW PROFESSIONAL CORPORATION
a Member of the Law Societies of Ontario and Saskatchewan,
("Canadian Partner")

AND

McINTYRE LAW P.C.
Member of the Oklahoma State Bar,
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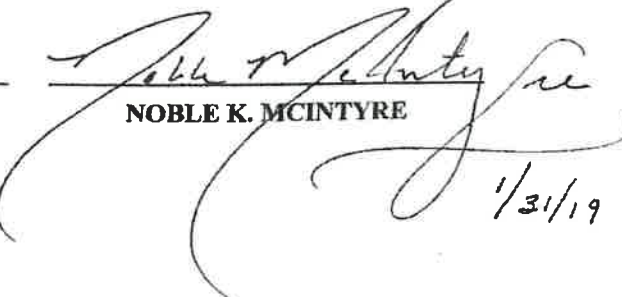
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DATED this ³¹29th day of January, 2019



CASEY R. CHURKO



NOBLE K. MCINTYRE
1/31/19

MD


1/31/19
2-1-2

SCHEDULE 1

“Yasmin and Yaz Claims” are claims of arterial and venous thrombotic and thromboembolic adverse events, including deep venous thrombosis (“DVT”), myocardial infarction (“MI”), pulmonary embolism (“PE”), and stroke from Yaz® and Yasmin®.

	Share of Fees
Canadian Partner	11%
American Partner	89%

SCHEDULE 2

“Paxil® Congenital Malformation Claims” are Claims of congenital malformations from Paxil® and Paxil CR®.

	Share of Fees
Canadian Partner	11%
American Partner	89%

MC

THIS IS EXHIBIT " B "
referred to in the Affidavit of
MARIO D'ANGELO
Sworn before me this 29th
day of November A.D. 2014

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KOT LAW AND THE LAW FIRM GUARDIAN LAW GROUP LLP**

1. **Introduction.** Agreement dated April 25, 2019 between the combined United States law firm McIntyre Law P.C., whose office is located at 8601 South Western Avenue, Oklahoma City, Oklahoma USA and Canadian law firm KoT Law, whose office is located at 1201-1904 Hamilton St., Regina, Saskatchewan, S4P 3N6 (hereafter referred to "McIntyre/KoT") and the law firm Guardian Law Group LLP, whose office is located at 342-4 Avenue SE, Calgary, AB T2G 1C9 (hereinafter referred to as "Guardian").

2. **Purpose of Agreement.** McIntyre/KoT have extensive experience litigating Paxil birth defect cases in the United States. McIntyre/KoT have now engaged in the Paxil birth defect litigation occurring in Canada. An advertising campaign was initiated resulting in over 30 fully proven up compensable cases. Additionally, a member of McIntyre/KoT, Casey Churko has experience in Canadian class action cases, and as such an opportunity has arisen where McIntyre/KoT has the ability to influence the Paxil Class Action case currently pending in Canada. To that end, McIntyre/KoT wish to co-counsel with Guardian for the purpose of bringing all Paxil litigation to an end via a successful settlement of all cases including the pending class action case.

3. **The Agreement.** McIntyre/KoT has proposed to Guardian that Guardian provide leadership and assistance with the Paxil Class Action case pending in Canada. McIntyre/KoT has proposed that Guardian receive a fee equal to 10% of the gross attorney fee of all attorney fees generated by the class action as well as 10% of the gross attorney fees earned by McIntyre/KoT for any and all of their individual cases whether they are settled within the class or by opt out. A list of all currently retained McIntyre/KoT cases is attached as Exhibit A.

4. **Duties.**

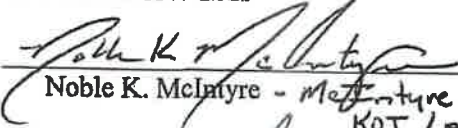
- a) McIntyre/KoT agree to
 - i. draft and prepare written materials,
 - ii. develop all cases of clients, and pay the expenses relating thereto,
 - iii. participate in all case management conferences and appear in Court with Guardian,
 - iv. arrange and participate in settlement conferences with GSK

- b) Guardian agrees to
 - i. review, edit, and file written materials,
 - ii. schedule and participate in all case management conferences,
 - iii. make any required appearances in Court, with attendance by Clint required, and
 - iv. participate in settlement conferences with GSK.

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5. **Agreement Binding on Representatives, Assigns, Etc.** This Agreement is binding upon executors, administrators, transferees and assigns.

MCINTYRE LAW P.C.

By 
Noble K. McIntyre - McIntyre Law P.C.
KOT LAW, Partner

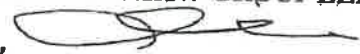
MAY 1, 2019
Date

KOT LAW PROFESSIONAL CORPORATION

By 
Casey Churko (KOT LAW, PARTNER)

MAY 1, 2019
Date

GUARDIAN LAW GROUP LLP

By 
Clint Decken

MAY 1, 2019
Date

MD