

# SUPERIOR COURT

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTREAL

N°: 500-06-000747-150

DATE: March 23, 2018

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**IN THE PRESENCE OF: THE HONOURABLE CHRISTIAN J. BROSSARD, J.S.C.**

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**Mathieu LICARI**  
Applicant

v.

**JOHNSON & JOHNSON INC.**  
and  
**JOHNSON & JOHNSON**  
Defendants

and

**FONDS D'AIDE AUX ACTIONS COLLECTIVES**  
Mis-en-cause

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## JUDGMENT

(Authorization of a class action and Approval of a transaction)<sup>1</sup>  
(Autorisation d'action collective et Approbation de règlement)

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### A. APERÇU

[1] Mathieu Licari demande l'autorisation d'intenter une action collective contre Johnson & Johnson inc., tout en souhaitant se désister contre Johnson et Johnson, et, par la même occasion, l'approbation d'une transaction intervenue entre les parties (le « **Règlement** »), le tout pour le bénéfice d'un groupe qu'il souhaite décrire ainsi :

« Toutes les personnes qui ont acheté des Produits visés au Canada pendant la période allant du 1<sup>er</sup> juillet 2010 à la date du Jugement définitif approuvant le Règlement et chacun de leurs conjoints, exécuteurs testamentaires, représentants, héritiers, successeurs, syndics de faillite,

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<sup>1</sup> The reasons in English begin at paragraph [5].

tuteurs, mandataires et ayants droit respectifs, ainsi que toutes les personnes qui réclament par leur intermédiaire ou qui font valoir des demandes de réparation en double pour leur compte. Sont exclus du Groupe lié par le Règlement : (i) les personnes qui ont acheté les Produits visés avec les étiquettes révisées à compter de décembre 2016 et en 2017 portant la mention « routine prouvée en clinique pour aider bébé à mieux dormir » sur le devant; (ii) les personnes qui ont acheté les Produits visés aux fins de revente; (iii) les personnes qui ont des réclamations pour des blessures corporelles découlant de l'utilisation des Produits visés; (iv) les Défenderesses ainsi que leurs dirigeants, administrateurs et employés; (v) les personnes qui déposent une Demande d'exclusion valide en temps opportun; et (vi) le juge saisi de la présente Action et les membres de sa famille immédiate. ».

[2] Les expressions qui apparaissent à la description du groupe et qui débutent par une majuscule sont définies à l'entente qui reflète le Règlement intervenu entre les parties, rédigée en anglais et déposée sous la cote R-1, mais dont une version traduite en français, non officielle, est également déposée sous la cote R-2. Les Produits visés mentionnés à la description du groupe et qui font l'objet de l'action collective sont ainsi définis :

« [...] les Produits pour bébés BEAU DODO qui ont été étiquetés, commercialisés et/ou annoncés au Canada avec la mention « éprouvée en clinique pour aider bébé à mieux dormir » ou comme pouvant être utilisés dans le cadre de la routine du « dodo » ou « du coucher », dont, entre autres, les suivants : la Lotion pour bébés Johnson's BEAU DODO, le Bain pour bébés Johnson's BEAU DODO, le Bain moussant pour bébés Johnson's BEAU DODO, le Bain moussant nettoyant pour bébés Johnson's BEAU DODO, le Nettoyant pour bébés Johnson's BEAU DODO et le Johnson's BEDTIME Touch Massage Gel, qui ont été produits, commercialisés, annoncés, vendus et/ou distribués par [Johnson & Johnson inc.] au Canada du 1<sup>er</sup> juillet 2010 [jusqu'à la date du [jugement en l'instance] approuvant le Règlement. »

[3] Parce que l'action collective de M. Licari vise un groupe de membres pancanadien, que les procédures sont rédigées en anglais et que les avocats ont plaidé en anglais, les motifs détaillés qui suivent sont également rédigés dans cette langue. Le dispositif du présent jugement est toutefois en français et en anglais.

[4] En résumé :

1. Le demandeur fait la démonstration qu'il rencontre les critères des articles 574 et 575 du *Code de procédure civile* pour que l'action collective qu'il souhaite intenter, aux fins d'approbation du Règlement, soit autorisée;
2. Les parties font la démonstration, à la lumière des principes de droit applicables en la matière, que le Règlement est une transaction juste et raisonnable, qui répond au meilleur intérêt des membres du groupe, sans qu'il existe de motif grave et sérieux d'en refuser l'approbation;

3. Le demandeur et ses avocats font la démonstration, à la lumière des principes de droit applicables en la matière et eu égard à l'intérêt des membres du groupe, que le montant de 150 000 \$ (plus les taxes applicables) qui est demandé par les avocats en question au titre de leurs honoraires et débours, selon les termes du Règlement, est raisonnable et qu'il est justifié et approprié d'en approuver le versement à même le montant du Règlement, selon les modalités prévues à l'entente de règlement; et
4. Le demandeur satisfait le Tribunal qu'il est raisonnable et à-propos, dans les circonstances, qu'une somme de 500 \$ lui soit versée, à même le montant du Règlement, à titre d'indemnité pour ses débours, selon les modalités prévues à l'entente de règlement.

## B. INTRODUCTION

[5] The Court has been seized with a modified application seeking the authorization to bring a class action on behalf of class members across Canada, against Johnson & Johnson Inc. and Johnson & Johnson, and the appointment of Mathieu Licari as representative plaintiff (the "**Application for Authorization**") and with an application seeking leave to discontinue the proceeding against Johnson & Johnson for settlement purposes, the authorization to modify the class definition for settlement purposes, the authorization of the class action for settlement purposes, the approval of a transaction, the approval of an honorarium to be paid to the plaintiff and the approval of class counsel fees (the "**Application for Approval**").

[6] Indeed, the parties have concluded a settlement, the terms of which are reflected in a written agreement (Exhibit R-1) (the "**Transaction**" or the "**Settlement Agreement**"). An unofficial French translation of the Settlement Agreement has also been filed (Exhibit R-2).

[7] As part of the Settlement Agreement, the parties have jointly requested that the plaintiff be authorized to discontinue the proceeding against Johnson & Johnson, without costs and for settlement purposes only.

[8] Also as part of the Settlement Agreement, the parties have jointly requested that the definition class be modified to read as follows:

"Settlement Class" and "Settlement Class Member(s)" each means all persons who purchased Covered Products within Canada, from July 1, 2010 to the date of the Final Judgment Approving Settlement and each of their respective spouses, executors, representatives, heirs, successors, bankruptcy trustees, guardians, agents and assigns, and all those who claim through them or who assert duplicative claims for relief on their behalf. Excluded from the Settlement Class are: (i) purchasers of the Covered Products with the revised labels from December 2016 and 2017 that state on the front label "clinically proven routine helps baby fall asleep faster and stay asleep longer"; (ii) those who purchased Covered Products for purpose of resale; (iii) those with claims for personal injuries arising from the use of Covered Products; (iv) Defendant and their officers, directors and employees; (v) any person who files a valid and timely Request for Exclusion; and (vi) the

Judge to whom this Action is assigned and any members of his/her immediate family;<sup>2</sup>

[9] On November 8, 2017, the Court rendered a judgment in this proceeding, which approved a notice program, a notice to the putative class members (the “**Class Members**”) of the anticipated hearing on the Application for Authorization for purposes of approval of the Transaction (the “**Pre-Approval Notice**”) and various forms intended for the class members, and which appointed provisionally the Bruneau Group as so-called Settlement Administrator (the “**Administrator**”), pending Court approval of the Application for Authorization (the “**Pre-Approval Judgment**”).

[10] The Pre-Approval Notice has since been published and disseminated in accordance with the modalities established by the Pre-Approval Judgment and in compliance with the requirements of Article 590 of the *Code of Civil Procedure* (CCP).

[11] The hearing on the Application for Authorization for purposes of approval of the Transaction and on the Application for Approval was held on January 29, 2018.

### C. EVIDENCE AND ARGUMENTS

[12] The Court has considered the plaintiff’s written solemn declaration made on January 29, 2018 and the various documents filed in evidence.<sup>3</sup>

[13] The Court has also considered the arguments submitted by the parties, both written<sup>4</sup> and oral, as well as a subsequent February 1, 2018 email communication from the parties’ lawyers.

### D. AUTHORIZATION OF CLASS ACTION

[14] The criteria for authorizing a class action are found at Articles 574 and 575 CCP:

574. Prior authorization of the court is required for a person to institute a class action.

The application for authorization must state the facts on which it is based and the nature of the class action, and describe the class on whose behalf the person intends to act. [...]

[...]

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<sup>2</sup> “Covered Product(s)” is defined as follows in the Settlement Agreement:

15. “Covered Product(s)” means the Baby Bedtime Products that were labeled, marketed and/or advertised in Canada as “clinically proven [to] help baby sleep better” or to be used as part of a “bedtime” or “nighttime” routine, including but not limited to: Johnson’s Baby BEDTIME Lotion, Johnson’s BEDTIME Baby Lotion, Johnson’s Baby BEDTIME Bath, Johnson’s BEDTIME Baby Bath, Johnson’s BEDTIME Bubble Bath, Johnson’s BEDTIME Bubble Bath and Wash, Johnson’s Baby BEDTIME Wash, Johnson’s BEDTIME Baby Moisture Wash and Johnson’s BEDTIME Touch Massage Gel, produced, marketed, advertised, sold and/or distributed by JJI in Canada, from July 1, 2010 to the date of the Final Judgment Approving Settlement.

<sup>3</sup> Exhibits R-1 to R-13 in support of the Application for Authorization and Exhibits R-1 to R-6 in support of the Application for Approval.

<sup>4</sup> *Petitioner’s Argument Plan for Settlement Approval and Fee Award.*

575. The court authorizes the class action and appoints the class member it designates as representative plaintiff if it is of the opinion that

- (1) the claims of the members of the class raise identical, similar or related issues of law or fact;
- (2) the facts alleged appear to justify the conclusions sought;
- (3) the composition of the class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings; and
- (4) the class member appointed as representative plaintiff is in a position to properly represent the class members.

[15] The plaintiff's submissions regarding the foregoing criteria, in the context of his Application for Authorization, are found throughout the application itself, but also at paragraphs 10 to 21 of the Application for Approval.

[16] The Court is satisfied that the plaintiff has established that his Application for Authorization meets the criteria set out in Articles 574 and 575 CCP, more particularly in that:

1. The claims of the Class Members raise identical, similar or related issues of law or fact, namely the following issues, which are common to all of them:
  - a. Did Johnson & Johnson Inc. engage in unfair, misleading, or deceptive acts or practices regarding the marketing and sale of the Baby Bedtime Products?
  - b. Is Johnson & Johnson Inc. liable to the Class Members for reimbursement of the purchase price of the Baby Bedtime Products as a result of this misconduct?
  - c. Should injunctive relief be ordered to prohibit the Johnson & Johnson Inc. from continuing to perpetrate its unfair, false, misleading or deceptive conduct?
  - d. Is Johnson & Johnson Inc. responsible to pay compensatory or punitive/exemplary damages to the Class Member and in what amount?
2. The facts alleged in the Application for Authorization appear to justify the conclusions sought, more particularly in that the allegations that the plaintiff and the Class Members purchased the Baby Bedtime Products because of Johnson & Johnson Inc.'s misleading claim - that the products were clinically proven to help babies sleep better and longer - could lead to the award of damages and other remedies being sought in the Application for Authorization;
3. The composition of the group of Class Members – allegedly thousands of Class Members scattered across the country, who are not likely to bring suit

on their own - makes it difficult and impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings; and

4. The plaintiff meets the criteria of having an interest in the suit, being sufficiently competent and not having an apparent conflict of interest with the Class Members, to properly represent the latter.

#### **E. APPROVAL OF TRANSACTION**

[17] As of the date of the hearing, no Class Member had informed the lawyers of either party or the Administrator of a wish to object to the Transaction or to assert contentions before the Court regarding the Transaction, and no Class Member was present at the hearing to assert such contentions.

[18] The *Fonds d'aide aux actions collectives* (the « **Fonds** ») has provided written comments regarding the Transaction.<sup>5</sup>

[19] Article 590 CCP requires that a transaction in a class action be submitted to the court's approval. The guidelines for determining whether such approval should be given have been established through jurisprudence, some of which the plaintiff has cited or referred to in its written argumentation.

[20] In his Application for Approval, the plaintiff has summarised the settlement as follows:

##### **SUMMARY OF THE SETTLEMENT**

23. The nature of the Transaction negotiated between the Parties is based on establishing a Settlement Fund in the amount of six hundred thousand dollars (\$600,000.00).
24. A Settlement Class Member will be eligible to obtain Three Dollars (\$3.00) for each purchase of a covered Baby Bedtime product for up to a maximum of five (5) Covered Products purchased during the class period defined in the Transaction, without the need to present Proof of Purchase.
25. More precisely, to receive a payment award, each claimant will have to submit a valid and timely Claim Form (Exhibit 4 to the Settlement Agreement) either by mail or electronically, in which they must include the number and type of Covered Product(s) purchased and a representation that the purchase(s) occurred in Canada during the class period. There will be a maximum of one claim per household (civic address).
26. The actual amount paid to individual claimants will depend upon the number of valid claims made and might be proportionately reduced or increased on a *pro rata* basis, as described in Section IV (A) of the Transaction.
27. The Transaction also provides at Section IV (B) that the Defendant will continue to include the language stating that the "routine helps baby fall asleep faster and stay asleep longer" or similar language referencing the routine alongside any clinically proven language that exists on the Bedtime

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<sup>5</sup> Exhibit R-5.

Products currently being distributed by the Defendant or on any subsequent revisions to the Bedtime Products' labels that include the "clinically proven" language.

28. Finally, the Class Members will grant a full and final release and discharge to the Defendant for all events surrounding this issue (Section IX of the Transaction".

[21] Having studied the Settlement Agreement and under the light of the parties' representations, the Court is satisfied that the Transaction meets the requirements for approval, it being a fair and reasonable transaction that is in the Class Members' best interest, and it is not aware of a serious reason to refuse its approval. As part of its assessment, the Court has considered:

- The chances of the plaintiff succeeding in having his class action authorized, then being successful with the class action, in view of the expected serious adversarial debate and as further submitted at paragraphs 30 to 34 of the Application for Approval;
- The recommendations from the lawyers to both parties, experienced and fully-informed lawyers who have negotiated the terms of the Transaction at arm's length, as submitted at paragraphs 35 to 37 of the Application for Approval;
- The probable length of the litigation that would be involved and ensuing costs, as submitted at paragraphs 38 to 40 of the Application for Approval;
- The fact that the Settlement Agreement provides an immediate benefit to the Class Members; and
- The fact that, as of the date of the hearing, no Class Member had either objected to the Transaction or chosen to opt-out of the class action.

#### **F. APPROVAL OF CLASS COUNSEL FEE**

[22] The plaintiff asks that the Court approve payment, from the Settlement Fund (as defined in the Settlement Agreement), of an amount of \$150 000 (plus taxes) to his lawyers, Lex Group Inc., as its fee, in accordance with the Settlement Agreement.

[23] The Court has considered the evidence and arguments submitted, with the interests of the Class Members in mind and under the light of the plaintiff's lawyers' ethical obligations pursuant to Articles 7, 101 and 102 of the *Code of Professional Conduct of Lawyers*,<sup>6</sup> as well as the criteria developed by the courts.

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<sup>6</sup> RLRQ, ch. B-1, r. 3.1 :

7. A lawyer must avoid all methods and attitudes likely to give a profit-seeking character to his profession, namely, greedily seeking a profit or abusing his status as a lawyer in order to enrich himself.

101. A lawyer must charge and accept fair and reasonable fees and disbursements. The same applies to advances he asks the client to provide.

[24] The Court finds that the fee of \$150,000 is in fact reasonable, as required by Article 593 CCP, considering more particularly the following:

- The actual docketed time and disbursements of the plaintiff's lawyers;
- The time dedicated to negotiating and finalising the Transaction and the Settlement Agreement;
- The amount of time apparently devoted by the plaintiff's lawyers to answering Class Members queries and comments, both before the settlement had been reached and since then, as well as the amount of time they will in all likelihood continue to devote to answering questions and maintaining an updated website to inform Class Members of the settlement process and to actively overseeing and being involved in the administration of the settlement, which will not be the object of a further fee approval request;
- The plaintiff and his lawyers have received no financial assistance from the *Fonds d'aide aux actions collectives*;
- The requested fee, which represents approximately 25% of the amount attributed to the Class Members, is lower than the amount the plaintiff's lawyers were entitled to based on the retainer agreement they had concluded with the plaintiff;<sup>7</sup>
- No Class Members has voiced any opposition to the Transaction, including to the negotiated fee divulged in the Settlement Agreement;
- The difficulties of the case faced by the plaintiff and his lawyers;
- The risk assumed by the plaintiff's lawyers, in initiating, financing and maintaining this proceeding since 2015;
- The importance of the issue at the heart of the class action proposed by the plaintiff;
- The experience of the plaintiff's lawyers;

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102. The fees are fair and reasonable if they are warranted by the circumstances and proportionate to the professional services rendered. In determining his fees, the lawyer must in particular take the following factors into account:

- (1) experience;
- (2) the time and effort required and devoted to the matter;
- (3) the difficulty of the matter;
- (4) the importance of the matter to the client;
- (5) the responsibility assumed;
- (6) the performance of unusual professional services or professional services requiring special skills or exceptional speed;
- (7) the result obtained;
- (8) the fees prescribed by statute or regulation; and
- (9) the disbursements, fees, commissions, rebates, costs or other benefits that are or will be paid by a third party with respect to the mandate the client gave him.

<sup>7</sup> Exhibit R-4 to Application for Approval.



- The purposes of the class action procedure, namely ensuring access to justice, judicial economy and behaviour modification; and
- The result achieved in terms of the Transaction.

#### **G. SERVICE AWARD TO PLAINTIFF**

[25] The plaintiff asks that he be awarded \$500 as “indemnity for disbursements and/or to cover legal costs and/or lawyer’s professional fees”.<sup>8</sup>

[26] The professional fees, as well as the plaintiff’s lawyers’ expenses are already covered by the \$150,000 fee mentioned previously.

[27] That said, and while no evidence has been adduced in support of the \$500, the Court is satisfied that the amount, which forms an integral part of the Transaction, is reasonable under the circumstances of the case.

#### **H. REPORTING TO THE COURT**

[28] In addition to the reporting from the Administrator already provided for in the Settlement Agreement, it shall also be ordered to provide reports to the Court.

#### **POUR CES MOTIFS, LE TRIBUNAL:**

[29] **DÉCLARE** que, sauf indication contraire au présent jugement ou modification par celui-ci, les termes utilisés au présent dispositif ont la signification qui leur est attribuée à la traduction française de l’entente de règlement définie aux motifs du présent jugement;

[30] **ACCUEILLE** la demande du demandeur, Mathieu Licari, pour permission de se désister contre Johnson & Johnson pour fins de règlement, pour permission de modifier la définition du groupe pour fins de règlement, pour autorisation de l’action collective pour fins de règlement, pour approbation d’une transaction et pour approbation des honoraires des avocats du groupe;

[31] **PERMET** au demandeur de se désister contre la défenderesse Johnson & Johnson, sans frais de justice, pour fins de règlement;

#### **FOR THOSE REASONS, THE COURT:**

**DECLARES** that, except as otherwise specified in, or modified by, this judgment, capitalized terms used in this operative part of the judgment shall have the meaning ascribed in the Settlement Agreement (as defined in the reasons to this judgement);

[26] **GRANTS** the *Application by the Plaintiff for Leave to Discontinue Proceedings against Johnson & Johnson for Settlement Purposes, for Authorization to Amend the Class Definition for Settlement Purposes, for Authorization of the Class Action for Settlement Purposes, for Approval of a Transaction, and for Approval of Class Counsel Fees*;

**PERMITS** Plaintiff to discontinue the proceeding against Defendant Johnson & Johnson, without legal costs, for settlement purposes;

<sup>8</sup> Settlement Agreement, subsect. II.A.36.

[32] **AUTORISE** l'action collective contre la défenderesse Johnson & Johnson inc. pour fins de règlement, au nom du groupe suivant :

« Toutes les personnes qui ont acheté des Produits visés au Canada pendant la période allant du 1<sup>er</sup> juillet 2010 à la date du Jugement définitif approuvant le Règlement et chacun de leurs conjoints, exécuteurs testamentaires, représentants, héritiers, successeurs, syndics de faillite, tuteurs, mandataires et ayants droit respectifs, ainsi que toutes les personnes qui réclament par leur intermédiaire ou qui font valoir des demandes de réparation en double pour leur compte. Sont exclus du Groupe lié par le Règlement : (i) les personnes qui ont acheté les Produits visés avec les étiquettes révisées à compter de décembre 2016 et en 2017 portant la mention « routine prouvée en clinique pour aider bébé à mieux dormir » sur le devant; (ii) les personnes qui ont acheté les Produits visés aux fins de revente; (iii) les personnes qui ont des réclamations pour des blessures corporelles découlant de l'utilisation des Produits visés; (iv) les Défenderesses ainsi que leurs dirigeants, administrateurs et employés; (v) les personnes qui déposent une Demande d'exclusion valide en temps opportun; et (vi) le juge saisi de la présente Action et les membres de sa famille immédiate. »

[33] **DÉSIGNE** le demandeur, Mathieu Licari, de représentant des membres du groupe;

[34] **DÉCLARE** que l'Entente de règlement pancanadienne, pièce R-1 (incluant son préambule et ses annexes) (ci-après « l'Entente de règlement », dont une traduction française non-officielle a été produite comme pièce R-2) est une transaction au sens des articles 2631 et suivant du *Code civil du Québec*, obligeant

**AUTHORIZES** the class action against Defendant Johnson & Johnson Inc. for settlement purposes, on behalf of the following Settlement Class:

"all persons who purchased Covered Products within Canada, from July 1, 2010 to the date of the Final Judgment Approving Settlement and each of their respective spouses, executors, representatives, heirs, successors, bankruptcy trustees, guardians, agents and assigns, and all those who claim through them or who assert duplicative claims for relief on their behalf. Excluded from the Settlement Class are: (i) purchasers of the Covered Products with the revised labels from December 2016 and 2017 that state on the front label "clinically proven routine helps baby fall asleep faster and stay asleep longer"; (ii) those who purchased Covered Products for purpose of resale; (iii) those with claims for personal injuries arising from the use of Covered Products; (iv) Defendant and their officers, directors and employees; (v) any person who files a valid and timely Request for Exclusion; and (vi) the Judge to whom this Action is assigned and any members of his/her immediate family."

**APPOINTS** Plaintiff, Mathieu Licari, as Representative Plaintiff of the Settlement Class;

**DECLARES** that the National Settlement Agreement, Exhibit R-1 (including its Recitals and its Schedules) (hereinafter the "Settlement Agreement") constitutes a transaction within the meaning of articles 2631 and following of the *Civil Code of Quebec*, binding all parties and all Class Members who have not excluded

toutes les parties et tous les Membres de l'action collective qui ne se sont pas exclus en temps opportun;

[35] **DÉCLARE** que l'Entente de règlement est valide, équitable et raisonnable, et qu'elle est dans le meilleur intérêt des Membres du Groupe, du Demandeur et des Défendeurs;

[36] **APPROUVE** l'Entente de règlement à titre de transaction en vertu de l'article 590 du *Code de procédure civile*;

[37] **DÉCLARE** que l'Entente de règlement fait partie intégrante du présent jugement;

[38] **DÉCLARE** que l'Entente de règlement ne peut être résiliée que dans les cas prévus à la section XIV de celle-ci, auquel cas le présent jugement ne produira plus aucun effet et les Parties seront rétablies dans la position qu'elles occupaient respectivement immédiatement avant la date de la signature de l'Entente de règlement;

[39] **ORDONNE** aux parties et aux Membres du Groupe, sauf ceux qui se sont exclus conformément à l'Entente de règlement et au présent jugement, de se conformer aux modalités de l'Entente de règlement;

[40] **DÉCLARE** que (i) l'Entente de règlement constitue le seul et unique remède pour toutes les Réclamations quittancées de toutes les Parties libératrices contre toutes les Parties libérées; (ii) aucune Partie libérée n'engage sa responsabilité à quelque égard que ce soit envers une Partie libératrice à l'égard d'une Réclamation quittancée et (iii) à compter de la Date de prise d'effet, et sous réserve du respect de toutes les modalités de l'Entente de règlement, il est interdit de façon

themselves in a timely manner;

**DECLARES** that the Settlement Agreement, is valid, fair, reasonable and in the best interest of the Class Members, the Plaintiff, and the Defendant;

**APPROVES** the Settlement Agreement, as a transaction pursuant to Article 590 of the *Code of Civil Procedure*;

**DECLARES** that the Settlement Agreement is an integral part of this judgment;

**DECLARES** that the Settlement Agreement may only be terminated in accordance with Section XIV thereof, in which case this judgment will no longer have effect and the Parties shall be restored to their respective positions as of immediately prior to the date of the execution of the Settlement Agreement;

**ORDERS** the parties and the Class Members, with the exception of those who are excluded in accordance with the terms and conditions of the Settlement Agreement and with this judgment, to abide by the terms and conditions of the Settlement Agreement;

**DECLARES** that (i) the Settlement Agreement is the sole and exclusive remedy for any and all Released Claims of all Releasing Parties against all Released Parties; (ii) no Released Party shall be subject to liability of any kind to any Releasing Party with respect to any Released Claim, and (iii) upon the Effective Date, and subject to fulfillment of all of the terms of the Settlement Agreement, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any

permanente à chacune des Parties libératrices de présenter, de faire valoir et/ou de poursuivre une Réclamation quittancée contre une Partie libérée devant quelque cour ou tribunal que ce soit;

[41] **APPROUVE** le versement aux Procureurs du Groupe, Lex Group Inc., des honoraires extrajudiciaires, tel que prévu à la section X (A) de l'Entente de règlement;

[42] **ORDONNE** au Groupe Bruneau, à titre d'Administrateur du Règlement, de produire au tribunal un rapport de son administration tel que décrit à l'article 59 du *Règlement de la Cour supérieure du Québec en matière civile*, ainsi qu'un rapport trimestriel qui contiendra la même information que les rapports mensuels transmis aux avocats du Groupe et à ceux de la défenderesse Johnson & Johnson inc. en vertu du sous-paragraphe V.D.5 de l'Entente de règlement;


[43] **LE TOUT**, sans frais de justice.

Released Claim against any Released Party in any court or any forum;

**APPROVES** the payment to Class Counsel, Lex Group Inc., of the amount of \$150,000 as provided for at Section X (A) of the Settlement Agreement;

**ORDERS** the Bruneau Group, as Settlement Administrator, to file with the court a report of its administration as described in Article 59 of the *Règlement de la Cour supérieure du Québec en matière civile*, as well as a report every three months that shall include the same information as the monthly reports to Class Counsel and to Defendant Johnson & Johnson Inc.'s lawyers pursuant to subsection V.D.5 of the Settlement Agreement;

**THE WHOLE**, without legal costs.



CHRISTIAN J. BROSSARD, J.S.C.

M<sup>TRE</sup> David Assor  
LEX GROUP  
Lawyer for the plaintiff

M<sup>TRE</sup> Robert Torralbo  
BLAKE CASSELS & GRAYDON S.R.L.  
Lawyer for the defendants

Date of hearing: January 29, 2018  
Reopening of the hearing: February 2, 2018  
Back under advisement: February 2, 2018