Court File No. CV-22-00690262-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	WEDNESDAY, THE 14th
	)	
JUSTICE LEIPER	)	DAY OF MAY, 2025

B E T W E E N:

V.T.

Plaintiff

-and-

AURORA CANNABIS INC., AURORA CANNABIS ENTERPRISES INC., and MEDRELEAF CORP.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(Certification)

THIS MOTION, made by the Plaintiff for an Order certifying this proceeding as a class proceeding against Aurora Cannabis Inc. and Aurora Cannabis Enterprises Inc., approving the publication of the condensed form, short-form, and long-form notices of certification, and the notice plan, was heard this day by judicial videoconference at Osgoode Hall courthouse, 130 Queen Street West, Toronto, Ontario.

ON READING the materials filed by the parties, and on hearing the submissions of the lawyers for the Plaintiff and Defendants,

AND ON BEING ADVISED that the Defendants consent to this Order;

1. THIS COURT ORDERS that this action is certified as a class proceeding under the *Class Proceedings Act, 1992,* SO 1992, c 6, as amended;

2. THIS COURT ORDERS that Sotos LLP are hereby appointed as Class Counsel;

3. THIS COURT ORDERS that the Class shall be defined as:

> All persons in Canada who purchased a Cannabis Product from one or more of the Defendants on or after February 1, 2014 to the date the order for certification of this action becomes final (the "**Class Period**") who were diagnosed or differentially diagnosed with cannabinoid hyperemesis syndrome during the Class Period after consuming one or more Cannabis Products, where "Cannabis Products" or "Cannabis Product" means cannabis and/or synthetic cannabinoid resins, pills, lozenges, concentrates, oils, edibles, beverages, vapours, and raw and adulterated plant material cultivated, designed, manufactured, packaged, labeled, distributed, marketed, and/or sold by the Defendants.

4. THIS COURT ORDERS that V.T. shall be appointed as the representative plaintiff;

5. THIS COURT ORDERS that the Plaintiff is granted leave to amend her Statement of Claim in the form attached hereto as Schedule "A";

6. THIS COURT DECLARES that the claim asserted on behalf of the Class is negligence and that statutory subrogated claims are asserted on behalf of the Provincial Health Insurers;

7. THE COURT ORDERS that the Plaintiff's claims under consumer protection legislation and for unjust enrichment and all gains-based remedies including disgorgement and restitution are dismissed, with prejudice;

8. THIS COURT DECLARES that the relief sought is general and aggravated damages, and the costs of the Public Health Insurers' subrogated claims;

9. THIS COURT DECLARES that the common issues are:

Definitions

i) "Cannabis Products" or "Cannabis Product" means cannabis and/or synthetic cannabinoid resins, pills, lozenges, concentrates, oils, edibles, beverages, vapours, and raw and adulterated plant material cultivated, designed, manufactured, packaged, labeled, distributed, marketed, and/or sold by the Defendants; and

ii) "CHS" means cannabinoid hyperemesis syndrome;

Liability Issues – Failure to Warn

1) Do the Cannabis Products, when used regularly (i.e. at least once per week), cause cannabinoid hyperemesis syndrome (CHS)?

2) If the answer to Question #1 is yes, when did the Defendants know, or when ought the Defendants to have known of this causal relationship between the regular use of Cannabis Products and CHS?

3) If the answer to #1 is yes, did the Defendants, or any one or more thereof, have a duty to warn the Class Members of the risk of developing CHS associated with the use of the Cannabis Products?

(A) If so, when did the duty to warn arise?

4) If the answer to Question #3 is yes, did the Defendants breach their duty to warn the Class Members of the risk of CHS?

5) If the answer to Question #4 is yes, when did that breach start?

6) If the answer to Question #4 is yes, did the breach of the duty to warn cause or contribute to the Class Members suffering from CHS?

7) Are the Class Members "insured persons' who are entitled to recovery from the Defendants for the costs of health care services provided by Provincial Health Insurers ("PHIs"), in relation to which PHIs have a subrogated interest under the applicable health care cost recovery legislation in each Province and Territory?

10. THIS COURT ORDERS that the condensed form, short-form, and long-form notices of certification ("The Notices of Certification") are hereby approved substantially in the forms attached respectively hereto as Schedules "B", "C", and "D";

11. THIS COURT ORDERS that the plan of dissemination of the Notices of Certification is hereby approved in the manner outlined in the Plaintiff's Amended Litigation Plan attached hereto as Schedule "E";

12. THIS COURT ORDERS that CA2 Inc. is appointed as the Notice Administrator to deliver the Notice of Certification to the Class;

13. THIS COURT ORDERS that no person may bring any action or take any proceeding against the Notice Administrator or the parties for sharing information concerning Class Members between the Notice Administrator and the parties for the purpose of implementing the Notice of Certification;

14. THIS COURT ORDERS that Class Members may opt out of this proceeding on the following terms:

(a) a Class Member may opt out of this proceeding by sending to the Notice Administrator a written election to opt out, or an opt out form, by mail, courier, fax or email on or before 5 pm PST on the day that is 60 days after the date of first publication of the Notice of Certification (the "**Opt-Out Deadline**");

(b) the written election to opt out must contain the following information to be valid:

(i) the Class Member's full name and current address;

(ii) if a designee is providing the opt out, their full name and current address and a statement that they have the authority to act on behalf of the Class Member, and the nature of that authority; and

(iii) a statement that the Class Member wishes to be excluded from the Class Action; and,

(iv) the Class Member's or Designee's signature (which may be original or an electronic signature);

(c) no person may opt out of this proceeding after the Opt-Out Deadline without leave of the Court; and

(d) by 30 days after the Opt-Out Deadline, the Notice Administrator shall report to the court, and to counsel for the parties, the names and addresses of all persons who have opted out of this class proceeding;

15. THIS COURT DIRECTS that no information about this class action other than the Notices of Certification will be disseminated by the Defendants to any Class Member during the opt-out period, unless approved by Class Counsel and, failing the approval of Class Counsel, then as approved by the Court.

16. THIS COURT ORDERS that, within 30 days of the date hereof, the Defendants shall disclose to the Notice Administrator and to Class Counsel the names and last known contact information for all known potential Class members, being all present or former customers of the

Defendants who have purchased Cannabis Products online through the Defendants' (including MedReleaf's) online storefronts (the "Class List").

17. THIS COURT ORDERS that Class Counsel and the Notice Administrator shall use the Class List solely for the purposes of providing potential class members with notice of certification of the class action, and to assist in the prosecution of the Class Action.

18. THIS COURT ORDERS AND DECLARES that the uses of the potential class members' personal information referred to herein do not breach their statutory or common law privacy rights.

19. THIS COURT ORDERS that this Order constitutes an order compelling production of the Class List within the meaning of applicable privacy laws and that this Order satisfies the requirements of s. 41(1)(d)(i) of the *Personal Health Information Protection Act, 2004* S.O. 2004, c. 3, Sch. A, s. 2(2)(c) of the *Privacy Act*, RSBC 1996, c 373, and s. 7(3)(i) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5.

20. THIS COURT ORDERS that compliance with this Order meets any requirement under any applicable privacy laws for the Defendants to provide any notice to persons of disclosure of the information required in this Order, without consent.

21. THIS COURT ORDERS that the Defendants are released from any and all obligations pursuant to any and all applicable privacy laws, including common law, statutes and regulations in relation to the disclosure of personal information required by this Order.

22. THIS COURT ORDERS that the costs associated with completing the notice plan will be paid by Class Counsel, and may be reimbursed from the proceeds of any court-approved settlement

made in favour of the Class, or reimbursed to Class Counsel from any costs awards made in favour of the Plaintiff as a necessary disbursement in the action without further order of the Court.

23. THIS COURT ORDERS that the Defendants shall pay to the Plaintiff her costs of this motion fixed in the sum of $40,000 + HST inclusive of disbursements.

Date: May _14___, 2025

Justice J. Leiper

ENTERED MAY 22/2025

SCHEDULE "A"

Court File No. CV-22-00690262-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

V.T.

Plaintiff

and

AURORA CANNABIS INC., and AURORA CANNABIS ENTERPRISES INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

FRESH AS AMENDED STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and $50,000 for costs, within the time for serving and filing your Statement of Defence you may move to have this proceeding dismissed by

the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and $400 for costs and have the costs assessed by the Court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date November 15, 2022 Issued by _____
Local Registrar

Address of court office: Superior Court of Justice
393 University Avenue, 10th Floor
Toronto, ON M5G 1E6

TO: Aurora Cannabis Inc.
500 - 10355 Jasper Ave
Edmonton, AB T5J 1Y6

AND TO: Aurora Cannabis Enterprises Inc.
10104 103 Ave NW, 2800
Edmonton AB T5J 0H8

AND TO: MedReleaf Corp.
Markham Industrial Park, 3930 14th Ave
Markham, Ontario
L3R 6G3

CLAIM

1. The Plaintiff claims, on her own behalf and on behalf of the proposed Class Members as defined below:

(a) an order pursuant to section 5 of the *Class Proceedings Act, 1992*, SO 1992, c 6 certifying this action as a class proceeding and appointing her as the representative plaintiff;

(b) an order defining the Class in accordance with paragraphs 6 and 7, below;

(c) a declaration that:

(i) the Defendants are liable to the Plaintiff and the Class for damages caused by their failure to warn of the risk of developing Cannabis Hyperemesis Syndrome ("**CHS**") posed by use of their Cannabis Products, as defined below;

(d) general and aggravated damages for personal injuries suffered by the Class Members on an aggregate or individual basis in such amounts as determined by the Court;

(e) an order that the Defendants pay the cost of all Public Health Insurers' (as defined in paragraph 66, below) subrogated claims related to all resulting medical treatments or testing of the Plaintiff and the Class for CHS;

(f) special damages in an amount to be determined at trial;

(g) punitive damages in an amount to be determined at trial;

(h) prejudgment interest and post-judgment interest in accordance with the *Courts of Justice Act*, RSO 1990, c C.43, as amended;

(i) the costs of all notices to the Class and of administering the plan of distribution of the recovery in this action, together with applicable taxes;

(j) the costs of this proceeding, plus all applicable taxes; and

(k) such further and other relief as this Honourable Court may deem just.

THE PARTIES

i. The Plaintiff

2. The Plaintiff, V.T., resides in the County of Leeds and Grenville. She is a veteran of the Canadian Armed Forces.

3. V.T. purchased and consumed Cannabis Products at the direction of a physician associated with CannaConnect Kingston, to treat her symptoms of post-traumatic stress disorder ("**PTSD**").

4. The Cannabis Products purchased and consumed by V.T. were all designed, manufactured, marketed, and sold either by the Defendants MedReleaf Corp. or Aurora Cannabis Enterprises Inc.

5. V.T. purchased the Cannabis Products that she consumed directly from the online storefronts operated by the Defendants. The Cannabis Products she purchased and consumed included the following:

(a) on June 12, 2019, she purchased Avidekell Oil, Sedamen Oil, Stello Softgels and Avidekell Softgels from MedReleaf Corp.;

(b) on July 16, 2019, she purchased Avidekell Oil, Midnight Oil, and Midnight Softgels from MedReleaf Corp.;

(c) on August 14, 2019, she purchased Luminairum Softgels, Alaska Softgels, and Midnight Softgels from MedReleaf Corp.;

(d) on October 21, 2019, she purchased Avidekell Softgels from MedReleaf Corp.;

(e) on November 22, 2019, she purchased Luminairum Softgels, Alaska Softgels, and Sedamen Softgels and Equiposa Softgels from MedReleaf Corp.;

(f) on August 31, 2020, she purchased Aurora THC Softgels and Midnight Softgels from Aurora Cannabis Enterprises Inc.;

(g) on September 30, 2020, she purchased Alaska Softgels, Equiposa Softgels and Midnight Softgels from Aurora Cannabis Enterprises Inc.;

(h) on October 31, 2020, she purchased Luminairum Softgels, Equiposa Softgels, and Avidekell Softgels from Aurora Cannabis Enterprises Inc.; and

(i) on November 30, 2020, she purchased Sedamen Softgels, Stello Softgels, Midnight Softgels, and Equiposa Softgels from Aurora Cannabis Enterprises Inc.

ii. The Class

6. The Plaintiff brings this action on her own behalf and on behalf of purchasers of Cannabis Products, as defined below. The proposed class (the "**Class**" or "**Class Members**") is defined as:

> All persons in Canada who purchased a Cannabis Product on or after February 1, 2014 to the date the order for certification of this action becomes final (the "**Class Period**") who were diagnosed or differentially

diagnosed with cannabinoid hyperemesis syndrome during the Class Period after consuming one or more Cannabis Products, where "Cannabis Products" or "Cannabis Product" means cannabis and/or synthetic cannabinoid resins, pills, lozenges, concentrates, oils, edibles, beverages, vapours, and raw and adulterated plant material cultivated, designed, manufactured, packaged, labeled, distributed, marketed, and/or sold by the Defendants.

iii. The Defendants

7. Aurora Cannabis Inc. is a publicly-traded, multinational company incorporated under British Columbia's *Business Corporations Act*, SBC 2002 c 57. Its head office and principal address is in Edmonton, Alberta.

8. In 2014, Aurora Cannabis Inc. began its business of commercially exploiting medicinal cannabis. It was first granted a license to produce and distribute medicinal cannabis on February 20, 2015. It is the world's second largest producer of cannabis and synthetic cannabinoids.

9. Aurora Cannabis Enterprises Inc. ("Aurora Enterprises") is a wholly-owned subsidiary of Aurora Cannabis Inc. (together, "**Aurora**"), headquartered in Edmonton, Alberta. At all times material to this action, it held licenses issued by Health Canada to distribute and sell the Cannabis Products, and it carried on business and sold the Cannabis Products to consumers across Canada.

10. MedReleaf Corp. ("MedReleaf") is a wholly-owned subsidiary of Aurora Cannabis Inc., headquartered in Markham, Ontario. It was acquired by Aurora Cannabis Inc. on July 25, 2018. At all times material to this action, it held licenses issued by Health Canada to distribute and sell the Cannabis Products. It was first licensed to market and sell medicinal cannabis on February 1, 2014, and it carried on business and sold the Cannabis Products to consumers across Canada. Either Aurora Cannabis Inc. or Aurora Cannabis Enterprises Inc. is liable for the misconduct of MedReleaf prior to its amalgamation with Aurora Enterprises.

11. At all material times, the Defendants and MedReleaf each participated in, or shared the common purpose of cultivating, designing, manufacturing, packaging, labelling, distributing, marketing, and selling products derived from cannabis and synthetic cannabinoids in Canada for profit either directly, or indirectly through their agents, affiliates or subsidiaries. These products include, *inter alia*, cannabis and synthetic cannabinoid resins, pills, lozenges, concentrates, oils, edibles, beverages, vapours, and raw and adulterated plant material (together, the "**Cannabis Products**", and each a "**Cannabis Product**").

12. At all material times, Aurora Cannabis Enterprises Inc., and (following its acquisition) MedReleaf were each the agent of Aurora Cannabis Inc., and of each other. As such, each Defendant is individually, as well as jointly and severally, liable to the plaintiffs and other members of the Classes for their injuries, losses and damages because:

(a) each company's business was operated so that it was inextricably interwoven with the business of the other;

(b) each company entered into a common business plan and shared the common purpose of commercially exploiting the Cannabis Products by placing them into the stream of commerce;

(c) each company owed a duty to the other and to each Class Member by virtue of the common business plan to commercially exploit the Cannabis Products by placing them into the stream of commerce; and

(d) each company intended that their businesses be run together as one global business organization.

13. As designers, producers, marketers, and vendors of the Cannabis Products, the Defendants knew or ought to have known of all the serious harmful effects arising from the consumption of their Cannabis Products. The Defendants were in an immediately proximate relationship with the Plaintiff and the Class Members, who are the consumers of the Cannabis Products that they designed, produced, marketed and sold. The intended use of the Cannabis Products was consumption by the Plaintiff and the Class for either medicinal or recreational purposes.

14. The Defendants knew that the Cannabis Products are inherently dangerous when used for their intended purpose. Accordingly, they owed a duty of care to the Plaintiff and Class to warn of the dangerous effects or potentially harmful side-effects arising from the use of the Cannabis Products, including the risk of Cannabis Products consumers developing CHS.

THE FACTS

i. The risk of CHS posed by the Cannabis Products

15. CHS is a risk inherent in the ordinary, regular use of cannabinoids by recreational and medicinal users. CHS manifests principally as recurrent nausea, vomiting, and cramping abdominal pain. It can persist for months or years.

16. The recurrent vomiting caused by CHS can damage teeth and tissues in the mouth, esophagus and stomach. Sufferers may experience loss of appetite and weight loss. Long-term dehydration and electrolyte imbalance caused by CHS can, in turn, cause organ damage, kidney failure and even death.

17. The sole cause of CHS is cannabinoid use. The precise mechanism by which cannabinoids cause CHS is unknown. CHS occurs most frequently in daily- or near-daily users of cannabinoids

but can occur following any frequency or duration of cannabinoid use. CHS can occur as a side effect of smoking, vaporizing, or eating cannabinoids at any psychoactive dose.

18. Many thousands of individuals in Canada suffer from CHS every year, including the Class Members, and many thousands of Class Members are hospitalized because of the severity of the symptoms of CHS from which they suffer. When hospitalized, the Class Members have undergone testing in order to ascertain the nature of their ailment, and much such testing would have been unnecessary if the Defendants had provided timely and adequate warning about the risks of developing CHS which are inherent in the ordinary and regular use of Cannabis Products.

19. CHS was first defined as a clinical syndrome in 2004. However, CHS is not notorious nor otherwise well known by the consuming public, nor by treating physicians.

20. In a Spring 2018 publication, "Information for Health Care Professionals: Cannabis (marihuana, marijuana) and the cannabinoids", Health Canada expressly warned physicians about the risk of CHS. This warning identified the symptoms of CHS and the elevated risk experienced by daily users of cannabis, and advised of treatment options. This was information already known to the Defendants, or which they ought to have known before the Health Canada publication.

21. The most reliable and only permanent treatment for CHS is the cessation of cannabinoid use.

ii. The Defendants' failure to warn of the risk of CHS posed by the Cannabis Products

22. Although the Defendants knew, or ought to have known since at least 2014 that CHS is a common, serious and harmful side effect of using the Cannabis Products, the Defendants do not warn, and have never warned consumers, including the Class Members, or prescribing physicians

of the risk of CHS posed by consumption of the Cannabis Products on the Cannabis Product labels or in Cannabis Product inserts or on instructions for use (together, the "labels").

23. While the Defendants maintain websites that provide information about the Cannabis Products to consumers and prescribing physicians, these websites do not warn of or even mention the risk of CHS. The Defendants do not publish product monographs for the Cannabis Products or otherwise direct information to consumers or learned professionals, including prescribing physicians or product sales persons, communicating the risk of CHS.

iii. The Plaintiff suffered CHS as a result of consuming the Cannabis Products

24. Prior to consuming the Cannabis Products and at all material times, V.T. suffered from PTSD.

25. In the Spring of 2019, V.T.'s treating psychologist advised her to try medicinal cannabis to treat her PTSD symptoms.

26. On or around May 23, 2019, V.T. submitted a medicinal cannabis application to CannaConnect Kingston. CannaConnect is an organization that provides advice and assistance to Canadian military veterans and RCMP officers with respect to medicinal cannabis treatments.

27. On May 30, 2019 CannaConnect's director recommended that the Plaintiff use the Cannabis Products of Aurora/MedReleaf.

28. Following this consultation, V.T. met with a doctor affiliated with CannaConnect, who prescribed medicinal cannabis at a dosage of one gram per day.

29. V.T. began using the Cannabis Products in June 2019, in accordance with the doctor's directions. V.T. ordered the Cannabis Products online from MedReleaf first, and then from Aurora Cannabis Enterprises Inc., and these Defendants supplied the Cannabis Products to her, as ordered.

30. V.T. registered with MedReleaf on June 5, 2019. On June 7, 2019, MedReleaf advised V.T. that it had received and processed her medical documentation and that she was now eligible to purchase medicinal Cannabis Products. V.T. only ordered Cannabis Products from MedReleaf and then Aurora Cannabis Enterprises Inc.

31. V.T. adhered strictly to the daily therapeutic dosing regime advised by her physician and did not use the Cannabis Products for any other purpose besides the treatment of her PTSD symptoms. This was ordinary, normal, and regular use of the Cannabis Products as was reasonably foreseeable by the Defendants, and was consumption of the Cannabis Products in a way that the Defendants knew could result in the Plaintiff suffering from CHS.

32. The Cannabis Products that V.T. bought and consumed were cannabis-infused oils and softgels manufactured and sold to her by by MedReleaf Corp. and Aurora Cannabis Enterprises Inc. V.T. used these oils and softgels on a daily or near-daily basis from June 2019 onwards.

33. After the acquisition of MedReleaf by Aurora Cannabis Enterprises Inc. in July 2020, and thereafter, V.T. ordered Cannabis Products from Aurora's website.

34. On approximately September 20, 2020, V.T. became violently ill. Her symptoms included extreme nausea, abdominal pain, vomiting, stomach pain, and chills. These symptoms were persistent. She did not know their cause.

35. Her symptoms were so severe that she attended at the Emergency Department at Kingston General Hospital. The hospital released her early in the morning of September 21, 2020, but did not diagnose her condition as CHS, although the Plaintiff was suffering from CHS.

36. The symptoms persisted most days, to various degrees, for months; however, V.T. continued to consume Cannabis Products, as prescribed, because she was unaware of the risk of CHS and did not know the Cannabis Products were causing her symptoms consisting of nausea, extreme abdominal pain, vomiting, and chills.

37. From December 10 to 15, 2020, however, V.T. became violently ill again. Her symptoms included extreme nausea, vomiting, stomach pain, chills, abdominal pain, chest and esophageal pain, inability to eat, difficulty drinking water due to pain, and shortness of breath.

38. On December 15, 2020, V.T. attended at the Emergency Department at Brockville General Hospital.

39. V.T. was admitted as a patient and diagnosed for the first time with CHS. She was advised by the Emergency Department physician that her symptoms were CHS, which was caused by her cannabinoid use, and that she should cease using the Cannabis Products to obtain relief from her symptoms. She was released the same day. The symptoms from which V.T. was suffering were, in fact, CHS, caused by her ingestion of the Defendants' Cannabis Products.

40. V.T.'s December 15, 2020 hospital admission was the first time she had ever heard of CHS, or been informed that it was a risk of cannabinoid use.

41. V.T. stopped using the Cannabis Products after her hospital admission. She cancelled her CannaConnect membership and her Aurora account.

42. Most of V.T.'s CHS symptoms promptly stopped after she stopped using the Cannabis Products, though she continued to experience chills for months after. Eventually, the chills also ceased once all of the bioaccumulation of the THC stored in her body had dissipated.

CAUSES OF ACTION

i. Negligence

43. As the cultivators, designers, manufacturers, packagers, distributors, marketers and sellers of the Cannabis Products, which were intended to be ingested by the Class Members and held out for medical use, the Defendants were under a duty of care to provide accurate, complete and timely warnings about any health or safety risk inherent to the ordinary use of the Cannabis Products of which they ought to have known, including warnings of the risk of developing CHS. The Defendants were also under a corresponding duty to provide the Plaintiff and Class Members with information that a reasonable consumer, patient and treating professional would need to know about the diagnosis and treatment of CHS, especially given that the Cannabis Products are advertised and prescribed to treat the very symptoms of CHS.

44. The Defendants negligently failed to issue any warning to the Plaintiff or the Class of the risk of CHS arising from the ordinary and regular use of the Cannabis Products, and the danger it posed to their health.

45. At all material times, the Defendants knew or ought to have known that normal and regular use of the Cannabis Products could cause the Plaintiff and the Class to suffer from CHS. CHS has

been recognized in scientific literature as a common side effect of cannabinoid use for decades, starting in 2004.

46. At no time have the Defendants warned or advised the Plaintiff or the Class of the risk of CHS posed by normal and regular use of the Cannabis Products.

47. As a result of the Defendants' failure to adequately warn of the risks of CHS arising from the use of the Cannabis Products, Class Members were exposed and continue to be exposed to harm from CHS. Thousands of Class Members have developed and continue to develop CHS annually, which is caused or contributed to by their consumption of the Cannabis Products. Without warnings of CHS, some Class Members who suffered or are suffering from CHS are or have been subject to misdiagnosis, and have been subjected to unnecessary and invasive diagnostic testing in an attempt by treating physicians to determine the cause of the Class Members' symptoms. In particular, given that cannabinoids are often used or prescribed to treat symptomology similar to CHS, the Class Members may continue to use or to be prescribed cannabinoids in the face of active CHS, thereby worsening and/or prolonging their pain and suffering from CHS.

48. The Class Members have suffered from some or all of the following: nausea, vomiting, stomach or abdominal pain, diarrhea, sweats, chills, dehydration, electrolyte imbalance, damages to teeth tissues or in the mouth or esophagus or stomach, organ damage or failure, loss of appetite and weight loss, and even death.

49. The Defendants' failure to warn of the risks of CHS breached section 27 of the *Cannabis Act*, SC 2018, c 16., which prohibits the sale of cannabis products in "a package or label containing

any information that is false, misleading or deceptive or that is likely to create an erroneous impression about the characteristics, value, quantity, composition, strength, concentration, potency, purity, quality, merit, safety, health effects or health risks of the cannabis." The failure to warn of the risk of CHS of the Cannabis Products is a false, misleading or deceptive omission about the health risks of the Cannabis Products.

50. The Defendants' failure to warn of the risks of CHS also breached section 9(1) of the *Food and Drugs Act*, RSC 1985, c F-27, which states that "[n]o person shall label, package, treat, process, sell or advertise any drug in a manner that is false, misleading or deceptive or is likely to create an erroneous impression regarding its character, value, quantity, composition, merit or safety." The failure to warn of the risk of CHS of the Cannabis Products is a false, misleading or deceptive omission about the safety of the Cannabis Products.

51. The Plaintiff pleads and relies on the doctrine of discoverability. None of the Class Members knew or could have known of their claim against the Defendants, because the Defendants' failure to warn made it impossible for the Class to know that the Cannabis Products carried the risk of and caused CHS.

52. If the Plaintiff and Class Members had known of the risk of developing CHS, they would either not have consumed the Cannabis Products, would have consumed fewer Cannabis Products, or they would, at a minimum, has ceased consuming Cannabis Products when they first developed the symptoms of CHS. Any or all of these action would have caused the Plaintiff and the Class Members to avoid developing CHS, or to substantially reduce or limit its duration and effects.

53. Had the Plaintiff and the Class been adequately warned about CHS, they would not have endured the pain and suffering associated with CHS, or their symptoms would have ended sooner as they would have stopped consuming Cannabis Products with the onset of CHS symptoms, and they would not have had to be hospitalized and endure diagnostic testing.

DAMAGES

54. As a result of the Defendants' negligent failure to warn of the risk of CHS posed by the Cannabis Products, the Plaintiff and the Class have suffered damages, all of which were reasonably foreseeable.

55. In addition, the Plaintiff and the Class have suffered further damages, including serious and prolonged pain and suffering, emotional distress, hospitalization, unnecessary diagnostic testing, as well as losses of income and other special damages, the amounts and values of which will be particularized prior to trial, all of which were reasonably foreseeable by the Defendants.

56. The Plaintiff claims these damages on behalf of herself and the Class.

57. Had the Defendants provided adequate and timely warnings about the risk of CHS posed by the ordinary and regular use of the Cannabis Products, the Plaintiff and Class Members could have, and would have made informed decisions whether to use the Cannabis Products. The Plaintiff and Class Members would likely have had their CHS diagnosed earlier, thereby shortening the time during which they had to suffer from their ongoing serious adverse health effects caused by CHS.

PROVINCIAL HEALTH INSURERS

58. The Ontario Health Insurance Plan and all other provincial and territorial health insurers (the "**Public Health Insurers**") have incurred expenses with respect to the medical treatment of the Plaintiff and Class Members as a result of the CHS they have suffered caused by the ingestion of the Cannabis Products. As a result, the Public Health Insurers have suffered and will continue to suffer damages for which they are entitled to be compensated by virtue of their right of subrogated and direct rights of action in respect of all past and future insured services. This action is maintained on behalf of all Public Health Insurers.

REAL AND SUBSTANTIAL CONNECTION

59. There is a real and substantial connection between the subject matter of this action and the Province of Ontario for the following reasons:

(a) the Defendants carry on business in Ontario;

(b) the Defendants derive substantial income in Ontario from the sales of the Cannabis Products;

(c) the Cannabis Products are approved for sale in Ontario; and

(d) the damages of the Plaintiff and those of other Class Members resident in Ontario, were sustained in Ontario.

LEGISLATION

60. The Plaintiff pleads and relies upon, *inter alia*, the following statutes and the regulations made thereunder, and their provincial and territorial equivalents (all as amended):

(a) *Alberta Health Care Insurance Act*, RSA 200, c A-20;

(b) *Cannabis Act*, SC 2018, c 16;

(c) *Courts of Justice Act*, RSO 1990, c C.43;

(d) *Department of Health Act*, RSS 1978, c D-17;

(e) *Food and Drugs Act*, RSC 1985, c F-27;

(f) *Health Care Costs Recovery Act*, SBC 2008, c 27;

(g) *Health Insurance Act*, RSO 1990, c H.6;

(h) *Health Services and Insurance Act*, RSNS 1989, c 197;

(i) *Health Services Insurance Act*, CCSM, c H35;

(j) *Hospital and Diagnostic Service Insurance Act*, RSPEI 1988, c H-8;

(k) *Hospital Insurance Agreement Act*, RSNL 1990, c H-7;

(l) *Hospital Insurance and Health and Social Services Administration Act*, RSNWT 1988, c T-3;

(m) *Hospital Insurance Services Act*, RSY 2002, c 112;

(n) *Hospital Services Act*, RSNB 1973, c H-9;

(o) *Hospital Act*, RSA 2000, c H-12;

(p) *Negligence Act*, RSO 1990, c N.1; and,

(q) *Health Insurance Act*, CQLR c. A-29.

SERVICE *EX JURIS*

61. This statement of claim may be served without court order outside Ontario because the claim is:

(a) in respect of a tort committed in Ontario (rule 17.02(g));

(b) in respect of damages sustained in Ontario arising from a tort or breach of contract however committed (rule 17.02 (h));

(c) against a person outside Ontario who is a necessary and proper party to this proceeding properly brought against another person served in Ontario (rule 17.02(o)); and

(d) against a person carrying on business in Ontario (rule 17.02(p)).

PLACE OF TRIAL

62. The Plaintiff proposes that this action be tried in Toronto.

November 15, 2022

SOTOS LLP
55 University Avenue, Suite 600
Toronto ON M5J 2H7

Margaret Waddell (LSO No.: 29860U)
mwaddell@sotos.ca
Karine Bédard (LSO No.: 79892G)
kbedard@sotos.ca

Tel: 416-977-0007

Lawyers for the Plaintiff

V.T.
Plaintiff

-and- AURORA CANNABIS INC.
Defendant

Court File No.: CV-22-00690262-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

FRESH AS AMENDED STATEMENT OF CLAIM

SOTOS LLP
55 University Avenue, Suite 600
Toronto ON M5J 2H7

Margaret Waddell (LSO No.: 29860U)
mwaddell@sotos.ca
Karine Bédard (LSO No.: 79892G)
kbedard@sotos.ca

Tel: 416-977-0007

Lawyers for the Plaintiff

SCHEDULE "B"

CONDENSED NOTICE OF CERTIFICATION

Were you diagnosed or differentially diagnosed with cannabinoid hyperemesis syndrome after purchasing a Cannabis Product[1] from Aurora Cannabis Inc. or Aurora Cannabis Enterprises Inc?

Read this Notice about a Certified Class Action

A class action has been certified against Aurora Cannabis Inc. and Aurora Cannabis Enterprises Inc.

The class action is for all persons in Canada who purchased a Cannabis Product from one or more of the Defendants between February 1, 2014, to May 14, 2025 (the "Class Period"), who were diagnosed or differentially diagnosed with cannabinoid hyperemesis syndrome ("CHS") during the Class Period after consuming one or more Cannabis Products.

You will automatically be included in the class action if you meet the class definition, unless you take steps to exclude yourself.

Contact Class Counsel to find out more about this class action:

SOTOS LLP
55 University Avenue, Suite 600
Toronto ON M5J 2H7
Email: auroracannabisclassaction@sotos.ca
Telephone: 1-877-294-9747 (toll-free)

To find out how to exclude yourself from this class action, go to: [notice administrator contact].

[1] Cannabis Products" or "Cannabis Product" means cannabis and/or synthetic cannabinoid resins, pills, lozenges, concentrates, oils, edibles, beverages, vapours, and raw and adulterated plant material cultivated, designed, manufactured, packaged, labeled, distributed, marketed, and/or sold by Aurora Cannabis Inc. and Aurora Cannabis Enterprises Inc.

SCHEDULE "C"

SHORT FORM NOTICE OF CERTIFICATION

Notice of Certification of a Class Action

Have you been diagnosed or differentially diagnosed with *cannabinoid hyperemesis syndrome* (CHS) after consuming one or more Cannabis Product from Aurora Cannabis Inc. or Aurora Cannabis Enterprises Inc.?

If so, a class action lawsuit may affect your rights. Please read this notice carefully.

Who is included in the Class?

The Class is:

> All persons in Canada who purchased a Cannabis Product from one or more of the Defendants on or after February 1, 2014 to the date the order for certification of this action becomes final (the "Class Period") who were diagnosed or differentially diagnosed with cannabinoid hyperemesis syndrome during the Class Period after consuming one or more Cannabis Products, where "**Cannabis Products**" or "**Cannabis Product**" means cannabis and/or synthetic cannabinoid resins, pills, lozenges, concentrates, oils, edibles, beverages, vapours, and raw and adulterated plant material cultivated, designed, manufactured, packaged, labeled, distributed, marketed, and/or sold by the Defendants.

If you meet this description, then you are a member of the Class.

If you have any questions regarding CHS or your medical condition, you should contact your doctor.

What is this Class Action about?

The lawsuit alleges that Aurora Cannabis Inc. and Aurora Cannabis Enterprises Inc. failed to disclose that there is a risk of developing *cannabinoid hyperemesis syndrome* from the regular use of their Cannabis Products. The Plaintiff alleges that the Defendants were negligent in not providing a warning about the risk of CHS, and seeks damages for those people who have suffered CHS after using these Cannabis Products.

The lawsuit alleges that CHS is a side effect from regular use of cannabis products. CHS causes cyclical nausea, abdominal pain, and vomiting. Severe CHS can cause dehydration, damage to the tissues of the mouth and throat, organ failure and, in extreme cases even death.

Cessation of cannabis use results in the resolution of all CHS symptoms. The certification of this claim as a class action means that the Plaintiff is permitted to prosecute the case for the benefit of the Class. The Court has not decided if the Plaintiff's claims or the Defendants' defences will succeed. No determination of liability has been made, and the Defendants deny that they were negligent or that they owe damages to the Class.

The details of the claims are set out in the Amended Statement of Claim. A copy of the Amended Statement of Claim is on Class Counsel's website under the "Documents" tab at https://www.sotosclassactions.com/cases/aurora-cannabis-cannabinoid-hyperemesis-syndrome/.

What do I need to do now?

If you are a Class Member and you want to participate in this lawsuit, then you do not have to do anything right now. You will automatically be included in the Class Action as a Class Member. You will also be legally bound by all orders and judgments of the Court. This means that if a judgment is made by the Court, or if a settlement is reached between the parties, and the settlement is approved by the Court, you are bound by the result.

If you are a Class Member, you will not be able to start or continue with your own lawsuit against the Defendants about the same claims that are included in this Class Action. If the Class gets money or benefits from the Defendants in a judgment or a settlement between the parties, you will be notified about how to ask for a share of the money, or what your options are at that time.

If you do not want to be included in this Class Action and would like to be excluded, please read the section below that tells you how to Opt Out.

How to Opt Out – if you do not want to be involved in this Class Action.

You can exclude yourself from this Class Action by "opting out." If you opt out, you will not be able to get any money or benefits from this Class Action if a judgment is granted or a settlement is reached. But, if you exclude yourself, you may sue the Defendants on your own. You will not be bound by anything that happens in this Class Action.

Deadline for Opting Out:

To opt-out, you must deliver a written Opt-Out Request to the Notice Administrator. If you send it by mail, it must be postmarked on or before [date] at 5:00 p.m. PST. If you email, fax, or courier the Opt-Out request, it must be time-stamped as having been sent on or before [date] at 5:00 p.m. PST. Opt-Out requests received after this date will not be accepted or valid. If you have not excluded yourself from the Class Action by that time and date, you will automatically be included in the Class Action as a Class Member, and you may not exclude yourself thereafter without leave from the Court.

To be valid, your Opt-Out request must clearly state that you are opting out of the *V.T. v Aurora Cannabis Inc. & Aurora Cannabis Enterprises Inc.* Class Action, and you must also include your full name, current address, email address (if available), a statement that you wish to be excluded from the Class Action, and your signature (original or electronic). Designees must state that they have the authority to act on behalf of the Class Member, the nature of that authority, and include their own signature. Failure to include any of this information will result in your Opt-out request being invalid.

Opt-Out Requests must be sent to:

[notice administrator information]

Do I have to pay anything?

There is NO PAYMENT necessary to participate in the Class Action. Class Counsel will be paid only if this Class Action succeeds at trial or if there is a settlement. Class Counsel have been retained by the Plaintiff on a contingency fee basis. If Class Counsel gets money for the Class, they will ask the Court to approve payment of their fees and expenses from the amount to be paid to the Class. The fee request will not exceed 25% plus HST of the money recovered. If the Court grants Class Counsel's request, the fees and expenses will either be deducted from any money obtained for the Class Members, or paid separately by the Defendants. You will not have to pay any of these fees and expenses personally out-of-pocket. Class Counsel do not get paid any fees until the Court approves the amount that they will be paid.

If a separate hearing is required to establish your individual entitlement to a payment or the amount of such a payment, and you choose to hire your own lawyer to help with that process, then the fees that you pay to that lawyer will be in addition to the amount to be paid to Class Counsel.

What if I have more questions?

This notice summarizes the lawsuit. More details and important documents can be viewed at: https://www.sotosclassactions.com/cases/aurora-cannabis-cannabinoid-hyperemesis-syndrome/

You may contact Class Counsel at:
SOTOS LLP
55 University Avenue, Suite 600
Toronto, ON M5J 2H7
E: auroracannabisclassaction@sotos.ca
T: 1-877-294-9747 (toll free)

This notice was approved by the Ontario Superior Court of Justice. It is a summary of the terms of the certification order. If there is a conflict between the provisions of this notice and the terms of the certificate order, the certification order prevails.

SCHEDULE "D"

LONG FORM NOTICE OF CERTIFICATION

Notice of Certification of a Class Action

Have you been diagnosed or differentially diagnosed with *cannabinoid hyperemesis syndrome* (CHS) after consuming one or more Cannabis Products from Aurora Cannabis Inc. or Aurora Cannabis Enterprises Inc.?

If so, a class action lawsuit may affect your rights. Please read this notice carefully.

Who is included in the Class?

The Class is:

> All persons in Canada who purchased a Cannabis Product from one or more of the Defendants on or after February 1, 2014 to the date the order for certification of this action becomes final (the "Class Period") who were diagnosed or differentially diagnosed with cannabinoid hyperemesis syndrome during the Class Period after consuming one or more Cannabis Products, where "**Cannabis Products**" or "**Cannabis Product**" means cannabis and/or synthetic cannabinoid resins, pills, lozenges, concentrates, oils, edibles, beverages, vapours, and raw and adulterated plant material cultivated, designed, manufactured, packaged, labeled, distributed, marketed, and/or sold by the Defendants.

If you meet this description, then you are a member of the Class.

If you have any questions regarding CHS or your medical condition, you should contact your doctor.

What is this Class Action about?

The claim alleges that the Defendants negligently failed to warn consumers, patients and their treating professionals of the risk of developing cannabinoid hyperemesis syndrome (CHS) posed by the regular use of their Cannabis Products.

The claim alleges that CHS is a side effect from regular use of cannabis products. CHS causes cyclical intense and persistent nausea, abdominal pain, and vomiting. Severe CHS can cause dehydration, damage to the tissues of the mouth and throat, organ failure and, in extreme cases even death. It is estimated that thousands of Canadians suffer from CHS every year.

Cessation of cannabis use results in the resolution of all CHS symptoms. The claim alleges that the Defendants knew or should have known of the risk of CHS arising from the regular use of their Cannabis Products, but they failed to provide any warning about it.

The Plaintiff seeks to recover damages for the Class Members who were diagnosed or differentially diagnosed with CHS during the Class Period.

The Defendants deny the Plaintiff's allegations of negligence and failure to warn. The Defendants deny that the Class are entitled to compensation from them.

Certification of the action is not a finding of liability, it simply means that the action may continue as a class proceeding. It does not decide if the Plaintiff's claims or the Defendants' defences will succeed.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION LAWSUIT	
DO NOTHING **(Stay in the Class Action lawsuit)**	• If you do nothing, you will automatically be included as a member of the Class. You do not need to take any further action at this time. • Await the outcome. Your rights will be determined by any judgment on the common issues or any court-approved settlement. • You will keep your right to share in possible money or other benefits that may come from the trial or a possible settlement. • Give up certain rights, such as the right to pursue a lawsuit against Aurora Cannabis Inc. or Aurora Cannabis Enterprises Inc. on your own with respect to their failure to warn of the risk of developing CHS arising from the regular use of their Cannabis Products. • However, if the judge rules that the allegations have not been proven at the trial, you will lose your right to sue Aurora Cannabis Inc. or Aurora Cannabis Enterprises Inc. on your own for their failure to warn of the risk of developing CHS arising from the regular use of their Cannabis Products.
OPT OUT **(Remove yourself from the Class Action lawsuit)**	• If you choose to opt out of the Class Action, then you can pursue your own lawsuit against Aurora Cannabis Inc. or Aurora Cannabis Enterprises Inc. for their failure to warn of the risk of developing CHS from the regular use of their Cannabis Products. • However, this means that you will get no money or benefits if the Class Action succeeds or if a settlement is negotiated. • If you intend to opt out and sue Aurora Cannabis Inc. or Aurora Cannabis Enterprises Inc. on your own, you should know that time limits apply to start a lawsuit, and if you are outside of those time limits, you may not be able to bring your own lawsuit. • You should consult a lawyer to obtain advice about your rights to bring an individual lawsuit before opting out. • An Opt Out Form can be found at the end of this Notice, or you can send your own written notice to the Notice Administrator. Their contact information is set out below.

THIS NOTICE CONTAINS:

BASIC INFORMATION

1. Why did I get this Notice?

The Ontario Superior Court of Justice (the "Court") authorized the publication of this notice to let you know that the Court has allowed this action to proceed as a class action, and to tell you that the Class Action may affect your rights. The Class Action is known as: *V.T. v Aurora Cannabis Inc. & Aurora Cannabis Enterprises Inc.* Aurora Cannabis Inc. and Aurora Cannabis Enterprises Inc. ("Aurora") are the Defendants.

The Court has allowed this action to be prosecuted as a class action. This is called "certification." This decision does not decide whether the Plaintiff's allegations are true or if the Defendants did anything wrong. If the Class Action is not settled, there will be a trial to decide certain "common issues" that relate to the Plaintiff's claims and the Defendants' answers to those claims.

More information about the Class Action, including the Certification Order and other important documents can be viewed at https://www.sotosclassactions.com/cases/aurora-cannabis-cannabinoid-hyperemesis-syndrome/.

Assuming that there is a common issues trial, and that the issues are decided in favour of the Class, there will then be a process to determine whether each individual Class Member is entitled to compensation, and the amount of that compensation. If that happens, each Class Member can decide whether they wish to participate in the individual claims process to claim for their own losses. If the common issues are decided in favour of the Defendants at the common issues trial, the action will end, and no money will be paid to Class Members.

2. What is a class action?

A class action is a unique type of lawsuit. It allows a "representative plaintiff" to sue someone who hurt or injured many people in a similar way for the benefit of all of the class members. The representative plaintiff chose to bring this action on behalf of everyone who was affected by the Defendants. The lawyers for the representative plaintiff and the class are called "Class Counsel".

In a class action, the court decides the issues about what happened and the legal questions that are common to the whole class. These are called "Common Issues", and when they are decided at trial, they are decided for everyone in the Class.

For example, in this case, purchasers of Aurora's Cannabis Products and who were diagnosed or differentially diagnosed with CHS after consuming one or more of Aurora's Cannabis Products during the Class Period are called the "Class" and each individual purchaser is a "Class Member".

THE CLAIMS IN THE CLASS ACTION

3. What is the Class Action about?

The Class Action alleges that the Defendants were negligent because they failed to warn consumers, patients and their treating professionals about the risk of developing cannabinoid hyperemesis syndrome ("CHS") posed by the regular use of their Cannabis Products.

If you would like to read more, a copy of the Amended Statement of Claim can be viewed under the "Documents" tab of this Class Action page at:

https://www.sotosclassactions.com/cases/aurora-cannabis-cannabinoid-hyperemesis-syndrome/.

4. How do the Defendants respond to these allegations?

The Defendants have denied that they failed to warn about CHS and that they caused harm to the Class. They deny that they are liable to pay any amount to any Class Member. They are defending the Class Action on the basis that, among other things, the Defendants have complied with all of Health Canada's regulations related to the sale of cannabis, including the Defendants' strict adherence to Health Canada's requirements for the warning labels to attach to each of their products.

5. Has the Court decided who is right?

No decision has been made about whether the Class or the Defendants is right. This will not happen until the Common Issues trial, which will not take place for quite some time (likely a few years). At the trial, the Representative Plaintiffs will present their evidence about why they say the Defendants are at fault and what losses the Class have suffered. The Defendants will respond to these allegations.

Updates about the status of the case will be posted on Class Counsel's website page dedicated to this case: https://www.sotosclassactions.com/cases/aurora-cannabis-cannabinoid-hyperemesis-syndrome

6. What is the Representative Plaintiff asking for?

The Representative Plaintiff claims general damages for the injuries the Class Members may have experienced, aggravated damages, and the recovery of health care costs incurred by provincial health insurers.

The details of the claim are set out in the Amended Statement of Claim, which can be viewed on Class Counsel's website under the "Documents" tab at:

https://www.sotosclassactions.com/cases/aurora-cannabis-cannabinoid-hyperemesis-syndrome

7. What are the Common Issues?

The common issues that will be decided at the common issues trial are:

Definitions

i) "Cannabis Products" or "Cannabis Product" means cannabis and/or synthetic cannabinoid resins, pills, lozenges, concentrates, oils, edibles, beverages, vapours, and raw and adulterated plant material cultivated, designed, manufactured, packaged, labeled, distributed, marketed, and/or sold by the Defendants; and

ii) "CHS" means cannabinoid hyperemesis syndrome;

Liability Issues – Failure to Warn

1) Do the Cannabis Products, when used regularly (i.e. at least once per week), cause cannabinoid hyperemesis syndrome (CHS)?

2) If the answer to Question #1 is yes, when did the Defendants know, or when ought the Defendants to have known of this causal relationship between the regular use of Cannabis Products and CHS?

3) If the answer to #1 is yes, did the Defendants, or any one or more thereof, have a duty to warn the Class Members of the risk of developing CHS associated with the use of the Cannabis Products?

    (A) If so, when did the duty to warn arise?

4) If the answer to Question #3 is yes, did the Defendants breach their duty to warn the Class Members of the risk of CHS?

5) If the answer to Question #4 is yes, when did that breach start?

6) If the answer to Question #4 is yes, did the breach of the duty to warn cause or contribute to the Class Members suffering from CHS?

7) Are the Class Members "insured persons' who are entitled to recovery from the Defendants for the costs of health care services provided by Provincial Health Insurers ("PHIs"), in relation to which PHIs have a subrogated interest under the applicable health care cost recovery legislation in each Province and Territory?

8. Is there any money available now?

No. There is no money available now because the Court has not yet decided who is right, and there is no settlement agreement with the Defendants. There is no guarantee that money or benefits will be awarded to the Class. However, if money is awarded, you will be notified about how to ask for a share.

WHO IS INCLUDED IN THE CLASS ACTION?

9. How do I know if I am part of this Class Action?

This Class Action includes all persons in Canada who purchased a Cannabis Product from the Defendants on or after February 1, 2014 to May 14, 2025 who were diagnosed or differentially diagnosed with cannabinoid hyperemesis syndrome during the Class Period after consuming one or more Cannabis Products.

If you fit this definition, then you are a member of the Class, unless you exclude yourself from the Class Action by opting out by the opt out deadline.

10. What do I do if I am not sure if I am included?

If you are still not sure whether you are included in the Class, you may contact Class Counsel at 1-877-294-9747 or auroracannabisclassaction@sotos.ca with questions.

A confidential inquiry can also be made by completing the form at: https://www.sotosclassactions.com/cases/aurora-cannabis-cannabinoid-hyperemesis-syndrome/.

RIGHTS AND OPTIONS FOR CLASS MEMBERS

11. What happens if I do nothing?

If you do nothing, you are choosing to remain a Class Member. Win or lose at trial, you will have your rights impacted. You will lose the right to sue for the same injuries or harm as those alleged in the Class Action. However, if Aurora is required to compensate the Class Members through a win at trial or through a settlement, you will be notified about how to claim your share, or what your options are at that step.

12. Are there any risks involved in being a class member?

Class Members are not responsible for any court costs that might be payable to the Defendants. Only the Representative Plaintiff is at risk for any adverse cost awards, and they are being indemnified by Class Counsel.

Class Members do not have to pay any legal fees out of their own pockets. Class Counsel are working on a contingency fee basis, which means that they are only paid if the Class Action is successful, either through a settlement or a trial judgment. If there is a resolution in favour of the Class, Class Counsel's fees will be paid from the settlement fund or trial judgment and must first be approved by the Court. The contingency fee agreement is for 25% of any judgment or settlement, plus disbursements and HST.

13. What happens if I opt out and exclude myself?

If you opt out, you will not be able to get any money or benefits from the lawsuit if they are awarded through a trial or settlement. However, you will keep your right to sue as an individual. You should be aware that your ability to sue is limited by time – i.e., you have to start the lawsuit by a certain date. You should consult a lawyer about your rights, and if they are impacted by time limitations, before deciding to opt out.

14. If I don't opt out and exclude myself, can I sue later?

No. Unless you opt out/exclude yourself by the Opt-Out Deadline, which is [date], you give up the right to sue as an individual for any injury or harm that you suffered which was caused by Aurora's failure to warn about the risk of CHS. You must opt out and exclude yourself from the Class Action lawsuit to start your own lawsuit.

15. How do I opt out and exclude myself from the Class Action?

You must send a message to [Notice Administrator], the court-appointed Notice Administrator, that is signed by you and says that you are choosing to opt out of the Class Action by the Opt-Out Deadline. You can use the *Opt-Out Form* at Page X of this Notice, or you can simply write, fax or email a message to [Notice Administrator] that includes: your full name and address, a statement that you fit within the definition of a Class Member, a statement that you do not want to be a part of this Class Action lawsuit, and you must sign the opt out notice.

If you mail your opt-out request/form, it must be postmarked by no later than [date]. If you email or fax your opt-*out* request/form, it must be received by [Notice Administrator] by no later than 5:00 pm PST on [date] (the **Opt-Out Deadline**)

If you have not excluded yourself from the Class Action by the Opt-Out Deadline, you will automatically be included in the Class Action as a Class Member, and cannot opt out or exclude yourself later.

Opt-Out Forms are to be sent to:

[notice administrator]

THE LAWYERS IN THE CASE

16. Do I have a lawyer?

Sotos LLP are Class Counsel. Class Counsel are the Representative Plaintiff's lawyers, and are prosecuting the action for the benefit of the Class as a whole. Class Counsel have broad experience handling similar cases.

More information about Class Counsel, their practices, and their lawyers' experience is available at https://www.sotosclassactions.com/ .

17. How will the lawyers be paid?

Class Counsel has been retained on a "contingency" basis. This means that, unless the lawsuit is successfully decided at trial or settled, they will not be paid any of their fees or expenses. If the lawsuit is successful, Class Counsel will ask the Court to approve payment of their fees and expenses from any amount awarded to the Class. The fee request will not exceed 25% plus HST

of any award. The Court will decide if Class Counsel's fees and expenses will be deducted from the award or if Aurora will have to pay them separately. You will not have to pay any of these fees and expenses directly. If there are Individual Hearings following the Common Issues trial, then any legal fees payable for that process will be negotiated separately at that time.

THE TRIAL

18. How and when will the court decide who is right?

If there is no settlement, then the Representative Plaintiff will have to argue their case at the Common Issues trial. During the trial, a judge will hear all of the evidence against Aurora, as well as the Defendants' evidence about why they should not be held responsible for the allegations against them. The judge will then decide the case by answering the "Common Issues" questions.

Both parties will have an automatic right of appeal from any judgment on the Common Issues.

19. Do I have to come to the trial?

No, you do not need to attend the trial. Class Counsel will argue the case for the Representative Plaintiff and the Class. You are welcome to come and watch any part of the trial. You may also volunteer to participate as a witness, but you don't have to. If you want to participate at the Common Issues trial, you should contact Class Counsel and they will discuss that option with you.

20. Will I get money after the trial?

If the Representative Plaintiff succeeds at the trial, or if a settlement is approved by the Court, you will be notified about how to ask for a share of the award. The answers to the Common Issues will not determine if any Class Members are entitled to compensation for their individual harms. This will have to be decided at an expedited Individual Hearing after the common issues are decided.

If you have suffered significant mental or physical injury in relation to your CHS diagnosis or differential diagnosis, you should contact Class Counsel to discuss your situation with them.

GETTING MORE INFORMATION

21. How do I get more information about the lawsuit?

This Notice summarizes the lawsuit. More details are in the Amended Statement of Claim and the Certification Order, which can be viewed under the "Documents" tab at: https://www.sotosclassactions.com/cases/aurora-cannabis-cannabinoid-hyperemesis-syndrome/.

You may send questions to Class Counsel:

SOTOS LLP

55 University Avenue, Suite 600
Toronto ON M5J 2H7
Email: auroracannabisclassaction@sotos.ca
Telephone: 1-877-294-9747 (toll-free)

You may also fill in the confidential inquiry form at:
https://www.sotosclassactions.com/cases/aurora-cannabis-cannabinoid-hyperemesis-syndrome/.

This notice was approved by the Ontario Superior Court of Justice. It is a summary of the certification order. If there is a conflict between what it says in this notice and what it says in the certification order, the certification order applies.

V.T. v Aurora Cannabis Inc. & Aurora Cannabis Enterprises Inc. Class Action

OPT-OUT FORM

This is **NOT** a Claim Form.

Class Members who wish to pursue their own action or who do not want to be bound by the outcome of this Action MUST OPT OUT of this Action, and they may do so by completing this OPT-OUT FORM.

TO:

[notice administrator]

Please read and confirm your agreement by checking each box:

- I acknowledge that I am opting out and I am confirming that I do not wish to participate in the Aurora Class Action.
- I acknowledge that Class Members who wish to pursue their own actions, or who do not want to be bound by the outcome of this Class Action must opt out.
- I acknowledge that if I wish to pursue my own claims against the Defendants relating to the matters at issue in this Class Action, I should seek independent legal advice, which will be at my own expense.

Full Name:
Mailing Address:
Telephone:
Email:

Signature:

SCHEDULE "E"

Court File No. CV-22-00690262-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

V.T.

Plaintiff

and

AURORA CANNABIS INC., AURORA CANNABIS ENTERPRISES INC., and MEDRELEAF CORP.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

PLAINTIFF'S AMENDED LITIGATION PLAN (MAY 1, 2025)

The Plaintiff's plan pursuant to section 5(1)(e)(ii) of the *Class Proceedings Act, 1992*, SO 1992, c 6 (the "***CPA***") is set out below.

Definitions

1. In this Litigation Plan:

   a) "**Action**" or "**Class Action**" means this proceeding, *V.T. v. Aurora Cannabis Inc. et al.*, CV-22-00690262-00CP;

   b) "**Court**" means the Ontario Superior Court of Justice; and,

   c) "**Class Counsel**" means Sotos LLP.

Class Counsel

2. Class Counsel have the requisite knowledge, skill, experience, personnel, and financial resources available to prosecute this Class Action to its conclusion. Class Counsel may add other lawyers or other professionals to their complement if Class Counsel decides they are necessary. Aside from experts intending to provide expert evidence to the Court, such lawyers or other professionals may be paid on a contingency basis.

3. To date, Class Counsel have devoted considerable resources to arriving at a cogent and compelling theory of the case and to move this litigation forward, which has included:

a) meeting with and interviewing the Plaintiff;

b) collection of the Plaintiff's documents;

c) drafting and amending the statement of claim;

d) completing detailed research into cannabis hyperemesis syndrome ("CHS"), including its causation and the state of expert knowledge about CHS at the relevant times;

e) establishing a webpage with details of the status of the litigation and direct communications portals for class members to communicate with Class Counsel;

f) communicating with and obtaining information from potential class members;

g) communicating with Provincial Health Insurers;

h) retaining expert witnesses; and,

i) negotiating a consent certification.

4. Class Counsel anticipates that prosecuting this action will require:

a) regular meetings with the Plaintiff

b) communications and meetings with other class members;

c) collection and production of the Plaintiff's documents;

d) collection of information and documentation from Class members and from regulatory organizations, including Health Canada;

e) reading, organizing, profiling, scanning, briefing, managing and analyzing thousands of documents to be produced by the Defendants;

f) analysis of complex legal, scientific and medical issues;

g) developing litigation strategies;

h) obtaining additional expert evidence, including opinions on the nature, causation and prevalence of CHS; and

i) retaining experts to opine on the Defendants' duties of care and the applicable standards of care.

The Class Definition

5. The Plaintiff seeks to represent a Class, defined as follows:

> All persons in Canada who purchased a Cannabis Product from one or more of the Defendants on or after February 1, 2014 to the date the order for certification of this action becomes final (the "**Class Period**") who were diagnosed or differentially diagnosed with cannabinoid hyperemesis syndrome during the Class Period after consuming one or more Cannabis Products, where "Cannabis Products" or "Cannabis Product" means cannabis and/or synthetic cannabinoid resins, pills, lozenges, concentrates, oils, edibles, beverages, vapours, and raw and adulterated plant material cultivated, designed, manufactured, packaged, labeled, distributed, marketed, and/or sold by the Defendants.

Reporting to and Communicating with Class Members

6. Class Counsel estimates that there are thousands of Class Members located across Canada in all provinces and territories.

7. The Defendants should be in possession of business records detailing the identities of direct purchasers of the Cannabis Products, and will have business records of the volume of Cannabis Products sold through dispensaries and clinics during the class period.

8. The Plaintiff will seek a court order for disclosure of the names and last known contact information for all known potential Class members from the Defendants (i.e. all present or former customers of the Defendants who have purchased Cannabis Products online through the Defendants' (including MedReleaf's) online storefronts) for the purposes of providing them with notices about the Class Action, and to assist in the prosecution of the Class Action.

9. Given that not all Cannabis Product purchasers will have a CHS diagnosis or differential diagnosis, Class Members will likely have to self-identify to Class Counsel, and their ultimate Class membership will likely be subject to verification if this proceeding resolves in a settlement with a claims adjudication process or by individual issues trials. The Plaintiff will recommend that

membership in the Class be proven by any form of medical records or medical opinion that confirms a diagnosis or differential diagnosis of CHS by a health care professional.

10. Class Counsel has created a unique webpage for this proposed Class Action on its firm website: https://www.sotosclassactions.com/cases/aurora-cannabis-cannabinoid-hyperemesis-syndrome/

11. Current information about the Class Action is posted on Class Counsel's website, and it will be updated whenever material events occur. Copies of significant publicly-filed court documents, court decisions, and other information relating to the action will be accessible from the website. This allows the Class members, wherever they reside, to keep informed as to the status of the action.

12. In addition, the webpage includes contact information for Class Counsel, including a confidential portal through which Class members can send messages directly to Class Counsel. Class Counsel has returned, and will continue to return, all communications from Class members promptly.

13. Class Counsel has prepared and will continue to maintain a database of potential Class members who have contacted them and who wish to receive updates regarding the proceeding, including their name, address, telephone number, email address, and, if provided, details of their personal circumstances.

14. From time to time, as reasonably required, Class Counsel will provide updates reporting on the status of the Class Action directly to potential Class members who have self-identified to Class Counsel. Class members who provide email addresses will receive updates by way of email. These updates will also be posted to Class Counsel's website.

15. It is expected that following the dissemination of the notice of certification, Class Counsel will continue to obtain information from newly-identified potential Class members. The Class member database will be updated on an ongoing basis.

Notice of Certification and Opt Out Procedure

16. The contents of the Notices of Certification shall comply with the requirements of ss. 17(5) and 20(1) of the *CPA*.

17. The Plaintiff proposes that the Notice of Certification be distributed in accordance with the following **Notice Plan**:

a) A condensed form, short form and long form notice of certification will be prepared by Class Counsel, translated into French, and approved by the Court;

b) A third party Notice Administrator will be retained to assist in the noticing process.

c) Class Counsel will seek a court order directing the Defendants to disclose to Class Counsel and the Notice Administrator within 30 days the names and last known contact information for all potential Class members known to them, being all present or former customers of the Defendants who have purchased Cannabis Products directly from them, or to whom the Defendants have otherwise shipped their Cannabis Products (the "Class List"). The order will contain the usual protective language that the disclosure of such information is not a breach of the customers' privacy.

d) The Notice Administrator will update the contact information in the Class List using appropriate software

e) Class Counsel will provide the Notice Administrator with their list of potential Class Members, which will be incorporated into the Class List;

f) the Notice Administrator will email the short-form Notice of Certification to the Class List in both English and French;

g) where no email address for a Class Member is included in the Class List, the Notice Administrator will mail the condensed Notice of Certification in both English and French to the last known address for such Class Members.

h) the Notice Administrator will cause the condensed Notice of Certification to be published in either official languages, as appropriate, as an online advertisement on networks to those most likely reach Class Members such as:

(i) Postmedia Solutions;

(ii) the Google Display Network; or

(iii) Meta Platforms, Inc.

i) Based upon the Notice Administrator's recommendations of the best means of reaching the Class Members, Class Counsel may publish website banner ads with the content of the condensed notice of certification;

j) Class Counsel will publish a national press release in English and French, advising of the certification of the Action as a class proceeding;

k) Class Counsel will post the short-form and long-form Notices of Certification on their website in both official languages, and will update their website to advise of the certification of the Action;

l) Class Counsel will post a link to their website and advise of the certification of the Action on their social media accounts;

m) Class Counsel shall provide the short-form and long-form Notice of Certification to any person who requests them;

18. The Plaintiff propose the following opt-out procedure:

a) a Class Member may opt out of the Class Action by sending a written election to opt out, signed by the person or the person's legal designee, by mail, courier, fax or email to the Notice Administrator;

b) the written election to opt out must contain the following information in order to be valid:

(i) the Class Member's full name and current address;

(ii) if a Designee is providing the opt out, their full name and current address and a statement that they have the authority to act on behalf of the Class Member, and the nature of that authority; and

(iii) a statement that the Class Member wishes to be excluded from the Class Action;

(iv) the Class Member's or Designee's signature (which may be original or an electronic signature);

(v) written elections to opt out must be time-stamped or postmarked no later than 5:00 p.m. Eastern Time on the day 60 days after the Notice of Certification is first published (the "Opt-Out Deadline"). Where the postmark is not visible or legible, the election to opt out shall be deemed to

have been postmarked five days prior to the date that it is received by the Notice Administrator; and

(vi) no Class Member may opt out of the Class Action after the expiration of the Opt-Out Deadline, except with leave of the Court.

c) By 30 days after the Opt-Out Deadline, the Claims Administrator will provide a report to lawyers for the Defendants and to Class Counsel, and to the Court listing all persons who timely opted out of the Action.

d) All costs of the notice program borne by Class Counsel will be disbursements recoverable in the Action.

Pleadings

19. The statement of claim will be amended in the form compliant with the consent certification order. The Defendants will deliver their amended statement defence within 20 days of service of the amended statement of claim. Any Reply will be delivered within ten days of service of the amended defence.

20. Should further amendments to the Amended Statement of Claim be necessary based upon information disclosed as the case progresses, then the Plaintiff will bring the appropriate motion to amend her claim at that time.

Document Exchange and Management

21. Most of the documents relevant to the proposed common issues are in the possession, power, or control of the Defendants.

22. Within 45 days of the certification order becoming final, the parties will meet and confer to establish a discovery plan in accordance with their obligations under the *Rules of Civil Procedure*. In advance of that meeting, the Defendants will review their records, make internal inquiries and determine the identity of the key custodians of information about this proceeding, such other information as will assist in them meeting their obligations under the Sedona Canada

rules for production of documents. At or before the meet and confer meeting, the Defendants will produce a list of the key custodians, including their job description and a brief explanation of why they have been identified as key custodians.

23. As part of the discovery plan, the Plaintiff will require the production of all documentation in native electronic format, where available. The Plaintiff intends to use Relativity electronic document review software for the management of all document productions, or such other similar software as agreed between the parties in the discovery plan.

24. If the parties are unable to agree upon the terms and scope of the discovery plan within 30 days of the date of the first meet-and-confer session, then the Plaintiff will seek directions from the case management judge with respect to the terms upon which the parties are unable to reach a consensus.

25. The parties will produce all relevant documents in their power, possession, and control, relevant to the common issues, in accordance with their obligations under the *Rules of Civil Procedure*, and as agreed in the discovery plan. Document production shall be completed by no later than 180 days after the discovery plan is finalized, or as otherwise agreed in the discovery plan.

26. Additional documents relevant to the proposed common issues may be in the possession of non-parties including:

a) Provincial health insurers;

b) details from hospitals or healthcare facilities that reported instances of CHS; and

c) entities, including Health Canada, the FDA, and the CDC, with whom and to whom information about CHS were provided by the Defendants, and who have undertaken independent investigations.

27. If necessary, and where permissible, the Plaintiff will obtain information from appropriate parties using freedom of information requests under federal or provincial privacy legislation. The Plaintiff may also bring motions under Rule 30.10 for production of documents from non-parties if relevant records cannot otherwise be obtained.

Examinations for Discovery

28. Class Counsel intend to examine for discovery at least one representative from each of the Defendants. The Plaintiff may bring a motion for leave to examine more than one representative of each of the Defendants to obtain reasonably informed evidence on all issues relevant to the common issues.

29. The Defendants may examine the representative plaintiff for discovery if they choose to do so, on such terms as the parties agree or the Court orders to protect the representative plaintiff's identity.

30. The Plaintiff will seek a court order that the transcripts from the cross-examinations on the motion for certification will form part of the examinations for discoveries of all parties, and that the opposing party may not repeat questions asked and answered on such cross-examinations.

31. All undertakings will be answered by the parties within the time prescribed by the *Rules of Civil Procedure*, or such other time as is agreed between the parties in the discovery plan or following the completion of the examinations for discovery.

32. If any party wishes to bring a motion on refusals, the earliest available date will be scheduled with the case management judge or a designated case management master for the motion to be heard. All refusals ordered to be answered shall be answered by no later than 30 days following the date of the order, or as otherwise ordered by the court. The parties will confer prior

to any such refusals motion in an attempt to resolve any disagreement regarding outstanding refusals.

Expert Evidence

33. The Plaintiff has retained an expert to opine on general causation and duty of care issues.

34. Other experts will be retained as deemed appropriate by Class Counsel as the case progresses, including on the duty and standard of care to which the Defendants should be held, the obligation to inform Health Canada about the risks of cannabis use, and typical costs of hospitalization for persons who are admitted with CHS.

35. The parties will exchange expert reports on a schedule to be agreed.

36. The Plaintiff proposes that all experts of all parties on each topic will be encouraged to meet and confer between themselves after the delivery of their respective reports to determine if they are able to resolve among themselves any areas of disagreement in advance of the common issues trial.

37. The Plaintiff proposes that all amendments to or supplementary reports arising as a result of such expert meet and confer sessions may be delivered at any time up to seven days prior to the commencement of the common issues trial.

Case Management

38. At any time, any party may seek directions from the case management judge, or to amend or revise any timetable with respect to the prosecution of the action.

39. As appropriate and necessary, this Litigation Plan will be revised and Class Counsel will seek the court's approval of any amendments to the Litigation Plan.

40. Following the completion of the examinations for discovery, the parties may, if necessary, bring a motion for clarification of or to refine the certified common issues, based upon the evidence elicited in the discovery process.

41. Following the completion of the examinations for discovery, the parties will attend a case conference with the case management judge to set a timetable for the action to proceed to trial, if required.

Mediation and ADR

42. The Plaintiff is willing to participate in mediation(s) or other non-binding alternative dispute resolution efforts at any time, and will make reasonable efforts to reach an informed settlement that is in the best interests of the class.

43. The Plaintiff is willing to participate in limited scope binding arbitration to resolve any procedural issues, including refusals motions or disputes over production of documents.

The common issues trial, aggregate damages, and individual issues

44. Before the common issues trial commences, and once the evidentiary record is complete, the parties may seek an order to amend, clarify and/or redefine the common issues, if warranted based upon any additional facts that have become known, including after the delivery of the experts' reports.

45. The Plaintiff will seek a trial date that is set to commence as soon as possible following the completion of the examinations for discoveries and delivery of answers to undertakings, any

refusals ordered to be answered, any follow-up examinations for discovery and the delivery of the parties' expert reports.

46. The Plaintiff will arrange for the trial to proceed to the maximum extent possible in electronic format, in co-ordination with the Defendants and the assigned trial judge. The Plaintiff may request that the trial proceed in hybrid format with some parties, experts, or witnesses attending by videoconference, some evidence in chief being delivered in affidavit form, in whole or part, as permitted by the trial judge.

47. In addition to the expert evidence, the Plaintiff expects to call evidence from:

a) the Plaintiff;

b) Class Members;

c) Potentially from other cannabis manufacturers; and

d) Potentially from former employees of the Defendants;

48. Assuming the common issues are resolved in favour of the Class, in whole or in part, the Court will be asked to settle the form and content of the Notice of Resolution of Common Issues, and to establish a notice protocol for publication and distribution of the Notice of Resolution to the Class Members. The notice protocol for the Notice of Resolution will be similar to that for the Notice of Certification, with any appropriate modifications based on the results and experiences gleaned from Notice of Certification notice protocol.

49. Issues of individual causation of injury and individual damages will be determined on individual assessment. If necessary, the judge at the common issues trial will give directions, pursuant to s. 25(3) of the *CPA* with respect to the resolution of the individual issues.

50. Subject to any appeals, within 45 days of the final determination of the common issues trial, assuming success in favour of the Class Members, the parties shall attend a case planning conference to set a schedule for, and to confirm the process to be followed to bring the Class Action to final resolution, including the determination of any individual issues and assessment of individual damages.

51. The individual causation and damages assessment might include the following steps:

a) setting a claims process and deadline before which eligible Class Members will be required to file claims for compensation;

b) establishing the burden and means of proof for claimants;

c) establishing the burden and means of proof for the Defendants to challenge claims;

d) fixing the rubric for the claims referee to evaluate claims;

e) developing claim submission materials;

f) appointing one or more referee to review and assess the filed claims;

g) granting the right to review or appeal the administrator's decision to the Court or the Court's designee;

h) setting the reporting duties of the referee at the conclusion of the claims process; and,

i) establishing the manner by which successful individual damages claims will be paid by the Defendant(s).

52. The Plaintiff may recommend an expedited claims process that is procedurally fair to all parties. This might include the appointment of one or more referees. Each Class Member may be required to prove through a sworn declaration attaching relevant documents:

a) that they were diagnosed or differentially diagnosed with CHS during the class period;

b) that they consumed the Defendants' Cannabis Products within a period of time as determined by the trial judge from which a reasonable conclusion can be drawn that the Defendants' Cannabis Products caused or contributed to the onset of CHS

symptoms, given that the active ingredients in the Cannabis Products bioaccumulate in the human body;

c) a description of the symptoms and injuries that they suffered as a result of developing CHS;

d) details of the treatment(s) that they received for each instance of CHS that they suffered;

e) details, if available of the associated PHI costs for the diagnosis and treatment of the CHS;

f) proof of any special damages, including out pocket expenses and/or income loss.

The Defendants will have the right to challenge any Class Member's claims in writing, or through a brief oral proceeding, the procedures for which will be established by the parties with the referee.

53. General damages might be assessed by applying a chart of appropriate damage levels based on the nature, severity and duration of the injuries sustained by each Class Member, which will be approved by the common issues trial judge, and special damages may be as determined by the referee based on the evidence adduced, applying a balance of probabilities evidentiary standard.

Fees and expenses

54. The Court will fix the costs of the common issues trial at its conclusion.

55. The Court will be asked to fix the amount of Class Counsel's fees, disbursements and applicable taxes at the end of the common issues trial, based upon the aggregate assessment of damages, if any aggregate damages are ordered, and for the individual issues adjudicative process, based on the individual damages awarded.

56. The referee will fix the costs of the references.

57. Class Counsel may decide to act as the lawyer for a particular Class Member in the determination of individual issues, if requested to do so by the Class Member. The Class Member

may agree to pay fees, disbursements and taxes for this additional service in addition to the costs to be paid by the Defendants. If a Class Member retains other lawyers or a representative, the Class Member must pay the fees, disbursements and taxes for their services on whatever basis they privately agree.

Review of Litigation Plan

58. This Amended Litigation Plan is a proposal for the future conduct of this action being made by Class Counsel. This Plan may be reconsidered and may be revised under the continuing case management authority of the Court if required both before and after the determination of any common issues.

59. This is the Plaintiff's proposed Amended Litigation plan that in no way impacts any positions the Defendants may take with respect to the discovery plan and the procedural steps that will be contemplated therein.

Court File No. CV-22-00690262-00CP

V.T.	-and-	AURORA CANNABIS INC. et al.
Plaintiff		Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

CERTIFICATION ORDER

SOTOS LLP
55 University Avenue, Suite 600
Toronto ON M5J 2H7

Margaret Waddell (LSO No.: 29860U)
mwaddell@sotos.ca
Karine Bedard (LSO No.: 79892G)
kbedard@sotos.ca

Tel: 416-977-0007

Lawyers for the Plaintiff