

LONG FORM NOTICE OF CERTIFICATION

Notice of Certification of a Class Action

Did you, or a close family member, have open chest cardiac surgery at a Canadian hospital or cardiac surgery facility between January 1, 2010 and July 23, 2018?

If so, a class action lawsuit may affect your rights, if the surgery involved a Sorin 3T Heater-Cooler System

The lawsuit alleges that there is a risk of *M. chimaera* infection arising from exposure to a Sorin 3T Heater-Cooler System used during open chest cardiac surgery during that time frame

The lawsuit does not affect anyone who had open chest cardiac surgery involving a Sorin 3T Heater-Cooler System after July 23, 2018.

Please carefully read this notice about a certified class action

Your rights and options are explained in this notice

Who is included in the Class?

This Notice is for anyone who meets one of the following descriptions:

1. **The Patient Class** – every person in Canada, who underwent open chest cardiac surgery during which the Sorin 3T Heater-Cooler System was used at one of the institutions listed below after January 1, 2010 and before the end date listed for that institution below:

INSTITUTION NAME	City and Province	END DATE
BC Children's Hospital	Vancouver, BC	November 29, 2017
Cardiac, Vascular & Stroke Research Institute	Hamilton, ON	June 29, 2018
CIUSSS Du Saguenay -Lac-Saint-Jean	Chicoutimi, PQ	November 2, 2017
Foothills Medical Centre	Calgary, AB	July 18, 2018
General Hospital Health Sciences Centre	St. John's, NL	September 3, 2017
Hamilton General Hospital	Hamilton, ON	September 29, 2017
Health Sciences North	Sudbury, ON	November 15, 2017

INSTITUTION NAME	City and Province	END DATE
CHU Hôpital Ste. Justine	Montreal, PQ	October 25, 2017
Chul et Centre mère-enfant Soleil (CMES)	Québec City, PQ	October 31, 2017
CHUM Hôtel Dieu De Montréal	Montréal, PQ	October 17, 2017
Institut de Cardiologie de Montréal	Montréal, PQ	August 31, 2017
Institut Universitaire de Cardiologie	Québec City, PQ	October 19, 2017
IWK Health Centre	Halifax, NS	October 16, 2017
Kelowna General Hospital	Kelowna, BC	December 12, 2017
Kingston General Hospital	Kingston, ON	March 1, 2018
London Health Sciences Centre - University Hospital	London, ON	May 11, 2018
McGill University Health Centre - Glen Site	Montreal, PQ	July 23, 2018
McGill University Health Centre - Montreal General Hospital	Montreal, PQ	November 16, 2017
McGill University Health Centre - Montreal Children's Hospital	Montreal, PQ	November 16, 2017
Ottawa Civic Hospital	Ottawa, ON	April 17, 2018
QEII Health Sciences Centre	Halifax, NS	January 15, 2018
Regina General Hospital	Regina, SK	August 31, 2017
Royal Columbian Hospital	New Westminster, BC	December 14, 2017
Royal Jubilee Hospital	Victoria, BC	December 1, 2017
Royal University Hospital	Saskatoon, SK	October 4, 2017
Saint John Regional	Saint John, NB	November 3, 2017
Sir Mortimer B Davis Jewish General Hospital	Montreal, PQ	October 20, 2017
Southlake Regional Hospital	Newmarket, ON	May 10, 2018
St. Boniface General	Winnipeg, MN	May 11, 2018
St. Paul's Hospital	Vancouver, BC	January 16, 2018
Sunnybrook Hospital	Toronto, ON	March 14, 2018
The Hospital for Sick Children	Toronto, ON	December 14, 2017
Toronto General Hospital	Toronto, ON	May 14, 2018

INSTITUTION NAME	City and Province	END DATE
Trillium Health Partners – Mississauga Hospital	Mississauga, ON	May 17, 2018
University of Alberta Hospital	Edmonton, AB	October 5, 2017

- 2. The FLA Class** – all dependents of the Patient Class as defined by s. 61 of the *Family Law Act*, R.S.O. 1990, s. F.3 and similar legislation in the other Provinces. This may include spouses, children, grandchildren, parents, grandparents, brothers and sisters of the Patient class members.

What is this Class Action About?

The claim alleges that Sorin 3T Heater-Cooler Systems (“HCUs”) manufactured by Sorin Group Deutschland GMBH (“Sorin”) were contaminated with a bacteria called *M. chimaera*. It is also alleged that if this bacteria enters the body, it can potentially cause infections, severe infections have been reported, and even death has been reported in the most extreme circumstances.

Heater Cooler Systems are used during open chest cardiac surgery to maintain the patient’s body temperature. Heater Cooler Systems are widely used in Canadian hospitals. The HCUs at issue in this action were used for some, but not necessarily all, surgeries in the specific time periods and in the specific Canadian hospitals listed in the chart at pages 1-2 of this Notice.

You may have had open chest cardiac surgery at one of the listed hospitals during the listed time periods, but if a Sorin HCU was not used during your surgery, you are not a class member.

This Class Action alleges that Sorin and its Canadian distributor, LivaNova Canada Corp. (together the “Defendants”) were negligent in the design, manufacture, pre-market and after-market testing, and/or distribution of the HCUs. The claim alleges that the use of these HCUs during open chest cardiac surgery exposed or potentially exposed patients to a *M. chimaera* bacterial infection. The claim also alleges that the Defendants failed to warn the Class members about the risk of *M. chimaera* infection from exposure to the HCUs, and that they failed in their alleged duty to recall the contaminated HCUs.

The Class Action seeks compensation for everyone who was infected with *M. chimaera* following open chest cardiac surgery where a Sorin HCU was used, and their immediate family members, as well as compensation for those patients who received notice that they might have been exposed to an *M. chimaera* infection.

The Defendants deny the Plaintiff’s allegations of negligence in design, manufacturing, pre-market and after-market testing and distribution, and the allegations of failure to warn or recall the HCUs. The Defendants also deny that the use of the HCUs exposed or potentially exposed patients to a *M. chimaera* bacterial infection and deny the claim for compensation.

Certification of the action simply means that the action may continue as a class proceeding. It does not decide if the Plaintiff’s allegations or the Defendants’ defences will succeed.

If you have any questions about your medical condition, you should contact your doctor.

Your hospital records from the surgery may indicate if a Sorin HCU was used during your open chest cardiac surgery.

If you have any questions about the class action, you should contact Class Counsel at the addresses below.

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SUMMARY OF LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION

DO NOTHING - Stay in the Class Action	If you do nothing, you will automatically be included in the Class Action, as a member of the Class. You do not need to do anything to stay in the Class Action. As a Class Member, you will be bound by any judgment on the common issues or any Court-approved settlement. By doing nothing, you are choosing to stay in the Class Action. You will keep any rights you may have to share in possible money or other benefits from any trial judgment or any possible settlement. However, you will also be bound by any negative results. You are giving up the right to sue Sorin Group Deutschland GMBH and LivaNova Canada Corp. on your own about any injuries that you claim to have experienced arising from Sorin 3T Heater-Cooler Systems contaminated with <i>M. chimaera</i> bacteria.
OPT OUT - Exclude yourself from the Class Action	If you choose to exclude yourself (opt out) of the class action, then you will not be bound by any court orders in the Class Action. This means that you will get no money or benefits if the Class Action succeeds at trial, or if a settlement is negotiated. This also means that you will not be bound by any negative results. If you exclude yourself, you keep the right to sue Sorin Group Deutschland GMBH and/or LivaNova Canada Corp. on your own regarding the issues raised in the Class Action. If you intend to opt out and sue Sorin Group Deutschland GMBH and/or LivaNova Canada Corp. on your own, you should be aware that there may be limitation periods that apply to your claim and there will be a time within which an action may be started. You should consult a lawyer to obtain advice about your right to bring an individual action before you opt out.

SUMMARY OF LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION

NO DIRECT COST to stay in the Class Action	There is no direct cost to you to participate as a Class Member. Class Members have no obligation to pay any adverse court costs in the Class Action. The lawyers for the Class Members ("Class Counsel") are working on a contingency fee basis, which means that they will only be paid if the Class Action is successful, and then they will be paid from the recovery to the Class, or by the Defendants, or a combination of both. If a separate hearing is required to establish your individual entitlement to a payment, or the amount of such a payment, and you chose 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. The Representative Plaintiff has also received financial support for this Class Action from the Ontario Class Proceeding Fund. The Fund will indemnify the Plaintiff for any adverse court cost awards, and it is paying for many of the disbursements that are being incurred to prosecute the case, such as experts' fees and examiner expenses. In exchange for its support, the Fund will be paid a levy of 10% of the net proceeds of any judgment or settlement, and it will be reimbursed the disbursements that it has paid.
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BASIC INFORMATION

1. Why did I get this notice?

The Ontario Superior Court of Justice authorized the publication of this notice to let you know that the Court has allowed the Class Action to proceed, and to tell you that the Class Action may affect your rights. The Class Action is known as: *Nardi v Sorin Group Deutschland GMBH & LivaNova Corp.*, Court File No. CV-17-00579153-00CP. Sorin Group Deutschland GMBH and LivaNova Corp. are the Defendants.

The Ontario Superior Court has allowed this action to be prosecuted as a class action. This is called "certification." This decision does not address 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 that the Defendants acted in a manner that caused harm to the members of the Class and the Defendants' answers to those claims.

More information about the Class Action, including the Certification Order can be viewed at <https://waddellphillips.ca/class-actions/LivaNova-class-action/> or <https://livanovaclassactioncanada.com/>.

Assuming that there is a common issues trial, and that the issues are decided in favour of the Class, but the Court is not able to assess all of the Class Members' losses, there may then be a process to determine whether a 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 there is a common issues trial and the issues are decided in favour of the Defendants, the action will end, and no money will be paid to Class Members.

The parties to the class action do not know the specific persons who had open chest cardiac surgery with a Sorin HCU. You may have had open chest cardiac surgery at one of the listed hospitals during the listed time periods, but if a Sorin HCU was not used during your surgery, you are not a class member. If you meet the Class definition you will be bound by the Court's decisions as the case proceeds to the end of the common issues trial. You will also be bound by any settlement that is approved by the Court.

2. What is a class action?

In a class action, one or more people called "representative plaintiff(s)" (in this case, Bruno Nardi) sue on behalf of people who have similar claims (in this case, the patients who had open chest cardiac surgery during the relevant time period for each institution in which a Sorin HCU was used, and the dependents of these patients). Together, all of these people are called a "class" or "class members". One court will resolve the issues that are the same for everyone affected (known as the "common issues") at a common issues trial. The Court's decision will bind everyone in the Class, except for those who excluded themselves from the class action, by opting out.

THE CLAIMS IN THE CLASS ACTION

3. What is the Class Action About?

This Class Action alleges that the Defendants breached the duty of care that they owed to the Plaintiff and Class Members. Particularly, it alleges that the Defendants were negligent in how the HCUs were designed, manufactured, distributed, and in their pre-market and after-market testing, and distribution of the HCUs.

The claim alleges that use of the HCUs during open chest cardiac surgery exposed patients to a bacterial infection caused by *M. chimaera*, which is a type of bacteria known as non-tuberculous mycobacterium. Further, the claim alleges that the Defendants failed to give adequate and timely warnings to the Class about the risk of the bacterial infection, and that they failed to recall the contaminated HCUs once they knew that the HCUs might be contaminated with *M. chimaera*.

A copy of the 4th Amended Statement of Claim can be viewed on Class Counsel's websites at <https://waddellphillips.ca/wp-content/uploads/2020/12/FourthASOC.pdf> and at <https://livanovaclassactioncanada.com/>.

4. How do the Defendants answer these allegations?

The Defendants deny that they were negligent and deny that the Class Members were infected with *M. chimaera* from the HCUs. Specifically, the Defendants say that the HCU devices were designed, manufactured, and distributed in accordance with Health Canada's regulation and industry standards, and they deny that the contamination of the HCUs occurred at their manufacturing facilities. The Defendants say that the use of the HCUs during open chest cardiac surgery did not expose patients to a *M. chimaera* bacterial infection.

A copy of the Statement of Defence can be viewed on Class Counsel's website at: <https://waddellphillips.ca/wp-content/uploads/2019/06/19.04.25-Statement-of-Defence.pdf>

5. Has the Court decided who is right?

No decision about whether the Plaintiff or the Defendants are right has been made, yet. This will be decided at the common issues trial. The common issues trial will not take place for some time. Updates about the status of the action will be posted on Class Counsel's websites at:

<https://waddellphillips.ca/class-actions/LivaNova-class-action/> and
<https://livanovaclassactioncanada.com/>

6. What is the Plaintiff asking for?

The Plaintiff claims general damages for the injuries the Class members may have experienced, compensation for any out of pocket losses, punitive damages, aggravated damages, exemplary damages, and the recovery of health care costs incurred by provincial health insurers.

The details of the specific claims are set out in the 4th Amended Statement of Claim. The 4th amended Statement of Claim can be viewed on Class Counsel's websites at:

<https://waddellphillips.ca/wp-content/uploads/2020/12/FourthASOC.pdf> and
<https://livanovaclassactioncanada.com>.

The Defendants' deny the claims for compensation. The details of the Defendants' defences can be viewed on Class Counsel's website at <https://waddellphillips.ca/wp-content/uploads/2019/06/19.04.25-Statement-of-Defence.pdf>.

7. What are the common issues?

The Certification Order sets out all the common issues that have been certified by the Court, and that will be decided at the common issues trial. They are:

Common Facts

Was *M. Chimaera* bacteria present at the manufacturing and testing facilities (the factory) where the Sorin 3T HCUs (the HCUs) were manufactured? If so, for what period of time?

If there was *M. Chimaera* bacteria present at the factory, what strain or strains of *M. Chimaera* were present?

If there was *M. Chimaera* bacteria present at the factory, when did the Defendants, or either of them, first learn of this fact?

Were any HCUs delivered by the Defendants to Canadian hospitals or cardiac surgery facilities contaminated with *M. Chimaera* bacteria when they left the factory (in the sense of containing a

strain of *M. Chimaera* bacteria found to have been present at the factory when the HCUs left the factory)?

1.

If so, for what period of time did this occur?

If so, did any such contamination materially increase the risk of *M. Chimaera* bacterial infection in the Patient Class?

If so, did this render the HCUs dangerous to the Patient Class? If so, how?

What impact, if any, would following the HCU's Instructions for Use with respect to disinfection and water preservation have had on any such risk?

Negligence

Did the Defendants, or either of them, owe a duty of care to the Class with respect to the:

Design;

Manufacturing;

Pre-market and after-market testing; or

Distribution and sale;

of the HCUs?

If the answer to any of 6(a) to (d) is yes, what was the applicable standard of care at the relevant time/s owed by the Defendants, or either of them, to the Class in the circumstances?

If the answer to any of 6(a) to (d) is yes, did the Defendants, or either of them, breach the applicable standard of care during any time period in a manner material to any potential increased risk of infection from any *M. Chimaera* found to be present in any HCU when it left the factory? If so, what was the nature of the breach?

2.

If the HCUs were contaminated with *M. Chimaera* when they left the factory, did Sorin's actions cause or contribute to this contamination?

If the HCUs were not contaminated with *M. Chimaera* when they left the factory, did Sorin's actions cause or contribute to any subsequent contamination of these HCUs as a result of any other HCU(s) leaving the factory with *M. Chimaera* contamination?

Duty to Warn

If the HCUs were contaminated or potentially contaminated with *M. Chimaera* when they were delivered by the Defendants to Canadian hospitals or cardiac surgery facilities, did the Defendants, or either of them, owe a duty to the Class to warn of the contamination or potential contamination?

If the HCUs were contaminated or potentially contaminated with *M. Chimaera* when they were delivered by the Defendants to Canadian hospitals or cardiac surgery facilities, when did the Defendants, or either of them, first learn of this fact?

3.

If the answer to question 11 is yes, did the Defendants, or either of them, breach any such duty to warn during any time period?

Recall

Did the Defendants, or either of them, owe a duty to the Class to recall the HCUs?

If so, and if the HCUs were contaminated or potentially contaminated with *M. Chimaera*, would a reasonable manufacturer or distributor in the position of the Defendants, have recalled the HCUs?

If the answer to question 15 is yes, when would a reasonable manufacturer have recalled the HCUs?

Aggregate Damages

Can the damages of all or part of the Class be determined, in whole or in part, on an aggregate basis?

If the answer to question 17 is yes, who should pay what amount and to whom?

Punitive Damages

Was the Defendants' conduct, or the conduct of either one of them, of the type that could warrant an award of punitive damages?

The certification order can be viewed on Class Counsel's website at:
<https://waddellphillips.ca/class-actions/LivaNova-class-action/> and
<https://livanovaclassactioncanada.com/>.

8. Is there any money available now?

No. There is no money available now because the Court has not yet decided whether the Defendants did anything wrong. There is no guarantee that the Class Action will be successful; however, if money becomes payable, 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?

If you underwent an open chest cardiac surgery in Canada during which the Sorin 3T Heater-Cooler System was used during the period between January 1, 2010 and the date the last HCU at each health care facility (hospital or cardiac surgery facility) was equipped with a vacuum canister modification or was removed from use by the health care facility where the surgery took place, then you are a member of the Patient Class. Refer to the chart at pages 1-2 of this Notice for the end date for each institution. July 23, 2018 is the date that the last HCU was either retrofitted or taken out of service.

The parties to the class action do not know the specific persons who had open chest cardiac surgery with a Sorin HCU. You may have had open chest cardiac surgery at one of the listed hospitals during the listed time periods, but if a Sorin HCU was used during your surgery, you are a class member.

You are a member of the **FLA Class** if you are a dependent as defined by s. 61 of the *Family Law Act*, R.S.O. 1990, s. F.3 and other similar legislation in the other Provinces. This includes spouses, children, grandchildren, parents, grandparents, brothers and sisters of the Patient class members.

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

Your hospital records from the surgery may indicate if a Sorin HCU was used during your open chest cardiac surgery. If you are still not sure whether you are included in the Class, you may call Waddell Phillips PC at 1-800-430-3107 or email reception@waddellphillips.ca with questions. A confidential inquiry may also be made by completing the form at <https://waddellphillips.ca/class-actions/LivaNova-class-action/>.

RIGHTS AND OPTIONS FOR CLASS MEMBERS

11. What happens if I do nothing?

If you do nothing, then you will automatically be included in the Class Action as a Class Member. You will 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.

You will not be able to start or continue any lawsuit against Sorin Group Deutschland GMBH and/or LivaNova Canada Corp. about the same legal claims that are included in this Class Action. If the Class gets money or benefits the Defendants in a judgment or a settlement, you will be notified about how to ask for a share or what your options are at that time.

12. What happens if I exclude myself?

You can exclude yourself by a process known as “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 Sorin Group Deutschland GMBH and LivaNova Canada Corp. on your own. You will not be bound by anything that happens in the Class Action. To exclude yourself (opt out) of the Action, follow the instructions at #14, below.

13. If I don’t exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue the Defendants for the legal claims in this Class Action. You must opt out of this Class Action if you want to start your own action about the bacterial contamination of the HCU.

You should be aware that there may be limitation periods that apply to your claim, and there will be a time within which an action may be started. You should consult a lawyer to obtain advice about your right to bring an individual action before you opt out.

The deadline to opt out/exclude yourself is **Monday, September 27, 2021 at 11:59 pm EST.**

14. How do I exclude myself from the Class Action?

To exclude yourself, you must deliver a written Opt-Out request to the Notice Administrator. If sent by mail, the Opt-Out request must be postmarked on or before **Monday, September 27, 2021 at 11:59 pm EST.** If you email, fax, or courier the Opt-Out request, it must be time-stamped as having been sent on or before **Monday, September 27, 2021 at 11:59 pm EST.** Opt out requests received after this date will not be accepted or valid.

If you are a Patient Class Member, your Opt-Out written request must clearly state that you are opting out of the *Nardi v Sorin Group Deutschland GMBH & LivaNova Canada Corp.* Court File No. CV-17-00579153-00CP class action, and you must also include your full name, mailing address, telephone number, and Provincial Health Insurance number.

If you are a FLA Class Member whose Patient Class Member relative is deceased, your Opt-Out written request must clearly state that you are opting out of the *Nardi v Sorin Group Deutschland GMBH & LivaNova Canada Corp.* Court File No. CV-17-00579153-00CP Class Action, and you must also include the deceased Patient Class Member’s full name, mailing address, telephone number, Provincial Health Insurance number, along with the Patient Class Member’s date of death and a statement of whether you believe that the death was related to an *M. Chimaera* infection.

Opt-Out Requests should be sent to:

Trilogy Class Actions Services
117 Queen Street, P.O. Box 1000
Niagara-on-the-Lake, ON, L0S1J0
Toll Free: (877) 400-1211
Fax: (416) 342-1761
inquiry@trilogyclassactions.ca

Deadline for Opting Out:

Opt-Out Requests will not be accepted after **Monday, September 27, 2021 at 11:59 pm EST**. If you have not excluded yourself from the Class Action by that time and date, you will be included in the Class Action as a Class Member, and you cannot exclude yourself thereafter.

THE LAWYERS IN THIS CASE

15. Do I have a lawyer?

Class Counsel are two law firms: Flaherty McCarthy LLP of Toronto, Ontario and Waddell Phillips Professional Corporation of Toronto, Ontario. Class Counsel are the Plaintiff's lawyers and are prosecuting the Class Action for the benefit of the Class as a whole. Class Counsel are experienced in handling similar cases.

16. How will the lawyers be paid?

Class Counsel have been retained by the Plaintiff on a contingency fee basis. If the Class Action results in compensation for the Class, Class Counsel will ask the Court to approve payments of their legal fees and the expenses they have incurred from the amount to be paid to the Class or paid by the Defendant as court costs. The fee request will not exceed 25% of the money recovered for the Class. If the Court grants their request, the fees and expenses will either be deducted from any money obtained for the Class 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 and unless the Court approves the amount to 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 chose 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.

The Representative Plaintiff has also received financial support for this Class Action from the Ontario Class Proceeding Fund. The Fund will indemnify the Plaintiff for any adverse court cost awards, and it is paying for many of the disbursements that are being incurred to prosecute the case, such as experts' fees and examiner expenses. In exchange for its support, the Fund will be paid a levy of 10% of the net proceeds of any judgment or settlement, and it will be reimbursed the disbursements that it has paid.

THE TRIAL

17. How and when will the Court decide who is right?

Unless the Class Action is resolved by a settlement, the Plaintiff will have to prove his claims at a common issues trial. During the trial, a judge will hear all of the evidence against the Defendants, as well as all of the Defendants' evidence about why they should not be held responsible for the claims made against them. The judge will then decide the common issues, set out above at #7.

The common issues trial is still a long way off. Before then, the parties will go through the usual steps in the litigation process, including an exchange of relevant documents, and examinations for discovery.

(depositions). Expert witnesses will be retained, and there will be exchanges of their reports. Given the backlog in the civil courts, if there is no settlement, it will be several years before the common issues trial is heard by the Court.

18. Do I have to come to the trial?

No. You do not need to attend the common issues trial. Class Counsel will present the case for the Plaintiff, and the Defendants' lawyers will present their defences. You are welcome to watch any part of the trial, or any court hearings before the trial, but you don't have to. If you wish to participate as a witness at the common issues trial, you should contact Class Counsel, and they will discuss that option with you.

19. Will I get money after the trial?

If the Plaintiff succeeds at the common issues trial and the court awards damages at that trial, or if a settlement is approved by the Court, you will be notified about how to ask for a share of the proceeds.

Based on the common issues that were certified by the Court, it is likely that each Patient Class Member will have to prove their entitlement to receive a payment individually after the common issues are decided, if the Court is unable to make a determination of the Class damage on an aggregate basis.

If losses have to be proven individually after the common issues trial, you will get a notice that explains what you need to do to prove your entitlement to compensation.

GETTING MORE INFORMATION

20. How do I get more information about the Class Action?

This notice summarizes the Class Action. More details and documents can be viewed at <https://waddellphillips.ca/class-actions/LivaNova-class-action/> or <https://livanovaclassactioncanada.com/>.

You may send questions to Class Counsel at:

Waddell Phillips Professional Corporation 36 Toronto Street, Suite 1120 Toronto ON M5C 2C5 reception@waddellphillips.ca 1-800-430-3107 (toll-free)	Flaherty McCarthy LLP 95 Wellington Street West 10 th Floor, Suite 1000 Toronto ON M5J 2N7 info@livanovaclassaction.com 416-368-0231
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You may also fill in the confidential inquiry form on Class Counsel's website at:

<https://waddellphillips.ca/class-actions/LivaNova-class-action/>

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.