

SCHEDULE B

No. S111075
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

Dianna Louise Stanway

PLAINTIFF

AND

Wyeth Canada Inc., Wyeth Pharmaceuticals, Inc., Wyeth
Holdings Canada Inc., Wyeth Canada, Wyeth-Ayerst International Inc. and Wyeth

DEFENDANTS

Brought under the Class Proceedings Act, R.S.B.C. 1996, c. 50

DISTRIBUTION PROTOCOL

A. Definitions

1. The following definitions apply in this Distribution Protocol:

a. “Account” means an interest bearing trust account under the control of the Claims Administrator at a Schedule 1 chartered Canadian bank. All interest accrued will be added to the fund used to compensate Approved Claimants.

b. “Action” means the proceeding commenced by Dianna Louise Stanway as Representative Plaintiff in the Supreme Court of British Columbia against the Defendants as Court Docket No. S111075 and certified as a class proceeding by this Court.

c. “Appeals Reserve Fund” means the pool of funds set aside by the Claims Administrator to pay eligible claims under appeal when the Compensation Fund is

distributed. The Claims Administrator shall, in its discretion, determine the size of the Appeal Reserve Fund having reference to the number of outstanding appeals at the time of a distribution, and the likely values of those outstanding appeals if successful.

d. “Certification Order” means the certification order of Justice Gropper dated August 4, 2011 as entered with Court on November 22, 2011.

e. “Claim” means the claim made by a Claimant with the Claims Administrator in accordance with the procedure in the Distribution Protocol.

f. “Claimant” means a Class Member, or their estate or legal representative, who files a Claim pursuant to the terms hereof.

g. “Claims Administrator” means the persons or entities agreed to by the parties or appointed by the Court to administer the claims process in accordance with the Distribution Protocol.

h. “Claims Deadline” means one year from the first publication of the Notice of Settlement Approval of this settlement.

i. “Claim Form” means a form materially similar to the one attached at Schedule “A”.

j. “Class” means all women who were prescribed Premplus, or Premarin in combination with progestin, in Canada during the Class Period and ingested Premplus or Premarin in combination with progestin and were thereafter diagnosed with breast cancer as defined in the Certification Order.

k. “Class Counsel” means Klein Lawyers.

l. “Class Member” means all persons, or their estate or legal representative, who are members of the Class, and who, in the cases of individuals not residing in British Columbia, delivered an opt-in form to Class Counsel on or before Friday, October 10,

2014. For greater certainty, any individuals not residing in British Columbia who did not deliver an opt-in form to Class Counsel on or before Friday, October 10, 2014, shall be deemed never to have been a class member for the purposes of this proceeding or the Class Proceedings Act, R.S.B.C. 1996, c. 50. A list of persons who delivered an opt-in form to Class Counsel on or before October 10, 2014, has been exchanged between counsel by letter dated February 12, 2015.

m. “Class Period” means the period that runs from January 1, 1977 to December 1, 2003, inclusive as defined in the Certification Order.

n. “Compensation Fund” means the Settlement Amount, less deductions for Administration Costs, Class Counsel Fees, and Litigation Financing Charges.

o. “Drugs” means estrogens marketed by the Defendants or their successors or predecessors under the brand name Premarin in Canada and the combination of an estrogen and a progestin marketed by the Defendants or their successors or predecessors under the brand name Premplus in Canada.

p. “Distribution Protocol” means this plan setting out how compensation to Class Members shall be paid.

q. “Generics” means interchangeable versions of conjugated estrogens that may have been substituted for a prescription of one of the Drugs as a result of provincial interchangeability requirements.

r. “Health Care Provider Declaration” means a signed statement from a treating medical professional of the Claimant materially similar to the one attached at Schedule “B”.

s. “Membership Eligibility” means criteria for determining the Claimant’s eligibility for compensation as set out in Part E.

- t. “Points Allocation” means the number of points awarded to a Claimant pursuant to the Points Allocation System provided for in this Distribution Protocol.
- u. “Points Allocation System” means the method of determining the number of points assigned to a Claimant to determine the compensation to be awarded for that Claim as described in this Distribution Protocol.
- v. “Pro Rata” means a proportional division of the Compensation Fund based on the Claimant’s entitlement as provided for through the Points Allocation System.
- w. “Public Health Insurers” means all of the Canadian Provincial and Territorial Ministries of Health or equivalents, and/or Provincial and Territorial Governments, and/or publicly funded plans for health care in Canada.
- x. “Public Health Insurer Fund” means a fund to receive monies allocated by the Claims Administrator to cover Treatment Costs owed to the Public Health Insurers.
- y. “Settlement Agreement” means the settlement agreement, as executed by the Parties or their representatives.
- z. “Treatment Cost” means the sum of \$5000 in relation to insured health care services provided by one or more Public Health Insurers to an Approved Claimant for treatment of her breast cancer.
- aa. “Threshold Eligibility” means criteria for determining the Claimant’s eligibility as for compensation as set out in Part F.

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

B. Deadline for Claims

2. Claimants may make a Claim by delivering a completed Claim Form with all supporting documentation to the Claims Administrator prior to the Claims Deadline. If a Class Member does not deliver a Claim Form prior to the Claims Deadline, the Claimant shall not be entitled to any compensation.

3. Mailed or couriered Claim Forms received after the Claims Deadline but post marked or deposited with the courier on or before the Claims Deadline will be deemed received on the post marked date or the date deposited with the courier. E-mailed or faxed Claim Forms will be deemed received on the date received by the Claims Administrator.

4. A Claimant shall not submit more than one Claim Form. In particular, a Claimant shall submit one Claim Form that comprises all claims he or she may have. If more than one Claim Form is submitted, the Claims Administrator will treat them as one Claim Form.

5. If, for any reason, a living Class Member is unable to complete the Claim Form then it may be completed by the Class Member's personal representative.

6. It is the responsibility of the Claimant to provide sufficient medical evidence to support her Claim. The Claimant may wish to hire a lawyer or other professional of her own choosing to assist with this process. Any fees or charges incurred by the Claimant with respect to filing her own Claim are the responsibility of the Claimant.

C. Supporting Medical Evidence

7. To establish prescription and ingestion of the Drugs, the Claimant must provide either prescription records, medical records, hospital records, clinical records, College of Pharmacy records, receipts, insurance records, physical evidence, including left-over pill bottle, or other evidence or documentation obtainable by the Claimant which shows that the Drugs were

purchased by or for the Claimant in Canada, or that the Drugs were prescribed to the Claimant in Canada.

8.1 A statement by the Claimant is insufficient to establish ingestion or prescription of the Drugs in Canada during the Class Period by the Claimant without some further corroborative evidence of a contemporaneous nature.

8.2 A statement by the Claimant's health care provider made on or after October 10, 2014 is insufficient to establish ingestion or prescription of Drugs in Canada during the Class Period by the Claimant without some further corroborative evidence of a contemporaneous nature.

9. Evidence of prescription, purchase, or use of the Drugs will also be taken as evidence of ingestion of the Drugs.

10. Where a supporting medical document references only "HT" or "HRT" or "hormone therapy" or other non-specific terms, and there is no indication in that document or any of the other supporting medical evidence to determine whether this reference was to the Drugs or to Generics, this is insufficient evidence of ingestion or prescription of the Drugs, unless the Claimant provides:

- a) supporting medical evidence that shows at least one other reference to prescription or ingestion of the Drugs at another time, or
- b) a Health Care Provider Declaration which confirms that the reference to "HT" or "HRT" or "hormone therapy" or other non-specific terms is to the Drugs.

11. To establish a diagnosis of breast cancer, as well as the date of its diagnosis, the nature of the breast cancer, whether it is hormone positive or negative, and its medical treatment, the Claimant must provide supporting medical documentation, which may include medical records, clinical records, hospital records, pathology records, laboratory records, Cancer Society records, and similar records. In lieu of such records, the Claimant may also provide a Health Care Provider Declaration confirming the diagnosis, treatment and nature of the breast cancer.

D. Processing Claims

12. The claims process is intended to be expeditious, cost effective and “user friendly” and to minimize the burden on each Claimant. The Claims Administrator shall, absent reasonable grounds to the contrary, assume the Claimant to be acting honestly and in good faith.

13. Where a Claim Form contains minor omissions or errors, the Claims Administrator shall correct such omissions or errors if the information to correct the error or omission is readily available to the Claims Administrator.

14. The Claims Administrator may make inquiries of a Claimant or request that the Claimant provide additional documentation in the event of any concerns, ambiguities or inconsistencies in the Claim. If a Claimant has a lawyer, all inquiries or requests will be sent to the lawyer. If the Claims Administrator does not receive the additional information requested or follow-up answers to incomplete forms from a Claimant within 90 days after advising the Claimant of the Claim deficiency, the Claim shall be assessed on the basis of the material provided by the Claimant.

15. The Claims Administrator shall make best efforts to adjudicate a Claim and render a decision as to the Claimant’s eligibility and Point Allocation within 60 days of receipt of a Claim.

16. The Claims Administrator shall provide its decision in writing by way of a letter or email to the Claimant. If a Claimant has a lawyer, the decision will be sent to the lawyer.

E. Membership Eligibility

17. The Claims Administrator shall review each Claim Form and verify that the individual is a Class Member, and if a person is acting on their behalf, that person has the legal authority to do so (“Membership Eligibility”).

18. To be eligible for compensation, the Claimant must satisfy the Claims Administrator as to Membership Eligibility.

19. The issue of residency arises in two respects when deciding Membership Eligibility. First, with regards to the definition of the Class, and second with regards to the procedure for becoming a Class Member.

20. A Claimant must have been prescribed the Drugs in Canada during the Class Period to potentially qualify as a Class Member.

21. An individual filing a Claim must establish either that she is a resident of British Columbia, or, if resident elsewhere, that she delivered an opt-in form to Class Counsel on or before October 10, 2014, to potentially qualify as a Class Member. For the purposes of this settlement, an individual filing a Claim may provide documentation showing residency in British Columbia on any one of the following dates: a) August 4, 2011, the date of the Certification Order, b) August 25, 2014, the deadline for opting in or out of the Action, c) a date when the Claimant was prescribed the Drugs in British Columbia, d) a date when the Claimant was treated for breast cancer in British Columbia.

22. British Columbia Class Members who delivered an opt-in form on or before October 10, 2014, notwithstanding the fact that British Columbia residents are not required to opt-in, are not required to provide further proof of residency in British Columbia.

F. Threshold Eligibility

23. To be eligible for compensation, the Claimant must also provide medical records satisfactory to the Claims Administrator which establish each of the following (“Threshold Eligibility”):

- (a) At least two years use of the Drugs pursuant to a prescription, with such use commencing during the Class Period;

(b) A diagnosis of hormone positive breast cancer after the first use of the Drugs and within three years of last ingestion of the Drugs;

(c) The Claimant must have stopped taking the Drugs on or before January 1, 2005, at the latest;

(d) If the Claimant is an estate representative, then the deceased person to whom the Claim relates must have been alive as of July 7, 2002, or later; and

(e) The Claimant's breast cancer diagnosis cannot be later than January 1, 2008 .

24. Individuals who have filed a Claim but who do not satisfy the Membership Eligibility and Threshold Eligibility requirements are not entitled to compensation.

G. Points Allocation System

(i) Duration of Exposure and Timing of Injury

25. If a Claimant meets the conditions establishing her Membership Eligibility and her Threshold Eligibility, then the Claims Administrator shall allocate points to the Claimant pursuant to the Points Allocation System described in the following paragraphs.

26. Claimants shall receive points in accordance with Chart A below with respect duration of exposure to the Drugs and timing of subsequent diagnosis of hormone positive breast cancer.

Chart A

Category	Duration of Exposure to the Drugs	Timing of Subsequent Diagnosis of Hormone Positive Breast Cancer	Points
A	5 years or more	Within 1 year of last use of the	100

		Drugs	
B	5 years or more	More than 1 year, but less than 3 years from last use of the Drugs	50
C	More than 2 years, but less than 5 years	Within 1 year of last use of the Drugs	50
D	More than 2 years, but less than 5 years	More than 1 year, but less than 3 years from last use of the Drugs	20

(ii) Severity of Injury

27. Claimants scoring 50 or more points on Chart A above may be entitled to the following additional points with respect to the treatment and severity of their breast cancer:

- (a) Single Mastectomy: 25 points
- (b) Double Mastectomy: 50 points
- (c) Radiation: 10 points
- (d) Chemotherapy: 10 points
- (e) Positive lymph nodes (1-3 positive nodes): 25 points
- (f) Positive lymph nodes (> 3 positive nodes): 50 points
- (g) Confirmed Metastasis of breast cancer: 100 points

28. The maximum score that a Claimant may receive under this Points Allocation System is 200 points.

(iii) Use of Drugs After Black Box Warning

29. Claimants who continued taking the Drugs on or after January 1, 2004, shall have their points score reduced by 25%.

30. Claimants who continued taking the Drugs on or after July 1, 2004, shall have their points score reduced by 50%.

H. Factors Not Affecting Eligibility and Points Allocations

31. A Claimant may still be eligible for compensation despite taking Generics provided that the Claimant can establish that they were prescribed either of the Drugs. The consumption of Generics shall not factor into the calculations when determining Membership Eligibility, Threshold Eligibility and Points Allocation.

32. A Claimant may still be eligible for compensation despite taking hormone replacement therapy drugs outside of Canada. The consumption of such medications, if supplied outside of Canada, shall not factor into the calculations when determining Membership Eligibility, Threshold Eligibility and Points Allocation.

I. Approved Claimants

33. A Claimant who is successful in obtaining points under the Points Allocation System is an Approved Claimant.

J. The Account

34. The Claims Administrator shall maintain the Account in which shall be deposited the Compensation Fund.

K. Public Health Insurers

35. For each Approved Claimant, the Claims Administrator shall deduct the Treatment Cost from the Compensation Fund and pay this into the Public Health Insurer Fund.

36. The Claims Administrator shall pay monies from the Public Health Insurer Fund to the Public Health Insurers in accordance with which Public Health Insurer(s) paid for insured medical services for treatment of breast cancer in relation to each of the Approved Claimants.

L. Appeals

37. A Claimant may appeal the decision of the Claims Administrator within 30 days of issuance of the decision. The Claimant must notify the Claims Administrator and Class Counsel in writing of their intent to appeal the decision. The appeal will be determined by the Supreme Court of British Columbia on the basis of written submissions without oral hearing.

38. Class Counsel will provide the Defendants with copies of the written notice of appeal and any written submissions which are filed in support of the appeal.

39. The judgment of the Supreme Court of British Columbia respecting any appeal from the Claims Administrator's decision is final and binding and shall not be subject to any further appeal.

M. Distribution of Funds to Class Members

40. After the Claims Administrator has determined the Points Allocation of the Claims of all Claimants who filed Claims Forms on or before the Claims Deadline, and has deducted money from the Compensation Fund owed to the Public Health Insurers, the Claims Administrator shall distribute the remaining money in the Compensation Fund less the Appeals Reserve Fund on a Pro Rata basis to the Approved Claimants based upon the points allocated under the Point Allocation System. The dollar value of each point awarded under this Distribution Protocol will depend upon the total number of points awarded to the Approved Claimants, and the amount of money remaining in the Compensation Fund. That is, the dollar value of each point is determined by dividing the remaining monies in the Compensation Fund by the total number of points awarded to the Approved Claimants.

41. The Claims Administrator shall mail the cheque to the Approved Claimant at the postal address in the Claim Form or as otherwise directed by the Approved Claimant. If the Approved Claimant has a lawyer, the cheque shall be made payable to the law firm “in trust” and sent directly to the lawyer unless otherwise directed by the Approved Claimant’s lawyer.

42. The Claims Administrator shall pay all Approved Claimants within 120 days after the Claims Deadline if there are no Claims with deficiencies. If there are claims with deficiencies, the Claims Administrator shall pay all Approved Claimants within 240 days after the Claims Deadline. Claims determined to be eligible following appeal will be paid from the Appeals Reserve Fund.

43. The Claims Administrator shall provide an accounting and final report to Class Counsel stating the amounts paid pursuant to the Distribution Protocol and identify at a minimum the amount paid to each Claimant, the amount paid to each of the Public Health Insurers, the Administration Costs, and any other amounts paid. Class Counsel shall deliver this report to the Defendants’ counsel and provide a copy on a sealed basis to the Court.

44. If, for any reason, an Approved Claimant does not cash a cheque within 6 months after the date of the cheque, the Claimant shall forfeit the right to compensation.

N. Remaining Amounts

45. If amounts are remaining in the Compensation Fund because of an Approved Claimant not cashing a compensation cheque for 6 months or longer after the date of issuance of the cheque, or in the Appeal Reserve Fund following completion of all appeals, and all other financial commitments have been met to implement the settlement, the remaining amounts will be distributed Pro Rata to all Approved Claimants. If the Claims Administrator is of the view that the amounts remaining in the Compensation Fund and/or Appeal Reserve Fund are insufficient to warrant a Pro Rata distribution, then the Claims Administrator will, in its sole discretion, donate

the remaining amounts to an appropriate charity or charities in British Columbia related to the research, prevention and treatment of breast cancer.

O. Schedules

46. The Schedules to this Distribution Protocol are as follows:

- (a) Schedule “A”: Claim Form; and
- (b) Schedule “B” Health Care Provider Declaration.