Notice to Class Members of Settlement Approval (Long Form)

Were you, or a family member, implanted with a M2a 38, M2a Magnum or ReCap Femoral Resurfacing System Hip Implant, or any combination of these, in Canada, which was used as a metal-on-metal hip implant system?

This notice may affect your rights. Please read carefully.

Several individuals in Canada started class action lawsuits, alleging that the M2a 38, M2a Magnum, or ReCap Femoral Resurfacing System hip implants, or any combination thereof, implanted in Canada and used as a metal-on-metal hip implant system (referred to as the "Biomet Devices"), were defective and failed prematurely when implanted in patients in Canada. The Defendants deny these claims. The Ontario Superior Court of Justice certified a class action on December 18, 2015, in the case of *Dine v. Biomet et al.* Additionally, a proposed class action was filed in Quebec under the name, *Conseil pour la protection des malades v. Biomet Canada inc.*

The Defendants, while not admitting liability, have agreed to a settlement of these lawsuits, and the courts have approved the settlement. For a copy of the Settlement Agreement, please contact Class Counsel or the Claims Administrator at the address below.

What this Notice Contains

Basic Information

1. Why did Class Members get this Notice?

The Ontario Court has authorized this Notice to inform Class Members about the approval of the Settlement Agreement in these Class Actions. This notice explains the lawsuits, the settlement, and Class Members' legal rights.

2. What is a Class Action?

In a class action, one or more people called a "Representative Plaintiffs" sue on behalf of those who have similar claims. All of these people are called a "Class" or "Class Members". The courts resolve the issues for everyone affected by the class action, except for those whose excluded themselves, or "opt out" of the lawsuit.

3. What is this lawsuit about?

The class actions relate to the M2a 38, M2a Magnum, or ReCap Femoral Resurfacing System hip implants, or any combination thereof, implanted in Canada and used as a metal-on-metal hip implant system. The Representative Plaintiffs claim that they were defective and failed prematurely when implanted in patients in Canada. The Defendants deny these claims, and the Court has not decided whether the claims are correct.

4. Why is there a settlement?

The plaintiffs and the defendants have agreed to a settlement of the class actions. By agreeing to settle the lawsuit, the parties avoid the costs, uncertainty, and delay of going to trial and obtaining judgment, and the risks associated with being unsuccessful at trial. In this case, it also means that class members will not need to testify in court.

The Representative Plaintiffs and the lawyers for the class ("Class Counsel") believe the settlement is fair, reasonable, and in the best interests of the Class. The Ontario Court has agreed.

Who is Included in this Settlement?

5. Who is included in the proposed settlement?

The settlement applies to all eligible class members who were implanted with a Biomet Device in Canada who have not opted out of the *Dine v. Biomet et al.* action, their estates, and certain family members.

6. How is eligibility determined?

To be eligible for compensation, Class Members must have been implanted with a Biomet Device in Canada.

In order to participate, Class Members must provide Product Identification that confirm the reference number (sometimes referred to as "catalogue number") and lot number of the device that

was implanted, in addition to other documents required by the Settlement Agreement. Product Identification confirms that Class Members were implanted with a Biomet Device. Product Identification can be found on the peel-and-stick label (the "Label") from the Biomet Device that should be affixed to the medical record from the implant surgery (sometimes called the implant operative report). Class Members can obtain a copy of their implant surgery medical record from the hospital where the implant surgery occurred or from a physician. To be eligible for settlement, the reference/catalogue number on the Label must be as follows (or be a number which the Parties agree is a qualifying reference/catalogue number, or a number directed by the Court):

- The claimant must submit a **Product Identification** for both a femoral head and a one-piece acetabular cup.

- The following reference/catalogue numbers correspond to **femoral heads** used with the **M2a Magnum**:

157442	S031138
157444	S031140
157446	S061138
157448	S061140
157450	S121138
157452	S121140
157454	S331138
157456	S331140
157458	S661138
157460	S661140
S001138	S991138
S001140	S991140

- The following reference/catalogue numbers correspond to the **acetabular cups** used with the **M2a Magnum**:

US157844	US257844
US157846	US257846
US157848	US257848
US157850	US257850
US157852	US257852
US157854	US257854
US157856	US257856
US157858	US257858
US157860	US257860
US157862	US257862
US157864	US257864
US157866	US257866

- The following reference/catalogue numbers correspond to the **femoral heads or caps** used

with the **M2a Recap**:

157238	157256	157341	US 157343	157145	US 157140
157239	157257	157342	US 157344	157146	US 157141
157240	157258	157343	US 157345	157147	US 157142
157241	157259	157344	US 157346	157148	US 157143
157242	157260	157345	US 157347	157149	US 157144
157243	US 157239	157346	US 157348	157150	US 157145
157244	US 157241	157347	US 157349	157151	US 157146
157245	US 157243	157348	US 157350	157152	US 157147
157246	US 157245	157349	US 157351	157153	US 157148
157247	US 157247	157350	US 157352	157154	US 157149
157248	US 157249	157351	US 157353	157155	US 157150
157249	US 157251	157352	157138	157156	US 157151
157250	US 157253	157353	157139	157157	US 157153
157251	US 157255	US 157338	157140	157158	US 157154
157252	US 157257	US 157339	157141	157159	US 157155
157253	157338	US 157340	157142	157160	US 157156
157254	157339	US 157341	157143	US 157138	US 157157
157255	157340	US 157342	157144	US 157139	

- The following reference/catalogue numbers correspond to the **acetabular cups** used with the **M2a Recap**:

157844	157944	130846	130846 HA	157438
157846	157946	130848	130848 HA	157440
157848	157948	130850	130850 HA	157442
157850	157950	130852	130852 HA	157444
157852	157952	130854	130854 HA	157446
157854	157954	130856	130856 HA	157448
157856	157956	130858	130858 HA	157450
157858	157958	130860	130860 HA	157452
157860	157960	130862	130862 HA	157454
157862	157962	130864	130864 HA	157456
157864	157964	130866	130866 HA	157458
157866	157966	130868	130868 HA	157460

- The following reference/catalogue numbers correspond to the **femoral heads** used with the **M2a 38**:

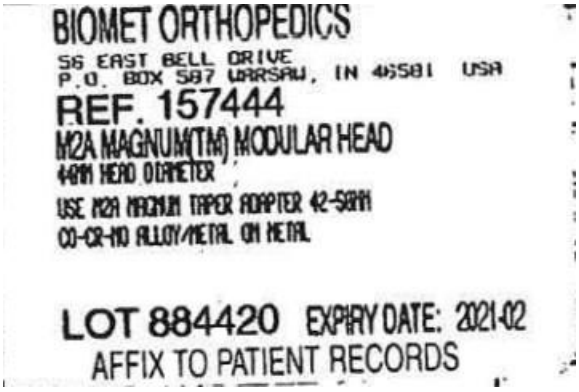
11-173660
11-173661
11-173662
11-173663
11-173664
11-173665

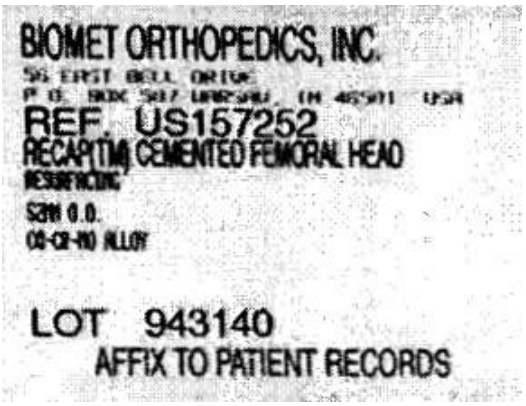
- The following reference/catalogue numbers correspond to **acetabular cups** used with the **M2a 38**:

15-105048	15-106048	RD118848
15-105050	15-106050	RD118850
15-105052	15-106052	RD118852
15-105054	15-106054	RD118854
15-105056	15-106056	RD118856
15-105058	15-106058	RD118858
15-105060	15-106060	RD118860
15-105062	15-106062	RD118862
15-105064	15-106064	RD118864
15-105066	15-106066	RD118868
15-105068	15-106068	RD118870
15-105070	15-106070	

- Where a **Product Identification** submitted by a claimant specifies a reference/catalogue number which is listed above, except that it includes or excludes an alphabetical prefix (e.g. "US"), the **Claims Administrator** shall deem the claimant to have submitted qualifying **Product Identification** for that component.

The images below are *examples* of Product Identifications. Please note that not all product labels are identical to the example provided below, but they are all similar to it. This example is provided to help Class members identify the location of the reference and lot numbers of their device to assist them in determining whether they may be eligible for settlement.





If a Class Member is unable to obtain the Label because their implant surgery hospital could not locate it in their hospital medical records, then they may provide the following to prove that they received a Biomet Device:

a) If the Biomet Device has been explanted from the Class Member's body and it still exists, they must provide (1) a color photograph of the Biomet Device that shows the identification numbers on the edge of the Biomet Device, and (2) a Physician Declaration confirming that they were implanted with a Biomet Device and the date of the implantation;

OR

b) If Class Members cannot obtain a photograph because the Biomet Device is not within their possession, custody, or control, they must provide (1) a copy of their implant surgery operative report from the hospital where they were implanted, which confirms that they were implanted with a Biomet Device, and (2) a Physician Declaration confirming that they were implanted with a Biomet Device and the date of implantation.

What are Class Members entitled to under the Settlement?

7. What does the settlement provide?

Eligible class members who submit all required forms and documentation within the timelines set out in the Settlement Agreement will receive compensation.

Individual Payments to Class Members:

Claim Category	**Quantum**
Unrevised Claimant (not Medically Precluded)	$500
Unrevised Claimant (Medically Precluded)	$45,000
Single Revision for Qualified Revision Surgery Claimant	$75,000
Bilateral Revision for Qualified Revision Surgery Claimants	$90,000

"Qualified Revision Surgery Claimant" means a class member who, as of the Claims Deadline, was implanted with a Biomet Device in Canada and: (i) has had a revision surgery; (ii) has been scheduled for a revision surgery; or (iii) was indicated by a physician as requiring a revision surgery and the revision surgery is planned, even if the date and time have not yet been finalized. The revision must have taken place, or take place, at least 180 days after the Index Surgery and not have been required because of infection or trauma, unless medical records establish that the claimant would likely have required the revision regardless of the infection or trauma.

"Medically Precluded" means a Class Member for whom a Revision Surgery was determined to be necessary within 12 years and 1 day of the Index Surgery, but who was unable to undergo a Revision Surgery due to the existence of a medical condition.

The Settlement Agreement provides that for Qualified Revision Surgery Claimants and Medically Precluded Class Members are in all cases subject to the following reductions:

In Vivo Time	**Cumulative Reduction of Total Amount**
7 years, 1 day	5%
8 years, 1 day	10%

9 years, 1 day	20%
10 years, 1 day	30%
11 years, 1 day	40%
12 years and 1 day and beyond	No compensation unless provided for from the Discretionary Fund

The Settlement Agreement also provides for:

a) A Discretionary Fund to be distributed to Class Members pursuant to a Special Claims Protocol and approved by the Ontario Court;

b) Additional compensation for certain defined complications;

c) Compensation for certain out-of-pocket expenses; and

d) Compensation for family members who provided care in certain circumstances.

Any remaining funds from the settlement, if applicable, will be distributed to third parties approved by the Ontario Court after necessary legal levies have been paid to Public Litigation Funders. Additionally, the settlement includes provisions for payment to public health insurers.

8. How will the lawyers be paid?

Under the terms of the Settlement Agreement, the Defendants have agreed to pay Class Counsel the sum of $1.25 million as a contribution towards Class Counsel Fees, Disbursements, and applicable taxes.

The Court also approved additional amounts to be deducted from payments made to eligible Class Members.

Any further legal fees, disbursements, and taxes would only be payable if an eligible class member agrees with their lawyer that those amounts will be paid.

Making a Claim

9. Who is the Claims Administrator?

The Claims Administrator for this Class Action is Verita Global LLC. The Claims Administrator can be contacted at: 1-833-419-4973 or biometdevice@veritaglobal.com.

10. How can Class Members make a claim?

In order to recover under this Settlement Agreement, Class Members must electronically file, hand-deliver, email or mail a completed Claimant Declaration along with a Physician's Declaration (if applicable) before the applicable deadlines. These forms can be found on the Claims Administrator's website, www.biometdevicesettlement.com.

For Class Members who are unrevised, medically precluded from having a revision surgery, or have had a revision surgery as of October 27, 2025, all required documents in support of their claim must be submitted by January 26, 2026.

For Class Members who have not yet had a revision surgery but, as of the Claims Deadline, have a scheduled revision surgery or have been indicated by a physician as requiring a revision surgery that has been planned (even if the date and time have not yet been finalized), a claim must be submitted by January 26, 2026. All further required documents in support of their claim must be submitted within 90 days of the date on which the scheduled revision surgery takes place.

For Class Members who have undergone a revision surgery between October 27, 2025 and January 26, 2026, all required documents in support of their claim must be submitted within 90 days after the revision surgery.

A "Scheduled Revision Surgery" means that the claimant has been scheduled to receive a Revision Surgery, or a Revision Surgery has been planned (even if the date and time have not yet been finalized), but the Revision Surgery has not occurred as of 270 days after the date on which the Notice of Settlement Approval was disseminated, evidenced by the claimant submitting to the Claims Administrator by the Claims Deadline documentation in the form of:

a) Documentation from a hospital or physician confirming the claimant has been scheduled to receive a Revision Surgery but the Revision Surgery has not occurred as of 270 days after the date on which the Notice of Settlement Approval was disseminated; or

b) a properly executed Physician's Declaration in the form attached to the Settlement Agreement, which confirms that: (i) the Revision Surgery has been scheduled as of the Claims Deadline; or (ii) the claimant has been indicated by a physician as requiring a Revision Surgery as of the Claims Deadline and the Revision Surgery has been planned (even if the date and time have not yet been finalized), in either case including the date on which the need for a Revision Surgery was indicated.

If a Class Member has been scheduled to receive a Revision Surgery as of the Claims Deadline or indicated as requiring a Revision Surgery that has been planned (even if the date and time have not yet been finalized), then the determination of the compensation owed to them will be postponed until the Scheduled Revision Surgery occurs, provided that they submit on the Claims Deadline and within 90 days after the Revision Surgery occurs the documentation or Physician's Declaration referred to above.

11. What if I decide not to have a Scheduled Revision Surgery?

If a Revision Surgery is not scheduled, or is cancelled and not rescheduled because the Class Member has decided not to have the Scheduled Revision Surgery, the Class Member may receive compensation under the Settlement Agreement as an unrevised claimant. In that case, the Class Member must submit a Claimant Declaration on or before the Claims Deadline setting out that they are unrevised.

12. What if I must cancel a Scheduled Revision Surgery because I am medically unable to proceed?

If the Revision Surgery cannot occur due to a documented medical condition, Class Members may be eligible to receive compensation under the Settlement Agreement as an unrevised claimant for whom revision is medically precluded. In that case, Class Members must submit the appropriate documentation that reflects this status (as defined in the Settlement Agreement) on or before January 26, 2026 and their compensation will be determined.

The Lawyers Representing Class Members

13. Who are class Counsel, lawyers for the class?

Class Counsel are the law firms Koskie Minsky LLP, Whelton Hiutin LLP, Klein Lawyers LLP, and Sylvestre Painchaud & Et Associes.

For Additional Information and a Copy of the Settlement Agreement:

KOSKIE MINSKY LLP Barristers and Solicitors 20 Queen Street West Suite 900 P.O. Box 52 Toronto ON M5H 3R3 **Jonathan Ptak** **Jamie Shilton** Tel: 1-855-595-2629 Email: biometclassaction@kmlaw.ca	**KLEIN LAWYERS** 100 King Street West Suite 5600 Toronto ON M5X 1C9 **Brent D. Ryan** Tel: 604.714.6154 Email: bryan@callkleinlawyers.com
WHELTON HIUTIN LLP Barristers and Solicitors 15 Toronto Street Suite 200 Toronto ON M5C 2E3 **J. Daniel McConville** Tel: 416.599.7900 Email: info@whlawyers.ca	**SYLVESTRE PAINCHAUD & ASSOCIES** 740, Avenue Atwater Montréal, Québec, H4C 2G9 **Normand Painchaud** **Sophie Estienne** Tel: 514.937.2881 Email: biomet@spavocats.ca