

## LONG FORM NOTICE OF CERTIFICATION

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### Notice of Certification of a Class Action

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**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.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION LAWSUIT</b>	
<b>DO NOTHING</b>  <b>(Stay in the Class Action lawsuit)</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Await the outcome. Your rights will be determined by any judgment on the common issues or any court-approved settlement.</li> <li>• You will keep your right to share in possible money or other benefits that may come from the trial or a possible settlement.</li> <li>• 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.</li> <li>• 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.</li> </ul>
<b>OPT OUT</b>  <b>(Remove yourself from the Class Action lawsuit)</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• However, this means that you will get no money or benefits if the Class Action succeeds or if a settlement is negotiated.</li> <li>• 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.</li> <li>• You should consult a lawyer to obtain advice about your rights to bring an individual lawsuit before opting out.</li> <li>• 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.</li> </ul>

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## **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:

## **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](mailto: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 October 20, 2025, 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 CA2 Inc., 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 accessible at [www.classaction2.com/auroracannabis.html](http://www.classaction2.com/auroracannabis.html), or you can simply write, fax or email a message to CA2 Inc. 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 October 20, 2025. If you email or fax your opt-out request/form, it must be received by CA2 Inc. by no later than 5:00 pm PST on October 20, 2025 (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 either by email to [auroracannabis@classaction2.com](mailto:auroracannabis@classaction2.com) or by mail to:

Aurora Cannabis Class Action  
c/o CA2 Inc.  
9 Prince Arthur Avenue  
Toronto, ON M5R 1B2

**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](mailto: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.