

**ZYPREXA CLASS ACTION
CANADA – WIDE SETTLEMENT AGREEMENT**

Made as of May 5, 2010

<p>ANDREA HEWARD, ANDREW CHARLES HEWARD, KELLY HUTCHINS, DARLENE HUTCHINS, DANIEL WELLS, and NANCY WELLS</p> <p style="text-align: right;">Plaintiffs</p> <p style="text-align: center;">and</p> <p>ELI LILLY & COMPANY and ELI LILLY CANADA INC.</p> <p style="text-align: right;">Defendants</p>	<p style="text-align: center;">PROVINCE OF ONTARIO Ontario Superior Court of Justice Toronto, Ontario Court File No.: 05-CV-283309CP</p>
<p>NICOLE DALLAIRE, JACQUES GOSSELIN, and RITA PELLETIER</p> <p style="text-align: right;">Petitioners</p> <p style="text-align: center;">v.</p> <p>ELI LILLY CANADA INC. and ELI LILLY AND COMPANY</p> <p style="text-align: right;">Respondents</p>	<p style="text-align: center;">PROVINCE OF QUEBEC Superior Court of Quebec, District of Quebec (Class Actions) No.: 200-06-000050-057</p>
<p>MARC ESTRIN by his litigation guardian, AARON ESTRIN, and the said AARON ESTRIN</p> <p style="text-align: right;">Plaintiffs</p> <p style="text-align: center;">and</p> <p>ELI LILLY CANADA INC. and ELI LILLY AND COMPANY</p> <p style="text-align: right;">Defendants</p>	<p style="text-align: center;">PROVINCE OF BRITISH COLUMBIA Supreme Court of British Columbia Vancouver, British Columbia No. S050483</p>

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SETTLEMENT AGREEMENT**

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**ZYPREXA CLASS ACTION
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PREAMBLE

Andrea Heward, Andrew Charles Heward, Kelly Hutchins, Darlene Hutchins, Daniel Wells and Nancy Wells, as representative plaintiffs in Ontario Court File No. 05-CV-283309CP ("the Ontario Proceeding"), and Nicole Dallaire, Jacques Gosselin, and Rita Pelletier, as representative plaintiffs in Quebec Court File No. 200-06-000050-057 ("the Quebec Proceeding"), and Marc Estrin by his litigation guardian Aaron Estrin and the said Aaron Estrin, as proposed representative plaintiffs in British Columbia Court File No. S050483 ("the British Columbia Proceeding") ("collectively, the "Plaintiffs") (collectively the "Proceedings"), and the defendants, Eli Lilly and Company and Eli Lilly Canada Inc. ("the Defendants") (collectively the "Parties"), hereby enter into this settlement agreement (the "Settlement Agreement") providing for the settlement of claims arising out of or relating to, without limitation, the manufacture, marketing, sale, distribution, labelling and use of Zyprexa, pursuant to the terms and conditions set forth herein, and subject to approval of the Courts;

RECITALS

A. WHEREAS, the Parties intend by this Settlement Agreement to resolve all past, present and future claims of Class Members in any way arising out of or relating to the use, purchase or ingestion of Zyprexa in Canada by or for residents of Canada during the Class Period;

B. WHEREAS, the Defendants deny the allegations made in the Proceedings, deny that any damages are payable, have not conceded or admitted any civil liability, and have defences to all of the claims in the Proceedings;

C. WHEREAS, the Parties have engaged in extensive, arms-length negotiations through counsel with substantial experience in complex class proceedings that have resulted in this Settlement Agreement;

D. WHEREAS, the Plaintiffs and Plaintiffs' Counsel, namely the law firms Siskinds ^{LLP}, Stevensons ^{LLP}, Siskinds, Desmeules, and Poyner Baxter (collectively "Class Counsel") have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, and having regard to the burden and expense in prosecuting the Proceedings, including the risks and uncertainties associated with

trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the Plaintiffs and the classes they represent (and in British Columbia, the classes they seek to represent);

E. WHEREAS, despite their belief that they are not liable in respect of the allegations made in the Proceedings and have good defences thereto, the Defendants are entering into this Settlement Agreement in order to achieve a final resolution of all claims asserted against them by the Plaintiffs, and to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and it is acknowledged that the Defendants would not have entered into this Settlement Agreement were it not for the foregoing;

F. WHEREAS, the Parties therefore wish to, and hereby do, fully and finally resolve, without admission of liability, the Proceedings against the Defendants;

G. WHEREAS, for the purposes of settlement only and contingent on approvals by the Courts as provided for in this Settlement Agreement, the Parties have consented to the certification of a class in the British Columbia Proceeding;

H. WHEREAS, the Defendants expressly reserve their rights to contest certification of other related or unrelated proceedings in British Columbia and assert that the actions herein would not be appropriately certified in the absence of the Settlement Agreement and that this Settlement Agreement does not constitute in any way a precedent to support the certification of classes of this nature;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Proceedings be settled and that the Parties shall consent to the Courts' Orders finally approving the settlement in Quebec and dismissing the Ontario and British Columbia Proceedings with prejudice, without costs to the Plaintiffs, the classes they seek to represent, or the Defendants, subject to the approval of the Courts, on the following terms and conditions:

SECTION 1 - DEFINITIONS

For the purpose of this Settlement Agreement only, including the Recitals and Schedules hereto:

- (1) *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 Eligible Claimants. The conversion rate for the Settlement Amount will be the Bank of Canada rate on the date of payment. If the monies are not paid when due they will accrue interest until paid at a rate of 5% per annum.
- (2) *Administration Expenses* means all fees, disbursements, expenses, costs, taxes, and any other amounts incurred or payable by the Plaintiffs, Class Counsel, or otherwise for the approval, implementation, and operation of this Settlement Agreement, including the costs of notice and the fees and expenses of the Claims Administrator but excluding Class Counsel Fees and Disbursements.
- (3) *Claims Administrator* means the entity appointed by the Courts to administer the settlement pursuant to the terms outlined in Schedule "G".
- (4) *Claims Deadline* means one hundred and twenty (120) days from the date notice of settlement approval is first disseminated.
- (5) *Class Counsel* means Siskinds ^{LLP}, Stevensons ^{LLP}, Siskinds, Desmeules, and Poyner Baxter.
- (6) *Class Counsel Fees* means the fees, disbursements, costs, GST, and other applicable taxes or charges of Class Counsel.
- (7) *Class or Class Members* for the purposes of the settlement, the Classes and Class Members shall be defined as:
 - (a) All persons resident in Canada who were prescribed and ingested the drug Zyprexa (generic name: olanzapine), at any time on or before June 6, 2007 (Primary Class Member); and
 - (b) All persons resident in Canada asserting rights derivatively by reason of their personal relationship with one or more of such persons described in (a) above with a valid claim (Derivative Class Member).

- (8) *Class Period* means any time on or before June 6, 2007 when Zyprexa was manufactured, marketed and/or sold or otherwise placed into the stream of commerce in Canada.
- (9) *Costs* means a payment towards Class Counsel Fees and/or Disbursements.
- (10) *Courts* means the Ontario Superior Court of Justice, the Superior Court of Quebec, and the Supreme Court of British Columbia, as the case may be.
- (11) *Defendants* means Eli Lilly and Company (incorrectly named in the Ontario Proceeding as "Eli Lilly & Company") and Eli Lilly Canada Inc.
- (12) *Derivative Claimant(s)* means all residents of Canada asserting the right to sue the Defendants or any Released Party independently or derivatively by reason of their familial relationship to a Primary Claimant as defined herein, and shall mean for the purposes of this Settlement Agreement spouses, common-law spouses, same-sex partners, children, and parents of Primary Claimants.
- (13) *Effective Date* means the date on which the right to terminate the Settlement pursuant to section 6.3 has expired and the final judgments or final approval orders approving this Settlement Agreement issued by the Courts have become Final Orders, whichever is later.
- (14) *Eligible Claimant(s)* are the Primary Claimants, Representative Claimants and Derivative Claimants who are able to establish the criteria for eligibility as defined in ss. 4.2 and Schedule G below.
- (15) *Final Order/Orders* means the final judgments or final approval orders entered by the Courts in respect of the certification as a class proceeding (in British Columbia) and the approval of this Settlement Agreement, and the expiration of the time to appeal or to seek permission to appeal such final judgment or final approval order without any appeal being taken, or if an appeal from the final judgment or final approval order is taken, the affirmance of such final judgment or final approval order in its entirety, without modification, by the court of last resort to which an appeal of such final judgment or final approval order may be taken.

- (16) *Opt-Out* means a person who would have been a member of the Class except for his or her timely and valid request for exclusion. In British Columbia, such exclusion will be by the timely submission of an Opt Out Form as attached hereto as Schedule "A".
- (17) *Parties* means the Plaintiffs and the Defendants.
- (18) *Plaintiffs* means Andrea Heward, Andrew Charles Heward, Kelly Hutchins, Dariene Hutchins, Daniel Wells, Nancy Wells, Nicole Dallaire, Jacques Gosselin, Rita Pelletier, Marc Estrin by his litigation guardian Aaron Estrin and the said Aaron Estrin and all Class Members.
- (19) *Primary Class Members* are those persons defined in ss. 1(7)(a) above.
- (20) *Proceedings* means Andrea Heward, Andrew Charles Heward, Kelly Hutchins, Darlene Hutchins, Daniel Wells and Nancy Wells v. Eli Lilly & Company and Eli Lilly Canada Inc., Court File No. 05-CV-283309CP in Ontario; Nicole Dallaire, Jacques Gosselin and Rita Pelletier v. Eli Lilly Canada Inc. and Eli Lilly and Company, Court File No. 200-06-000050-057 in Quebec; and Marc Estrin by his litigation guardian, Aaron Estrin and the said Aaron Estrin v. Eli Lilly Canada Inc. and Eli Lilly and Company, Court File No. S050483, in British Columbia.
- (21) *Provincial Health Insurers* means all provincial and territorial Ministries of Health or equivalents, Provincial and Territorial Governments, and/or provincial and territorial plans funding medical services throughout Canada, including those set out in Schedule "A" to the Ontario Second Amended Fresh as Amended Statement of Claim and equivalents in Quebec.
- (22) *Released Claims* means any and all manner of claims, demands, actions, suits, Quebec civil law and statutory liabilities, and causes of action alleged or which could have been asserted in the Proceedings, whether direct or indirect, class, individual, or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, penalties, and attorneys' fees that Releasees, or any one of them, whether directly, indirectly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have against the Releasees, whether known or unknown, relating in any way to any conduct by the

Releasees prior to the execution of this Settlement Agreement concerning alleged damages from the use of Zyprexa.

- (23) *Releasees* means, jointly and severally, the Defendants and their respective present and former parents, subsidiaries, affiliates, officers, directors, employees, insurers, agents, attorneys, servants, representatives, and the successors, heirs, executors, administrators, trustees, and assigns of each of the foregoing.
- (24) *Releasers* means, jointly and severally, individually and collectively, the Plaintiffs and the Class Members who are not Opt-Outs, and their respective successors, heirs, executors, administrators, trustees, and assigns, and their affiliated, predecessor, successor and related companies.
- (25) *Representative Claimants* means personal representatives, heirs, assigns and trustees of Primary Claimants/Primary Class Members.
- (26) *Settlement Agreement or Settlement* means this agreement, including the Recitals and Schedules.
- (27) *Settlement Amount* means the amount paid by the Defendants herein, plus any interest accrued.
- (28) *Settlement Matrix* means the plan for distributing the Settlement Amount as outlined in Schedule "B" hereto, and as approved by the Court.
- (29) *Zyprexa* means olanzapine, an atypical antipsychotic medication manufactured, sold, and otherwise placed into the stream of commerce by the Defendants.

SECTION 2 - CONDITION PRECEDENT: COURT APPROVAL

Subject to section 7.4 below, this Settlement Agreement shall be null and void and of no force or effect unless the Courts approve this Settlement Agreement, and the orders so given have become Final Orders and the Effective Date has occurred.

SECTION 3 - SETTLEMENT APPROVAL

3.1 Best Efforts

The Parties shall use their best efforts to effectuate this Settlement.

3.2 Motion for Approval

(1) The Plaintiffs shall file motions before the British Columbia Court for an order certifying the British Columbia Proceeding as a class proceeding (for settlement purposes only) and approving this Settlement Agreement, and shall file motions before the Ontario and Quebec Superior Courts for orders approving this Settlement Agreement.

(2) The orders referred to in paragraph 3.2(1) shall be in a form substantially similar to those attached hereto as Schedules "C", "D", and "E", as agreed upon by Class Counsel and counsel for the Defendants and approved by the Court.

SECTION 4 - SETTLEMENT BENEFITS

4.1 Payment of Settlement Amount

(1) The Defendants agree to pay the Settlement Amount in accordance with this Settlement Agreement, in full satisfaction of all of the Released Claims against the Releasees

(2) Contingent on dismissal of the claims of the certified class in Ontario, of the claims of the putative class in British Columbia, and the approval of the Settlement in Quebec, Defendants have agreed to pay the Settlement Amount (in U.S. dollars) as follows:

- (a) \$17,750,000 to Eligible Claimants;
- (b) \$2,250,000 to Provincial Health Insurers;
- (c) Up to \$4,500,000 towards Class Counsel Costs, and up to \$500,000 towards disbursements of Class Counsel, subject to the approval of the Courts;
- (d) Up to \$1,000,000 for notice and claims administration ("Notice Monies").

(3) Class Counsel will be solely responsible for, and shall account for and inform the Courts of arrangements in respect of, any required payments to the Class Proceedings Fund.

(4) Defendants will pay the amounts set forth in section 4.1(2)(a) and (b) above as follows:

- (a) Within 15 days of the date the Settlement Agreement is finally approved by the last Court whose approval is required,

- (A) Defendants will pay \$8,875,000.00 to the Claims Administrator; and
 - (B) Defendants will pay \$2,004,750 to the Claims Administrator for distribution to the Provincial Health Insurers other than British Columbia in per-Province amounts as outlined in Schedule "F"; and
- (b) Within 15 days after the time expires for termination of the Settlement Agreement with respect to Class Members residing in British Columbia (as set out in section 7.1), if the Defendants do not exercise their right to terminate, Defendants will pay \$245,250 to the Claims Administrator for distribution to the British Columbia Health Insurer;
 - (c) Within 30 days of a final determination of the number of Eligible Claimants, Defendants will pay any remaining amounts due Eligible Claimants.
 - (d) Following the final determination of the number of Eligible Claimants, within 30 days of any further Class Members becoming Eligible Claimants because one of the Courts allowed a claim that missed the Claims Deadline, the Defendants will pay \$6,120,69 for each such additional claim up to the maximum amount payable to Eligible Claimants in accordance with this Settlement Agreement including, in particular, subsection 4.1(9) below.
- (5) Within 15 days of the date Class Counsel Fees are finally approved by the last Court whose approval is required, Defendants will pay up to \$4,500,000 to the Claims Administrator towards Class Counsel fees and an additional up to \$500,000 towards Class Counsel disbursements in such amounts as are approved by the Courts.
- (6) Within 15 days of the date the Ontario Superior Court of Justice approves the notice to the class of the proposed settlement and approval hearing, Defendants will pay the Claims Administrator \$100,000 of the Notice Monies for costs of notice and claims administration. Additional amounts up to the total of \$1,000,000 in Notice Monies will be paid to the Claims Administrator against receipts as costs for administration are incurred.
- (7) The Claims Administrator will invest the monies in a bankers acceptance issued by a Schedule 1 chartered Canadian bank. All interest accrued will be added to the fund used to

compensate Class Members. The conversion rate for the Settlement Amount will be the Bank of Canada rate on the date of payment. If the monies are not paid when due they will accrue interest until paid at a rate of 5% per annum.

(8) The amount payable to Eligible Claimants (\$17,750,000) is based on an expected 1,450 Eligible Primary Claimants or Eligible Representative Claimants. If there are fewer than 1,450 Eligible Primary Claimants or Eligible Representative Claimants, the amount payable by Defendants will be reduced by \$6,120.69 for each eligible claimant under the 1,450 threshold. For greater clarity, by way of example, if there were 975 Eligible Primary Claimants or Eligible Representative Claimants, the amount payable will be reduced by \$2,907,327.75.

(9) If there are more than 1,450 Eligible Primary Claimants or Eligible Representative Claimants, the Defendants will pay an additional amount to compensate Class Members. The amount shall be \$6,120.69 for each Eligible Primary Claimant or Eligible Representative Claimant over the 1,450 threshold, up to a maximum top-up of \$4,590,517.50. For greater clarity, by way of example, if there are 1600 Eligible Primary Claimants or Eligible Representative Claimants, the Defendants will pay an additional \$918,103.50 when the final number of Eligible Claimants has been settled.

(10) The Defendants shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement.

(11) The Claims Administrator shall maintain the Account as provided for in this Settlement Agreement and shall not pay out any monies from the Account, except in accordance with the provisions of this Settlement Agreement, without an order of the Court made on notice to or on consent of the Parties.

4.2 Claims and Claimants

Eligible Primary Claimants or Eligible Representative Claimants

(1) An Eligible Primary Claimant is a person who meets one or more of the following criteria:

- (a) Took Zyprexa for at least 90 days, and was first diagnosed with diabetes while taking Zyprexa or within one year of his/her last ingestion of Zyprexa; or

- (b) Took Zyprexa for at least 90 days, was a previously diagnosed diabetic, and, while taking Zyprexa or within 60 days of the last Zyprexa use, underwent a clear change in the therapy for diabetes, meaning that the person underwent a change either:
 - (A) From diet and exercise therapy to requiring oral hypoglycaemic agents; or
 - (B) From requiring oral hypoglycaemic agents only, to requiring insulin with or without oral hypoglycaemic agents; or
- (c) Took Zyprexa for at least 90 days, and was first diagnosed with hyperglycemia while taking Zyprexa or within one year of his/her last ingestion of Zyprexa. Hyperglycemia means impaired fasting glucose (IFG), identified by a FPG reading of 6.1 mmol/L to 6.9 mmol/L, and impaired glucose tolerance (IGT), identified by a FPG less than 6.1 and 2hPG in a 75-g OGTT of 7.8 mmol/L to 11.0 mmol/L, and requires proof of at least two lab tests; or
- (d) Took Zyprexa for at least 90 days, and was first diagnosed with diabetic ketoacidosis while taking Zyprexa or within one year of his/her last ingestion of Zyprexa; or
- (e) Took Zyprexa for at least 90 days, and was first diagnosed with pancreatitis while taking Zyprexa or within one year of his/her last ingestion of Zyprexa.

(2) A Primary Claimant or Representative Claimant must establish these criteria as outlined in Schedule "G" in order to become an Eligible Primary Claimant or an Eligible Representative Claimant.

(3) The Defendants will have the right to examine the supporting documentation for any claim submitted to the Claims Administrator. The Defendants have the right to dispute and appeal decisions by the Claims Administrator in accordance with the procedures set out in Schedule "G".

(4) Any disputes between the Parties with respect to whether a claimant has met any criteria will be resolved in accordance with Schedule "G" including section 9 regarding appeals to the Courts.

(5) A Settlement Matrix will be used to allocate funds to Eligible Primary Claimants. The Settlement Matrix will utilize a points system. Points will be awarded based on the medical condition and other relevant factors. Further points may be added based on factors such as date of ingestion, complications, and/or other losses. The Settlement Matrix will be determined by Class Counsel and counsel for the Defendants, in a form substantially similar to Schedule "B", subject to approval by the Courts.

Derivative Claimants

(6) Payments to Eligible Derivative Claimants will be determined in accordance with and made pursuant to section 10 of Schedule "G".

Provincial Health Insurers

(7) Payments to Provincial Health Insurers will be made pursuant to Schedule "F".

4.3 Taxes and Interest

(1) All interest earned on the Settlement Amount shall become and remain part of the Account.

(2) Class Counsel shall bear all risks related to the investment of the Settlement Amount in the Account.

(3) All funds held by the Claims Administrator shall be deemed and considered to be in *custodia legis* of the Ontario Superior Court, and shall remain subject to the jurisdiction of the Ontario Superior Court until such time as such funds shall be distributed pursuant to the Settlement Agreement and/or further order of the Ontario Superior Court.

(4) Class Counsel, jointly and severally, hereby indemnifies, defends, and holds harmless the Defendants from and against any harm or injury suffered by reason of the use, misuse, erroneous disbursement, or other action taken or failure to act by Class Counsel or by the Claims Administrator with respect to the Settlement Amount, or funds in the Account not strictly in accordance with the provisions of this Settlement Agreement, the Matrix, or any orders of the Courts.

(5) All taxes payable on any interest which accrues on the Settlement Amount in the Account or otherwise in relation to the Settlement Amount, shall be the responsibility of the Class. The

Claims Administrator in consultation with Class Counsel shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Account.

(6) The Defendants shall have no responsibility to make any tax filings relating to the Account and shall have no responsibility to pay tax on any income earned by the Settlement Amount or pay any taxes on the monies in the Account.

SECTION 5- RELEASES AND DISMISSALS

5.1 Release of Releasees

(1) Upon the Effective Date, the Releasers forever and absolutely release, acquit, and discharge the Releasees from the Released Claims. And for the consideration provided herein, the Releasers agree not to make any claim or take or continue any proceedings arising out of or relating to the subject matter of the Released Claims against any other person, corporation or entity (including, without limitation, any health care professionals, health care providers, health care facilities, pharmacies, or other distributors of Zyprexa) which might claim damages and/or contribution and indemnity and/or other relief under the provisions of the *Negligence Act* or other comparable provincial legislation and any amendments thereto, the common law, Quebec civil law, or any other statute, for any relief whatsoever, including relief of a monetary, declaratory or injunctive nature, from one or more of the Releasees.

(2) The parties intend that the final Settlement Agreement will be approved by the Courts and will result in the dismissal of all claims asserted or which could have been asserted by members of the certified and putative classes on the terms set forth herein in Ontario and British Columbia, and in the definitive approval of the Settlement in Quebec.

(3) Orders will be sought at the Approval Hearings which shall include a term releasing the claims of the Provincial Health Insurers generally in the following form:

In consideration of the payments made to the Provincial Health Insurers set out in this Settlement Agreement, Provincial Health Insurers will be deemed to release and forever discharge the Defendants from any and all actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands whatsoever that were asserted or which could have been asserted by or on behalf

of any Class Member relating to Zyprexa Provincial Health Insurers may not make any claims, or take or continue any proceedings against any person, partnership, corporation, or other entity who might claim contribution or indemnity or any other relief of a monetary, declaratory or injunctive nature from the Defendants in connection with the claims released in this Settlement Agreement.

(4) Without limiting any other provisions herein, each Class Member who did not opt out, whether or not he or she submits a claim or otherwise receives an award, will be deemed by the Settlement Agreement completely and unconditionally to have released and forever discharged the Releasees from any and all Released Claims, including all claims, actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, and demands whatsoever that were asserted in the litigation that is the subject of this Settlement Agreement.

(5) The parties agree that each Class Member who did not opt out, whether or not he or she submits a claim or otherwise receives an award, will be forever barred and enjoined from continuing, commencing, instituting or prosecuting any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum or any other forum, directly, representatively or derivatively, asserting against any of the Defendants or Releasees any claims that relate to or constitute any Released Claims covered by the final Settlement Agreement.

5.2 Dismissal of Proceedings

The Parties shall, on consent, as part of the motions for approval of the Settlement, request the Courts in Ontario and British Columbia to dismiss the Proceedings with prejudice as against the Defendants, without costs, and to approve definitively the Settlement in Quebec.

SECTION 6 - OPTING-OUT AND RIGHT TO TERMINATE AGREEMENT

6.1 Procedure

(1) The procedure for opting out of the British Columbia Proceeding, including timing and notice requirements and the information required from the person seeking to opt out, shall be agreed to by the Parties and approved by the British Columbia Court.

(2) Class Counsel shall, as part of the motion for approval of the Settlement, submit a notice in a form that is mutually agreed by the parties and substantially similar to Schedule "K", which shall include, *inter alia*, information regarding opting out of the British Columbia action for approval by the Courts. This notice shall require that on a date (the "Opt-Out Deadline") thirty

(30) days prior to the Claims Deadline, Primary Class Members or Representative Claimants residing in British Columbia who do not want to participate in the Settlement Agreement must submit a timely and valid request for exclusion from the Class in the Opt-Out Form attached as Schedule "A".

6.2 Opt-Out Report

Within fifteen (15) days after the expiration of the British Columbia Opt-Out Deadline, the Defendants and Class Counsel shall be provided with a report from the Claims Administrator advising as to the names of any Opt-Outs, the reasons for their opting out, if known, and a copy of all information provided by that Opt-Out ("Opt-Out Report").

6.3 Right to Terminate / Opt-Out Credit

(1) If 10 or more Primary Class Members or Representative Claimants residing in British Columbia opt out of the Proceeding, the Defendants may, at their sole option, either:

- (a) Terminate this settlement with respect to Class Members residing in British Columbia and deduct from the amount otherwise payable in the settlement an amount reasonably allocated to British Columbia based on a proportional assessment of the use of Zyprexa in British Columbia; or
- (b) Deduct from the amount otherwise payable to Primary Claimants or Representative Claimants, an amount equal to \$6,120.69 per person opting out.

A Primary Class Member or Representative Claimant will not be counted for the purposes of section 6.3(1) if he or she has indicated, to the Defendant's sole satisfaction, that he or she does not intend to begin individual litigation against the Defendants with respect to Zyprexa. If the intention is not clear on the Opt-Out Form, Class Counsel will contact the Class Member so that the Defendants will have sufficient information.

SECTION 7 -- TERMINATION OF SETTLEMENT AGREEMENT

7.1 Manner of Termination with respect to British Columbia

If the Defendants exercise their right to terminate this Settlement Agreement with respect to Class Members residing in British Columbia pursuant to paragraph 6.3(1)(a), then they shall give written notice of the termination to Class Counsel no later than thirty (30) days after receipt of the Opt-Out Report.

7.2 Effect of Termination with respect to British Columbia

In the event of termination of this Settlement Agreement with respect to Class Members residing in British Columbia pursuant to paragraph 6.3(1)(a), and notwithstanding any other provisions of this Agreement, all parties shall be restored to their respective positions in and with respect to the British Columbia Proceeding immediately prior to the date on which this Settlement Agreement is signed by all parties. Any certification order made for the purposes of settlement shall be rescinded on consent. All statutes of limitation and/or repose for all claims asserted in the British Columbia Proceeding shall be deemed to have been tolled from the date of signature of this Settlement Agreement by all parties until the date of reinstatement and reactivation, or for such longer period as the law may provide without reference to this Agreement.

The parties further agree that any certification of a class in British Columbia for the purposes of settlement shall be without prejudice to any position that any of the parties may later take on any issue in the British Columbia Proceeding in the event of termination with respect to British Columbia, and that the Defendants' consent to certification for the purposes of settlement shall not constitute and shall not be deemed or construed as any admission on the part of the Defendants that the British Columbia Proceeding, or any other putative class proceeding, is appropriate for trial as a class proceeding.

7.3 Survival of Provisions After any Termination with respect to British Columbia

If this Settlement Agreement is terminated with respect to Class Members residing in British Columbia pursuant to paragraph 6.3(1), the provisions of this Settlement Agreement referring to and dealing with British Columbia Class Members will have no force or effect and all obligations related thereto shall cease immediately, with the exception that the agreements and commitments contained in Section 11 shall survive termination.

Notwithstanding the Settlement Agreement's termination with respect to British Columbia Class Members, the Settlement Agreement will continue in full force and effect with respect to all other Class Members in all other Canadian jurisdictions.

7.4 Not Approved by the Courts

(1) If this Settlement Agreement is not approved by each of the Ontario, British Columbia and Quebec Courts:

- (a) subject to subsection 7.4(2) below, it shall be null and void and shall have no force or effect, and the parties shall not be bound by its terms, with the sole exception of the agreements and commitments contained in section 11, which shall survive; and
- (b) all negotiations, statements and proceedings relating to the settlement and the Settlement Agreement shall be deemed to be without prejudice to the rights of the parties, and the parties shall be deemed to be restored to their respective positions existing immediately before it was executed.

(2) In the event that the Settlement Agreement is approved by at least one of the Courts, but one or two of the other Courts do not approve the Settlement Agreement, the Defendants may at their sole discretion elect to terminate the settlement in all jurisdictions in accordance with section 7.4(1) or terminate the Settlement only in the jurisdiction(s) where the Settlement Agreement was not approved (the "Terminated Jurisdiction(s)"). In the event of a partial termination:

- (a) the Defendants shall be entitled to deduct from the amount otherwise payable under the Settlement Agreement an amount reasonably allocated to the Terminated Jurisdiction(s) based on a proportional assessment of the use of Zyprexa in that jurisdiction or those jurisdictions;

- (b) notwithstanding any other provisions of this Agreement, all parties shall be restored to their respective positions in and with respect to the Terminated Jurisdiction(s) immediately prior to the date on which this Settlement Agreement is signed by all parties;

- (c) if the Terminated Jurisdiction includes British Columbia, any certification order made for the purposes of settlement in British Columbia shall be rescinded on consent in accordance with the provisions of section 7.2 above;

- (d) all statutes of limitation and/or repose for all claims asserted in the Terminated Jurisdiction(s) shall be deemed to have been tolled from the date of signature of this Settlement Agreement by all parties until the date of reinstatement and reactivation, or for such longer period as the law may provide without reference to this Agreement;

(e) the provisions of this Settlement Agreement referring to and dealing with Class Members in the Terminated Jurisdiction(s) will have no force or effect, and all obligations related thereto shall cease immediately, with the exception that the agreements and commitments contained in Section 11 shall survive termination; and

(f) notwithstanding the Settlement Agreement's termination with respect to Class Members in the Terminated Jurisdiction(s), the Settlement Agreement will continue in full force and effect with respect to all other Class Members in any other jurisdiction(s) where the Settlement Agreement has been approved.

(3) The parties expressly reserve all of their respective rights to the extent that the Ontario, British Columbia and Quebec Courts do not approve this Settlement Agreement.

SECTION 8 – DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

8.1 Settlement Matrix

The Settlement Amount shall be held by the Claims Administrator in trust for the benefit of Class Members and, after the Effective Date, shall be paid in accordance with the Settlement Matrix in a form substantially similar to Schedule "B", subject to approval by the Courts.

The Claims Administrator shall administer claims according to the Settlement Matrix, this Settlement Agreement, and the procedures outlined in Schedule "G".

8.2 Monies in the Account

In no event shall the Defendants have any responsibility, financial obligations, or liability whatsoever with respect to the investment, distribution, use, or administration of monies in the Account including, but not limited to, the costs and expenses of such investment, distribution, use, and administration, Administration Expenses and Class Counsel Fees except as otherwise provided for in section 4 of this Settlement Agreement.

SECTION 9- LEGAL FEES AND DISBURSEMENTS

(1) Class Counsel will bring motions to the Courts for approval of Class Counsel Fees and Disbursements. Such Fees and Disbursements are awarded at the discretion of the Courts after hearing from counsel for the Parties. The Defendants will not take any position with respect to the amount of fees requested by Class Counsel.

(2) Class Counsel will apply the monies payable by the Defendants towards Costs in respect of fees and disbursements approved by the Courts. Any legal fees and/or disbursements awarded to Class Counsel as approved by the Courts in excess of the amount listed in Section 4.1(2)(c) will come from other Settlement Amounts and not from the Defendants.

(3) Class Counsel Fees and Disbursements may be paid out of the Account only after Class Counsel obtain the Courts' approval.

(4) Class Members who have retained, or in the process of making a claim do retain, lawyers to assist them in making their individual claims to this settlement shall be responsible for the legal fees and expenses of such lawyers.

SECTION 10 - ADMINISTRATION AND IMPLEMENTATION

10.1 Mechanics of Administration

Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement shall be determined by the Courts on motion brought by the Parties, or any of them.

10.2 Notices Required

(1) The Class shall be given notice of (i) the hearing at which the Courts will be asked to approve the Settlement Agreement; (ii) the outcome of that hearing; and (iii) in British Columbia only, any termination of this Settlement Agreement if the Settlement was terminated after notice of the hearing to approve the Settlement was provided.

(2) Class Counsel and the Defendants will jointly prepare such Notices to the Class as may be required, to provide for "Short Form" and "Long Form" Notices substantially in the form attached in Schedules "H", "I", "J" and "K" respectively, as well as a plan for distribution of the Notices (Schedules "L" and "M"). Counsel acknowledge that all Notices and the plan for distribution of Notices must be approved by the Courts. No Notices shall be disseminated anywhere until such time as they are approved by all of the Ontario Superior Court of Justice, the Supreme Court of British Columbia and the Superior Court of Quebec.

(3) If the costs of notice, plus the costs of claims administration exceed the Notice Monies, the difference will be paid from the monies identified in section 4.1(2)(a) with the exception that the Defendants will pay up to \$25,000 against receipts solely for costs incurred by the Claims

Administrator for the reconsideration of Disputed Claims in accordance with section 7.2 of Schedule "G" where the Defendants have been unsuccessful.

SECTION 11-- NO ADMISSION OF LIABILITY

The Parties agree that, whether or not this Settlement Agreement is finally approved or is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations made in the Proceeding or in any other pleading filed by the Plaintiffs.

The Parties further agree that, whether or not this Settlement Agreement is finally approved or is terminated, neither this Settlement nor any document relating to it shall be offered in evidence in any action or proceeding in any court, agency or tribunal, except to seek court approval of this Settlement Agreement or to give effect to and enforce the provisions of this Settlement Agreement.

SECTION 12-- MISCELLANEOUS

12.1 Motions for Directions

(1) The Plaintiffs, Class Counsel, the Claims Administrator, or the Defendants may apply to the Courts for directions in respect of the implementation and administration of this Settlement Agreement.

(2) All motions contemplated by this Settlement Agreement, including applications to the Courts for directions, shall be on notice to the Parties.

12.2 Timing

The parties will make their best efforts to bring the motions to approve the Settlement Agreement within 90 days of the execution of the Settlement Agreement.

12.3 Releasees Have No Liability for Administration

The Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.

12.4 **Headings, etc.**

In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms "this Settlement Agreement", "the Settlement Agreement", "hereof", "hereunder", "herein", "hereto", and similar expressions refer to this Settlement Agreement and not to any particular section or portion of this Settlement Agreement.

12.5 **Ongoing Jurisdiction**

The Ontario Superior Court of Justice, the Supreme Court of British Columbia and the Superior Court of Quebec shall retain exclusive jurisdiction over all matters relating to the implementation and enforcement of this Settlement Agreement as it relates to the Proceedings in their respective Court.

12.6 **Governing Law**

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.

12.7 **Entire Agreement**

This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes any and all prior and contemporaneous understandings, undertakings, negotiations, representations, communications, promises, agreements, agreements in principle, and memoranda of understanding in connection herewith. The Parties agree that they have not received or relied on any agreements, representations, or promises other than as contained in this Settlement Agreement. None of the Parties shall be bound by any prior obligations, conditions, or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein. This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Courts.

12.8 Binding Effect

Once the Settlement Agreement is approved by the Courts and the approval orders become Final Orders, this Settlement Agreement shall be binding upon, and inure to the benefit of, the Plaintiffs, Class Members, the Releasers, the Defendants, the Releasees, Class Counsel, and the Claims Administrator.

12.9 Survival

The representations and warranties contained in this Settlement Agreement shall survive its execution and implementation.

12.10 Counterparts

This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile signature shall be deemed an original signature for purposes of executing this Settlement Agreement. This Settlement Agreement may be delivered and is fully enforceable in either original, faxed or other electronic form provided that it is duly executed.

12.11 Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and discussions among the Parties, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

12.12 Language

The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

12.13 Dates

Dates referred to in this Settlement Agreement may be altered with the written consent of the Parties and with the approval of the Courts.

12.14 French Translation

A French translation of this Settlement Agreement, all Schedules attached hereto, and all Notices pursuant to this Settlement Agreement shall be prepared by Class Counsel and paid from the Notice Monies, and made available to Class Members upon their request.

12.15 Confidentiality

When the Notice of Settlement Approval is first disseminated in accordance with Schedule "M", Class Counsel will publish a press release, the form and content of which will be agreed to by the Parties. Class Counsel will be permitted to respond to inquiries from the media for the sole purpose of explaining the Settlement and claims process.

The Parties agree that no public statements shall be made regarding these Proceedings or their settlement which are in any way inconsistent with the terms of the Settlement Agreement. In particular, the Parties agree that any public statements regarding these Proceedings will indicate clearly that the settlement has been negotiated, agreed and approved by the Courts without any admissions or findings of liability or wrongdoing, and without any admissions or conclusions as to the truth of any of the facts alleged in the Proceedings, all of which are specifically denied.

Each Party agrees not to disparage the opposite Parties or their counsel with respect to any of the matters in issue in the Proceedings or the manner in which the Proceedings were conducted or settled. The Parties agree that any public statements that are inconsistent with the terms of this Settlement Agreement could cause irreparable harm, including harm to the business and reputation of the Defendants.

12.16 Recitals

The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

12.17 Schedules

The Schedules annexed hereto form part of this Settlement Agreement.

12.18 Acknowledgements

Each of the Parties hereby affirms and acknowledges that:

- (a) he, she, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her, or the Party's representative by his, her, or its counsel;
- (c) he, she, or the Party's representative fully understands each term of the Settlement Agreement and its effect, and
- (d) no Party has relied upon any statement, representation, or inducement (whether material, false, negligently made, or otherwise) of any other Party with respect to the first Party's decision to execute this Settlement Agreement.

12.19 Authorized Signatures

Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

12.20 Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication, or document shall be provided by email, facsimile, or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For Plaintiffs and for Class Counsel:

Michael Eizenga
Siskinds ^{LLP}
Barristers & Solicitors
680 Waterloo Street
London, ON N6A 3V8
Telephone: 519-660-7820
Facsimile: 519-660-7821
Email: mike.eizenga@siskinds.com

Colin Stevenson
Stevenson ^{LLP}
Barristers
144 Front Street, Suite 400
Toronto, ON M5J 2L7
Telephone: 416-599-7900
Facsimile: 416-599-7910
Email: cstevenson@stevensonlaw.net

Claude Desmeules
Siskinds, Desmeules
43 Rue Buade, Bureau 320
Quebec City, Quebec G1R 4A2
Telephone: 418-694-2009
Facsimile: 418-694-0281
Email:
claude.desmeules@siskindsdesmeules.com

Ken Baxter
Poyner, Baxter LLP
Lawyers
408 -- 145 Chadwick Court
North Vancouver, BC V7M 3K1
Telephone: 604-988-6321
Facsimile: 604-988-3632
Email: ken@poynerbaxter.com

For Defendants:

David Morritt
Osler, Hoskin & Harcourt ^{LLP}
Barristers & Solicitors
100 King Street West
1 First Canadian Place
Suite 6100, P.O. Box 50
Toronto, Ontario M5X 1B8
Telephone: 416-862-6723
Facsimile: 416-862-6666
Email: dmorritt@osler.com

The Parties have executed this Settlement Agreement as of the date on the cover page.

ANDREA HEWARD, ANDREW CHARLES HEWARD, KELLY HUTCHINS, DARLENE HUTCHINS, DANIEL WELLS, NANCY WELLS, NICOLE D'ALLAIRE, JACQUES GOSSELIN, RITA PELLETIER, MARC ESTRIN by his litigation guardian, AARON ESTRIN, and the said AARON ESTRIN

By: 

Name: Siskinds^{LLP}
Title: Counsel for Ontario Plaintiffs

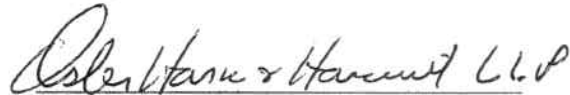
By: _____

Name: Poyner Baxter LLP
Title: Counsel for B.C. Plaintiffs

By: _____

Name: Siskinds, Desmeules
Title: Counsel for Quebec Plaintiffs

ELI LILLY & COMPANY and ELI LILLY CANADA INC.



By: Name: Osler Hoskin & Harcourt^{LLP}
Title: Counsel for the Defendants

per David Hammit

ANDREA HEWARD, ANDREW CHARLES HEWARD, KELLY HUTCHINS, DARLENE HUTCHINS, DANIEL WELLS, NANCY WELLS, NICOLE D'ALLAIRE, JACQUES GOSSELIN, RITA PELLETIER, MARC ESTRIN by his litigation guardian, AARON ESTRIN, and the said AARON ESTRIN

By: _____

Name: Siskinds^{LLP}
Title: Counsel for Ontario Plaintiffs

By:  _____

Name: Poyner Baxter LLP
Title: Counsel for B.C. Plaintiffs

By: _____

Name: Siskinds, Desmeules
Title: Counsel for Quebec Plaintiffs

ELI LILLY & COMPANY and ELI LILLY CANADA INC.

By: _____
Name: Osler Hoskin & Harcourt^{LLP}
Title: Counsel for the Defendants

ANDREA HEWARD, ANDREW CHARLES HEWARD, KELLY HUTCHINS, DARLENE HUTCHINS, DANIEL WELLS, NANCY WELLS, NICOLE D'ALLAIRE, JACQUES GOSSELIN, RITA PELLETIER, MARC ESTRIN by his litigation guardian, AARON ESTRIN, and the said AARON ESTRIN

By: _____

Name: Siskinds ^{LLP}
Title: Counsel for Ontario Plaintiffs

By: _____

Name: Poyner Baxter LLP
Title: Counsel for B.C. Plaintiffs

By:  _____

Name: Siskinds, Desmeules
Title: Counsel for Quebec Plaintiffs

ELI LILLY & COMPANY and ELI LILLY CANADA INC.

By: _____
Name: Osler Hoskin & Harcourt ^{LLP}
Title: Counsel for the Defendants

SCHEDULE A
OPT-OUT FORM

**ZYPREXA SETTLEMENT
OPT OUT FORM FOR RESIDENTS OF BRITISH COLUMBIA**

**THIS IS NOT A REGISTRATION FORM OR A CLAIM FORM.
IT EXCLUDES YOU FROM MAKING A CLAIM IN THE SETTLEMENT.
DO NOT USE THIS FORM IF YOU WANT TO RECEIVE BENEFITS UNDER THE SETTLEMENT.**

Name: _____
Mr. / Mrs. / Miss / Ms.

Current Address: _____
Apt/No/Street City Province Postal Code

Telephone: _____
Home: () Work or Cell: ()

Date of Birth: _____

Date of Death (if applicable): _____ Death Certificate Attached

Health Card #: _____

Identification of person signing this Opt Out Form (check only one):

- I used Zyprexa and am the above identified Primary Class Member. I am signing this Form to **EXCLUDE** myself from entitlement to benefits under the Zyprexa Settlement Agreement.
- I am the guardian, custodian, executor, administrator or court-appointed representative (a "Representative Claimant") of the above-identified Primary Class Member/Primary Claimant (or his/her estate). I am signing this Form to **EXCLUDE** myself and the Primary Class Member/ Primary Claimant identified above from entitlement to benefits under the Zyprexa Litigation Settlement. **NOTE:** For this Opt Out to be valid the "Representative Claimant" must attach a copy of the court order or other official document appointing them as the representative.

Purpose of Opting-Out (check only one):

- My current intention is to begin individual litigation against Eli Lilly Canada Inc. and Eli Lilly and Company to seek to recover damages related to the use of Zyprexa.
- I am opting-out of the class action for a reason other than to begin individual litigation against Eli Lilly Canada Inc. and Eli Lilly and Company to seek to recover damages related to the use of Zyprexa. I do not intend to begin individual litigation against Eli Lilly Canada Inc. and Eli Lilly and Company with respect to Zyprexa.

**I UNDERSTAND THAT BY OPTING OUT I WILL NEVER BE ELIGIBLE TO RECEIVE ANY
COMPENSATION PURSUANT TO THE ZYPREXA SETTLEMENT AGREEMENT**

DATE: ____/____/____
Year Mo. Day

Name of Primary Class Member or
Representative Claimant

Signature of Primary Class Member or
Representative Claimant

ALL OPT OUT FORMS MUST BE SUBMITTED BY ●, 2010 TO:

[claims administrator contact info]

SCHEDULE B

POINT DISTRIBUTION MATRIX FOR ELIGIBLE PRIMARY CLAIMANTS

SECTION 1 - INJURY (can only choose one, if qualify for more than one, choose the one with higher point value)	POINTS ALLOCATED
Hyperglycemia	10
Diabetes -- no medication necessary	40
Diabetes -- oral hypoglycaemic agent required	70
Diabetes -- insulin dependant	100
Diabetic Coma or Death	150
Aggravation of pre-existing diabetes	20
Diabetic Ketoacidosis	20
Pancreatitis	20
Total points for section 1	
SECTION 2 – SERIOUS SECONDARY INJURIES	
Developed one of the following serious secondary injuries flowing directly from diabetes:	If one or more of these conditions developed, add 100 points
Blindness	
Amputation	
Renal Failure	
Stroke	
Heart Attack	
Total points after section 2	

SECTION 3 - DATE OF FIRST PRESCRIPTION	
Between January 1, 2000 and December 31, 2003	Multiply total points after section 2 by 2
Total points after section 3	
SECTION 4 - EXCEPTIONAL CIRCUMSTANCES	
Please list any other special circumstances not already accounted for above (i.e. serious economic loss flowing directly from a diabetic injury or serious secondary injury flowing directly from diabetes that is not captured in section 2 above)	The claims administrator may, in exceptional circumstances, award up to an additional 50 points to any Eligible Claimant for substantiated circumstances evidencing hardship not otherwise provided for in the distribution list
Total points	

1. **THIS COURT ORDERS AND DECLARES** that the definitions set out in the Settlement Agreement apply to and are incorporated into this Order, with the exception that the definition of Class Member or Class Members is, for the purposes of this Order, as follows:
 - (a) all persons resident in Canada (excluding British Columbia and Quebec) who were prescribed and ingested the drug Zyprexa (generic name: olanzapine), at any time on or before June 6, 2007 and which was manufactured, marketed and/or sold or otherwise placed into the stream of commerce in Canada by Eli Lilly & Company and/or Eli Lilly Canada Inc; and
 - (b) all persons resident in Canada who by virtue of a personal relationship to one or more of such persons described in (a) above with a valid claim, have standing in this action pursuant to s. 61(1) of the *Family Law Act*, R.S.O. 1990, c. F.3, as amended (or the applicable provincial statutory provisions set out in Schedule "A", as applicable) if the defendants' liability to persons described in (a) is established.
2. **THIS COURT DECLARES** that the Settlement Agreement with its attached Schedules, attached hereto as Appendix "A", is fair, reasonable and in the best interests of Class Members;
3. **THIS COURT ORDERS** that the Settlement Agreement be and is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992*, and shall be implemented in accordance with its terms.
4. **THIS COURT DECLARES** that the Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the Representative Plaintiffs, upon all Class Members, upon Representative Claimants, and upon the Defendants.
5. **THIS COURT ORDERS AND DECLARES** that this Order, including the Settlement Agreement, is binding upon each Class Member, including those persons who are minors

or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* R.S.O. Reg. 194 are dispensed with in respect of this action.

6. **THIS COURT ORDERS** that each Class Member, personally and on behalf of their respective heirs, successors, executors, administrators, trustees, and assigns, and their affiliated, predecessor, successor and related companies, shall be deemed to have released and does hereby release and forever discharge the Releasees of the Released Claims.
7. **THIS COURT ORDERS** that any and all claims of the Provincial Health Insurers (excluding the Provincial Health Insurers in British Columbia and Quebec) are also hereby released on the following terms:

In consideration of the payments made to the Provincial Health Insurers set out in this Settlement Agreement, Provincial Health Insurers will be deemed to release and forever discharge the Defendants from any and all actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands whatsoever that were asserted or which could have been asserted by or on behalf of any Class Member relating to Zypresa. Provincial Health Insurers may not make any claims, or take or continue any proceedings against any person, partnership, corporation, or other entity who might claim contribution or indemnity or any other relief of a monetary, declaratory or injunctive nature from the Defendants in connection with the claims released in this Settlement Agreement.

8. **THIS COURT ORDERS** that [xxxxxxx] be appointed as the Claims Administrator.
9. **THIS COURT ORDERS** that the Claims Administrator execute its obligations as laid out in the Settlement Agreement.
10. **THIS COURT ORDERS** that the Settlement Matrix attached to the Settlement Agreement as Schedule "B" be and is hereby approved and shall be implemented in accordance with its terms.

11. **THIS COURT ORDERS** that the notices of settlement approval attached to the Settlement Agreement as Schedule "J" and Schedule "K" be and are hereby approved.
12. **THIS COURT ORDERS** that the notice of settlement approval be disseminated in accordance with the plan attached to the Settlement Agreement as Schedule "M".
13. **THIS COURT ORDERS AND ADJUDGES** that this Proceeding be and is hereby dismissed against the Defendants, without costs and with prejudice.

Date: _____, 2010

The Honourable Mr. Justice Cullity

SCHEDULE D

ORDER – CERTIFICATION & SETTLEMENT APPROVAL

No. S050483

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

B E T W E E N:

MARC ESTRIN by his litigation guardian,
AARON ESTRIN, and the said AARON ESTRIN

PLAINTIFFS

AND:

ELI LILLY CANADA INC. and ELI LILLY AND COMPANY

DEFENDANTS

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

ORDER

BEFORE) THE HONOURABLE) _____, THE day of _____
)) _____
)) 2010
))

THE APPLICATION OF the Plaintiffs, MARC ESTRIN by his litigation guardian, AARON ESTRIN, and the said AARON ESTRIN, coming on for hearing at Vancouver, B.C. this day; and on hearing, Counsel for the Plaintiffs, and Counsel for the Defendants, ELI LILLY CANADA INC. and ELI LILLY AND COMPANY, and;

ON READING the materials filed, including the Settlement Agreement dated _____, 2010, and on hearing the submissions of counsel for the Plaintiffs and counsel for the Defendants:

1. **THIS COURT ORDERS AND DECLARES** that the proceeding is certified as a class proceeding, pursuant to the *Class Proceedings Act*, RSBC 1996, c.50, for the purposes of settlement;
2. **THIS COURT ORDERS AND DECLARES** that the Class and Class Members are defined as:
 - (a) All persons resident in British Columbia who were prescribed and ingested the drug Zyprexa (generic name: olanzapine), at any time on or before June 6, 2007 (Primary Class Member), and
 - (b) All persons resident in Canada asserting rights derivatively by reason of their personal relationship with one or more of such persons described in (a) above with a valid claim (Derivative Class Member).
3. **THIS COURT ORDERS AND DECLARES** that MARC ESTRIN by his litigation guardian, AARON ESTRIN, and the said AARON ESTRIN be and are hereby appointed as the representative plaintiffs in the within proceeding for the purpose of settlement.
4. **THIS COURT ORDERS AND DECLARES** that the proceeding is certified for the purpose of settlement on the basis of the following common issue:
 - (a) Did the defendants breach a duty of care owed to the class by marketing and distributing Zyprexa in Canada?
5. **THIS COURT ORDERS AND DECLARES** that the definitions set out in the Settlement Agreement apply to and are incorporated into this Order, which is replaced with the definition of Class and Class Members above.

6. **THIS COURT DECLARES** that the Settlement Agreement with its attached Schedules, attached hereto as Appendix "A", is fair, reasonable and in the best interests of Class Members;
7. **THIS COURT ORDERS** that the Settlement Agreement be and is hereby approved pursuant to s. 35 of the *Class Proceedings Act* and shall be implemented in accordance with its terms.
8. **THIS COURT DECLARES** that the Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the Representative Plaintiffs, upon all Class Members, upon Representative Claimants, and upon the Defendants.
9. **THIS COURT ORDERS AND DECLARES** that this Order, including the Settlement Agreement, is binding upon each Class Member, including those persons who are minors or mentally incapable and the requirements of Rule 6 of the *Supreme Court Rules B.C.* Reg. 165/2009 are dispensed with in respect of this action.
10. **THIS COURT ORDERS** that each Class Member, personally and on behalf of their respective heirs, successors, executors, administrators, trustees, and assigns, and their affiliated, predecessor, successor and related companies, shall be deemed to have released and does hereby release and forever discharge the Releasees of the Released Claims.
11. **THIS COURT ORDERS** that any and all claims of the British Columbia Provincial Health Insurer are also hereby released on the following terms:

In consideration of the payments made to the British Columbia Health Insurer set out in this Settlement Agreement, the British Columbia Health Care Insurer will be deemed to release and forever discharge the Defendants from any and all actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands whatsoever that were

asserted or which could have been asserted by or on behalf of any Class Member relating to Zyprexa. The British Columbia Health Insurer may not make any claims, or take or continue any proceedings against any person, partnership, corporation, or other entity who might claim contribution or indemnity or any other relief of a monetary, declaratory or injunctive nature from the Defendants in connection with the claims released in this Settlement Agreement.

12. **THIS COURT ORDERS** that [xxxxxxx] be appointed as the Claims Administrator.
13. **THIS COURT ORDERS** that the Claims Administrator execute its obligations as laid out in the Settlement Agreement.
14. **THIS COURT ORDERS** that the Settlement Matrix attached to the Settlement Agreement as Schedule "B" be and is hereby approved and shall be implemented in accordance with its terms.
15. **THIS COURT ORDERS** that the notices of settlement approval attached to the Settlement Agreement as Schedule "J" and "K" be and are hereby approved.
16. **THIS COURT ORDERS** that notice of settlement approval be disseminated in accordance with the Plan attached to the Settlement Agreement as Schedule "M".
17. **THIS COURT ORDERS AND ADJUDGES** that this Proceeding be and is hereby dismissed against the Defendants, without costs and with prejudice.

Date: _____, 2010

The Honourable _____

SCHEDULE E

Quebec Order

COUR SUPÉRIEURE

**CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC**

N°200-06-000050-057:

Le ● 2010

SOUS LA PRÉSIDENTE DE : L'HONORABLE CARL LACHANCE, J.C.S.

NICOLE DALLAIRE, domiciliée et résidant au 252, rue des Agniers Charlesbourg (Québec)
G2M 1N7, district de Québec

ET

JACQUES GOSSELIN, domicilié et résidant au 150, rue Daigle, St-Raymond, (Québec),
G3L 2N8, district judiciaire de Québec ;

ET

RITA PELLETIER, domiciliée et résidant au 282, St-Joseph Est, appartement 404, Québec,
(Québec), G1K 3A9, district judiciaire de Québec ;

Requérants ;

c.

ELI LILLY CANADA INC., personne morale de droit privé constituée sous l'autorité des
lois de la province de l'Ontario, ayant une place d'affaires au 8565, route Transcanadienne, St-
Laurent (Québec), H4S 1Z6, district de Montréal

ET

ELI LILLY AND COMPANY, personne morale de droit privé créée sous l'autorité des lois
des États-Unis d'Amérique ayant son siège social au Lilly Corporate Center, Indianapolis, état
de l'Indiana, 46285, États-Unis ;

Intimées:

JUGEMENT

- [1] **CONSIDÉRANT** que les requérants et les intimées sont impliqués dans un litige de la nature d'un recours collectif;
- [2] **CONSIDÉRANT** la transaction intervenue entre les parties le ●;
- [3] **CONSIDÉRANT** la requête;
- [4] **CONSIDÉRANT** la preuve et les pièces au dossier;
- [5] **CONSIDÉRANT** l'absence de contestation et le consentement des intimées;
- [6] **CONSIDÉRANT** l'article 1025 du *Code de procédure civile* et l'article 63 du *Règlement de procédure civile de la Cour supérieure du Québec en matière civile*;
- [7] **CONSIDÉRANT** que la transaction proposée en l'instance paraît raisonnable, équitable, appropriée et dans le meilleur intérêt des membres du groupe;
- [8] **CONSIDÉRANT** les déclarations des procureurs, des parties et les représentations faites de part et d'autre;

PAR CES MOTIFS, LE TRIBUNAL

- [9] **ACCUEILLE** la requête;
- [10] **ACCORDE** aux requérants le statut de représentants du groupe suivant :

Tous les résidents du Québec qui ont consommé du Zyprexa (olanzapine) au Canada ou pour qui on a acheté du Zyprexa (olanzapine) au Canada (ci-après appelés «**consommateurs**») ou leurs représentants personnels, héritiers, ayants cause et fiduciaires (ci-après appelés «**réclamants représentants**») ainsi que tout autre résident du Québec revendiquant le droit de poursuivre les intimées ou toute autre partie quittancée indépendamment ou de façon dérivée en raison de leur lien de parenté avec un consommateur, incluant sans limitation les conjoints, les conjoints de fait, les partenaires de même sexe ainsi que les parents, grands-parents, frères, soeur ou les enfants par naissance, mariage ou adoption (ci-après appelés «**réclamants indirects**»).
- [11] **DÉCLARE** que la transaction est raisonnable, équitable, appropriée et dans le meilleur intérêt des membres du groupe;

- [12] **APPROUVE** la transaction;
- [13] **DÉCLARE** que la transaction dans son intégralité, version anglaise et française, (y compris le préambule et les annexes) fait partie du présent jugement et lie les requérants agissant à titre de représentants, les membres du groupe qui n'exercent pas l'option d'exclusion et les intimées,
- [14] **ORDONNE** aux requérants agissant à titre de représentants, aux membres du groupe qui n'exercent pas l'option d'exclusion et aux intimées de se conformer aux termes de la transaction;
- [15] **ORDONNE** que [XXXXXXXXXXXX] soit nommé administrateur des réclamations conformément à la transaction;
- [17] **ORDONNE** que des avis intégraux et abrégés conformes à ceux joints comme pièces et ●;
- [18] **DÉCLARE** le recours contre les intimées réglé à toutes fins que de droit;
- [19] **LE TOUT**, sans frais.

(_____)

M^e CLAUDE DESMEULES
Siskinds, Desmeules (casier 15)
Procureurs des requérants
M^e SYLVAIN LUSSIER
Osler, Hoskin & Harcourt
Procureur des intimées

Date d'audience : Le ●, 2010

SCHEDULE F

PROVINCIAL HEALTH INSURERS – SETTLEMENT DISTRIBUTION

Province	Settlement Amount
NFLD	\$31,500.00
PEI	\$8,550.00
NS	\$33,975.00
NB	\$40,050.00
QC	\$867,375.00
ON	\$687,150.00
MB	\$80,550.00
SK	\$21,375.00
AB	\$234,225.00
BC	\$245,250.00
Total	\$2,250,000.00

SCHEDULE G

CLAIMS ADMINISTRATION PROCEDURES

The procedures set forth herein are for the administration of the Settlement Agreement and for the submission, processing, approval, compensation, and appeal of individual claims pursuant to the Zyprexa Settlement Agreement. The procedures shall be implemented by the Claims Administrator, subject to the ongoing authority and supervision of the Courts. The Claims Administrator may adopt additional policies and procedures for the administration of the Settlement Agreement that are consistent with the Settlement Agreement and the Orders of the Courts.

1. ADMINISTRATION OF SETTLEMENT FUNDS

Following appointment by the Courts, the Claims Administrator shall receive directly from the Defendants all settlement funds provided for in Section 4 of the Settlement Agreement at the times outlined in the Settlement Agreement. The Claims Administrator shall invest the funds in the classes of securities provided in Section 26 of the *Trustee Act*, R.S.O. 1990, c.23, with all interest or other income on such funds being added to the monies in trust for the benefit of the Class Members and all costs and fees of the custodian and/or manager of the funds to be paid out of the interest or sole income on such funds. The Claims Administrator shall implement the Settlement Agreement so as to provide benefits to Eligible Claimants only, and in a timely manner designed to treat similarly situated Claimants as uniformly as reasonably possible and to minimize to the extent reasonably possible the administration and other transaction costs associated with the implementation of the Settlement Agreement. The Claims Administrator shall provide to Class Counsel and to Defendants' Counsel.

(a) periodically, and no less than 21 days before any proposed distribution is made, a list of the persons who the Claims Administrator has identified as Eligible Primary Claimants and the condition for which they propose to compensate each Eligible Primary Claimant or Representative Claimant ("List of Approved Claims"); and

(b) written monthly reports on distributions made and monies remaining in trust.

2. CLAIM FORMS AND CLAIM DEADLINE

Eligibility under the Settlement Agreement requires proper completion and execution of the claim form developed by the Claims Administrator in consultation with Class Counsel and Counsel for the Defendants ("Claim Form"). The Claims Administrator shall develop such other forms as it deems necessary for the implementation of the Settlement Agreement.

Claimants must submit their Claim Form, Product Ingestion Documentation, and Supporting Documentation (collectively, their "Submission") by the Claims Deadline. Any Claimant who fails to file their Submission in a timely manner will not be entitled to share in any distribution made in accordance with the Settlement Agreement, unless the Court orders, on application by a Claimant, that an extension of the Claims Deadline for that Claimant is in the interests of justice.

If the Court so orders, the Claims Administrator shall process and render a decision with respect to the disposition of the Claim in accordance with Schedule G.

3. PRODUCT INGESTION DOCUMENTATION

3.1 Proof of Zyprexa Ingestion

The Primary Claimant will be required to indicate on their signed Claim Form that they ingested Zyprexa for at least 90 days. In addition, to be deemed sufficient to establish that the Primary Claimant ingested Zyprexa for at least 90 days during the Class Period, "Product Ingestion Documentation" shall consist of:

- (a) pharmacy records; or
- (b) medical records reflecting a prescription for Zyprexa; or
- (c) if both (a) and (b) are not available, a written statement signed by the treating physician stating that the Primary Claimant was provided or prescribed Zyprexa and on what date such provision or prescription was made. Such statement cannot rest upon unacceptable and insufficient proof as outlined in Section 3.2 below, and it must be accompanied by an affidavit from the Primary Claimant or Representative Claimant stating:
 - the steps taken by the Claimant to obtain Product Ingestion Documentation as outlined in Subparagraphs 3.1(a) and (b) above; and
 - the responses, if any, to those steps.
- (d) if unable to provide Product Ingestion Documentation as outlined in Subsections 3.1(a), (b), and (c) above, the Claimant may submit to the Claims Administrator such other objective verification of the ingestion of Zyprexa as may be acceptable to the Claims Administrator. Such objective verification cannot rest upon unacceptable and insufficient proof as described in Section 3.2 below. Such other objective verification must be accompanied by an affidavit from the Claimant stating:
 - the steps taken by the Claimant to obtain Product Ingestion Documentation as outlined in Subparagraphs 3.1(a), (b), and (c) above; and
 - the responses, if any, to those steps.

Additionally, a sworn statement will be required stating that Primary Claimant ingested Zyprexa for at least 90 days following the prescription or provision of Zyprexa, and the date(s) on which ingestion occurred.

3.2 Unacceptable Product Ingestion Documentation

The following type of evidence shall be deemed to be unacceptable Product Ingestion Documentation:

- (a) statements from medical personnel describing their typical or general practices during a given time period, or a statement from the Primary Claimant or Representative Claimant or any other person that seeks to verify Zyprexa ingestion based upon recollection;
- (b) records, statements or other terminology which does not specifically identify Zyprexa as the drug prescribed.

The above is intended to be representative of unacceptable proof of product ingestion, without limiting the unacceptable nature of other types of evidence as the Claims Administrator shall determine.

4. SUPPORTING DOCUMENTATION

In addition to the Zyprexa Ingestion Documentation identified in section 3 above, additional Supporting Documentation must be provided as follows:

(a) **Adverse Events**

Medical records from a treating physician demonstrating diagnosis and/or treatment for one or more of the following:

- * Hyperglycemia
- * Diabetes -- no medication necessary
- * Diabetes -- oral medication required
- * Diabetes -- insulin dependant
- * Diabetic Coma or Death
- * Aggravation of pre-existing diabetes (as defined in the Settlement Matrix)
- * Diabetic Ketoacidosis
- * Pancreatitis

Medical records from a treating physician demonstrating development of one of the following serious secondary injuries flowing directly from diabetes:

- * Blindness
- * Amputation
- * Renal Failure

- * Stroke
- * Heart Attack

(b) Exceptional Circumstances

The Claims Administrator may, at his or her discretion, in exceptional circumstances, provide compensation to any person who is otherwise an Eligible Claimant for substantiated circumstances evidencing hardship not otherwise provided for in the Settlement Matrix, as set out at Schedule B of the Settlement Agreement. Claimants are required to provide details and sufficient proof of loss with respect to any other special circumstances such as serious economic loss flowing from a diabetic injury or serious secondary injury flowing from diabetes, not already captured in above list. Eligible Claimants are required to provide sufficient proof that the loss is caused by the diabetic injury or serious secondary injury and not from the underlying condition or illness for which the Claimant was taking Zyprexa.

If the Claimant is unable to obtain the documentation described above through the exercise of reasonable efforts, the Claims Administrator shall have the right to consider other supporting documentation. The Claimant shall obtain and shall bear the cost of obtaining copies of all Supporting Documentation and submitting such copies to the Claims Administrator. If the Supporting Documentation and the Claim Form and other submissions from the Claimant establish the Primary Claimant's condition and loss to the satisfaction of the Claims Administrator, the Claimant shall be entitled to receive the appropriate benefits.

5. GENERAL CLAIMS PROCESSING GUIDELINES

The Claims Administrator shall process all Claims in a cost-effective and timely manner.

5.1 Technical Deficiencies

- (a) If, during Claims processing, the Claims Administrator finds that technical deficiencies exist in a Claimant's Claim Form or Supporting Documentation that the Claims Administrator determines preclude the proper processing of such Claim, the Claims Administrator shall notify the Claimant via first class regular mail of the technical deficiencies, and shall allow the Claimant forty-five (45) days from the mailing of such notice to correct the deficiencies. If the deficiencies are not corrected within the forty-five (45) day period, the Claims Administrator shall reject the Claim. The Claimant will have no further opportunity to correct the technical deficiency;
- (b) Technical deficiencies referred to in Section 5.1(a) shall not include missing deadlines for submitting Claim Forms, or failing to file sufficient Supporting Documentation to support the Claim which has been made.

6. AUDIT PROVISIONS FOR CLAIMS ADMINISTRATOR

Claimants shall provide the Claims Administrator with an executed Medical Direction by or on behalf of the Primary Claimant, as prepared by the Claims Administrator in consultation with

Class Counsel. The Claims Administrator shall conduct audits of Claims in a manner deemed appropriate by the Claims Administrator to determine whether any such Claims reflect intentional fraud in any of the submissions relating to the Claims. Any Claim which is deemed by the Claims Administrator to be fraudulent shall cause the Claimant to be permanently disqualified from receiving any payment under this Settlement Agreement.

7. AUDIT PROVISIONS FOR DEFENDANTS

7.1 General Right of Audit

The Defendants shall have a right to audit any records that have been submitted to the Claims Administrator (the "Records"). The Claims Administrator shall cooperate with counsel for the Defendants in arranging inspection and/or copies of any of the Records.

7.2 Disputed Claims

Within 14 days after receiving the List of Approved Claims, the Defendants will notify the Claims Administrator of any Disputed Claim and the reason for disputing the claim ("Notice of Disputed Claim"). The Notice of Disputed Claim may be supported by additional material provided by the Defendants. If the Claims Administrator maintains that its proposed disposition of the Approved Claim is appropriate despite the Notice of Disputed Claim, the Claims Administrator will advise the Defendants of this decision (a "Confirmation Notice") and Defendants have a right to appeal the Disputed Claim to the Court, as set out in section 9 below.

8. NOTIFICATION OF CLAIM REVIEW

The Claims Administrator shall notify a Claimant of the final decision with respect to the disposition of their Claims and the points for which the Claimant is eligible via regular mail directed to their last mailing address provided by the Claimant to the Claims Administrator.

9. APPEALS OF CLAIMS DECISIONS

9.1 Procedure

- (a) Claimants will be granted a forty-five (45) day period from the date of mailing of such notification to appeal the classification or rejection of their Claim. No appeal is available with respect to Claims for Discretionary Points.
- (b) Within thirty (30) days after receiving a Confirmation Notice from the Claims Administrator, the Defendants can commence an appeal to the Courts in respect of the Disputed Claim. This appeal period may be extended or abridged if mutually agreed by the parties to ensure an efficient appeal process for Disputed Claims.
- (c) All appeals will be on the basis of written submissions only, with reference only to material previously provided to the Claims Administrator in accordance with this Schedule.
- (d) All appeals will be determined by the Courts. Appeals by or in respect of Claimants normally resident in Quebec shall be to the Quebec Court. Appeals by

or in respect of Claimants normally resident in British Columbia shall be to the British Columbia Court. Appeals by or in respect of Claimants normally resident in a province or territory other than in Quebec or in British Columbia shall be to the Ontario Court.

- (e) The Courts may appoint referees to review and make recommendations on all appeals. If referees are appointed their reasonable costs shall be paid from the settlement funds.

9.2 Final Decision

The judgment of the Courts respecting any appeal from the Claims Administrator's decision is final and binding and shall not be the subject of any further appeal or revision.

9.3 Expiration of Appeal Period

At the expiration of the appeal period, the Claims Administrator may make interim payments to Class Members whose Claims have been approved if the claim has not been appealed. The Claims Administrator shall consider the potential value of any appealed and known late Claims prior to making such interim payments, and shall reserve sufficient funds to pay disputed Claims. The Claims Administrator shall seek direction of the Courts if deemed necessary.

9.4 Final Payments

Final payments to "top up" awards paid to Class Members where Claims have been approved shall be reviewed as soon as practicable after the determination of the appeals, if any.

10. DERIVATIVE CLAIMANT SETTLEMENTS

10.1 Children of Eligible Primary Claimants

Children of Eligible Primary Claimants who are under the age of 18 on the date of the adverse event suffered by the Eligible Primary Claimant, and spouses of Eligible Primary Claimants (including common-law and same-sex), shall receive 8% of the amount awarded to the related Eligible Primary Claimant, subject to sections 10.3 and 10.4 below.

10.2 All other Derivative Claimants

All other Derivative Claimants (parents and children 18 or over) shall receive 2% of the amount awarded to the related Eligible Primary Claimant, subject to section 10.4 below.

10.3 Supporting Documentation for Derivative Claimants

In order to be eligible for compensation, Derivative Claimants must complete the Derivative Claim Form and proof of one's relationship to the Eligible Primary Claimant is required. For example:

- (a) Spouses must provide a copy of their marriage certificate or other document evidencing the relationship to the Eligible Primary Claimant;

- (b) Children of Eligible Primary Claimants must provide a birth certificate or other relevant documentation which establishes the date of birth of the Derivative Claimant, and, if the

last name of the child is different from that of the Eligible Primary Claimant, documentation which establishes that the Derivative Claimant is the child of the Eligible Primary Claimant.

10.4 Maximum Derivative Claimant Payments Per Family

In the event that an Eligible Primary Claimant has Derivative Claimants eligible for benefits the total of which benefits would exceed 20% of the amount awarded to the related Eligible Primary Claimant, the total benefits paid to Eligible Derivative Claimants shall be divided on a pro-rata basis with the total derivative payments equal to 20% of the amount awarded to the related Eligible Primary Claimant.

10.5 Derivative Claimant Settlement Payment Provisions

- (a) Compensation which is payable to a Derivative Claimant who is a child of an Eligible Primary Claimant who is, at the time of payment, is 18 years of age or older, shall be paid directly to the said infant claimant.
- (b) For Eligible Derivative Claimants who are under age 18 at the time of payment, payments under \$5,000.00 shall be paid to the related Eligible Primary Claimant or Representative Claimant in trust, while payments of \$5,000.00 or more shall be paid into Court unless otherwise ordered by the Court.

11. MISCELLANEOUS

11.1 Timeliness of Submissions

All submissions by Claimants to the Claims Administrator relating to a Claim shall be made in paper form transmitted via regular first class mail or delivery by courier. All submissions by mail shall be conclusively deemed to have been submitted to the Claims Administrator on the postmark date of such mail. All submissions delivered to the Claims Administrator by overnight or other courier shall be conclusively deemed to have been submitted to the Claims Administrator on the date the submissions were deposited with the overnight or other courier. These provisions shall determine the timeliness of any submissions to the Claims Administrator. Submissions to the Claims Administrator by any other means, including without limitation facsimile or electronic mail, shall not be considered timely unless such materials are also submitted to the Claims Administrator via mail or delivery by the Claim Deadline.

11.2 Call Centre

The Claims Administrator shall establish a toll-free call centre for the assistance of Class Members and may devise such other means as the Claims Administrator deems appropriate to provide Claimants with information on the status of their Claims. The toll-free call centre and all other means of communication shall be available in both French and English.

11.3 Correspondence with Class Members

All written communications from the Claims Administrator to a Class Member shall be transmitted via regular first class mail to the last address provided by the Class Member to the Claims Administrator. Such written communications shall be directed to the Class Member's legal counsel, if the Class Member is represented by counsel. Payments by the Claims Administrator to a represented Claimant shall be made to the Claimant's counsel in trust for the Claimant. The Claimant (and legal counsel to a represented Claimant) shall be responsible for

apprising the Claims Administrator of the Claimant's and counsel's correct and current mailing address. The Claims Administrator shall have no responsibility for locating Claimants for any mailing returned to the Claims Administrator as undeliverable. The Claims Administrator shall have the discretion, but is not required, to reissue payments to Claimants returned as undeliverable under such policies and procedures as the Claims Administrator deems appropriate.

11.4 Surplus Settlement Monies

If, within twelve (12) months of the payments being issued to Claimants from the Claims Administrator, a balance exists in the trust account as a result of returned or un-cashed cheques, interest earned on the Settlement Amount and not allocated to claimants, or any other surplus monies, the balance in the trust account shall be paid in the following manner:

- 1) 50% to the Canadian Red Cross; and
- 2) 50% to Doctors Without Borders.

11.5 Legal Counsel to Claimants

A Claimant shall be considered to be represented by legal counsel in connection with a Claim only if the Claims Administrator has received written notice signed by the Claimant of the identity of the Claimant's counsel. A Claimant may discontinue such representation at any time by written notice to the Claims Administrator. No liens or claims for counsel fees or costs may be asserted against the Claims Administrator or the funds held by the Claims Administrator at any time.

11.6 Preservation and Disposition of Claim Submissions

The Claims Administrator shall preserve, in hard copy or electronic form, as the Claims Administrator deems appropriate, the submissions relating to a Claim, until the termination of one (1) year after the last Claim has been paid out and/or after any appeals have been dealt with and at such time shall dispose of the submissions by shredding or such other means as will render the materials permanently illegible.

11.7 Assistance to the Claims Administrator

The Claims Administrator shall have the discretion to enter into such contracts and obtain financial, accounting, and other expert assistance as are reasonably necessary in the implementation of the Settlement Agreement.

11.8 Taxation of the Funds

The Claims Administrator shall take all reasonable steps to minimize the imposition of taxes upon the monies in trust, and shall have the discretion to pay any taxes imposed on such monies out of the monies in trust.

SCHEDULE H
SHORT FORM NOTICE OF HEARING - SETTLEMENT APPROVAL

**HAVE YOU USED
ZYPREXA (OLANZAPINE)?**

**IF YOU OR SOMEONE CLOSE TO YOU TOOK ZYPREXA (OLANZAPINE) PRIOR TO
JUNE 6, 2007, PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR
LEGAL RIGHTS AND YOU MAY BE ELIGIBLE FOR COMPENSATION.**

ZYPREXA (olanzapine) is an antipsychotic drug which is prescribed for the treatment of schizophrenia and related psychotic disorders and bipolar I disorder.

Class action lawsuits were initiated in Ontario, British Columbia and Quebec, alleging that Eli Lilly Canada Inc. and Eli Lilly and Company (the "Defendants") negligently manufactured, marketed and sold ZYPREXA (olanzapine) without properly warning of alleged risks of diabetes and related disorders such as hyperglycemia, ketoacidosis and pancreatitis. The defendants deny the plaintiffs' allegations and deny any wrongdoing or liability. The court has not taken any position as to the truth or merits of the claims or defences asserted by either side. The allegations made by the plaintiffs have not been proven in court.

If you, or a family member in your care, ingested ZYPREXA (olanzapine) prior to June 6, 2007 and developed diabetes, hyperglycemia, ketoacidosis or pancreatitis potentially associated with its use, you may be entitled to compensation. Not all class members will be eligible for compensation.

A Settlement Agreement has been reached. If you or someone close to you used ZYPREXA (olanzapine) prior to June 6, 2007, you should immediately review the full legal notice in this matter to ensure you understand your legal rights. A copy of the full legal notice can be viewed at www.classaction.ca (English and French), www.classproceedings.ca, and www.poynerbaxter.com or can be obtained from contacting Class Counsel as listed below.

The settlement is based upon the average Eligible Claimant receiving approximately \$12,000 although this is not an estimate of what a particular Eligible Claimant might receive.

This notice does not constitute medical advice. Patients who have been prescribed ZYPREXA should consult with their physicians if they have any questions with respect to their medical condition and should not stop taking ZYPREXA without consulting their health care professional.

In the Ontario Class Proceeding lawsuit, which covers all of Canada, except British Columbia and Quebec, a settlement approval hearing has been scheduled for _____, 2010, at 10:00 a.m. in the city of Toronto. In the Quebec Class Proceeding lawsuit, a settlement approval hearing has been scheduled for _____, 2010, at 10:00 a.m. in room 3.20 at the Quebec City Courthouse. In the British Columbia Class Proceeding, a certification and settlement approval hearing has been scheduled for _____, 2010 at 9:00 a.m. in the city of Vancouver. At these hearings, the Ontario, Quebec and British Columbia Courts will determine whether the Settlement Agreement is fair, reasonable, and in the best interests of Class Members.

All written submissions received by the appropriate Class Counsel by May _____, 2010 will be considered at the settlement approval hearings. If you support the settlement, you do not have to do anything at this time and further notice will be published following the settlement approval hearings. This will contain details of the procedure to be followed by class members making claims for compensation.

Class Counsel can be reached as follows:

In all provinces other than British Columbia and Quebec:	Siskinds LLP 680 Waterloo Street London ON N6A 3V5	In British Columbia:	Poyner Baxter, LLP 408-145 Chadwick Court North Vancouver, BC V7M 3K1
	Matthew Baer Tel: (800) 481-6166 x7782 Email: matt.baer@siskinds.com		Ken Baxter Tel: (504) 565-8321 Email: info@poynerbaxter.com
	Stevensons LLP 144 Front Street West, Suite 400 Toronto, ON M5J 2L7	In Quebec:	Siskinds, Desmeules, LLP 43 Rue Beaud, Box 320 Quebec City, Quebec G1R 4A2
	Daniel McConville		Nathalie Boulay

Tel. (666) 940-8328
Email: droccheville@stevensonlaw.net

Tel. (418) 694-2009
Email: nathalie.bouhy@saskircksdesmeules.com

PUBLICATION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE
ONTARIO, QUEBEC AND BRITISH COLUMBIA COURTS

SCHEDULE I
LONG FORM NOTICE OF HEARING - SETTLEMENT APPROVAL

ZYPREXA (OLANZAPINE) CLASS ACTION
NOTICE OF SETTLEMENT APPROVAL HEARING

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS.

TO ALL CLASS MEMBERS:

To all Canadian residents who took ZYPREXA ("Primary Claimants") on or before June 6, 2007 or their personal representatives, heirs, assigns and trustees ("Representative Claimants"), and any other residents of Canada asserting the right to sue the Defendants by reason of their familial relationship with a Primary Claimant, including spouses, common law spouses, same-sex partners, as well as parents and children by birth, marriage or adoption ("Derivative Claimants").

Purpose of this Notice

ZYPREXA (olanzapine) is an antipsychotic drug which is prescribed for the treatment of schizophrenia and related psychotic disorders, and bipolar I disorder.

Class action lawsuits were initiated in Ontario, British Columbia and Quebec, alleging that Eli Lilly Canada Inc. and Eli Lilly and Company (the "Defendants"), negligently manufactured, marketed and sold ZYPREXA without properly warning of alleged risks of diabetes, and related complaints such as hyperglycemia, ketoacidosis, and pancreatitis, potentially associated with its use. The court has not taken any position as to the truth or merits of the claims or defences asserted by either side. The allegations made by the plaintiffs have not been proven in court. The Defendants denied and continue to deny the allegations against them in these lawsuits.

Without any admission of liability or wrongdoing, a Settlement Agreement has been reached. If you would like a copy of the Settlement Agreement, it is available at www.classaction.ca (English and French), www.classproceedings.ca, and www.poynerbaxter.com or a copy can be obtained from contacting Class Counsel as listed below.

This notice does not constitute medical advice. Patients who have been prescribed ZYPREXA should consult with their physicians if they have any questions with respect to their medical condition and should not stop taking ZYPREXA without consulting their health care professional.

Approval of the Settlement Agreement

In order for the settlement to become effective, it must be approved by the Courts. A motion to approve this Settlement Agreement will be heard by the Ontario Superior Court of Justice in the city of Toronto on _____, 2010 at 10:00 a.m., the Superior Court of Quebec, in Quebec City on _____, 2010 at 10:00 a.m. in room 3.26 of the Quebec City Courthouse, and the British Columbia Supreme Court, in the city of Vancouver on _____, 2010 at 9:00 a.m. At these hearings the courts will determine whether the Settlement Agreement is fair, reasonable and in the best interests of Class Members. All timely filed written submissions from Class Members will be considered at these times.

If you wish to comment or make an objection to the Settlement Agreement, you must deliver a written submission to the appropriate Class Counsel addresses listed below by _____, 2010. Class Counsel will forward such submissions to the appropriate court. If you support the settlement, you do not have to do anything at this time and further notice will be published following the settlement approval hearings. This will contain details of the procedure to be followed by class members making claims for compensation.

Should the Settlement Agreement receive final approval, further Notices will be published at www.classaction.ca (English and French), www.classproceedings.ca, and www.poynerbaxter.com or a copy can be obtained from contacting Class Counsel as listed below, and will be disseminated pursuant to the Settlement Agreement.

Distribution Protocol If the Settlement Agreement is approved by the courts, the settlement payments will be paid out in accordance with the Settlement Agreement which can be found on the websites listed below. Primary Claimants or Representative Claimants may be eligible to receive benefits based on several criteria which are outlined in the Settlement Agreement and Schedule B of the Settlement Agreement. In addition, Derivative Claimants may also be eligible for benefits.

- Summary of Settlement Agreement**
- The Defendants, while not admitting liability, will pay a sum of approximately \$17,750,000.00 subject to a possible reversion or top-up to settle the claims of all Eligible Claimants (Primary Claimants or Representative Claimants and Derivative Claimants).
 - Claimants may be eligible to receive settlement payments if they took ZYPREXA prior to June 8, 2007 and suffered an injury which is compensated under the Settlement Agreement, including diabetes, hyperglycemia, ketoacidosis or pancreatitis.
 - The settlement is based upon the average Eligible Claimant receiving approximately \$12,000 although this is not an estimate of what a particular Eligible Claimant might receive.
 - Any arguments based on statutes of limitations, prescription or repose shall be waived for Class Members participating in the settlement.
 - The timing and the process for filing a claim will be available in a further notice to be published after the settlement is approved by the Courts.
 - Derivative Claimants may be eligible to receive settlement payments.
 - Provincial Health Insurers will share a fund of \$2,250,000.00 which shall be in full satisfaction of medical services provided or to be provided to eligible Primary Claimants.

Further Details regarding the Settlement Agreement may be viewed at www.classaction.ca (English and French), www.classproceedings.ca, and www.poynerbaxter.com or a copy can be obtained from contacting Class Counsel as listed below.

Opting Out The deadline for opting-out has already passed in all provinces except British Columbia.

At the settlement approval hearing in British Columbia, the Plaintiffs intend to ask the Court to approve terms whereby all persons who come within the class definition will automatically be included in the class unless they exclude themselves from the class ("Opt-Out").

The deadline and procedure for opting-out and the effect of doing so will be reviewed at the British Columbia hearing and those details will be available in a further notice to be published after the Settlement Agreement is approved by the courts.

Legal Fees Class Counsel will seek court approval of legal fees not to exceed 25% of the total settlement benefits plus disbursements and applicable taxes. The settlement provides that the Defendants will contribute up to \$4,500,000 towards Class Counsel legal fees and up to \$500,000 towards disbursements as approved by the Courts.

Further Information: For Further information Please Contact Class Counsel at, either:

In all provinces other than British Columbia and Quebec:	Siskinds LLP 580 Waterloo Street London ON N6A 3V8	In British Columbia:	Poyner Baxter, LLP 406-145 Chadwick Court North Vancouver, BC V7M 3K1
	Matthew Baer Tel: (905) 461-6166 x7752 Email: matt.baer@siskinds.com		Ken Baxter Tel: (604) 966-6321 Email: info@poynerbaxter.com
	Steversons LLP 144 Front Street West, Suite 400 Toronto, ON M5J 2L7	In Quebec:	Siskinds, Desmeules, LLP 43 Rue Buade, Bur 320 Quebec City, Quebec G1R 4A2
	Daniel McConville		Nathalie Boulay

Tel.: (866) 940-8329
Email: drnccorville@stevensonlaw.net

Tel.: (418) 694-2039
Email: nathalie.boutay@siskindsdesmeules.com

This Notice has been authorized by the Ontario, British Columbia and Quebec Courts

SCHEDULE J

SHORT FORM NOTICE OF SETTLEMENT APPROVAL

HAVE YOU USED ZYPREXA (OLANZAPINE)?

IF YOU OR SOMEONE CLOSE TO YOU HAS USED ZYPREXA (OLANZAPINE) PRIOR TO JUNE 6, 2007, PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS AND YOU MAY BE ELIGIBLE FOR COMPENSATION

ZYPREXA (olanzapine) is an antipsychotic drug which is prescribed for the treatment of schizophrenia and related psychotic disorders and bipolar I disorder.

Class action lawsuits were initiated in Ontario, British Columbia and Quebec, alleging that Eli Lilly Canada Inc. and Eli Lilly and Company (the "Defendants") negligently manufactured, marketed and sold ZYPREXA (olanzapine) without properly warning of alleged risks of diabetes and related disorders such as hyperglycemia, ketoacidosis and pancreatitis. The Defendants deny the plaintiffs' allegations and deny any wrongdoing or liability. The court has not taken any position as to the truth or merits of the claims or defences asserted by either side. The allegations made by the plaintiffs have not been proven in court.

If you, or a family member in your care, ingested ZYPREXA (olanzapine) prior to June 6, 2007 and developed diabetes, hyperglycemia, ketoacidosis or pancreatitis potentially associated with its use, you may be eligible to receive compensation.

A Settlement Agreement has been reached and approved by the courts. If you or someone close to you used ZYPREXA (olanzapine) prior to June 6, 2007, you should immediately review the full legal notice in this matter to ensure you understand your legal rights. A copy of the full legal notice and the claim form can be viewed at www.classaction.on (English and French), www.classproceedings.ca, and www.poynerbaxter.com or can be obtained from contacting Class Counsel as listed below or by contacting the Claims Administrator.

This notice does not constitute medical advice. Patients who have been prescribed ZYPREXA should consult with their physicians if they have any questions with respect to their medical condition and should not stop taking ZYPREXA without consulting their health care professional.

Claim forms must be completed by XXXX XXXX, 2010.

The Claims Administrator can be reached at 1-800-XXX-XXXX.

Class Counsel can be reached as follows:

In all provinces other than British Columbia and Quebec:	Siskinds LLP 680 Waterloo Street London ON N6A 3V8	In British Columbia:	Poyner Baxter, LLP 408-145 Chadwick Court North Vancouver, BC V7M 3K1
	Matthew Baer Tel.: (800) 491-6199 x7782 Email: matt.baer@siskinds.com		Ken Baxter Tel.: (604) 988-6321 Email: info@poynerbaxter.com
	Stevenson LLP 144 Front Street West, Suite 400 Toronto, ON M5J 2L7	In Quebec:	Siskinds, Desmeules, LLP 43 Rue Duade, Sur 320 Quebec City, Quebec G1R 4A2
	Daniel McConville Tel.: (606) 940-8329 Email: dmcconville@stevensonlaw.net		Nathalie Boulay Tel.: (416) 694-2009 Email: nathalie.boulay@siskindsdesmeules.com

PUBLICATION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE

ONTARIO, QUEBEC AND BRITISH COLUMBIA COURTS

SCHEDULE K

LONG FORM NOTICE OF SETTLEMENT APPROVAL

ZYPREXA (OLANZAPINE) CLASS ACTION NOTICE OF SETTLEMENT APPROVAL

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS

TO ALL CLASS MEMBERS:

To all Canadian residents who took ZYPREXA ("Primary Claimants") on or before June 6, 2007 or their personal representatives, heirs, assigns and trustees ("Representative Claimants"), and any other residents of Canada asserting the right to sue the Defendants by reason of their familial relationship with a Primary Claimant, including spouses, common law spouses, same-sex partners, as well as parents and children by birth, marriage or adoption ("Derivative Claimants").

ZYPREXA (olanzapine) is an antipsychotic drug which is prescribed for the treatment of schizophrenia and related psychotic disorders, and bipolar I disorder.

Please be advised that the Ontario, Quebec and British Columbia Courts have approved the ZYPREXA Settlement Agreement reached in class actions in Ontario, Quebec and British Columbia, which alleged that Eli Lilly Canada Inc. and Eli Lilly and Company (the "Defendants") negligently manufactured, marketed and sold ZYPREXA without properly warning of alleged risks of diabetes and related complaints potentially associated with its use.

The Defendants deny the plaintiffs' allegations and deny any wrongdoing or liability. The court has not taken any position as to the truth or merits of the claims or defences asserted by either side. The allegations made by the plaintiffs have not been proven in court.

If you would like a copy of the Settlement Agreement, it is available on Class Counsel's website at www.classaction.ca (English and French), www.classproceedings.ca, and www.poynerbaxter.com or a copy can be obtained from contacting Class Counsel as listed below or by contacting the Claims Administrator.

This notice does not constitute medical advice. Patients who have been prescribed ZYPREXA should consult with their physicians if they have any questions with respect to their medical condition and should not stop taking ZYPREXA without consulting their health care professional.

To be entitled in payment, Class Members, including Primary Claimants, Representative Claimants and Derivative Claimants, must file a claim with the Claims Administrator by [DATE] in the manner described below.

Summary of Settlement Agreement

- The Defendants, while not admitting liability, will pay a sum of approximately \$17,750,000.00, subject to a possible reversion or top-up, to settle the claims of all eligible claimants (Primary Claimants or Representative Claimants and Derivative Claimants).
- Claimants may be eligible to receive settlement payments if they took ZYPREXA before June 6, 2007 and then suffered an injury which is compensated under the Settlement Agreement, including diabetes, hyperglycemia, ketoacidosis or pancreatitis.
- The size of the payments will be based on the total number of approved claims and the severity of injuries.
- Any arguments based on statutes of limitations, prescription or repose shall be waived for Class Members.

participating in the settlement.

- Class Members have until [DATE] to file a Claim.
- Derivative Claimants may be eligible to receive settlement payments.
- Provincial Health Insurers will share a fund of \$2,250,000.00 which shall be in full satisfaction of medical services provided or to be provided to Eligible Primary Claimants.

Opting Out – British Columbia Residents ONLY

The deadline for opting-out has already passed in all provinces, except British Columbia.

All persons who come within the class definition, in British Columbia, are automatically included in the class unless they exclude themselves from the class ("Opt-Out"). To Opt-Out, a British Columbia Class Member will have to complete, sign and return an "Opt-Out Form" postmarked or deposited by courier by [DATE]. If a British Columbia Class Member does not timely and properly Opt-Out or does not timely and properly make a claim under the Settlement Agreement, he or she will be forever barred from receiving any payments under the Settlement Agreement, and from instituting any action against the Defendants and/or Released Parties related to the use of ZYPREXA.

Legal Fees

The Ontario, Quebec and British Columbia Courts have awarded legal fees, expenses and applicable taxes to Class Counsel in the total amount of \$XXX. Class Counsel were retained on a contingency basis. Class Counsel were responsible for funding all disbursements incurred in pursuing this litigation. Pursuant to the Settlement Agreement, the Defendants agreed to pay up to \$4,500,000 towards Class Counsel legal fees and up to \$500,000 towards Class Counsel disbursements.

Claimants may, but are not obliged to retain their own lawyers to assist them in making individual claims under the Settlement Agreement. Claimants are responsible for paying the legal fees of any lawyer they retain. Submitting a Claim under the Settlement Agreement is considerably less complex and less expensive than pursuing an individual lawsuit and this should be kept in mind when entering into any percentage fee contingency fee agreement with legal counsel.

Important Deadlines

[DATE] Deadline for British Columbia Claimants to Opt-Out of the Settlement Agreement

[DATE] Deadline to File a claim

Because of the deadlines, you must act without delay.

Further Information

A complete copy of the Settlement Agreement, including a detailed instruction package on how to obtain a claim form or Opt-Out Form are available at www.classaction.ca (English and French), www.classproceedings.ca, and www.poynerbaxter.com. To obtain a paper copy of the detailed instruction package and a claim form or Opt-Out Form, please call the Claims Administrator at (●).

For Further Information Please contact Class Counsel, at either:

In all provinces other than British Columbia and Quebec:

Siskinds LLP
680 Waterloo Street
London ON N6A 3V8

Matthew Baer
Tel: (800) 461-6166 x7782
Email: matt.baer@siskinds.com

Stevenson LLP
144 Front Street West, Suite 400
Toronto, ON M5J 2L7

Daniel McConville
Tel: (866) 940-8329
Email: dmcconville@stevensonlaw.net

In British Columbia:

Poyner Baxter, LLP
488-145 Chadwick Court
North Vancouver, BC V7M 3K1

Ken Baxter
Tel: (604) 968-6321
Email: kinfo@poynerbaxter.com

in Quebec:

Siskinds, Desmeules, LLP
43 Rue Buade, Bur 320
Quebec City, Quebec G1R 4A2

Nathalie Boulay
Tel: (418) 694-2009
Email: nathalie.boulay@siskindsdesmeules.com

This Notice has been authorized by the Ontario, British Columbia and Quebec Courts

SCHEDULE L

METHOD OF DISSEMINATING NOTICE OF APPROVAL HEARING

The Short Form Notice shall be:

- (a) published once in the following newspapers:
 - (i) The Globe & Mail (National Edition)
 - (ii) The Gazette (English Quebec)
 - (iii) Le Soleil (French Quebec)
 - (iv) La Presse (French Quebec)
 - (v) Le Journal de Quebec (French Quebec)
 - (vi) Le Journal de Montreal (French Quebec)
 - (vii) The Sun (Vancouver, British Columbia), and

- (b) sent to the following organizations with a cover letter stating "We are writing to inform you there has been a resolution to the Canadian Zyprexa class action. Enclosed is a copy of the notice advising individuals of the settlement. We request that you please take reasonable steps to bring this information to the attention of your members. A further notice will be published once the settlement has been approved by the courts which will explain how individuals can make a claim."
 - (i) Schizophrenia Society of Canada
 - (ii) Schizophrenia Society of Alberta
 - (iii) Schizophrenia Society of British Columbia
 - (iv) Schizophrenia Society Saskatchewan
 - (v) Manitoba Schizophrenia Society
 - (vi) Schizophrenia Society of Ontario
 - (vii) Schizophrenia Society of New Brunswick
 - (viii) Schizophrenia Society of Prince Edward Island
 - (ix) Schizophrenia Society of Nova Scotia
 - (x) Schizophrenia Society of Newfoundland & Labrador

- (xi) Canadian Mental Health Association
- (xii) Canadian Psychiatric Association
- (xiii) Mood Disorders Society of Canada
- (xiv) British Columbia Psychiatric Association
- (xv) Societe Quebecoise de la Schizophrenie.

The Full Legal Notice shall be:

- (a) posted on the websites at www.classaction.ca (English and French), www.classproceedings.ca, www.poynerbaxter.com and www.zyprexa.classaction.ca; and
- (b) sent by direct mail to anyone requesting a copy.

SCHEDULE M

DISSEMINATION OF NOTICE OF SETTLEMENT APPROVAL

The Short Form Notice shall be:

- (a) published twice in the following newspapers (one Wednesday, one Saturday):
 - (i) The Globe & Mail (National Edition)
 - (ii) The Sun (Vancouver, British Columbia)
 - (iii) Vancouver Province (Vancouver, British Columbia)
 - (iv) Times Columnist (Victoria, British Columbia)
 - (v) Journal (Edmonton, Alberta)
 - (vi) Herald (Calgary, Alberta)
 - (vii) Leader Post (Regina, Saskatchewan)
 - (viii) Free Press (Winnipeg, Manitoba)
 - (ix) Star (Toronto, Ontario)
 - (x) Sun (Toronto, Ontario)
 - (xi) Citizen (Ottawa, Ontario)
 - (xii) Spectator (Hamilton, Ontario)
 - (xiii) Star (Windsor, Ontario)
 - (xiv) Le Journal de Quebec (French - Quebec)
 - (xv) Le Journal de Montreal (French - Quebec)
 - (xvi) The Gazette (English - Montreal, Quebec)
 - (xvii) Le Novelliste (French - Quebec)
 - (xviii) La Tribune (French - Quebec)
 - (xix) Le Quotidien (French - Quebec)
 - (xx) L'Actualite (French - Quebec)
 - (xxi) Times-Transcript (Moncton, New Brunswick)
 - (xxii) Chronicle (Halifax, Nova Scotia)
 - (xxiii) Guardian (Charlottetown, Prince Edward Island) and
 - (xxiv) Telegram (St. John's, Newfoundland);

- (b) published in the earliest possible edition of the following magazines:
 - (i) The Canadian Edition of SZ Magazine, and
 - (ii) Canadian Medical Association journal,

- (c) sent to the following organizations with a cover letter the form and content of which will be agreed to by the Parties:
 - (i) Schizophrenia Society of Canada
 - (ii) Schizophrenia Society of Alberta
 - (iii) Schizophrenia Society of British Columbia
 - (iv) Schizophrenia Society Saskatchewan
 - (v) Manitoba Schizophrenia Society
 - (vi) Schizophrenia Society of Ontario
 - (vii) Schizophrenia Society of New Brunswick
 - (viii) Schizophrenia Society of Prince Edward Island
 - (ix) Schizophrenia Society of Nova Scotia
 - (x) Schizophrenia Society of Newfoundland & Labrador
 - (xi) Canadian Mental Health Association
 - (xii) Canadian Psychiatric Association
 - (xiii) Mood Disorders Society of Canada
 - (xiv) British Columbia Psychiatric Association
 - (xv) Societe Quebecoise de la Schizophrenie; and

- (d) posted on the website of the Diabetes Association of Canada at www.diabetes.ca if they consent.

The Full Legal Notice shall be:

- (a) posted on the websites at www.classaction.ca (English and French), www.classproceedings.ca, www.poynerbaxter.com and www.zyprexaaction.ca; and
- (b) sent by direct mail to anyone requesting a copy.

A press release, the form and content of which will be agreed to by the Parties, will be issued to English and French media outlets across Canada to the extent agreed between the Parties.