Canada

Province of Ontario
Province of Quebec

In re: Stadol NS

Canada-Wide Class Proceedings

This Agreement relates to the certification of Class Proceedings and approval of their Settlement

NANCY DOUCETTE and RANDY DOUCETTE Plaintiffs and BRISTOL-MYERS SQUIBB CANADA CO. and BRISTOL-MYERS SQUIBB COMPANY Defendants	PROVINCE OF ONTARIO Ontario Superior Court of Justice London, Ontario Court File No.: 38054 CP
RICHARD FRANK ULLMAN and GEORGE ULLMAN Petitioners v. BRISTOL-MYERS SQUIBB CANADA CO. and BRISTOL-MYERS SQUIBB COMPANY Respondents	PROVINCE OF QUEBEC Superior Court of Quebec, District of Quebec (Class Actions) No.: 200-06-000027-022

CANADA-WIDE STADOL NS LITIGATION SETTLEMENT AGREEMENT

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Exhibits A to E follow.

CANADA-WIDE STADOL NS LITIGATION
SETTLEMENT AGREEMENT

1. PREAMBLE & RECITALS

Nancy Doucette and Randy Doucette, in their capacity as the representative plaintiffs in Ontario Court File No. 38054 CP (London) (the "Ontario Proceeding"), and Richard Frank Ullman and George Ullman, in their capacity as the representative plaintiffs in Quebec Court File No. 200-06-000027-022 (the "Quebec Proceeding") (collectively, the "Plaintiffs") (collectively, the "Proceedings"), and the defendants, Bristol-Myers Squibb Canada Co., and Bristol-Myers Squibb Company (collectively, the "Defendants") (collectively, the "Parties"), hereby enter into this settlement agreement (the "Settlement Agreement") providing for the settlement of claims arising from, without limitation, the manufacture, marketing, sale, distribution, labelling and use of Butorphanol Tartrate in the form of a nasal spray under the product name Stadol NS ("Stadol NS"), pursuant to the terms and conditions set forth herein, subject to approval of the Courts as set forth herein;

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 of Stadol NS purchased in Canada by or for residents of Canada during the Class Period;

WHEREAS, the Parties shall seek certification of the Proceedings at the same time as approval of this Settlement Agreement in both Proceedings;

WHEREAS, the Plaintiffs' counsel, namely the law firms Siskind, Cromarty, Ivey & Dowler^{LLP}, Docken & Company, and Siskinds, Desmeules, avocats (Desmeules, Eizenga, Strickland, Wright senc) (collectively, "Class Counsel"), have conducted settlement negotiations with the Defendants;

WHEREAS, the Defendants, notwithstanding their consent to the certification of the Proceedings and approval of this Settlement Agreement, have denied and continue to deny any wrongdoing or liability of any kind to Class Members;

WHEREAS, the Parties agree that Class Members have the right to exclude themselves from the Proceedings by exercising the right to opt out pursuant to section 9 of the *Class Proceedings Act, 1992*, S.O. 1992, c.6 (the "CPA") or under Sections 1007 and 1008 of the Quebec *Code of Civil Procedure*, R.S.Q, c. C-25 (the "Code") and as provided herein;

WHEREAS, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement provides substantial benefits to Class Members and is fair, reasonable, and in the best interests of Class Members based on an analysis of the facts and the law applicable to claims of Class Members, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective and assured method provided in this Settlement Agreement of resolving the claims of Class Members;

WHEREAS, the Defendants have similarly concluded that this Settlement Agreement is desirable in order to avoid the time, risk and expense of defending multiple and protracted litigation, and to resolve finally and completely the pending and potential claims of Class Members;

NOW THEREFORE, subject to the Courts' approval, this Settlement Agreement embodies the terms of the resolution of the Proceedings on a Canada-wide basis, including past, present and future claims, against the Defendants and Released Parties in any way arising out of or relating to the use of Stadol NS purchased in Canada by or for residents of Canada during the Class Period.

This Settlement Agreement includes as exhibits, notices and related documents to be submitted to the Courts for approval ("**Exhibits**").

2. DEFINITIONS

Unless a particular section of this Settlement Agreement explicitly provides for another interpretation, the following terms, as used in this Settlement Agreement and its Exhibits, shall have the meanings set forth below. Terms used in the singular shall be deemed to include the plural, and *vice versa*. Feminine pronouns and female references shall be deemed to include the masculine, and *vice versa*, where appropriate.

"Approval Notice" shall mean the Court-approved notice which advises Class Members of the certification of the Proceedings and approval of this Settlement Agreement, as provided for in section 8 and **Exhibit "E"**.

"Approval Notice Date" shall mean the date on which the Approval Notice is first published pursuant to section 8 of this Settlement Agreement, which date shall be no more than thirty (30) days following the Effective Date or such other period as may be approved by the Courts.

"Approval Orders" shall mean the orders of the Courts which collectively certify the Proceedings as class proceedings and approve this Settlement Agreement.

"Approved Claimants" shall mean Claimants who are approved by the Claims Administrator for payments pursuant to this Settlement Agreement.

"Claim" shall mean a completed, signed and dated claim form as developed by the Claims Administrator in consultation with Class Counsel, together with the supporting documentation or alternative supporting documentation as described in **Exhibit "D".**

"Claimants" shall mean all Class Members who make a Claim under this Settlement Agreement.

"Claim Deadline" shall mean six (6) months after the Approval Notice Date.

"Claims Administration Costs" shall mean all costs, other than Class Counsel Legal Fees, required to implement this Settlement Agreement, including without limitation, costs required to satisfy the notice provisions in **Exhibit "E".**

"Claims Administrator" shall mean the person or entity appointed by the Courts as provided in section 9.

"Class" shall mean the Quebec Class and the Ontario National Class, other than individuals who have previously settled their individual claims, if any, with the Defendants and Released Parties.

"Class Counsel" shall mean the law firms of Siskind, Cromarty, Ivey & Dowler LLP Docken & Company, and Siskinds, Desmeules, avocats (Desmeules, Eizenga, Strickland, Wright senc).

"Class Counsel Legal Fees" shall mean all legal fees, disbursements and applicable taxes in respect of all legal services provided by Class Counsel for the benefit of the Class, as approved by the Courts.

"Class Members" shall mean members of the Class.

"Class Period" shall mean July 1, 1994 to July 1, 2004.

"Courts" shall mean the Ontario Superior Court of Justice and the Superior Court of Quebec, or their successors.

"Defendants" shall mean Bristol-Myers Squibb Canada Co. and Bristol-Myers Squibb Company.

"Defendants' Counsel" shall mean the U.S. law firm of Sedgwick, Detert, Moran & Arnold LLP and the Canadian law firm of Fraser Milner Casgrain LLP.

"Derivative Claimants" shall mean residents of Canada asserting the right to sue the Defendants or any Released Party independently or derivatively by reason of their familial relationship with a Stadol NS Recipient, including without limitation, spouses, common-law spouses, same-sex partners, as well as parents, grandparents, siblings or children, by birth, marriage or adoption.

"Effective Date" shall mean the date described in section 5.

"Eligible Claimants" shall mean Stadol NS Recipients who purchased or for whom was purchased a minimum of four (4) bottles of Stadol NS within any thirty (30) day period falling within the Class Period.

"Medical Services" shall mean medical, paramedical, and alternative non-medical treatment, nursing care, and counselling, social work, hospital and homecare services provided and to be provided to Class Members.

"Ontario National Class" ("Ontario Class") shall mean all Stadol NS (Ontario) Recipients and their Representative Claimants and any Derivative Claimants.

"Ontario Proceeding" shall mean the Ontario Superior Court of Justice Action No. 38054 CP (London), in which Nancy Doucette and Randy Doucette are the plaintiffs and Bristol-Myers Squibb Canada Co. and Bristol-Myers Squibb Company are the defendants.

"Opt Out" shall mean the process set out in sections 10.1 and 10.2 of this Settlement Agreement and the terms "Opts Out", "Opting Out" and "Opted Out" shall have corresponding meanings.

"Opt Out Deadline" shall mean the date three (3) months after the Approval Notice Date or such other date as may be approved by the Courts.

"Opt Out Form" shall mean a completed, signed and dated opt out form as developed by the Claims Administrator in consultation with Class Counsel.

"Parties" shall mean the Plaintiffs and the Defendants.

"Plaintiffs" shall mean Nancy Doucette, Randy Doucette, Richard Frank Ullman and George Ullman.

"Provincial Health Insurers" shall mean all provincial Ministries of Health or equivalents, Provincial Governments, and/or provincial plans funding Medical Services throughout Canada.

"Quebec Class" shall mean all Stadol NS (Quebec) Recipients and their Representative Claimants and any Derivative Claimants.

"Quebec Proceeding" shall mean the Superior Court of Quebec Action No. 200-06-000027-022, in which Richard Frank Ullman and George Ullman are the plaintiffs and Bristol-Myers Squibb Canada Co. and Bristol-Myers Squibb Company are the defendants.

"Released Parties" shall mean:

(a) Bristol-Myers Squibb Canada Co. and Bristol-Myers Squibb Company (collectively, "Bristol-Myers Squibb"), as well as their respective predecessors, successors, parents, subsidiaries, affiliates, and divisions, and each of their

respective current and former shareholders, officers, directors, employees, lawyers, attorneys, agents and insurers;

(b) Any and all suppliers of materials, components, technology, and services used in the manufacture of Stadol NS, including the labelling and packaging thereof, as well as their respective predecessors, successors, parents, subsidiaries, affiliates, and divisions, and each of their respective current and former shareholders, officers, directors, employees, lawyers, attorneys, agents and insurers;

(c) All distributors of Stadol NS, including wholesale distributors, private label distributors, retail distributors, hospitals and clinics, physicians, licensees, as well as their respective predecessors, successors, parents, subsidiaries, affiliates, and divisions, and their respective current and former shareholders, officers, directors, employees, lawyers, attorneys, agents and insurers;

(d) All physicians who prescribed, and all pharmacists and pharmacies who dispensed Stadol NS with respect to any claims based on:

(i) the prescription or dispensing of Stadol NS in a manner consistent with the product labelling and/or product monograph;

(ii) the physician's, pharmacist's, or pharmacy's liability stemming solely from having prescribed or dispensed Stadol NS; and/or

(iii) the physician's, pharmacist's, or pharmacy's liability stemming solely from the prescription or dispensing of a defective or unreasonably dangerous product, or a product causing addiction and/or dependence,

but shall not include physicians, pharmacists and pharmacies with respect to any claims based solely on their independent negligence or culpable conduct.

"Representative Claimants" shall mean personal representatives, heirs, assigns and trustees of Stadol NS Recipients.

"Settled Claims" shall mean any and all claims of Class Members, whether or not assigned and whether known or unknown, asserted or unasserted, regardless of the legal theory, existing now or in the future, in any way arising out of or relating to, directly or indirectly, the manufacture, distribution, prescription, dispensing, sale, purchase, use, ingestion, clinical investigation, administration, regulatory approval, regulatory compliance, promotion, marketing, labelling and product monograph of Stadol NS, alone or in combination with any other substance, including, without limitation, any other drug, herb, or botanical. Such claims include, without limitation, all claims for damages or remedies of whatever kind or character, including, without limitation, compensatory, punitive, aggravated, exemplary, statutory and multiple damages or penalties of any kind, known or unknown, that are now or may be recognized by law, for:

(a) personal injury and/or bodily injury, damage, death, fear of disease or injury, mental or physical pain or suffering, emotional or mental harm, addiction, dependence, or loss of enjoyment of life;

(b) loss of wages, income, benefits, earnings, and earning capacity;

(c) the cost of Medical Services;

(d) loss of support, services, consortium, companionship, society or affection, or damage to familial relations, by spouses, common-law spouses, same-sex

partners, parents, grandparents, siblings or children of Stadol NS Recipients by birth, marriage or adoption;

(e) consumer fraud, refunds, unfair business practices, deceptive trade practices, and other similar claims, whether arising under statute, regulation, or judicial decision;

(f) wrongful death and survival actions;

(g) medical screening and monitoring;

(h) injunctive and declaratory relief;

(i) economic or business losses or disgorgement of profits arising out of personal injury;

(j) prejudgment and post-judgment interest; and

(k) costs, inclusive of legal fees, disbursements and applicable taxes.

"Settlement Agreement" shall mean this Agreement, including Exhibits.

"Stadol NS (Quebec) Recipients" shall mean all residents of Quebec who purchased Stadol NS in Canada or for whom Stadol NS was purchased in Canada during the Class Period.

"Stadol NS (Ontario) Recipients" shall mean all residents of Canada, other than residents of Quebec, who purchased Stadol NS in Canada or for whom Stadol NS was purchased in Canada during the Class Period.

"Stadol NS Recipients" shall mean Stadol NS (Quebec) Recipients and Stadol NS (Ontario) Recipients.

3. CONSENT TO CERTIFICATION

Subject to the Courts' approval, the Parties consent to the certification of the Proceedings, pursuant to sections 2, 5, and 6 of the CPA, and pursuant to Section 1025 of the Code, for the purpose of this Settlement Agreement, while denying and continuing to deny any wrongdoing or liability of any kind to Class Members and without prejudice to the rights of the Defendants to contest or oppose class certification in any other action or for any other purpose.

4. THE ORDERS APPROVING THIS AGREEMENT

This Settlement Agreement is subject to and conditional upon the approval of the Courts. The Plaintiffs shall move, on consent of the Defendants, for Orders from the Courts which shall:

(a) certify the Proceedings;

(b) describe the Class as all Class Members;

(c) appoint Nancy Doucette and Randy Doucette as representative plaintiffs in the Ontario Proceeding and Richard Frank Ullman and George Ullman as representative plaintiffs in the Quebec Proceeding;

(d) declare that this Settlement Agreement is fair, reasonable and in the best interest of the Class Members;

(e) approve this Settlement Agreement and order the Parties and the Class Members to comply with it;

(f) require that the Approval Notice be provided to Class Members by the Approval Notice Date;

(g) approve the appointment of the Claims Administrator;

(h) declare the Opt Out Deadline as the deadline for Opting Out;

(i) declare that any Class Member who does not Opt Out by the Opt Out Deadline shall be bound by the Approval Orders and this Settlement Agreement;

(j) Order that the Proceedings be dismissed without costs; and

(k) make such further and other orders as to the approval, implementation and administration of this Settlement Agreement as the Courts may deem just.

5. EFFECTIVE DATE OF SETTLEMENT AGREEMENT

This Settlement Agreement becomes effective immediately following the expiry of the latter of the appeal periods, if any, for the Approval Orders, or, if either or both of the Approval Orders are appealed, following the final determination of such appeal or the latter of such appeals, as the case may be ("Effective Date"). If no person objects to the approval of the Settlement Agreement, the Effective Date shall be the date of the latter of the Approval Orders.

6. SETTLEMENT PAYMENTS

6.1 Payment by Defendants

The Defendants shall, no later than fifteen (15) business days after the Effective Date, pay the aggregate amount of $12,457,350 CDN (the "Settlement Payment"), as further described below. The Defendants and Released Parties shall have no further liability or obligations to Class Members and Provincial Health Insurers.

6.2 Funding of Payments to Approved Claimants

The Defendants shall pay $11,678,766.00 CDN of the Settlement Payment in trust to the Claims Administrator. The Claims Administrator shall distribute those funds, less the cost of notice, claims administration, a proportionate share of disbursements, and applicable taxes and Class Counsel Legal Fees, to Approved Claimants. The entitlements of Approved Claimants shall be determined in accordance with the Points Distribution List Provided for in **Exhibit "C"**

and the Claims Administration Procedures provided for in **Exhibit "D"**. Approved Claimants shall receive benefits in proportion to the points they are awarded under the terms of the Point Distribution List and the Claims Administration Procedures, to a maximum of $1,500.00 CDN per point.

6.3 Payment to Provincial Health Insurers

The Defendants shall pay $778,584.00 CDN of the Settlement Payment in trust to Class Counsel. Class Counsel shall distribute these funds, less Class Counsel Legal Fees, a proportionate share of disbursements, and applicable taxes, to Provincial Health Insurers as outlined in **Exhibit "A"** herein. These payments shall be in respect of medical services provided for and to be provided for Class Members.

6.4 Provincial Health Insurer Releases

Each Provincial Health Insurer shall execute a Full and Final Release in the form of **Exhibit "B"** prior to receiving any benefits pursuant to this Settlement Agreement. In the event that any Provincial Health Insurer fails to execute such Full and Final Release, then the proportionate share of benefits that would otherwise be distributed pursuant to section 6.3 herein to that Provincial Health Insurer shall be returned to the Defendants with reasonable interest thereon, calculated up to and including the date on which payment is returned.

6.5 Residue

If all Approved Claimants who timely file claims and fulfill the eligibility requirements as specified in the Points Distribution List and the Claims Administration Procedures have received all payments due under this Settlement Agreement and monies remain, such monies shall be distributed:

(a) to organizations involved in research, treatment and or education of addiction and subject to further order of the Courts (95%); and

(b) the Fonds d'Aide (5%).

6.6 Discontinuance of Sale in Canadian Markets

The Defendants shall cease the manufacture and shipping of Stadol NS in Canadian markets indefinitely, on or before July 1, 2004.

7. EFFECT OF THIS SETTLEMENT AGREEMENT NOT BEING APPROVED BY THE COURTS

If this Settlement Agreement is not approved by the Courts:

(a) it shall be null and void and shall have no force or effect, and the Parties shall not be bound by its terms; and

(b) all negotiations, statements and proceedings relating to it 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.

8. NOTICE TO THE CLASS

8.1 The form, contents and method of dissemination of the Approval Notice shall be as described in **Exhibit "E"**.

8.2 The Parties shall co-operate, assist one another and undertake all reasonable actions in order to ensure that the Approval Notice is timely disseminated.

9. CLAIMS ADMINISTRATION

9.1 Appointment of Claims Administrator

The Parties shall propose a bilingual (French/English) Claims Administrator to be appointed by the Courts for the purpose of administering Claims and paying Approved Claimants as provided in this Settlement Agreement.

9.2 Claims Administration

The Claims Administrator shall administer claims in the manner described in **Exhibit "D"**.

9.3 Assistance to Claims Administrator

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

9.4 Confidentiality Obligations

The Claims Administrator and any person employed or retained by the Claims Administrator to assist in administering Claims and paying Approved Claimants must sign and observe a confidentiality statement in a form mutually agreeable to the Parties, by which such persons agree to keep confidential any information concerning Class Members. The Claims Administrator shall institute procedures to ensure that the identity of all Class Members and all information regarding their claims shall be kept confidential and not be provided to persons except as may be provided in this Settlement Agreement or otherwise required by law.

9.5 Removal of the Claims Administrator

The Claims Administrator shall be subject to removal by the Courts for cause, on motion by any of the Parties.

9.6 Liability of the Claims Administrator

The Claims Administrator shall not be held liable, absent negligence or fraud, in respect of the implementation and administration of this Settlement Agreement and any related accounting.

10. OPT OUT PROVISIONS

10.1 Members of the Ontario National Class may exclude themselves from the Ontario Proceeding by exercising their right to opt out pursuant to section 9 of the CPA by submitting an Opt Out Form to the Claims Administrator by regular first class mail or courier, post-marked or submitted to the courier, as the case may be, before the Opt Out Deadline.

10.2 Members of the Quebec Class may exclude themselves from the Quebec Proceeding by exercising their right to opt out pursuant to sections 1007 and 1008 of the Code by giving notice to the Clerk of the Superior Court of Quebec, District of Quebec, in the manner required by Quebec law and by regular first class mail or courier, post-marked or submitted to the courier, as the case may be, before the Opt Out Deadline.

10.3 Quebec Class Members who commence or have commenced individual proceedings and fail to discontinue such individual proceedings by the Opt Out Deadline shall be deemed to have Opted Out.

10.4 A Class Member who is a member of both the Quebec Class and Ontario National Class shall by Opting Out of one be deemed to have Opted Out of both.

10.5 Class Members who do not Opt Out shall be bound by this Settlement Agreement and, in the absence of a timely Claim, shall be disentitled to any payment under this Settlement Agreement.

11. SUBMITTING CLAIMS

11.1 Claims shall be submitted by Claimants and by or on behalf of Derivative Claimants in accordance with **Exhibit "D"** by the Claims Deadline.

12. WAIVER OF LIMITATION DEFENCE

12.1 Except as provided herein, no Class Member shall be considered ineligible to receive a payment pursuant to this Settlement Agreement on the basis of any statute of limitation or repose, prescription period or any other limitation or prescription defence.

12.2 Nothing in this Settlement Agreement shall constitute or be deemed to constitute a waiver by the Defendants of defences based on statutes of limitation or repose, prescription periods or any other limitation or prescription defence with respect to any Class Member who Opts Out.

13. AMENDMENTS TO THE SETTLEMENT AGREEMENT

13.1 The Parties may amend the Settlement Agreement by consent and subject to the Courts' approval.

14. LEGAL FEES AND DISBURSEMENTS

14.1 Class Counsel shall bring a motion or motions to the Courts for determination of Class Counsel Legal Fees.

14.2 Class Members who retain lawyers to assist them in making their individual Claims pursuant to this Settlement Agreement or to appeal the classification or rejection of their Claim, shall be responsible for the legal fees and expenses of such lawyers.

15. EXCLUSIVE REMEDY/EFFECT ON CLAIMS

15.1 This Settlement Agreement shall be the exclusive remedy for all Class Members who do not Opt Out.

15.2 On the Effective Date, every Settled Claim against the Defendants and Released Parties shall be conclusively compromised, settled and released, and all Class Members who do not Opt Out shall be barred from initiating, asserting or prosecuting any Settled Claims.

15.3 In consideration of the Settlement Payment as aforesaid, Class Counsel agrees, on behalf of Class Members, that any prosecution of a Settled Claim in breach of section 15.2 shall cause irreparable harm to Defendants and/or Released Parties, in respect of which a stay or injunction is an appropriate remedy. For the same consideration, Class Counsel agrees, on behalf of Class Members, to cooperate with Defendants and Released Parties in seeking such a stay or injunction.

16. THIRD PARTY CLAIMS

16.1 Except as otherwise provided in this section, nothing in this Settlement Agreement shall prejudice or in any way interfere with the rights of Class Members to pursue any rights or remedies against third parties other than the Defendants and Released Parties ("Third Parties") ("Third Party Claims"). Class Members will not make or continue any claims against Third Parties, which give rise or may give rise to a claim for contribution and indemnity against Defendants and/or Released Parties ("Contribution and Indemnity Claims"), and will expressly limit the value of any claims against Third Parties to damages, interest, costs and other relief solely attributable to the errors and omissions of such Third Parties. In consideration of the Settlement Payment as aforesaid, Class Members pursuing Third Party Claims shall indemnify and hold harmless the Defendants and Released Parties in respect of such claims, exclusive of interest and legal costs.

16.2 All Class Members whose Settled Claims include or may include claims by way of subrogation by any third party other than a Provincial Health Insurer ("Subrogated Claims") shall resolve such Subrogated Claims prior to receiving any benefits under this Settlement

Agreement, failing which Class Members shall indemnify and hold harmless the Defendants and Released Parties in respect of such Subrogated Claims, exclusive of interest and legal costs.

17. MISCELLANEOUS PROVISIONS

17.1 Ongoing Authority

The Courts shall collectively retain exclusive and continuing jurisdiction over the Proceedings for the purpose of supervising the approval, implementation and administration of this Settlement Agreement.

17.2 Recitals

The Parties represent and warrant that the recitals referred to in section 1 are accurate and agree that they form part of this Settlement Agreement.

17.3 Entire Agreement

This Settlement Agreement, including its Exhibits, constitutes the entire agreement by and among the Parties with regard to the subject of this Settlement Agreement and, on the Effective Date, shall supersede any previous agreements and understandings between the Parties with respect to the subject matter of this Settlement Agreement.

17.4 Modification and Amendment

This Settlement Agreement may not be modified or amended except in writing signed by all Parties and as approved by the Courts.

17.5 Counterparts

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17.6 Party Notification

Any notification, request, instruction or other document to be given by any Party to any other Party to this Settlement Agreement (other than class notification) shall be in writing,

(a) if to the Defendants, jointly to the attention of Defendants' U.S. Counsel: Sedgwick, Detert, Moran & Arnold LLP, Attention: Michael A. Tanenbaum, Three Gateway Center, 12th Floor, Newark, New Jersey, 07102 and Defendants' Canadian Counsel: Fraser Milner Casgrain LLP, Attention: James A.S. Dunbar, 1 First Canadian Place, 100 King Street West, Toronto, Ontario, M5X 1B2; and

(b) if to the Plaintiffs or Class Members, to the attention of Class Counsel: Siskind, Cromarty, Ivey & Dowler LLP, Attention Charles M. Wright, 680 Waterloo Street, P.O. Box. 2520, London, Ontario, N6A 3V8, and Siskinds, Desmeules, avocats (Desmeules, Eizenga, Strickland, Wright senc) Attention: Claude Desmeules, 43 Rue Buade, Bur 320, Quebec City, Quebec, G1R 4A2 or to other recipients as the Courts may order.

17.7 Class Member Notification

All communications from the Claims Administrator to Class Members may be made by regular first class mail to such Class Member's last mailing address provided by the Class Member to the Claims Administrator. Class Members shall apprise the Claims Administrator of their current mailing address.

17.8 Governing Law

For the purpose of the settlement of the Quebec Proceeding and the Ontario Proceeding, this Settlement Agreement shall be governed by the laws of Quebec and Ontario, respectively.

17.9 Severability

If any provision of this Settlement Agreement is held to be void or invalid, the same shall not affect any other provision and the remainder shall be effective as though such provision had not been contained herein.

17.10 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.

17.11 French Translation

This Settlement Agreement and its Exhibits are available in the French language.

17.12 English Language Clause

Les parties ont convenu que cette Entente soit rédigée en anglais.

Date May 21/04

SISKIND, CROMARTY, IVEY & DOWLER LLP

Per: _____

Name
Solicitors for Plaintiffs Nancy & Randy Doucette and Provincial Health Insurers

SISKINDS, DESMEULES, AVOCATS

Date May 21/04

Per: _____

Name

Solicitors for Plaintiffs, Richard Frank & George Ullman

SEDGWICK, DETERT, MORAN & ARNOLD LLP

Date MAY 21, 2004

Per: _____

Name

U.S. Attorneys for the Defendants

FRASER MILNER CASGRAIN LLP

Date May 21, 2004

Per: _____

Name

Canadian Solicitors for Defendants

EXHIBIT "A"

Provincial Health Insurers

Province	Settlement Amount
NFLD	2,500.00
PEI	2,500.00
NS	12,402.15
NB	9,301.60
QC	99,217.19
ON	413,921.70
MB	24,804.30
SK	20,153.49
AB	131,772.83
BC	62,010.74
Total	778,584.00

EXHIBIT "B"
FULL AND FINAL RELEASE

IN CONSIDERATION of the payment (as directed herein) of $2.00 and other good and valuable consideration as provided for in connection with the settlement reached in the actions entitled Nancy Doucette vs. Bristol-Myers Squibb Canada Co., and Bristol-Myers Squibb Company, Action No. 38054/CP, in the Ontario Superior Court of Justice commenced in London, Ontario (the "Ontario Proceeding") and Richard Frank Ullman and George Ullman vs. Bristol-Myers Squibb Canada Inc., and Bristol-Myers Squibb Company, Action No. 200-06-000027-022, in the Superior Court of Quebec commenced in Montreal, Quebec (the "Quebec Proceeding"), the receipt and sufficiency of which is hereby acknowledged, **{insert province name of provincial health insurer}**, hereinafter called the "Releasor" (which terms includes trustees, successors and assigns, officers, directors, agents, representatives, servants and employees) hereby releases and forever discharges **BRISTOL-MYERS SQUIBB CANADA CO. AND BRISTOL-MYERS SQUIBB COMPANY ("Bristol-Myers")** and all other individuals or entities released by Class Members in connection with the settlement of Action No. 38054/CP referenced above ("Released Parties"), from all suits, actions, causes of action, costs, contracts, benefits, debts, dues, covenants, claims and demands for damages, including punitive, exemplary or aggravated damages, or loss howsoever arising whether at common law, contractually or pursuant to statute which against Bristol-Myers Squibb Canada Co., and Bristol-Myers Squibb Company, or any other Released Party, the Releasor had, now has, or may hereafter have whether known of at the present time or in the future, in any way relating to, connected with, or arising out of any Class Member Settled Claim, as defined herein, and in particular, but

without limiting the generality of the foregoing, any and all claims that the Releasor is entitled to recover for subrogation, reimbursement, or similar such cause of action, regardless of legal theory, in any way relating to, connected with, or arising out of the provision of health care or medical services of any sort whatsoever to members of the class certified in the Ontario Proceeding and Quebec Proceeding (the "Class").

AND IT IS FURTHER AGREED AND UNDERSTOOD that for purposes of this Full and Final Release (the "Release"), the term "Class Member Settled Claim" shall mean any and all claims, including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, existing now or arising in the future by any or all members of the Class, arising out of or relating to the purchase, use, manufacture, sale, dispensing, distribution, promotion, marketing, clinical investigation, administration, regulatory approval, prescription, ingestion, and labelling of Stadol NS, alone or in combination with any other substance, including, without limitation, any other drug, dietary supplement, herb, or botanical.

AND IT IS FURTHER AGREED AND UNDERSTOOD that Bristol-Myers Squibb Canada Co., and Bristol-Myers Squibb Company do not, by the consideration aforesaid or otherwise, admit any liability or obligation to the Releasor and in fact such liability is denied.

AND IT IS FURTHER UNDERSTOOD AND ACKNOWLEDGED by the Releasor that it has read this Release in its entirety, fully understands its terms and has had the benefit of independent legal advice before executing this Release.

AND THE RELEASOR hereby directs and authorizes Bristol- Myers to pay the said consideration to Siskind, Cromarty, Ivey & Dowler LLP ("Siskinds") in trust.

IN WITNESS WHEREOF the **{insert name of provincial health insurer}** has hereunto set its hand this

_____ day of _____, 2004.

{insert name of provincial health insurer}

_____

Title: _____

EXHIBIT "C"

STADOL NS- POINT DISTRIBUTION FOR ELIGIBLE CLAIMANTS

Event /Condition during the Class Period	Points Allocated
Purchase of Stadol NS bottles	1 point is awarded for every 3 bottles purchased to a maximum of 50 points. Fractions of points shall be awarded, rounded to two decimals.
Participation in one or more addiction treatment program(s) for Stadol NS addiction and / or dependence	**25 points** If treatment involved Methadone for a period of longer than 6 months, add an additional 25 points.
Loss of custody of child(ren) during the period of Stadol NS addiction and / or dependence	**25 points** This is a fixed allocation and is not dependent on the number of children.
Loss of employment during the period of Stadol NS addiction and / or dependence	Annual Income at time of loss of employment $100,000 + 100 points $76,000 - $99,000 80 points $51,000 - $75,000 60 points $31,000 - $50,000 40 points $30,000 or less 20 points (These are maximum points available. The claimant does not receive points for each occurrence.)

Loss of professional license during the period of Stadol NS addiction and / or dependence	**50 points**
Documented suicide attempt(s) during the period of Stadol NS addiction and / or dependence	**50 points** If resulted in death, add 75 points.
Criminal conviction(s) related to Stadol NS addiction and / or dependence	**50 points** This is a fixed allocation and is not dependent on the number of convictions. If an individual conviction resulted in imprisonment for more than 10 days, add 25 points.
Separation or divorce from spouse, common-law spouse or same-sex partner caused by Stadol NS addiction and / or dependence	**25 points** This is a fixed allocation and is not dependent on the number of separations and / or divorces.
Significant documented health related complications caused by Stadol NS use other than withdrawal or other symptoms of addiction and / or dependence (e.g.: ongoing sinus problems due to overuse)	**25 points**

Bankruptcy and / or loss of principal residence during period of Stadol NS addiction and / or dependence	**25 points** If loss of principal residence without bankruptcy, no points are awarded if another residence is purchased within 6 months of the loss of the principal residence.
Interruption in post-secondary education during the period of Stadol NS addiction and / or dependence	**10 points** are awarded for each incomplete semester of post-secondary education up to a maximum of **50 points**. The student must have been enrolled for the semester and completed 60% or less of the registered courses.
History of drug abuse (prescription, over the counter or illegal drugs) before using Stadol NS	**20 point reduction** A reduction will be waived to the extent that it would reduce an allocation to less than 5 points.
Discretionary Points: The Claims Administrator may in its discretion award points for substantiated circumstances evidencing hardship that are not otherwise provided for in the Point Distribution List.	**Up to 25 points**

EXHIBIT "D"

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 Canada-Wide Stadol NS Litigation 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

Upon appointment by the Courts, the Claims Administrator shall receive from Defendants all settlement funds provided for in paragraph 6.2 of 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 Approved Claimants and not to ineligible Claimants, 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 written quarterly reports to the Court, to Class Counsel and to Defendants' Counsel 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 ("Claim Form").The Claims Administrator shall develop such other forms as it deems necessary for the implementation of the Settlement Agreement.

Claims that are not properly and timely filed by the Claim Deadline will be denied by the Claims Administrator.

3. PRODUCT IDENTIFICATION DOCUMENTATION

3.1 Proof of Stadol NS Purchase

To be deemed sufficient to establish that the Stadol NS Recipient purchased Stadol NS during the Class Period, and to establish the period of time that Stadol NS was used, "Product Identification Documentation" shall consist of:

(a) pharmacy records; or

(b) medical records contemporaneous with such prescription (a prescription shall be deemed to have been purchased on the same day as the medical record reflects it was prescribed); or

(c) if both (a) and (b) are not available, a written statement signed by the prescribing physician stating that the Stadol NS Recipient was prescribed Stadol NS and the duration of such prescription. Such statement cannot rest upon unacceptable and insufficient proof of product identification as outlined in Section 3.2 below, and it must be accompanied by an affidavit from the Claimant stating:

- the steps taken by the Claimant to obtain Product Identification 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 Identification 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 identification of the purchase and duration of usage of Stadol NS as may be acceptable to the Claims Administrator. Such objective verification cannot rest upon unacceptable and insufficient proof of product identification 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 Identification Documentation as outlined in Subparagraphs 3.1(a), (b), and (c) above; and
- the responses, if any, to those steps.

The provisions of Paragraph 3.1 shall also apply to the proof of purchase and duration of use of Apo-Butorphanol by a Stadol NS Recipient, where relevant in the implementation of the Settlement Agreement.

3.2 Unacceptable Product Identification Documentation

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

(a) statements from medical personnel describing their typical or general practices during a given time period, or a statement from the Stadol NS Recipient or any other person that seeks to verify Stadol NS purchase or usage based upon recollection;

(b) records, statements or other terminology which does not specifically identify Stadol NS as the drug prescribed.

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

3.3 Effect of Failure to Establish Minimum Amount of Purchased

Where a Claimant has submitted proof of the purchase of Stadol NS as provided for in Section 3.1, but fails to provide positive evidence that the Stadol NS Recipient purchased four (4) or more bottles of Stadol NS within a thirty (30) day period, the Stadol NS Recipient shall be

deemed conclusively for all purposes to have purchased less than four (4) bottles of Stadol NS within a thirty (30) day period and such presumption is not rebuttable.

4. SUPPORTING DOCUMENTATION

"Supporting Documentation" is defined as all information and documentation described in this Section 4. For any Claim made under this Section 4 (b) to 4 (m), the Claimant must file a copy of the Stadol NS Recipient's family physician's file for the entire period of Stadol NS use. If the Stadol NS Recipient does not have a family physician, the Claimant shall file a copy of the file of the Stadol NS Recipient's physician who prescribed the greatest number of Stadol NS prescriptions. Other Supporting Documentation shall consist of:

(a) Proof in the form of Product Identification Documentation pursuant to Section 3 herein indicating when Stadol NS was prescribed. Points will be awarded depending on the number of bottles of Stadol that were purchased.

(b) Participation in one or more treatment program(s) for Stadol NS addiction and/or dependence

(i) Where a Stadol NS Recipient has entered or taken part in a treatment program between the commencement of their Stadol NS use and prior to July 1, 2004, because of their Stadol NS addiction and/or dependence, documentation to support the program(s) attended shall be required.

(ii) In order to be eligible to receive added points for Methadone use as part of a program, records from the program/centre are required. The records must indicate that Methadone has been or was prescribed for a period of six (6) months or greater. An affidavit from the program/centre director attesting to the validity of the records under their control must also accompany the records confirming the Methadone use.

(c) Loss of custody of child(ren) during the period of Stadol NS addiction and/or dependence

(i) Proof surrounding the loss of custody of child(ren) must specify that the loss was mainly due to Stadol NS addiction and/or dependence. An affidavit from one of the following, whom the Stadol NS Recipient has known for a period of two years or longer: dentist, medical doctor or chiropractor, lawyer, notary public, pharmacist, police officer, judge, magistrate, signing officer of a bank or trust company or of a financial institution that offers the full range of banking services (cash, withdrawals, deposits and savings), veterinarian or a Court Order or Court documentation, must be provided in order to support the Claim. The affidavit must indicate the length of time the affiant has known the Stadol NS Recipient, and must clearly indicate the circumstances surrounding the affiant's knowledge regarding the loss of the custody of the child(ren).

(d) Loss of employment during the period of Stadol NS addiction and/or dependence

(i) In order to maintain a claim for loss of employment, the Claimant must provide an affidavit specifying that the Stadol NS Recipient's loss was mainly due to Stadol NS addiction and/or dependence, and must provide proof of termination from employment (correspondence from former

employer) and pay stubs, tax returns, notices of assessment, contracts or other documentation which establishes the level of salary being paid the Stadol NS Recipient in the former employment.

(ii) If requested, a release for the Stadol NS Recipient's complete employment file shall be executed in a form provided for by the Claims Administrator.

(e) Loss of professional license during the period of Stadol NS addiction and/or dependence

(i) Proof from the body that governs the Stadol NS Recipient's profession must be provided which indicates length of time license was suspended or revoked.

(ii) Suspension must have been for a period of two (2) weeks or greater.

(f) One or more documented suicide attempts during the period of Stadol NS addiction and/or dependence

(i) Medical records from Stadol NS Recipient's physician or hospital reports which detail the attempt(s).

(g) One or more criminal conviction(s) related to Stadol NS addiction and/or dependence

(i) A certificate of conviction signed by the clerk of the court in which the conviction, finding of guilt or judicial determination was made, along with the pre-sentencing report, must be provided. The records or documentation themselves or a statement from the Stadol NS Recipient's lawyer (or parole officer if applicable) must clearly indicate that the conviction was manifested in some manner due to the Stadol NS Recipient's addiction and/or dependence to Stadol NS.

(ii) If the Stadol NS Recipient was imprisoned for more than ten (10) days due to his or her Stadol NS addiction and/or dependence, records of the incarceration must be provided.

(h) Separation or divorce from spouse, common-law spouse or same-sex partner caused by Stadol NS addiction and/or dependence

(i) Separation Agreement or Divorce Certificate must be provided.

(ii) Further proof of the separation may be in the form of an affidavit from the Stadol NS Recipient or a close family member or friend which provides specifics as to the circumstances surrounding the separation and how they are privy to such details.

(i) Significant documented health related complications caused by Stadol NS use (other than symptoms of addiction, dependence and withdrawal) e.g.: ongoing sinus problems due to overuse