

TEQUIN CLASS ACTION

NOTICE OF COURT APPROVAL OF TEQUIN CLASS ACTION SETTLEMENT AGREEMENT

**PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS. YOU
MUST ACT WITHOUT DELAY TO COMPLY WITH DEADLINES AS SET OUT BELOW.**

TO ALL CLASS MEMBERS: To all Canadian residents who ingested Tequin ("Tequin Recipient") 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 Tequin Recipient, including , without limitation, spouses, common law spouses, same-sex partners, as well as parents, grandparents, siblings or children, by birth, marriage or adoption ("Derivative Claimants").

Tequin is an antibiotic which was commonly prescribed for the treatment of pneumonia and other infections including those of the bladder, urinary tract and sinus, and for sexually transmitted diseases. The manufacture and sale of Tequin were discontinued by the Defendants on May 1, 2006.

Please be advised that the Ontario Superior Court of Justice and the Superior Court of Quebec have approved the Canada-Wide Tequin Settlement Agreement reached in class actions in Ontario and Quebec alleging that Bristol-Myers Squibb Canada Co. and Bristol-Myers Squibb Company (the "Defendants"), negligently manufactured, marketed and sold Tequin without properly warning of the risks of dysglycemia (abnormally high or low blood sugar levels) associated with its use.

To be entitled to a payment, Class Members, including Tequin Recipients, Representative Claimants, and Derivative Claimants, must file a claim with the Claims Administrator by **February 27, 2009** in the manner described below.

**1 SUMMARY
OF THE
AGREEMENT**

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- The Defendants, while not admitting liability, will pay a sum of \$5,000,000.00 to settle the Claims of all Class Members.
 - Claimants will be eligible to receive settlement payments if they took Tequin and suffered an injury which is compensated under the Settlement Agreement, including: medically treated dysglycemia, dysglycemia with admission to hospital, or other medical conditions related to a dyslycemic event including kidney damage, with either increased renal insufficiency, ongoing kidney dialysis and/or kidney transplant, coma, acute coronary syndrome (ACS), trauma, including fractures, stroke and death.
 - 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 will have until **February 27, 2009** to file a Claim.
 - Derivative Claimants may be eligible to receive settlement payments based upon various factors, including the size of the payment made in respect of the relevant Tequin Recipient and the total number of approved Claims.
 - Provincial Health Insurers will share a fund of at least \$750,000.00 (less applicable legal fees, disbursements, and taxes) which shall be in full satisfaction of medical services provided or to be provided to Tequin Recipients.

2 OPTING OUT

All persons who come within the class definition will automatically be included in the class unless they exclude themselves from the class ("Opt Out"). To Opt Out, a Class Member will have to complete, sign and return an "Opt Out Form" postmarked or

deposited with a courier by **December 27, 2008**. If a Class Member does not timely and properly Opt Out and 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 Tequinq.

3 LEGAL FEES

The Ontario Superior Court of Justice and the Superior Court of Quebec have awarded legal fees, expenses and applicable taxes to Class Counsel in the total amount of \$1,442,365.39. Class Counsel were retained on a contingent basis such that they were only to be paid if they were successful in the litigation. Class Counsel were responsible for funding all disbursements incurred in pursuing this litigation. The fees, expenses, and taxes approved by the Courts will be deducted from the settlement fund.

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. Claimants are advised that submitting a Claim under the Settlement Agreement will be considerably less complex and less expensive than pursuing an individual lawsuit, and as such any percentage fee agreement entered into with legal counsel might be for a lesser percentage than in ordinary circumstances.

4 IMPORTANT DEADLINES

December 27, 2008 - Deadline to Opt Out of the Settlement Agreement

February 27, 2009 - Deadline to file Claim

Because of the deadlines, you must act without delay.

5 FURTHER INFORMATION

A complete copy of the Settlement Agreement including the detailed instruction package and instructions on how to obtain a Claim Form or Opt Out Form are available on Class Counsel's website at www.classaction.ca. To obtain a paper copy of the detailed instruction package and a Claim Form necessary to file a Claim for settlement benefits or an Opt Out Form necessary to Opt Out, please call the Claims Administrator at **1-866-316-1211**.

The law firm of *Siskinds* ^{LLP}, represents all Class Members resident outside Quebec. Ontario Class Counsel can be reached toll-free at **1-800-461-6166 ext. 2455**.

The law firm of *Siskinds, Desmeules* ^{LLP} avocats represents Class Members in Quebec. Quebec Class Counsel can be reached at **418-694-2009**

The law firm of *Poyner Baxter* ^{LLP} has offices in British Columbia and also represents Class Members. They can be reached at **604-988-6321**.

If there is a conflict between the provisions of this Notice and the Settlement Agreement and any of its exhibits, the terms of the Settlement Agreement shall prevail.

PUBLICATION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE AND THE QUEBEC SUPERIOR COURT.