Long-Form Notice

***Court Authorized Notice of Conditional Approval of Fosamax/Fosavance Settlement and Certification of Bisphosponate Class Action for Settlement***

**Hearings are to be held on dates specified hereinbelow.
Read this notice carefully as it may affect your rights.**

**TO ALL PERSONS IN CANADA WHO USED BISPHOSPHONATE DRUGS AND THEIR FAMILIES**

Class proceeding lawsuits have been initiated in several provinces in relation to the ingestion and/or purchase of bisphosphonate drugs, including Fosamax and Fosavance.

Fosamax is a prescription medication for the treatment and prevention of osteoporosis. Fosavance is a prescription medication for the treatment of osteoporosis. They are part of a more general class of drugs known as “bisphosphonates.”

This notice is directed to all persons in Canada who were prescribed, purchased or used any bisphosphonate drug, such as Fosamax or Fosavance (including their estates), before **October 6, 2015** as well as their family members.

The Court of Queen’s Bench of Saskatchewan has certified, for settlement purposes, against the Merck Defendants, the following class:

(a) all persons in Canada who were prescribed, purchased or used any Bisphosphonate, such as Fosamax and/or Fosavance (including their estates), except the Excluded Persons and members of the Ontario Settlement Class and the Quebec Settlement Class; and

(b) all persons who by reason of his or her relationship to a member of the class described in paragraph (a) are entitled to make claims under any Derivative Claim Statute as a result of the death or personal injury of that class member.

The Ontario Superior Court of Justice has certified, for settlement purposes, the following class:

(a) all persons in Canada (including their estates) other than residents of Saskatchewan or Quebec or Excluded Persons, who were prescribed and ingested Fosamax and/or Fosavance; and

(b) all persons who by reason of his or her relationship to a member of the class described in paragraph (a) are entitled to make claims under any Derivative Claim Statute as a result of the death or personal injury of that class.

The Québec Superior Court has certified, for settlement purposes, a class with the same definition as the Ontario class, for residents of Quebec.

If the settlement agreement is approved by these three Courts and not terminated in accordance with its terms, the agreement will settle all litigation in Canada relating to Fosamax and/or Fosavance.

The manufacturer and the distributor of Fosamax and Fosavance deny the plaintiffs’ allegations and deny any wrongdoing or liability. The allegations made by the plaintiffs have not been proven in court.

Litigation against manufacturers of certain other bisphosphonates continues in Saskatchewan, Alberta and British Columbia.

**OPTING-OUT**

Members of the classes described above who want to participate in the Fosamax/Fosavance settlement are automatically included and should **not** file the Opt-Out Notice discussed below.

Individuals who want to exclude themselves from a class described above must complete, sign and return an Opt-Out Form to the Administrator at the address below postmarked by **June 13, 2016**. Opt-Out Forms are available from the Administrator at **1-866-432-5534**. No further opportunity to opt-out will be provided.

An individual who opts-out will not be eligible to participate in the settlement. Any right to pursue a claim in a separate proceeding will not be affected. The defendants have reserved all of their arguments based on statutes of limitation, prescription or repose for class members who opt out of the settlement.

No person may opt-out a minor or a mentally incapable individual without permission of the court after notice to the Children’s Lawyer and/or Public Guardian and Trustee, as applicable. If a person who took Fosamax and/or Fosavance opts out, his or her family members will be deemed to have opted out. The family members of any Fosamax and/or Fosavance user cannot opt-out unless the product user does so as well. If a class member is deceased, his or her estate trustee has the right to opt out.

**SUMMARY OF FOSAMAX/FOSAVANCE SETTLEMENT AGREEMENT**

If you would like a copy of the settlement agreement, it is available at www.fosamaxclassaction.ca or a copy can be obtained from contacting Class Counsel as listed below or by contacting the Administrator. If the settlement agreement is approved by all Canadian courts and is not terminated by the parties:

* The Defendants, while not admitting liability, will pay a sum of $6,375,000 (inclusive of the payments to provincial and territorial governments described hereinbelow, and of up to $2 million towards any awarded class counsel fees and disbursements and up to $500,000 of administrative expenses).
* Claimants or their estates may be eligible to receive settlement payments if they took Fosamax and/or Fosavance and then experienced osteonecrosis of the jaw (“ONJ”) or an atypical femur fracture.
* The size of payments to eligible claimants who had ONJ or an atypical femur fracture will be based on the number of approved claims and other factors such as the nature of the adverse event alleged.
* Spouses and children of eligible claimants may also be eligible to receive settlement payments.
* Provincial and territorial governments will share $650,000 of the settlement fund, which shall be in full satisfaction of their purchases of Fosamax and/or Fosavance and of medical or dental services provided or to be provided to class members.

**THE SETTLEMENT APPROVAL HEARING**

A motion for approval of the settlement will be heard by the Ontario Court in London on **July 8, 2016** at 10 a.m., by the Quebec Court in Montreal on **June 30, 2016** at 9:30 a.m., and the Saskatchewan Court in Saskatoon on **June 17, 2016** at 10 a.m. The Court will determine whether the settlement is fair, reasonable, and in the best interests of class members. Class Counsel will also seek approval of fees, plus disbursements and taxes.

Class members who do not oppose the settlement need not appear at the hearing or take any other action at this time to indicate their desire to participate in the settlement. All class members who have not opted out have the right to present their arguments to the court as regards the settlement and the distribution of any balance remaining by making a written submission postmarked no later than **June 6, 2016** to Class Counsel. If no written submission is filed, you may not be entitled to participate, through oral submissions or otherwise, in the settlement approval hearing.

The written objection should include the following information:

1. The individual's name, address, telephone number, fax number and e-mail address.

2. A description of the reasons that the individual believes that he or she is a member of a class described above.

3. A brief statement of the nature of and reasons for the objection.

4. Whether he or she intends to appear at the Court hearing in person or through a lawyer and if through a lawyer, the lawyer's name, address, telephone number, fax number and e-mail address.

**IMPORTANT DEADLINES:**

**JUNE 13, 2016 -** **Deadline for Class Members to opt out**

**JUNE 6, 2016 -**  **Deadline to submit written objection to the settlement**

**ADDITIONAL INFORMATION**

An opt-out form and further information are available at www.mckenzielake.com or by contacting the Administrator at:.

**Fosamax Class Action
Claims Administrator
PO BOX 3355
London, Ontario N6A 4K3
Tel: 1 (866) 432-5534**

**www. fosamaxclassaction.ca**

If approval is granted by all courts, and the Settlement Agreement is not terminated, a further notice will be published advising of the claims deadline. A detailed instruction package on how to file a claim will be made available at www.mckenzielake.com or from the Administrator.

Questions for Class Counsel should be directed by email or telephone to: **fosamax@mckenzielake.com; 1 (844) 672-5666**

This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between this notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

**This notice has been authorized by the Ontario Superior Court of Justice, the Québec Superior Court, the Court of Queen’s Bench for Saskatchewan, the Court of Queen’s Bench for Alberta and the British Columbia Supreme Court.**