

**NOTICE TO DEPO-PROVERA USERS OF THE AUTHORIZATION OF A CLASS ACTION**  
**THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ CAREFULLY.**

**THIS NOTICE IS DIRECTED TO ALL PERSONS IN CANADA WHO TOOK DEPO-PROVERA.**

THE AUTHORIZATION JUDGMENT

**TAKE NOTICE** that on May 28, 2008, Justice Danielle Grenier of the Superior Court of Quebec authorized the institution of a class action against Pfizer Canada Inc. and Pfizer Inc. (the « Defendants »), in court file # 500-06-000305-058, *Brito v. Pfizer Canada inc. and Pfizer inc.*, on behalf of all persons that are included in the class defined as follows:

“Every person domiciled in Canada who claims to be suffering or to have suffered a loss of bone mineral density owing to the use of DEPO-PROVERA.” (the “Class”)

» **If you are domiciled in Canada and you claim to be suffering or to have suffered a loss of bone mineral density because of the use of DEPO-PROVERA, you are a member of the Class and your rights will be affected.**

The judgment authorizing the bringing of the class action (the “Authorization judgment”) can be viewed by [clicking here](#) (in French only).

WHAT IS DEPO-PROVERA?

DEPO-PROVERA is an injectable contraceptive. The product is marketed under the name DEPO-PROVERA Contraceptive Injection (DPCI). It is a contraceptive method that provides three months’ protection against pregnancy.

DEPO-PROVERA is also used to treat endometriosis, recurrent or metastatic endometrial or renal cell cancers, and recurrent, inoperable or metastatic breast cancer in menopausal women.

THE CLASS ACTION

For the purposes of the class action, the status of representative has been ascribed to Noelia Brito (the “Representative plaintiff”).

The principal questions of law or fact to be dealt with collectively are as follows:

1. Did the Defendants misrepresent the risks associated with the use of DEPO-PROVERA?
2. If so, do the Defendants’ misrepresentations constitute fault such that they are solidarily liable toward the members of the Class?
3. If the Defendants are liable toward the members of the Class, are the members of the Class entitled to:

- a) compensation for the physical injury suffered by them?
- b) compensation for the economic loss suffered by them?
- c) moral damages?
- d) punitive damages? And if so, what amount of punitive damages is appropriate?

The Court has not yet decided the merits of the class action. These issues may be the subject of a trial. The conclusions sought in relation to such questions are as follows:

1. That the Representative plaintiff's class action on behalf of all the members of the Class be maintained;
2. That the Defendants be ordered, solidarily, to pay the Representative plaintiff an amount of \$250,000 as damages;
3. That the Defendants be ordered, solidarily, to pay each of the members of the Class an amount to be determined in compensation for the injury suffered, and that collective recovery of the said amounts be ordered;
4. That the Defendants be ordered, solidarily, to pay the members of the Class an amount of \$50,000,000.00 as punitive damages, and that collective recovery of the said amounts be ordered;
5. That the Defendants be ordered, solidarily, to pay interest on all the aforementioned amounts at the legal rate together with the additional indemnity provided for in the *Civil Code of Quebec* from the date of service of the motion for authorization to institute a class action;
6. That the Defendants be ordered, solidarily, to deposit in the office of this Court all the amounts in respect of which collective recovery is ordered, together with the interest and additional indemnity;
7. That the claims of each of the members of the Class be ordered to be liquidated individually;
8. The whole with costs including costs of experts and costs of notice.

A Class member other than the Representative plaintiff or an intervener cannot be required to pay the costs of the class action.

The Court may permit a Class member to intervene in the class action if it considers such intervention useful to the Class. An intervening Class member must submit to an examination on discovery or a medical examination at the request of one of the Defendants. A Class member who

does not intervene in the class action can only be required to submit to an examination on discovery or a medical examination if the Court considers it necessary.

**IF YOU WISH TO PARTICIPATE IN THE CLASS ACTION, you are automatically included and need not do anything at this time. However, if you wish to receive updates or further information as this matter progresses, you may [click here](#) to provide to the Representative plaintiff's counsel your contact information or call them at 1-800-461-6166 ext. 2455.**

OPT-OUT PROCEDURE

- **IF YOU DO NOT WISH TO PARTICIPATE IN THE CLASS ACTION and if you have not already brought a suit in your own name, you must opt out.**
- **Any Class member who has not requested his or her exclusion in the manner hereinafter indicated, will be bound by any judgment to be rendered on the class action.**
- **A Class member should not opt out if he or she wishes to participate in the class action. A Class member who opts out will not be eligible for any recovery in the class action.**
- The date after which a Class member can no longer request his or her exclusion without special permission, has been set at **May 31, 2010**.
- To opt out, a Class member must request his or her exclusion from the Class by notifying the clerk of the Superior Court of Quebec of the district of Montréal of his or her decision, by registered or certified mail, **on or before May 31, 2010**, to the following address:

Superior Court of Quebec  
Office of the Clerk  
Court file # 500-06-000305-058  
(*Brito v. Pfizer Canada Inc. and Pfizer Inc.*)  
Montréal Courthouse  
Room 1.120  
1 Notre-Dame Street East  
Montréal (Quebec) H2Y 1B6

- Any Class member who has brought a suit which the final judgment on the class action would decide, is deemed to have requested his or her exclusion from the Class if he or she does not discontinue such suit **on or before May 31, 2010**.

### LEGAL FEES AND DISBURSEMENTS

Representative plaintiff's counsel has entered into an agreement with the Representative plaintiff with respect to legal fees and disbursements. The agreement provides that counsel will not receive payment for their work unless the class action is successful. The agreement, which must be approved by the Court to be effective, provides for a contingency fee of 25 % of the amount recovered in the class action.

### ADDITIONAL INFORMATION

Any questions about the matters in this notice should NOT be directed to the Court because its administrative structure is not designed to address this type of inquiry. Any questions with regard to this class action or the Authorization judgment should be directed by email, fax or telephone to the Representative plaintiff's counsel at:

**Belleau Lapointe, L.L.P.**

Calls from Montreal: (514) 987-6679

Outside of Montreal: 1-888-987-6701

Fax: (514) 987-6886

Email: [info@belleaulapointe.com](mailto:info@belleaulapointe.com)

This notice is given pursuant to the *Code of Civil Procedure of Quebec* and by Order of the Court. It is a summary of the terms of the Authorization judgment. If there is any conflict between the provisions of this notice and the terms of the Authorization judgment, the Authorization judgment shall prevail.