

If You Paid for Vioxx Before October 1, 2004,

You May Be Able To Get Money Back

A Federal Court authorized this Notice. It is not a solicitation from a lawyer. You are not being sued. The Court expresses no views on the merits of Plaintiffs' claims.

- There is a Settlement with Merck Sharp & Dohme Corp., formerly known as Merck & Co., ("Merck") about the prescription anti-inflammatory drug, Vioxx. This class action Settlement is subject to court approval.
- This lawsuit claims that Merck falsely advertised the drug Vioxx as having greater benefits than less expensive pain medicines, which contradicted the drug's Food and Drug Administration approved labeling. This lawsuit does not include claims for personal injuries or wrongful death.
- Merck has agreed to pay a total of up to \$23 million to settle this lawsuit, including all costs and attorneys' fees. Merck denies any liability for the claims in the lawsuit, but it is settling to avoid the costs and distraction of further litigation.

***Your Legal Rights Are Affected Even If You Do Not Act.
Read This Notice Carefully.***

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will not receive a payment from the Settlement and you will give up your rights to sue Merck about the claims in this case. <i>See</i> Question 12.
FILE A CLAIM	This is the only way for you to receive a payment from the Settlement. <i>See</i> Question 9.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to keep your right to sue Merck on your own about the claims in the lawsuit. <i>See</i> Question 14.
OBJECT OR COMMENT	Write to the Court about why you don't like the Settlement. <i>See</i> Question 15.
GO TO A HEARING	Ask to speak in Court about the Settlement. <i>See</i> Question 21.

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. Why did I get this Notice?

You received this Notice because you are a consumer who may have paid some or the entire purchase price for the prescription anti-inflammatory drug, Vioxx. You may also have requested this Notice after seeing the Summary Notice in a publication.

This Notice explains:

- What the lawsuit and Settlement are about.
- What the lawsuit claims and what Merck says about the claims.
- Who is affected by the Settlement.
- Who represents the Class in the lawsuit.
- What your legal rights and choices are.
- How and by when you need to act.

Judge Eldon E. Fallon of the United States District Court for the Eastern District of Louisiana is overseeing this case. The case is known as *In re Vioxx Products Liability Litigation*, No. 05-md-01657. The people who sued are called the Plaintiffs, and the company they sued, Merck Sharp & Dohme Corp. ("Merck"), is the Defendant.

2. What is this lawsuit about?

Vioxx was approved for marketing and sale in the United States on May 20, 1999, and was withdrawn from the market on September 30, 2004.

The lawsuit claims that:

- Merck falsely marketed Vioxx as having benefits greater than "non-selective" Non-Steroidal Anti-Inflammatory Drugs (NSAIDs) like ibuprofen or naproxen, when no such benefits had been established; and
- The marketing of Vioxx was inconsistent with its FDA-approved labels.

It also claims that this allegedly false marketing caused consumers to pay a greater price for Vioxx instead of less expensive alternative NSAIDs (or no medication at all).

Merck denies any liability for the claims in the lawsuit and makes no admissions of any wrongdoing by agreeing to this Settlement. Both sides have agreed to settle this lawsuit to avoid the costs and distraction of continuing the lawsuit.

3. What is a class action?

In a class action lawsuit, one or more people called "class representatives" sue on behalf of people who have similar claims. The people together are a "class" or "class members." In a class action, the Court resolves the issues for all Class Members, either in trial or in settlement, except for those who exclude themselves from the Class. A court must determine if a lawsuit or a settlement should proceed as a class action. This is a class action settlement and will settle the lawsuit for everyone in the class, if approved by the Court.

Sometimes, the parties may settle without a trial. The Parties here have agreed to a proposed Settlement that includes a national Class of consumers who paid some or the entire purchase price of this drug (except for those who were living in Missouri at the time they purchased Vioxx).

4. Why is there a Settlement?

A proposed settlement is an agreement between a plaintiff and a defendant following extended negotiations.

QUESTIONS? VISIT WWW.VIOXXSETTLEMENT.COM OR CALL 1-866-439-6932

Settlements conclude litigation but this does not mean that the court has ruled in favor of the plaintiff or the defendant. The Settlement allows both parties to avoid the cost and risk of a trial, and permits both parties to establish a just, fair and final resolution that is best for all involved. The class representatives and their attorneys decide that a settlement is the best result for all class members and the Court is asked to approve the settlement as fair, reasonable and adequate. Class Members will get money now rather than years from now, if at all. If the Court approves the proposed Settlement, then Merck will no longer be legally responsible for the consumer economic injury claims made in this lawsuit to any member of the Class. The lawyers representing the Class ("Class Counsel") and Merck have engaged in extensive, arms-length negotiations regarding the issues presented in this lawsuit and the possible terms of a settlement. The Parties want to settle the claims in this lawsuit and the Class Representatives and Class Counsel believe the Settlement is fair, reasonable and adequate and in the best interests of the Class.

5. Who is part of the Class?

Generally speaking, you are a Class Member and are included in the Settlement if you are an individual consumer who paid (or were required to pay) for all or part of the purchase price of Vioxx before October 1, 2004. The Settlement does not include any consumer who purchased Vioxx for personal or family use before October 1, 2004 while living in Missouri.

The complete Class definition is:

All individual consumer purchasers of Vioxx in the United States (except members of the class previously certified by the Circuit Court of Jackson County, Missouri in the *Plubell* case with respect to purchases made while a resident of the State of Missouri) (the "Settlement Class"), except that the Settlement Class shall include only individuals who purchased Vioxx (by paying all or part of the purchase price). For sake of clarity, the Settlement Class defined in the foregoing sentence includes, but is not limited to, all persons referenced in the foregoing sentence who also received a Post-Withdrawal Medical Consultation as defined below [in Question 10]. All other Vioxx purchasers (including any private or governmental third-party payors that may have paid all or part of the purchase price of Vioxx for use by individual consumers) are excluded. Also excluded are (a) all persons who have previously settled Vioxx-related claims, including all participants in the Vioxx Resolution Program, (b) any of Merck's directors, officers, employees, or agents, (c) the Court, the judge's immediate family members, and the staff of the Court assigned to work on MDL 1657, and (d) those individuals who timely and validly exclude themselves from the Class by means of the Opt Out Procedure.

The Settlement Agreement, order granting preliminary approval to the Settlement, key dates and deadlines, and other important orders and documents in the case are available at www.VioxxSettlement.com.

6. Who is excluded from the Class?

Not included in the Class are:

- The Defendants and their present or former, direct and indirect, parents, subsidiaries, divisions, partners and affiliates;
- The United States government, its officers, agents, agencies and departments; the States of the United States and their respective officers, agents, agencies and departments; and all other local governments and their officers, agents, agencies and departments;
- Any consumer who has released her/his claims against Merck related to Vioxx and/or

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- participated in the Vioxx Resolution Program;
- Any private or governmental third-party payor who may have paid all or any part of the purchase price of Vioxx for use by individual consumers;
- Any consumer who was a resident of the State of Missouri who purchased Vioxx for personal or family use before October 1, 2004 (*see* Question 7); and
- Class members who timely and validly exclude themselves from the Class (*see* Question 14).

7. What about other cases involving Vioxx?

You may have already received a notice if you were a member of the class previously certified by the Circuit Court of Jackson County, Missouri in the *Plubell* case with respect to purchases made while a resident of Missouri. You are not included in this Settlement if you are part of the *Plubell* class. This Settlement does not involve any personal injury or wrongful death claims involving Vioxx, nor does it revive any such claims.

BENEFITS OF THE SETTLEMENT — WHAT YOU GET

8. What does the Settlement provide?

Merck will pay up to \$23 million to settle the lawsuit. All costs for the Claims Administrator to administer the Settlement, the cost to inform people about the Settlement, and the attorneys' fees and expenses incurred in bringing this case and related cases in the MDL will be paid out of this Settlement Amount (*see* Question 18).

Class Members who submit valid claims can get: (1) up to \$50 in cash or (2) reimbursement for up to the actual out-of-pocket expenses paid for Vioxx and up to \$75 for certain other losses. Payment amounts will vary depending upon several factors such as the number of claims submitted, the amounts claimed, the proof submitted, and other adjustments and deductions. If claims exceed the amount available, the cash payments will be reduced on a proportional basis so that all valid claims can be paid some amount.

9. How do I file a claim?

To receive any payment under this Settlement, you must complete and return a Claim Form with the required supporting documentation. A Claim Form is attached to this notice. You can also get a Claim Form on the Internet at www.VioxxSettlement.com. Read the Claim Form instructions carefully. **You must fill out the Claim Form and submit it online or mail it to the Claims Administrator with supporting proof, postmarked by May 6, 2014, and addressed to:**

Vioxx Consumer Claims Administrator
P.O. Box 26882
Richmond, VA 23261

Documentation Requirements: To be valid, a Claim must be (1) timely submitted with all required information and documentation, (2) submitted by the individual Settlement Class Member or a family member or legal guardian (no other third-party submissions), (3) timely supplemented with additional information or documentation in response to requests by the Claims Administrator, (4) signed by the Settlement Class Member, family member, or legal guardian and (5) include documentary proof of the purchase of, and payment for, Vioxx for personal or family use. No Claims submitted by third parties are permitted.

Option 1a – Proof of Payment: The following forms of proof are acceptable: (a) a receipt, cancelled check, or credit card statement showing payment for Vioxx for the Class Member; (b) an EOB (explanation of benefits) from a third-party payor that shows Vioxx was prescribed for the Member and reflects the out-of-pocket expense that the Class Member paid for Vioxx, or (c) records from a pharmacy, pharmacy benefit manager (“PBM”) or similar entity that shows Vioxx was prescribed to the Class Member and reflects the out-of-pocket expense that the Class Member paid for Vioxx.

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Option 1b – Post-Withdrawal Medical Consultation: If, as part of an Option 1a Claim, you also want to be reimbursed for up to \$75 in total for costs or losses in connection with any and all Post-Withdrawal Medical Consultations (defined above), you must provide documentation of the consultation. Proof of the additional cost or loss must be submitted along with a statement that your medical consultation or diagnostic testing occurred between September 30, 2004 and November 30, 2004 and was not scheduled or recommended before September 30, 2004. This option is only available with an Option 1a claim.

Option 2 – Proof of Prescription: If the proof of payment forms in Option 1a are not available you can use an alternative proof of payment to make an Option 2 claim. A Class Member may submit documentary proof of a prescription of Vioxx (including, e.g., a prescription bottle with clearly visible label) without proof of payment and/or a sworn statement of having had and paid for a prescription of Vioxx. Under this option, a Class Member with a valid claim may receive a one-time payment of \$50.

10. How do I know if I have a Post-Withdrawal Medical Consultation claim?

Generally speaking, if after September 30, 2004 you arranged for and saw a doctor to get advice about discontinuing Vioxx you may have an Option 1b claim for a Post-Withdrawal Medical Consultation.

The definition of Post-Withdrawal Medical Consultation is:

Any office visit to a licensed physician to obtain advice regarding the Class Member's own use of Vioxx and/or to discuss discontinuing the use of Vioxx and possible alternative treatments for that Class Member that occurred following September 30, 2004, which is when Vioxx was withdrawn from the market, and prior to November 30, 2004. Further, the term Post-Withdrawal Medical Consultation includes any reasonable and necessary diagnostic testing that is solely the result of the Class Member's use of Vioxx and recommended by the Class Member's physician at the Post-Withdrawal Medical Consultation, performed as a result of such recommendation, and occurred after September 30, 2004 but prior to November 30, 2004 ("Vioxx-related diagnostic testing"). However, the definition of Post-Withdrawal Medical Consultation does not include any office visits or diagnostic testing occurring during the period from September 30, 2004 through November 30, 2004 that had been scheduled or recommended by the Class Member's physician or licensed prescriber prior to September 30, 2004.

11. How much will I get?

Your payment cannot be determined at this time. How much you receive from this Settlement depends on the total number and amount of claims submitted by other Class Members and the type of proof you submit with your claim. If claims exceed the amount available after the Court-approved fees and costs are deducted from the Settlement Amount, payments to Class Members will be reduced on a proportional basis so that all Class Members receive a payment. Your payment will not be greater than the amount of your claim, whether you make a claim for your actual out-of-pocket costs for the drug or for the one-time payment of \$50. It is possible that your payment will be lower than the amount of your claim, whether you make a claim for your actual out-of-pocket costs for the drug, for other losses, or for the one-time payment of \$50.

REMAINING IN THE SETTLEMENT

12. What claims am I giving up?

If the Settlement is approved, generally speaking you give up any right you may otherwise have to sue Merck for money damages or other relief related to any consumer *economic* injury claims made or that could have been made in this lawsuit.

Specifically, you release any claim relating to the purchase, price, payment, reimbursement, use, prescription, marketing, manufacture, distribution, sale, promotion, research, design, development, supply and/or ingestion of Vioxx during the Class Period that Class Members ever had, currently have, or may subsequently have in any capacity against Merck and/or Merck's associated or affiliated companies and certain others.

However, the Settlement does not release personal injury or wrongful death claims. More information about the release is available in section 6 of the Settlement Agreement available at www.VioxxSettlement.com.

13. What entities am I releasing?

The Released Entities include: Merck, its parent companies, subsidiaries, and affiliates, and their past, present and future officers, directors, trustees, employees, agents, attorneys, shareholders, predecessors, successors and assigns, and any retailers, suppliers, wholesalers, pharmacies, pharmacists and physicians or other health care providers that were in the chain of distribution for any such sales of Vioxx to Class Members.

EXCLUSION FROM THE SETTLEMENT

14. How do I exclude myself from the Settlement?

To ask to be excluded (also known as opting out), you must send a letter stating that you want to be excluded from *In re Vioxx Products Liability Litigation*, No. 05-md-01657 (E.D. La.). Be sure to include your name, address, and telephone number. Your exclusion letter must be mailed first class, postmarked no later than **November 9, 2013** to:

Vioxx Consumer Claims Administrator
P.O. Box 26882
Richmond, VA 23261

You cannot exclude yourself by phone, email, or fax.

OBJECTING OR COMMENTING ON THE SETTLEMENT

15. May I object to or comment on the Settlement?

Yes. If you are a Class Member and you have comments about, or disagree with, any part of the proposed Settlement, you may express your views to the Court. To object, send a letter saying that you object to *In re Vioxx Products Liability Litigation*, No. 05-md-01657 (E.D. La.). Be sure to include your name, address, telephone number, signature, and a brief explanation of your reasons for objecting. Your written comment or objection must be received by **November 9, 2013** at the following addresses:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of Court United States District Court Eastern District of Louisiana 500 Poydras Street New Orleans, LA 70130	Russ Herman Herman, Herman & Katz, LLC 820 O’Keefe Avenue New Orleans, LA 70113	Douglas R. Marvin Williams & Connolly, LLP 725 Twelfth Street, N.W. Washington, D.C. 20005

16. What is the difference between objecting and excluding myself from the Settlement?

An objection to the Settlement is made when you wish to remain a Class Member and be part of the Settlement but disagree with some aspect of it. An objection allows your views to be heard in Court. In contrast, exclusion means that you are no longer a Class Member and are not part of the Settlement's terms and conditions. Once excluded, you lose any right to object to the Settlement or to the attorneys’ fees because the case and Settlement no longer affects you.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in the case?

Yes. The Court has appointed law firms who have been prosecuting Vioxx claims to represent you and the other Class Members as “Class Counsel,” including:

Herman, Herman & Katz LLP 820 O’Keefe Avenue New Orleans, LA 70113	Lieff Cabraser Heimann & Bernstein, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111
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These lawyers will ask the Court for payment out of the Settlement Amount for attorneys’ fees and costs (*see* Question 18); you will not otherwise be charged for their work. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense. If you want your own lawyer to speak for you or appear in Court, you must file a Notice of Appearance (*see* Question 21).

18. How will the lawyers be paid?

To date, Class Counsel have not received any payment for their services in conducting this case and have not been paid for their expenses. They will ask the Court to approve fees for their case-related time, efforts, and results, and reimbursement for the costs they spent on the consumer claims and related actions, of up to 32% of the maximum Settlement Amount of up to \$23 million or \$7.36 million in total. These fees and costs will be paid out of the up to \$23 million Settlement Amount. More information about Class Counsel and their experience is available at www.VioxxSettlement.com.

THE COURT’S FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **December 13, 2013 at 8:30 a.m.** to consider whether the proposed Settlement is fair, reasonable, and adequate. At the Hearing, the Court will decide whether to approve the Settlement and the request for attorneys’ fees and expenses. If comments or objections have been received, the Court will consider them at this time.

Note: The Hearing may be postponed to a different date without additional notice. Updated information will be posted on the Vioxx Consumer Claims website at www.VioxxSettlement.com.

20. Do I have to attend the Final Approval Hearing?

No. Attendance is not required. Class Counsel will answer the Court's questions on your behalf. If you or your personal attorney still wants to attend the Hearing, you are more than welcome to attend at your expense. However, it is not necessary that either of you attend. As long as the objection was postmarked before the deadline, the Court will consider it, even if you or your attorneys do not attend.

21. May I speak at the Final Approval Hearing?

Yes. If you want you or your own lawyer instead of Class Counsel to speak at the Final Approval Hearing, you must send the Court a document that is called a "Notice of Appearance." The Notice of Appearance should include the name and number of the lawsuit, and state that you wish to enter an appearance at the Final Approval Hearing for *In re Vioxx Products Liability Litigation*, No. 05-md-01657 (E.D. La.). Be sure to include your name, address, telephone number and signature. Your "Notice of Appearance" must be received by **November 9, 2013**. You may not speak at the Hearing if you previously asked to be excluded from the Class.

The Notice of Appearance must be mailed to the following addresses:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of Court United States District Court Eastern District of Louisiana 500 Poydras Street New Orleans, LA 70130	Russ Herman Co-Lead Class Counsel Herman, Herman & Katz, LLC 820 O'Keefe Avenue New Orleans, LA 70113	Douglas R. Marvin Counsel for Merck Williams & Connolly, LLP 725 Twelfth Street, N.W. Washington, D.C. 20005

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement and the other important legal documents that have been filed with the Court in this lawsuit. You can look at and copy these legal documents at any time during regular office hours at the Office of the Clerk of Court, United States District Court, Eastern District of Louisiana, 500 Poydras Street, New Orleans, LA 70130. These documents are also available online, on the Vioxx Consumer Claims Settlement website at www.VioxxSettlement.com.

In addition, if you have any questions about the lawsuit or this Notice, you may:

- Visit the Vioxx Consumer Claims Settlement website at www.VioxxSettlement.com.
- Call toll free 1-866-439-6932
- Write to: The Vioxx Consumer Claims Administrator, P.O. Box 26882, Richmond, VA 23261
- Email: Questions@VioxxSettlement.com