

Exhibit "A"  
NOTICE OF APPROVAL OF A CLASS ACTION AND OF A SETTLEMENT AGREEMENT

**QUÉBEC MIRAPEX® (PRAMIPEXOLE) CLASS ACTION  
NOTICE OF COURT APPROVAL OF 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.**

**Please take notice** that, on **December 19, 2011**, the Superior Court of Québec authorized the institution of a class action in court file number 500-06-000463-097 filed by France Lépine against Boehringer Ingelheim (Canada) Ltd. and approved the settlement agreement reached in the class action (the "Authorization Judgment"). The following class was authorized for settlement purposes only:

*All persons resident in Québec who were prescribed and ingested Mirapex® at any time up to July 13, 2011 and all persons who were resident in Québec at a time they were prescribed and ingested Mirapex®.*

Mirapex® (pramipexole dihydrochloride monohydrate) is a prescription drug that is commonly prescribed for the treatment of the signs and symptoms of idiopathic Parkinson's disease, and for symptomatic treatment of moderate to severe idiopathic Restless Legs Syndrome.

This lawsuit alleged that the defendant negligently designed, manufactured, marketed, distributed and sold the prescription medication Mirapex® without properly warning of alleged risks potentially associated with its use. The defendant denies the Plaintiff's allegations and denies any wrongdoing or liability. The court has not taken any position as to the truth or merits of the claims or defences asserted by either side. The allegations made by the Plaintiff have not been proven in court.

**If you are resident in Québec and were prescribed and ingested Mirapex® at any time up to the July 13, 2011, or if you were resident in Québec at a time that you were prescribed and ingested Mirapex®, you are a member of the Class and your rights will be affected.**

**SUMMARY OF THE SETTLEMENT AGREEMENT**

Without any admission of liability or wrongdoing, a Settlement Agreement has been reached. The Settlement Agreement provides for:

- a. The creation of a CAD \$2,717,600 Settlement Fund (the "Settlement Fund") from which eligible claimants may receive payment for Gambling Losses, Life Impact or both.
- b. The creation of three distinct funds within this Settlement Fund of CAD \$2,717,600 namely:
  - (i) The Administration Fund of CAD \$200,000;
  - (ii) The Gambling Loss Fund of CAD \$2,200,000;
  - (iii) The Life Impact Fund of CAD \$317,600.
- c. Eligibility for payment from the Settlement Fund will be determined on an individual basis by the Administrator appointed by the Court, namely Collectiva Class Action Services Inc., upon an analysis of individual Class Members' claims and records. Eligibility for payment will require proof by Québec Class Members that they were prescribed Mirapex® and that they experienced qualified Gambling Losses and/or Life Impact during their use of Mirapex® and is based on a point system. Not all class members will be eligible for payment. The eligibility to receive payment will be determined by the Administrator appointed by the Court on the basis of evidence submitted by each Class Member. The amount of payment will depend upon the number of claims approved and the points attributed to each Class Member;
- d. The decision of the Administrator is subject to an appeal before the Court;
- e. The costs associated with this Notice and all administration costs, as well as Class Counsel's fees and disbursements, which must be approved by the Québec Court, will be paid out of the Settlement Fund.

- f. The Settlement Agreement may be terminated by the Defendant or by Class Counsel if the number of Class Members who opt-out of the Settlement or the value of the claims filed after this Notice exceeds the thresholds agreed upon by the Parties.

## **OPTING-OUT**

If you are a member of the Class you will be bound by the terms of the Settlement Agreement and you will not be able to bring or maintain any other claim or legal proceedings against the Defendant in connection with the prescription and/or ingestion of MIRAPEX®, unless you exclude yourself ("Opt Out"). If you are a member of the Class and wish to Opt-Out, **you must fully complete and submit an Opt-Out Form to the Administrator by the Opt-Out Deadline of March 2<sup>nd</sup>, 2012** at the following address:

Collectiva Class Action Services inc.  
9-285 Place D'Youville, Montréal, QC H2Y 2A4

Opt-Out Forms are available at [www.collectiva.ca](http://www.collectiva.ca) or may be requested by mail or telephone by contacting Québec Class Counsel (contact information provided below). If you Opt Out, you will **NOT** be able to make a claim under the Settlement Agreement.

## **CLAIMS DEADLINE**

In order to be eligible for payment, **you must submit a Claim Form and any related documentary evidence to the Administrator on or before February 17, 2012**. Claim Forms are available at [www.collectiva.ca](http://www.collectiva.ca) or may be requested by mail or telephone by contacting Québec Class Counsel (contact information provided below). The completed Claim Form must be submitted to the following address:

Collectiva Class Action Services inc.  
9-285 Place D'Youville, Montréal, QC H2Y 2A4

## **FURTHER INFORMATION**

Any questions about the matters in this Notice should be directed by email, fax or telephone to Class Counsel at:

### **Lauzon Bélanger Lespérance Inc.**

100-286, Saint-Paul West  
Montréal, QC H2Y 2A3  
Tel: (514) 844-4646  
Fax (514) 844-7009  
[info@lblavocats.ca](mailto:info@lblavocats.ca)

Please do not contact the Court.

A complete copy of the Settlement Agreement and the detailed instructions package and instructions on how to obtain a Claim Form necessary to file a Claim for benefits under the Settlement Agreement or Opt-Out Form necessary to opt out of the class are available at [www.collectiva.ca](http://www.collectiva.ca) or by contacting Québec Class Counsel. If there is a conflict between the provisions of this Notice and the Authorization Judgment, the Authorization Judgment shall prevail.

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**This Authorization Notice has been approved by the Quebec Superior Court**