FORM LETTER
CLAIMS ON BEHALF OF DECEDENTS

(Date)

Dear (Client name)

We are writing to update you on the status of the Propulsid Product Liability Litigation and the Multi-District Litigation proceeding (MDL-1355) pending in the United States District Court for the Eastern District of Louisiana.

As you may know, thousands of people who took Propulsid have filed claims against Johnson & Johnson, Janssen Pharmaceutica, and other related entities. Some of the claims, such as yours, involve family members who died allegedly as a result of ingestion of Propulsid.

Over the last several years, attorneys representing the plaintiffs in these cases have spent millions of dollars and tens of thousands of man hours pursuing these claims. Three Propulsid cases have been tried to verdict. After costing the plaintiffs more than $1 million dollars in expenses, two of the trials (California state court and New Orleans federal court) resulted in verdicts for the defendants. The third trial (Mississippi state court) initially resulted in a plaintiffs' verdict, but the Mississippi Supreme Court recently overturned the verdict and ordered the case to be tried again. A number of these trials involved claims for death as a result of Propulsid.

After years of investigation, the science developed thus far reveals that most people who took Propulsid suffered no provable injury or have problems caused by something other than Propulsid. To be successful in a claim against the defendants, it must be proven that Propulsid *caused* the death. Meeting this burden of proof is extremely difficult. Many doctors have refused to express an opinion that Propulsid caused the death.

In this context, we are pleased to report that we have reached a court-approved settlement agreement with the defendants to allow our Propulsid cases, including yours, to be reviewed by a team of court appointed medical experts (without cost to you) and resolved in a quick and efficient process.

After being appointed by the Court, this Medical Review Panel will place each claim into one of two categories:

A. Claims in which medical records show injuries that can be directly linked to the use of Propulsid (Tier I, Tier II and Tier III as outlined in the Summary of MDL-1355 Term Sheet and as outlined in the MDL-1355 Term Sheet), and

B. Claims in which there are no injuries, or in which the claimed injuries cannot be directly linked to the use of Propulsid.

If your claim falls into Category A, you may be entitled to receive compensation. Death cases may be classified as Tier I cases provided additional factors relating to causation can be established by the Medical Review Panel from the medical records of the decedent. The exact amount of any payment will be made by a Special Master, who is a court appointed legal expert experienced in these types of personal injury actions. His decision will be final.

Although some claims will fall into category A, because the vast majority of Propulsid users cannot prove Propulsid caused an injury, most claims will fall into Category B. Most claimants, in other words, will receive no compensation.

Nonetheless, we are recommending to all of our clients that they participate in the settlement program. Here's why. As your attorneys, we have made our best efforts to find those cases that we think have injuries supporting the payment by the defendant. By participating in the settlement program, those cases which the plaintiffs' lawyers think are weak will get another review by a completely different group: the court appointed medical panel. Although it is unlikely that the attorneys missed many, provable claims, the second review is something that should provide reassurance about our conclusions.

If after the review, your claim still falls into Category B, you will not receive any compensation, although your lawyers may receive a $250 cost reimbursement from the administrative fund to cover a portion of the expenses they incurred on your behalf in pursuing these claims. The $250 payment will belong, and will be paid, to your attorneys.

Although you have the right to reject this settlement option and to pursue your case to trial, it is unlikely that you ultimately will be successful if the claimant's death cannot be shown to be directly and substantially caused by the use of Propulsid. A trial will be costly, time-consuming, and stressful, and for most people, will result in no recovery. Under the settlement program, your claim can be reviewed relatively quickly. Rather than waiting years for a trial date, your case can be evaluated in a matter of months.

The settlement agreement requires our firm to enroll all of our clients in the settlement program. We are not permitted to settle some cases and try others. This means that if you choose not to participate in this settlement process, you will need to employ other counsel to represent you in the future.

The attorneys who have worked for you in this litigation have pursued the case as far as it can go, and we are satisfied that reasonable efforts have been made to maximize the results for our clients. Our firm led the settlement negotiations that resulted in the settlement agreement. As attorneys who have participated int his litigation on a daily basis for almost five years, we strongly recommend this settlement program to you.

Enclosed for your review are copies of the court-approved MDL-1355 Term Sheet and a Summary of MDL-1355 Term Sheet.

WE WILL BE OPTING YOUR CLAIM INTO THE SETTLEMENT PROGRAM UNLESS YOU RETURN TO US, VIA CERTIFIED MAIL, RETURN RECEIPT, AN OPT OUT FORM. THE OPT OUT FORM IS ENCLOSED. IT SHOULD ONLY BE RETURNED TO US IN THE EVENT YOU DO NOT DESIRE TO PARTICIPATE IN THE SETTLEMENT PROGRAM. YOU MUST RETURN THE OPT OUT FORM BY AUGUST 15, 2004 OR ELSE YOUR CLAIM WILL BE INCLUDED IN THE SETTLEMENT PROGRAM.

Should you desire to learn more about what is happening and has happened in the Propulsid Product Liability Litigation case pending in the Eastern District of Louisiana, MDL-1355, please visit the court's website which is located at "http:\\propulsid.laed.uscourts.gov".

We appreciate the trust that you have placed in our firm. If you have questions about the settlement program or would like to discuss your case in more detail, please call _____.

Remember, time is of the essence if you do not desire to participate in the MDL-1355 Settlement Program. Failure to return the Opt Out Form by August 15, 2004, will mean that we will opt your case into the Settlement Program.

Very truly yours,

LAW FIRM

FORM LETTER
CLAIMS ON BEHALF OF THOSE CLAIMING INJURY

(Date)

Dear (Client name)

We are writing to update you on the status of the Propulsid Product Liability Litigation and the Multi-District Litigation proceeding (MDL-1355) pending in the United States District Court for the Eastern District of Louisiana.

As you may know, thousands of people who took Propulsid have filed claims against Johnson & Johnson, Janssen Pharmaceutica, and other related entities.

Over the last several years, attorneys representing the plaintiffs in these cases have spent millions of dollars and tens of thousands of man hours pursuing these claims. Three Propulsid cases have been tried to verdict. After costing the plaintiffs more than $1 million dollars in expenses, two of the trials (California state court and New Orleans federal court) resulted in verdicts for the defendants. The third trial (Mississippi state court) initially resulted in a plaintiffs' verdict, but the Mississippi Supreme Court recently overturned the verdict and ordered the case to be tried again.

After years of investigation, the science developed thus far reveals that most people who took Propulsid suffered no provable injury or have problems caused by something other than Propulsid. To be successful in a claim against the defendants, you must be able to prove that Propulsid *caused* your injuries. Most Propulsid claimants will be unable to meet that burden.

In this context, we are pleased to report that we have reached a court-approved settlement agreement with the defendants to allow our Propulsid cases, including yours, to be reviewed by a team of court appointed medical experts (without cost to you) and resolved in a quick and efficient process.

After being appointed by the Court, this Medical Review Panel will place each claim into one of two categories:

A. Claims in which medical records show injuries that can be directly linked to the use of Propulsid (Tier I, Tier II and Tier III as outlined in the Summary of MDL-1355 Term Sheet and as outlined in the MDL-1355 Term Sheet), and

B. Claims in which there are no injuries, or in which the claimed injuries cannot be directly linked to the use of Propulsid.

If your claim falls into Category A, you may be entitled to receive compensation. The exact amount of your payment will depend on the severity of your case. The payment determination will be made by a Special Master, who is a court appointed legal expert experienced in these types of personal injury actions. His decision will be final.

Although some claims will fall into category A, because the vast majority of Propulsid users cannot prove Propulsid caused an injury, most claims will fall into Category B. Most claimants, in other words, will receive no compensation.

Nonetheless, we are recommending to all of our clients that they participate in the settlement program. Here's why. As your attorneys, we have made our best efforts to find those cases that we think have injuries supporting the payment by the defendant. By participating in the settlement program, those cases which the plaintiffs' lawyers think are weak will get another review by a completely different group: the court appointed medical panel. Although it is unlikely that the attorneys missed many, provable claims, the second review is something that should provide reassurance about our conclusions.

If after the review, your claim still falls into Category B, you will not receive any compensation, although your lawyers may receive a $250 cost reimbursement from the administrative fund to cover a portion of the expenses they incurred on your behalf in pursuing these claims. The $250 payment will belong, and will be paid, to your attorneys.

Although you have the right to reject this settlement option and to pursue your case to trial, it is unlikely that you ultimately will be successful if you suffered no injury or if you are unable to show a direct and substantial medical connection between your injury and your use of Propulsid. A trial will be costly, time-consuming, and stressful, and for most people, will result in no recovery. Under the settlement program, your claim can be reviewed relatively quickly. Rather than waiting years for a trial date, your case can be evaluated in a matter of months.

The settlement agreement requires our firm to enroll all of our clients in the settlement program. We are not permitted to settle some cases and try others. This means that if you choose not to participate in this settlement process, you will need to employ other counsel to represent you in the future.

The attorneys who have worked for you in this litigation have pursued the case as far as it can go, and we are satisfied that reasonable efforts have been made to maximize the results for our clients. Our firm led the settlement negotiations that resulted in the settlement agreement. As attorneys who have participated int his litigation on a daily basis for almost five years, we strongly recommend this settlement program to you.

Enclosed for your review are copies of the court-approved MDL-1355 Term Sheet and a Summary of MDL-1355 Term Sheet.

WE WILL BE OPTING YOUR CLAIM INTO THE SETTLEMENT PROGRAM UNLESS YOU RETURN TO US, VIA CERTIFIED MAIL, RETURN RECEIPT, AN OPT OUT FORM. THE OPT OUT FORM IS ENCLOSED. IT SHOULD ONLY BE RETURNED TO US IN THE EVENT YOU DO NOT DESIRE TO PARTICIPATE IN THE SETTLEMENT PROGRAM. YOU MUST RETURN THE OPT OUT FORM BY AUGUST 15, 2004 OR ELSE YOUR CLAIM WILL BE INCLUDED IN THE SETTLEMENT PROGRAM.

If you elect to be included in the settlement program, you do not need to fill out or send in any forms at this time. However, should you have any medical records or pharmacy records relating to your ingestion of Propulsid or the effects of taking Propulsid, please send them to us.

Should you desire to learn more about what is happening and has happened in the Propulsid Product Liability Litigation case pending in the Eastern District of Louisiana, MDL-1355, please visit the court's website which is located at "http:\\propulsid.laed.uscourts.gov".

We appreciate the trust that you have placed in our firm. If you have questions about the settlement program or would like to discuss your case in more detail, please call _____.

Remember, time is of the essence if you do not desire to participate in the MDL-1355 Settlement Program. Failure to return the Opt Out Form by August 15, 2004, will mean that we will opt your case into the Settlement Program.

Very truly yours,

LAW FIRM

Opt Out Form For Propulsid MDL Settlement

TIME SENSITIVE- MUST BE RETURNED VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, BY AUGUST 15,2004

I have read and fully understand the enclosed letter, Term Sheet, and Term Sheet Summary. I am satisfied with the information provided by my attorneys.

I DO NOT ELECT TO PARTICIPATE IN THE MDL SETTLEMENT.

By electing to not participate in the settlement, I understand that:

1. Under the terms of the MDL Settlement, my attorneys at _____ are not permitted to continue representing me in the litigation of my claims.
2. I will obtain new counsel immediately to protect my legal rights.
3. _____ is authorized to withdraw from representing me.

_____ _____
Signature Date

_____ _____
Print Name Home Phone

_____ _____
Address Work Phone

_____ _____
Email Address Cell Phone

Social Security Number:_____

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If you desire to opt out of the MDL-1355 Settlement Program, please complete the above, in full, and return by August 15, 2004 to:

_____
_____
_____
_____

SUMMARY OF MDL-1355 TERM SHEET[1]

What conditions must be met before the settlement program goes into effect?

The defendants agreed to the settlement program only on the condition that most filed federal claims and a number of "tolled" claims are resolved through the settlement process. Accordingly, the following number of claimants must agree to participate in the program by October 29, 2004, for the program to go into effect:

1. 85% of the 300 death cases filed in federal court.
2. 75% of the 4000 total cases filed in federal court.
3. 12,000 of the 36,000 claims on statute of limitations tolling agreements.

If by October 29, 2004, the number of plaintiffs in federal cases as of February 1, 2004, and claimants in tolled claims enrolled in the Program, does not meet the minimum benchmarks, as stated above, the settlement program does not go into effect.

How much money will be available to pay claims?

If the minimum enrollment benchmarks are met, the total amount available to pay all claims out of the settlement fund will be $69.5 million. If the number of claimants in federal cases as of February 1, 2004 and claimants in tolled claims enrolled exceeds the minimum, the amount contributed to the settlement fund by the defendants to pay claims will increase in stages up to a maximum of $90 million. (The settlement fund reaches $90 million if 100% of the current federal cases are enrolled.)

If I enroll, what happens to my case?

If you enroll in the settlement program, any pending lawsuit will be dismissed and your claims then will be resolved under the terms of the settlement program. You will need to assist us in obtaining medical records and completing a settlement claim form so that your claim can be evaluated by a Medical Review Panel and the Special Master. You will be asked to sign an unconditional release against the defendants and your lawyers will sign an order of dismissal of the entire case, with prejudice. These documents will be held in escrow by the defense counsel. The dismissal order will be filed and the releases will become effective only when a final determination

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[1] This document is only a summary and does not change or modify the settlement program. Please refer to the MDL-1355 Term Sheet which contains the entire settlement program and controls the terms of the settlement. You may access the full settlement Term Sheet on the court's website at "http:\\propulsid.laed.uscourts.gov".

of your claim is made by the Medical Review Panel or the Special Master.

Enrolling in the settlement program is an irrevocable decision to accept whatever award, if any, is made under the program.

What must I prove to receive compensation?

To receive compensation, a claimant must show:

A. Evidence of an "event," defined as death, cardiac arrest, TdP (Torsades de Pointes), ventricular fibrillation, or sustained ventricular tachycardia; and

B. Evidence that Propulsid was ingested no longer than 72 hours before the event, and that Propulsid was a substantial contributing cause of the event.

How will the claims-evaluation process work?

Claims will be evaluated in a two-step process: (1) a determination of ingestion and causation; and (2) a determination of damages.

First, a Medical Review Panel will decide if the medical records and claim form submitted as your claim documentation demonstrates adequate evidence of ingestion and causation. If they do not, then your claim will be dismissed and you will receive no compensation (although your attorneys may receive a partial cost reimbursement of $250 payable from an administrative fund). If it does show sufficient evidence of ingestion and causation, then the Medical Review Panel will perform further evaluation and assign the claim to one of several categories, called "Tiers." These tiers are described below. It will then be referred to the Special Master to determine the amount of compensation you will be awarded.

What categories of claims are compensable?

Tier I

- Death cases only.
- Cause of death must be more consistent with primary ventricular arrhythmia than with any other cause.
- Propulsid must be a substantial contributing cause of the ventricular arrhythmia.

Tier II
Nonfatal cardiac arrest

LEVEL A

- No documented previous cardiac arrest, MI, or myocardial ischemia.
- No documented high risk of cardiac arrest before starting on Propulsid.
- Arrest more consistent with primary ventricular arrhythmia than any other cause.
- Propulsid was a substantial contributing cause of the arrhythmia.
- The arrest was witnessed by a health care provider, or required CPR or defibrillation, or was electronically documented.

LEVEL B

- Risk factors for cardiac arrest, but no documented previous cardiac arrest.
- Arrest more consistent with primary ventricular arrhythmia than any other cause.
- Propulsid was a substantial contributing cause of the ventricular arrhythmia.
- Documented medical treatment following the arrest.

Tier III
Primary ventricular tachycardia

- Must be sustained v-tach, TdP (polymorphic v-tach), or v-fib.
- Must be documented by a monitoring device strip or report of what a monitoring device showed.
- Propulsid was a substantial contributing cause of the arrhythmia.
- Documented medical treatment for the event.

What if my claim is not assigned to Tier I, Tier II, or Tier III?

You will not receive any compensation. But your lawyers may receive a $250 cost-reimbursement payment from an administrative fund established in the settlement program.

Who serves on the Medical Review Panel?

The Medical Review Panel consists of six physicians – three to be selected by the Plaintiffs' Steering Committee and three to be selected by the defendants. Each panel member must be a cardiologist, an internist, or an electrophysiologist.

Each claim will be evaluated by two members of the Panel – one of the three appointed by the plaintiffs and one of the three appointed by the defendants. If the two doctors assigned to a claim cannot agree, then the Special Master will appoint a third physician to break the tie.

Who is the Special Master?

The Special Master is Patrick Juneau, an independent (no association with plaintiffs or defendants) attorney appointed by the court, who has been in charge of the Propulsid MDL mediation program for more than a year.

What will the Special Master consider when determining the amount of an award?

The Special Master will decide the amount of compensation to award to any claimant. In making that determination, he may consider both economic and non-economic tort theories of recovery. The Special Master may not consider or award punitive damages.

What if the total amount awarded by the special master exceeds the amount in the settlement fund?

The amount awarded by the Special Master for a claim is the amount you will receive, as long as the total amount of funds in the settlement program is enough to compensate all claimants who the Special Master determines are entitled to compensation. If the sum of all claimants' awards exceeds the total amount of funds in the settlement program, then each claimants' award will be reduced on a pro rata (proportional) basis, so that all claimants are treated fairly.

When will the settlement awards be paid?

We expect a portion of each award to be paid very shortly after the Special Master makes a determination of a claimant's award. The balance of the claimant's award will be withheld pending a final calculation of all awards to all claimants and payment of any liens. The date for the payment of the balance has not yet been determined.

Will I owe legal fees or costs?

If you are compensated from the Settlement Fund, you will owe attorneys fees and costs as set forth in the contingency-fee agreement between you and our firm along with a 6% MDL fee.

In addition, Court Appointed Plaintiffs' Steering Committee also may be entitled to receive a fee approved by the court and paid by the defendants for the work we performed on court-appointed MDL committees. Any such additional fee will not reduce the amount of your recovery.

If you enter the settlement program and do not receive an award, you will not, under our fee agreement, be responsible for paying any fee or reimbursing our firm for any costs that we advanced on your behalf. But our firm might receive a $250 cost-reimbursement payment directly from the fund.