

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

**If you bought Ovcon 35 directly from  
Warner Chilcott, you could get a payment  
from a class action settlement.**

*A federal court authorized this notice. It is not a solicitation from a lawyer.*

- You may have received a prior notice alerting you to the existence of a Class Action Lawsuit (the “Lawsuit”) brought by Direct Purchasers of Ovcon 35 against Warner Chilcott and Barr Pharmaceuticals, Inc. (“Barr”), and giving you the opportunity to exclude yourself from the Lawsuit by taking action before March 10, 2008. The Lawsuit asserts that Warner Chilcott and Barr violated antitrust laws relating to the sale of Ovcon 35.
- This Court has allowed the lawsuit to be brought as a class action on behalf of a Class of certain entities that purchased Ovcon 35 directly from Warner Chilcott at any time between April 22, 2004 and December 31, 2006 (the “Class”). You may be a member of the Class.
- This additional notice is to inform you that a settlement with the remaining defendant, Barr, has been reached that will provide \$13 million to resolve the Class’s claims against Barr. As the prior notice stated, the Class previously settled their claims against Warner Chilcott for \$9 million. The total settlements in the Lawsuit, therefore, now jointly amount to \$22 million (the “Settlement Fund”).
- The Court has scheduled a hearing to decide upon Final Approval of the settlement, the plan for allocating the Settlement Fund to class members (summarized in question 7 below), and Class Counsel’s request for reimbursement of costs and attorneys’ fees out of the Settlement Fund. That hearing is scheduled for **April 20, 2009 at 9 am** before U.S. District Court Judge Kollar-Kotelly in Courtroom 28A at the United States District Court for the District of Columbia, 333 Constitution Avenue, N.W., Washington, DC 20001.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>DO NOTHING NOW; SUBMIT A CLAIM FORM IN A FEW MONTHS</b>	You do not need to do anything now to keep the right to get a share of the settlements with Warner Chilcott and Barr. But a few months from now, if the settlement with Barr is approved and you are a Class Member, you will need to sign and return a Claim Form to get your share of both settlements.
<b>OBJECT</b>	Write to the Court about why you do not like the settlement.
<b>GO TO A HEARING</b>	Ask to speak to the Court about the fairness of the settlement with Barr.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to finally approve the settlement with Barr, and if it does not, the lawyers will need to prove the claims against Barr at trial.

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## BASIC INFORMATION

### 1. Why did I get this notice?

You received this notice because you may have purchased Ovcon 35 directly from Warner Chilcott between April 22, 2004 and December 31, 2006.

You may have received an earlier notice explaining that the Court had allowed, or “certified,” a class action lawsuit in this case. The earlier notice explained the lawsuit, the partial settlement with Warner Chilcott, and the legal rights and options that you were able to exercise before the Court decided whether to approve the partial settlement. It also gave you an opportunity to exclude yourself, or “opt out” of the lawsuit, by mailing an exclusion notice by March 10, 2008.

The current notice again explains the lawsuit, as well as the recent settlement with Barr and the legal rights and obligations that you may exercise before the Court decides whether to finally approve the settlement with Barr or hold a trial.

### 2. What is this lawsuit about?

As explained in the previous notice, the lawsuit claims that Warner Chilcott and Barr violated federal antitrust laws by illegally delaying the entry of generic Ovcon 35. The lawsuit claims that in exchange for payment, Barr agreed not to market its generic Ovcon 35 in competition with Warner Chilcott’s Ovcon 35. The lawsuit claims that these actions denied direct purchasers of Ovcon 35 the benefits of competition and caused them to pay higher prices for the drug sold by Warner Chilcott under the brand name Ovcon 35 and by Barr as Balziva.

Like Warner Chilcott earlier, Barr too denies that it did anything wrong and maintains that any conduct it engaged in was reasonable and based upon independent, legitimate business and economic justifications, without the purpose or effect of injuring competition. Barr also claims that its actions have had procompetitive effects that benefitted competition and consumers.

The lawsuit asks the Court to declare that Barr’s actions were an unlawful restraint of trade and award damages representing three times the amount that was overpaid as a result of the delayed entry of generic Ovcon 35, plus interest, attorneys’ fees and costs.

The Court has not decided whether Barr violated any laws. The settlement with Barr is not an admission of wrongdoing or an indication that any law was violated.

The class action is known as *Meijer, Inc., et al. v. Barr Pharmaceuticals, Inc.*, Civil Action No. 05-2195 (CKK). Judge Colleen Kollar-Kotelly of the United States District Court for the District of Columbia is overseeing this class action.

### 3. Why is this a class action?

In a class action, one or more entities called “Class Representatives” sue on behalf of other entities with similar claims. In this case, there are five Class Representatives: Meijer, Inc. and Meijer Distribution, Inc.; Louisiana Wholesale Drug Co., Inc.; Rochester Drug Co-operative, Inc.; American Sales Company, Inc.; SAJ Distributors, Inc. and Stephen L. LaFrance Holdings, Inc.

The Class Representatives and the entities on whose behalf they have sued are together a “Class” or “Class Members.” They are also called the “Plaintiffs.” Their attorneys are called “Class Counsel.”

The companies that have been sued are called the Defendants. In this case, the only remaining Defendant is Barr. The Plaintiffs previously settled their claims against the Warner Chilcott Defendants for, among other consideration, \$9 million, and the Court approved that settlement on July 10, 2008.

In a class action lawsuit, one court resolves the issues for everyone in the Class, except for those class members who exclude themselves from the Class. The time for requesting exclusion from this class action expired on March 10, 2008.

#### 4. Why is there a settlement with Barr?

The Plaintiffs previously settled their claims against the Warner Chilcott Defendants and the Court approved that settlement on July 10, 2008. The Plaintiffs and Barr were preparing to go to trial, but they have now agreed to a settlement. That way, they will avoid the cost of a trial against each other, and the Class will get compensation. The Class Representatives and the attorneys think that the settlement with Barr is best for all Class Members.

### WHO IS IN THE CLASS AND SETTLEMENTS

To see if you are in the Class, and if you will get money from the settlements with Warner Chilcott and Barr, you first have to decide if you are a Class Member.

#### 5. Am I part of the Class and the settlements with Warner Chilcott and Barr?

Judge Kollar-Kotelly has decided that all entities in the United States that purchased Ovcon 35 directly from Warner Chilcott at any time between April 22, 2004 and December 31, 2006 are Class Members. She excluded from the Class hospitals, universities and clinics, as well as the Defendants and their officers, directors, management, employees, subsidiaries and affiliates.

Also excluded are certain retail pharmacy chains that have excluded themselves from the Class and have brought claims in their own right or by assignment from Class Members. Those excluded retail pharmacy chains are Walgreen Co.; Eckerd Corporation; Maxi Drug, Inc. d/b/a Brooks Pharmacy; Albertson's Inc.; The Kroger Co.; Safeway, Inc.; Hy-Vee, Inc.; CVS Pharmacy, Inc.; Rite Aid Corporation; and Rite Aid Hdqtrs. Corp.

If you are not sure whether you are included, you may call or write to the lawyers in this case at the telephone numbers or addresses listed in Question 11 below.

### THE SETTLEMENT BENEFITS—WHAT YOU GET

#### 6. What does the settlement with Barr provide?

Barr has agreed to contribute \$13 million into a Settlement Fund. This will be in addition to the \$9 million that Warner Chilcott has already contributed to the Settlement Fund, and any interest that has accrued. Class Counsel will apply to the Court for an award of attorneys' fees (of up to one-third of the gross settlement fund) and expenses, incentive awards to the Class Representatives, and payment for costs of administering the settlement from the fund. The remainder (the "Net Settlement Fund") will be divided among Class Members.

#### 7. How much will my payment be?

Your share of the Net Settlement Fund will depend on the amount of Ovcon 35 you directly purchased from Warner Chilcott between April 22, 2004 and December 31, 2006 and/or the amount of generic Ovcon 35 you purchased when it became available. Those who purchased more brand Ovcon 35 during that period and/or more generic Ovcon 35 after it came to market will get more money.

Your share of the Net Settlement Fund will also depend on the number of valid claim forms that Class Members send in after the claims against both Warner Chilcott and Barr are resolved. If less than 100% of the Class sends in a claim form, you could get a larger *pro rata* share.

The benefits available under the settlement with Barr will become available only if the Court grants final approval to this settlement. The benefits available under the settlement with Warner Chilcott will become available after the claims against Barr are resolved, either through final approval of this settlement, or after trial and any appeals or appeal rights have expired.

#### 8. Can I get out of the settlement?

No, not unless you previously excluded yourself from the case on or before March 10, 2008. Those excluded entities are listed under Question 5 above. As stated in the previous notice, as a Class Member, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Warner Chilcott or Barr about the legal issues in this case. All of the Court's orders will apply to you and legally bind you. You will also be bound by the settlement with Warner Chilcott, as well as by the settlement with Barr, if the Court grants final approval.

### HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

#### 9. How can I get a payment?

You do not need to do anything at this time to keep the right to get a share of the total Settlement Fund. If the Court approves the settlement with Barr, you will receive a Claim Form to request a *pro rata* share of the Settlement Fund. You may be asked to verify the accuracy of the information on the Claim Form, and to sign and return the form according to the directions on the Form.

#### 10. When would I get payment?

Payment is conditioned on several matters, including the Court's approval of the settlement with Barr, and such approval being final and no longer subject to any appeals to any court. Upon satisfaction of various conditions, the Net Settlement Fund will be allocated to Class Members on a *pro rata* basis pursuant to Court-approved Plan of Allocation, as soon as possible after the Court grants final approval to the settlement with Barr. Any appeal of the final approval could take several years. Any accrued interest on the Settlement Fund will be included, *pro rata*, in the amount paid to Class Members. The Settlement Agreement may be terminated on several grounds, including if the Court does not approve or materially modifies the settlement. Should the Settlement Agreement be terminated, the settlement will be terminated and the lawsuit will proceed as if the settlement had not been reached.

### THE LAWYERS REPRESENTING YOU

#### 11. Do I have a lawyer in this case?

Judge Kollar-Kotelly has decided that the lawyers listed below are qualified to represent you and all Class Members. Together the law firms are called "Class Counsel." They are experienced in handling similar cases against other companies. The lawyers are:

Kaplan Fox & Kilsheimer LLP  
850 Third Avenue, 14th Floor  
New York, NY 10022  
(212) 687-1980  
[www.kaplanfox.com](http://www.kaplanfox.com)

Berger & Montague, P.C.  
1622 Locust Street  
Philadelphia, PA 19103  
(215) 875-3000  
[www.bergermontague.com](http://www.bergermontague.com)

Boies, Schiller & Flexner LLP  
5301 Wisconsin Avenue, N.W.,  
Suite 800  
Washington, D.C. 20015  
[www.bsflp.com](http://www.bsflp.com)

Garwin Gerstein & Fisher, LLP  
1501 Broadway, Suite 1416  
New York, NY 10011  
(212) 398-0055  
[www.garwingerstein.com](http://www.garwingerstein.com)

Hagens Berman Sobol &  
Shapiro LLP  
One Main Street, 4<sup>th</sup> Floor  
Cambridge, MA 02142  
(617) 482-3700  
[www.hagens-berman.com](http://www.hagens-berman.com)

RodaNast, P.C.  
801 Estelle Drive  
Lancaster, PA 17601  
(717) 892-3000  
[www.rodanast.com](http://www.rodanast.com)

## 12. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you wish to do so, you may retain your own lawyer at your own expense.

## 13. How will the lawyers be paid?

If the Court approves the settlement with Barr, the Court will be asked to approve a fee to the lawyers of no more than one-third of the Settlement Fund, reimbursement to the lawyers for the expenses they have paid and a \$50,000 payment to each Class Representative for their efforts in prosecuting this case, which has included, among other things, production of documents, providing written discovery responses, sitting for depositions and regular communications with Class Counsel. You will not have to pay these fees and expenses. If the Court grants Class Counsels' requests, these amounts would be deducted from the money paid by Warner Chilcott and Barr into the Settlement Fund. Class Counsel's application for an award of attorneys' fees, reimbursement of expenses and incentive awards to the Class Representatives will be filed with the Court and made available for download and/or viewing on or before **February 13, 2009** on the internet sites maintained by Class Counsel listed above, as well as at the office of the Clerk of the United States District Court for the District of Columbia, 333 Constitution Avenue, N.W., Washington, DC 20001, during normal business hours.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement with Barr or some part of it.

## 14. How do I tell the Court that I do not like the settlement with Barr?

If you are a Class Member, you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter via first class U.S. mail saying that you object to *Meijer, Inc., et al. v. Barr Pharmaceuticals, Inc.*, Civil Action No. 05-2195 (CKK). Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. Mail the objection no later than **February 23, 2009**, to: Ovcon 35 Objections, P.O. Box 2995, Portland, OR 97208-2995.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to finally approve the settlement with Barr. You may attend and you may ask to speak, but you do not have to.

## 15. When and where will the Court decide whether to finally approve the settlement?

The Court will hold a Fairness Hearing at **9:00 am** on **Monday, April 20, 2009**, in Courtroom 28A at the United States District Court for the District of Columbia, 333 Constitution Avenue, N.W., Washington, DC 20001. At this hearing, the Court will consider whether the settlement with Barr is fair, reasonable and adequate. If there are objections, the Court will consider them. Judge Kollar-Kotelly will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to finally approve the settlement. We do not know how long these decisions will take.

**16. Do I have to come to the hearing?**

No. Class Counsel will answer questions that Judge Kollar-Kotelly may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Moreover, attendance is not necessary to receive a *pro rata* share of the Net Settlement Fund.

**17. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter via first class U.S. mail saying that it is your "Notice of Intention to Appear in *Meijer, Inc., et al. v. Barr Pharmaceuticals, Inc.*, Civil Action No. 05-2195 (CKK)." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **February 23, 2009** and must be sent to: Ovcon 35 Appearances, P.O. Box 2995, Portland, OR 97208-2995. You cannot speak at the hearing if you have previously excluded yourself.

**IF YOU DO NOTHING**

**18. What happens if I do nothing at all?**

If you are a Class Member and you do nothing, you will participate in the settlement as described in this notice, if the settlement is approved. However, in the future, once the Claim Form is sent to you, you will need to sign and return it in order to get a payment.

**GETTING MORE INFORMATION**

**19. How do I get more information?**

If you have questions about this case or want to get additional information, you may call or write to, or visit the websites of, any of the lawyers listed in Question 11. This is only a summary of the proposed settlement and is qualified in its entirety by the terms of the actual Settlement Agreement. A copy of the Settlement Agreement, including the releases, is on public file with the United States District Court for the District of Columbia, 333 Constitution Avenue, N.W., Washington, DC 20001 during normal business hours and is also available for download and/or viewing on the internet sites maintained by Class Counsel listed in Question 11.

**PLEASE DO NOT WRITE OR CALL THE COURT  
OR THE CLERK'S OFFICE FOR INFORMATION.**

DATE: JANUARY 7, 2009

BY THE COURT

Honorable Colleen Kollar-Kotelly  
United States District Judge