

IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SUSANNAH K. ALEXANDER, and SHERREL HOWARD, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

SOLVAY PHARMACEUTICALS, INC., et al.,

Defendants.

Case No. BC300364 (Consolidated with BC325120)

**If You Made a Payment or Co-Payment
For the Purchase of the Hormone Replacement Therapy Drugs Estratest or Estratest H.S., in California, You
Could Benefit From a Class Action Settlement
California Only Case**

The Los Angeles County Superior Court has authorized this notice. This is not a solicitation from a lawyer.

- A proposed Settlement has been reached in consolidated Class Action lawsuits against Solvay Pharmaceuticals, Inc. (“Solvay”) regarding the marketing of the hormone replacement therapy drugs Estratest and Estratest H.S. (collectively referred to as “Estratest”) in the State of California. The lawsuits, *Alexander and Howard v. Solvay Pharmaceuticals, Inc.*, Case Nos. BC 300364 and BC 325120 (the “lawsuit”) are pending in the Los Angeles County Superior Court.
- Pursuant to the Settlement Solvay will pay \$30 million into a Settlement Fund which will be used to pay (1) claims for any person or Third Party Payor (“TPP”) who paid any part of the cost of Estratest purchased in California at any time since August 7, 1999, (2) costs of administration, notice, reasonable attorneys’ fees and costs and (3) any incentive awards to Class Representatives approved by the Court.
- Your legal rights are affected whether you act, or do not act. Read this notice carefully.

You May:	Brief Explanation	Deadline to Take Action:
DO NOTHING	You are automatically part of the Class if you meet the description set forth below. However, if you do not file a claim, you will not receive any payment from the Settlement.	<i>N/A</i>
FILE A CLAIM	This is the only way you will receive any payment from the Settlement. See Questions 11-12	<i>Postmarked by February 12, 2010</i>
OBJECT TO OR COMMENT ON THE SETTLEMENT	You may object to or comment on the Settlement by writing to the Court and appearing at a hearing to determine whether the Court should approve the Settlement as fair to the Class. The Court has appointed lawyers to represent the Class. You may also seek advice and guidance from an attorney, at your own expense, if you so desire. See Questions 15-16	<i>Filed and served by November 2, 2009</i>

- 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 approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved. Please be patient.

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BASIC INFORMATION

1. What is Estratest?

Estratest is a prescription hormone replacement therapy drug within a group of drugs indicated for the treatment of moderate to severe vasomotor symptoms associated with menopause in patients whose symptoms are not relieved by estrogen alone. Estratest was marketed by the Defendant in this case, Solvay Pharmaceuticals, Inc.

2. Why did I get this Notice?

The Court sent you this notice because you have a right to know about a proposed Settlement of this lawsuit, and about your options, before the Court decides whether to approve the Settlement. If the Court approves it and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows. You will be informed of the progress of the Settlement.

This Notice explains:

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

3. What is the Lawsuit about?

The lawsuit alleges that Solvay violated California state unfair competition and false and deceptive advertising laws in connection with Solvay's marketing of Estratest. No question is raised in this lawsuit about the safety and effectiveness of Estratest or other prescription hormone replacement therapy drug products. A California state court certified the California Class on May 1, 2008.

Specifically, Plaintiffs allege that Solvay deceptively marketed Estratest as if it were an FDA-approved drug, when in fact Estratest was not FDA-approved for any use. The lawsuit further claims that Estratest has been advertised through the Physicians Desk Reference, through electronic databases, through written promotional materials, through announcements of managed care coverage, through drug labeling materials, and through company representatives who market Estratest directly to physicians. Further, the lawsuit claims that Solvay's deceptive marketing has misled healthcare professionals to prescribe and supply Estratest under the mistaken belief that Estratest was FDA-approved.

Solvay denies that the claims in the lawsuit are true and denies that it did anything wrong. Solvay contends that it did not misrepresent the regulatory status of Estratest to consumers, prescribing physicians or third party payors. Solvay also says that the regulatory status of Estratest was public knowledge and a matter of public record about which Class Members could not reasonably be misled. Solvay also contends that Plaintiffs' claims are barred by Federal law. Solvay denies all liability claimed in the lawsuit, denies that purchasers in California paid more than they should have and denies that the Class is entitled to any relief whatsoever in the lawsuit and believes it has meritorious defenses.

Notwithstanding their respective positions in the lawsuit, the parties have agreed to the Settlement to resolve the controversy and to avoid the burden, uncertainty, and expense of further litigation.

4. Why is this a class action?

In a class action, one or more persons or entities, called "Class Representatives" (in this case Susannah Alexander and Sherrel Howard), sue on behalf of others who have similar claims. All of the other persons and entities are called "Class" or "Class Members." One court resolves the issues for all Class Members. Judge Anthony Mohr is in charge of this Class Action.

5. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Solvay. Instead, both sides agreed to a Settlement to avoid the cost of a trial and uncertainties of continued litigation. The Class Representatives and Class Counsel think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT

To see if you will get money from this Settlement, you first have to decide if you are a Class Member.

6. How do I know if I am a member of the Settlement Class?

You are a Member of the Settlement Class if you fit the definition below:

Any person or entity who paid all or any part of the cost of Estratest and/or Estratest H.S. (collectively "Estratest") purchased in California, at any time from August 7, 1999 through August 21, 2009, the first date the Notice is disseminated pursuant to the Notice Plan, but excludes (i) persons with pending claims against Solvay Pharmaceuticals, Inc. for personal injury or wrongful death; (ii) persons or entities who purchased Estratest for purposes of resale; and (iii) Defendant's officers, directors, and employees. Provided, however that the Class shall also exclude: (iv) Defendant's attorneys and (v) Class Counsel. Government entities are neither part of the Class nor Class Members.

7. What if I purchased Estratest or Estratest H.S. outside of California?

Purchase(s) made outside of California will not be included in the Settlement. Only purchase(s) made inside of California are allowed in the Settlement and will be counted towards your payment and your Settlement award.

8. I am still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-888-821-8161 and ask questions. For more information, you can also visit the website, www.EstratestLitigation.com. Or you can fill out and return the Claim Form described on page 5, in question 11, to see if you qualify.

BENEFITS YOU GET FROM THE SETTLEMENT

9. What does the proposed Settlement provide?

The Settlement provides that Solvay will pay \$30,000,000.00 into a Settlement Fund. The Settlement further provides a release by Class Members of any current or future California non-personal injury claims against Solvay relating to Solvay's marketing, advertising and sale of Estratest, including representations about the regulatory status of Estratest. The full release language is found in the Claim Form at the end of this Notice package. You should read the full release carefully to determine what claims the Class is releasing in return for the benefits of the Settlement. Attorneys' fees, litigation costs and expenses, any incentive award to Class representatives, and costs of notice and administration will be paid from the Settlement Fund.

Class Counsel conducted a thorough investigation of the law and facts in the lawsuit. The Settlement is a result of arms-length negotiations between the parties, facilitated by a mediator. Class Counsel compared the benefits of Settlement to the risks of going to trial and concluded the Settlement is fair, reasonable, adequate, and in the best interests of the Class.

Complete details are found in the Settlement Agreement, which is available at www.EstratestLitigation.com. The Settlement Agreement is also on file with the Clerk's Office of the Los Angeles County Superior Court located at 600 South Commonwealth Avenue, Los Angeles, CA 90005 and may be inspected at the Clerk's Office at any time during regular business hours.

10. What can I get from this Settlement?

In return for a release of claims, which is further discussed below in question 14, the Settlement Fund amount available will be \$30,000,000.00, less the costs of administration, notice, reasonable attorneys' fees and costs, and any incentive awards to Class Representatives (not to exceed a total of \$40,000) approved by the Los Angeles County Superior Court. Purchasers who submit a valid Claim Form will receive payment not to exceed 30% of the actual amount of any payment or co-payment made for the purchase of Estratest. If, after everyone sends in Claim Forms, the claims total more than is in the Settlement Fund, the payments will be reduced. If any amounts remain after distribution, the remainder will be distributed per Court Order consistent with Cal. Code Civ. Proc. §384 and the Settlement Agreement.

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

11. What do I need to do to get a payment?

To receive payment, you must submit a valid Claim Form, postmarked by **February 12, 2010**, to the Claims Administrator at the following address:

Estratest Settlement Litigation
c/o Gilardi & Co. LLC
P.O. Box 8060
San Rafael, CA 94912-8060

A Claim Form is included with this Notice. Please remember to fill out completely and sign the Claim Form. Proof may be requested by the Claims Administrator at any time.

12. When would I get my payment?

The Court will hold a hearing on December 2, 2009 at 10:00 a.m. to decide whether to approve the Settlement. If the Court approves the Settlement after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a Claim Form will be informed of the progress of the Settlement. Please be patient.

RELEASE AND SETTLEMENT OF CLAIMS

13. What claims am I settling?

In return for the benefits described above in questions 9-10 and if the Court approves the Settlement, the lawsuit will be dismissed, with prejudice, and members of the Class may not sue Solvay in the future for the same claims. All members of the Class will release all claims concerning the conduct challenged in this lawsuit in exchange for participating in the Settlement Fund. The full text of the release is included in the Claim Form at the end of this Notice and is also set forth in the Settlement Agreement, found at www.EstratestLitigation.com.

14. What claims am I releasing?

Upon the Effective Date, Plaintiffs and each member of the Class and her respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors and assigns and all those acting or purporting to act on their behalf acknowledge full satisfaction of, and shall be conclusively deemed to have fully, finally and forever settled, released and discharged the Released Parties of and from all Released Claims.

The Released Claims released, settled and compromised by this Settlement Agreement include known and unknown claims, and this Settlement Agreement is expressly intended to cover all such injuries and damages, including all rights of action thereunder. The Parties hereby expressly, knowingly and voluntarily waive the provisions of Section 1542 of the California Civil Code, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him must have materially affected his or her Settlement with the debtor.”

Class Members expressly waive and relinquish any and all rights and benefits which they may have under, or which may be conferred upon them by, the provisions of Section 1542 of the California Civil Code to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Parties hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the Released Claims, but that it is their intention to hereby fully, finally and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, which they have against each other. In furtherance of such intention, the release herein given by the Class Members to the Released Parties shall be and remain in effect as a full and complete general release as to the Released Claims notwithstanding the discovery or existence of any such additional different claims or facts with respect to the Released Claims.

Subject to the Court’s approval, all Class Members shall be bound by this Settlement Agreement and all of their Released Claims shall be released as against the Released Parties, even if they never received actual notice of the Settlement prior to the hearing on final approval of the Settlement.

Nothing in the Settlement Agreement shall be construed to bar any claims of members of the Class and Plaintiffs that arise solely from conduct occurring after the Preliminary Approval Date or which is not specifically released.

Nothing in the Settlement Agreement or Final Approval Order or Judgment shall be construed to bar any claims of members of the Class and Plaintiffs that arise out of personal injury.

“Released Claims” means and includes any and all manner of non-personal injury claims duties, obligations, demands, claims, actions, causes of action, suits, damages, rights or liabilities of any nature and description whatsoever, whether arising under local, state or federal law, whether by Constitution, statute tort, contract, common law or equity or otherwise, whether known or unknown, concealed or hidden, suspected or unsuspected, anticipated or unanticipated, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, fixed or contingent, that have been or could have been asserted in this Action relating to Defendant’s marketing, advertising and sale of Estratest, including any representations by Defendant regarding the regulatory status of Estratest. Released Claims include, but are not limited to, all claimed or unclaimed compensatory damages, statutory damages, consequential damages, incidental damages, punitive and exemplary damages, as well as all claims for equitable, declaratory or injunctive relief under any federal or state statute or common law or other theory that was alleged or could have been alleged based on the facts forming the basis for this Action, including but not limited to any and all claims under deceptive or unfair practices statutes, or any other statute, regulation or judicial interpretation. Notwithstanding the foregoing, nothing in this Settlement Agreement shall be deemed a release of the Parties’ respective rights and obligations under this Settlement Agreement.

“Released Parties” means and refers to: Solvay Pharmaceuticals, Inc. and its present, former and future officers, directors, partners, employees, agents, attorneys, servants, heirs, administrators, executors, members, member entities, shareholders, predecessors, successors, affiliates, subsidiaries, parents, representatives, trustees, principals, insurers, vendors and assigns, individually, jointly and severally.

OBJECTING TO THE SETTLEMENT

15. May I object to the Settlement?

Yes. If you are a member of the Class, you may object to any aspect of the Settlement, the fairness or adequacy of Class Counsel’s representation, or the requests for attorneys’ fees and expenses.

16. How do I tell the Court that I don’t like the Settlement?

If you’re a Class Member, you can object to the Settlement if you don’t 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 to the Settlement, you (or your lawyer if you have one) must file a written objection with the Clerk of the Court, Los Angeles County Superior Court, 600 South Commonwealth Avenue, Department CCW-309, Los Angeles, CA 90005. The objection must be filed, served and received by **November 2, 2009**. Your written objection can include any supporting materials, papers or briefs that you want the Court to consider. Even if you object, you may still participate in the Settlement if it is finally approved and implemented. Your written objection should include:

- Your name, address, telephone number and an explanation of your objection; and
- The case names and numbers: *Alexander and Howard v. Solvay Pharmaceuticals, Inc.*, Case No. BC 300364 and BC 325120.

Any documentation that you file with the Court must also be mailed on or before **November 2, 2009** to the following:

Henry H. Roszbacher
THE ROSSBACHER FIRM
811 Wilshire Blvd., Suite 1650
Los Angeles, CA 90017

*Co-Counsel for Plaintiffs
and the Class*

David E. Stanley
REED SMITH LLP
355 South Grand Ave., Suite 2900
Los Angeles, CA 90071

*Counsel for Defendant Solvay
Pharmaceuticals, Inc.*

Objections filed with the Court *after* **November 2, 2009** will *not* be considered.

Any lawyer representing a Class Member for the purpose of making objections must also file a Notice of Appearance with the Clerk of the Court no later than **November 2, 2009**, and must also serve copies of the same, by mail, to Counsel listed above.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer representing my interests in this case?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. They will ask the Court to approve an award for fees and expenses. The following law firms represent the Class:

THE ROSSBACHER FIRM
Henry H. Roszbacher
James S. Cahill
Talin K. Tenley
811 Wilshire Blvd. Suite 1650
Los Angeles, CA 90017

HAGENS BERMAN SOBOL SHAPIRO LLP
Steve W. Berman
Reed R. Kathrein
Lee S. Gordon
700 South Flower St. Suite 2940
Los Angeles CA 90017

WILENTZ, GOLDMAN & SPITZER, P.A.
Kevin P. Roddy
Daniel R. Lapinski
90 Woodbridge Center Drive
Woodbridge, New Jersey 07095

18. How will the lawyers be compensated?

Class Counsel will ask the Court for attorneys' fees and expenses up to 30% of the Settlement Fund. The Court may determine a reasonable fee. Solvay has agreed not to oppose these fees and expenses. All awards for attorneys' fees and expenses shall be paid from the Settlement Fund only following Court approval.

19. Should I get my own lawyer?

You do not need to hire your own lawyer, but if you hire a lawyer to speak for you or appear in Court on your behalf, your lawyer must file a Notice of Appearance (*see* Question 16 above). If you hire your own lawyer, you will have to pay for that lawyer on your own.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

20. When and where will the Court decide whether to grant final approval of the Settlement?

The Court will hold a Fairness Hearing on **December 2, 2009, at 10:00 a.m.** at the Los Angeles County Superior Court, 600 South Commonwealth Avenue, Department CCW-309, Los Angeles, CA 90005. The Court may reschedule the Fairness Hearing without further notice to the Class.

The purpose of the Fairness Hearing is to:

- Decide if the Settlement is fair, reasonable and adequate and in the best interests of the Class, if it should be approved, and if a judgment should be entered;
- Decide if the Class has been fairly and adequately represented by the Plaintiffs who brought the lawsuit and by Class Counsel, who have represented the Plaintiffs in the lawsuit;
- Approve the plan of distribution of the Settlement Fund;
- Consider Class Counsel's requests for award of attorneys' fees and reimbursement of expenses and costs;
- Consider any requests for incentive awards for the Class Representatives;
- Consider all comments or objections; and,
- Consider any other issues the Court thinks are necessary.

QUESTIONS? CALL 1-888-821-8161 TOLL FREE, OR VISIT WWW.ESTRATESTLITIGATION.COM
PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE

21. Must I attend the Fairness Hearing?

No. Attendance is not required, even if you mailed a written response. Class Counsel is prepared to answer questions on behalf of the Class. Class Members who filed and served a written objection may appear at the Fairness Hearing, either in person or through an attorney hired at your own expense. Objectors planning to appear at the Fairness Hearing need to file and serve a written Notice of Intent to Object with the Court no later than **November 2, 2009**. Copies of the written Notice of Intent to Object must be served on the law firms listed in Question 16. The Notice of Intent to Object must contain the following information:

- The name, address and telephone number of the Class Member and, if applicable, the name, address and telephone number of the Class Member's attorney (who must file a Notice of Appearance),
- The objection, including any supporting papers, and
- The name and address of any witnesses to be presented at the Fairness Hearing, together with a statement as to the matters on which the witnesses wish to testify, and a summary of the witnesses' proposed testimony.

If you do not file and serve a Notice of Intent to Object by **November 2, 2009**, you cannot object at the Fairness Hearing. Any lawyer representing a Class Member for the purpose of making objections must also file a Notice of Appearance with the Clerk of the Court no later than **November 2, 2009**, and must also serve copies of the Notice of Appearance, by mail, to Counsel listed above in Question 16.

GETTING MORE INFORMATION

22. Where do I get more information?

This Notice contains a summary of relevant court papers. Complete copies of public pleadings, Court rulings and other filings are available for review and copying at the Clerk's office. The address of the Clerk's office is: Office of the Court Clerk, Los Angeles County Superior Court, 600 South Commonwealth Avenue, Los Angeles, CA 90005. Los Angeles County Superior Court Judge Anthony J. Mohr is overseeing the Class Action. You can also review relevant Decisions and Orders on the website at www.EstratestLitigation.com.

Please do not contact the Court or the Judge.

For more information,

- Visit the Estratest website: www.EstratestLitigation.com
- Visit the Claims Administrator website: www.EstratestLitigation.com
- Visit any of the following Class Counsel websites: www.rossbacherlaw.com, www.hagens-berman.com, or www.wilentz.com
- Call the Claims Administrator toll free: 1-888-821-8161
- Write to: Estratest Settlement Litigation
c/o Gilardi & Co. LLC
P.O. Box 8060
San Rafael, CA 94912-8060
- Email: info@EstratestLitigation.com

DATED: AUGUST 11, 2009

BY ORDER OF THE COURT

This is a California Only Case