

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

DO NOTHING NOW; SUBMIT A CLAIM FORM IN A FEW MONTHS	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.
OBJECT	Write to the Court about why you do not like the settlement.
GO TO A HEARING	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.

