

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE SCHERING-PLOUGH CORP.
ENHANCE ERISA LITIGATION

Civil Action No. 08-CV-1432 (DMC)

This Document relates to:
THE CONSOLIDATED ERISA ACTION

NOTICE OF CLASS ACTION SETTLEMENT

Your legal rights might be affected if you are a member of the following class:

All persons who were participants in and/or beneficiaries of the Schering-Plough Employees' Savings Plan or the Schering-Plough Puerto Rico Employees' Retirement Savings Plan (the "Plans") from April 19, 2007 through April 2, 2008, inclusive (the "Class Period"), and whose accounts included investments in the Schering-Plough Common Stock Fund (the "Settlement Class").

**PLEASE READ THIS NOTICE CAREFULLY. A FEDERAL COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION. YOU HAVE NOT BEEN SUED.**

- The Court has preliminarily approved a proposed settlement (the "Settlement") of a class action lawsuit brought under the Employee Retirement Income Security Act of 1974 (often referred to as ERISA) against Schering-Plough Corporation (the "Company" or "Schering-Plough") and certain individuals. The Settlement will provide for payments to the Plans and for allocation of those payments to the accounts of members of the Settlement Class who had portions of their accounts invested in Schering-Plough Stock. The Settlement is summarized below.
- A hearing on the final approval of the Settlement and for approval of Plaintiffs' motion for attorneys' fees and expenses and compensation to the Plaintiffs (the "Fairness Hearing") has been scheduled by the Court for May 30, 2012, at 10:00 a.m., before United States District Judge Dennis M. Cavanaugh. The hearing will be held at the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101, Courtroom PO 04, or in the courtroom then occupied by Judge Cavanaugh.
- Any objections to the Settlement or to the motion for attorneys' fees and expenses and/or any award to the Plaintiffs must be served in writing on Class Counsel for the Settlement Class and Defendants' Counsel, as identified on page 7 of this Notice. The procedure for objecting is described below.
- This Notice contains summary information with respect to the Settlement. The terms and conditions of the Settlement are set forth in the Settlement Agreement dated February 10, 2012. Capitalized and italicized terms used in this Notice but not defined in this Notice have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement, and additional information with respect to this lawsuit and the Settlement, is available at www.ScheringPloughERISALitigation.com or from Class Counsel identified below.

PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY IN THIS CASE. IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU NEED NOT DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT PURSUANT TO THE PROCEDURES DESCRIBED BELOW.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

YOU CAN DO NOTHING.	If the Settlement is approved by the Court and you are a member of the Settlement Class, you will receive whatever cash or other benefits are provided to you under the Settlement without having to file a claim or take any other action.
OBJECT TO SETTLEMENT (BY MAY 8, 2012).	If you wish to object to any part of the Settlement, you may (as discussed below) write to the Court and counsel about why you object to the Settlement.
GO TO A HEARING (TO BE HELD ON MAY 30, 2012).	If you submit a written objection to the Settlement to the Court and counsel no later than May 8, 2012, you may (but do not have to) attend the Fairness Hearing and present your objections to the Court provided you file a Notice of Intention to Appear by May 8, 2012.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and that approval is upheld in the event of any appeals.
- Further information regarding the litigation and this Notice may be obtained by contacting Class Counsel, listed on page 3 below.

TABLE OF CONTENTS

SUMMARY OF THE SETTLEMENT 2
GENERAL INFORMATION 3
1. Why did I receive this Notice? 3
2. How do I obtain more information? 3
3. What is this lawsuit about? 3
4. Why is this a class action? 4
5. Why is there a Settlement? 4
6. Are filed papers in this lawsuit available? 4
7. What if I am still not sure if I am included in the Settlement Class? 4
8. Can I exclude myself from the Settlement Class? 5
THE SETTLEMENT BENEFITS—WHAT YOU GET 5
9. What does the Settlement provide? 5
10. How much will my payment be? 5
11. How can I get a payment? 6
12. When will I get my payment? 6
13. Must I participate in the Settlement? 6
THE LAWSUIT 6
14. What has happened so far in the litigation? 6
THE LAWYERS REPRESENTING YOU 6
15. Do I have a lawyer in this case? 6
16. How will the lawyers be paid? 7
17. How do I tell the Court if I don't like the Settlement? 7
THE COURT'S FAIRNESS HEARING 7
18. When and where will the Court decide whether to approve the Settlement? 7
19. Do I have to come to the Fairness Hearing? 7
20. May I speak at the Fairness Hearing? 8
IF YOU DO NOTHING 8
21. What happens if I do nothing at all? 8
GETTING MORE INFORMATION 8
22. Are there more details about the Settlement? 8

SUMMARY OF THE SETTLEMENT

A Settlement Fund has been created as a consequence of the Settlement.

What Is the Settlement Fund?

The Settlement Fund is a \$12,250,000.00 payment which the Company and/or its insurers will pay into escrow, plus any accrued interest. The amount remaining in the Settlement Fund, after payment of any Court-approved attorneys' fees, and litigation expenses, and awards to the Plaintiffs; any costs associated with sending Class Notice, and any taxes owed by the Settlement Fund pursuant to the Preliminary Approval Order; any costs authorized by the Court for the Settlement Administrator, the Financial Institution, or the Fund Custodians in connection with the implementation of the Plan of Allocation; and any other amount that may be ordered by the Court (the "Net Settlement Amount"), will be allocated to members of the Settlement Class according to a Plan of Allocation to be approved by the Court.

Statement of Attorneys' Fees and Out-of-Pocket Expenses Sought in the Action

Class Counsel will apply to the Court for an order awarding attorneys' fees in an amount not to exceed one-third of the Settlement Fund, plus reimbursement of expenses not to exceed \$200,000.00. The actual amount of attorneys' fees, costs, expenses, and any awards to the Plaintiffs will be determined by the Court.

What Will the Plaintiffs Get?

The two Plaintiffs in the action will share in the allocation of the money paid to the Plans on the same basis and to the same extent as all other members of the Settlement Class, except that, in addition, the Plaintiffs may apply to the Court for compensation in the aggregate amount of up to \$15,000 for the Plaintiffs, plus reimbursement of the reasonable costs and expenses directly relating to his or her representation of the Settlement Class. Any compensation awarded to the Plaintiffs by the Court will be payable from the Settlement Fund.

GENERAL INFORMATION

This action is pending in the United States District Court for the District of New Jersey. The judge presiding over the case is the Honorable Dennis M. Cavanaugh. Plaintiffs Michael Gradone and T.C. Davis bring this action against Schering-Plough and certain individuals who held positions related to the Plans during the Class Period (the “Defendants”).

1. Why did I receive this Notice?

The Court directed that this Notice be sent to you because, as a potential Settlement Class Member, you have a right to know about the Settlement and about all of your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the net amount of the Settlement Fund will be paid to the Plans and then allocated among Settlement Class Members according to a Court-approved Plan of Allocation. This Class Notice package describes the litigation, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. This Notice is not an expression of an opinion by the Court as to the merits of any of the claims or defenses asserted in the Action.

2. How do I obtain more information?

For further information on the litigation and this Notice, you can call, email, or address written questions to any of the Class Counsel listed below:

**WOLF HALDENSTEIN
ADLER FREEMAN & HERZ LLP**
Attn: Michael Jaffe
270 Madison Avenue
New York, NY 10016
Telephone: (800) 575-0735
Email: jaffe@whafh.com

GAINEY & MCKENNA
Attn: Thomas J. McKenna
440 Park Avenue South, 5th Floor
New York, NY 10016
Telephone: (212) 983-1300
Email: tjmckenna@gaineyandmckenna.com

HARWOOD FEFFER LLP
Attn: Robert I. Harwood
488 Madison Avenue, 8th Floor
New York, NY 10022
Telephone: (212) 935-7400
Email: rharwood@hfesq.com

Please do not contact the Court or Defendants. They will not be able to answer your questions.

3. What is this lawsuit about?

On March 19, 2008, an action was commenced by a former Plan participant—on behalf of himself and all other Plan participants and beneficiaries—in the United States District Court for the District of New Jersey against Defendants. On December 14, 2008, Plaintiffs filed an amended complaint. Shortly thereafter, on December 17, 2008, Defendants filed their motion to dismiss Plaintiffs’ amended complaint. On December 23, 2008, the Court appointed Wolf Haldenstein Adler Freeman & Herz LLP, Gainey & McKenna, and Harwood Feffer LLP Co-Lead Counsel (“Co-Lead Counsel”). On February 17, 2009, Plaintiffs filed their opposition to Defendants’ motion to dismiss. On March 23, 2009, Defendants filed their reply. On September 1, 2009, the Court entered an order and opinion granting Defendants’ motion to dismiss and gave Plaintiffs thirty (30) days to file an amended complaint. On October 1, 2009, Plaintiffs filed their First Amended Complaint. On November 6, 2009, Defendants filed their motion to dismiss Plaintiffs’ First Amended Complaint. On December 16, 2009, Plaintiffs filed their opposition to Defendants’ motion to dismiss. On January 15, 2010, Defendants filed their reply. On June 29, 2010, the Court entered an order and opinion denying Defendants’ motion to dismiss Plaintiffs’ First Amended Complaint.

The Claims in the Action

On October 1, 2009, Co-Lead Counsel filed the First Amended Complaint for Violation of the Employee Retirement Income Security Act (the “Amended Complaint”) against Schering-Plough and the following defendants: Schering Corporation, Fred Hassan, Robert J. Bertolini, Vincent Sweeney, Hans W. Becherer, Thomas J. Colligan, C. Robert Kidder, Philip Leder, Eugene R. McGrath, Carl E. Mundy, Jr., Antonio M. Perez, Patricia F. Russo, Jack L. Stahl, Craig B. Thompson, Kathryn C. Turner, Robert F.W. van Oordt, and Arthur F. Weinbach. The Amended Complaint alleges, among other things, that Defendants breached their fiduciary duties to the Plans’ participants and beneficiaries, in violation of §§ 404 and 405 of ERISA, 29 U.S.C. §§ 1104 and 1105, by imprudently permitting the Plans to purchase and hold shares of Schering-Plough Stock when Defendants knew or should have known that Schering-Plough Stock was an imprudent investment of the Plans’ assets due to Schering-Plough’s financial condition throughout the Class Period.

The Defenses in the Action

In their Answer to the Amended Complaint, the Defendants not only denied each and every material allegation of the Complaint but also pleaded affirmative defenses which, if established by the evidence, would have resulted in judgment in the Defendants’ favor. Had the Settlement described herein not been reached and this case adjudicated on the merits, the Defendants would have argued that judgment should be entered in their favor because, among other things:

- Plaintiffs’ claims are time-barred in whole or in part by the Plan documents;
- (i) the Plans’ Participants, not Defendants, were responsible for investment decisions and therefore assumed any risk of investment in the Schering-Plough Common Stock Fund; (ii) investment in the Schering-Plough Common Stock Fund is a settlor function decision immune from judicial inquiry; (iii) the Plans’ terms mandated the Schering-Plough Common Stock Fund; and (iv) Plaintiffs’ claims are barred in whole or in part by the Plan documents, which provide adequate disclosure about risks inherent in investment in the Schering-Plough Common Stock Fund;

- The Plans fall within ERISA’s safe harbor provisions, including, but not limited to, § 404(c);
- Plaintiffs’ claims are barred by estoppels, waiver, and/or modification;
- Defendants administered the Plans in accordance with the terms of the Plans; and
- Plaintiffs’ lack standing to bring this action on behalf of the Plans.

The Action Has Been Aggressively Litigated

Plaintiffs’ Counsel have conducted an extensive investigation of the allegations in the action and of the losses suffered by the Plans. Through that investigation and through discovery of information in the Action, Co-Lead Counsel have obtained and reviewed the Plans’ governing documents and materials, communications with the Plans’ participants, internal Company documents regarding the Plans, SEC filings, press releases, public statements, news articles and other publications, and other documents.

In addition, during the course of the action, Co-Lead Counsel propounded various discovery demands on the Company and the Defendants and received written responses thereto. The Company and the other Defendants also produced more than 11 million of pages of documents which were loaded into databases and searched for relevant evidence. Furthermore, testimony was taken by means of sworn depositions from dozens of witnesses employed or formerly employed by the Company in this and other related actions.

Thereafter, the parties agreed to attend mediation under the auspices of a retired federal judge to attempt to settle the action. After several sessions of mediation, the proposed Settlement was reached, which is the product of hard-fought, lengthy negotiations between Plaintiffs’ and Defendants’ Counsel. Throughout the negotiations, counsel for the Plaintiffs were advised by individuals with expertise in the estimation of potential losses or damages in cases involving ERISA fiduciary liability.

Statement of Potential Outcome of the Action

As with any litigated case, Plaintiffs and the Settlement Class would face an uncertain outcome if the action were to continue against Defendants. Continued litigation of the action against Defendants could result in a judgment or verdict greater or lesser than the recovery under the Settlement Agreement, or no recovery at all, or a judgment or verdict in favor of Defendants.

Throughout this Action, Plaintiffs and Defendants have disagreed on both liability and recoverable losses, and they do not agree on the amount that would be recoverable even if Plaintiffs and the Settlement Class were to prevail at trial. Defendants have denied and continue to deny the claims and contentions alleged by Plaintiffs, that they are liable at all to the Class, and that the Class or the Plans have suffered any damages for which Defendants could be held legally responsible. Nevertheless, Defendants have taken into account the uncertainty and costs inherent in any litigation, particularly in a complex case such as this, and have concluded that it is desirable that the action be fully and finally settled as to them on the terms and conditions set forth in the Settlement Agreement.

Settlement Discussions

The Settlement is the product of extensive negotiations between Class Counsel and Defendants’ Counsel, including settlement negotiations before a mediator jointly retained by the parties.

4. Why is this a class action?

In a class action, one or more persons sue on behalf of people who have similar claims. All of the people who have similar claims collectively make up the “Class” and are referred to individually as “Settlement Class Members.” If this lawsuit is resolved as a class action, this lawsuit would resolve the issues and claims for all Settlement Class Members together.

5. Why is there a Settlement?

The Court has not reached any final decisions in connection with the claims against Defendants. Plaintiffs and Defendants have agreed to the Settlement. In reaching the Settlement, they have obtained a benefit now and avoided the cost and time of a trial.

On the one hand, continuation of the case against Defendants could result in a judgment greater than this Settlement. On the other hand, continuing the case against them could result in a judgment for less money than Plaintiffs have obtained in this Settlement, or no recovery at all. Based on these factors, Plaintiffs and their counsel believe that the Settlement is best for all Settlement Class Members.

6. Are filed papers in this lawsuit available?

This Notice does not fully describe all of the claims and contentions of the parties. The pleadings and other papers filed in the ERISA Action, including the Amended Complaint, the Court’s decision on Defendants’ Motions to Dismiss the Action, and other documents, are available for inspection, during regular business hours, at the Office of the Clerk of the Court, United States District Court for the District of New Jersey. In addition, you may obtain additional information by writing Class Counsel, whose contact information is listed on page 3 above.

7. What if I am still not sure if I am included in the Settlement Class?

If you are still not sure whether you are included in the Class, you may consult an attorney of your own choosing, or Class Counsel listed above. Please do not contact the Court or Defendants. They will not be able to answer your questions.

8. Can I exclude myself from the Settlement Class?

In some class actions, class members have the opportunity to exclude themselves from the class. This is sometimes referred to as “opting out” of the class. However, because the Settlement Class in this ERISA action was certified under Federal Rule of Civil Procedure 23(b)(1) and 23(b)(2) as a “non opt-out” class action, you do not have the right to exclude yourself from the Settlement Class and you will be bound by any judgments or orders that are entered in this action, whether favorable or unfavorable.

THE SETTLEMENT BENEFITS—WHAT YOU GET

9. What does the Settlement provide?

The Settlement calls for the Company and/or its insurers to pay \$12,250,000.00 into the Settlement Fund.

The Net Settlement Amount will be allocated to members of the Settlement Class according to a Plan of Allocation to be approved by the Court. Settlement Class Members who cannot be located through reasonable effort will be excluded from the Plan of Allocation and will not receive a Settlement Payment. In addition, if the proportionate recovery of a Settlement Class Member under the Plan of Allocation is *de minimis*, it may be distributed *pro rata* to other Settlement Class Members. As permitted under the Plans, the Fund Custodians will deposit the Settlement Payment into the existing Plan accounts of Settlement Class Members who are current Plan participants at the time of the distribution. If you are not a current Plan participant, an account will be established for you in the Plan in which you participated and your distribution will be invested in the default fund for your Plan. (All costs of providing notice to the Settlement Class, as well as all costs associated with administering the Settlement Fund, will be borne by the Settlement Fund.)

In exchange for the consideration described above, all Settlement Class Members and anyone claiming through them will be deemed to fully release any and all actions, causes of action, claims, damages, demands, duties, issues, judgments, liabilities, losses, matters, obligations, proceedings, and rights of every nature and description whatsoever, whether based on law or equity, on federal, state, local, statutory or common law or any other law, rule or regulation (whether foreign or domestic), including both known and Unknown Claims (as defined in the Settlement Agreement), accrued claims and not accrued claims, foreseen claims and unforeseen claims, matured claims and not matured claims, suspected or unsuspected, fixed or contingent and whether or not concealed or hidden, that have been or could have been asserted against any of the Defendant Releasees in their individual or corporate capacities or in their capacities as the Plans’ fiduciaries, from the beginning of time to the entry of the Final Order by or on behalf of Plaintiff Releasees or on behalf of the Plans in the action that arise out of, are based upon, or relate in any way to (a) the allegations, claims, causes of action, facts, transactions, events, matters, occurrences, acts, disclosures, statements, omissions, or failures to act that were or could have been asserted in the Action or that arise out of or relate in any way to the resolution of the Action including the Settlement Agreement, and/or (b) any claims concerning Vytarin, Zetia, and/or the ENHANCE trial relating to shares purchased in the Plan. The Released Claims include claims that are not known or suspected to exist at the time such Releases are given. This means that Settlement Class Members will not have the right to sue Defendant Releasees for anything related to the investment of the Plans’ assets or to other alleged fiduciary misconduct during the Class Period concerning the Plans.

The above description is only a summary. The governing terms of the Settlement are set forth in the Settlement Agreement.

10. How much will my payment be?

Your share of the Net Settlement Amount will depend on your loss, as calculated pursuant to a Court-approved Plan of Allocation, related to investment by the Plans in the Schering-Plough Common Stock Fund during the Class Period (the “Recognized Loss”), and the amount of that loss relative to the Recognized Loss of all other Settlement Class Members. You are not required to determine the amount you are entitled to under the Settlement. In general, each eligible Settlement Class Member’s proportionate share of the Net Settlement Amount will be calculated as follows:

- Using the Plans’ current records and other records that may be reasonably located, the Plans’ record keeper or any other entity retained by the Company for purposes of effectuating the Settlement shall identify each member of the Settlement Class.
- A “Recognized Loss” will be calculated for each member of the Settlement Class, equal to:
 - a. the sum of:
 - (i) the dollar amount of the Participant’s account balance invested in the Company Stock Fund as of April 19, 2007; and
 - (ii) the dollar amount of investments in the Company Stock Fund (through employee contributions, employer contributions in cash or stock or cash dividends) added to the Participant’s account from April 19, 2007 through and including April 2, 2008;
 - b. minus the sum of:
 - (iii) the dollar amount of a Participant’s account balance invested in the Company Stock Fund as of April 2, 2008; and
 - (iv) the dollar amount of all distributions and transfers of the Company Stock Fund from a Participant’s account from April 19, 2007 through and including April 2, 2008.
- Following all of the above calculations, the Recognized Losses of all Settlement Class members will be totaled, which total shall equal the Aggregate Recognized Loss for the Settlement Class. A Recognized Loss percentage will be calculated for each Settlement Class Member, which will equal the ratio of each Settlement Class Member’s Recognized Loss to the Aggregated Recognized Loss. Each Settlement Class Member will receive a share of the Net Settlement Amount equal to the amount of the Net Settlement Amount multiplied by his or her Recognized Loss percentage.

- If, based on the above calculations, the proportionate recovery of a Settlement Class Member who is no longer in either of the Plans is less than or equal to \$30, the Recognized Loss will be deemed zero.
- Distributions from Settlement Class Member accounts, including automatic distribution of small account balances for inactive accounts, will be governed by applicable Plan provisions and procedures. If the owner(s) of a Settlement Class Member account cannot be located, such Settlement Class Member account will be administered in accordance with applicable Plan provisions and procedures regarding unlocatable participants. If the owner of a Settlement Class Member account is deceased, such Settlement Class Member account will be administered in accordance with applicable Plan provisions and procedures regarding deceased participants. If a Qualified Domestic Relations Order is in effect which applies to a Settlement Class Member account, the procedures of the Plans regarding Qualified Domestic Relations Orders shall apply. Settlement Class Members who cannot be located through reasonable effort will be excluded from the Plan of Allocation and will not receive a Settlement Payment.
- Settlement Class Member accounts for any of the individual Defendants shall receive no allocation of the Net Settlement Amount.

11. How can I get a payment?

You do not need to file a claim. Payment will be made to the Plan in which you participated. If you are a current Plan participant, distribution will be made to the default fund for your Plan. If you are not a current Plan participant, an account will be established for you in the Plan in which you participated and your distribution will be invested in the default fund for your Plan. In the event that a Plan does not have a default option, the distribution will be allocated in its entirety to a target date fund or similar investment with a date as close as possible to the present day, or if there is no such fund, to the investment that provides the highest degree of preservation of capital, such as a money market or other short-term investment. If you want to take the payment out of your account and receive it as cash, you must be eligible to do so under the terms of your Plan.

12. When will I get my payment?

Payment is conditioned on several matters, including the Court's approval of the Settlement and such approval becoming final and no longer subject to any appeals to any Court. Any appeal of the final approval may take several years. If the Settlement is approved by the Court, and there are no appeals from such approval, it is reasonably anticipated that the Settlement payment will be distributed during 2012. Accrued interest on the Settlement Fund will be included in the amount paid to the Plans.

There Will Be No Payments If The Settlement Agreement Is Terminated.

The Settlement Agreement may be terminated on several grounds, including if (1) the Court does not approve or materially modifies the Settlement or (2) either as modified by the Court or as a result of reversal or modification on appeal, the Court's Final Order in the case does not satisfy certain terms of the Settlement. Should the Settlement Agreement be terminated, the Settlement will be terminated and the Action will proceed as if the Settlement Agreement had not been entered into.

13. Must I participate in the Settlement?

You do not have the right to exclude yourself from the Settlement. The Action was certified under Federal Rule of Civil Procedure 23(b)(1) as a "non opt-out" class action because the Court determined the requirements of those rules were applicable. Thus, it is not possible for any participants or beneficiaries to exclude themselves from the Settlement. As a Settlement Class Member, you will be bound by any judgments or orders that are entered in the Action for all claims that were or could have been asserted in the Action or are otherwise included in the release under the Settlement.

THE LAWSUIT

14. What has happened so far in the litigation?

As explained above, Plaintiffs' initial complaints were filed on March 19, 2008. On December 14, 2008, they filed an amended complaint. Defendants moved to dismiss that complaint on December 17, 2008. On September 1, 2009, the Court granted Defendants' dismissal motion allowing Plaintiffs thirty (30) days to file an amended complaint. On October 1, 2009, Plaintiffs filed their First Amended Complaint. On November 6, 2009, Defendants moved to dismiss this complaint, and on June 29, 2010, the Court denied Defendants' motion to dismiss. This ruling assumed the truth of the allegations of the First Amended Complaint and did not make factual findings. The Court has not made any finding that any Defendant or fiduciary of the Plans has engaged in any wrongful conduct or violated any law or regulation.

The parties have been engaged in merits discovery in this case, which includes the review and analysis of over 11 million pages of documents, depositions, and expert analysis.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

As stated above, the Court appointed Wolf Haldenstein Adler Freeman & Herz LLP, Gainey & McKenna, and Harwood Feffer LLP to serve as Co-Lead Counsel and represent you and the other Settlement Class Members in this Action. In addition, serving as liaison counsel for the Class is Trujillo Rodriguez & Richards, LLC. Any fees or costs that might ultimately be allowed by the Court to Class Counsel and other Plaintiffs' lawyers will be paid out of the recovery, if any, in the action. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

The Court will determine the amount of attorneys’ fees, costs, and expenses to be paid to Class Counsel, as well as any awards to the Plaintiffs. Defendants shall take no position with respect to Class Counsel’s application for attorneys’ fees, Class Counsel’s application for expenses, or Class Counsel’s application for payment of compensation to Plaintiffs. Class Counsel will also seek reimbursement of up to \$200,000.00 for out-of-pocket expenses incurred in connection with the prosecution of the Action, a substantial portion of which includes the costs of experts retained by Class Counsel. All expenses will be documented to the Court in connection with Class Counsel’s request for reimbursement of expenses at the Fairness Hearing.

17. How do I tell the Court if I don’t like the Settlement?

If you are a Settlement Class Member, you can tell the Court that you do not agree with the Settlement or some part of it, including the attorneys’ fees and expenses the attorneys intend to seek or request for compensation to the Plaintiffs. To object, you must send a letter or other written filing saying that you object to the Settlement in *In re Schering-Plough Corporation ENHANCE ERISA Litigation*, Civil Action No. 08-CV-1432 (DMC). Be sure to include your name, address, telephone number, signature, proof of membership in the Settlement Class, and a full explanation of all reasons you object to the Settlement. Your written objection must be filed with the Clerk of the Court by May 8, 2012. The Court’s address is United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101. Your written objection must also be mailed to one of Class Counsel and one of Defendants’ Counsel listed below, **no later than May 8, 2012**.

PLAINTIFFS’ CO-LEAD COUNSEL	DEFENDANTS’ COUNSEL
<p>WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP Attn: Michael Jaffe 270 Madison Avenue New York, NY 10016 Telephone: (800) 575-0735 Email: jaffe@whafh.com</p>	<p>PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP Attn: Daniel J. Kramer 1285 Avenue of the Americas New York, NY 10019 Telephone: (212) 373-3000 Email: dkramer@paulweiss.com</p>
<p>GAINEY & MCKENNA Attn: Thomas J. McKenna 440 Park Avenue South, 5th Floor New York, NY 10016 Telephone: (212) 983-1300 Email: tjmckenna@gaineyandmckenna.com</p>	<p>TOMPKINS, MCGUIRE, WACHENFELD & BARRY, LLP Attn: William B. McGuire Four Gateway Center 100 Mulberry Street, Suite 5 Newark, NJ 07102 Telephone: (973) 623-7750 Email: wmcguire@tompkinsmcguire.com</p>
<p>HARWOOD FEFFER LLP Attn: Robert I. Harwood 488 Madison Avenue, 8th Floor New York, NY 10022 Telephone: (212) 935-7400 Email: rharwood@hfsesq.com</p>	<p>LOWENSTEIN SANDLER PC Attn: Gavin Rooney 65 Livingston Avenue Roseland, NJ 07068 Telephone: (973) 597-2500 Email: grooney@lowenstein.com</p>

Any objector who files and serves a timely, written objection shall be subject to a deposition that may be conducted by Class Counsel and/or Defendants’ Counsel concerning his or her reasons for objecting to the Settlement.

THE COURT’S FAIRNESS HEARING

The Court will hold a Fairness Hearing to decide whether to approve the Settlement as fair, reasonable, and adequate. You may attend the Fairness Hearing, and you may ask to speak, but you do not have to attend.

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at 10:00 a.m. on May 30, 2012, at the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101, Courtroom PO 04, or in the courtroom then occupied by Judge Cavanaugh. At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the Settlement. The Court will also rule on the motions for Class Counsel’s attorneys’ fees, costs, expenses, and any awards to the Plaintiffs.

19. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer questions the Court might have. But you are welcome to come at your own expense. In addition, the Court will consider any timely filed objections even if you are not present. If you wish to have another attorney appear on your behalf, you may do so at your own expense, but such attendance is not necessary.

20. May I speak at the Fairness Hearing?

If you are a Settlement Class Member and have timely filed an objection, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter or other paper called a “Notice of Intention to Appear at Fairness Hearing in *In re Schering-Plough Corporation ENHANCE ERISA Litigation*, Civil Action No. 08-CV-1432 (DMC).” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be served on the attorneys and filed with the Clerk of the Court, at the addresses listed in the Answer to Question No. 17, **by no later than May 8, 2012**.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing and you are a Settlement Class Member, you will participate in the Settlement of the Action as described above in this Class Notice if the Settlement is approved.

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

This Class Notice is only a summary of the Settlement. All of the terms of the Settlement are set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement by making a written request to Class Counsel listed on page 3 above. Copies may also be obtained at www.ScheringPloughERISALitigation.com. The Settlement Agreement also was filed with the Clerk of the Court and may be obtained from the Clerk’s office directly.

DATED: MARCH 30, 2012

QUESTIONS? CALL 1-888-210-5486 OR VISIT WWW.SCHERINGPLOUGHERISALITIGATION.COM