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GENERAL INFORMATION

PURPOSE OF THIS NOTICE

The purpose of this Notice is to inform you about this litigation, the certification of a class (the “Class”), the terms of a proposed settlement (the “Settlement”), and your rights in connection with a hearing to be held before the Court at 4 p.m. on August 3, 2010, to consider the fairness, reasonableness, and adequacy of the Settlement and related matters. This Notice also describes the steps to be taken by those who wish to be excluded from the Class and, for those who remain Class Members, your rights to receive a monetary award and the steps necessary to seek an additional share in the distribution of the Settlement Fund in the event the Settlement is approved by the Court.

BACKGROUND OF THIS GENDER DISCRIMINATION LAWSUIT

In March of 2006, Karen Belfemine, a current employee of sanofi-aventis filed a charge of discrimination against sanofi-aventis with the United States Equal Employment Opportunity Commission (the “EEOC”), and the New York Division of Human Rights. On March 17, 2007, Plaintiffs Karen Belfemine, Amy Zeoli, Michelle Popa, Nancy Beaney and Jennifer Storm (“Named Plaintiffs” or “Class Representatives”) filed a complaint with class action allegations against sanofi-aventis in the United States District Court for the Southern District of New York.

After the parties engaged in extensive litigation for more than two years, the parties agreed to a mediation to explore possible resolution of this matter. Under the supervision of a nationally known and experienced mediator, the Parties engaged in settlement negotiations that resulted in the agreement to settle this action as reflected in this Notice of Class Action Settlement and the underlying Settlement Agreement. Because of the extensive discovery conducted between the parties during litigation and the mediation process, the parties were able to reliably assess the merits of their respective positions and to reach a fair and equitable agreement.

Based upon their investigation, Class Counsel and Named Plaintiffs have concluded that the terms of the proposed settlement are fair, reasonable, adequate, and in the best interests of the Class. In reaching this conclusion, Class Counsel has analyzed the benefits of the settlement and the risk of an unfavorable outcome, as well as the expense and length of continued proceedings necessary to prosecute this action. Sanofi-aventis has agreed to these settlement terms because it wishes to avoid further costly, disruptive, and time-consuming litigation, and desires to obtain complete and final settlement of the claims of the Plaintiffs and Class Members.

CLASS DEFINITION – YOU ARE A MEMBER OF THE SETTLEMENT CLASS

You are a member of the Class affected by the Settlement if you fit within this definition:

All female sales force employees employed by sanofi-aventis in the United States for at least one day between May 12, 2005 and March 23, 2010 (the “Class”), excluding: 1) interns/co-ops; 2) individuals who were sanofi-aventis officers or executives; 3) individuals who held management level positions higher than District Sales Manager, and 4) individuals who previously entered into individual releases as part of individual settlement agreements with sanofi-aventis.

You have received this Notice because sanofi-aventis’s records reflect that you are a female and were employed by sanofi-aventis between May 12, 2005 and March 23, 2010, subject to the definition above, and therefore you are a Class Member in the proposed settlement of this lawsuit. Your rights may be affected by the legal proceedings in this action.

SUMMARY OF SETTLEMENT TERMS

Under the Settlement, sanofi-aventis will implement changes to its employment policies and practices. The company will also pay a total of \$15.36 million to settle and satisfy the gender discrimination claims in this case. Sanofi-aventis will set aside \$2.047 million to conduct a “Pay Equity Analysis” of its sales force employees, and pay \$13.313 million into an interest bearing “Settlement Fund”.

How Will the Settlement Fund be Distributed?

A portion of the Settlement Fund will be distributed to Named Plaintiffs and Class Members to compensate them for back pay related to the claims asserted in the case. In addition, Named Plaintiffs and Class Members who submit a Claim Form will also be eligible to receive additional monies for alleged emotional distress damages related to the claims asserted in the case.

In addition to the awards to Class Members, a portion of the Settlement Fund will be used to reimburse costs and expenses of the litigation, pay Class Counsel’s fees as awarded by the Court, pay service payments to the Class Representatives, and pay for the administration of the settlement process which exceeds the \$150,000 sanofi-aventis agreed to pay outside the settlement.

How Will My Settlement Award Be Calculated?

Class Members will be eligible to receive two individual monetary awards as follows:

- (1) An award for back pay will be calculated based upon the Base Pay Disparity Regression Component established by Lead Class Counsel’s expert, and
- (2) An award for alleged emotional distress damages, if eligible, will be based upon the Claim Form Discrimination Survey Component for any Class Members who submit a timely and complete Claim Form pursuant to the process discussed below.

Back Pay Based upon the Base Pay Disparity Regression Component. All Class Members, including Named Plaintiffs, will receive a monetary award based on a proportionate share of the Base Pay Disparity Regression Component using the results of a salary regression analysis conducted by Lead Class Counsel’s expert to determine each Class Members’ proportionate share. The regression analyses shall control for at least the following variables: a) gender; b) the length of tenure at sanofi-aventis; c) job grade; d) job level; e) business unit and subsection; f) experience; g) education; and h) full time v. part time status (including leave status). Regardless of the regression results, no Class Member shall receive less than two hundred dollars (\$200.00).

Alleged Emotional Distress Damages Based upon the Claim Form Discrimination Survey Component. In addition to the Base Pay Disparity Regression Component, Class Members are eligible to receive a monetary award from the Claim Form Discrimination Survey Component. Each Class Member who seeks to receive such award MUST COMPLETE the Claim Form, a sample of which is attached hereto as Exhibit A, and supply information related to her claims within sixty (60) days after the final Claim Form is mailed to Class Members. The final Claim Form will be mailed to Class Members later if the Court grants final approval of the settlement. Thereafter, an Independent Claim Expert jointly selected by the parties shall review the Claim Forms and any evidence submitted in connection with the Claim Forms and allocate a certain number of points to Claimants. If you need assistance in completing your Claim Form, you can get free help by contacting Class Counsel, as described below.

Following the finalization of the award of points to Claimants, the Independent Claim Expert shall total the points applicable to all eligible Class Members, total the number of Claims Forms received, determine each eligible Class Member’s proportionate share of the total points, and determine the individual monetary award amount based on her individual point total. No Class Member may receive an award under the Claim Form Discrimination Survey Component of the Agreement that is higher than the limitation on compensatory and punitive damages provided for by 42 U.S.C. § 1981a(b)(3)(D) (i.e., \$300,000). **YOUR INDIVIDUAL AWARD SHALL BE DETERMINED BY THE INDEPENDENT CLAIM EXPERT BUT YOU MUST COMPLETE A CLAIM FORM TO BE ELIGIBLE FOR AN AWARD.**

What Does sanofi-aventis Have to Do Under the Settlement?

Under the Settlement Agreement, sanofi-aventis agrees to set aside a gross amount of \$2,047,000.00 from the Settlement Fund of \$15,360,000 to conduct a pay equity study by a Labor Economist/Statistician and to fund pay equity adjustments for current employees in accordance with the study.

In addition, sanofi-aventis has agreed to be bound by the settlement for a period of three years, and has agreed to programmatic relief provisions whereby the company will engage experts, examine its policies and make changes to its employment practices to ensure equal employment opportunities for women.

Programmatic relief provisions include:

1. Sanofi-aventis will retain a consultant at its own expense to review its discrimination complaint and investigation procedures and to make recommendations regarding enhancements of those procedures. The consultant shall also evaluate the feasibility of permitting applicants for management positions to apply anonymously when a position is posted on sanofi-aventis' Internal Career Center and shall make recommendations regarding such anonymous application procedures.
2. Sanofi-aventis will require management-level employees to attend mandatory trainings on its non-discrimination, anti-harassment and anti-retaliation policies upon hire, promotion to management, and on an annual basis.
3. Sanofi-aventis' complaint process will be communicated in writing or electronic communication to all employees upon hire and annually thereafter.
4. Sanofi-aventis' Human Resources staff will retain a repository of documents related to all investigations that it conducts regarding complaints of alleged violations of its Equal Employment Opportunities Policy for the term of the Settlement Agreement.
5. Sanofi-aventis will provide its Human Resources staff with appropriate training regarding compliance with state, federal, and local EEO laws; sanofi-aventis' anti-discrimination and harassment policies; this Settlement Agreement; and best practices for complaint investigation and resolution.

IMPORTANT DATES OF THE SETTLEMENT

- **Claim Form Submission**—Postmarked within 60 days after the final Claim Form is mailed to Class Members. To receive an individual monetary award from the Claim Form Discrimination Survey Component of the Settlement, **YOU MUST COMPLETE A CLAIM FORM AND PROVIDE DOCUMENTATION OR INFORMATION SUPPORTING YOUR CLAIM.** A copy of the sample Claim Form is attached here as Exhibit A. The final Claim Form will be mailed to Class Members later if the Court grants final approval of the settlement. If you complete a Claim Form, then you will be eligible to receive an additional monetary award.¹ In order to be eligible to receive such an award, you must return your Claim Form and supporting documentation and information postmarked within 60 days after the final Claim Form is mailed to Class Members. If you need assistance in completing your Claim Form, you can get free help by contacting Class Counsel: Sanford Wittels & Heisler, LLP, 1350 Avenue of the Americas, Suite 3100, New York, New York 10019, Tel: (646) 723-2947, Fax: (646) 723-2948.
- To participate in the Base Pay Disparity Regression component of the monetary relief portion of the settlement, you do not have to do anything. All Class Members are automatically entitled to a monetary payment.
- **Exclusion**—Postmarked by 45 days after the postmark date of this Notice: If you want to exclude yourself from the settlement (that is, not receive any money from the settlement, and not be bound by the settlement), you must mail an opt-out statement requesting exclusion, postmarked within 45 days after the postmark date of this Notice, to both (i) the Claims Administrator: Heffler, Radetich & Saitta LLP ("Heffler, Radetich & Saitta LLP"), 1515 Market Street, Suite 1700, Philadelphia, PA 19102, and (ii) Class Counsel: Sanford Wittels & Heisler, LLP, 1350 Avenue of the Americas, Suite 3100, New York, New York 10019. The postmark date of the mailing envelope shall be the exclusive means used to determine whether a request for exclusion (opt-out) has been timely submitted. The request for exclusion must be signed by the Class Member who seeks to opt out and must contain his/her name, address and telephone number. No opt-out request may be made on behalf of a group of Class Members. **If you exclude yourself from this settlement, you will not be eligible to receive any money or be bound by this Settlement.**
- **Objection**—Postmarked by 35 days after the postmark date of this Notice. If you want to object to the settlement, you must file your written objection with the Clerk of the Court, United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York 10007, postmarked within 35 days after the postmark date of this Notice, and copies of all such papers must be mailed and postmarked by the same date to both (i) the Claims Administrator: Heffler, Radetich & Saitta LLP ("Heffler, Radetich & Saitta LLP"), 1515 Market Street, Suite 1700, Philadelphia, PA 19102, and (ii) Class Counsel: Sanford Wittels & Heisler, LLP, 1350 Avenue of the Americas, Suite 3100, New York, New York 10019. Any objection must detail the specific reason for the objection. Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement.

¹ You could receive up to the maximum allowable amount under the law for compensatory and punitive damages, which is \$300,000.00. 42 U.S.C. § 1981a(b)(3)(D).

Are There Tax Consequences For Any Money I Get?

The monies payable to Class Members and Class Representatives, under the base Pay Disparity Regression Component of the Settlement, will be allocated in settlement for their claims for back pay. The Claims Administrator will withhold from the back pay portion of each payment the employee's share of applicable taxes under federal, state and/or local laws. Sanofi-aventis will be responsible to pay for the employer's share of taxes and costs. The Claims Administrator will ensure that such monies withheld are paid to the appropriate authorities for each Class Member and Class Representative and will issue IRS Forms W-2 for the amounts reportable on each Form.

Any payments you receive under the Claim Form Survey Component based on the form and documentation you submit, and any Service Payments shall not be treated as lost wages, but instead shall be treated as compensable damages, including damages for emotional distress and therefore will be subject to an IRS 1099 form.

Class Counsel are not tax advisors and cannot give you advice on any tax matters.

RELEASE OF CLAIMS

If the Court grants final approval of the settlement, then all Class Members who do not opt out will release employment claims against sanofi-aventis up to the date of the final settlement. When claims are "released" it means that a person covered by the release cannot sue sanofi-aventis for the same claims that are covered by the lawsuit as set forth in the Class Action Complaint and the Settlement Agreement. The terms of release are set forth in paragraph 3.23 and Section IX of the Settlement Agreement. You may obtain a copy of the Settlement Agreement by contacting Class Counsel, as listed below, or you can view the Settlement Agreement in hard copy in the Office of the Clerk of the United States District Court, Southern District of New York, 500 Pearl Street, New York, NY 10007.

THE SETTLEMENT PROCESS AND FINAL FAIRNESS HEARING

Every class action must be approved by the court that presided over the class action lawsuit. Thus far, the Court has only decided that the proposed settlement may be fair and, therefore, justifies the sending of this Notice of Class Action Settlement. A Final Fairness Hearing will be held at 4 p.m. on August 3, 2010, as described above. You may, but are not required to attend this hearing. You may also enter an appearance in the case through your own attorney, if you so desire, which appearance must be filed with the Clerk's office and served on the Claims Administrator and Class Counsel so that it is received at least 21 days before the Fairness Hearing in order for your Counsel to be heard.

If you have any questions concerning this settlement, you may contact the Claims Administrator or Class Counsel, as follows:

Claims Administrator
HEFFLER, RADETICH & SAITTA LLP
1515 Market Street, Suite 1700
Philadelphia, PA 19102
Tel: (215) 665-1124 or 1-800-644-7835
Fax: (215) 665-0613
Website: www.heffler.com

THE LAWYERS REPRESENTING YOU AND THE CLASS

As a Class Member, you are represented in this litigation by Class Counsel, as follows:

SANFORD WITTELS & HEISLER, LLP
Steven L. Wittels, Esq.
Jeremy Heisler, Esq.
Janette Wipper, Esq.
1350 Avenue of the Americas
Suite 3100
New York, NY 10019
Tel: (646) 723-2947
Fax: (646) 723-2948
www.nydclaw.com

David Sandford, Esq.
1666 Connecticut Ave., NW
Suite 310
Washington, D.C. 20009
Tel: (202) 742-7780
Fax: (202) 742-7776

LAW OFFICES OF GRANT E. MORRIS
Grant Morris, Esq.
1666 Connecticut Ave., NW
Suite 310
Washington, D.C. 20009
Tel: (202) 742-7783
Fax: (202) 742-7776

Unless you elect to exclude yourself from the Settlement, you will continue to be represented by Class Counsel in connection with implementation and monitoring of the Settlement throughout the three-year term of the Settlement at no cost to you.

How Will The Lawyers Be Paid?

In connection with the Settlement, the Court will award Class Counsel reasonable attorneys' fees and expenses out of the Settlement Fund. If you are a Class Member and receive an award from the Settlement Fund, you will not owe any fees or expenses to the lawyers who have represented you as part of the Class. The attorneys' fees and expenses of Class Counsel, as awarded by the Court, will be paid only from the Settlement Fund and only if and after the Settlement has been approved by the Court.

As is routine in class action cases, Class Counsel will file a motion for an award of attorneys' fees and expenses already incurred as well as the fees and expenses that will be incurred during the three-year term of the Settlement. These fees and expenses have been incurred as Class Counsel have pursued these claims on behalf of Plaintiffs and the Class for three years without receiving any compensation for their services or reimbursement of their out-of-pocket litigation expenses, which are substantial. Class Counsel have undertaken significant risks in pursuing this matter. They have done so with the understanding that, if they obtained a recovery for the Class, their expenses would be reimbursed and they would receive fees from the fund recovered. Accordingly, in their motion, Class Counsel will request that the Court award them costs they have incurred not to exceed \$250,000, plus attorneys' fees for the work performed and results achieved to date in an amount no greater than 30% of the proposed \$15.36 million monetary settlement, which includes \$250,000 per annum during the three-year term of the Settlement to cover future fees and expenses relating to monitoring and enforcing the Settlement.

SERVICE PAYMENTS TO CLASS REPRESENTATIVES

Class Counsel will apply for service payments of \$75,000 each for the Class Representatives to compensate them for the time and effort they devoted to representing the Class in this case, including the time they spent consulting with Class Counsel about the case. In addition, Class Counsel will apply for service payments up to the maximum amount of \$60,000 each for Amy Johnson, Lucy Velez, Beth Green, and Patrice Sutherland, as *de facto* Class Representatives, to compensate them for the time and effort they devoted to the case. These payments will come from the Settlement Fund.

GETTING MORE INFORMATION

If you have further questions or are still not sure whether you are included, you can get free help by contacting Class Counsel in this case at the contact numbers/address listed above. You may also contact the Claims Administrator at the contact number/address listed above, or visit the following website: www.heffler.com.

This Notice contains only a summary of the terms of the Settlement, the provisions of the releases and related matters. For further information, the Settlement Agreement (which includes the complete terms of the Settlement), the Claim Form, the Release, and numerous other documents connected with the Settlement are available by contacting Class Counsel, or can be viewed in hard copy in the Office of the Clerk of the United States District Court, Southern District of New York, 500 Pearl Street, New York, NY 10007.

PLEASE DO NOT CALL OR CONTACT THE COURT, THE OFFICE OF THE CLERK OF COURT, OR SANOFI-AVENTIS WITH QUESTIONS REGARDING THIS NOTICE.

Dated: April 30, 2010

EXHIBIT A

SAMPLE FORM—DO NOT COMPLETE THIS FORM
A FINAL CLAIM FORM WILL BE MAILED TO YOU
LATER IF THE COURT APPROVES THE SETTLEMENT

CONFIDENTIAL CLAIM FORM
BELLIFEMINE, ET AL. v. SANOFI-AVENTIS U.S. LLC

Your Claim Form must be returned POSTMARKED by no later than _____.
Enclosed is a self-addressed stamped envelope for returning a Claim Form.

[class member's name]

[address1] [address2]

[city], [state] [zip]

If you are a woman who is, or was, employed as a SALES PROFESSIONAL or DISTRICT SALES MANAGER for SANOFI-AVENTIS in the United States at any time from MAY 12, 2005 through MARCH 23, 2010, you may be eligible for a monetary award from the claims process of this settlement.

You do not have to submit this Claim Form to receive a monetary award for back pay from the Base Pay Disparity Regression Component of this settlement, described in the Class Action Settlement Notice previously sent to you.

HOWEVER, in addition to your monetary award for back pay, you may be eligible to receive an ADDITIONAL MONETARY AWARD for emotional distress from the claims process of this settlement. In order to receive an additional monetary award, you must complete and submit timely answers to the questions which apply to you in this Claim Form, describing any gender discrimination you experienced at sanofi-aventis related to (i) promotions and compensation, (ii) harassment, (iii) retaliation, and (iv) emotional distress.

NOTE: Claims based on facts occurring before May 12, 2005 or after March 23, 2010 are not eligible for any monetary award from the claims process of this settlement.

If your address is different from that printed on the label above or if you did not receive this Claim Form in the mail, please complete your accurate and complete address information below.

Full Name: _____
First/Middle Initial/Last Name

Address: _____
Street Address, including any apartment or box number

City State Zip Code

CLAIM FORM INSTRUCTIONS

All information contained in this Claim Form will be kept strictly confidential. Answers will only be reviewed by the Independent Claim Expert, approved by the Court, to make determinations regarding your monetary award from the claims process of this settlement.

The Independent Claim Expert will allocate points to each eligible Class Member who submits a Claim Form. You will receive points based upon the information you provide in your answers about gender discrimination, harassment and retaliation you experienced at sanofi-aventis. If you provide detailed information and supporting documentation for your answers about gender discrimination, harassment and retaliation, you may receive additional points. Claimants will also be eligible to receive additional points for information provided about emotional harm suffered as a result of the discrimination.

Your answers and documentation will not be disclosed to sanofi-aventis. You will not be subject to any retaliation for your completion of these questions.

Answer Sections A through D to the extent that they apply to you. Fill in only what applies to you. The monetary award that you receive will be determined based on a combination of your answers to these questions, your supporting documentation, and your work history at sanofi-aventis. Your answers to Section E are required for you to participate in the claims process.

Make sure to ***sign and date*** your Claim Form. You may use additional sheets of paper to answer any question on the Claim Form. If you do so, please be sure to put your name, social security number, and the question number on each additional sheet of paper you include with your Claim Form.

IMPORTANT: In order to be eligible to receive a settlement award from the Claim Form Discrimination Survey Component of the Settlement through this claims process, you must return this Claim Form postmarked on or before _____, to:

**CLAIMS ADMINISTRATOR
BELLIFEMINE V. SANOFI-AVENTIS DISCRIMINATION LITIGATION
P.O. BOX 60074
PHILADELPHIA, PA 19102-0074
(215) 665-1124 or (800) 644-7835
www.heffler.com**

If you need assistance in completing your Claim Form, you can get free help by contacting Class Counsel: Sanford Wittels & Heisler, LLP, 1350 Avenue of the Americas, Suite 3100, New York, New York 10019, Tel: (646) 723-2947, Fax: (646) 723-2948, www.nydclaw.com

SECTION E

SWORN AFFIRMATION AND SIGNATURE

I, _____, **DECLARE UNDER PENALTY OF PERJURY THAT THE INFORMATION AND FACTS I HAVE STATED IN THIS CLAIM FORM ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.**

I understand that I must keep the Claims Administrator informed of my current address and of any change in my home address. If I do not do so, I understand that I may not receive any award that I might otherwise be entitled to receive.

Executed this _____ day of _____, 2010

Signature of Claimant

Typed or Printed Name of Claimant

Social Security Number of Claimant

**WHEN YOU HAVE COMPLETED THIS CLAIM FORM,
PUT IT IN THE SELF-ADDRESSED STAMPED ENVELOPE PROVIDED,
AND MAIL IT BY NO LATER THAN _____ TO:**

**CLAIMS ADMINISTRATOR
BELLIFEMINE V. SANOFI-AVENTIS DISCRIMINATION LITIGATION
P.O. BOX 60074
PHILADELPHIA, PA 19102-0074
(215) 665-1124 or (800) 644-7835
www.heffler.com**

Claims Administrator
Bellifemine v. sanofi-aventis Discrimination Litigation
P.O. Box 60074
Philadelphia, Pa 19102-0074

FIRST CLASS MAIL

PLEASE FORWARD—IMPORTANT LEGAL NOTICE