

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

VINH NGUYEN, INDIVIDUALLY
AND ON BEHALF OF ALL OTHERS
SIMILARLY SITUATED,

Plaintiff,

v.

RADIANT PHARMACEUTICALS
CORPORATION AND DOUGLAS C.
MACLELLAN,

Defendants.

CASE No.: CV-11-0406-DOC (MLGx)

CLASS ACTION

**NOTICE OF PENDENCY AND
SETTLEMENT OF CLASS ACTION**

If you purchased or otherwise acquired the common stock ("Stock") of Radiant Pharmaceuticals Corporation ("Radiant" or the "Company") during the period from January 18, 2011 through and including March 4, 2011, you could get a payment from a class action settlement (the "Settlement").

Under law, a federal court has authorized this notice.

- If approved by the Court, the settlement will provide \$2,500,000, plus interest (the "Settlement Amount"), to pay claims of investors who purchased Radiant Stock during the period from January 18, 2011 through and including March 4, 2011 (the "Class Period").
- The Settlement represents an average recovery of \$0.0235 per share of Radiant Stock for the 106 million shares outstanding as of March 2, 2011. A share may have been traded more than once during the Class Period. As of January 1, 2011, there were 37.5 million shares of Radiant Stock outstanding. This estimate solely reflects the average recovery per outstanding share of Radiant Stock. The indicated average recovery per share will be the total average recovery for all purchasers of that share. This is not an estimate of the actual recovery per share you should expect. Your actual recovery will depend on the aggregate losses of all Class Members, the date(s) you purchased and sold Radiant Stock, and the total number and amount of claims filed.
- Attorneys for Lead Plaintiffs ("Class Counsel") intend to ask the Court to award them fees of up to \$750,000 or thirty percent (30.0%) of the Settlement Amount, reimbursement of litigation expenses of no more than \$480,000, and an award to the Lead Plaintiffs not to exceed \$9,000. Collectively, the attorneys' fees and expenses are estimated to average \$0.0116 per share of Radiant Stock. If approved by the Court, these amounts will be paid from the Settlement Fund.
- The approximate recovery, after deduction of attorneys' fees and expenses approved by the Court, is an average of \$0.0119 per share of Radiant Stock. This estimate is based on the assumptions set forth in the preceding paragraph. Your actual recovery, if any, will vary depending on your purchase price and sales price, and the number and amount of claims filed.
- The Settlement resolves the lawsuit concerning whether Radiant and its officers and directors made false and misleading statements, in violation of federal securities laws, based upon the allegations set forth in the Amended Complaint, including that: (1) Radiant intentionally misled investors to believe that it was conducting a clinical trial for Onko-Sure with the Mayo Clinic; and (2) Radiant failed to disclose that the Mayo Clinic's sole relationship was only for a subsidiary to sell blood samples that Radiant might use in its clinical study. Defendants Radiant and Douglas C. MacLellan (collectively, the "Radiant Defendants") deny all allegations of misconduct.
- Your legal rights will be affected whether you act or do not act. If you do not act, you may permanently forfeit your right to recover on this claim. Therefore, you should read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM NO LATER THAN APRIL 16, 2014	The only way to get a payment.
EXCLUDE YOURSELF NO LATER THAN MARCH 24, 2014	Get no payment. This is the only option that allows you to be part of any other lawsuit against the Radiant Defendants about the legal claims in this case.
OBJECT NO LATER THAN APRIL 2, 2014	Write to the Court about why you do not like the settlement.
GO TO A HEARING ON APRIL 22, 2014	Speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights.

INQUIRIES

Please do not contact the Court regarding this notice. All inquiries concerning this Notice, the Proof of Claim form, or any other questions by Class members should be directed to:

Radiant Pharmaceuticals Corporation Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 3
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

or

THE ROSEN LAW FIRM, P.A.
275 Madison Avenue, 34th Floor
New York, NY 10016
Tel.: 212-686-1060
Fax: 212-202-3827
info@rosenlegal.com

COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT

1. Why did I get this Notice?

You or someone in your family may have acquired Radiant Stock during the Class Period.

2. What is this lawsuit about?

The case is known as *Vinh Nguyen v. Radiant Pharmaceuticals Corporation, et al.*, Case No. CV-11-0406-DOC (MLGx) (the "Litigation"), and the Court in charge of the case is the United States District Court for the Central District of California.

The Class Action involves whether the Radiant Defendants violated the federal securities laws because the Company allegedly made false and misleading statements to the investing public as set out in the complaint, including that: (1) Radiant intentionally misled investors to believe that it was conducting a clinical trial for Onko-Sure with the Mayo Clinic; and (2) Radiant failed to disclose that the Mayo Clinic's sole relationship was only for a subsidiary to sell blood samples that Radiant might use in its clinical study. The Radiant Defendants deny they did anything wrong. The Settlement resolves all of the claims in the Class Action against the Radiant Defendants. The claims asserted in the Complaint against Akio Ariura previously were dismissed by the Court.

3. Why is this a class action?

In a class action, one or more persons and/or entities, called Lead Plaintiffs, sue on behalf of all persons and/or entities who have similar claims. All of these persons and/or entities are referred to collectively as a Class, and these individual persons and/or entities are known as Class Members. One court resolves all of the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

4. Why is there a Settlement?

Lead Plaintiffs and the Radiant Defendants do not agree regarding the merits of Lead Plaintiffs' allegations with respect to liability or the average amount of damages per share that would be recoverable if Lead Plaintiffs were to prevail at trial on each claim. The issues on which the Lead Plaintiffs and the Radiant Defendants disagree include: (1) whether the Radiant Defendants made false and misleading statements; (2) whether the Radiant Defendants made these statements with the intent to defraud the investing public; (3) whether the statements were the cause of the Class Members' alleged damages; and (4) the amount of damages, if any, suffered by the Class Members.

This matter has not gone to trial and the Court has not decided in favor of either Lead Plaintiffs or the Radiant Defendants. Instead, Lead Plaintiffs and the Radiant Defendants have agreed to settle the Class Action. The Lead Plaintiffs and Class Counsel believe the settlement is best for all Class Members because of the risks associated with continued litigation and the nature of the defenses raised by the Radiant Defendants. Even if Plaintiffs win at trial, and also withstand the Radiant Defendants' inevitable challenge on appeal, Plaintiffs might not be able to collect some, or all, of the judgment.

5. How do I know if I am part of the Class settlement?

To be a Class Member, you must have purchased or otherwise acquired Radient Stock during the period from January 18, 2011 through and including March 4, 2011.

6. Are there exceptions to being included?

Yes. Excluded from the Class are the Radient Defendants, Akio Ariura, and the present and former officers and directors of Radient and any subsidiary thereof, members of their immediate families and their legal representatives, heirs, successors or assigns and any entity in which any defendant or excluded person has or had a controlling interest. Also, if you exclude yourself from the Class, as described below, you are not a part of the Class.

7. What does the Settlement provide?

a. What is the Settlement Fund?

The proposed Settlement calls for the Radient Defendants to create a Settlement Fund (the "Settlement Fund") in the amount of \$2,500,000. The Settlement is subject to Court approval. Also, subject to the Court's approval, a portion of the Settlement Fund will be used to pay Lead Plaintiffs' attorneys' fees and reasonable litigation expenses and any award to Lead Plaintiffs. A portion of the Settlement Fund also will be used to pay taxes due on interest earned by the Settlement Fund, if necessary, and any notice and claims administration expenses permitted by the Court. After the foregoing deductions from the Settlement Fund have been made, the amount remaining (the "Net Settlement Fund") will be distributed to Class Members who submit valid claims.

b. What can you expect to receive under the proposed Settlement?

Your share of the Net Settlement Fund will or may depend on: (i) the number of claims filed; (ii) the dates you purchased and sold Radient Stock; (iii) the prices of your purchases and sales; (iv) the amount of administrative costs, including the costs of notice; and (v) the amount awarded by the Court to Lead Plaintiffs and Class Counsel for attorneys' fees, costs, and expenses.

The Claims Administrator will determine each Class Member's *pro rata* share of the Net Settlement Fund based upon each Class Member's valid "Recognized Loss." The Recognized Loss formula is not intended to be an estimate of the amount that a Class Member might have been able to recover after a trial; it also is not an estimate of the amount that will be paid to Class Members pursuant to the Settlement. The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Class Members with valid claims.

The Net Settlement Fund will be distributed to Class Members who submit valid, timely claim forms ("Authorized Claimants") under the below Plan of Allocation, which reflects Lead Plaintiffs' contention that because of the alleged misrepresentations and omissions made by defendants, the price of Radient common stock was artificially inflated during the Class Period and that disclosures and materialization of the true facts caused changes in the inflated stock price.

The compensable loss per share ("Recognized Loss") of each Authorized Claimant shall be calculated according to the following formula:

Plan of Allocation

For purposes of determining the amount an Authorized Claimant will recover from the Settlement, Lead Counsel with the aid of a financial consultant, has developed the Plan of Allocation. It is designed to fairly allocate the proceeds of the Net Settlement Fund to Authorized Claimants.

The Court has not made any finding that the Released Parties are liable to the Class or that the Class has suffered any compensable damages, nor has the Court made any finding that the payments allowed under this Plan of Allocation are an accurate measure of damages.

The Claims Administrator will determine each Class Member's *pro rata* share of the Net Settlement Fund based upon each claimant's "Recognized Claim" from transactions in Radient common stock during the entire Class Period.

For shares of common stock purchased between January 18, 2011 and March 4, 2011, inclusive:

A. For shares retained at the end of trading on June 3, 2011, the Recognized Loss shall be the lesser of:

- (1) \$.15 per share; or
- (2) the difference between the purchase price per share and \$.38 per share.¹

B. For shares sold between January 18, 2011 and March 4, 2011, inclusive, the Recognized Loss shall be zero.

¹ Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, "in any private action arising under this title in which the plaintiffs seek to establish damages by reference to the market price of a security, the award of damages to the plaintiffs shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiffs for the subject security and the mean trading price of that security during the 90 day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated." \$.38 per share was the mean (average) daily closing trading price of Radient's common stock during the 90 day period beginning on March 7, 2011 and ending on June 3, 2011.

C. For shares sold between March 7, 2011 and June 3, 2011, inclusive, the Recognized Loss shall be the lesser of:

- (1) \$.15 per share; or
- (2) the difference between the purchase price per share and the average closing stock price as of date of sale provided in table A below.

TABLE A

<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>	<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>
3/7/2011	\$0.42	\$0.42	4/19/2011	\$0.36	\$0.42
3/8/2011	\$0.50	\$0.46	4/20/2011	\$0.40	\$0.42
3/9/2011	\$0.50	\$0.47	4/21/2011	\$0.40	\$0.42
3/10/2011	\$0.46	\$0.47	4/25/2011	\$0.38	\$0.42
3/11/2011	\$0.41	\$0.46	4/26/2011	\$0.38	\$0.42
3/14/2011	\$0.38	\$0.44	4/27/2011	\$0.42	\$0.42
3/15/2011	\$0.43	\$0.44	4/28/2011	\$0.48	\$0.42
3/16/2011	\$0.45	\$0.44	4/29/2011	\$0.42	\$0.42
3/17/2011	\$0.45	\$0.44	5/2/2011	\$0.41	\$0.42
3/18/2011	\$0.41	\$0.44	5/3/2011	\$0.40	\$0.42
3/21/2011	\$0.44	\$0.44	5/4/2011	\$0.39	\$0.42
3/22/2011	\$0.39	\$0.44	5/5/2011	\$0.38	\$0.42
3/23/2011	\$0.38	\$0.43	5/6/2011	\$0.39	\$0.42
3/24/2011	\$0.40	\$0.43	5/9/2011	\$0.42	\$0.42
3/25/2011	\$0.39	\$0.43	5/10/2011	\$0.40	\$0.42
3/28/2011	\$0.39	\$0.42	5/11/2011	\$0.40	\$0.42
3/29/2011	\$0.38	\$0.42	5/12/2011	\$0.32	\$0.41
3/30/2011	\$0.46	\$0.42	5/13/2011	\$0.30	\$0.41
3/31/2011	\$0.54	\$0.43	5/16/2011	\$0.27	\$0.41
4/1/2011	\$0.51	\$0.43	5/17/2011	\$0.29	\$0.41
4/4/2011	\$0.49	\$0.44	5/18/2011	\$0.30	\$0.40
4/5/2011	\$0.44	\$0.44	5/19/2011	\$0.31	\$0.40
4/6/2011	\$0.43	\$0.44	5/20/2011	\$0.28	\$0.40
4/7/2011	\$0.43	\$0.44	5/23/2011	\$0.28	\$0.40
4/8/2011	\$0.42	\$0.44	5/25/2011	\$0.22	\$0.40
4/11/2011	\$0.39	\$0.43	5/26/2011	\$0.21	\$0.39
4/12/2011	\$0.37	\$0.43	5/27/2011	\$0.21	\$0.39
4/13/2011	\$0.37	\$0.43	5/31/2011	\$0.22	\$0.39
4/14/2011	\$0.35	\$0.43	6/1/2011	\$0.22	\$0.38
4/15/2011	\$0.38	\$0.43	6/2/2011	\$0.22	\$0.38
4/18/2011	\$0.36	\$0.42	6/3/2011	\$0.20	\$0.38

c. Are there any further limitations on the amount I may receive?

- i) To the extent there are sufficient funds in the Net Settlement Fund, each Class Member with a Recognized Loss that satisfies the requirements approved by the Court (“Authorized Claimant”) will receive an amount equal to the Authorized Claimant’s Recognized Loss described above. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant’s Recognized Loss bears to the total of the Recognized Losses of all Authorized Claimants.
- ii) For Class members who conducted multiple transactions in Radiant Stock during the Class Period, the earliest subsequent sale shall be matched first against those shares in the Claimant’s opening position on the first day of the Class Period, and then matched chronologically thereafter against each purchase made during the Class Period.
- iii) Transactions during the Class Period resulting in a gain shall be netted against the Class Members transactions resulting in a loss to arrive at the Recognized Loss.
- iv) Any Class members whose collective transactions in Radiant Stock during the Class Period resulted in a net gain shall not be entitled to share in the Net Settlement Fund.
- v) The purchase and sale prices exclude any brokerage commissions, transfer taxes or other fees.
- vi) The covering purchase of a short sale is not an eligible purchase. Gifts and transfers are not eligible purchases.

8. How can I get a payment?

To qualify for a payment, you must send in a form entitled “Proof of Claim and Release” form. This claim form is attached to this Notice. You may also obtain a claim form on the Internet at www.strategicclaims.net. Read the instructions carefully, fill out the form, sign it in the location indicated, and mail the claim form together with all documentation requested in the form, postmarked no later than April 16, 2014, to:

Radiant Pharmaceuticals Corporation Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 3
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

The Claims Administrator will process your claim and determine whether you are an “Authorized Claimant.”

9. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you will remain in the Class. That means that if the Settlement is approved, you and all Class Members will release (agreeing never to sue, continue to sue, or be part of any other lawsuit) all claims against the Radiant Defendants, any of their current, former, or future parents, subsidiaries, affiliates, partners, joint venturers, officers, directors, principals, shareholders, members, agents (acting in their capacity as agents), employees, attorneys, trustees, insurers, reinsurers, advisors, accountants, associates, and/or any other individual or entity in which any Radiant Defendant has or had a controlling interest or which is or was related to or affiliated with any of the Radiant Defendants, and the current, former, and future legal representatives, heirs, successors-in-interest, or assigns of any Radiant Defendants, and Akio Ariura (“Released Parties”) in connection with your acquisition of Radiant Stock during the Class Period, except that you do not release the Released Parties from any claim or action to enforce the Settlement. It also means that all of the Court’s orders will apply to you and legally bind you. If you sign the claim form, you are agreeing to a “Release of Claims,” which will bar you from ever filing a lawsuit against any Released Party to recover losses from the acquisition or sale of Radiant Stock during the Class Period, except to enforce the Settlement. That means you will accept a share in the Net Settlement Fund as sole compensation for any losses you have suffered in the acquisition and sale of Radiant Stock during the Class Period.

10. How do I get out of the Settlement?

If you do not want to receive a payment from this Settlement, and you want to keep any right you may have to sue or continue to sue the Radiant Defendants on your own based on the legal claims raised in this Class Action, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement. To exclude yourself from the Settlement, you must mail a letter stating you want to be excluded as a Class Member from Vinh Nguyen v. Radiant Pharmaceuticals Corporation, et al., Case No. CV-11-0406-DOC (MLGx). Be sure to include your name, address, telephone number and your signature, along with an accurate list of all of your purchases and sales of Radiant Stock including the date, number of shares and price of the shares purchased or sold. You must mail your exclusion request, so that it is received no later than March 24, 2014, to:

Radiant Pharmaceuticals Corporation Litigation
c/o Strategic Claims Services
P.O. Box230
600 N. Jackson St., Ste. 3
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

You cannot exclude yourself by telephone or by e-mail. If you ask to be excluded, you will not receive a settlement payment, and you cannot object to the Settlement. If you ask to be excluded, you will not be legally bound by anything that happens in this Class Action.

11. If I do not exclude myself, can I sue the Radiant Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Radiant Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately, since you may have to exclude yourself from this Class to continue your own lawsuit.

12. Do I have a lawyer in this case?

Yes. The Court appointed the Rosen Law Firm, P.A to represent you and the other Class Members, on November 26, 2012, when it issued an order certifying this action as a class action. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense. Contact information for the Rosen Law Firm, P.A. is provided in the response to question 14, below.

13. How will the lawyers be paid?

Class Counsel have expended considerable time litigating this action on a contingent fee basis, and have paid for the expenses of the litigation themselves and have not been paid attorneys’ fees in advance of this Settlement. Class Counsel have done so with the expectation that if they are successful in recovering money for the Class, they will receive attorneys’ fees and be reimbursed for their litigation expenses from the Settlement Fund, as is customary in this type of litigation. Class Counsel will not receive attorneys’ fees or be reimbursed for their litigation expenses except from the Settlement Fund. Therefore, Class Counsel will file a motion asking the Court at the Settlement Hearing to make an award of attorneys’ fees in an amount not to exceed \$750,000, for reimbursement of reasonable litigation expenses not to exceed \$480,000, and an award to Lead Plaintiffs in an amount not to exceed \$9,000. The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Settlement Fund.

14. How do I tell the Court that I do not like the Settlement?

You can tell the Court you do not agree with the Settlement, any part of the Settlement, or Class Counsel’s motion for attorneys’ fees, and that you think the Court should not approve the Settlement, by mailing a letter stating that you object to the Settlement in the matter of *Vinh Nguyen v. Radiant Pharmaceuticals Corporation, et al.*, Case No. CV-11-0406-DOC (MLGx). Be sure to include your name, address, telephone number, your signature, a list of your purchases and sales of Radiant Stock in order to show your membership in the Class, and all of the reasons you object to the Settlement. Be sure to mail the objections to the four different places listed below, received no later than April 2, 2014, so the Court will consider your views:

Clerk of the Court United States District Court Central District of California – Southern Division 411 West Fourth Street Santa Ana, CA 92701	Laurence M. Rosen, Esq. Phillip Kim, Esq. THE ROSEN LAW FIRM, P.A. 275 Madison Avenue 34 th Floor New York, NY 10016 Tel.: 212-686-1060 Fax: 212-202-3827 <i>Lead Counsel</i>	Robert Weber, Esq. DLA PIPER (US) LLP 2000 Avenue of the Stars Suite 400, North Tower Los Angeles, CA 90067 Tel: 310-595-3000 Fax: 310-595-3300 <i>Counsel for defendant Radiant Pharmaceuticals Corporation</i>	Mark David Hunter, Esq. HUNTER TAUBMAN WEISS LLP 255 University Drive Coral Gables, FL 33134 Tel: 305-629-8816 Fax: 305-629-8877 <i>Counsel for the defendant Douglas MacLellan</i>
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15. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the Settlement. You can object only if you stay in the Class. Requesting exclusion is telling the Court you do not want to be part of the Class and Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer concerns you. If you stay in the Class and object, but your objection is overruled, you will not be allowed a second opportunity to exclude yourself.

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

The Court will hold a Settlement Hearing on April 22, 2014, at 8:30 a.m., at the United States District Court for the Central District of California, 411 West Fourth Street, Courtroom 9-B, Santa Ana, California 92701.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. Attendance at the Final Settlement Hearing is not necessary but persons wishing to be heard orally in opposition to the Settlement, the Plan of Allocation, and/or the application for Attorneys’ Fees and Expenses are required to indicate in their written objection (or in a separate writing that is submitted in accordance with the deadline and after instruction pertinent to the submission of a written objection) that they intend to appear at the Final Settlement Hearing and identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Final Settlement Hearing. The Court may also decide how much to pay Class Counsel for attorneys’ fees and expenses.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

18. What happens if I do nothing at all?

If you do nothing, you will not receive a payment from the Settlement. However, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Radiant Defendants about the claims made in this case ever again.

DATED: JANUARY 31, 2014

BY ORDER OF THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA