

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: GENERIC PHARMACEUTICALS
PRICING ANTITRUST LITIGATION

MDL No. 2724
Case No. 2:16-MD-2724

THIS DOCUMENT RELATES TO:

HON. CYNTHIA M. RUFE

Direct Purchaser Class Plaintiffs' Actions

**DIRECT PURCHASER CLASS PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF (1) THE SUN AND TARO SETTLEMENTS AND
(2) THE PLAN OF ALLOCATION**

Pursuant to Federal Rule of Civil Procedure 23, this Court's Orders dated May 11, 2022 and September 14, 2022 (ECF Nos. 2093 & 2227), Direct Purchaser Class Plaintiffs César Castillo, LLC, FWK Holdings, LLC, Rochester Drug Cooperative, Inc., and KPH Healthcare Services, Inc. a/k/a Kinney Drugs, Inc. ("DPPs") respectfully move for entry of the proposed Order submitted herewith which provides for Final Approval of (1) the Sun and Taro Settlements and (2) the Plan of Allocation. Settling Defendants Sun and Taro do not oppose this Motion.

In support of this motion, DPPs rely upon the accompanying memorandum in support and exhibits thereto.

Dated: January 31, 2023

Respectfully submitted,



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Other Authorities

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I. INTRODUCTION

On May 11, 2022, the Court granted preliminary approval of the Direct Purchaser Plaintiffs' ("DPPs") settlements with Defendants Sun Pharmaceutical Industries, Inc and its affiliates (Caraco Pharmaceutical Laboratories, Ltd, Mutual Pharmaceutical Company, Inc., and URL Pharma, Inc.) (collectively "Sun") and Taro Pharmaceuticals U.S.A., Inc. (Taro) (collectively "Settling Defendants"). ECF No. 2093. That Order (the "Preliminary Approval Order") certified a Settlement Class, appointed Settlement Class Counsel, appointed a Claims Administrator, preliminarily approved the Plan of Allocation, and approved the form and manner of Notice to the Settlement Class.¹ In its Order of September 14, 2022 (ECF No. 2227), the Court extended the deadline to object or request exclusion from these settlements until January 10, 2023 and rescheduled the Fairness Hearing to March 8, 2023.

Pursuant to the Court's Preliminary Approval Order, Settlement Class Counsel have carried out the extensive Notice program authorized by the Court including a mailing to Settlement Class members and publication of the Notice for 30 days in The Pink Sheet, PR Newswire, and in The Wall Street Journal. The Notice was also posted on a dedicated website:

GenericDrugsDirectPurchaserSettlement.com. *See* Declaration of Eric A. Miller, sworn to January 31, 2023.

¹ Unless otherwise noted, the capitalized terms used in this Memorandum of Law have the same meanings as defined in the Settlement Agreements. *See* ECF No. 2010-3.

As set forth above, the deadline to object or opt out of these settlements was January 10, 2023. As of this date, Settlement Class Counsel are unaware of any objections to these settlements. There have been ten letters requesting exclusion. Almost all of the letters pertain to entities or the affiliates of entities that had previously filed their own complaints and have been litigating as Direct Action Plaintiffs (“DAPs”). The opt-outs, including all affiliated entities, are listed in Exhibit E to the Declaration of Eric A. Miller filed contemporaneously with this Memorandum.

The Settlements were reached after extended, arm’s length negotiations between experienced counsel for DPPs and for Sun and Taro. These “ice breaker” settlements are the first on behalf of DPPs and by any private plaintiff in this complex MDL that has been litigated for almost seven years. The Settlements consist of: (1) a combined \$85,000,000 monetary payment, which DPPs expect will be reduced to \$75,000,000 to account for opt-outs, but may be increased to as much as \$105,000,000 under the most favored nation (“MFN”) clauses, (2) an agreement that Sun’s and Taro’s sales remain in the MDL for purposes of joint and several liability as to non-settling Defendants to the extent permitted or authorized by law, and (3) cooperation from Sun and Taro, both in terms of effectuating the Settlements and providing information to help in the continued litigation against the non-settling Defendants. *See* ECF No. 2010-3 (copies of the two Settlement Agreements).

Experienced Settlement Class Counsel submit that the Settlements are fair, reasonable, and adequate. The Settlements ensure that the Settlement Class will receive substantial benefits, while avoiding the risks and delays of continued litigation against Sun and Taro. Settlement Class Counsel also submit that the proposed Plan of Allocation (ECF No. 2010-7), is fair, reasonable, and efficient.

Accordingly, pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(3), 23(e), and 54(b), DPPs respectfully request granting final approval to these settlements, entry of Judgment in the form submitted herewith and granting of final approval to the Plan of Allocation. Settling Defendants assent to this Motion.

II. BACKGROUND

Since 2016, DPPs have litigated claims along with other counsel and the States, alleging that Sun and Taro (manufacturers of generic drugs) conspired with the non-settling Defendants (other manufacturers of generic drugs) in violation of the Sherman Act to artificially inflate and maintain the prices that DPPs paid for the Named Generic Drugs (“NGDs”). *See* ECF No. 2010-3 (list of NGDs attached as Exhibit B to each Settlement Agreement). DPPs contend that the alleged anticompetitive conduct of Sun and Taro and other generic drug manufacturers resulted in supracompetitive prices causing DPPs and the Settlement Class to pay illegal overcharges. Settling Defendants have denied liability as to DPPs’ claims and have mounted a tenacious defense in all phases of the MDL.

DPPs have filed 18 individual drug complaints and two multi-drug complaints.² In October 2018, the Court denied Defendants’ motions to dismiss six of the DPPs’ individual drug complaints.³ In August 2019, the Court denied Defendants’ motions to dismiss the DPPs’ first multi-drug complaint that alleged an “overarching” conspiracy.⁴ Following the Court’s decisions on the motions to dismiss, the parties have engaged in substantial discovery including propounding hundreds of document requests, interrogatories, and requests for admissions; producing and reviewing millions of documents, taking numerous depositions, and engaging in briefing and numerous hearings before the Court and the three Special Masters.

On July 13, 2020, following substantial briefing and conferences with Special Master David H. Marion, the Court entered its Opinion and PTO 132 selecting bellwether cases. ECF Nos. 1442, 1443. On May 7, 2021, following additional briefing and conferences with Special Master Marion, the Court entered PTO 171 revising the selection of bellwether cases, retaining clobetasol and clomipramine as

² No. 20-cv-721 (ECF No. 62), No. 18-cv-2641 (ECF No. 12), No. 16-AL-27241 (ECF No. 46), No. 16-AM-27241 (ECF No. 54), No. 16-BC-27241 (ECF No. 59), No. 16-BZ-27241 (ECF No. 53), No. 16-CB-27241 (ECF No. 74), No. 16-CM-27241 (ECF No. 61), No. 16-DS-27241 (ECF No. 71), No. 16-DG-27241 (ECF No. 74), No. 16-DV-27241 (ECF No. 71), No. 16-DX-27241 (ECF No. 83), No. 16-EC-27241 (ECF No. 66), No. 16-FL-27241 (ECF No. 66), No. 16-GL-27241 (ECF No. 50), No. 16-LV-27241 (ECF No. 62), No. 16-LD-27241 (ECF No. 56), No. 16-PV-27241 (ECF No. 68), No. 16-PP-27241 (ECF Nos. 62, 65), No. 16-UR-27241 (ECF No. 54).

³ *In re Generic Pharm. Pricing Antitrust Litig.*, 338 F. Supp. 3d 404 (E.D. Pa. 2018).

⁴ *In re Generic Pharm. Pricing Antitrust Litig.*, 394 F. Supp. 3d 509 (E.D. Pa. 2019).

the Class Bellwethers for the DPPs and End-Payor Class Plaintiffs (“EPPs”). ECF No. 1769. The Court also selected the States’ dermatology complaint as the States’ Bellwether. On December 9, 2021, after additional briefing and conferences with Special Master Marion, the Court entered PTO 188 setting a schedule for further proceedings in the bellwether cases. ECF No. 1901. On October 13, 2022, by stipulation of the parties, the Court entered PTO 217 extending the proceedings for the bellwether cases. Under that schedule, bellwether fact discovery is set to close on June 1, 2023. ECF No. 2244.

Settlement negotiations between Class Counsel and attorneys for Sun and Taro were hard fought, at arm’s length, and spanned many months, as described in more detail in the Declaration of Dianne Nast (ECF No. 2010-3). The parties executed the Settlements on November 4, 2021. As the first DPP class settlements and the first settlements on behalf of any private plaintiff in this very large and complex litigation, Settlement Class Counsel submit that the monetary relief and cooperation provided by the Settlements will serve as an important “ice breaker” to further develop DPPs’ cases and aid potential settlement discussions with other Defendants.

III. MATERIAL TERMS OF THE SETTLEMENTS

The Settlements provide for substantial monetary relief, and other valuable terms, which will assist DPPs in the continued prosecution of the litigation against the non-settling Defendants. In exchange for this monetary relief and cooperation, DPPs and members of the Settlement Class that have not excluded themselves will

be precluded from suing Settling Defendants and Released Parties for the Released Claims.

A. Monetary Relief

The monetary component of the Settlements is a combined \$85 million.⁵ Settling Defendants have paid this amount and it has been accruing interest since June of 2022. Settlement Agreements ¶ 7. The Settlement Fund will be reduced by \$10 million based upon provisions in the Settlement Agreements concerning the opt outs.⁶ The Settlement Fund also may be increased to a maximum of \$105 million under the MFN clauses described in further detail below. The monetary component of the Settlements, net of Court-approved attorneys' fees, service awards for the DPP class representatives, expenses and costs of litigation, Notice and administration of the Settlements ("Net Settlement Fund"), will be distributed to

⁵ Sun has paid \$17,357,000 into the Settlement Fund, and Taro has paid \$67,643,000 into the Settlement Fund. Settlement Agreements ¶ 7. As noted above, the \$85 million payment could be reduced at most to \$75 million to account for opt-outs or be increased to as much as \$105 million under the MFN clauses. Based upon the opt out notices received, the settlement amount will be reduced to \$75 million.

⁶ Sun shall be entitled to a reduction of up to \$2,042,000 based on the aggregate dollar amount of purchases from Sun by DPPs who have opted out of the settlement. Sun Settlement Agreement ¶ 9. Taro shall be entitled to a reduction of up to \$7,958,000 based on the aggregate dollar amount of purchases from Taro by direct purchasers who have opted out of the settlement. Taro Settlement Agreement ¶ 9. Pursuant to separate letter agreements, Sun and Taro had the right to rescind the Settlement Agreements if the aggregate amount of purchases represented by opt-outs reaches or exceeds a certain level, *id.*, but those levels were not reached and so the Settlement Agreements remain in force. DPPs will file these letter agreements with the Court if the Court desires, and in that event, would request that they be filed *in camera.*

the Settlement Class pursuant to the Plan of Allocation (upon Court approval after the filing of a motion for distribution).

B. Joint and Several Liability of Non-Settling Defendants

The Settlements provide that the non-settling Defendants remain jointly and severally liable for Sun’s and Taro’s sales to the extent permitted or authorized by law. Paragraph 14 of each Settlement Agreement reserves, for the purposes of joint and several liability against non-settling Defendants, DPPs’ ability to rely on Settling Defendants’ sales of NGDs to the Settlement Class to seek the full amount of damages to which they may be entitled from any other Defendant in the MDL. This term is valuable to DPPs and the DPP Settlement Class, as it maintains DPPs’ right to seek alleged damages associated with Sun and Taro sales from Sun’s and Taro’s alleged co-conspirators. The non-settling Defendants will only be entitled to a credit for any judgment against them for the value of the settlement proceeds paid by Sun and Taro⁷ after the judgment is trebled. These settlements will not reduce in any way the single damages to which the Settlement Class is entitled.

C. MFN Clauses

The Settlements also contain Most Favored Nation (“MFN”) clauses in Paragraph 11 of each Settlement. Those clauses provide that, in the event Settling

⁷ See, e.g., *In re Packaged Ice Antitrust Litig.*, 2011 WL 717519, at *17 (E.D. Mich. Feb. 22, 2011) (granting final approval of a settlement where the settlement agreement provides that settling defendants’ sales “remain in th[e] action and shall be part of any joint and several liability against any non-settling Defendant”); *In re Auto. Parts Antitrust Litig.*, 2017 WL 3499291, at *2 (E.D. Mich. July 10, 2017) (similar).

Defendants enter a separate, more favorable settlement or binding term sheet within twenty-one months of the execution of the Settlements (*i.e.*, at any time on or before August 4, 2023) with any Opt-outs (as defined in Paragraph 9 of the Settlement Agreements), Settling Defendants will be obligated to inform DPPs and the Settlement Class may be entitled to additional financial compensation.

Specifically, if the financial payment made by Settling Defendants to such Opt-out in any Other Direct Purchaser Settlement is more favorable on a proportionate basis than the terms of these Settlements, these two Settlements shall be automatically amended so that DPPs shall receive the benefit of the more favorable financial terms of the Other Direct Purchaser Settlement. If the terms of Paragraph 11 are triggered, Sun and Taro could pay up to an additional \$20 million collectively into the Settlement Fund for the benefit of the Settlement Class.

D. Cooperation by Sun and Taro

In addition to the monetary relief and other valuable terms highlighted above, the Settlement Agreements (ECF No. 2010-3) also deliver benefits to the Settlement Class through the cooperation that Sun and Taro have agreed to provide to DPPs. *See* Settlement Agreements ¶ 10; Cooperation Agreements attached as Exhibit A to each Settlement Agreement. Settling Defendants' cooperation will include: (1) the identification of "known persons who are likely to have relevant information;" Cooperation Agreements ¶ 4; (2) attorney proffers and summaries, *id.* ¶¶ 5-6; (3) access to witnesses for interviews, *id.* ¶ 7; (4) responses to data inquiries, *id.* ¶ 8; (5) authentication and admission of documents, *id.* ¶ 9; and (6) access to

witnesses for trial, *id.* ¶ 10. Such cooperation benefits the Settlement Class. It will facilitate the administration of the Settlements. It will aid DPPs' continued litigation against the non-settling Defendants.

E. Settlement Class Releases

In exchange for the benefits provided under the Settlement Agreements, DPPs have agreed to releases as set forth in Paragraphs 12, 13, and 14 of each Settlement Agreement. The Settlements release Settling Defendants and Releasees for claims DPPs or the Settlement Class asserted or could have asserted, based upon the allegations in the MDL, relating to the NGDs or other generic drugs that could have been named based on the facts alleged in the MDL including, but not limited to, those arising under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, or trade practice law. Settlement Agreements ¶ 12. The Settlements release all rights, and benefits conferred by § 1542 of the California Civil Code or any similar, comparable, or equivalent law. Settlement Agreements, ¶ 13.

The Settlements, however, do not resolve, compromise, discharge, or settle any of the claims of DPPs or the Settlement Class against any other Defendant in this MDL. Settlement Agreements, ¶ 12. Additionally, the Settlements do not release any claims arising under Article 2 of the Uniform Commercial Code in the ordinary course of business between Settling Defendants and the Settlement Class, except those claims based in whole or in part on the released claims. *Id.* Likewise, the Settlements do not release any claims for indirect purchases of any generic

drugs, any claims for negligence, breach of contract, bailment, failure to deliver, lost goods, damaged or delayed goods, breach of warranty or product liability claims except those claims based in whole or in part on any of the released claims, or any claims which are currently the subject of any unrelated pending litigation against Settling Defendants that is not part of this MDL. *Id.* The Settlements do not release any claims as to any generic drug that, after November 4, 2021, is the subject of any unrelated litigation brought against Settling Defendants under federal or state antitrust laws or under Racketeering Influenced and Corrupt Organizations (“RICO”), where the allegation is that generic competition was delayed (*e.g.*, reverse payment, sham litigation, sham citizen petition, or “*Walker Process*” fraud cases) or otherwise reduced or impaired by alleged conduct other than that pled or based on the facts alleged in the DPPs’ complaints in the action. *Id.* Finally, the Settlements do not release any claims of any type relating to any drugs other than the NGDs, other than those pled or based the facts alleged in the DPPs’ complaints in the MDL. *Id.*

F. Expenses, Attorneys’ Fees, and Service Awards

The Settlement Agreements each provide that up to \$250,000 may be used to pay for reasonable expenses in connection with administering the Settlements, such as those expenses associated with providing Notice of the Settlements to the Settlement Class, expenses associated with administering and distributing the Settlements, expenses associated with developing a Plan of Allocation, and any expenses incurred in connection with taxation matters relating to the Settlements.

Settlement Agreements, ¶ 8.a. Thus, up to \$500,000 may be withdrawn after the Court grants Preliminary Approval. Since Preliminary Approval, five hundred thousand dollars (\$500,000) has been withdrawn from the Settlement funds to pay expenses, including expenses in connection with the Plan of Allocation.

Administration expenses incurred above this amount shall be borne, in the first instance, by Settlement Class Counsel, who may be repaid from the Settlement Fund (or have outstanding invoices paid from the Settlement Fund) after the “Effective Date” with Court approval. The “Effective Date” is the date of final approval, and the expiration of any time to appeal or if appealed, the date the appeal has been resolved. Settlement Agreements, ¶ 6. In addition, the Settlement Agreements provide that Settlement Class Counsel may request attorneys’ fees up to one-third of the settlement amount, reimbursement of expenses or charges in connection with prosecuting the MDL, and class representative service awards. Settlement Agreements, ¶ 16. These provisions were included in the Class Notice so that class members would be informed about them.

On August 9, 2022, DPPs filed a motion (ECF No. 2195) seeking (1) reimbursement out of the Settlement Fund for out-of-pocket expenses expended or incurred to date (the bulk of which relates to out-of-pocket expert fees); and (2) approval for certain expenses incurred to date, and future expenses to be incurred, in connection with the claims administration or litigation in a total amount up to \$6.8 million (inclusive of the \$500,000 for Administration Expenses); (3) service awards for the DPPs of \$20,000 each (a total of \$80,000); and (4) approval to put

one-third of the remaining Settlement Fund (net of the above and net of Administrative Expenses and including interest) into escrow to pay attorneys' fees as may be awarded by the Court in the future. ECF No. 2195.⁸ DPPs intend to seek an award of attorneys' fees at a later time. In the interim, if approved by the Court, one-third of the Net Settlement Fund would remain in escrow to allow funds to pay future Court awarded counsel fees. No objections have been received to these requests (nor to any aspect of the Settlements or Plan of Allocation).

IV. THE PROPOSED SETTLEMENTS MEET THE STANDARD FOR FINAL APPROVAL

The Proposed Settlements are Fair, Reasonable, and Adequate pursuant to Rule 32(e)(2). Rule 23(e)(2), amended in 2018, codified the factors a court must consider when determining the fairness of a class action settlement at final approval.⁹ Fed. R. Civ. P. 23(e)(2) directs courts to consider whether:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method

⁸ Attached hereto is a modified version of the proposed Order previously submitted on August 9, 2022 at ECF No. 2195-4. DPPs ask that the Court consider this version, instead of the prior version, when it takes that motion under advisement.

⁹ 4 Newberg on Class Actions § 13:14 (5th ed.) ("Rule 23(e)(2) in turn authorizes final approval only upon a showing that the settlement is 'fair, reasonable, and adequate,' made after a consideration of four factors."); *id.* at § 13:15 ("Congress adopted this standard for the first time at the end of 2018. Prior to that, Rule 23 did not embody a specific preliminary settlement approval process or standard"); *Myers v. Jani-King of Phila., Inc.*, 2019 WL 4034736, at *7 n.4 (E.D. Pa. Aug. 26, 2019) ("Effective December 1, 2018, Rule 23(e) was amended to list factors to guide a district court's determination of whether a proposed settlement is 'fair, reasonable, and adequate.'").

of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).¹⁰

A. Settlement Class Counsel and the Class Representatives Have Adequately Represented the Settlement Class

In evaluating a proposed settlement, this factor focuses on “the actual performance of counsel acting on behalf of the class.” Fed. R. Civ. P. 23(e)(2)

Advisory Committee Note on 2018 Amendments.¹¹ As addressed above, Settlement Class Counsel engaged in extensive discovery and discovery-related motion practice

¹⁰ While the Rule 23(e) factors were not intended to replace the factors previously developed by the Third Circuit in evaluating the fairness of a class settlement, they were intended to codify prior practice. Fed. R. Civ. P. 23(e)(2) Advisory Committee Note on 2018 Amendments (“The goal of [the Rule 23(e)(2)] amendment is not to displace any factor, but rather to focus the court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal.”); 4 Newberg on Class Actions § 13:14 (5th ed.) (similar). Indeed, the 23(e) factors largely overlap with the factors set forth in *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Litig.*, 55 F.3d 768, 785 (3d Cir. 1995), the factors set forth in *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975), and other factors courts in the Third Circuit previously relied on to evaluate the fairness of a settlement at the preliminary and final approval stages. See *Hall v. Accolade, Inc.*, 2019 WL 3996621, at *2 (E.D. Pa. Aug. 23, 2019) (“The Girsh factors predate the recent revisions to Rule 23, which now explicitly identifies the factors that courts should apply in scrutinizing proposed class settlements, and the discussion in Girsh substantially overlaps with the factors identified in Rule 23.”).

¹¹ See also *Caddick v. Tasty Baking Co.*, 2021 WL 1374607, at *6 (E.D. Pa. Apr. 12, 2021) (finding adequate representation under Rule 23(e)(2)(a) where “class counsel expanded considerable time and effort on this case, engaged in extensive discovery, including reviewing and analyzing a substantial volume of documents.”); *Hall*, 2019 WL 3996621, at *4 (finding adequate representation under Rule 23(e)(2)(a) where class counsel logged hundreds of attorney hours on the litigation, took depositions, requested and reviewed written and electronic discovery, constructed a damages model, and interviewed class members).

prior to entering these Settlements and were fully aware of the strengths and weakness of the case. *See supra*, Section II. In reaching these Settlements, Settlement Class Counsel engaged in lengthy, hard-fought, arm’s length negotiations on behalf of the class. *See supra, id. See also* Nast Declaration, ECF No. 2010-3, ¶¶ 8-12. This factor has been satisfied and thus weighs in favor of approving the Settlements.

B. The Proposed Settlements Were Reached After Arm’s Length Negotiations

As a general matter, settlements that result from arm’s length negotiations between experienced counsel are given deference by courts.¹² As shown in the Nast Declaration, these Settlements are the result of lengthy, hard-fought, arm’s length

¹² *See Whiteley v. Zynerva Pharms. Inc.*, 2021 WL 4206696, at *4 (E.D. Pa. Sept. 16, 2021) (“[C]ourts generally recognize that a proposed class settlement is presumptively valid where . . . the parties engaged in arm’s length negotiations after meaningful discovery”) (internal quotation marks omitted); *In re Automotive Refinishing Paint Antitrust Litig.*, 2003 WL 23316645, at *2 (E.D. Pa. Sept. 5, 2003) (“Though the ultimate determination of the fairness of a partial settlement is left to the court, it is appropriate to give substantial weight to the recommendations of experienced attorneys, who have engaged in arms-length settlement negotiations, in making this determination.”); *In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d 631, 640 (E.D. Pa. 2003) (holding that “[a] presumption of correctness is said to attach to a class settlement reached in arms-length negotiations between experienced, capable counsel”); *In re Orthopedic Bone Screw Prods. Liab. Litig.*, 176 F.R.D. 158, 184 (E.D. Pa. 1997) (concluding that the settlement was the product of “good faith, arms’ length negotiations[,]” which eliminated “the risk that a collusive settlement agreement may [have been] reached”). Further, “when evaluating a settlement, a court should be ‘hesitant to undo an agreement that has resolved a hard-fought, multi-year litigation.’” *In re Comcast Corp. Set Top Cable Television Box Antitrust Litig.*, 333 F.R.D. 364, 378 (E.D. Pa. 2019) (quoting *In re Baby Prods. Antitrust Litig.*, 708 F.3d 163, 175 (3d Cir. 2013)). And “[w]here this negotiation process follows meaningful discovery, the maturity and correctness of the settlement become all the more apparent.” *In re Philips/Magnavox TV Litig.*, 2012 WL 1677244, at *11 (D.N.J. May 14, 2012).

negotiations between Settlement Class Counsel and Settling Defendants’ counsel, all of whom are capable attorneys with decades of experience in complex class actions and antitrust matters. *See supra*, Section II; Nast Declaration, ECF No. 2010-3, ¶¶ 14-22. Settlement Class Counsel have vigorously advocated for the Settlement Class. Settlement Class Counsel were prepared to continue with litigation if no settlement had been reached, along with the ongoing litigation that continues against the other non-settling Defendants.

C. The Relief Provided for the Settlement Class is Fair, Reasonable and Adequate

These “ice breaker” Settlements represent a substantial recovery to the Settlement Class – in both dollar value and cooperation, and after an extensive notice program, no Settlement Class Member has objected to the settlements. The eighty-five million dollars (\$85,000,000) in monetary relief, which, as noted above, will be adjusted down to seventy-five million dollars (\$75,000,000) based on opt-outs, may be adjusted up via the MFN clauses. Other terms provided by these Settlements are substantial and (according to Sun and Taro’s records) the \$75 million in monetary relief constitutes nearly 3% of Sun and Taro’s applicable sales, a percentage greater than many ice-breaker settlements.¹³ As a threshold measure,

¹³ Recoveries between 1.5% and 2.0% “ha[ve] been recognized as fair and reasonable in many antitrust class action lawsuits.” *In re Packaged Ice Antitrust Litig.*, 322 F.R.D. 276, 294 (E.D. Mich. 2017) (citing *In re Pressure Sensitive Labelstock Antitrust Litig.*, 584 F. Supp. 2d 697, 702 (M.D. Pa. 2008)) (approving a cash settlement that represented 1.5% of defendants’ sales during the class period and finding this percentage “within the range of settlements approved in other class actions” in that district); *Meijer, Inc. v. 3M*, 2006 WL 2382718, at *16 (E.D. Pa. Aug. 14, 2006) (approving a \$28.9 million settlement that represented 2% of the settling

in a multi-defendant case like this one, an ice breaker settlement is itself valuable to the Settlement Class because such settlements may encourage other defendants to begin settlement negotiations.¹⁴ The Settlement Agreements protect the Settlement Class's rights to seek the full value of their damages from other, non-settling Defendants to the extent permitted or authorized by law. *See* Settlement Agreements, ¶ 14 (Non-settling Defendants remain jointly and severally liable for Sun's and Taro's sales and DPPs' rights to rely on Settling Defendants' sales of NGDs to the Settlement Class for this purpose are preserved).

Further, the cooperation required by the Settlement Agreements will assist DPPs in the continued prosecution of this MDL on behalf of the Settlement Class.¹⁵

In approving class action settlements, Courts in the Third Circuit have long deferred to the judgment of experienced counsel who have conducted arm's length

defendant's sales to class members); *In re Linerboard Antitrust Litig.*, 321 F. Supp. 2d 619, 627 (E.D. Pa. 2004) (approving a settlement that represented 1.62% of settling defendants' sales); *In re Automotive Refinishing Paint Antitrust Litig.*, 2004 WL 1068807, at *2 (E.D. Pa. May 11, 2004) (preliminarily approving a settlement that represented 2% of the settling defendants' sales).

¹⁴ *See, e.g., Linerboard*, 292 F. Supp. 2d at 643 ("An early settlement with one of many defendants can 'break the ice' and bring other defendants to the point of serious negotiations."); *In re Domestic Airline Travel Antitrust Litig.*, 378 F. Supp. 3d 10, 19 (D.D.C. 2019) (explaining that "icebreaker settlements" typically result in a discount as a result of the significant value of the settlement itself and cooperation provisions).

¹⁵ *See In re Processed Egg Prods. Antitrust Litig.*, 284 F.R.D. 278, 255 (E.D. Pa. 2012) (approving settlement where one defendant agreed to cooperate in prosecution of case against other defendants by providing documents and expert witnesses); *Linerboard*, 292 F. Supp. 2d at 643 (noting settlement provision of cooperation provided substantial benefit to the classes and supported settlement approval); *In re Ikon Office Solutions Inc. Sec. Litig.*, 194 F.R.D. 166, 177 (E.D. Pa. 2000) (noting that cooperation agreements are valuable in settling a complex case).

settlement negotiations.¹⁶ Here, Settlement Class Counsel have extensive experience litigating antitrust claims; they have demonstrated throughout this litigation that they are well-versed in this area of law and committed to vigorously prosecuting this case to achieve the best result for the class.¹⁷ Settlement Class Counsel endorse these Settlements and submit that the combination of monetary recovery and cooperation provided for in the Settlement Agreements is a fair, reasonable and adequate result for the Settlement Class. Their experienced opinion should be given great weight.

1. The Settlements Account for the Costs, Risks, and Delays of Trial and Appeal

As a result of the substantial discovery and motion practice that has occurred to date, Settlement Class Counsel possess the information necessary to evaluate the settlement, considering of the costs, risks, and delays associated with litigating the case through trial. The Settlement Class Counsel submit that claims against Settling Defendants have significant merit and will continue to vigorously prosecute their claims against the non-settling defendants. Nevertheless, the Settlement Class would face a number of risks, expenses, and difficult challenges, were the litigation to continue against Settling Defendants.

¹⁶ See, e.g., *Ebner v. Merchants & Med. Credit Corp.*, 2017 WL 1079966, at *5 (E.D. Pa. Mar. 22, 2017) (approving class settlement and noting that, “*experienced* class counsel endorses this settlement,” and “[s]uch an opinion is entitled to ‘significant weight.’”) (emphasis in original) (internal citation omitted); *Fisher Bros. v. Phelps Dodge Indus., Inc.*, 604 F. Supp. 446, 452 (E.D. Pa. 1985) (“[T]he professional judgment of counsel involved in the litigation is entitled to significant weight.”).

¹⁷ See *supra*, Section II.

The complex nature of this case, requiring discovery of approximately three dozen Defendant families and analysis of one hundred fifty-nine (159) drugs, unavoidably involves significant expenditures on e-discovery and expert fees. Settlement Class Counsel has already expended more than five million dollars (\$5,000,000) in out-of-pocket expenses, and the first phase of discovery, on the bellwether claims, does not close until mid-2023.¹⁸ Expenses will continue to grow as the case proceeds through discovery.

The Settlement Class would also face a number of legal challenges and delays if the case continued through trial, including discovery disputes; preparation for the bellwether trials; preparing and defending fact and expert depositions; preparing and defending expert reports; and preparing and defending *Daubert* motions, class certification (and a potential Rule 23(f) petition), summary judgment, and motions *in limine*. Antitrust class actions “are notoriously complex, protracted, and bitterly fought.”¹⁹ This case is no different. The initial complaints in this litigation were filed nearly seven years ago. Defendants’ motions to dismiss have been the subject of extensive briefing and argument. Each stage of this litigation is likely to be just as vigorously fought as the motions to dismiss. There can be no doubt that this case would be expensive to continue and complex to try.

For these reasons, “[t]he law favors settlement, particularly in class actions and other complex cases where substantial judicial resources can be conserved by

¹⁸ See PTO 217 (setting deadlines for bellwether cases).

¹⁹ *Meredith Corp. v. SESAC, LLC*, 87 F. Supp. 3d 650, 661 (S.D.N.Y. 2015) (citation and internal quotation marks omitted).

avoiding formal litigation.”²⁰ The settlements will ensure an immediate monetary distribution to the Settlement Class and the accompanying cooperation will strengthen DPPs’ claims and expedite discovery of litigating Defendants. This factor weighs in favor of approving the Settlements.

2. The Settlements Provide an Effective Method to Distribute Relief to the Settlement Class

Under Rule 23(e)(2)(C)(ii), the Court “scrutinize[s] the method of claims processing to ensure that it facilitates filing legitimate claims” and “should be alert to whether the claims process is unduly demanding.” Fed. R. Civ. P. 23 Advisory Committee Notes on 2018 Amendments. These Settlements provide a straightforward process for Settlement Class Members to submit claims and receive their *pro rata* share of the settlement distribution. *See* proposed Plan of Allocation, ECF No. 2010-7. The *pro rata* shares will be calculated by Dr. Leitzinger using Defendants’ transaction data. Declaration of Jeffrey J. Leitzinger, Ph.D. Related to Proposed Allocation Plan (ECF No. 2010-9, “Leitzinger Allocation Decl.”) ¶ 14. The Plan of Allocation was described in the Notice disseminated to the Settlement Class and there have been no objections.

²⁰ *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d at 784 (internal citations omitted). *See also In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004) (“there is an overriding public interest in settling class action litigation, and it should therefore be encouraged”); *In re CertainTeed Fiber Cement Siding Litig.*, 303 F.R.D. 199, 216 (E.D. Pa. 2014) (“[I]f the parties were to continue to litigate this case, further proceedings would be complex, expensive and lengthy, with contested issues of law and fact That a settlement would eliminate delay and expenses and provide immediate benefit to the class militates in favor of approval.”).

Defendants' data has been analyzed to make it useful for calculating *pro rata* shares, allowing claim forms to be distributed after final approval of the Settlements. Dr. Leitzinger will rely on Defendants' sales data to calculate claims, individual claimants will not have to submit purchase data on the 159 NGDs at issue (and for the most part, will not be permitted to). As Dr. Leitzinger explains, in addition to the work required to analyze Defendants' transaction sales data, if a claimant could submit its own data, processing and analyzing individual purchase data from claimants for 159 NGDs over the 10-year Settlement Class period would be time consuming and expensive (costs that would reduce the Settlement Fund available to all claimants). *Id.* ¶¶ 10-13. Also, the various data sets submitted would require further efforts and time to evaluate differences between their data and data produced by Defendants, potentially requiring rounds of inquiry to both claimants and Defendants. *Id.* Defendants' sales data, by contrast, are considered reliable and will be the basis of damage calculations going forward.²¹

There may be some claimants whose claims cannot be calculated from Defendants' sales data because the data produced is not completely co-extensive with the Settlement Class period. Defendants produced data through the end of 2018, or 2017, and some Defendants' data begins later than May 2009. If there are

²¹ Courts have repeatedly certified classes of Direct Purchasers of pharmaceuticals, finding predominance met where Direct Purchasers' damages were calculated utilizing the defendants' data. *See, e.g., In re Suboxone (Buprenorphine Hydrochloride and Nalaxone) Antitrust Litig.*, 967 F.3d 264, 272 n.13 (3d Cir. 2020); *In re Wellbutrin XL Antitrust Litig.*, 2011 WL 3563385, at *13-14 (E.D. Pa. Aug. 11. 2011).

claimants who are not in Defendants' sales data, they will be given the opportunity to participate in the settlement if they can demonstrate that they purchased NGDs directly from Defendants at some point during the period from May 1, 2009, through December 31, 2019, and if they submit their own purchase data showing the amount(s) of NGDs they purchased directly from Defendants during this period.²²

3. The Proposed Terms for Attorneys' Fees are Reasonable

The terms of the Settlement Agreements allow Settlement Class Counsel to request attorneys' fees up to one-third of the net settlement amount, including reimbursement of expenses incurred in prosecuting this litigation, and class representative service awards. Settlement Agreements ¶16.

DPPs intend to file a motion for fees later. DPPs have already filed a motion and supporting Memoranda, seeking reimbursement for out-of-pocket expenses through July 31, 2022, approval to pay future expenses, service awards for class representatives, and establishing an escrow fund for future attorneys' fees awarded. ECF No. 2195. That motion was filed on August 9, 2022, well before the opt-out/objection deadline of January 10, 2023. Settlement Class members will be permitted to review and object to a motion for fees after it is filed. No objections, however, have been lodged to the requests for payment of expenses or service

²² Claimants who are not identified as Direct Purchasers in the data produced by Defendants will have to provide documentation sufficient to show that they purchased at least one NGD directly from at least one Defendant, as explained in Section V, *infra*.

awards at this time, nor to the request to set aside one-third of the net Settlement Fund (plus interest) to provide funds for the payment of any attorneys' fees the Court may award.

The Notice, which was mailed on June 24, 2022, also informed Settlement Class members about the maximum amount Class Counsel may request in attorneys' fees and expenses. The Notice allowed Settlement Class Members to decide whether to opt out or object to the settlement. This type of Notice has been repeatedly found to satisfy due process.²³ After an extensive notice program, no Settlement Class Member has objected to the reimbursement of expenses, the incentive payments or the attorney fee holdback.

DPP Class Counsel intend to file a Motion for an award of Counsel Fees at a later date, to which Settlement Class Members will have the right to review and object. Accordingly, the Court need not decide on the appropriateness of attorneys' fees now since it will be addressed in a future motion.²⁴

²³ *In re Nat'l Football Players Concussion Injury Litig.*, 821 F.3d 410, 444–47 (3d Cir. 2016) (Affirming final approval of a settlement where the District Court intended to consider attorneys' fees after final approval and settlement class members were informed that attorneys may seek fees of up to \$112.5 million. “Even if the class members were missing certain information—for example, the number of hours class counsel worked and the terms of any contingency fee arrangements class counsel have with particular retired players—they still had enough information to make an informed decision about whether to object to or opt out from the settlement.”).

²⁴ *See In re Wawa, Inc. Data Sec. Litig.*, 2021 WL 3276148, at *13 (E.D. Pa. July 30, 2021) (Preliminarily approving a settlement and explaining, “[a]t this time, the Court need not analyze or make a determination about the propriety of attorneys' fees because there will be an opportunity to do so once a formal motion is filed.”); *Nat'l Football League Players*, 821 F.3d at 444 (“The petition for a fee award will be

D. The Proposal Treats Settlement Class Members Equitably

“A district court’s principal obligation in approving a plan of allocation is simply to ensure that the fund distribution is fair and reasonable as to all participants in the fund.” *Wawa*, 2021 WL 3276148, at *13 (quoting *Sullivan v. D.B. Invs., Inc.*, 667 F.3d 274, 326 (3d Cir.2011)) (internal quotation marks and citations omitted). As discussed further in Section V below, the Settlements treat all Settlement Class Members equitably. In accordance with the Plan of Allocation, Settlement Class Members will receive equitable compensation based on their *pro rata* share of overall NGDs purchased directly from Defendants. *See* Section V, *infra*. This factor weighs in favor of final approval.

V. THE PLAN OF ALLOCATION WARRANTS FINAL APPROVAL

DPPs’ proposed Plan of Allocation would allocate settlement funds on a *pro rata* basis based on Settlement Class members’ unit direct purchases of the NGDs

submitted to the Court at a later date. Objectors will then be able to present arguments as to why the requested award is improper, and the Court will have discretion to modify the award in whatever way it sees fit.”); *Processed Egg Prods.*, 284 F.R.D. at 277 (“Because, here, the [] Settlement Agreement provides that the attorneys’ fees and expenses ultimately will be determined upon approval of the Court, which will require the assessment of the reasonableness of any such fees and expenses sought pursuant to Fed.R.Civ.P. 23(h) (and Fed.R.Civ.P. 54(d)(2)), the [] Settlement’s provisions concerning attorneys’ fees and expenses do not raise issues at this time that would weigh against approving the settlement.); Newberg on Class Actions § 14:5 (5th ed.) (“In some situations, the court will give final approval to a class action settlement and leave fees and costs for a later determination.”); *In re Diet Drugs (Phentermine/Fenfluramine/ Dexfenfluramine) Prods. Liab. Litig.*, 582 F.3d 524, 534–35 (3d Cir. 2009) (upholding award of attorneys’ fees made six years after final approval of settlement); *In re Orthopedic Bone Screw Prods. Liab. Litig.*, 2000 WL 1622741, at *1 (E.D. Pa. Oct. 23, 2000) (approving fee award three years after final approval).

from Defendants during the Settlement Class period. ECF No. 2010-7. The proposed Plan of Allocation is fair, reasonable, and efficient. “Approval of a plan of allocation for a settlement fund in a class action is governed by the same standards of review applicable to approval of the settlement as a whole [, *i.e.*,] the distribution plan must be fair, reasonable and adequate.”²⁵ “Courts generally consider plans of allocation that reimburse class members based on the type and extent of their injuries to be reasonable.”²⁶

Plans of allocation that distribute settlement funds based on a *pro rata* share of purchases are routinely approved.²⁷ Settlements in antitrust cases are commonly

²⁵ *Ikon*, 194 F.R.D. at 184 (internal quotation marks omitted). *See also Sullivan*, 667 F.3d at 326 (“A district court’s ‘principal obligation’ in approving a plan of allocation ‘is simply to ensure that the fund distribution is fair and reasonable as to all participants in the fund.’”) (quoting *Walsh v. Great Atl. & Pac. Tea Co., Inc.*, 726 F.2d 956, 964 (3d Cir. 1983)).

²⁶ *Sullivan*, 667 F.3d at 328 (quoting *In re Corel Corp. Inc., Sec. Litig.*, 293 F. Supp. 2d 484, 493 (E.D. Pa. 2003) (internal quotation marks omitted)). *See also Ikon*, 194 F.R.D. at 184 (same, approving a plan of allocation that reimbursed stockholders at progressive percentages for their defined losses based on the timing of their stock purchases and defendant’s disclosures) (citation omitted); *Meijer*, 2006 WL 2382718, at *17 (same, approving a plan of allocation distributing funds to Direct Purchasers proportionate to the volume and amount of their purchases); *Vista Healthplan, Inc. v. Cephalon, Inc.*, 2020 WL 1922902, at *25 (E.D. Pa. Apr. 21, 2020) (same, approving a plan of allocation distributing funds to indirect purchaser claimants proportionately based on the amounts they paid for the affected drugs); *In re Auto. Refinishing Paint Antitrust Litig.*, 617 F. Supp. 2d 336, 345 (E.D. Pa. 2007) (same, approving a plan of allocation distributing funds on a *pro rata* basis based upon the amount of each claimant’s eligible purchases).

²⁷ 4 Alba Conte & Herbert Newberg, *Newberg on Class Actions*, § 12.35, at 350 (4th ed. 2002) (noting that *pro-rata* allocation of a settlement fund “is the most common type of apportionment of lump sum settlement proceeds for a class of purchasers” and “has been accepted and used in allocating and distributing settlement proceeds in many antitrust class actions”); *Beneli v. BCA Fin. Servs., Inc.*, 324 F.R.D. 89, 105–06 (D.N.J. 2018) (“In particular, *pro rata* distributions are

distributed to direct purchaser classes based on a purchaser's *pro rata* share as well.²⁸

The proposed Plan of Allocation meets this standard. As set forth in the

consistently upheld, and there is no requirement that a plan of allocation differentiat[e] within a class based on the strength or weakness of the theories of recovery.”) (citation and internal quotation marks omitted); *In re Packaged Ice Antitrust Litig.*, 2011 WL 6209188, at *15 (E.D. Mich. Dec. 13, 2011) (“Typically, a class recovery in antitrust or securities suits will divide the common fund on a *pro rata* basis among all who timely file eligible claims, thus leaving no unclaimed funds.”) (quoting 3 Newberg on Class Actions, § 8:45 (4th ed. 2011)); *Bradburn Parent Teacher Store, Inc. v. 3M*, 513 F. Supp. 2d 322, 335 (E.D. Pa. 2007) (approving as reasonable a distribution plan that allocated settlement funds to class members based upon their *pro rata* share of the class’s total transparent tape purchases during the damage period, net of invoice adjustments and rebates paid as of the date of the settlement); *Sullivan*, 667 F.3d at 328 (upholding a district court’s approval of a plan of allocation based on a *pro rata* share of diamond purchases). A plan of allocation “need not be, and cannot be, perfect.” *In re Cendant Corp. Sec. Litig.*, 109 F. Supp. 2d 235, 272 (D.N.J. 2000), *aff’d*, 264 F.3d 201 (3d Cir. 2001), *cert. denied*, 535 U.S. 929 (2002).

²⁸ See, e.g., *In re Remeron Direct Purchaser Antitrust Litig.*, 2005 WL 3008808, at *11 (D.N.J. Nov. 9, 2005) (“Plaintiffs propose to allocate the Settlement funds, net of Court approved attorneys’ fees, incentive award, and expenses ... in proportion to the overcharge damages incurred by each Class member due to Defendants’ alleged conduct in restraint of trade. Such a method of allocating the Net Settlement Fund is inherently reasonable.”); *In re Flonase Antitrust Litig.*, 951 F. Supp. 2d 739, 752 (E.D. Pa. 2013) (approving plan of allocation as fair, reasonable, and adequate where each class member receives their *pro rata* share of the net settlement fund based on their share of qualifying purchases of the at issue drug); *In re Namenda Direct Purchaser Antitrust Litig.*, 462 F. Supp. 3d 307, 309 (S.D.N.Y. 2020) (same); Order Granting Final Approval of Pls.’ Proposed Plan of Allocation, *In re Solodyn (Minocycline Hydrochloride) Antitrust Litig.*, No. 14-md-2503, ECF No. 1179 (D. Mass. July 18, 2018) (same); Order Granting Direct Purchaser Plaintiffs’ Unopposed Motion for Final Approval of Settlement, *In re Loestrin 24 FE Antitrust Litig.*, No. 1:13-md-02472, ECF No. 1462 (D.R.I. Sept. 1, 2020) (same); *In re Lidoderm Antitrust Litig.*, No. 14-md-2521, ECF Nos. 1004-5, 1004-6, 1054 (N.D. Cal.) (same); *In re Aggrenox Antitrust Litig.*, No. 14-md-2516, ECF Nos. 733-1, 739 (D. Conn.) (same); *Mylan Pharms., Inc. v. Warner Chilcott Public Ltd.*, No. 12-cv-3824, ECF Nos. 452-3, 665 (E.D. Pa.) (same); *In re Tricor Direct Purchaser Antitrust Litig.*, No. 05-cv-340, ECF Nos. 536-1, 543 (D. Del.) (same).

proposed Plan of Allocation and in the Declaration of Dr. Leitzinger, the Net Settlement Fund will be distributed to Settlement Class members based on each claimant's volume of purchases across all NGDs from all Defendants during the period from May 1, 2009 through December 31, 2019. *See* Plan of Allocation § 2.1; Leitzinger Allocation Decl. ¶ 14.²⁹ Claimants' purchase volumes will be calculated using data produced by Defendants. Claimants will only need to submit their own data, in limited circumstances. As Dr. Leitzinger explains: (a) generic manufacturer data, like Defendants' data that will be used here, is "highly reliable;" (b) in Dr. Leitzinger's experience "where there has been data submissions from Class members in connection with settlement distribution, those submissions have not materially affected the outcomes;" and (c) review of Class member data submissions could be expensive and time-consuming, causing the Settlement Class to incur additional expense and delay distribution. Leitzinger Allocation Decl. ¶¶ 10-13. (ECF No. 2010-9).

Purchases of NGDs will be weighted so that purchases of NGDs with higher price points will be given greater weight in the allocation process (consistent with Dr. Leitzinger's expectation that those NGD formulations likely carried bigger overcharges). *Id.* ¶¶ 15-16. Specifically, Claimant purchase volumes of each NGD formulation will be multiplied by the average price reported for it by IQVIA

²⁹ Depending on drug formulation of each NGD, a unit may be pill (tablet or capsule); milligram or milliliter as appropriate for drugs sold in a cream, solution, jelly/gel, ointment, pastes, inhalation, infusion, etc.; a suppository for drugs sold in that form; a patch for drugs sold in that form; and a syringe for those drugs sold in syringes. Plan of Allocation at 3.

(formerly, IMS Health) over the period from May 2009 to December 2019. *Id.* ¶ 15.

The data set that will be used for these calculations is enormous. Unlike most pharmaceutical or antitrust cases that involve a few defendants and a sole product, this case covers approximately three dozen Defendant families and 159 drugs (with various formulations and strengths). The Plan of Allocation will utilize all of the sales data Defendants produced for all 159 drugs that Dr. Leitzinger can use to calculate Class members' unit purchases. *Id.* ¶ 11. Nevertheless, while this data captures the vast majority of sales, there may be some Settlement Class Members whose purchases are not contained within this data set, such as purchasers that bought NGDs in 2009 (since not all Defendants produced data back to 2009), or past 2017 or 2018, the end dates of Defendants' data. *See id.* ¶ 21 n.13. Claimants who do not appear in Defendants' sales data will need to show they purchased NGDs directly from Defendants during the period from May 1, 2009, through December 31, 2019, and will need to submit their purchase data showing these direct purchases. Plan of Allocation at § 2.2. In addition, the Plan of Allocation provides that claimants who file based on an assignment of rights from a Class member shall have to reach agreement about the volume of unit purchases covered by any such assignments.³⁰

³⁰ Specifically, Section 2.3 of the Plan of Allocation provides:

Claimants that file on the basis of an assignment from a Class member. Allocations to Claimants who file a claim based on an assignment from a Class member would be determined either (a) by agreement between the assignor Class member and its respective assignee claimant, or (b) if the assignor Class member and its assignee

In Dr. Leitzinger's opinion, the proposed plan of allocation is fair, reasonable, and reflects the type and approximate extent of the injury incurred by Settlement Class members. Leitzinger Allocation Decl. ¶¶ 7, 22. "By relying upon Defendants' data, the basis for the allocation is reliable and the process is efficient, thereby

claimant cannot reach an agreement, then the assignee claimant shall receive no allocation based on its assignment from the assignor Class member and the assignor Class member's allocation shall not be reduced to account for the assignment to the assignee claimant. There are only two types of agreements between an assignor Class member and its respective assignee claimant that shall be acceptable for purposes of an assignee claimant receiving an allocation based on an assignment from a Class member: (i) the assignor Class member and its respective assignee claimant can agree that the assignee claimant shall be allocated a share that is a fixed percentage of the assignor Class member's share (say 5% of the Class member's share) and that the assignor Class member's allocation shall be reduced by the same amount; or (ii) the assignor Class member and its respective assignee claimant can submit agreed upon figures for the purchase volumes covered by the assignment for each NGD sold by Defendants, and then this information can be used by Econ One to calculate the assignee's allocation in accordance with this Plan of Allocation (and the assignor Class member's share shall be reduced by the same amount). Neither an assignee (nor any other Claimant) other than as stated herein shall be allowed to submit its own purchase data. Reviewing assignee claimants' purchase data would likely be expensive and time consuming, and will delay disbursement. If the assignor Class member and assignee claimant cannot reach agreement, they can attempt to resolve any dispute outside of this allocation process. The assignor and assignee shall be given no more than 90 days from the deadline for claims submission to reach agreement, and, if they cannot reach agreement by that time, the assignor's and assignee's share shall not be distributed, and shall remain in the escrow account until such time as they either reach agreement or obtain a court order providing for the amounts to be distributed to the assignor and assignee. As the Claim Form will make clear, any claim (including all related documentation or materials submitted therewith) submitted by a Claimant who files a Claim Form based on an assignment may be shared with the Claimant's assignor Class member during the claims administration process.

preserving net settlement amounts by avoiding undue costs. In addition, as noted above, this allocation method employs allocation approaches similar to those approved by courts in other cases involving generic drug overcharges.” *Id.* ¶ 22.³¹

In addition, “[w]hen evaluating the fairness of a Plan of Allocation, courts give weight to the opinion of qualified counsel.”³² This Plan of Allocation was developed in conjunction with Settlement Class Counsel and is recommended by Settlement Class Counsel, which further supports approval.

VI. CONCLUSION

For the reasons set forth above, it is respectfully requested that the Court grant final approval to the Sun and Taro settlements and to the Plan of Allocation.

Dated: January 31, 2023

Respectfully submitted,



Dianne M. Nast

³¹ The Plan of Allocation also provides that claimants who have given partial assignments to entities that opt out of the Class (such as Direct Action Plaintiffs (“DAPs”)) shall have their combined net totals reduced to account for those assignments. Plan of Allocation § 2.1.d. This shall be done using the chargeback data produced by the Defendants that Dr. Leitzinger can use to estimate the percentage of units purchased by the Class members which were then resold to the DAPs or other assignees. *Id.* This calculation is described in detail in paragraph 20 of Dr. Leitzinger’s Allocation Declaration.

³² *In re Advanced Battery Techs., Inc. Sec. Litig.*, 298 F.R.D. 171, 180 (S.D.N.Y. 2014); *In re Glob. Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436, 462 (S.D.N.Y. 2004). *See also In re WorldCom, Inc. Sec. Litig.*, 388 F. Supp. 2d 319, 344 (S.D.N.Y. 2005) (“An allocation formula need only have a reasonable, rational basis, particularly if recommended by experienced and competent class counsel.”) (quoting *Maley v. Del Global Techs. Corp.*, 186 F. Supp. 2d 358, 367 (S.D.N.Y.2002) (citation omitted)); *In re Auto. Parts Antitrust Litig.*, 2019 WL 7877812, at *1 (E.D. Mich. Dec. 20, 2019) (same); *In re EVCI Career Colleges Holding Corp. Sec. Litig.*, 2007 WL 2230177, at *11 (S.D.N.Y. July 27, 2007) (same).

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Direct Purchaser Plaintiffs' Steering Committee

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: GENERIC PHARMACEUTICALS
PRICING ANTITRUST LITIGATION

MDL No. 2724
Case No. 2:16-MD-2724

THIS DOCUMENT RELATES TO:

HON. CYNTHIA M. RUFÉ

Direct Purchaser Class Plaintiffs' Actions

**DECLARATION OF ERIC J. MILLER REGARDING
(A) DISSEMINATION OF THE NOTICE AND (B) REPORT ON REQUESTS
FOR EXCLUSION AND OBJECTIONS, IF ANY, RECEIVED TO DATE**

I, Eric J. Miller, hereby declare and state as follows:

1. I am a Senior Vice President with A.B. Data, Ltd. (“A.B. Data”). I am fully familiar with the facts contained herein based upon my personal knowledge, and if called as a witness, could and would testify competently thereto. I submit this declaration at the request of Settlement Class Counsel in connection with the above-captioned action (the “Action”).

2. A.B. Data was appointed by the Court in its Order dated May 11, 2022: (1) Certifying a Settlement Class; (2) Granting Preliminary Approval of Settlement Agreements; (3) Appointing Settlement Class Counsel; (4) Appointing a Claims Administrator and Escrow Agent; (5) Approving the Form and Manner of Notice to the Settlement Class; (6) Preliminarily Approving the Form and Manner of Notice to the Settlement Class; and (7) Scheduling a Fairness Hearing (the “Preliminary Approval Order”) to serve as claims administrator for the direct purchaser class settlements in this case. ECF No. 2093. A.B. Data’s duties in this case include administering the distribution of notice of the settlement to class members. I am

submitting this declaration to advise the Court of A.B. Data's activities concerning distribution of notice and the results.

Direct Mail Notice

3. A.B. Data obtained from Settlement Class Counsel a listing of 697 potential Settlement Class members developed from a number of sources, including transactional data produced by the defendants in discovery. Settlement Class Counsel performed research to locate mailing addresses for these potential Settlement Class members. Where a potential Settlement Class member had multiple locations, each of the addresses was captured and included in the mailing database. In addition, A.B. Data supplemented the list with additional mailing addresses through review of A.B. Data's own records from other direct purchaser pharmaceutical appointments and further independent research.

4. As a result of these efforts, A.B. Data obtained the identity and office addresses of 680 potential Settlement Class members and a total of 1,624 mailing addresses for the 680 entities. A.B. Data and Settlement Class Counsel were not able to locate a mailing address for the remaining 17 potential Settlement Class members because the potential Settlement Class members were no longer in business or the name of the entity was incomplete so the actual entity could not be located.

5. On June 24, 2022, A.B. Data arranged for the mailing of the Long Form Notice (the "Notice") to all 680 potential Settlement Class members. The Notice was also mailed to the additional addresses for certain Settlement Class

members. On the same day, A.B. Data posted the Notice on www.GenericDrugsDirectPurchaserSettlement.com, the website created for this litigation. A copy of the Notice is attached hereto as **Exhibit A**.

6. In sum, A.B. Data caused 1,585 Notices to be mailed to potential Settlement Class members. If all mailings to a potential Settlement Class member were returned as undeliverable as addressed by the United States Postal Service, A.B. Data performed additional research to locate an updated address or determine if the potential Settlement Class member was no longer in existence. Where an updated address was located, A.B. Data promptly remailed the Notice to the updated address.

7. On August 17, 2022, A.B. Data received from Settlement Class Counsel a listing of 62 additional potential Settlement Class member with 168 mailing addresses. A.B. Data loaded these records to the mailing database. On August 26, 2022, A.B. mailed a copy of the Notice to each of the 168 addresses included in the additional mailing list.

Media Notice

8. To supplement direct notice efforts, beginning on June 24, 2022, A.B. Data caused digital banner ads to appear on The Pink Sheet website for a period of 30 days. The Pink Sheet reaches over 3,000 of the world's leading pharmaceutical, contract research organizations (CROs), medical technology, biotechnology and healthcare service providers, including the top 50 global pharma and top 10 CROs. These ads appeared on both desktop and mobile formats. 39,997 impressions have

been delivered through the conclusion of the media notice on July 21, 2022. A sample of the digital banner and newsfeed ads are attached as **Exhibit B**.

9. A.B. Data also caused the Short Form Notice to be published in *The Wall Street Journal* on June 24, 2022. A copy is attached hereto as **Exhibit C**.

News Media

10. On June 24, 2022, A.B. Data disseminated a news release via Business Wire to announce the Settlements. This news release distributed via Business Wire went to the news desks of approximately 10,000 newsrooms, including those of print, broadcast, and digital websites across the United States. A copy of the news release is attached as **Exhibit D**.

Website and Telephone

11. To assist potential Settlement Class members in understanding the terms of the Settlements and their rights, A.B. Data established a case-specific toll-free telephone number (877-315-0583), email address (info@GenericDrugsDirectPurchaserSettlement.com), and a case-specific website (www.GenericDrugsDirectPurchaserSettlement.com).

12. On June 24, 2022, A.B. Data established a case-specific toll-free telephone number with an interactive voice response (“IVR”) system which provided summary information to frequently asked questions. This also provided callers the opportunity to speak with a live customer support representative. In addition, A.B. Data has received emails to the email address established for this matter.

13. On June 24, 2022, A.B. Data established a case-specific website, www.GenericDrugsDirectPurchaserSettlement.com. The website address appeared on the Notice and the newswire. The website includes case-specific information, including relevant deadlines and downloadable versions of the Notice, Settlement Agreements, Preliminary Approval Order, and other relevant documents. To date, the website has had 747 visitors.

14. On August 10, 2022, A.B. Data received copies of the: (1) Proposed Order Granting Motion for Order Pursuant to Paragraph 26 of the Court's May 11, 2022 Order; (2) Declaration of Dianne M. Nast in Support of Motion for Order Pursuant to Paragraph 26 of the Court's May 21, 2022 Order; (3) Exhibit 1 to Motion for an Order Pursuant to Paragraph 26 of the Court's May 11, 2022 Order; (4) Memorandum of Law in Support of Motion for an Order Pursuant to Paragraph 26 of the Court's May 11, 2022 Order; and (5) Motion for Order Pursuant to Paragraph 26 of the Court's May 11, 2022 Order. A.B. Data posted these documents to the case-specific website the same day.

15. On September 14, 2022, the Court entered an Order Extending the Deadline to Object to or Request Exclusion from the Sun and Taro Settlement Class and Rescheduling the Fairness Hearing (the "September Order"). On September 16, 2022, A.B. Data posted the September Order along with an update advising visitors of the updated objection and exclusion deadlines and the rescheduled Fairness Hearing date and time.

Requests for Exclusion and Objections

16. The Court's September Order required any Settlement Class member requesting exclusion from the Settlement Class to postmark such a request on or before January 10, 2023. As of the date of this Declaration, A.B. Data has received copies of 10 requests for exclusion on behalf of 365 entities, many of which may not be direct purchasers (only 33 of the 365 entities seeking exclusion were identified as potential Settlement Class Members based on Defendants' transactional data).

17. 7 of the 10 letters came from counsel for Direct Action Plaintiffs and seek the exclusion of 218 entities that appear to be subsidiaries and affiliates of 10 different Direct Action Plaintiffs. However, only 30 of these 218 Direct Action Plaintiff entities were identified as potential Settlement Class Members based on Defendants' transactional data.

18. The remaining 3 letters identified 147 entities that appear to be hospital systems, healthcare centers, and retail pharmacies. However, only 3 of these 147 entities were identified as potential Settlement Class Members based on Defendants' transactional data. Therefore, based on Defendants' transactional data, it appears that only 33 of 759 potential Settlement Class Members have requested to opt-out, and the bulk of those are Direct Action Plaintiffs that I understand have brought individual claims. Annexed hereto as **Exhibit E** is a list of the entities which have requested exclusion from the Settlement although many of them may not be direct purchasers from a defendant as indicated thereon.

19. Under the Court's September Order, the postmark deadline for a Settlement Class member to object to the settlement was January 10, 2023. The Notice directs members of the Settlement Class to mail their objection to Clerk of the United States District Court for the Eastern District of Pennsylvania with copies to Settlement Class Counsel and Settling Defendants' Counsel. As of the date of this Declaration, A.B. Data has not been notified of any objections.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 31, 2023.



Eric J. Miller

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

If you purchased one or more of the Named Generic Drugs listed in Appendix A to this Notice directly from any of the pharmaceutical manufacturer Defendants listed in Appendix B to this Notice at any time from May 1, 2009 until December 31, 2019, you could get a payment from a class action settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

The purpose of this Notice is to alert you of two proposed settlements in a Lawsuit brought by Direct Purchasers (“Settling Direct Purchaser Plaintiffs” or “DPPs”) of certain generic drugs (the “Named Generic Drugs”). The Lawsuit is a group of direct purchaser class actions coordinated under the civil docket *In re: Generic Pharmaceuticals Pricing Antitrust Litigation*, Case No. 2:16-MD-02724 (E.D. Pa.). The Lawsuit claims that generic drug manufacturers violated antitrust laws, harming competition and causing Settlement Class Members to overpay for the Named Generic Drugs. The Settling Defendants deny liability as alleged in the Lawsuit. The Court has not decided who is right. No trial has been held or scheduled.

- Two settlements have been reached between the DPPs and the Settling Defendants: (1) a proposed settlement with Sun Pharmaceutical Industries, Inc. and its affiliates Caraco Pharmaceutical Laboratories, Ltd., Mutual Pharmaceutical Company, Inc., and URL Pharma, Inc.; and (2) a proposed settlement with Taro Pharmaceuticals U.S.A., Inc. (together, the “Settlements”). Settling Defendants are alleged to have violated the antitrust laws relating to the sale of the Named Generic Drugs. The proposed Settlements do not resolve any of the claims of the Settlement Class against the remaining Defendants. The Lawsuit against the remaining Defendants is ongoing. The Named Generic Drugs are listed in Appendix A and the Defendants are listed in Appendix B.

- The Court has certified a Settlement Class comprised of:

All persons or entities, and their successors and assigns, that directly purchased one or more of the Named Generic Drugs from one or more Defendants in the United States and its territories and possessions, at any time during the period from May 1, 2009 until December 31, 2019.

Excluded from the Settlement Class are Defendants and their present and former officers, directors, management, employees, subsidiaries, or affiliates, judicial officers and their personnel, and all governmental entities.

- The Court has preliminarily approved the proposed Settlements between the Settling Direct Purchaser Plaintiffs and Settling Defendants. To resolve the DPPs' claims against Settling Defendants, the proposed Settlements will provide for the following payments by Settling Defendants: (1) \$17,357,000 payment by Sun Pharmaceutical Industries, Inc. and its affiliates Caraco Pharmaceutical Laboratories, Ltd., Mutual Pharmaceutical Company, Inc. and URL Pharma, Inc. and (2) \$67,643,000 payment by Taro Pharmaceuticals U.S.A., Inc. These payments, collectively \$85,000,000, will comprise the "Settlement Fund." The Settlement Fund may be reduced by up to \$10 million or increased to a maximum of \$105 million under certain circumstances as explained in the Settlement Agreements. As discussed below, attorneys' fees, expenses, and service awards may be deducted from these amounts with Court approval, and after deduction of attorneys' fees, expenses and service awards, the remaining amount of the Settlement Fund is referred to as the "Net Settlement Fund".
- The Court has scheduled a hearing to decide whether to approve the Settlements, the plan for allocating the Net Settlement Fund to Settlement Class Members, any requests by the attorneys for reimbursement of expenses out of the Settlement Fund, payment of service awards to the Settling Direct Purchaser Plaintiffs, and any request to hold a portion of the Settlement Fund in escrow for potential payment of attorneys' fees at a later date, with Court approval (the "Final Fairness Hearing"). The Final Fairness Hearing is scheduled for December 13, 2022, at 1:30 p.m. EST, before Judge Cynthia M. Rufe at the United States District Court for the Eastern District of Pennsylvania, Courtroom 12-A, 601 Market Street, Philadelphia, PA 19106.

**YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT,
SO PLEASE READ THIS NOTICE CAREFULLY.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
WHEN YOU RECEIVE A CLAIM FORM, PROMPTLY COMPLETE AND RETURN IT	<p>You do not need to do anything now to retain your right to stay in the Settlement Class and/or seek a share of the proposed Settlements. If the Court decides to give the proposed Settlements Final Approval and you are a Settlement Class Member, then you will need to complete, sign, and return a Claim Form to obtain a share of the proposed Settlements.</p> <p>If you received a Notice in the mail, a Claim Form will be mailed to you at a later date. While we anticipate using Defendants' sales data to show eligible purchases, if such information or data is not available from Defendants, you may be asked to provide information or data showing your eligible purchases.</p> <p>If you <u>did not</u> receive a Notice in the mail and you think you are a potential Settlement Class Member, please identify yourself by letter or email to the following addresses: <i>In re: Generic Pharmaceuticals Pricing Antitrust Litigation</i> – Direct Purchasers, c/o A.B. Data, Ltd., P.O. Box 173095, Milwaukee, WI 53217.</p> <p>Email: info@GenericDrugsDirectPurchaserSettlement.com</p> <p>You may be asked to provide information or data proving that you are a member of the Settlement Class. You also may be asked to provide data showing your eligible purchases if such data is not available from Defendants.</p>
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	<p>You may choose to exclude yourself, or “opt out,” from the Settlement Class. If you decide to exclude yourself, you will not be bound by any decision in this Lawsuit relating to the Settling Defendants. This is the only option that allows you to ever be part of any lawsuit (other than this Lawsuit) against the Settling Defendants relating to the legal claims against the Settling Defendants in this case. Copies of your election to exclude yourself must be sent to counsel listed in Section 13.</p>
STAY IN THE LAWSUIT BUT OBJECT TO THE SETTLEMENTS	<p>If you object to all or any part of the proposed Settlements, you may write to the Court about why you do not like the proposed Settlements. Copies of your objection must be sent to counsel listed in Section 13.</p>
GET MORE INFORMATION	<p>If you would like to obtain more information about the Lawsuit or the Settlements, you can send questions to the lawyers or Claims Administrator identified in this Notice and/or attend the hearing at which time the Court will evaluate the proposed Settlements.</p>

These rights and options – and the deadlines to exercise them – are explained in this Notice.

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BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

You received this Notice because, according to available data and documents, you may have purchased one or more Named Generic Drugs directly from one or more generic manufacturer Defendants listed on Appendix B, at some time from May 1, 2009 until December 31, 2019, and therefore you may be a member of the Settlement Class that was certified by the Court for purposes of the proposed Settlements. You may have received this Notice in error so you should confirm from your own records that you purchased one or more Named Generic Drugs directly from one or more generic manufacturer Defendants at some time from May 1, 2009 to December 31, 2019.

2. WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit is a group of proposed class actions coordinated under the docket *In re: Generic Pharmaceuticals Pricing Antitrust Litigation*, Case No. 2:16-MD-02724. Judge Cynthia M. Rufe, of the United States District Court for the Eastern District of Pennsylvania (the “Court”), is overseeing the Lawsuit and the Settlements.

The Settling Direct Purchaser Plaintiffs allege that Defendants engaged in an unlawful scheme or schemes to fix, maintain, and stabilize prices, rig bids, and engage in market and customer allocation of the Named Generic Drugs in violation of federal antitrust laws. DPPs allege that this harmed competition and caused Settlement Class Members to overpay for the Named Generic Drugs.

All Defendants, including the Settling Defendants, deny that any Settlement Class Member is entitled to damages or other relief. All Defendants, including the Settling Defendants, deny liability as to DPPs’ claims. The Settlements between Settling Direct Purchaser Plaintiffs and the Settling Defendants are not admissions of wrongdoing by any Defendant, including the Settling Defendants.

Following investigation of relevant facts, substantial fact discovery, and following arms’-length negotiations with the Settling Defendants, the Settling Direct Purchaser Plaintiffs, on behalf of the Settlement Class, entered into the Settlements with the Settling Defendants.

There has been no determination by the Court or a jury that the allegations against the Defendants or Settling Defendants have been proven or that, if proven, the conduct caused harm to any Settlement Class Members. No trial has been held or scheduled.

3. WHAT IS A CLASS ACTION?

In a class action, one or more people or entities called “Class Representatives” (in this case, César Castillo, LLC, FWK Holdings, LLC, Rochester Drug Cooperative, Inc., and KPH Healthcare Services, Inc.) sue on behalf of others who have similar claims (collectively, the “DPPs” or the “Settling Direct Purchaser Plaintiffs”).

The DPPs and the entities on whose behalf they have sued together constitute the “Settlement Class” or “Settlement Class Members.” Their attorneys are called “Settlement Class Counsel.”

The companies that have been sued are called the “Defendants.” In this case the Defendants are the 58 companies listed at the end of this Notice, in Appendix B.

In a class action lawsuit, one court resolves the issues for all Class Members, except for those who exclude themselves (*i.e.*, “opt out”) from the Class. The Court, by order dated May 11, 2022, has determined that the Lawsuit between DPPs and the Settling Defendants can proceed as a class action for purposes of the proposed Settlements. A copy of the Court’s order may be found at GenericDrugsDirectPurchaserSettlement.com.

Specifically, the Court has found that:

- The number of Settlement Class Members is so numerous that joining them all into one suit is impracticable.
- Members of the Settlement Class share common legal or factual issues relating to the claims in this case.
- The claims of the DPPs are typical of the claims of the rest of the Settlement Class.
- The DPPs will fairly and adequately protect the interests of the Settlement Class.
- The common legal questions and facts predominate over questions affecting only individual members of the Settlement Class, and this Lawsuit will be more efficient than individual lawsuits.

4. WHY ARE THERE SETTLEMENTS?

The Court has not decided in favor of the Settling Direct Purchaser Plaintiffs or Settling Defendants. Instead, both sides have agreed to the Settlements. Settling Direct Purchaser Plaintiffs and the Settling Defendants were preparing to proceed with the litigation and eventually go to trial, but they have now agreed to the proposed Settlements. By agreeing to the Settlements, the parties avoid the costs and uncertainty of additional discovery, motion practice, and an eventual trial, and if the Settlements are approved by the Court, Settlement Class Members will be eligible to receive a payment from the Settlements. The Settlements do not mean that any law was broken or that the Settling Defendants did anything wrong. The DPPs and Settlement Class Counsel believe that the proposed Settlements are fair, reasonable, and adequate and in the best interests of the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS AND SETTLEMENTS

5. AM I PART OF THE SETTLEMENT CLASS AND THE SETTLEMENTS?

You are part of the Settlement Class if you are a person or entity in the United States and its territories that purchased one or more Named Generic Drugs directly from one or more Defendants at any time from May 1, 2009 until December 31, 2019.

More specifically, on May 11, 2022, the Court certified the following Settlement Class:

All persons or entities, and their successors and assigns, that directly purchased one or more of the Named Generic Drugs from one or more Defendants in the United States and its territories and possessions, at any time during the period from May 1, 2009 until December 31, 2019.

Excluded from the Settlement Class are Defendants and their present and former officers, directors, management, employees, subsidiaries, or affiliates, judicial officers and their personnel, and all governmental entities.

The Named Generic Drugs and Defendants are listed at the end of this Notice, in Appendices A and B.

If you are not sure whether you are included in the Settlement Class, you may call or write to the lawyers in this case at the telephone numbers or addresses listed in Question 11 below. If you wish to exclude yourself from the Settlement Class, please refer to Question 6.

6. CAN I REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS?

Yes, the Court has set a deadline for requests for exclusion of September 23, 2022. To exclude yourself, you must send a letter via First-Class U.S. Mail saying you want to exclude yourself from the Direct Purchaser Lawsuit in *In re: Generic Pharmaceuticals Pricing Antitrust Litigation*, Case No. 2:16-MD-02724 (E.D. Pa.).

Mail the letter to: Lead Counsel for Plaintiffs and counsel for Settling Defendants listed in Section 13 of this Notice.

Be sure to include your name, address, email address, telephone number, and your signature. Your letter requesting exclusion must be postmarked no later than September 23, 2022.

If you exclude yourself from the Settlement Class, you will not be legally bound by anything that happens in the Lawsuit between DPPs and the Settling Defendants, and you may be able to sue (or continue to sue) the Settling Defendants in the future about the legal issues in this case. If you exclude yourself from the Settlement Class so that you can start or continue your own lawsuit against the Settling Defendants, you should talk to your own lawyer immediately because your claims will be subject to a statute of limitations, which means that your claims may expire if you do not take timely action. You need to contact your own lawyer about this issue.

If you do not exclude yourself from the Settlement Class, and you have a valid claim, you can share in the Settlements, but you will not be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Settling Defendants arising from the claims released as part of these Settlements, including claims brought in the case between DPPs and the Settling Defendants. All of the Court's orders in the case between DPPs and the Settling Defendants will apply to you and legally bind you. You will also be bound by the proposed Settlements between DPPs and the Settling Defendants if the Court grants Final Approval to the proposed Settlements and enters final judgment in the case between the DPPs and the Settling Defendants.

7. WHAT HAPPENS IF I DO NOTHING?

If you are a Settlement Class Member and you do nothing, you will remain in the Settlement Class and be eligible to participate in the Settlements as described in this Notice, if the Settlements are approved. **However, you will need to complete, sign, and return the Claim Form (once it is sent to you) in order to obtain a payment. It is anticipated that Defendants' sales data will be used to calculate Settlement Class Members' eligible purchases and *pro rata* share of the Net Settlement Fund, but if such data is not available from Defendants, then you may be asked to submit data showing your eligible purchases.** The date when the Claim Forms will be mailed has not yet been determined. You may check GenericDrugsDirectPurchaserSettlement.com for information regarding timing. At a later date, the settlement website will also have a blank Claim Form available to download.

THE SETTLEMENT BENEFITS

8. WHAT DO THE SETTLEMENTS PROVIDE?

The Settling Defendants have agreed to pay a total of \$85,000,000 in cash (which may be reduced to \$75,000,000 or increased to as much as \$105,000,000 under certain circumstances as explained in the Settlements) to an interest-bearing escrow account (“Settlement Fund”) for the benefit of the Settlement Class. This will come in the form of a \$17,357,000 payment from Sun Pharmaceutical Industries, Inc. and its affiliates Caraco Pharmaceutical Laboratories, Ltd., Mutual Pharmaceutical Company, Inc. and URL Pharma, Inc.; and a \$67,643,000 payment from Taro Pharmaceuticals U.S.A., Inc. The Settlement Fund shall be held in escrow pending finality of the Settlement Agreements. The Settling Defendants also agreed to provide substantial cooperation to the DPPs in the continued litigation against the remaining Defendants.

Settlement Class Counsel will apply to the Court no later than August 9, 2022, for reimbursement of past expenses and for future expenses not to exceed a total of \$6.8 million, and service awards to the four Settling Direct Purchaser Plaintiffs of \$20,000 each for their substantial services to the Settlement Class. The Settlements also provide for payment from the Settlement Fund of up to \$500,000 in total (included within the \$6.8 million figure) for the costs of giving notice to Settlement Class members and administering the Settlements and making distributions from the fund. In addition, Settlement Class Counsel will ask the Court to set aside up to one-third of the remaining Settlement Fund after any Court awarded reimbursed expenses, notice and settlement administration costs, and service awards to Settling Direct Purchaser Plaintiffs (plus accrued interest) for payment of attorneys’ fees. Settlement Class Counsel will file a motion for an award of fees at a later appropriate time. For purposes of the objection and opt-out deadline of September 23, 2022, Settlement Class Members should assume that Settlement Class Counsel will seek attorneys’ fees of up to one-third of what remains in the Settlement Fund after any Court-awarded reimbursed expenses, notice and settlement administration costs, and service awards to Settling Direct Purchaser Plaintiffs are deducted. Settlement Class Members will have the opportunity to review, and object to, Settlement Class Counsel’s motion for attorneys’ fees after it is filed and before the Court rules. All motions for expenses, attorneys’ fees, and service awards shall be posted on the settlement website: GenericDrugsDirectPurchaserSettlement.com.

If approved by the Court, the Net Settlement Fund, including accrued interest, (the Settlement Fund minus any court-awarded attorneys’ fees, service awards and expenses) will be distributed to the Settlement Class Members who return valid and timely Claim Forms. The distribution will be made on a *pro rata* basis, consistent with each Settlement Class Member’s aggregate weighted share of total Settlement Class purchases of the Named Generic Drugs from Defendants. In the event that data from Defendants is not available to calculate a Settlement Class Member’s *pro rata* share, such Settlement Class Member will be required to submit data showing its relevant direct purchases as requested by the Claims Administrator. As a general matter, a claimant’s *pro rata* share will be based on data from Defendants, and claimants will not be permitted to submit their own purchase data to contest these figures. This is because of the time and expense that would be involved in analyzing such additional data (expenses that would be paid out of the Settlement Fund itself), and because transaction data from Defendants is considered reliable. More information about how Settlement Class Members’ shares will be calculated is available in the Plan of Allocation, on the settlement website: GenericDrugsDirectPurchaserSettlement.com.

In exchange, the litigation between the DPPs and the Settling Defendants will be dismissed with prejudice and Settling Defendants will be released by Settlement Class Members from all claims that have been brought or could have been brought concerning the subject matter of or acts, omissions, or other conduct alleged in Settling Direct Purchaser Plaintiffs’ class action complaints.

Non-Settling Defendants are **not** part of the proposed Settlements between the DPPs and the Settling Defendants. DPPs' Lawsuit against the Non-Settling Defendants is continuing.

The Settlement Agreements provide that they may be terminated if, for example, the Court does not approve the Settlements or if Settlement Class Members with aggregate purchases above a certain amount opt out. If the Settlement Agreements are terminated, the Lawsuit will proceed against the Settling Defendants as if Settlements had not been reached.

The full text of the Settlement Agreements, including the releases, are available at GenericDrugsDirectPurchaserSettlement.com. This Notice is not meant to, and does not, alter the terms of the actual Settlement Agreements and associated releases.

9. HOW CAN I GET A PAYMENT FROM THE SETTLEMENTS?

If the Court grants Final Approval to the Settlements (*see* "The Court's Fairness Hearing" below) and any resulting appeals are resolved, the Court will approve a Plan of Allocation to distribute the Settlement Fund.

If you do not exclude yourself from the Settlement Class, you will need to submit a Claim Form to request your share of the Net Settlement Fund.

- If you received this Notice in the mail, a Claim Form will be sent to you automatically and you do not need to do anything at this time to be eligible to receive a payment from the Settlements. However, while we anticipate using Defendants' sales data for eligible purchases, if such data is not available from Defendants you may be required to submit data showing your eligible purchases.
- If you did not receive this Notice in the mail, and you think you are a potential Settlement Class Member, please identify yourself or your company by letter or email to the following addresses: *In re: Generic Pharmaceuticals Pricing Antitrust Litigation* – Direct Purchasers, c/o A.B. Data, Ltd., P.O. Box 173095, Milwaukee, WI 53217. Email: info@GenericDrugsDirectPurchaserSettlement.com. You must also include proof that you purchased at least one of the Named Generic Drugs during the period May 1, 2009 to December 31, 2019, directly from a Defendant. You may also be required to submit your purchase data showing all your eligible purchases if such data is not available from Defendants. At a later date when claim forms are mailed, a copy of the Claim Form will also be available at GenericDrugsDirectPurchaserSettlement.com.

10. WHEN WOULD I GET MY PAYMENT AND HOW MUCH WOULD IT BE?

When you get your payment depends on several matters, including whether and when the Court grants Final Approval of the Settlements. The Settlement Fund will be allocated to Settlement Class Members as soon as possible after the Court grants Final Approval of the Settlements.

You will not be responsible for calculating the amount you may be entitled to receive. The Plan of Allocation provides that you will be paid on a *pro rata* basis in proportion to how much of the Named Generic Drugs you purchased directly from Defendants from May 1, 2009 through December 31, 2019. Generally, those with more purchases will get a higher recovery. If less than 100% of the Settlement Class submit Claim Forms, you could get a larger *pro rata* share.

If the proposed Settlements are given Final Approval, but there is an appeal of the Final Approval, the appeal could take several years to resolve. Any accrued interest on the Settlement Fund will be included, *pro rata*, in the amount paid to Settlement Class Members.

If you exclude yourself from the Settlement Class, which means that you are choosing not to be a part of the Settlement Class and the Settlements, then you will not receive a share of the Net Settlement Fund.

THE LAWYERS REPRESENTING THE CLASS

11. DO I HAVE A LAWYER IN THIS CASE?

The Court appointed the counsel listed below as Settlement Class Counsel:

<p>Dianne M. Nast, Esq. Joseph N. Roda, Esq. NASTLAW LLC 1101 Market Street, Suite 2801 Philadelphia, PA 19107 (215) 923-9300 dnast@nastlaw.com jnroda@nastlaw.com <i>Lead Counsel for Plaintiffs</i></p>	<p>David F. Sorensen, Esq. BERGER MONTAGUE PC 1818 Market Street, Suite 3600 Philadelphia, PA 19103 (215) 875-3000 dsorensen@bm.net</p>
<p>Robert N. Kaplan KAPLAN FOX & KILSHEIMER LLP 850 Third Avenue New York, NY 10022 (212) 687-1980 rkaplan@kaplanfox.com</p>	<p>Thomas M. Sobol, Esq. HAGENS BERMAN SOBOL SHAPIRO LLP 55 Cambridge Parkway, Suite 301 Cambridge, MA 02142 (617) 482-3700 tom@hbsslaw.com</p>
<p>Linda P. Nussbaum NUSSBAUM LAW GROUP, PC 1211 Avenue of the Americas, 40th Floor New York, NY 10036 (917) 438-9189 lnussbaum@nussbaumpc.com</p>	<p>Michael L. Roberts ROBERTS LAW FIRM P.A. 20 Rahling Circle Little Rock, AR 72223 (501) 821-5575 mikeroberts@robertslawfirm.us</p>

12. HOW WILL THE LAWYERS BE PAID?

The attorneys are not asking for fees at this time. However, they are asking that one-third of the Settlement Fund, after deduction of expenses and service awards, be held in escrow for a future fee application. Settlement Class Counsel will ask now as part of the Final Approval of these Settlements for reimbursement of expenses not to exceed a total of \$6.8 million for payment of past and future expenses, including costs of administering these Settlements plus service awards in the amount of \$20,000 for each of the four named plaintiffs. If you decide not to exclude yourself from the Settlement Class, you will not have to pay these fees, costs, and expenses out of your own pocket. If the Court grants Settlement Class Counsel's requests, these amounts would be deducted from the Settlement Fund.

Any application by Settlement Class Counsel for reimbursement of expenses, service awards to the DPPs, and to hold up to a third of the Settlement Fund (net of any Court approved expenses, administration costs, and service awards to the Direct Purchaser Settling Plaintiffs) in escrow

for potential payment of attorneys’ fees at a later date will be filed with the Court and made available for download and/or viewing on or before August 9, 2022, on GenericDrugsDirectPurchaserSettlement.com, as well as at the office of the Clerk of the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797, during normal business hours.

OBJECTING TO THE SETTLEMENTS

13. HOW DO I TELL THE COURT THAT I DON’T LIKE THE SETTLEMENTS?

If you are a Settlement Class Member (and have not excluded yourself), you can object to all or any part of the proposed Settlements and/or the application to hold up to one-third of the Settlement Fund in escrow for later payment of attorneys’ fees, for reimbursement of costs and expenses, and/or service awards to the Class Representatives. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object to the Settlements, you must send a letter via First-Class U.S. Mail saying that you object to the Settlements in the Direct Purchaser Lawsuit in *In re: Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 2:16-MD-02724 (E.D. Pa.) with the following information:

- Your name, address, email address, and phone number, and the name, address, and phone number of your attorney, if you have one.
- Your signature.
- Case name and number:

In re: Generic Pharmaceuticals Pricing Antitrust Litigation
Case No. 2:16-MD-02724

United States District Court for the Eastern District of Pennsylvania

- The specific reasons why you object to the Settlements or any part of them.
- All documents or writings that you want the Court to consider.

Mail the objection to the Clerk of the United States District Court for the Eastern District of Pennsylvania (address below) with copies to the individuals and addresses listed below:

CLERK OF THE COURT	SETTLEMENT CLASS COUNSEL	SETTLING DEFENDANTS’ COUNSEL
Clerk of Court, EDPA 601 Market Street Philadelphia, PA 19106	Dianne M. Nast Joseph N. Roda NastLaw LLC 1101 Market Street, Ste. 2801 Philadelphia, PA 19107 <i>Lead Counsel for Plaintiffs</i>	John Taladay Baker Botts L.L.P. 700 K Street, N.W. Washington, D.C. 20001

Your objection must be postmarked on or before September 23, 2022.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant Final Approval to the Settlements and any requests for reimbursement of expenses, service awards, and a set aside for a future application for attorneys' fees ("Fairness Hearing"). You may attend and, if you have not excluded yourself from the Settlement Class, you may ask to speak, but you do not have to speak.

14. WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENTS?

The Court has scheduled a Fairness Hearing on December 13, 2022, at 1:30 p.m. EST, at the United States District Court Eastern District of Pennsylvania, Courtroom 12-A, 601 Market Street, Philadelphia, PA 19106.

The time and date of the Fairness Hearing may change without additional mailed notice. A notification will be placed on the settlement website. For updated information on the hearing, check [GenericDrugsDirectPurchaserSettlement.com](https://pcl.uscourts.gov), or the Court docket in this case (for a fee) through the Court's Public Access to Court Electronic Records (PACER) system at <https://pcl.uscourts.gov>.

At the Fairness Hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate. The Court may also consider the requests by Settlement Class Counsel for a set aside for attorneys' fees, reimbursement of expenses, and payment of service awards. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to give Final Approval to the Settlements and the other requests. There is no specific date as to when these decisions will be issued.

Any judgment issued by the Court will be binding on the Settlement Class. The Settlements, if approved by the Court and once appeals, if any, are resolved, will release all claims of the Settlement Class in the class action against the Settling Defendants.

15. DO I HAVE TO ATTEND THE HEARING?

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing 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 mailed your written objection on time, to the proper addresses, and it complies with the other requirements provided above, the Court will consider it. You also may pay your own lawyer to attend the hearing, but this is not necessary. Attendance is not necessary to receive your share of the Net Settlement Fund, if the Court approves the proposed settlements.

16. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter via First-Class U.S. Mail saying that it is your "Notice of Intention to Appear in *In re: Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 2:16-MD-02724 (E.D. Pa.)." Be sure to include your name, address, email address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than September 23, 2022, and must be sent to the Clerk of the Court, to Settlement Class Counsel, and to Settling Defendants' Counsel at the addresses listed in Question 13 above.

You may not speak at the hearing if you excluded yourself as a Settlement Class Member or do not send a notice of intention to appear.

GETTING MORE INFORMATION

17. HOW DO I GET MORE INFORMATION?

If you have questions about this case or want additional information, you may call or write to the lawyers listed in answer to Question 11 above, call 877-315-0583, or visit GenericDrugsDirectPurchaserSettlement.com. This Notice is only a summary of the proposed Settlements and is qualified in its entirety by the terms of the Settlement Agreements. Copies of the Settlement Agreements are on public file with the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106. The Settlement Agreements are also available on the settlement website: GenericDrugsDirectPurchaserSettlement.com. You may also call the Claims Administrator at 877-315-0583 with questions.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THE SETTLEMENTS OR THE CLAIMS PROCESS.

APPENDIX A: NAMED GENERIC DRUGS

Molecule Name	Form	Strength
1 ACETAZOLAMIDE	TABLET	125MG
1 ACETAZOLAMIDE	TABLET	250MG
1 ACETAZOLAMIDE ER	CAPSULE	500MG
2 ADAPALENE	CREAM	0.10%
2 ADAPALENE	GEL	0.10%
2 ADAPALENE	GEL	0.30%
3 ALBUTEROL	TABLET	2MG
3 ALBUTEROL	TABLET	4MG
4 ALCLOMETASONE DIPROPIONATE	CREAM	0.05%
4 ALCLOMETASONE DIPROPIONATE	OINTMENT	0.05%
5 ALLOPURINOL	TABLET	100MG
5 ALLOPURINOL	TABLET	300MG
6 AMANTADINE HCL	CAPSULE	100MG
7 AMILORIDE HCL/HCTZ	TABLET	5MG;50MG
8 AMITRIPTYLINE	TABLET	100MG
8 AMITRIPTYLINE	TABLET	10MG
8 AMITRIPTYLINE	TABLET	150MG
8 AMITRIPTYLINE	TABLET	25MG
8 AMITRIPTYLINE	TABLET	50MG
8 AMITRIPTYLINE	TABLET	75MG
9 AMMONIUM LACTATE	CREAM	12%
9 AMMONIUM LACTATE	LOTION	12%
10 AMOXICILLIN/CLAVULANATE	TABLET CHEWABLE	200MG;28.5MG
10 AMOXICILLIN/CLAVULANATE	TABLET CHEWABLE	400MG;57MG
11 AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	10MG
11 AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	20MG
11 AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	30MG
11 AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	5MG
11 AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	10MG
11 AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	15MG
11 AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	20MG
11 AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	25MG
11 AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	30MG
11 AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	5MG
12 ATENOLOL/CHLORTHALIDONE	TABLET	100MG;25MG
12 ATENOLOL/CHLORTHALIDONE	TABLET	50MG;25MG
13 ATROPINE SULFATE	SOLUTION	1%
14 BACLOFEN	TABLET	10MG
14 BACLOFEN	TABLET	20MG
15 BALSALAZIDE DISODIUM	CAPSULE	750MG
16 BENAZEPRIL HCTZ	TABLET	10MG;12.5MG
16 BENAZEPRIL HCTZ	TABLET	20MG;12.5MG
16 BENAZEPRIL HCTZ	TABLET	20MG;25MG
17 BETAMETHASONE DIPROPIONATE	CREAM	0.05%
17 BETAMETHASONE DIPROPIONATE	LOTION	0.05%

17	BETAMETHASONE DIPROPIONATE	OINTMENT	0.05%
18	BETAMETHASONE DIPROPIONATE AUGMENTED	LOTION	0.05%
19	BETAMETHASONE DIPROPIONATE/CLOTRIMAZOLE	CREAM	0.05%;1%
19	BETAMETHASONE DIPROPIONATE/CLOTRIMAZOLE	LOTION	0.05%;1%
20	BETAMETHASONE VALERATE	CREAM	0.10%
20	BETAMETHASONE VALERATE	LOTION	0.10%
20	BETAMETHASONE VALERATE	OINTMENT	0.10%
21	BETHANECHOL CHLORIDE	TABLET	10MG
21	BETHANECHOL CHLORIDE	TABLET	25MG
21	BETHANECHOL CHLORIDE	TABLET	50MG
21	BETHANECHOL CHLORIDE	TABLET	5MG
22	BROMOCRIPTINE MESYLATE	TABLET	2.5MG
23	BUDESONIDE	SOLUTION	0.25MG/2ML
23	BUDESONIDE	SOLUTION	0.5MG/2ML
23	BUDESONIDE	SOLUTION	1MG/2ML
23	BUDESONIDE DR	CAPSULE	3MG
24	BUSPIRONE HCL	TABLET	10MG
24	BUSPIRONE HCL	TABLET	15MG
24	BUSPIRONE HCL	TABLET	30MG
24	BUSPIRONE HCL	TABLET	5MG
24	BUSPIRONE HCL	TABLET	7.5MG
25	BUTORPHANOL TARTRATE	SPRAY	10MG/ML
26	CAPECITABINE	TABLET	150MG
26	CAPECITABINE	TABLET	500MG
27	CAPTOPRIL	TABLET	100MG
27	CAPTOPRIL	TABLET	12.5MG
27	CAPTOPRIL	TABLET	25MG
27	CAPTOPRIL	TABLET	50MG
28	CARBAMAZEPINE	TABLET	200MG
28	CARBAMAZEPINE	TABLET CHEWABLE	100MG
28	CARBAMAZEPINE ER	TABLET	100MG
28	CARBAMAZEPINE ER	TABLET	200MG
28	CARBAMAZEPINE ER	TABLET	400MG
29	CARISOPRODOL	TABLET	350MG
30	CEFDINIR	CAPSULE	300MG
30	CEFDINIR	SOLUTION	125MG/5ML
30	CEFDINIR	SOLUTION	250MG/5ML
31	CEFPROZIL	TABLET	250MG
31	CEFPROZIL	TABLET	500MG
32	CEFUROXIME AXETIL	TABLET	250MG
32	CEFUROXIME AXETIL	TABLET	500MG
33	CELECOXIB	CAPSULE	100MG
33	CELECOXIB	CAPSULE	200MG
33	CELECOXIB	CAPSULE	400MG
33	CELECOXIB	CAPSULE	50MG
34	CEPHALEXIN (CEFALEXIN)	SOLUTION	125MG/5ML
34	CEPHALEXIN (CEFALEXIN)	SOLUTION	250MG/5ML
35	CHLORPROMAZINE HCL	TABLET	100MG

35 CHLORPROMAZINE HCL	TABLET	10MG
35 CHLORPROMAZINE HCL	TABLET	200MG
35 CHLORPROMAZINE HCL	TABLET	25MG
35 CHLORPROMAZINE HCL	TABLET	50MG
36 CHOLESTYRAMINE	PACKET/ORAL SOLID	4G
36 CHOLESTYRAMINE	POWDER	4G
37 CICLOPIROX	CREAM	0.77%
37 CICLOPIROX	SHAMPOO	1%
37 CICLOPIROX	SOLUTION	8%
38 CIMETIDINE	TABLET	200MG
38 CIMETIDINE	TABLET	300MG
38 CIMETIDINE	TABLET	400MG
38 CIMETIDINE	TABLET	800MG
39 CLARITHROMYCIN ER	TABLET	500MG
40 CLINDAMYCIN PHOSPHATE	GEL	1%
40 CLINDAMYCIN PHOSPHATE	LOTION	1%
40 CLINDAMYCIN PHOSPHATE	SOLUTION	1%
40 CLINDAMYCIN PHOSPHATE	VAGINAL CREAM	2%
41 CLOBETASOL	CREAM	0.05%
41 CLOBETASOL	E CREAM	0.05%
41 CLOBETASOL	GEL	0.05%
41 CLOBETASOL	OINTMENT	0.05%
41 CLOBETASOL	SOLUTION	0.05%
42 CLOMIPRAMINE	CAPSULE	25MG
42 CLOMIPRAMINE	CAPSULE	50MG
42 CLOMIPRAMINE	CAPSULE	75MG
43 CLONIDINE ER	PATCH	0.1MG/24HR
43 CLONIDINE ER	PATCH	0.2MG/24HR
43 CLONIDINE ER	PATCH	0.3MG/24HR
44 CLOTRIMAZOLE	SOLUTION	1%
45 DESMOPRESSIN ACETATE	TABLET	0.1MG
45 DESMOPRESSIN ACETATE	TABLET	0.2MG
46 DESONIDE	CREAM	0.05%
46 DESONIDE	LOTION	0.05%
46 DESONIDE	OINTMENT	0.05%
47 DESOXIMETASONE	OINTMENT	0.25%
48 DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	15MG
48 DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	20MG
48 DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	40MG
48 DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	5MG
49 DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	10MG
49 DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	15MG
49 DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	2.5MG
49 DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	20MG
49 DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	30MG
49 DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	5MG
49 DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	7.5MG
49 DEXTROAMPHETAMINE SULFATE ER (DEX SULFATE ER)	CAPSULE	10MG

49 DEXTROAMPHETAMINE SULFATE ER (DEX SULFATE ER)	CAPSULE	15MG
49 DEXTROAMPHETAMINE SULFATE ER (DEX SULFATE ER)	CAPSULE	5MG
50 DICLOFENAC POTASSIUM	TABLET	50MG
51 DIGOXIN	TABLET	0.125MG
51 DIGOXIN	TABLET	0.25MG
52 DILTIAZEM HCL	TABLET	120MG
52 DILTIAZEM HCL	TABLET	30MG
52 DILTIAZEM HCL	TABLET	60MG
52 DILTIAZEM HCL	TABLET	90MG
53 DIPHENOXYLATE/ATROPINE	TABLET	2.5MG;0.025MG
54 DIVALPROEX ER	TABLET	250MG
54 DIVALPROEX ER	TABLET	500MG
55 DOXAZOSIN MESYLATE	TABLET	1MG
55 DOXAZOSIN MESYLATE	TABLET	2MG
55 DOXAZOSIN MESYLATE	TABLET	4MG
55 DOXAZOSIN MESYLATE	TABLET	8MG
56 DOXYCYCLINE HYCLATE	CAPSULE	100MG
56 DOXYCYCLINE HYCLATE	CAPSULE	50MG
56 DOXYCYCLINE HYCLATE	TABLET	100MG
56 DOXYCYCLINE HYCLATE DR	TABLET	100MG
56 DOXYCYCLINE HYCLATE DR	TABLET	150MG
56 DOXYCYCLINE HYCLATE DR	TABLET	75MG
56 DOXYCYCLINE MONOHYDRATE	TABLET	100MG
56 DOXYCYCLINE MONOHYDRATE	TABLET	150MG
56 DOXYCYCLINE MONOHYDRATE	TABLET	50MG
56 DOXYCYCLINE MONOHYDRATE	TABLET	75MG
57 DROSPIRENONE/ETHINYL ESTRADIOL (OCELLA)	TABLET	3MG-0.02MG
57 DROSPIRENONE/ETHINYL ESTRADIOL (OCELLA)	TABLET	3MG-0.03MG
58 ECONAZOLE	CREAM	1%
59 ENALAPRIL MALEATE	TABLET	10MG
59 ENALAPRIL MALEATE	TABLET	2.5MG
59 ENALAPRIL MALEATE	TABLET	20MG
59 ENALAPRIL MALEATE	TABLET	5MG
60 ENTECAVIR	TABLET	0.5MG
60 ENTECAVIR	TABLET	1MG
61 ESTRADIOL	TABLET	0.5MG
61 ESTRADIOL	TABLET	1MG
61 ESTRADIOL	TABLET	2MG
62 ESTRADIOL/NORETHINDRONE ACETATE (MIMVEY)	TABLET	1MG-0.5MG
63 ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.02MG-0.1MG
63 ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.03MG-.15MG
63 ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.03MG-.15MG-.01MG
63 ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.02MG-0.1MG-.01MG
63 ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.02MG-.15MG;.025MG-.15MG;.03MG-.15MG;.01MG
63 ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.03MG-.05MG;.04MG-.075MG;.03MG-.125MG
63 ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.02MG-.09MG
64 ETODOLAC	CAPSULE	200MG
64 ETODOLAC	CAPSULE	300MG

64 ETODOLAC	TABLET	400MG
64 ETODOLAC	TABLET	500MG
64 ETODOLAC ER	TABLET	400MG
64 ETODOLAC ER	TABLET	500MG
64 ETODOLAC ER	TABLET	600MG
65 EXEMESTANE	TABLET	25MG
66 FENOFIBRATE	TABLET	145MG
66 FENOFIBRATE	TABLET	48MG
67 FLUCONAZOLE	TABLET	100MG
67 FLUCONAZOLE	TABLET	150MG
67 FLUCONAZOLE	TABLET	200MG
67 FLUCONAZOLE	TABLET	50MG
68 FLUOCINOLONE ACETONIDE	CREAM	0.01%
68 FLUOCINOLONE ACETONIDE	CREAM	0.03%
68 FLUOCINOLONE ACETONIDE	OINTMENT	0.03%
68 FLUOCINOLONE ACETONIDE	SOLUTION	0.01%
69 FLUOCINONIDE	CREAM	0.05%
69 FLUOCINONIDE	CREAM	0.10%
69 FLUOCINONIDE	E CREAM	0.05%
69 FLUOCINONIDE	GEL	0.05%
69 FLUOCINONIDE	OINTMENT	0.05%
69 FLUOCINONIDE	SOLUTION	0.05%
70 FLUOXETINE HCL	TABLET	10MG
70 FLUOXETINE HCL	TABLET	15MG
70 FLUOXETINE HCL	TABLET	20MG
70 FLUOXETINE HCL	TABLET	60MG
71 FLUTICASONE PROPIONATE	SPRAY	50MCG
72 FOSINOPRIL HCTZ	TABLET	10MG;12.5MG
72 FOSINOPRIL HCTZ	TABLET	20MG;12.5MG
73 GABAPENTIN	TABLET	600MG
73 GABAPENTIN	TABLET	800MG
74 GLIMEPIRIDE	TABLET	1MG
74 GLIMEPIRIDE	TABLET	2MG
74 GLIMEPIRIDE	TABLET	4MG
75 GLIPIZIDE/METFORMIN	TABLET	2.5MG;250MG
75 GLIPIZIDE/METFORMIN	TABLET	2.5MG;500MG
75 GLIPIZIDE/METFORMIN	TABLET	5MG;500MG
76 GLYBURIDE	TABLET	1.25MG
76 GLYBURIDE	TABLET	2.5MG
76 GLYBURIDE	TABLET	5MG
77 GLYBURIDE/METFORMIN	TABLET	1.25MG;250MG
77 GLYBURIDE/METFORMIN	TABLET	2.5MG;500MG
77 GLYBURIDE/METFORMIN	TABLET	5MG;500MG
78 GRISEOFULVIN	SUSPENSION (MICROSIZE)	125MG/5ML
79 HALOBETASOL PROPIONATE	CREAM	0.05%
79 HALOBETASOL PROPIONATE	OINTMENT	0.05%
80 HALOPERIDOL	TABLET	0.5MG
80 HALOPERIDOL	TABLET	10MG

80 HALOPERIDOL	TABLET	1MG
80 HALOPERIDOL	TABLET	20MG
80 HALOPERIDOL	TABLET	2MG
80 HALOPERIDOL	TABLET	5MG
81 HYDROCODONE/ACETAMINOPHEN	TABLET	325MG;10MG
81 HYDROCODONE/ACETAMINOPHEN	TABLET	325MG;5MG
82 HYDROCORTISONE VALERATE	CREAM	0.20%
83 IRBESARTAN	TABLET	150MG
83 IRBESARTAN	TABLET	300MG
83 IRBESARTAN	TABLET	75MG
84 ISOSORBIDE DINITRATE	TABLET	10MG
84 ISOSORBIDE DINITRATE	TABLET	20MG
84 ISOSORBIDE DINITRATE	TABLET	30MG
84 ISOSORBIDE DINITRATE	TABLET	5MG
85 KETOCONAZOLE	CREAM	2%
85 KETOCONAZOLE	TABLET	200MG
86 KETOPROFEN	CAPSULE	50MG
86 KETOPROFEN	CAPSULE	75MG
87 KETOROLAC TROMETHAMINE	TABLET	10MG
88 LABETALOL HCL	TABLET	100MG
88 LABETALOL HCL	TABLET	200MG
88 LABETALOL HCL	TABLET	300MG
89 LAMIVUDINE/ZIDOVUDINE (COMBIVIR)	TABLET	150MG;300MG
89 LAMIVUDINE/ZIDOVUDINE (COMBIVIR)	TABLET	300MG;150MG
90 LATANOPROST	SOLUTION	0.01%
91 LEFLUNOMIDE	TABLET	10MG
91 LEFLUNOMIDE	TABLET	20MG
92 LEVOTHYROXINE	TABLET	0.025MG
92 LEVOTHYROXINE	TABLET	0.05MG
92 LEVOTHYROXINE	TABLET	0.075MG
92 LEVOTHYROXINE	TABLET	0.088MG
92 LEVOTHYROXINE	TABLET	0.112MG
92 LEVOTHYROXINE	TABLET	0.125MG
92 LEVOTHYROXINE	TABLET	0.137MG
92 LEVOTHYROXINE	TABLET	0.15MG
92 LEVOTHYROXINE	TABLET	0.175MG
92 LEVOTHYROXINE	TABLET	0.1MG
92 LEVOTHYROXINE	TABLET	0.2MG
92 LEVOTHYROXINE	TABLET	0.3MG
93 LIDOCAINE HCL	OINTMENT	5%
94 LIDOCAINE/PRILOCAINE	CREAM	2.5%;2.5%
95 LOPERAMIDE HCL	CAPSULE	2MG
96 MEPROBAMATE	TABLET	200MG
96 MEPROBAMATE	TABLET	400MG
97 METFORMIN (F) ER	TABLET	1000MG
97 METFORMIN (F) ER	TABLET	500MG
98 METHADONE HCL	TABLET	10MG
98 METHADONE HCL	TABLET	5MG

99	METHAZOLAMIDE	TABLET	25MG
99	METHAZOLAMIDE	TABLET	50MG
100	METHOTREXATE	TABLET	2.5MG
101	METHYLPHENIDATE	TABLET	10MG
101	METHYLPHENIDATE	TABLET	20MG
101	METHYLPHENIDATE	TABLET	5MG
101	METHYLPHENIDATE ER	TABLET	20MG
102	METHYLPREDNISOLONE	TABLET	4MG
103	METRONIDAZOLE	CREAM	0.75%
103	METRONIDAZOLE	GEL	0.75%
103	METRONIDAZOLE	GEL	1%
103	METRONIDAZOLE	GEL VAGINAL	0.75%
103	METRONIDAZOLE	LOTION	0.75%
104	MOEXIPRIL HCL	TABLET	15MG
104	MOEXIPRIL HCL	TABLET	7.5MG
105	MOEXIPRIL HCL/HCTZ	TABLET	15MG;12.5MG
105	MOEXIPRIL HCL/HCTZ	TABLET	15MG;25MG
105	MOEXIPRIL HCL/HCTZ	TABLET	7.5MG;12.5MG
106	NADOLOL	TABLET	20MG
106	NADOLOL	TABLET	40MG
106	NADOLOL	TABLET	80MG
107	NAPROXEN SODIUM	TABLET	275MG
107	NAPROXEN SODIUM	TABLET	550MG
108	NEOMYCIN/POLYMYXIN/HYDROCORTISONE	SOLUTION	3.5MG;10MU;1%
109	NIACIN ER	TABLET	1000MG
109	NIACIN ER	TABLET	500MG
109	NIACIN ER	TABLET	750MG
110	NIMODIPINE	CAPSULE	30MG
111	NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	100MG
111	NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	25MG
111	NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	50MG
112	NORETHINDRONE/ETHINYL ESTRADIOL (BALZIVA)	TABLET	0.4MG-0.035MG
113	NORTRIPTYLINE HCL	CAPSULE	10MG
113	NORTRIPTYLINE HCL	CAPSULE	25MG
113	NORTRIPTYLINE HCL	CAPSULE	50MG
113	NORTRIPTYLINE HCL	CAPSULE	75MG
114	NYSTATIN	CREAM	100MU
114	NYSTATIN	OINTMENT	100MU
114	NYSTATIN	TABLET	500MU
115	NYSTATIN/TRIAMCINOLONE	CREAM	0.10%
115	NYSTATIN/TRIAMCINOLONE	OINTMENT	0.10%
116	OMEGA 3 ACID ETHYL ESTERS	CAPSULE	1G
117	OXAPROZIN	TABLET	600MG
118	OXYBUTYNIN CHLORIDE	TABLET	5MG
119	OXYCODONE/ACETAMINOPHEN	TABLET	10MG;325MG
119	OXYCODONE/ACETAMINOPHEN	TABLET	5MG;325MG
119	OXYCODONE/ACETAMINOPHEN	TABLET	7.5MG;325MG
120	OXYCODONE HCL	SOLUTION	20MG/ML

120 OXYCODONE HCL	TABLET	15MG
120 OXYCODONE HCL	TABLET	30MG
121 PARICALCITOL	CAPSULE	1MCG
121 PARICALCITOL	CAPSULE	2MCG
121 PARICALCITOL	CAPSULE	4MCG
122 PAROMOMYCIN	CAPSULE	250MG
123 PERMETHRIN	CREAM	5%
124 PERPHENAZINE	TABLET	16MG
124 PERPHENAZINE	TABLET	2MG
124 PERPHENAZINE	TABLET	4MG
124 PERPHENAZINE	TABLET	8MG
125 PHENYTOIN SODIUM ER	CAPSULE	100MG
126 PILOCARPINE HCL	TABLET	5MG
127 PIROXICAM	CAPSULE	10MG
127 PIROXICAM	CAPSULE	20MG
128 POTASSIUM CHLORIDE ER	TABLET	10MEQ
128 POTASSIUM CHLORIDE ER	TABLET	20MEQ
128 POTASSIUM CHLORIDE ER	TABLET	8MEQ
129 PRAVASTATIN	TABLET	10MG
129 PRAVASTATIN	TABLET	20MG
129 PRAVASTATIN	TABLET	40MG
129 PRAVASTATIN	TABLET	80MG
130 PRAZOSIN HCL	CAPSULE	1MG
130 PRAZOSIN HCL	CAPSULE	2MG
130 PRAZOSIN HCL	CAPSULE	5MG
131 PREDNISOLONE ACETATE	SOLUTION/LIQUID EYE	1%
132 PREDNISON	TABLET	10MG
132 PREDNISON	TABLET	1MG
132 PREDNISON	TABLET	2.5MG
132 PREDNISON	TABLET	20MG
132 PREDNISON	TABLET	5MG
133 PROCHLORPERAZINE	SUPPOSITORY	25MG
134 PROMETHAZINE	SUPPOSITORY	12.5MG
134 PROMETHAZINE	SUPPOSITORY	25MG
135 PROPRANOLOL	TABLET	10MG
135 PROPRANOLOL	TABLET	20MG
135 PROPRANOLOL	TABLET	40MG
135 PROPRANOLOL	TABLET	60MG
135 PROPRANOLOL	TABLET	80MG
135 PROPRANOLOL ER	CAPSULE	120MG
135 PROPRANOLOL ER	CAPSULE	160MG
135 PROPRANOLOL ER	CAPSULE	60MG
135 PROPRANOLOL ER	CAPSULE	80MG
136 RALOXIFENE HCL	TABLET	60MG
137 RANITIDINE HCL	CAPSULE	150MG
137 RANITIDINE HCL	CAPSULE	300MG
137 RANITIDINE HCL	TABLET	150MG
138 SILVER SULFADIAZINE	CREAM	1%

139 SPIRONOLACTONE/HCTZ	TABLET	25MG;25MG
140 TACROLIMUS	OINTMENT	0.03%
140 TACROLIMUS	OINTMENT	0.10%
141 TAMOXIFEN CITRATE	TABLET	10MG
141 TAMOXIFEN CITRATE	TABLET	20MG
142 TEMOZOLOMIDE	CAPSULE	100MG
142 TEMOZOLOMIDE	CAPSULE	140MG
142 TEMOZOLOMIDE	CAPSULE	180MG
142 TEMOZOLOMIDE	CAPSULE	20MG
142 TEMOZOLOMIDE	CAPSULE	250MG
142 TEMOZOLOMIDE	CAPSULE	5MG
143 TERCONAZOLE	VAGINAL CREAM	0.40%
143 TERCONAZOLE	VAGINAL CREAM	0.80%
144 THEOPHYLLINE ER	TABLET	100MG
144 THEOPHYLLINE ER	TABLET	200MG
144 THEOPHYLLINE ER	TABLET	300MG
144 THEOPHYLLINE ER	TABLET	400MG
144 THEOPHYLLINE ER	TABLET	450MG
144 THEOPHYLLINE ER	TABLET	600MG
145 TIMOLOL MALEATE	GEL	0.25%
145 TIMOLOL MALEATE	GEL	0.50%
146 TIZANIDINE HCL	TABLET	2MG
146 TIZANIDINE HCL	TABLET	4MG
147 TOBRAMYCIN	SOLUTION	300MG/5ML
148 TOBRAMYCIN/DEXAMETHASONE	SOLUTION	0.3;0.1%
149 TOLMETIN SODIUM	CAPSULE	400MG
150 TOLTERODINE TARTRATE	TABLET	1MG
150 TOLTERODINE TARTRATE	TABLET	2MG
150 TOLTERODINE TARTRATE ER	CAPSULE	2MG
150 TOLTERODINE TARTRATE ER	CAPSULE	4MG
151 TRAZODONE HCL	TABLET	100MG
152 TRIAMCINOLONE ACETONIDE	CREAM	0.03%
152 TRIAMCINOLONE ACETONIDE	CREAM	0.10%
152 TRIAMCINOLONE ACETONIDE	CREAM	0.50%
152 TRIAMCINOLONE ACETONIDE	OINTMENT	0.03%
152 TRIAMCINOLONE ACETONIDE	OINTMENT	0.10%
152 TRIAMCINOLONE ACETONIDE	OINTMENT	0.50%
153 TRIAMTERENE/HCTZ	CAPSULE	37.5MG;25MG
153 TRIAMTERENE/HCTZ	TABLET	37.5MG;25MG
153 TRIAMTERENE/HCTZ	TABLET	75MG;50MG
154 TRIFLUOPERAZINE HCL	TABLET	10MG
154 TRIFLUOPERAZINE HCL	TABLET	1MG
154 TRIFLUOPERAZINE HCL	TABLET	2MG
154 TRIFLUOPERAZINE HCL	TABLET	5MG
155 URSODIOL	CAPSULE	300MG
156 VALSARTAN HCTZ	TABLET	160MG;12.5MG
156 VALSARTAN HCTZ	TABLET	160MG;25MG
156 VALSARTAN HCTZ	TABLET	320MG;12.5MG

156 VALSARTAN HCTZ	TABLET	320MG;25MG
156 VALSARTAN HCTZ	TABLET	80MG;12.5MG
157 VERAPAMIL	TABLET	120MG
157 VERAPAMIL	TABLET	80MG
157 VERAPAMIL SR	CAPSULE	120MG
157 VERAPAMIL SR	CAPSULE	180MG
157 VERAPAMIL SR	CAPSULE	240MG
158 WARFARIN SODIUM	TABLET	10MG
158 WARFARIN SODIUM	TABLET	1MG
158 WARFARIN SODIUM	TABLET	2.5MG
158 WARFARIN SODIUM	TABLET	2MG
158 WARFARIN SODIUM	TABLET	3MG
158 WARFARIN SODIUM	TABLET	4MG
158 WARFARIN SODIUM	TABLET	5MG
158 WARFARIN SODIUM	TABLET	6MG
158 WARFARIN SODIUM	TABLET	7.5MG
159 ZOLEDRONIC ACID	IV CONCENTRATE	4MG/5ML
159 ZOLEDRONIC ACID	IV SOLUTION	5MG/100ML

APPENDIX B: NAMED DEFENDANTS

1. Actavis Holdco U.S., Inc.
2. Actavis Pharma, Inc.
3. Actavis Elizabeth, LLC
4. Akorn Inc.
5. Alvogen Inc.
6. Amneal Pharmaceuticals, Inc.
7. Amneal Pharmaceuticals, LLC
8. Apotex Corp.
9. Ascend Laboratories, LLC
10. Aurobindo Pharma USA, Inc.
11. Bausch Health Americas, Inc.
12. Bausch Health US, LLC
13. Breckenridge Pharmaceutical, Inc.
14. Camber Pharmaceuticals Inc.
15. Citron Pharma LLC
16. Dava Pharmaceuticals, LLC
17. Dr. Reddy's Laboratories, Inc.
18. Epic Pharma, LLC
19. Fougera Pharmaceuticals Inc.
20. Generics Bidco I LLC
21. Glenmark Pharmaceuticals Inc., USA.
22. Greenstone LLC
23. G&W Laboratories, Inc.
24. Heritage Pharmaceuticals, Inc.
25. Hikma Labs, Inc.
26. Hikma Pharmaceuticals USA, Inc.
27. Hi-Tech Pharmacal Co., Inc.
28. Impax Laboratories, Inc.
29. Impax Laboratories, LLC
30. Jubilant Cadista Pharmaceuticals Inc.
31. Lannett Company, Inc.
32. Lupin Pharmaceuticals, Inc.
33. Mallinckrodt Inc.
34. Mayne Pharma Inc.
35. Morton Grove Pharmaceuticals, Inc.
36. Mylan Inc.
37. Mylan Pharmaceuticals Inc.
38. Oceanside Pharmaceuticals, Inc.
39. Par Pharmaceutical Companies, Inc.
40. Par Pharmaceutical, Inc.
41. Perrigo New York, Inc.
42. Pfizer, Inc.
43. Pliva, Inc.
44. Sandoz, Inc.
45. Sun Pharmaceutical Industries, Inc.
46. Taro Pharmaceuticals U.S.A., Inc.
47. Teligent Inc.
48. Teva Pharmaceuticals USA, Inc.
49. Torrent Pharma Inc.
50. UDL Laboratories, Inc.
51. Upsher-Smith Laboratories, Inc.
52. Valeant Pharmaceuticals International
53. Valeant Pharmaceuticals North America LLC
54. Versapharm, Inc.
55. West-Ward Columbus, Inc.
56. West-Ward Pharmaceuticals Corp.
57. Wockhardt USA LLC
58. Zydus Pharmaceuticals (USA), Inc.

EXHIBIT B



Did You Purchase Certain Named

**GENERIC
PHARMACEUTICAL
DRUGS**

DIRECTLY

from certain
pharmaceutical
manufacturers?

YOUR RIGHTS MAY BE
AFFECTED BY A
PROPOSED CLASS
ACTION SETTLEMENT

LEARN MORE →

GenericDrugsDirectPurchaserSettlement.com

EXHIBIT C

ADVERTISEMENT

The Marketplace

To advertise: 800-366-3975 or WSJ.com/classifieds

CLASS ACTIONS

If you purchased certain named generic pharmaceutical drugs *directly* from certain pharmaceutical manufacturers from May 1, 2009 through December 31, 2019, your rights may be affected by proposed class action settlements.

A federal court authorized this notice. This is not a solicitation from a lawyer.

What is the lawsuit about? Two proposed settlements (the "Settlements") have been reached in a class action lawsuit ("the Lawsuit"), which alleges that Sun Pharmaceutical Industries, Inc. and its affiliates Caraco Pharmaceutical Laboratories, Ltd., Mutual Pharmaceutical Company, Inc., and URL Pharma, Inc., and Taro Pharmaceuticals U.S.A., Inc. (collectively "Settling Defendants") violated the federal antitrust laws by conspiring with other generic drug manufacturers to fix, maintain, and stabilize prices, rig bids, and engage in market and customer allocations of certain generic drugs (the "Named Generic Drugs"), causing direct purchasers of the Named Generic Drugs to pay more than they should have. The Settling Defendants deny liability as alleged in the Lawsuit. The Court has not decided who is right. The proposed Settlements do not resolve any of the claims of the Settlement Class against the remaining Defendants. The Lawsuit against the remaining Defendants is ongoing.

Who is included? The Court certified a Settlement Class that includes all persons or entities, and their successors and assigns, that directly purchased one or more of the Named Generic Drugs from one or more Defendants in the United States and its territories and possessions, at any time during the period from May 1, 2009 through December 31, 2019. Excluded from the Settlement Class are Defendants and their present and former officers, directors, management, employees, subsidiaries, or affiliates, judicial officers and their personnel, and all governmental entities. The Settlement Agreements listing the Named Generic Drugs and Defendants are available on the settlement website: GenericDrugsDirectPurchaserSettlement.com. The Settlement Agreements also are on public file with the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106 in the case *In re: Generic Pharmaceuticals Pricing Antitrust Litigation*, Case No. 2:16-MD-02724.

What do the Settlements provide? The proposed Settlements provide for the following payments by Settling Defendants: (1) \$17,357,000 payment by Sun Pharmaceutical Industries, Inc. and its affiliates Caraco Pharmaceutical Laboratories, Ltd., Mutual Pharmaceutical Company, Inc., and URL Pharma, Inc. and (2) \$67,643,000 payment by Taro Pharmaceuticals U.S.A., Inc. These payments (collectively \$85,000,000) will comprise the total "Settlement Fund." The Settlement Fund may be reduced by up to \$10 million or increased to a maximum of \$105 million under certain circumstances as explained in the Settlement Agreements. In addition, the attorneys who have worked on the Lawsuit for the Settlement Class will seek Court approval to pay expenses, attorneys' fees of up to one-third of the Settlement Fund, including interest, after expenses (and service awards) are deducted, and service awards for the class representatives (or named plaintiffs) out of the Settlement Fund. Any motion for expenses and service awards and to set aside one-third of the remaining Settlement Fund (plus accrued interest) for payment of attorneys' fees will be posted on the settlement website GenericDrugsDirectPurchaserSettlement.com once they are filed on August 9, 2022. Settlement Class Counsel will file a motion for an award of fees at a later appropriate time.

The calculations of the dollar amount that each Settlement Class Member that submits a Claim Form will be paid from the Settlement Fund is set forth in the Plan of Allocation, which also is available on GenericDrugsDirectPurchaserSettlement.com.

What are your options? If you are a Settlement Class Member and you do nothing, you will remain in the Settlement Class and be eligible to participate in the Settlements as described in this notice, if the Settlements are approved. However, you will need to complete, sign, and return the Claim Form (once it is sent to you) in order to obtain a payment. It is anticipated that Defendants' sales data will be used to calculate Settlement Class Members' eligible purchases and *pro rata* share of the Net Settlement Fund, but if such data is not available from Defendants then you may be required to submit data showing your eligible purchases. We do not know when the Claim Forms will be mailed. You should check GenericDrugsDirectPurchaserSettlement.com for information regarding timing. If you *did not* receive a Notice in the mail, and you think you are a potential Settlement Class Member, please identify yourself or your company by letter to the following address: *In re: Generic Pharmaceuticals Pricing Antitrust Litigation* – Direct Purchasers, c/o A.B. Data, Ltd., P.O. Box 173095, Milwaukee, WI 53217, or send an email to info@GenericDrugsDirectPurchaserSettlement.com, or call 877-315-0583. You may be required to submit proof of a qualifying purchase to establish that you are a member of the Settlement Class. Claimants may also be required to submit purchase data as part of the claims process. As a Settlement Class Member, unless you opt out of the Settlements, you will be bound by all orders and judgments of the Court.

In addition, you may request exclusion from (or opt out of) the Settlements and may object to the Settlements if you do not opt out. Instructions for opting out or objecting can be found in the publicly-available case file and website, as described above. You must mail your request to opt out or your objection by September 23, 2022. The Court will hold a Fairness Hearing on **December 13, 2022 at 1:30 p.m. EST** to decide whether to approve the Settlements and any requests for fees, expenses, and service awards for the class representatives. The Court will also consider a Plan of Allocation for distributing the Settlement Fund to Settlement Class Members. If there are objections, the Court will consider them at the hearing. You do not need to attend the hearing. If you wish to appear at the hearing, you must file a "Notice of Intention to Appear" with the Court and you may hire your own attorney to appear in Court for you at your own expense.

For more information: Go to the website: GenericDrugsDirectPurchaserSettlement.com or call 877-315-0583 for more information on the Settlements, the Lawsuit, and your potential rights and options related to the Settlements. The website includes, for example, a list of the generic drugs that you would have had to purchase and a list of the generic drug manufacturers that you would have had to purchase *directly* from in order to be eligible for a payment.

EXHIBIT D



Direct Purchaser Plaintiffs Announce Settlements in In Re Generic Pharmaceutical Pricing Antitrust Litigation.

NastLaw LLC Announces if you purchased certain named generic pharmaceutical drugs directly from certain pharmaceutical manufacturers from May 1, 2009 through December 31, 2019, your rights may be affected by proposed class action settlements.

A federal court authorized this notice. This is not a solicitation from a lawyer.

June 24, 2022 05:16 PM Eastern Daylight Time

PHILADELPHIA--(BUSINESS WIRE)--**What is the lawsuit about?** Two proposed settlements (the "Settlements") have been reached in a class action lawsuit ("the Lawsuit"), which alleges that Sun Pharmaceutical Industries, Inc. and its affiliates Caraco Pharmaceutical Laboratories, Ltd., Mutual Pharmaceutical Company, Inc., and URL Pharma, Inc., and Taro Pharmaceuticals U.S.A., Inc. (collectively "Settling Defendants") violated the federal antitrust laws by conspiring with other generic drug manufacturers to fix, maintain, and stabilize prices, rig bids, and engage in market and customer allocations of certain generic drugs (the "Named Generic Drugs"), causing direct purchasers of the Named Generic Drugs to pay more than they should have. The Settling Defendants deny liability as alleged in the Lawsuit. The Court has not decided who is right. The proposed Settlements do not resolve any of the claims of the Settlement Class against the remaining Defendants. The Lawsuit against the remaining Defendants is ongoing.

Who is included? The Court certified a Settlement Class that includes all persons or entities, and their successors and assigns, that directly purchased one or more of the Named Generic Drugs from one or more Defendants in the United States and its territories and possessions, at any time during the period from May 1, 2009 through December 31, 2019. Excluded from the Settlement Class are Defendants and their present and former officers, directors, management, employees, subsidiaries, or affiliates, judicial officers and their personnel, and all governmental entities. The Settlement Agreements listing the Named Generic Drugs and Defendants are available on the settlement website: GenericDrugsDirectPurchaserSettlement.com. The Settlement Agreements also are on public file with the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106 in the case *In re: Generic Pharmaceuticals Pricing Antitrust Litigation*, Case No. 2:16-MD-02724.

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The calculations of the dollar amount that each Settlement Class Member that submits a Claim Form will be paid from the Settlement Fund is set forth in the Plan of Allocation, which also is available on GenericDrugsDirectPurchaserSettlement.com.

What are your options? If you are a Settlement Class Member and you do nothing, you will remain in the Settlement Class and be eligible to participate in the Settlements as described in this notice, if the Settlements are approved. However, you will need to complete, sign, and return the Claim Form (once it is sent to you) in order to obtain a payment. It is anticipated that Defendants' sales data will be used to calculate Settlement Class Members' eligible purchases and *pro rata* share of the Net Settlement Fund, but if such data is not available from Defendants then you may be required to submit data showing your eligible purchases. We do not know when the Claim Forms will be mailed. You should check GenericDrugsDirectPurchaserSettlement.com for information regarding timing. If you *did not* receive a Notice in the mail, and you think you are a potential Settlement Class Member, please identify yourself or your company by letter to the following address: *In re: Generic Pharmaceuticals Pricing Antitrust Litigation – Direct Purchasers, c/o A.B. Data, Ltd., P.O. Box 173095, Milwaukee, WI 53217*, or send an email to info@GenericDrugsDirectPurchaserSettlement.com, or call 877-315-0583. You may be required to submit proof of a qualifying purchase to establish that you are a member of the Settlement Class. Claimants may also be required to submit purchase data as part of the claims process. As a Settlement Class Member, unless you opt out of the Settlements, you will be bound by all orders and judgments of the Court.

In addition, you may request exclusion from (or opt out of) the Settlements and may object to the Settlements if you do not opt out. Instructions for opting out or objecting can be found in the publicly-available case file and website, as described above. You must mail your request to opt out or your objection by September 23, 2022. The Court will hold a Fairness Hearing on **December 13, 2022 at 1:30 p.m. EST** to decide whether to approve the Settlements and any requests for fees, expenses, and service awards for the class representatives. The Court will also consider a Plan of Allocation for distributing the Settlement Fund to Settlement Class Members. If there are objections, the Court will consider them at the hearing. You do not need to attend the hearing. If you wish to appear at the hearing, you must file a "Notice of Intention to Appear" with the Court and you may hire your own attorney to appear in Court for

you at your own expense.

For more information: Go to the website: GenericDrugsDirectPurchaserSettlement.com or call 877-315-0583 for more information on the Settlements, the Lawsuit, and your potential rights and options related to the Settlements. The website includes, for example, a list of the generic drugs that you would have had to purchase and a list of the generic drug manufacturers that you would have had to purchase **directly** from in order to be eligible for a payment.

Contacts

Dianne M. Nast, Esq.

Joseph N. Roda, Esq.

(215) 923-9300

EXHIBIT E

In re: Generic Pharmaceuticals Pricing Antitrust Litigation,
Case No: 2:16-MD-02724 (E.D. Pa.)

Exclusion Requests

1. Accredo Health Group, Inc.
2. Acme Markets
3. Albany Area Primary Health Care, Inc.
4. Albertson's, Inc.
5. Albertsons
6. Albertsons Companies LLC
7. Albertsons Companies, Inc.
8. Albertsons LLC
9. Albertsons Market
10. Alliance
11. Alliance BMP
12. Alliance Boots
13. Alliance Healthcare
14. Alliance Rx Walgreens Prime Pharmacy
15. Alliance Santé
16. Alliance UniChem
17. Allina Health System
18. American Drug Stores
19. American Stores Company
20. Andronico's
21. Andronico's Community Markets
22. Augusta Health Care, Inc., d/b/a Augusta Health
23. Avera Health
24. Baker's
25. Balducci's Food Lover's Markets
26. Baptist Health
27. Baxter County Regional Hospital, Inc., d/b/a Baxter Regional Medical Center
28. Baystate Health, Inc.
29. Beaufort-Jasper-Hampton Comprehensive Health Services, Inc.
30. Berkshire Health Systems
31. Billings Clinic
32. Bowen Development
33. Bravo Health Mid-Atlantic Inc.
34. Bravo Health Pennsylvania Inc.
35. Broad Top Area Medical Center, Inc.
36. Burlington Drug
37. Burlington Drug Company
38. Burrells
39. Burrells Limited

In re: Generic Pharmaceuticals Pricing Antitrust Litigation,

Case No: 2:16-MD-02724 (E.D. Pa.)

Exclusion Requests

40. Butler Health System
41. Cape Cod Healthcare, Inc.
42. Care New England
43. CaroMont Health, Inc.
44. Carr-Gottstein Foods Co.
45. CentraCare Health
46. Central Market
47. Central Texas Community Health Centers, d/b/a CommUnityCare
48. Children's Hospital of Philadelphia
49. Cigna Corporation
50. Cigna Health and Life Insurance Company
51. Cigna HealthCare of Arizona, Inc.
52. Cigna HealthCare of California, Inc.
53. Cigna HealthCare of Colorado, Inc.
54. Cigna HealthCare of Connecticut, Inc.
55. Cigna HealthCare of Florida, Inc.
56. Cigna HealthCare of Georgia, Inc.
57. Cigna HealthCare of Illinois, Inc.
58. Cigna HealthCare of Indiana, Inc.
59. Cigna HealthCare of Maine, Inc.
60. Cigna HealthCare of Massachusetts, Inc.
61. Cigna HealthCare of Mid-Atlantic, Inc.
62. Cigna HealthCare of New Hampshire, Inc.
63. Cigna HealthCare of New Jersey, Inc.
64. Cigna HealthCare of North Carolina, Inc.
65. Cigna HealthCare of Pennsylvania, Inc.
66. Cigna HealthCare of South Carolina, Inc.
67. Cigna HealthCare of St. Louis, Inc.
68. Cigna HealthCare of Tennessee, Inc.
69. Cigna HealthCare of Texas, Inc.
70. Cigna HealthCare of Utah, Inc.
71. City Market
72. Collier Health Services, Inc., d/b/a Healthcare Network
73. Community Health Center of Snohomish County
74. Company Amigos United
75. Confluence Health
76. Conway Regional Health System
77. Cook County Hospital District, d/b/a North Shore Health
78. Cook Hospital

In re: Generic Pharmaceuticals Pricing Antitrust Litigation,
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Exclusion Requests

79. Copps Food Center
80. Crusaders Central Clinic Association
81. CuraScript, Inc.
82. CVS Health Corp.
83. CVS Pharmacy, Inc.
84. Cystic Fibrosis Services
85. Cystic Fibrosis Services Inc.
86. Cystic Fibrosis Services LLC
87. Dallas County Medical Center
88. DCH Health System
89. Delta Memorial Hospital
90. Dillon
91. Dillon Companies, Inc.
92. Dominick's
93. Dominick's Finer Foods, LLC
94. Douglas County Hospital, d/b/a Alomere Health
95. Drew Memorial Hospital, Inc., d/b/a Drew Memorial Health System
96. Duane Reade
97. Duane Reade, Inc.
98. Duval Pharmacy
99. East Boston Neighborhood Health Center
100. Ely-Bloomenson Community Hospital
101. Erie Family Health Centers
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103. Essentia Health
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108. Express Scripts, Inc.
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111. Fairview Health Services
112. FMJ, Inc.
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115. Foods Pavilion
116. Fred Meyer
117. Fred Meyer Jewelers, Inc.

In re: Generic Pharmaceuticals Pricing Antitrust Litigation,
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118. Fred Meyer Stores, Inc.
119. Fred Meyer, Inc.
120. Fry's
121. Fulton County Medical Center
122. Genuardi's
123. Genuardi's Family Markets LP
124. Gerbes
125. Gillette Children's Specialty Healthcare
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127. Glencoe Regional Health Services, d/b/a Glencoe Regional Health
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129. Granby Pharmacy, Inc., d/b/a Center Pharmacy
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132. Greater Lawrence Family Health Center
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136. H.E. Butt Grocery Company L.P.
137. Haggen
138. Haggen Food & Pharmacy
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140. Happy Harry's Discount Drug Stores, Inc.
141. Happy Harry's Inc.
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143. Harris Teeter, Inc.
144. Harris Teeter, LLC
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146. Health Partners of Western Ohio
147. HealthPoint
148. HealthSpring Life & Health Insurance Company, Inc.
149. HealthSpring Pharmacy of Tennessee, LLC
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155. Humana Inc.
156. Humana Pharmacy, Inc.

In re: Generic Pharmaceuticals Pricing Antitrust Litigation,
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Exclusion Requests

157. Infinity Infusion
158. International Community Health Services
159. J M Smith
160. J M Smith Corporation
161. Jay C Food Stores
162. Jerseymaid Milk Products
163. Jewel Food Stores
164. Jewel Foods
165. Jewel Foods, Inc.
166. Junior Food Stores of West Florida, Inc.
167. Kessel
168. Kessel Food Markets, Inc.
169. King Soopers
170. Kings Food Markets
171. Kiosk Medicine Kentucky, LLC
172. Kittson Healthcare
173. Kootenai Hospital District, an Idaho Public Hospital District, d/b/a Kootenai Health
174. KRGP Inc.
175. Kroger
176. Kroger Limited Partnership I
177. Kroger Limited Partnership II
178. Kroger Texas L.P.
179. Lake Region Healthcare
180. Lakewood Health System
181. Lawrence Brothers
182. Lawrence Brothers Co.
183. Lawrence Brothers Pharmacy
184. Lehigh Valley Health System
185. LifeCare Medical Center
186. Lifespan Corporation
187. Logan Health
188. Longview Wellness Center, Inc., d/b/a Wellness Pointe
189. Lucerne Foods, Inc.
190. Lucky Stores (Utah locations)
191. Lutheran Charity Association, d/b/a Jamestown Regional Medical Center
192. Lynnfield Compounding Center, Inc.
193. Lynnfield Drug, Inc.
194. Madelia Health

In re: Generic Pharmaceuticals Pricing Antitrust Litigation,
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Exclusion Requests

195. Madison Health (formerly Madison Memorial Hospital)
196. Madison Healthcare Services, d/b/a Madison Hospital
197. Main Line Health
198. Marana Health Center, Inc.
199. Mariano's Fresh Market
200. Market Street
201. Mary Rutan Hospital
202. Mass General Brigham Incorporated
203. Matthews Property 1, LLC
204. Mayo Clinic (requested exclusion from the Taro settlement only)
205. May's Drug Stores
206. May's Drug Stores, Inc.
207. Medco Containment Insurance Company of NY
208. Medco Containment Life Insurance Company
209. MedCura Health Inc. (formerly Oakhurst Medical Centers, Inc.)
210. Medicenter
211. Med-X
212. Med-X Corporation
213. Meeker Memorial Hospital and Clinic
214. Memorial Hospital of Laramie County, d/b/a Cheyenne Regional Medical Center
215. Memorial Hospital of Sweetwater County
216. Memorial Sloan Kettering Cancer Center
217. Metro Market
218. Middlesex Health
219. Millcreek Community Hospital
220. Mille Lacs Health System
221. Montefiore Medical Center
222. Mount Nittany Health System
223. Murray County Medical Center
224. New Albertson's Inc.
225. New York-Presbyterian
226. North Memorial Health
227. North Olympic Healthcare Network
228. North Valley Health Center
229. Northern Itasca Hospital District, d/b/a Bigfork Valley
230. Northfield Hospitals + Clinics
231. Novant Health, Inc.
232. Nuvance Health

In re: Generic Pharmaceuticals Pricing Antitrust Litigation,
Case No: 2:16-MD-02724 (E.D. Pa.)

Exclusion Requests

233. NYU Langone Hospitals
234. Ochsner Health
235. Olmsted Medical
236. Omnicare
237. OptumRx Group Holdings, Inc.
238. OptumRx Holdings, LLC
239. OptumRx, Inc.
240. Ortonville Area Health Services
241. Overtake Hospital Medical Center
242. Owen's
243. Owen's Supermarket
244. Ozarks Community Hospital
245. Pak 'N Sav
246. Paul's Market
247. Pavilions Place Randall's
248. Pay Less Super Markets
249. PeaceHealth
250. Peak Vista Community Health Centers
251. Penn Highlands Healthcare
252. Perham Health
253. Peyton's
254. Peyton's Fountain
255. Peyton's Mid-South Company
256. Peyton's Northern
257. Peyton's Phoenix
258. Peyton's-Southeastern, Inc.
259. Pick 'n Save
260. Pikeville Medical Center, Inc.
261. Postal Prescription Services
262. Prime Therapeutics Specialty Pharmacy
263. Prime Therapeutics Specialty Pharmacy LLC
264. Priority Healthcare Corporation
265. Priority Healthcare Distribution, Inc.
266. Providence St. Joseph Health
267. Pueblo Community Health Center, Inc.
268. QFC
269. Raley's of New Mexico
270. Ralphs
271. Ralphs Grocery Company

In re: Generic Pharmaceuticals Pricing Antitrust Litigation,
Case No: 2:16-MD-02724 (E.D. Pa.)

Exclusion Requests

272. Randall's Food & Drugs LP
273. Ridgeview Medical Center
274. Rite Aid Corporation
275. Rite Aid Hdqtrs. Corp.
276. River's Edge Hospital
277. Riverview Healthcare Association
278. Riviera Brands
279. Roanoke Chowan Community Health Center
280. Roundy's Inc.
281. Ruler Foods
282. Rutherford County Primary Care Clinic, Inc., d/b/a Primary Care & Hope Clinic
283. RWJBarnabas Health
284. S&W Pharmacy
285. S&W Pharmacy, Inc.
286. Safeway
287. Safeway Food & Drug
288. Safeway Inc.
289. Sanford Health
290. Sav-On Drug
291. Scott's Foods
292. Scott's Pharmacy
293. Select Medical
294. Shands Jacksonville Medical Center, Inc.
295. Shands Teaching Hospital and Clinics, Inc.
296. Shasta Community Health Center
297. Shaw's Supermarkets, Inc.
298. Shawnee Health Service and Development Corporation
299. Shop-Rite, LLC
300. Simon David
301. Sleepy Eye Medical Center
302. Smith Drug
303. Smith Drug Company
304. Smith's Food & Drug Centers, Inc.
305. Smith's
306. South Big Horn County Hospital District, d/b/a Three Rivers Health
307. Specialty Products Acquisitions, LLC
308. St. Clair Health Corporation
309. St. Luke's Hospital of Duluth

In re: Generic Pharmaceuticals Pricing Antitrust Litigation,
Case No: 2:16-MD-02724 (E.D. Pa.)

Exclusion Requests

310. St. Luke's University Health Network
311. St. Thomas Community Health Center
312. Stamford Health, Inc.
313. Star Market
314. Stigler Health & Wellness Center, Inc.
315. Sunrise R&D Holdings, LLC
316. Sunrise Technology LLC
317. Super D. Drugs Acquisition Co.
318. Super Saver Foods
319. Superior
320. Superior Acquisitions Limited
321. Superior Holdings Limited
322. Swift County-Benson Health Services
323. Syringa Hospital Districts
324. Tel-Drug of Pennsylvania, LLC
325. Tel-Drug, Inc.
326. The Chautauqua Center, Inc.
327. The Children's Hospital Corporation, d/b/a Boston Children's Hospital
328. The Kroger Co.
329. The Kroger Co. of Michigan
330. The Mount Sinai Hospitals Group, Inc.
331. The Vons Companies, Inc.
332. Thomas Jefferson University
333. TLC Corporate Services LLC
334. Tom Thumb Food & Drugs
335. Tri-Area Community Health
336. Tri-County Health Care
337. Trinity Home Care
338. UC Health
339. UHS of Delaware, Inc.
340. UM Health
341. UMass Memorial Health
342. United Express
343. United HealthCare Services, Inc.
344. United Hospital District, Inc.
345. United Supermarkets, LLC
346. University Health Systems of Eastern Carolina, Inc., d/b/a ECU Health
347. Upham's Comer Health Committee, Inc.
348. UPMC (University of Pittsburgh Medical Center)

In re: Generic Pharmaceuticals Pricing Antitrust Litigation,
Case No: 2:16-MD-02724 (E.D. Pa.)

Exclusion Requests

- 349. USA Drug
- 350. USA/Super D Franchising
- 351. Valley Health
- 352. Valor Health
- 353. Vineyard Scripts
- 354. Vons
- 355. Vons Grocery Company
- 356. WakeMed Health & Hospital
- 357. Walgreen
- 358. Walgreen Co.
- 359. Walgreen Company
- 360. Walgreens
- 361. Welia Health
- 362. Wellpath LLC
- 363. West Tennessee Healthcare
- 364. White River Health System, Inc., d/b/a White River Medical Center
- 365. Winona Health Services

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: GENERIC PHARMACEUTICALS
PRICING ANTITRUST LITIGATION

MDL NO. 2724

16-MD-2724

THIS DOCUMENT RELATES TO:

HON. CYNTHIA M. RUFÉ

Direct Purchaser Class Plaintiffs' Actions

**[PROPOSED]
FINAL ORDER AND JUDGMENT REGARDING
DPPS' SUN AND TARO SETTLEMENTS**

Direct Purchaser Class Plaintiffs César Castillo, LLC, FWK Holdings, LLC, Rochester Drug Cooperative, Inc., and KPH Healthcare Services, Inc. a/k/a Kinney Drugs, Inc. (“DPPs”) and Defendants Sun Pharmaceutical Industries, Inc. and its affiliates (Caraco Pharmaceutical Laboratories, Mutual Pharmaceutical Company, Inc., and URL Pharma, Inc.) (“Sun”) and Taro Pharmaceuticals U.S.A., Inc., (“Taro”) (collectively, “Settling Defendants”) entered into Settlement Agreements to fully and finally resolve the Settlement Class’s claims against Settling Defendants.¹

AND NOW, this ____ day of _____, 20__, having held a fairness hearing on March 8, 2023 and upon consideration of Direct Purchaser Class Plaintiffs’ Motion for Final Approval of (1) the Sun and Taro Settlements and (2) the Plan of Allocation (ECF No. ____), it is hereby **ADJUDGED AND DECREED**:

¹ Unless otherwise noted, the capitalized terms used in this Final Order and Judgment have the same meanings as defined in the Settlement Agreements. See ECF No. 2010-3.

1. The Preliminary Approval Order dated May 11, 2022 (ECF No. 2093) certified the following Settlement Class pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3):

All persons or entities, and their successors and assigns, that directly purchased one or more of the Named Generic Drugs from one or more Defendants in the United States and its territories and possessions, at any time during the period from May 1, 2009 until December 31, 2019.

Excluded from the Settlement Class are Defendants and their present and former officers, directors, management, employees, subsidiaries, or affiliates, judicial officers and their personnel, and all governmental entities.

2. Pursuant to Federal Rule of Civil Procedure 23, the Court finds that the Settlement Agreements between DPPs and Settling Defendants are fair, reasonable and adequate and approves the Settlement Agreements in their entirety.

3. The Court finds that the dissemination of the Notice via first-class mail, publication, and the establishment and maintenance of a dedicated website were implemented in accordance with the Order granting preliminary approval (ECF No. 2093), and satisfy the requirements of Federal Rules of Civil Procedure 23(c)(2)(B) and 23(e), the United States Constitution and other applicable laws and rules, and constituted the best notice practicable under the circumstances.

4. The persons and entities identified in Exhibit A, which is attached hereto and incorporated by reference herein, have timely and validly requested exclusion from the Settlement Class and are hereby excluded from the Settlement Class, are not bound by this Final Judgment, and may not make any claim or receive any benefit from the Settlements, whether monetary or otherwise. Said

excluded persons and entities may not pursue any claims released under the Settlement Agreements on behalf of those who are bound by this Final Judgment. Each Settlement Class Member not appearing in Exhibit A is bound by this Final Judgment and will remain forever bound.

5. DPPs' claims against Settling Defendants are dismissed, with prejudice and in their entirety, and except as provided for in the Settlement Agreements, without costs, as to Settling Defendants. This dismissal shall not affect, in any way, the rights of DPPs or members of the Settlement Class to pursue claims not released by the Settlement Agreements.

6. DPPs and all members of the Settlement Class (on behalf of themselves and their respective past and present parents, subsidiaries, and affiliates, as well as their past and present general and limited partners, officers, directors, employees, agents, attorneys, servants, predecessors, successors, heirs, executors, administrators, and representatives) ("Releasers") agree to dismiss Settling Defendants (and their past and present parents, subsidiaries, divisions, affiliates, stockholders, and general or limited partners, as well as their past and present respective officers, directors, employees, trustees, insurers, agents, attorneys, and any other representatives thereof) (the "Releasees"), except that this release shall not apply to any present or former officer, director, employee, trustee, insurer, agent, attorney, or other representative of the Settling Defendants who does not cooperate with DPPs pursuant to the Cooperation Agreement and Paragraph 10 of the Settlement Agreements. And as further provided under

Settlement Class Counsel's reservation of rights in Paragraph 14 of the Settlement Agreements, this Final Order and Judgment does not release any non-settling defendant's liability in the Action, nor does it absolve Settling Defendants' present or former officers, directors, employees, trustees, insurers, agents, attorneys, or other representatives from their duty to cooperate in discovery in their capacity as a current or former officer, director, employee, trustee, insurer, agent, attorney, or other representative for other, non-settling defendants. Subject to these exceptions and reservation of rights, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Settlement Class member has objected to the Settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) that DPPs and the Settlement Class, or each of them, ever had, now has, or hereafter can, shall, or may have on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual, contingent, or joint and several, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of, or relating in any way to, any of the claims in the Action, whether actual or alleged, from the beginning of the world up to the date of execution of the Settlement Agreements, including any conduct alleged, and causes of action asserted or that could have been alleged or asserted, based upon the allegations in the Action, relating to the Named Generic Drugs or other generic drugs that could

have been named based on the facts alleged in the Action, including but not limited to those arising under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, or trade practice law (the “Released Claims”). The release of Released Claims shall not preclude DPPs from pursuing any and all claims against other defendants for the sale of the Named Generic Drugs or other generic drugs sold by those defendants or their alleged co-conspirators. Nothing herein, and nothing in Paragraph 13 of the Settlement Agreements, shall release any claims (a) arising in the ordinary course of business between Releasors and the Releasees arising under Article 2 of the Uniform Commercial Code (pertaining to sales), other than claims based in whole or in part on any of the Released Claims; (b) for the indirect purchase of any of the Named Generic Drugs or any other generic drugs; (c) for negligence, breach of contract, bailment, failure to deliver, lost goods, damaged or delayed goods, breach of warranty, or product liability claims between any of the Releasees and any of the Releasors relating to any of the Named Generic Drugs or any other generic drugs, other than claims based in whole or in part on any of the Released Claims; (d) as to any generic drug, including any of the Named Generic Drugs, that is currently the subject of any unrelated pending litigation against Settling Defendant that is not part of the Action; (e) as to any generic drug, including any of the Named Generic Drugs, that is, after the date of the Settlement Agreements, the subject of any unrelated litigation brought against Settling Defendant under federal or state antitrust laws or under RICO where the allegation is that generic competition was

delayed (e.g., reverse payment, sham litigation, sham citizen petition, or “Walker Process” fraud cases) or otherwise reduced or impaired by alleged conduct other than that pled or based on the facts alleged in the DPPs’ complaints in the Action; (f) for any claims of any type relating to any drugs other than the Named Generic Drugs, other than those pled or based on the facts alleged in the DPPs’ complaints in the Action. DPPs and the Settlement Class shall not seek to establish liability against any Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims.

7. DPPs and each member of the Settlement Class hereby expressly waives and releases any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which reads:

SECTION 1542. GENERAL RELEASE-CLAIMS EXTINGUISHED. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

DPPs and each member of the Settlement Class also hereby expressly waives and releases any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. DPPs and each member of the Settlement Class may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the claims that are the subject of this Paragraph, but DPPs and each member of

the Settlement Class have agreed that as of the November 4, 2021, they expressly waive and fully, finally, and forever settle and release as to the Releasees all known or unknown, suspected or unsuspected, accrued or unaccrued, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. For the avoidance of doubt, DPPs and each member of the Settlement Class also hereby agrees that, they expressly waive and fully, finally, and forever settle and release any and all claims that would otherwise fall within the definition of Released Claims it may have against any of the Releasees under § 17200, et seq., of the California Business and Professions Code or any similar, comparable, or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims are hereby expressly incorporated into the definition of Released Claims.

8. This Final Judgment does not settle or compromise any claims by DPPs or the Settlement Class against any person or entities other than the Released Parties, and all rights against any other Defendant or other person or entity are specifically reserved.

9. Without affecting the finality of this Final Judgment, the Court retains exclusive jurisdiction over the Action and the Settlement Agreements, including the administration, interpretation, consummation, and enforcement of the Settlement Agreements.

10. Pursuant to Federal Rule of Civil Procedure 54(b), the court finds that there is no just reason for delay and hereby direct the entry of this Final Judgment of dismissal forthwith as to the Released Parties.

BY THE COURT:

CYNTHIA M. RUFÉ, J.

EXHIBIT A

1. Accredo Health Group, Inc.
2. Acme Markets
3. Albany Area Primary Health Care, Inc.
4. Albertson's, Inc.
5. Albertsons
6. Albertsons Companies LLC
7. Albertsons Companies, Inc.
8. Albertsons LLC
9. Albertsons Market
10. Alliance
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150. HealthSpring Pharmacy Services, LLC
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154. Home Chef
155. Humana Inc.
156. Humana Pharmacy, Inc.
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158. International Community Health Services
159. J M Smith
160. J M Smith Corporation
161. Jay C Food Stores
162. Jerseymaid Milk Products
163. Jewel Food Stores
164. Jewel Foods
165. Jewel Foods, Inc.
166. Junior Food Stores of West Florida, Inc.
167. Kessel
168. Kessel Food Markets, Inc.
169. King Soopers
170. Kings Food Markets
171. Kiosk Medicine Kentucky, LLC
172. Kittson Healthcare
173. Kootenai Hospital District, an Idaho Public Hospital District, d/b/a Kootenai Health
174. KRGP Inc.
175. Kroger

176. Kroger Limited Partnership I
177. Kroger Limited Partnership II
178. Kroger Texas L.P.
179. Lake Region Healthcare
180. Lakewood Health System
181. Lawrence Brothers
182. Lawrence Brothers Co.
183. Lawrence Brothers Pharmacy
184. Lehigh Valley Health System
185. LifeCare Medical Center
186. Lifespan Corporation
187. Logan Health
188. Longview Wellness Center, Inc., d/b/a Wellness Pointe
189. Lucerne Foods, Inc.
190. Lucky Stores (Utah locations)
191. Lutheran Charity Association, d/b/a Jamestown Regional Medical Center
192. Lynnfield Compounding Center, Inc.
193. Lynnfield Drug, Inc.
194. Madelia Health
195. Madison Health (formerly Madison Memorial Hospital)
196. Madison Healthcare Services, d/b/a Madison Hospital
197. Main Line Health
198. Marana Health Center, Inc.
199. Mariano's Fresh Market
200. Market Street
201. Mary Rutan Hospital
202. Mass General Brigham Incorporated
203. Matthews Property 1, LLC
204. Mayo Clinic (requested exclusion from the Taro settlement only)
205. May's Drug Stores
206. May's Drug Stores, Inc.
207. Medco Containment Insurance Company of NY
208. Medco Containment Life Insurance Company
209. MedCura Health Inc. (formerly Oakhurst Medical Centers, Inc.)
210. Medicenter
211. Med-X
212. Med-X Corporation
213. Meeker Memorial Hospital and Clinic
214. Memorial Hospital of Laramie County, d/b/a Cheyenne Regional Medical Center
215. Memorial Hospital of Sweetwater County
216. Memorial Sloan Kettering Cancer Center
217. Metro Market
218. Middlesex Health

219. Millcreek Community Hospital
220. Mille Lacs Health System
221. Montefiore Medical Center
222. Mount Nittany Health System
223. Murray County Medical Center
224. New Albertson's Inc.
225. New York-Presbyterian
226. North Memorial Health
227. North Olympic Healthcare Network
228. North Valley Health Center
229. Northern Itasca Hospital District, d/b/a Bigfork Valley
230. Northfield Hospitals + Clinics
231. Novant Health, Inc.
232. Nuvance Health
233. NYU Langone Hospitals
234. Ochsner Health
235. Olmsted Medical
236. Omnicare
237. OptumRx Group Holdings, Inc.
238. OptumRx Holdings, LLC
239. OptumRx, Inc.
240. Ortonville Area Health Services
241. Overtake Hospital Medical Center
242. Owen's
243. Owen's Supermarket
244. Ozarks Community Hospital
245. Pak 'N Sav
246. Paul's Market
247. Pavilions Place Randall's
248. Pay Less Super Markets
249. PeaceHealth
250. Peak Vista Community Health Centers
251. Penn Highlands Healthcare
252. Perham Health
253. Peyton's
254. Peyton's Fountain
255. Peyton's Mid-South Company
256. Peyton's Northern
257. Peyton's Phoenix
258. Peyton's-Southeastern, Inc.
259. Pick 'n Save
260. Pikeville Medical Center, Inc.
261. Postal Prescription Services
262. Prime Therapeutics Specialty Pharmacy

263. Prime Therapeutics Specialty Pharmacy LLC
264. Priority Healthcare Corporation
265. Priority Healthcare Distribution, Inc.
266. Providence St. Joseph Health
267. Pueblo Community Health Center, Inc.
268. QFC
269. Raley's of New Mexico
270. Ralphs
271. Ralphs Grocery Company
272. Randall's Food & Drugs LP
273. Ridgeview Medical Center
274. Rite Aid Corporation
275. Rite Aid Hdqtrs. Corp.
276. River's Edge Hospital
277. Riverview Healthcare Association
278. Riviera Brands
279. Roanoke Chowan Community Health Center
280. Roundy's Inc.
281. Ruler Foods
282. Rutherford County Primary Care Clinic, Inc., d/b/a Primary Care & Hope Clinic
283. RWJBarnabas Health
284. S&W Pharmacy
285. S&W Pharmacy, Inc.
286. Safeway
287. Safeway Food & Drug
288. Safeway Inc.
289. Sanford Health
290. Sav-On Drug
291. Scott's Foods
292. Scott's Pharmacy
293. Select Medical
294. Shands Jacksonville Medical Center, Inc.
295. Shands Teaching Hospital and Clinics, Inc.
296. Shasta Community Health Center
297. Shaw's Supermarkets, Inc.
298. Shawnee Health Service and Development Corporation
299. Shop-Rite, LLC
300. Simon David
301. Sleepy Eye Medical Center
302. Smith Drug
303. Smith Drug Company
304. Smith's Food & Drug Centers, Inc.
305. Smith's

306. South Big Horn County Hospital District, d/b/a Three Rivers Health
307. Specialty Products Acquisitions, LLC
308. St. Clair Health Corporation
309. St. Luke's Hospital of Duluth
310. St. Luke's University Health Network
311. St. Thomas Community Health Center
312. Stamford Health, Inc.
313. Star Market
314. Stigler Health & Wellness Center, Inc.
315. Sunrise R&D Holdings, LLC
316. Sunrise Technology LLC
317. Super D. Drugs Acquisition Co.
318. Super Saver Foods
319. Superior
320. Superior Acquisitions Limited
321. Superior Holdings Limited
322. Swift County-Benson Health Services
323. Syringa Hospital Districts
324. Tel-Drug of Pennsylvania, LLC
325. Tel-Drug, Inc.
326. The Chautauqua Center, Inc.
327. The Children's Hospital Corporation, d/b/a Boston Children's Hospital
328. The Kroger Co.
329. The Kroger Co. of Michigan
330. The Mount Sinai Hospitals Group, Inc.
331. The Vons Companies, Inc.
332. Thomas Jefferson University
333. TLC Corporate Services LLC
334. Tom Thumb Food & Drugs
335. Tri-Area Community Health
336. Tri-County Health Care
337. Trinity Home Care
338. UC Health
339. UHS of Delaware, Inc.
340. UM Health
341. UMass Memorial Health
342. United Express
343. United HealthCare Services, Inc.
344. United Hospital District, Inc.
345. United Supermarkets, LLC
346. University Health Systems of Eastern Carolina, Inc., d/b/a ECU Health
347. Upham's Comer Health Committee, Inc.
348. UPMC (University of Pittsburgh Medical Center)
349. USA Drug

- 350. USA/Super D Franchising
- 351. Valley Health
- 352. Valor Health
- 353. Vineyard Scripts
- 354. Vons
- 355. Vons Grocery Company
- 356. WakeMed Health & Hospital
- 357. Walgreen
- 358. Walgreen Co.
- 359. Walgreen Company
- 360. Walgreens
- 361. Welia Health
- 362. Wellpath LLC
- 363. West Tennessee Healthcare
- 364. White River Health System, Inc., d/b/a White River Medical Center
- 365. Winona Health Services

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: GENERIC PHARMACEUTICALS
PRICING ANTITRUST LITIGATION

MDL NO. 2724

16-MD-2724

THIS DOCUMENT RELATES TO:

HON. CYNTHIA M. RUFÉ

Direct Purchaser Class Plaintiffs' Actions

**[PROPOSED] ORDER GRANTING
MOTION BY DIRECT PURCHASER CLASS PLAINTIFFS FOR AN ORDER
PURSUANT TO PARAGRAPH 26 OF THIS COURT'S MAY 11, 2022 ORDER**

AND NOW, this ___ day of ___, 20___, upon consideration of Motion by Direct Purchaser Class Plaintiffs for an Order Pursuant to Paragraph 26 of the Court's May 11, 2022 Order, ECF No. 2093, it is hereby **ORDERED** that said Motion is **GRANTED** as follows:

1. The reimbursement of DPPs' expenses is hereby **APPROVED**. In accordance with Paragraph 26 of this Court's May 11, 2022 Order, DPPs may withdraw \$500,000 for payment of Administrative Expenses; and may withdraw an additional \$6,300,000 for reimbursement of expenses.
2. Service Awards to the Class Representatives are hereby **APPROVED**. DPPs may withdraw \$80,000 from the Settlement Fund to pay a \$20,000 Service Award to each Class Representative; and
3. A set-aside of one-third of the Sun and Taro Settlement Fund after deducting expenses and services awards and adding any accrued interest, for payment of any attorneys' fees subsequently awarded by this Court is hereby

APPROVED. Nothing in this Order is considered to be an admission or consent by any class member as to the reasonableness of any fee award that may be requested in the future, or waiver of any rights, including but not limited to the right to object to any fee award requested from the funds set aside pursuant to this Order.

BY THE COURT:

CYNTHIA M. RUFÉ, J.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: GENERIC PHARMACEUTICALS
PRICING ANTITRUST LITIGATION

MDL NO. 2724

16-MD-2724

THIS DOCUMENT RELATES TO:

HON. CYNTHIA M. RUFÉ

Direct Purchaser Class Plaintiffs' Actions

[PROPOSED] ORDER APPROVING DPPS' PLAN OF ALLOCATION

AND NOW, this ___ day of ___, 20___, upon consideration of Direct Purchaser Class Plaintiffs' Motion for Final Approval of (1) the Sun and Taro Settlements and (2) the Plan of Allocation (ECF No. ___), Direct Purchaser Plaintiffs' Proposed Plan of Allocation for the Settlement Class (ECF No. 2010-7) ("DPPs' Plan of Allocation") and the Declaration of Jeffrey J. Leitzinger Ph.D. Related to Proposed Allocation Plan (ECF No. 2010-9), it is hereby **ORDERED** that DPPs' Plan of Allocation is approved.

BY THE COURT:

CYNTHIA M. RUFÉ, J.