

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

---

**MYLAN PHARMACEUTICALS, INC., et al.**

**Plaintiff,**

**v.**

**WARNER CHILCOTT PUBLIC LIMITED  
COMPANY, et al.,**

**Defendants.**

---

**Civ. No. 12-3824  
CONSOLIDATED**

**SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (the “Settlement Agreement” or the “Settlement”) is made and entered into by and between defendants Warner Chilcott (US) LLC, Warner Chilcott Public Limited Company, Warner Chilcott Company LLC, Warner Chilcott Holdings Company III, Ltd., and Warner Chilcott Laboratories Ireland Limited by and through their counsel White & Case LLP (collectively “Warner Chilcott”), and Mayne Pharma Group Limited and Mayne Pharma International Pty. Ltd. by and through their counsel McCarter & English LLP (collectively, “Mayne”) (together “Defendants”); and Meijer, Inc., Meijer Distribution, Inc. (“Meijer”), Rochester Drug Co-Operative, Inc. (“RDC”), and American Sales Company, LLC (“ASC”) (together, “Plaintiffs”), individually and on behalf of the direct purchaser class (the “Class” or the “Direct Purchaser Class”) to be certified for purposes of this settlement only, by and through their counsel, Faruqi & Faruqi LLP, Hagens Berman Sobol Shapiro LLP, Berger & Montague P.C., and Grant & Eisenhofer P.A. (“Plaintiffs’ Counsel”), in their capacity as Interim Co-Lead Counsel for the Direct Purchaser Class in the above-captioned litigation. This

Settlement Agreement is intended by the parties hereto to fully, finally, and forever resolve, compromise, discharge, and settle the above-captioned case to the extent of (but only to the extent of) the claims of the Direct Purchaser Class (as defined in Paragraph 1 below), subject to the terms and conditions set forth herein. This Settlement Agreement is not intended by the parties to affect the above-captioned case to the extent of the claims of the proposed end-payor class, the claims of certain retailer plaintiffs who filed their own complaints in this matter (Walgreen Co., Safeway Inc., Supervalu Inc., HEB Grocery Co. LP, Rite Aid Corporation, Rite Aid Hdqtrs Corp., JCG (PJC), USA, LLC, and Maxi Drug, Inc., d/b/a Brooks Pharmacy, and Eckerd Corporation) (collectively, “Retailer Plaintiffs”), or claims of Mylan Pharmaceuticals, Inc. or its affiliates.

WHEREAS, Plaintiffs filed multiple lawsuits alleging that Warner Chilcott and Mayne engaged in a scheme to delay the approval and sale of generic versions of Doryx<sup>®</sup>, a brand name drug otherwise known as delayed-release doxycycline hyclate used to treat, *inter alia*, acne vulgaris;

WHEREAS, Plaintiffs’ claims were consolidated under the caption *Mylan Pharmaceuticals, Inc., et al. v. Warner Chilcott Public Limited Company, et al.*, Case No. 2:12-cv-03824-PD, before the United States District Court for the Eastern District of Pennsylvania (the “Court”) as a putative class action on behalf of a class of allegedly similarly-situated persons or entities who purchased Doryx<sup>®</sup> tablets directly from any of the Defendants at any time during the period July 2008 through the present (the “Direct Purchaser Class Action” or the “Action”);

WHEREAS, Defendants deny each and every one of Plaintiffs’ allegations, have not conceded or admitted any liability or that Plaintiffs’ claims timely were filed within the

applicable statutes of limitations, have not conceded or admitted the propriety of certification of any class in this Action for any purposes other than settlement, have not conceded or admitted the validity of any assignments under which any Plaintiffs pursue claims in the Action or the propriety or pursuing claims based on partial assignments, and have asserted a number of defenses to Plaintiffs' claims;

WHEREAS, Plaintiffs and Defendants agree that this Settlement Agreement shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by any Defendant, or of the truth of any of the claims or allegations alleged in the Direct Purchaser Class Action;

WHEREAS, Plaintiffs' Counsel have concluded, after extensive fact and expert discovery and investigation of the facts, and after carefully considering the circumstances of the Direct Purchaser Class Action, including the claims asserted in the Consolidated Amended Class Action Complaint, filed August 13, 2012 (the "Complaint"), and the possible and asserted legal and factual defenses thereto, that it would be in the best interests of the Direct Purchaser Class to enter into this Settlement Agreement in order to avoid the uncertainties of litigation, particularly complex litigation such as this, and to assure a benefit to the Direct Purchaser Class and further, that Plaintiffs' Counsel consider the Settlement set forth in this Settlement Agreement to be fair, reasonable, and adequate within the meaning of Fed. R. Civ. P. 23 and in the best interests of the Direct Purchaser Class;

WHEREAS, Defendants have concluded, despite their belief that they are not liable for the claims asserted and that they have good defenses thereto, that it would be in their respective best interests to enter into this Settlement Agreement to avoid the uncertainties

and additional costs of further litigation and to finally put to rest all claims relating to the Action;

WHEREAS, counsel for the Plaintiffs, on behalf of themselves and the proposed Direct Purchaser Class on the one hand, and counsel for Defendants on the other, have engaged in arm's-length settlement negotiations, including the use of a private mediator, and have reached this Settlement Agreement, subject to Court approval, which embodies all of the terms and conditions of the settlement between Plaintiffs, both individually and on behalf of the Direct Purchaser Class, and Defendants;

NOW THEREFORE, it is agreed by the undersigned, on behalf of Plaintiffs and the Direct Purchaser Class, on the one hand, and Defendants on the other, that the Direct Purchaser Class Action and all claims of Plaintiffs and the Class be settled, compromised and dismissed with prejudice as to Defendants (and, except as hereinafter provided, without costs as to Plaintiffs, the Direct Purchaser Class or Defendants), subject to Court approval, on the following terms and conditions:

1. **Class Certification.** Plaintiffs shall seek, and Defendants shall support, certification of the following Direct Purchaser Class for purposes of this settlement only:

All persons and entities in the United States who purchased Doryx<sup>®</sup> directly from one or more of the Defendants at any time from July 18, 2008 through December 31, 2013 (the "Class Period"). Excluded from the class are Defendants, their parents, employees, subsidiaries and affiliates, and federal government entities (the "Class").

Defendants represent that they have already provided Plaintiffs with data and information in their possession sufficient to identify the names and addresses of all direct purchasers, as well as data showing each direct purchaser's gross and net purchases of Doryx<sup>®</sup> during the Class Period, in dollars and units.

2. **Best Efforts to Effectuate This Settlement.** Counsel for the undersigned agree to recommend approval of this Settlement Agreement to the Court and to undertake their best efforts, including undertaking all actions contemplated by and steps necessary to effectuate this Settlement Agreement, to carry out the terms of this Settlement Agreement and to secure the prompt, complete, and final dismissal with prejudice of all claims in the Direct Purchaser Class Action. This includes Defendants' serving notice on those entities required to receive notice pursuant to 28 U.S.C. § 1715.

3. **Motion for Preliminary Approval of the Settlement.** As previously directed by the Court, Plaintiffs shall submit to the Court – and Defendants shall support – a motion (the “Motion”) requesting entry of an order certifying the Direct Purchaser Class, preliminarily approving the settlement, and authorizing dissemination of notice to the Direct Purchaser Class (the “Preliminary Approval Order”). The Motion shall:

(a) provide the definition of the Class to be certified by the Court pursuant to this Settlement Agreement;

(b) request preliminary approval of the Settlement as fair, reasonable and adequate within the meaning of Fed. R. Civ. P. 23;

(c) seek the appointment of the law firms of Faruqi & Faruqi LLP, Hagens Berman Sobol Shapiro LLP, Berger & Montague, P.C., and Grant & Eisenhofer P.A. as Plaintiffs' Counsel under Fed. R. Civ. P. 23(g);

(d) request a stay of all proceedings against Defendants in the Direct Purchaser Class Action, except those proceedings provided for or required by this Settlement Agreement; and

(e) seek approval for notice to the Class by means of direct first-class United States mail notice in the form substantially as set forth in Exhibit A hereto. Direct Purchaser Plaintiffs' Counsel will effectuate notice to the Class by first-class United States mail. Defendants shall not have any liability with respect to giving notice of this Settlement Agreement to members of the Class, including, but not limited to, the expense and cost of such notice.

(f) include a proposed form of order, which includes such provisions as are typical in such orders, including (a) a finding that the proposed plan of notice

complies with Rule 23 and the requirements of due process, and (b) a provision that if final approval of the settlement is not obtained, the settlement is null and void and the parties will revert to their positions ex ante without prejudice to their rights, claims, or defenses.

**4. Motion for Final Approval and Entry of Final Judgment.** If the Court preliminarily approves this Settlement Agreement, Plaintiffs shall submit – and Defendants shall support – a motion for final approval by the Court of this Settlement Agreement (“Final Approval Motion”) after notice has been disseminated to the Class pursuant to the Preliminary Approval Order. The Final Approval Motion shall be submitted to the Court within twenty-one (21) days after the Court-ordered deadline by which members of the Class may exclude themselves from the Class or object to the Settlement, and shall seek entry of an order and final judgment (“Final Approval Order”):

(a) finding this Settlement Agreement and its terms to be a fair, reasonable and adequate settlement as to Plaintiffs and the Direct Purchaser Class within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation pursuant to its terms;

(b) finding that all Class Members shall be bound by this Agreement, including the release provisions and covenant not to sue set forth in this Agreement;

(c) finding that notice given constitutes due, adequate and sufficient notice and meets the requirements of due process and the Federal Rules of Civil Procedure;

(d) incorporating the release set forth in Paragraphs 11 and 12 of this Agreement, and forever barring the Releasers from asserting any claims or liabilities related to the Action or any Released Claims against any of the Releasees as defined below;

(e) providing for the payment of reasonable attorneys’ fees and reimbursement of expenses from the Settlement Fund as described herein, based upon a motion seeking such fees filed sufficiently in advance of the Court-ordered deadline before which members of the Class may exclude themselves from the Class or object to the Settlement;

(f) providing for service awards from the Settlement Fund in the amount of \$50,000 each to Meijer, RDC, and ASC (the “Named Plaintiffs”) in

addition to whatever monies each may receive from the Settlement Fund pursuant to a Court-approved Plan of Allocation;

(g) directing that the Direct Purchaser Class Action be dismissed with prejudice as to Defendants and, except as provided for herein, without costs;

(h) determining that under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal with prejudice as to Defendants shall be final;

(i) retaining exclusive jurisdiction over the Settlement and the Settlement Agreement, including the administration and consummation of the Settlement; and

(j) directing that, for a period of five years, the Clerk of the Court shall maintain the record of those members of the Class who have timely excluded themselves from the Direct Purchaser Class (“Opt-Outs”) and that a certified copy of such records shall be provided to Defendants.

**5. Finality of Settlement.** This Settlement Agreement shall become final upon the occurrence of all of the following (the “Effective Date”):

(a) The Settlement is not terminated pursuant to Paragraphs 14(b) or 15 below;

(b) The Settlement and this Settlement Agreement are approved by the Court as required by Rule 23(e) of the Federal Rules of Civil Procedure;

(c) The Court enters the Final Approval Order, entering a final judgment of dismissal with prejudice against Plaintiffs and the members of the Direct Purchaser Class who have not timely excluded themselves from the Direct Purchaser Class Action (“Class Members”) as to Defendants; and

(d) The time for appeal from the Court’s signing of the Final Approval Order has expired or, if the Final Approval Order is appealed, it has been resolved by agreement and withdrawn by the appealing party, or if it has been affirmed by the court of last resort to which an appeal of such Final Approval Order may be taken.

**6. Settlement Payment.** Within thirty (30) days after the latter of the entry of the Preliminary Approval Order or receipt of wire transfer instructions from Plaintiffs’ Counsel, Defendant Warner Chilcott shall pay fifteen million dollars (\$15,000,000.00) (the “Settlement Amount”) to the designated account (the “Settlement Fund”), which shall be

held in escrow (the “Escrow Account”) subject to the terms and conditions of the escrow agreement attached hereto as Exhibit B, and in accordance with the provisions of Paragraphs 7, 16 and 19 below. Defendants shall not pay any additional amount at any time, whether for wire transfer fees or bank fees of any kind associated with the wire transfer of funds, interest, notice, administration, costs, attorneys’ fees, or otherwise, into the Escrow Account.

**7. The Settlement Fund.**

(a) Before the Court issues the Final Approval Order, disbursements for expenses associated with providing notice of the Settlement to the Class, expenses associated with administering the Settlement, and any payments and expenses incurred in connection with taxation matters relating to the Settlement and this Settlement Agreement (“Administration Expenses”) may be made from the Settlement Fund, and such amounts shall be refundable to Defendants in the event the Agreement is disapproved, terminated, or otherwise fails to become effective. Court approval shall not be required for disbursements or distributions of Administration Expenses for amounts (in the aggregate) of less than \$150,000. Otherwise, no disbursement from or distribution of the Settlement Fund shall be made without prior approval of the Court.

(b) At all times prior to the Effective Date, the Settlement Fund shall be invested as set forth in Paragraph 3 of the Escrow Agreement, in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Money Market Fund or a bank account insured by the Federal Deposit Insurance Corporation (“FDIC”) up to the guaranteed FDIC limit. After the Effective Date, the Settlement Fund shall be invested



pursuant to Paragraph 3 of the Escrow Agreement as directed in writing by Co-Lead Class Counsel: David F. Sorensen of Berger & Montague, P.C., Linda P. Nussbaum of Grant & Eisenhofer, P.A., Peter Kohn of Faruqi & Faruqi LLP, and Thomas P. Sobol of Hagens Berman Sobol Shapiro LLP. All interest earned on the Settlement Fund shall become and remain part of the Settlement Fund.

(c) After the Effective Date, the Settlement Fund shall be distributed in accordance with the Court-approved plan for such distribution.

(d) After making the payment described in Paragraph 6 above, Defendants shall have no responsibility whatsoever for the allocation or distribution of the Settlement Fund and shall not be responsible for any disputes relating to the amount, allocation, or distribution of any fees, costs or awards. Further, after making the payment described in Paragraph 6 above, Defendants shall not be liable for any additional payments to the Class or Plaintiffs' Counsel pursuant to this Settlement Agreement.

(e) Plaintiffs and Class Counsel shall be reimbursed and indemnified solely out of the Settlement Fund for all expenses. The Defendants shall not be liable for any costs, attorneys' fees, other fees, or expenses of any of Plaintiffs or the Class's respective attorneys, experts, advisors, agents, or representatives, but all such costs, fees and expenses as approved by the Court shall be paid out of the Settlement Fund.

**8. Supplemental Data Production by Direct Purchaser Class Plaintiffs.**

Within 90 days of the entry of the Preliminary Approval Order, the Named Plaintiffs shall produce to Defendants their (a) purchase data for those drugs for which production was agreed on May 29, 2013 (*e.g.*, doxycycline hyclate DR, doxycycline hyclate IR, doxycycline monohydrate, minocycline hydrochloride) and (b) sales data for branded and

generic forms of doxycycline hyclate DR, in both cases for transactions taking place after April 30, 2013. The Named Plaintiffs shall further supplement this production for transactions taking place after the Effective Date of this Settlement Agreement on a date to be agreed by the parties prior to any trial of this matter, and in no event later than May 1, 2014. The data shall include the same categories or fields of information as, and shall be produced in a format substantially similarly to, the data previously produced by the Named Plaintiffs in the Action. The Named Plaintiffs shall make available for interview and for trial those witnesses from the Named Plaintiffs who were deposed in this Action without necessity of subpoena.

**9. Full Satisfaction; Limitation of Interest and Liability.** Class Members shall look solely to the Settlement Fund for settlement and satisfaction against Defendants of all claims that are released hereunder. Except as provided by order of the Court, no Class Member shall have any interest in the Settlement Fund or any portion thereof.

**10. Attorneys' Fees, Expenses and Costs.**

(a) Plaintiffs' Counsel intend to seek, solely from the Settlement Fund, attorneys' fees of up to one third of the total Settlement Fund (including any interest accrued thereon), the reimbursement of reasonable costs and expenses incurred in the prosecution of the Actions, and service awards to the named Plaintiffs ("Fee and Expense Award"). Plaintiffs' Counsel shall file a motion for approval of the Fee and Expense Award ("Motion for Fee and Expense Award") after the Court has granted preliminary approval to the Settlement but sufficiently before the deadline set for filing of objections, and Defendants agree to take no position with respect to the Motion for Fee and Expense Award, or on any other application by Plaintiffs' Counsel for fees and/or expenses as may

be necessary to effectuate this Settlement Agreement. Defendants also agree not to oppose any request by Plaintiffs' Counsel that the Court order that any Fee and Expense Award be disbursed only to the Court appointed Co-Lead Counsel for the Class for allocation among the various counsel to the Class that have participated in this litigation. Plaintiffs' Counsel shall be reimbursed and paid solely out of the Settlement Fund for all such fees and expenses. In no event shall any Fee and Expense Award be paid before the Effective Date.

(b) The procedures for and the allowance or disallowance by the Court of the application by Plaintiffs' Counsel for attorneys' fees, costs and expenses to be paid out of the Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. Any order or proceeding relating to the Fee and Expense Application, or any appeal from any such order, shall not operate to terminate or cancel this Agreement, affect or delay the finality of the judgment approving settlement, or affect or delay the payment of the Fee and Expense Award as provided in Paragraph 10(a).

(c) If the Court's award of such fees and expenses is vacated, reversed, or reduced subsequent to the disbursement of any Fee and Expense Award, Plaintiffs' Counsel shall within ten (10) business days after receiving written notice from the Court or from Defendants of such vacatur, reversal, or reduction, make a refund to the Escrow Account in the amount of such vacatur, reversal, or reduction with interest, and further provided that if Plaintiffs and/or Defendants elect to terminate the Settlement Agreement pursuant to Paragraphs 14(b) or 15 below, Plaintiffs' Counsel shall within ten (10) business days after giving notice to or receiving notice from Defendants of such

rescission, make a refund to the Escrow Account in the amount of any such Fee and Expense Award with interest. The interest rate applicable to any refund made to the Escrow Account pursuant to this Paragraph shall be the same interest rate earned by the Settlement Fund during the period between the disbursement of Litigation Expenses and any refund required by this Paragraph. Plaintiffs' Counsel and their respective law firms shall be jointly and severally liable to each other, but not to any other Class Counsel or law firm, for such repayment.

**11. Releases and Covenants.** Upon the occurrence of the Effective Date and in consideration of payment of the Settlement Amount specified in Paragraph 6 above, Plaintiffs and all Class Members, on behalf of themselves and their respective past and present parents, subsidiaries, affiliates, officers, directors, employees, agents, attorneys, servants, representatives (and the parents' subsidiaries' and affiliates' past and present officers, directors, employees, agents, attorneys servants, and representatives), and their predecessors, successors, heirs, executors, administrators, and representatives (the "Releasers"), hereby release and forever discharge, and covenant not to sue Defendants and their past and present parents, subsidiaries, affiliates, officers, directors, employees, agents, attorneys, servants, representatives (and the parents' subsidiaries' and affiliates' past and present officers, directors, employees, agents, attorneys, servants, and representatives), and the predecessors, successors, heirs, executors, administrators and representatives of each of the foregoing (the "Releasees"), with respect to, in connection with, or relating to any and all past, present, or future liabilities, claims, demands, obligations, suits, injuries, damages, levies, executions, judgments, debts, charges, actions, or causes of action, at law or in equity, whether class, individual, or otherwise in nature,

and whether known or unknown, foreseen or unforeseen, suspected or unsuspected, contingent or non-contingent, arising out of or relating to purchases of Doryx<sup>®</sup> at any time prior to the Effective Date and arising under the Sherman Act, 15 U.S.C. §§ 1 & 2, *et seq.*, or any other federal or state statute or common law relating to antitrust or unfair competition (the “Released Claims”). The Released Claims include, but are not limited to, any and all claims relating to or arising out of the facts, occurrences, transactions, or other matters alleged or asserted in this Action, or that could have been alleged or asserted in this Action. However, this Settlement Agreement is not intended to release anyone other than the Releasees, is not on behalf of anyone other than the Releasors, and does not affect the claims of the proposed end-payor class, the claims of the Retailer Plaintiffs who filed their own complaints in this matter, or the claims of Mylan Pharmaceuticals, Inc. or its affiliates, nor is it intended to release any actual or potential claims described in Paragraph 13.

**12. Additional Release.** In addition, each Releasor hereby expressly waives and releases, upon the Settlement Agreement becoming final, any and all provisions, rights, and/or benefits conferred by § 1542 of the California Civil Code, which reads:

Section 1542. General Release; extent. 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;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims that are the subject matter of Paragraph 10. Nonetheless, upon the Effective Date each Releasor hereby expressly waives and fully, finally and forever settles and releases any known or unknown, foreseen

or unforeseen, suspected or unsuspected, contingent or non-contingent claim that is the subject matter of Paragraph 10, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

**13. Reservation of Claims.** The intent of this Settlement is to effect a complete and total resolution of this Action to the extent of the claims of the Direct Purchaser Plaintiff Class that were or could have been asserted relating to the allegations in this Action, but is not intended to release any claims arising in the ordinary course of business between Releasers and the Releasees arising under Article 2 of the Uniform Commercial Code (pertaining to sales), the laws of negligence or product liability or implied warranty, breach of contract, breach of express warranty, or personal injury, or other claims unrelated to the Doryx<sup>®</sup> antitrust allegations in this Action.

**14. Determination of Opt-Outs.**

(a) Within ten (10) business days after the Court-ordered deadline by which members of the Class may exclude themselves from the Class, Plaintiffs' Counsel shall serve on counsel for Defendants a list of all Opt-Outs who timely filed notices of exclusion.

(b) In the event that members of the class representing in the aggregate five (5) percent of total purchases of Doryx<sup>®</sup> (in dollars) directly from one or more of the Defendants during the Class Period submit requests for and are granted exclusion, Defendants shall have the right to terminate this Settlement Agreement within thirty (30) days of receipt of the list of exclusions. Exclusions granted to the Retailer Plaintiffs based on claims asserted prior to December 1, 2013 (*Walgreen Co., et al. v. Warner Chilcott Public Ltd. Co., et al.*, Civ. No. 13-658; *Rite Aid Corp., et al. v. Warner Chilcott Public*

*Ltd. Co., et al.*, Civ. No. 13-1644; and *Safeway Inc., et al. v. Warner Chilcott Public Ltd. Co., et al.*, Civ. No. 13-4542), shall not count towards the calculation of exclusions described in this Section.

(c) With respect to any potential Class Member who validly requests exclusion from the Class, including but not limited to the Retailer Plaintiffs, Defendants reserve all of their legal rights and defenses, including but not limited to any defenses relating to whether the excluded Class Member is a direct purchaser of Doryx<sup>®</sup> and/or has standing to bring any claim against Defendants. Nothing in this Settlement Agreement shall be deemed to constitute a waiver of any defense or argument by Defendants with respect to the Retailer Plaintiffs, the proposed end-payor class, Mylan Pharmaceuticals, Inc. and its affiliates, or any party other than the Releasors as described in this Settlement Agreement.

**15. Effect of Disapproval.**

(a) If the Court declines to approve this Settlement Agreement, or if such approval is set aside on appeal or materially modified, or if the Court does not enter the Final Approval Order in substantially the form provided for in Paragraph 4 herein, or if the Court enters the Final Approval Order and appellate review is sought, and on such review, such Final Approval Order is not affirmed or is affirmed with material modification, then this Settlement Agreement may be terminated upon the written election of Plaintiffs' Counsel or Defendants' counsel. For the avoidance of doubt, any order of the Court that (a) narrows or does not approve the scope of the release and covenant not to sue contemplated by this settlement, (b) purports to impose additional material obligations on Defendants, or (c) declines to enter a final judgment that meets the minimum requirements set forth in Paragraph 4 of this Agreement, or any order on review or appeal that would

have the foregoing effects, except as otherwise agreed to in writing by Defendants, constitutes a failure to grant final approval of this Agreement and confers on Defendants the right to terminate provided by this Paragraph.

(b) A modification or reversal on appeal of any amount of the Fee and Expense Award shall not be deemed a modification of all or a part of the terms of this Settlement Agreement or such Final Approval Order and shall not give rise to any right of termination.

**16. Reimbursement of the Settlement Fund Upon Termination.** If Plaintiffs or Defendants elect to terminate this Settlement Agreement pursuant to the provisions of Paragraphs 14(b) and/or 15 above, the Escrow Agent shall return the Settlement Fund – including any Fee and Expense Award paid to Plaintiffs’ Counsel and any Administrative Expenses previously disbursed from the Settlement Fund (the “Net Settlement Fund”) – to Defendants. Subject to Paragraph 9 of the Escrow Agreement, the Escrow Agent shall disburse the Net Settlement Fund to Defendants in accordance with this Paragraph within fifteen (15) business days after receipt of either (i) written notice signed by Plaintiffs’ Counsel and Defendants’ counsel stating that this Settlement Fund has been terminated, or (ii) any order of the Court so directing. If the Settlement Agreement is terminated pursuant to Paragraphs 14(b) and/or 15 above, any obligations pursuant to this Settlement Agreement (other than disbursement of the Net Settlement Fund to Defendants as set forth above) shall cease immediately and the releases set forth in Paragraphs 11 and 12 shall be null and void.

**17. Preservation of Rights.** The parties hereto agree that this Settlement Agreement, whether it becomes final or not, and any and all negotiations, documents and



discussions associated with it shall be without prejudice to the rights of any party (except to the extent provided herein), shall not be deemed or construed to be an admission or evidence of any violation of any statute or law (or lack thereof), of any liability or wrongdoing by Defendants (or lack thereof), or of the truth (or lack thereof) of any of the claims or allegations contained in the Complaint or any other pleading, and evidence thereof shall not be discoverable or used directly or indirectly, in any way (other than to effectuate or enforce the terms of this Settlement Agreement). The parties expressly reserve all of their rights if the Settlement does not become final in accordance with the terms of this Settlement Agreement.

**18. Resumption of Litigation in the Event of Termination.** The parties agree, subject to the Court's approval, that in the event that the Settlement Agreement is not approved by the Court, or the settlement does not become final pursuant to Paragraph 5 above, or if the Settlement Agreement is terminated pursuant to Paragraphs 14(b) and/or 15 above, litigation of the Action by Plaintiffs and the Direct Purchaser Class will resume, in a reasonable manner and on a reasonable timetable to be approved by the Court.

**19. Taxes.**

(a) Plaintiffs' Counsel shall be solely responsible for directing the Escrow Agent to file all informational and other tax returns necessary to report any taxable and/or net taxable income earned by the Settlement Fund. Further, Plaintiffs' Counsel shall be solely responsible for directing the Escrow Agent to make any tax payments, including interest and penalties due, on income earned by the Settlement Fund. Plaintiffs' Counsel shall be entitled to direct the Escrow Agent to pay customary and reasonable tax expenses, including professional fees and expenses incurred in connection with carrying out the

Escrow Agent's or tax preparer's responsibilities as set forth in this Paragraph, from the Escrow Account. Defendants shall have no responsibility to make any tax filings relating to this Settlement Agreement or the Settlement Fund, and shall have no responsibility to pay taxes on any income earned by the Settlement Fund, or to pay any taxes with respect thereto unless the settlement is not consummated and the Settlement Fund or the Net Settlement Fund is returned to Defendants. Other than as specifically set forth herein, Defendants shall have no responsibility for the payment of taxes or tax expenses. If for any reason, for any period of time, Defendants are required to pay taxes on income earned by the Settlement Fund, the Escrow Agent shall, upon written instructions from Defendants with notice to Plaintiffs' Counsel, timely pay to Defendants sufficient monies from the Settlement Fund to enable them to pay all taxes (state, federal, or other) on income earned by the Settlement Fund.

(b) For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "Administrator" of the Escrow Account shall be the Claims Administrator, who shall timely and properly file or cause to be filed on a timely basis, all tax returns necessary or advisable with respect to the Escrow Account (including without limitation all income tax returns, all informational returns, and all returns described in Treas. Reg. § 1.468B-2(1)).

(c) The parties to this Settlement Agreement and their counsel shall treat, and shall cause the Escrow Agent to treat, the Settlement Fund as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. The parties, their counsel, and the Escrow Agent agree that they will not ask the Court to take any action inconsistent with the treatment of the Escrow Accounts in this manner. In addition, the Escrow Agent

and, as required, the parties shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties and thereafter to cause the appropriate filing to occur. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Escrow Accounts being a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1.

**20. Binding Effect.** This Settlement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and to the Releasees. Without limiting the generality of the foregoing, each and every covenant and agreement herein by the Plaintiffs and their counsel shall be binding upon all Class Members.

**21. Integrated Agreement.** This Settlement Agreement, together with the schedules and exhibits hereto and the documents incorporated herein by reference, contains an entire, complete, and integrated statement of each and every term and provision agreed to by and among the parties hereto with respect to the transactions contemplated by this Agreement, and supersedes all prior agreements or understandings, whether written or oral, between or among any of the parties hereto with respect to the subject matter hereof. This Settlement Agreement shall not be modified in any respect except by a writing executed by all of the parties hereto.

**22. Independent Settlement.** This Settlement of the Direct Purchaser Class Action is not conditioned on approval by any other direct purchaser or settlement of any

other case. This Settlement of the Direct Purchaser Class Action is not conditioned on the disposition of the claims of the end-payor class, the claims of the Retailer Plaintiffs who filed their own complaints in this matter, or the claims of Mylan Pharmaceuticals, Inc. or its affiliates.

**23. Headings.** The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

**24. No Party is the Drafter.** None of the parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

**25. Choice of Law.** All terms of this Settlement Agreement shall be governed by and interpreted according to federal common law.

**26. Consent to Jurisdiction.** Defendants and each Class Member hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Eastern District of Pennsylvania for any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement, including, without limitation, any suit, action, proceeding or dispute relating to the release provisions herein.

**27. Representations and Warranties.** Each party hereto represents and warrants to each other party hereto that it has the requisite authority (or in the case of natural persons, the legal capacity) to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby.

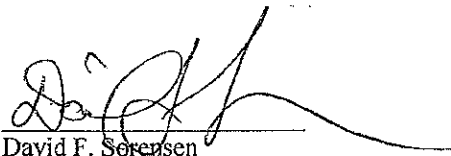
**28. No Admission.** Nothing in this Settlement Agreement shall be construed as an admission in any action or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body or any other body or authority, present or future, by Defendants, including, without limitation, that Defendants have engaged in any conduct or practices that violate any antitrust statute or other law.

**29. Notice.** Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication, or other document shall be provided by email or letter by overnight delivery to the counsel of record for Defendants or Plaintiffs' Counsel, respectively, the party to whom notice is being provided.

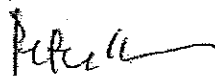
**30. Execution in Counterparts.** This Settlement Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto through their fully authorized representatives have agreed to this Settlement Agreement as of the date first herein above written.

Dated: December 24, 2013



David F. Sorensen  
BERGER & MONTAGUE, P.C.  
1622 Locust Street  
Philadelphia, PA 19103  
(215) 875-3000



Peter Kohn  
FARUQI & FARUQI, LLP  
101 Greenwood Ave., Suite 600  
Jenkintown, PA 19046  
(215) 277-5770



Linda P. Nussbaum  
GRANT & EISENHOFER P.A.  
485 Lexington Avenue, 29<sup>th</sup> Fl.  
New York, NY 10017  
(646) 722-8500

Thomas P. Sobol  
HAGENS BERMAN SOBOL SHAPIRO LLP  
55 Cambridge Parkway, Suite 301  
Cambridge, MA 02142  
(617) 482-3700

*Interim Co-Lead Plaintiffs' Counsel*

Dated: December 24, 2013

---

David F. Sorensen  
BERGER & MONTAGUE, P.C.  
1622 Locust Street  
Philadelphia, PA 19103  
(215) 875-3000



---

Peter Kohn  
FARUQI & FARUQI, LLP  
101 Greenwood Ave., Suite 600  
Jenkintown, PA 19046  
(215) 277-5770

---

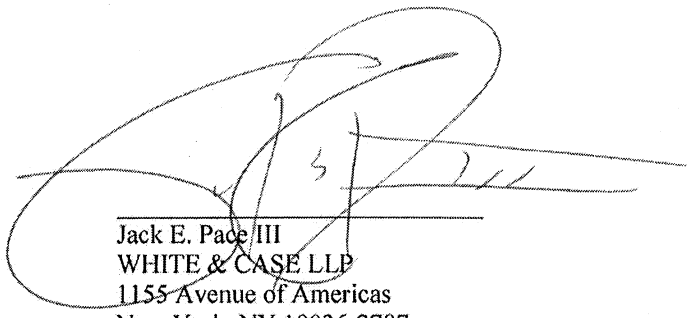
Linda P. Nussbaum  
GRANT & EISENHOFER P.A.  
485 Lexington Avenue, 29<sup>th</sup> Fl.  
New York, NY 10017  
(646) 722-8500



---

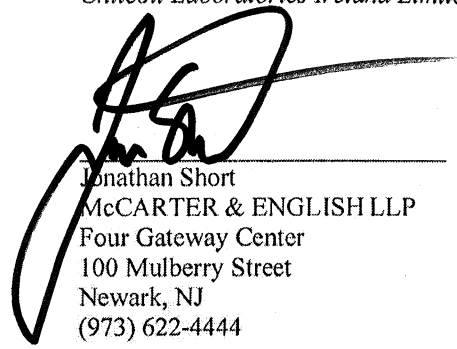
Thomas M. Sobol  
HAGENS BERMAN SOBOL SHAPIRO LLP  
55 Cambridge Parkway, Suite 301  
Cambridge, MA 02142  
(617) 482-3700

*Interim Co-Lead Plaintiffs' Counsel*



Jack E. Pace III  
WHITE & CASE LLP  
1155 Avenue of Americas  
New York, NY 10036-2787  
(212) 819-8200

*Counsel for Warner Chilcott Public Limited Company, Warner Chilcott Company, LLC, Warner Chilcott (US), LLC, Warner Chilcott Holding Company III, Limited, and Warner Chilcott Laboratories Ireland Limited.*



Jonathan Short  
McCARTER & ENGLISH LLP  
Four Gateway Center  
100 Mulberry Street  
Newark, NJ  
(973) 622-4444

*Attorneys for Mayne Pharma Group Limited and Mayne Pharma International Pty. Ltd.*



# **EXHIBIT A**

**If you bought Doryx® directly from Warner Chilcott, you could get a payment from a class action settlement.**

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

- The purpose of this notice is to alert you to the existence of a Class Action Lawsuit (the “Lawsuit”) brought by Direct Purchasers of Doryx® (delayed-release doxycycline hyclate) against Defendants Warner Chilcott (US) LLC, Warner Chilcott Public Limited Company, Warner Chilcott Company LLC, Warner Chilcott Holdings Company III, Ltd., and Warner Chilcott Laboratories Ireland Limited (collectively, “Warner Chilcott”), and Mayne Pharma Group Limited and Mayne Pharma International Pty. Ltd. (collectively, “Mayne”) (together “Defendants”), and giving you the opportunity to exclude yourself from the Lawsuit by taking action within 30 days of this Notice. The Lawsuit asserts that the Defendants violated antitrust laws relating to the sale of prescription pharmaceutical Doryx®. Defendants have denied any wrongdoing.
- This notice is also to inform you that a settlement with the Defendants has been reached and that the Court has certified, for purposes of settlement, a class of certain entities that purchased Doryx® directly from any of the Defendants at any time between July 18, 2008 and December 31, 2013 (the “Class” or the “Direct Purchaser Class”) that will receive a total of \$15 million to resolve the Class’s claims against the Defendants (the “Settlement Fund”).
- The Court has scheduled a hearing to decide upon Final Approval of the settlement, the plan for allocating the Settlement Fund to class members (summarized in question 8 below), and Class Counsel’s request for reimbursement of costs and payment of attorneys’ fees out of the Settlement Fund. That hearing is scheduled for [REDACTED] before U.S. District Court Judge Paul S. Diamond in Courtroom [REDACTED] at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>WHEN YOU RECEIVE A CLAIM FORM, PROMPTLY COMPLETE AND RETURN IT</b>	You do not need to do anything now to retain your right to seek a share of the settlement with the Defendants. But if the settlement with the Defendants is approved and you are a Class Member, you will need to complete, sign and return a Claim Form to obtain a share of the settlement.
<b>OBJECT</b>	If you object to the settlement, write to the Court about why you do not like the settlement.
<b>GETTING MORE INFORMATION</b>	If you would like to obtain more information about the settlement, you can send questions to the lawyers identified in this notice and/or ask to attend the hearing at which the Court will evaluate the settlement with the Defendants.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement with the Defendants. If the Court does not approve the settlement, the lawyers will need to prove the claims against the Defendants at trial.

## WHAT THIS NOTICE CONTAINS

### **BASIC INFORMATION .....PAGES 3-5**

1. Why did I get this notice?
2. What is this lawsuit about?
3. Why is this lawsuit a class action?
4. Has the Court identified Class Claims, Issues, or Defenses?
5. Why is there a settlement with the Defendants?

### **WHO IS IN THE CLASS AND SETTLEMENT ..... PAGE 5**

6. Am I part of the Class and the settlement with the Defendants?

### **THE SETTLEMENT BENEFITS - WHAT YOU GET.....PAGES 5-6**

7. What does the settlement with the Defendants provide?
8. How much will my payment be?
9. How can I get a payment?
10. When would I get my payment?

### **EXCLUDING YOURSELF FROM THE CLASS & THE SETTLEMENT ..... PAGE 7**

11. Can I get out of the settlement?
12. If I don't exclude myself, can I sue the Defendants for the same thing later?

### **HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM..... PAGE 7**

13. How can I get a payment?

### **THE LAWYERS REPRESENTING YOU ..... PAGE 8**

14. Do I have a lawyer in this case?
15. Should I get my own lawyer?
16. How will the lawyers be paid?

### **OBJECTING TO THE SETTLEMENT .....PAGES 8-9**

17. How do I tell the Court that I don't like the settlement with the Defendants?

### **THE COURT'S FAIRNESS HEARING.....PAGES 9-10**

18. When and where will the Court decide whether to approve the settlement?
19. Do I have to come to the hearing?
20. May I speak at the hearing?

### **IF YOU DO NOTHING ..... PAGE 10**

21. What happens if I do nothing at all?

### **GETTING MORE INFORMATION ..... PAGE 10**

22. How do I get more information?

## BASIC INFORMATION

### 1. Why did I get this notice?

You received this notice because according to available records, you may have purchased Doryx<sup>®</sup> tablets directly from any of the Defendants at some point between July 18, 2008 and December 31, 2013 and therefore you may be a member of the Class certified by the Court for purposes of settlement.

### 2. What is this lawsuit about?

Plaintiffs allege that Defendants violated federal antitrust laws by engaging in an unlawful scheme to delay or block the market entry of less expensive, generic versions of Doryx<sup>®</sup>. Plaintiffs allege that this unlawful scheme involved, among other things: (1) switching Doryx<sup>®</sup> from capsules to tablets (and removing the capsules from the market), (2) switching Doryx<sup>®</sup> from tablets of a lower strength to tablets of a higher strength, and (3) switching Doryx<sup>®</sup> from unscored tablets to scored tablets. Plaintiffs allege that Defendants did these things primarily, if not solely, to disrupt the AB-rated pharmacy substitution mechanism and thereby harm generic competition. Plaintiffs allege that the new Doryx<sup>®</sup> formulations offered no medical or clinical benefits over the existing formulations. A copy of the Plaintiffs' Consolidated Amended Class Action Complaint, filed August 13, 2012 (the "Complaint") is available at [www.faruqilaw.com](http://www.faruqilaw.com). Plaintiffs allege that Defendants' conduct violated the antitrust laws, and reduced competition from less expensive generic versions of Doryx<sup>®</sup>. Plaintiffs further allege that they and the other members of the Class were injured by losing the opportunity to purchase less expensive, generic versions of Doryx<sup>®</sup>.

The Defendants deny all these allegations, including that any Plaintiff or Class member is entitled to damages or other relief. The Defendants respond that each new version of Doryx<sup>®</sup> introduced by the Defendants was approved by the U.S. Food & Drug Administration as safe and effective and represented incremental innovation over older versions of Doryx<sup>®</sup>. Defendants also respond that none of their conduct violated any applicable law or regulation. The settlement is not an admission of wrongdoing by any of the Defendants. No trial has been held.

Following investigation of relevant facts, and the completion of fact discovery and partial completion of expert witness discovery, and following extensive negotiations utilizing an independent mediator, the class representatives, on behalf of the class, entered into a Settlement Agreement with the Defendants. The terms of the Settlement, which is subject to final approval by the Court, are set forth in written Settlement Agreement dated December 24, 2013 (the "Settlement Agreement"). The Settlement Agreement provides that Defendants will pay \$15 million in cash to the Class in exchange for a release of all claims against the Released Parties (as defined in the Settlement Agreement) related to the conduct alleged in the Class Action. The Settlement Agreement is available for review at [www.faruqilaw.com](http://www.faruqilaw.com). The Settlement Agreement contains the full text of the release for your review.

THE COURT HAS NOT DECIDED WHETHER THE DEFENDANTS VIOLATED ANY LAWS. THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF PLAINTIFFS' CLAIMS OR THE DEFENSES ASSERTED BY THE DEFENDANTS.

The class action is known as *Mylan Pharmaceuticals, Inc., et al. v. Warner Chilcott Public Limited Company, et al.*, No. 12-3824 (E.D. Pa.). Judge Paul S. Diamond of the United States District Court for the Eastern District of Pennsylvania is overseeing this class action.

### 3. Why is this lawsuit a class action?

In a class action, one or more entities called "Class Representatives" sue on behalf of other entities with similar claims. In this case, the Class Representatives are Meijer, Inc., Meijer Distribution, Inc., Rochester Drug Co-Operative, Inc., and American Sales Company, LLC.

The Class Representatives and the entities on whose behalf they have sued together constitute the "Class" or "Class Members." They are also called the "Plaintiffs." Their attorneys are called "Plaintiffs' Counsel" or "Class Counsel."

The companies that have been sued are called the Defendants. In this case, the Defendants are Warner Chilcott (US) LLC, Warner Chilcott Public Limited Company, Warner Chilcott Company LLC, Warner Chilcott Holdings Company III, Ltd., and Warner Chilcott Laboratories Ireland Limited (collectively, "Warner Chilcott"), and Mayne Pharma Group Limited and Mayne Pharma International Pty. Ltd. (collectively, "Mayne").

In a class action lawsuit, one court resolves the issues for everyone in the class, except for those class members who exclude themselves from the class. The Court, by order dated [REDACTED], certified a Class in this case for purposes of settlement. A copy of the Court's order may be found at [www.faruqilaw.com](http://www.faruqilaw.com).

The Court determined that, for purposes of settlement, this lawsuit can be a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Court has found that, for purposes of settlement:

- The number of Class members is so numerous that joining them all into one suit is impractical.
- Members of the Class share common legal or factual issues relating to the claims in this case.
- The claims of the Class Representatives are typical of the claims of the rest of the Class.
- The Class Representatives and the lawyers representing the Class will fairly and adequately protect the Class's interests.

- The common legal questions and facts predominate over questions affecting only individual members of the Class, and this class action will be more efficient than individual lawsuits.

#### 4. Has the Court identified Class Claims, Issues, or Defenses?

Judge Diamond has identified, for purposes of settlement, the following classwide issues:

(a) Whether the conduct challenged by the Class as anticompetitive in the Complaint constituted a conspiracy, attempted monopolization, or monopolization in violation of Section 2 of the Sherman Act, 15 U.S.C. § 2;

(b) Whether the conduct challenged by the Class as anticompetitive in the Complaint constituted a conspiracy in restraint of trade and violated Section 1 of the Sherman Act, 15 U.S.C. § 1;

(c) Whether Defendants' challenged conduct caused antitrust injury-in-fact to the Class, in the nature of overcharges; and

(d) The amount of overcharge damages, if any, owed to the Class in the aggregate under Section 4 of the Clayton Act, 15 U.S.C. § 4.

#### 5. Why is there a settlement with the Defendants?

The Plaintiffs and the Defendants were preparing to proceed with the litigation and eventually to go to trial, but they have now agreed to a settlement. By settling, both sides avoid the risk of trial and the continued costs of litigation. The Class obtains compensation and avoids the delays of continued litigation, and the risk that continued litigation ultimately would result in less or no compensation. The Class Representatives and Class Counsel believe that the proposed Settlement is fair, adequate, and reasonable and in the best interests of the Class.

### WHO IS IN THE CLASS AND SETTLEMENT

To see if you are in the Class, and if you will get money from the settlement with the Defendants, you first have to decide if you are a Class Member.

#### 6. Am I part of the Class and the settlement with the Defendants ?

You are in the Class if you are an entity in the United States that purchased Doryx<sup>®</sup> **directly** from any of the Defendants at any time between July 18, 2008 and December 31, 2013. Excluded from the Class are the Defendants, and their officers, directors, management, employees, subsidiaries, and affiliates, and all federal governmental entities.

If you are not sure whether you are included, you may call or write to the lawyers in this case at the telephone numbers or addresses listed in Question 14 below. If you wish to exclude yourself from the Class, please refer to Question 11.

### THE SETTLEMENT BENEFITS—WHAT YOU GET

#### 7. What does the settlement with the Defendants provide?

Defendants have agreed to pay \$15 million in cash into a Settlement Fund (which will include any interest that accrues). Plaintiffs' Counsel will apply to the Court for an award of attorneys' fees (of up to one-third of the Settlement Fund) and expenses, incentive awards to the Class Representatives of \$50,000 each for their services to the Class, a proportionate share of the interest, and payment for costs of administering the settlement from the fund. The remainder (the "Net Settlement Fund") will be divided among Class Members.

In exchange, the Defendants will be released and discharged from all antitrust and similar claims relating to Doryx®. The full text of the release is included in the Settlement Agreement, available at [www.faruqilaw.com](http://www.faruqilaw.com).

#### 8. How much will my payment be?

Your share of the Net Settlement Fund will depend on the amount of Doryx® you directly purchased from any of the Defendants between July 18, 2008 and December 31, 2013. Generally, those who purchased more Doryx® during that period will get a higher recovery.

Your share of the Net Settlement Fund will also depend on the number of valid claim forms that Class Members submit. If less than 100% of the Class sends in a claim form, you could get a larger *pro rata* share.

#### 9. How can I get a payment?

If the Settlement is approved by the Court, all Class Members will receive a Claim Form to request a *pro rata* share of the Settlement Fund. You may be asked to verify the accuracy of the information in the Claim Form, and to sign and return the form according to the directions on the form.

#### 10. When would I get my payment?

Payment is conditioned on several matters, including the Court's approval of the Settlement and upon any appeal being final (and no longer subject to any appeals to any court). Upon satisfaction of various conditions, the Net Settlement Fund will be allocated to Class Members as soon as possible after final approval has been obtained for the Settlement. The allocation will be on a *pro rata* basis pursuant to a Plan of Distribution that will be approved by the Court. If there is an appeal of the Settlement's 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 the Class Members. The Settlement Agreement may be terminated if the Court does not approve the Settlement or materially modifies it. If the Settlement Agreement is terminated, the Lawsuit will proceed as if the Settlement had not been reached.

## EXCLUDING YOURSELF FROM & CLASS AND THE SETTLEMENT

### 11. Can I get out of the settlement?

Yes, if you exclude yourself from the Class on or before the 30th day from the date of this Notice. To exclude yourself, you must send a letter via first class U.S. mail saying that you want to exclude yourself from the Direct Purchaser Class Action in *Mylan Pharmaceuticals, Inc., et al. v. Warner Chilcott Public Limited Company, et al.*, No. 12-3824 (E.D. Pa.). Be sure to include your name, address, telephone number, and your signature. Mail the exclusion to: Doryx® Direct Purchaser Antitrust Litigation Exclusions, c/o Rust Consulting, Inc., PO Box 8090 Faribault, MN 55021-9490. Your letter requesting exclusion must be postmarked no later than [REDACTED].

If you ask to be excluded from the Class, you will not get to share in the Settlement. You will not be legally bound by anything that happens in this Lawsuit, including the Settlement, and you may be able to sue (or continue to sue) Defendants in the future about the legal issues in this case.

If you exclude yourself so you can start or continue your own lawsuit against Defendants, you should talk to your own lawyer soon, because your claims will be subject to a statute of limitations, which means that your claims will expire if you do not take timely action. You need to contact your own lawyer about this issue.

If you do not exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants arising from the claims brought in this case. All of the Court's orders will apply to you and legally bind you. You will also be bound by the settlement with the Defendants, if the Court grants final approval, and the final judgment entered in the case.

### 12. If I don't exclude myself, can I sue Defendants for the same thing later?

No. If you remain in the Class and share in the Settlement, you give up your right to sue the Defendants. That is called "releasing" your claims and potential claims relating to your purchases of Doryx® from the Defendants. The full text of the release is included in the Settlement Agreement.

If you have your own pending lawsuit, speak to your lawyer in that case immediately, because you must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [REDACTED].

## HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

### 13. How can I get a payment?

**You do not need to do anything at this time to keep the right to seek a share of the total Settlement Fund.** However, you must complete, sign and return the Claim Form in order to receive a payment from the Net Settlement Fund. You will receive a claim form in the mail at a later date.



## THE LAWYERS REPRESENTING YOU

### 14. Do I have a lawyer in this case?

The lawyers listed below have been appointed by the Court as Class Counsel. They are experienced in handling similar cases against other companies. The lawyers are:

David F. Sorensen  
Berger & Montague, P.C.  
1622 Locust Street  
Philadelphia, PA 19103  
(215) 875-3000  
www.bergermontague.com

Linda P. Nussbaum  
Grant & Eisenhofer, P.A.  
485 Lexington Ave.  
New York, NY 10017  
(646) 722-8500  
www.gelaw.com

Peter Kohn  
Faruqi & Faruqi, LLP  
101 Greenwood Ave., Suite 600  
Jenkintown, PA 19046  
(215) 277-5770  
www.faruqilaw.com

Thomas P. Sobol  
Hagens Berman Sobol Shapiro LLP  
55 Cambridge Parkway, Suite 301  
Cambridge, MA 02142  
(617) 482-3700  
www.hbsslaw.com

### 15. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. However, if you wish to do so, you may retain your own lawyer at your own expense.

### 16. How will the lawyers be paid?

If the Court approves the Settlement, the Court will be asked to approve a fee to the lawyers of no more than one-third of the Settlement Fund (including accrued interest) plus reimbursement to the lawyers for the costs and expenses they have paid. You will not have to pay these fees, costs and expenses out of your own pocket. If the Court grants Class Counsel's requests, these amounts would be deducted from the Settlement Fund. Class Counsel also will apply for incentive or service awards to the Class Representatives for their services to the Class of **\$50,000** each. Class Counsel's application for an award of attorneys' fees, reimbursement of expenses and incentive awards to the Class Representatives will be filed with the Court and made available for download and/or viewing on or before , 2014 on [www.faruqilaw.com](http://www.faruqilaw.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 SETTLEMENT

You can tell the Court that you do not agree with the settlement with the Defendants or some part of it, and/or the application for attorneys' fees, costs, and expenses, and/or the service awards. If you exclude yourself from the Class, however, you cannot object to the settlement or application for fees, costs, expenses and service awards.

## 17. How do I tell the Court that I do not like the settlement with the Defendants ?

If you are a Class Member (and have not excluded yourself), you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter via first class U.S. mail saying that you object to the settlement in the Direct Purchaser Class Action in *Mylan Pharmaceuticals, Inc., et al. v. Warner Chilcott Public Limited Company, et al.*, No. 12-3824 (E.D. Pa.). Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. Mail the objection to all of the following:

David F. Sorensen  
Berger & Montague, P.C.  
1622 Locust Street  
Philadelphia, PA 19103  
(215) 875-3000  
www.bergermontague.com

Linda P. Nussbaum  
Grant & Eisenhofer, P.A.  
485 Lexington Ave.  
New York, NY 10017  
(646) 722-8500  
http://www.gelaw.com

Peter Kohn  
Faruqi & Faruqi, LLP  
101 Greenwood Ave., Suite 600  
Jenkintown, PA 19046  
(215) 277-5770  
www.faruqilaw.com

Thomas P. Sobol  
Hagens Berman Sobol Shapiro LLP  
55 Cambridge Parkway, Suite 301  
Cambridge, MA 02142  
(617) 482-3700  
www.hbsslaw.com

J. Mark Gidley  
White & Case LLP  
701 Thirteenth Street, NW  
Washington, DC 20005-3807  
(202) 626-3600  
www.whitecase.com

Jonathan Short  
McCarter & English, LLP  
Four Gateway Center  
100 Mulberry Street  
Newark, NJ 07102  
(973) 622-4444  
www.mccarter.com

Your objection **must be postmarked no later than**                     .

### THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement with the Defendants. You may attend and, if you have not excluded yourself from the Class, you may ask to speak, but you do not have to.

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

The Court will hold a Fairness Hearing at \_\_\_ on                     , in Courtroom      at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797. At this hearing, the Court will consider whether the settlement with the Defendants is fair, reasonable and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long the decision will take.

## 19. Do I have to come to the hearing?

No. Class Counsel will answer questions that Judge Diamond may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. So long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

Moreover, attendance is not necessary to receive a *pro rata* share of the Net Settlement Fund.

**20. 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 *Mylan Pharmaceuticals, Inc., et al. v. Warner Chilcott Public Limited Company, et al.*, No. 12-3824 (E.D. Pa.)” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than \_\_\_\_\_, 2013, and must be sent to the Clerk of the Court, Class Counsel and Defendants’ counsel, at the addresses set forth in the response to question 17. You cannot speak at the hearing if you excluded yourself as a Class Member.

**IF YOU DO NOTHING**

**21. What happens if I do nothing at all?**

If you are a Class Member and you do nothing, you will participate in the settlement as described in this notice, if the settlement is 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.

**GETTING MORE INFORMATION**

**22. How do I get more information?**

If you have questions about this case or want to get additional information, you may call or write to the lawyers listed in answer to Question 14 or visit the website [www.faruqilaw.com](http://www.faruqilaw.com). This is only a summary of the proposed settlement and is qualified in its entirety by the terms of the actual Settlement Agreement. A copy of the Settlement Agreement, including the releases, is on public file with the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797 during normal business hours and is also available for download and/or viewing on [www.faruqilaw.com](http://www.faruqilaw.com).

**PLEASE DO NOT WRITE OR CALL THE COURT  
OR THE CLERK’S OFFICE FOR INFORMATION.**

DATE: \_\_\_\_\_, 2014

BY THE COURT

\_\_\_\_\_  
Honorable Paul S. Diamond  
United States District Judge

# **EXHIBIT B**

## ESCROW AGREEMENT

This Escrow Agreement dated December 24, 2013, is made among Peter Kohn of Faruqi & Faruqi LLP, Thomas P. Sobol of Hagens Berman Sobol Shapiro LLP, David F. Sorensen of Berger & Montague P.C., and Linda P. Nussbaum of Grant & Eisenhofer, P.A. (“Co-Lead Class Counsel”), as counsel for Meijer, Inc., Meijer Distribution, Inc. (“Meijer”), Rochester Drug Co-Operative, Inc. (“RDC”), and American Sales Company, LLC (“ASC”) (together, “Plaintiffs”), individually and on behalf of the direct purchaser class (the “Class” or the “Direct Purchaser Class”), and the undersigned counsel for the Defendants Warner Chilcott (US) LLC, Warner Chilcott Public Limited Company, Warner Chilcott Company LLC, Warner Chilcott Holdings Company III, Ltd., and Warner Chilcott Laboratories Ireland Limited (collectively, “Warner Chilcott”), and Mayne Pharma Group Limited and Mayne Pharma International Pty, Ltd. (collectively, “Mayne”) (together “Defendants”) (“Defendants’ Counsel”), The Huntington National Bank, as escrow agent (“Escrow Agent”), and Rust Consulting, Inc., as settlement administrator (“Settlement Administrator”).

### Recitals

A. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Settlement Agreement between the Class and Defendants dated December 24, 2013 (“Settlement Agreement”), entered into by, among others, Co-Lead Class Counsel on behalf of the Plaintiffs and the Class, and Defendants’ Counsel on behalf of the Defendants.

B. This Escrow Agreement governs the deposit, investment and disbursement of the funds that, pursuant to the Settlement Agreement, will be paid to settle only the direct purchaser class action that was consolidated with other Doryx<sup>®</sup> antitrust lawsuits that together were captioned *Mylan Pharmaceuticals, Inc., et al. v. Warner Chilcott Public Limited Company, et al.*, No. 12-3824 (the “Direct Purchaser Class Action”) pending in the United States District Court for the Eastern District of Pennsylvania (the “Court”) with respect to the Defendants.

C. Plaintiffs and the Class on the one hand, and Defendants on the other hand, by and through their respective counsel, have entered into the Settlement Agreement wherein they agreed, subject to the final approval of the Court, that the claims asserted by Plaintiffs and the Class against Defendants in the Direct Purchaser Class Action be dismissed with prejudice in exchange for, *inter alia*, payment by Defendants of the Settlement Payment, as set forth in Paragraph 6 of the Settlement Agreement.

D. The Settlement Payment, together with any interest accrued thereon, is to be deposited into escrow and used to satisfy payments to Class Members who submit valid and timely claim forms; payments for attorneys’ fees, costs and expenses awarded; any incentive awards; payments for tax liabilities; and other costs pursuant to the terms of the Settlement Agreement.

E. In Consideration of the foregoing and the mutual covenants and considerations herein, the parties agree as follows:

### **Agreement**

1. **Appointment of Escrow Agent.** The Escrow Agent is hereby appointed to receive, deposit and disburse the Settlement Payment upon the terms and conditions provided in this Escrow Agreement, the Settlement Agreement and any other exhibits or schedules later annexed hereto and made a part hereof. Huntington National Bank hereby accepts such appointment.

2. **The Escrow Account.** The Escrow Agent shall establish and maintain an escrow account titled as Doryx Direct Purchaser Antitrust Litigation Settlement Fund (Account Number 1087193959) (the “Escrow Account”). Pursuant to Paragraph 6 of the Settlement Agreement, the Defendants shall cause the Settlement Payment to be deposited into the Escrow Account within thirty (30) days of the latter of the entry of the Preliminary Approval Order pursuant to Paragraph 3 of the Settlement Agreement or receipt of wire transfer instructions from Co-Lead Class Counsel. Escrow Agent shall receive the Settlement Payment from the Defendants and deposit such funds into the Escrow Account. The Settlement Payment and all interest accrued thereon shall be referred to herein as the “Settlement Fund.” The Settlement Fund shall be held and invested on the terms and subject to the limitations set forth herein, and shall be released by Escrow Agent in accordance with the terms and conditions set forth in this Escrow Agreement, in the Settlement Agreement, and in orders of the Court approving the disbursement of the Settlement Fund.

3. **Investment of Settlement Fund.** At all times prior to the Effective Date (as is set forth in paragraphs 5 and 7 of the Settlement Agreement) Escrow Agent shall invest the Settlement Fund exclusively in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Money Market Fund or a bank account insured by the Federal Deposit Insurance Corporation (“FDIC”) up to the guaranteed FDIC limit. After the Effective Date, the Settlement Fund shall be invested as directed in writing by a majority of Co-Lead Class Counsel: Peter Kohn of Faruqi & Faruqi LLP, 101 Greenwood Ave. #600, Jenkintown, PA 19046; David F. Sorensen, Esq. of Berger & Montague, P.C., 1622 Locust Street, Philadelphia, PA 19103; Linda P. Nussbaum, Esq. of Grant & Eisenhofer, P.A., 485 Lexington Ave., New York, NY 10017; and Thomas P. Sobol of Hagens Berman Sobol Shapiro LLP, 55 Cambridge Parkway, Suite 301, Cambridge, MA 02142. The term of any such investment by the Escrow Agent shall not exceed 90 days. All interest earned on the Settlement Fund shall become part of the Settlement Fund. The Escrow Agent shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates.

4. **Redemption.** The Escrow Agent may sell or present for redemption any investment described in paragraph 3 above, whenever it is necessary to provide funds to meet any payment required under this Escrow Agreement.

5. Escrow Funds Subject to Jurisdiction of the Court. The Settlement Fund shall remain subject to the jurisdiction of the Court until such time as the Fund shall be distributed, pursuant to the Settlement Agreement and subject to further order(s) of the Court.

6. Tax Treatment & Report. Provided the Court preliminarily approves the Settlement Agreement, the Settlement Administrator shall comply with all requirements applicable to the Settlement Fund as a “Qualified Settlement Fund” within the meaning of Section 1.468B-1 of the Treasury Regulations. The Settlement Administrator’s obligations under this paragraph 6 include, without limitation, the following:

- (a) The Settlement Administrator will prepare a “Regulation Section 1.468B-3 Statement” pursuant to Treasury Regulation Section 1.468B-3(e) on behalf of Defendants and provide copies to Defendants’ Counsel for review and approval.
- (b) The Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provision of this Paragraph, including the “Regulation Section 1.468B-1 Relation Back Election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and therefore to cause the appropriate filing to occur.
- (c) The Settlement Administrator will prepare and attach to the Settlement Fund’s first income tax return a Regulation Section 1.468B-1 Relation Back Election pursuant to Treasury Regulation Section 1.468B-1(j) for execution by Defendants and the Settlement Administrator. The Settlement Administrator will promptly forward a copy of the “Regulation Section 1.468B-1 Relation Back Election” to Defendants’ Counsel within 30 days after the date hereof.
- (d) The Settlement Administrator shall timely prepare and file on behalf of the Settlement Fund (i) federal tax returns in accordance with Section 1.468B-2 of the Treasury Regulations and the other provisions of the Internal Revenue Code of 1986, as amended (the “Code”) and (ii) all necessary state, local and foreign tax returns.
- (e) Notwithstanding any effort, or failure, of the Settlement Administrator and the parties to treat the Settlement Fund as a “Qualified Settlement Fund” within the meaning of Section 1.468B-1 of the Treasury regulations effective as of the date hereof, any additional tax liability, interest or penalties incurred by Defendants resulting from income earned by the Settlement Fund (or the receipt of any payment under this paragraph 6(d)) shall be reimbursed from the Settlement Fund in the amount of such additional tax liability, interest or penalties upon Defendants’ written request to the Settlement Administrator. The Escrow Agent shall withdraw from the Settlement Fund (i) at the request of the Settlement Administrator, monies to pay all the applicable federal, state, local, and foreign taxes which the Settlement Fund owes or is

estimated to owe, as well as related expenses, and (ii) monies to pay any reimbursements to Defendants as described in this subparagraph (d).

7. Tax Payments of Settlement Fund. All Taxes with respect to the Settlement Fund, as more fully described in the Settlement Agreement in Paragraph 19, shall be treated as and considered to be a cost of administration of the Settlement Fund. The Settlement Administrator shall timely pay such Taxes out of the Settlement Fund, as appropriate, without prior order of the Court, as directed by a majority of Co-Lead Class Counsel. The Settlement Administrator shall be responsible for the timely and proper preparation and delivery of any necessary documentation for signature by all necessary parties, and the timely filing of all tax returns and other tax reports required by law. The fees and costs of the Settlement Administrator in the preparation of any tax returns, tax reports, or the calculation of any tax payments due as set forth in Sections 6 and 7 (“Tax Expenses”), shall be paid from the Settlement Fund. Neither Defendants nor any other Releasee nor their respective counsel shall have any liability or responsibility for the Taxes or Tax Expenses, for preparing tax returns, tax reports, or calculation of any tax payments, or for obtaining or maintaining the tax status desired for the Settlement Fund. The Settlement Fund shall indemnify and hold the Defendants harmless for any taxes that may be deemed to be payable by the Defendants by reason of the income earned on the Settlement Fund, and Escrow Agent shall at the direction of the Settlement Administrator and/or Co-Lead Class Counsel be responsible to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts, including establishing such reserves as are necessary to cover the tax liabilities of the Settlement Fund and the indemnification obligations imposed by this paragraph (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). If the Settlement Fund is returned to the Defendants pursuant to the terms of the Settlement Agreement, the Defendants shall provide Escrow Agent with a properly completed Form W-9.

8. Disbursement Instructions

(a) Before the Effective Date, the Escrow Agent may, upon written authorization of the undersigned counsel acting jointly, withdraw from the Settlement Fund disbursements sufficient to pay costs and expenses of notice to the Settlement Classes, costs of the Settlement Administrator, and expenses payable by the Escrow Agent on behalf of the Settlement Fund. After the Effective Date, such authorization may be granted by a majority of Co-Lead Class Counsel alone. Co-Lead Class Counsel is authorized, after obtaining approval of Defendants’ Counsel, to appoint, and shall appoint, an administrator (and any successors) for the Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3). The Court has appointed Rust Consulting, Inc., as the Settlement Administrator. Co-Lead Class Counsel shall be responsible for assuring that the Settlement Administrator qualifies as an “administrator” of the Settlement Fund within the meaning of Treasury Regulation 1.468B-2(k)(3) and is performing its duties thereunder. Defendants shall have no responsibility for any fees of the Settlement Administrator, nor shall Defendants have any other liability for or on account of the performance of the Settlement Administrator.

(b) Other than those distributions contemplated herein to pay taxes and costs of notice and administration as described in paragraph 7 and subparagraph 8(a) hereof,



distributions from the Settlement fund may be made only after the Effective Date, as authorized by Court order. In addition upon the Effective Date, a majority of Co-Lead Class Counsel shall have the authority, in accordance with paragraph 11(g), to appoint a Successor Escrow Agent and direct that all funds be transferred to the Successor Escrow Agent, which Successor Escrow Agent shall not be a Defendant or an affiliate of a Defendant. Upon the Effective Date, Defendants' interest in the Settlement Fund shall cease in its entirety.

(c) In the event funds transfer instructions are given (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile, e-mail, telecopier or otherwise, Escrow Agent will seek confirmation of such instructions by telephone call back to the person or persons designated in subparagraphs (a) and (b) above only if it is reasonably necessary, and Escrow Agent may rely upon the confirmations of anyone purporting to be the person or persons so designated. It will not be reasonably necessary to seek confirmation if Escrow Agent receives a written letter authorizing a disbursement from the law firms required in subparagraphs (a) and (b), as applicable, signed or electronically signed by one the required persons designated in subparagraphs (a) and (b). To assure accuracy of the instructions it receives, Escrow Agent may record such call backs. If Escrow Agent is unable to verify the instructions, or is not satisfied with the verification it receives, it shall not execute the instruction until all issues have been resolved. The persons and telephone numbers for call backs may be validly changed only in a writing that (i) is signed by the party changing its notice designations, and (ii) is received and acknowledged by Escrow Agent. Co-Lead Class Counsel and Defendants' Counsel agree to notify Escrow Agent of any errors, delays or other problems within 30 days after receiving notification that a transaction has been executed. If it is determined that the transaction was delayed or erroneously executed as a result of Escrow Agent's error, Escrow Agent's sole obligation is to pay or refund the amount of such error and any amounts as may be required by applicable law. Any claim for interest payable will be at the then-published rate for United States Treasury Bills having a maturity of 91 days.

9. Termination of Settlement. In the event that the Settlement Agreement does not become effective or final or is terminated for any reason, the Escrow Agent shall, subject only to expiration of any time deposit investment(s) not to exceed ninety days, return the remaining balance of the Settlement Fund to Defendants pursuant to Paragraph 16 of the Settlement Agreement, including all interest thereon, less any amounts disbursed or approved to be disbursed for Class Notice, claims processing, and or any costs and expenses referred to in paragraph 10 hereof.

10. Fees. For all services rendered by Escrow Agent pursuant to this Escrow Agreement, Escrow Agent shall charge a flat fee of \$0. In the event that a portion of the Settlement Fund is invested in T-Bills, Escrow Agent shall charge an annual fee of 3 basis points (0.03%) for the T-Bill purchase transactions, which shall be due at the time of purchase transactions. The purchase or sale of multiple T-Bills at one time shall constitute one transaction. There shall be no charge for T-Bill sale transactions. The Escrow Agent shall be reimbursed for all its reasonable out-of-pocket expenses, including attorneys fees, travel expenses, telephone and facsimile transmission costs, postage (including express mail and overnight delivery charges), copying charges and the like. All fees and expenses of Escrow Agent shall be paid solely from the Settlement Fund. All such fees and expenses shall constitute

a direct charge against the Settlement Fund. The Escrow Agent may pay itself such fees from the Settlement Fund only after such fees have been approved for payment, in writing, by a majority of Co-Lead Class Counsel. Escrow Agent shall notify Co-Lead Class Counsel of any disbursement from the Settlement Fund to itself and shall furnish copies of all related invoices and other statements. If Escrow Agent is asked to provide additional services, such as the preparation and administration of payments issued to class members who submit a valid and timely claim form, a separate agreement and fee schedule will be entered into.

The Escrow Agent is authorized to, and may, disburse to itself from the Settlement Fund, from time to time, the amount of reimbursement of out-of-pocket expenses payable hereunder. The Escrow Agent shall notify the undersigned counsel of any disbursement from the Settlement Fund to itself and shall furnish the undersigned counsel copies of all related invoices and other statements. After the Effective Date, such notification need be provided only to Co-Lead Class Counsel.

11. Duties, Liabilities and Rights of Escrow Agent. This Escrow Agreement sets forth all of the obligations of Escrow Agent, and no additional obligations shall be implied from the terms of this Escrow Agreement or any other agreement, instrument or document.

(a) The Escrow Agent has been appointed in compliance with the Settlement Agreement and is subject to Orders of the Court.

(b) The Escrow Agent is and shall be independent, provided that as parties hereto, Plaintiffs, the Class and Defendants shall be entitled to institute actions to compel or require performance by the Escrow Agent of its obligations hereunder. The Escrow Agent hereby agrees to submit to jurisdiction and venue of the Court with respect to issues relating to the Settlement Fund for purposes of enforcement, clarification, or amendment of the provisions of this Escrow Agreement, and to comply with all directions given by the Court.

(c) The Escrow Agent shall, upon request of any party, advise counsel for the parties of any maturities, conversion privileges, and other matters of a like manner concerning the investments held in accordance with this Escrow Agreement.

(d) The Escrow Agent shall, upon request of any party, furnish to counsel for the parties statements of transactions, which statements shall be certified by the Escrow Agent.

(e) The parties reserve the right to modify this Escrow Agreement upon written agreement of all parties other than the Escrow Agent, except any modification which shall affect the duties or responsibilities of the Escrow Agent may be made only upon written agreement of all parties including the Escrow Agent.

(f) The Escrow Agent shall treat the fact of the settlement and Settlement Agreement referred to herein, as well as all facts or other information pertaining to the Settlement Agreement, as confidential and shall not disclose or use such information in any way other than as necessary to fulfill its role as Escrow Agent.

(g) The appointment of the Escrow Agent under this Escrow Agreement may be revoked at any time, and the Escrow Agent shall thereby become discharged from the obligations hereby created subsequent to the date of discharge, by notice in writing given to the Escrow Agent not less than 30 days before such removal is to take effect. Prior to the Effective Date, such notice of revocation or appointment must be given by undersigned counsel acting jointly; after the Effective Date, such notice may be given by a majority of Co-Lead Class counsel alone. Upon approval of the Court, and subject to the arrangements being made for a replacement Escrow Agent as specified in the next sentence, the Escrow Agent may terminate this Escrow Agreement by notice in writing given to the undersigned counsel not less than 30 days before such termination is to take effect, and thereby become discharged from the obligations hereby created subsequent to the date of termination. In the event that the Escrow Agent's appointment is revoked or the Escrow Agent terminates this Escrow Agreement, arrangements shall be made for a replacement Escrow Agent, who shall assume the Escrow Agent's duties hereunder as of the date and time that the replacement is to take effect. Before the Effective Date, such arrangements shall (absent written agreement otherwise by all undersigned counsel) be a national banking association with trust powers; after the Effective Date, such arrangements may be made by a majority of Co-Lead Class counsel alone.

(h) Escrow Agent may act in reliance upon any instructions, notice, certification, demand, consent, authorization, receipt, power of attorney or other writing delivered to it by a majority of Co-Lead Class Counsel or the representatives for the Defendants' Counsel (listed in paragraph 14), as provided herein, without being required to determine the authenticity or validity thereof or the correctness of any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment or order. Escrow Agent may act in reliance upon any signature which is reasonably believed by it to be genuine, and may assume that such person has been properly authorized to do so.

(i) Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected to the extent Escrow Agent acts in accordance with the reasonable opinion and instructions of counsel.

(j) The Escrow Agent, or any of its affiliates, is authorized to manage, advise, or service any money market mutual funds in which any portion of the Settlement Fund may be invested.

(k) Escrow Agent is authorized to hold any Treasury bills held hereunder in its Federal Reserve account.

(l) Escrow Agent shall not bear any risks related to the investment of the Settlement Fund in accordance with the provisions of paragraph 3 of this Escrow Agreement, except for liability, damage or losses arising out of its negligence or misconduct as adjudicated by a court of competent jurisdiction.

(m) Upon distribution of all of the funds in the Escrow Account pursuant to the terms of this Escrow Agreement and any orders of the Court, Escrow Agent shall be relieved of any and all further obligations and released from any and all liability under this Escrow Agreement, except as otherwise specifically provided herein.

(n) Within 10 business days of Defendants' depositing the Settlement Funds with the Escrow Agent, and at the end of each calendar year quarter thereafter, the Escrow Agent shall provide documentation to Defendants' Counsel and Plaintiffs' Co-Lead Counsel showing that the Escrow Account has been established and is being maintained in the form specified, and the Settlement Funds invested as specified, in paragraph 3 above.

(o) If the Escrow Agent is uncertain as to its duties or rights under this Escrow Agreement, or receives instructions, claims or demands from a party to the Escrow Agreement or any third party, that in its opinion, conflict with the terms of this Escrow Agreement, it may refrain from taking action in connection with the Settlement Fund with respect to which such uncertainty or conflict exists, until it is able to obtain a resolution of the issue pursuant to this Section. The Escrow Agent shall notify Co-Lead Class Counsel and Defendants' Counsel of the duties or rights to which it is uncertain. During the period in which the issue remains unresolved, the Escrow Agent's sole obligation with respect to the portion of the Settlement Fund that is the subject of the dispute shall be to keep safely such funds and related books and records it holds under this Escrow Agreement; provided, that with respect to any portion of the Settlement Fund as to which there is no dispute, the Escrow Agent shall be bound by the terms and conditions of this Escrow Agreement.

(p) The Escrow Agent shall be indemnified by the Settlement Fund, and held harmless against, any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, and liabilities, arising out of or based upon any act, omission, alleged act or alleged omission by the Escrow Agent or any other cause, in any case in connection with the acceptance of, or performance or non-performance by the Escrow Agent of, any of the Escrow Agent's duties under this Agreement, except as a result of the Escrow Agent's bad faith, willful misconduct or negligence.

12. Non-Assignability by Escrow Agent. Escrow Agent's rights, duties and obligations hereunder may not be assigned or assumed before the Effective Date without the written consent of Defendants' Counsel and a majority of Co-Lead Class Counsel. After the Effective Date, such assignment or assumption shall require only the written consent of a majority of Co-Lead Class Counsel.

13. Resignation of Escrow Agent. Escrow Agent may, in its sole discretion, resign and terminate its position by providing 120 days prior written notice to the parties to the Escrow Agreement herein. On the effective date of such resignation, Escrow Agent shall deliver this Escrow Agreement together with any and all related instruments or documents and all funds in the Escrow Account to the successor Escrow Agent, subject to this Escrow Agreement. If a successor Escrow Agent has not been appointed prior to the expiration of 120 days following the

date of the notice of such resignation, then Escrow Agent may petition the Court for the appointment of a successor Escrow Agent, or other appropriate relief. Any such resulting appointment shall be binding upon all of the parties to this Escrow Agreement.

14. Notices. Copies of all notices and correspondence sent pursuant to this Escrow Agreement shall be served by mail and email upon all undersigned counsel, the Settlement Administrator and the Escrow Agent. After the Effective Date, such notices and correspondence need only be provided to Co-Lead Class Counsel. Such Notice should be addressed as follows

If to Co-Lead Class Counsel:

David F. Sorensen  
Berger & Montague, P.C.  
1622 Locust Street  
Philadelphia, PA 19103  
(215) 875-5705

Thomas P. Sobol  
HAGENS BERMAN SOBOL  
SHAPIRO LLP  
55 Cambridge Parkway, Suite 301  
Cambridge, MA 02142  
(617) 482-3700

Linda P. Nussbaum  
Grant & Eisenhofer, P.A.  
485 Lexington Ave.  
New York, NY 10017  
(646) 722-8500

Peter Kohn  
FARUQI & FARUQI, LLP  
101 Greenwood Ave., Suite 600  
Jenkintown, PA 19046  
(215) 277-5770

If to Defendants' Counsel:

J. Mark Gidley  
WHITE & CASE LLP  
701 Thirteenth Street, NW  
Washington, DC 20005-3807  
(202) 626-3600

Jonathan Short  
McCARTER & ENGLISH LLP  
Four Gateway Center  
100 Mulberry Street  
Newark, NJ 07102  
(973) 622-4444

If to Escrow Agent:       The Huntington National Bank  
Attention: Liz Lambert, Senior Vice President  
1150 First Avenue, Suite 103  
King of Prussia, PA 19406  
Telephone: (215) 568-2382  
Facsimile: (215) 568-2385  
E-mail: liz.lambert@huntington.com  
  
Candi Moore, Senior Vice President  
The Huntington National Bank  
7 Easton Oval – EA4E63  
Columbus, Ohio 43219  
Telephone: (614) 331-9556  
Facsimile: (614) 331-5862  
E-mail: candi.moore@huntington.com

If to Settlement  
Administrator:       Robin Niemiec  
Client Services Director  
Rust Consulting, Inc.  
5210 Hood Road  
Palm Beach Gardens, FL 33418  
561-253-7731 direct  
561-214-0748 mobile  
561-651-7788 fax  
E-mail: rniemiec@rustconsulting.com

15.    Patriot Act Warranties. Class Counsel hereby acknowledges receiving from the Defendants the representations and warranties, substantially similar in form and in substance to the following, concerning the Settlement Funds that the Defendants will deliver for deposit with the Escrow Agent:

(a)    The Defendants hereby acknowledge that they seek to comply with all applicable laws concerning money laundering and related activities. In furtherance of those efforts, the Defendants hereby represent, warrant, and agree that, to the best of their knowledge:

- (i)    none of the cash or property that they paid, will pay or will contribute to the Settlement Fund has been or shall be derived from, or related to, an activity that is deemed criminal under United States law; and
- (ii)   no contribution or payment by them to the Escrow Account shall cause Escrow Agent to be in violation of the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986 or the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001.

(b) The Defendants agree to promptly notify Escrow Agent if any of the foregoing representations ceases to be true and accurate. Each of the Defendants agrees to provide to Escrow Agent any additional information regarding itself or any insurers contributing to the Settlement Fund which is reasonably necessary or appropriate for the Escrow Agent to ensure its compliance with all applicable laws concerning money laundering and similar activities, subject to any confidentiality obligations (recognized or permitted by law) that may restrict or prohibit each Defendant from providing such information. Escrow Agent agrees to keep any information provided by the Defendants pursuant to this paragraph confidential, and will not disclose such information to any other party except to the extent necessary or appropriate to ensure compliance with all applicable laws concerning money laundering and similar activities; provided, however, that Escrow Agent shall give notice to the Defendants as soon as practicable in the event it expects that such a disclosure will become necessary.

(c) The Defendants agree that if at any time Escrow Agent determines that any of the foregoing representations are incorrect, or if otherwise required by applicable law or regulation related to money laundering and similar activities, Escrow Agent may undertake whatever actions are reasonably appropriate to ensure compliance with applicable law or regulation.

16. Entire Agreement. This Escrow Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the matters discussed herein. Any modification of this Escrow Agreement or any additional obligations assumed by any party hereto shall be binding only if evidenced by a writing signed by each of the parties hereto. To the extent this Escrow Agreement conflicts in any way with the Settlement Agreement, the provisions of the Settlement Agreement shall govern.

17. Governing Law. This Escrow Agreement shall be governed by the law of the State of New York in all respects, without reference to choice-of-law principles. The parties hereto agree that any action relating to this Escrow Agreement, including without limitation any action in the nature of interpleader or any proceeding the Escrow Agent may commence for the appointment of a successor escrow agent, shall be subject to the jurisdiction of the Court. The parties hereto further submit to the jurisdiction of the Court in connection with any such proceedings for the determination of all issues in such proceedings, without regard to any principles of conflicts of laws, and irrevocably waive any objection to venue or inconvenient forum.

18. Termination of Escrow Account. The Escrow Account will terminate after all funds deposited in it, together with all interest earned thereon, are disbursed in accordance with the provisions of the Settlement Agreement and this Escrow Agreement.

19. Miscellaneous Provisions.

(a) Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Escrow Agreement.

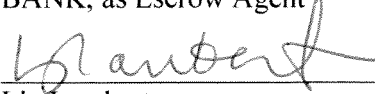
(b) Further Cooperation. The parties hereto agree to do such further acts and things and to execute and deliver such other documents as Escrow Agent may request from time to time in connection with the administration, maintenance, enforcement or adjudication of this Escrow Agreement in order (a) to give Escrow Agent confirmation and assurance of Escrow Agent's rights, powers, privileges, remedies and interests under this Agreement and applicable law, (b) to better enable Escrow Agent to exercise any such right, power, privilege or remedy, or (c) to otherwise effectuate the purpose and the terms and provisions of this Escrow Agreement, each in such form and substance as may be acceptable to Escrow Agent.

(c) Non-Waiver. The failure of any of the parties hereto to enforce any provision hereof on any occasion shall not be deemed to be a waiver of any preceding or succeeding breach of such provision or any other provision.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.



THE HUNTINGTON NATIONAL  
BANK, as Escrow Agent



---

Liz Lambert,  
Senior Vice President  
National Settlement Team  
Huntington National Bank

1150 First Avenue, Suite 103  
King of Prussia, PA 19406  
(215) 568-2382  
(215) 568-2385 (fax)

*Escrow Agent*



---

Peter Kohn  
FARUQI & FARUQI, LLP  
101 Greenwood Ave., Suite 600  
Jenkintown, PA 19046  
(215) 277-5770

---

David F. Sorensen  
BERGER & MONTAGUE, P.C.  
1622 Locust Street  
Philadelphia, PA 19103  
(215) 875-3000

---

Linda P. Nussbaum  
GRANT & EISENHOFER P.A.  
485 Lexington Avenue, 29<sup>th</sup> Fl.  
New York, NY 10017  
(646) 722-8500

---

Thomas P. Sobol  
HAGENS BERMAN SOBOL SHAPIRO  
LLP  
55 Cambridge Parkway, Suite 301

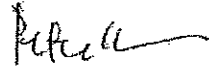
THE HUNTINGTON NATIONAL  
BANK, as Escrow Agent

---

Liz Lambert,  
Senior Vice President  
National Settlement Team  
Huntington National Bank


1150 First Avenue, Suite 103  
King of Prussia, PA 19406  
(215) 568-2382  
(215) 568-2385 (fax)

*Escrow Agent*



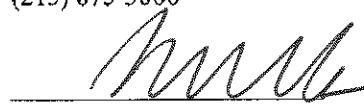
---

Peter Kohn  
FARUQI & FARUQI, LLP  
101 Greenwood Ave., Suite 600  
Jenkintown, PA 19046  
(215) 277-5770




---

David F. Sorensen  
BERGER & MONTAGUE, P.C.  
1622 Locust Street  
Philadelphia, PA 19103  
(215) 875-3000



---

Linda P. Nussbaum  
GRANT & EISENHOFER P.A.  
485 Lexington Avenue, 29<sup>th</sup> Fl.  
New York, NY 10017  
(646) 722-8500



---

Thomas M. Sobol  
HAGENS BERMAN SOBOL SHAPIRO  
LLP  
55 Cambridge Parkway, Suite 301

Cambridge, MA 02142  
(617) 482-3700

*Interim Co-Lead Plaintiffs' Counsel and  
Co-Lead Class Counsel*



---

Jack E. Pace III  
WHITE & CASE LLP  
1155 Avenue of Americas  
New York, NY 10036-2787  
(212) 819-8200

*Counsel for Warner Chilcott Public  
Limited Company, Warner Chilcott  
Company, LLC,  
Warner Chilcott (US), LLC, Warner  
Chilcott Holding Company III, Limited,  
and Warner Chilcott Laboratories Ireland  
Limited*



---

Jonathan Short  
McCARTER & ENGLISH LLP  
Four Gateway Center  
100 Mulberry Street  
Newark, NJ 07102  
(973) 622-4444

*Attorneys for Mayne Pharma Group  
Limited and Mayne Pharma International  
Pty. Ltd.*

RUST CONSULTING, INC.,  
As Settlement Administrator

*Robin Niemiec*

---

Robin Niemiec  
Client Services Director  
5210 Hood Road  
Palm Beach Gardens, FL 33418  
(561) 253-7731

*Settlement Administrator*