

# **EXHIBIT 1**

**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**

**DECLARATION OF CO-LEAD COUNSEL PETER KOHN  
IN SUPPORT OF DIRECT PURCHASER PLAINTIFFS' UNOPPOSED MOTION  
FOR FINAL APPROVAL OF SETTLEMENT**

Peter Kohn, being duly sworn, deposes and says as follows:

1. I am a partner at Faruqi & Faruqi, LLP and along with certain counsel from Hagens Berman Sobol Shapiro LLP, Berger & Montague, P.C., and Grant & Eisenhofer, P.A., was appointed Co-Lead Counsel for the Class of direct purchasers of Doryx certified for purposes of settlement by this Court on February 18, 2014 (“Co-Lead Counsel”).<sup>1</sup> I submit this declaration on behalf of Co-Lead Counsel and other Class Counsel,<sup>2</sup> in support of Direct Purchaser Plaintiffs’ Unopposed Motion for Final Approval of Settlement.<sup>3</sup> I make this

<sup>1</sup> Order, February 18, 2014, ECF No. 484, at 6. In that same Order, the Court also certified for settlement purposes the following class:

All persons and entities in the United States who purchased Doryx 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”).

*Id.* at 1.

<sup>2</sup> Class Counsel refers to Co-Lead Counsel and the other firms experienced in pharmaceutical antitrust litigation that made substantial contributions to the prosecution of this case: Taus, Cebulash & Landau, LLP; Cafferty Clobes Meriwether & Sprengel LLP; Spector Roseman Kodroff & Willis, P.C.; Hilliard & Shadowen LLP; Vanek, Vickers & Masini, P.C.; and The Radice Law Firm, P.C.

<sup>3</sup> The Class Representatives are: Rochester Drug Co-Operative, Inc., American Sales Company, LLC, and Meijer, Inc. and Meijer Distribution, Inc. (collectively “Class Representatives” or “Plaintiffs”).

declaration based on personal knowledge and subject to the penalties provided by 28 U.S.C. § 1746.

2. I, along with other Co-Lead Counsel, have been responsible for overseeing the litigation and settlement of this action with 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”).

**A. Direct Purchasers’ Claims.**

3. This is an antitrust class action brought on behalf of direct purchasers of the prescription drug Doryx, a delayed-release doxycycline hyclate product used to treat moderate to severe acne. Plaintiffs allege that Defendants repeatedly reformulated and switched to different versions of Doryx and undertook other efforts to impede generic competition to Doryx, by impairing the process by which AB-rated generic pharmaceutical drugs are automatically substituted for their brand-name counterparts, causing injury to the Class. Plaintiffs claim that Defendants’ anticompetitive conduct allowed them to: (a) unlawfully maintain monopoly power in the market for delayed-release doxycycline hyclate in the United States; (b) maintain the price of Doryx at supra-competitive levels; and (c) overcharge Plaintiffs and members of the Class millions of dollars by depriving them of the benefits of unrestricted competition and access to less expensive generic versions of Doryx.

**B. The Litigation.**

4. In July 2012, Plaintiffs filed their complaints against Defendants.<sup>4</sup> The Court held

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<sup>4</sup> A detailed discussion of Class Counsel’s litigation efforts is also contained in Direct Purchaser Class Plaintiffs’ Motion for An Award of Attorneys’ Fees, Reimbursement of Expenses, and Payment of Incentive Awards to the Class Representatives and the Declaration of Co-Lead Counsel Peter Kohn in Support of Direct Purchaser Plaintiffs’

its first hearing in the case in October 2012 and issued its first scheduling order in August 2012.

5. The litigation was factually complex and resource-intensive. The Class's claims required Class Counsel to analyze: (a) the medical, pharmaceutical, economic, regulatory and statistical bases of Defendants' claims that each Doryx reformulation was procompetitive and an improvement over the prior version; (b) the law, regulation and practice concerning FDA review of NDAs, ANDAs and citizen petitions, as they applied to Doryx and generic Doryx; (c) technical pharmaceutical manufacturing and supply issues related to the impact of Defendants' Doryx reformulations on the readiness, willingness and ability of Mylan Pharmaceuticals, Inc. ("Mylan") and other potential manufacturers of generic Doryx to manufacture and sell a generic version of Doryx; and (d) pharmaceutical pricing and distribution of Doryx and generic Doryx.

6. The prosecution of this case required extensive discovery within a compressed time period. Document discovery began in the Fall of 2012, and depositions began in March 2013. Document and deposition discovery both were substantially completed by the Court's discovery deadline of June 19, 2013, except for some discovery of third parties. Plaintiffs' discovery efforts resulted in the production of over six million pages of documents, including documents produced by Plaintiffs, Defendants, and many of the nearly 100 third parties that were subpoenaed by the parties. Class Counsel reviewed, analyzed, and selected documents for use in connection with briefing on the motion to dismiss, class certification, depositions, and opening and rebuttal expert reports, as well as building an evidentiary record for trial to support

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Motion for An Award of Attorneys' Fees, Reimbursement of Expenses, and Payment of Incentive Awards to the Class Representatives ("Motion for Fees and Expenses"). The Motion for Fees and Expenses was previously filed on March 19, 2014 (ECF No. 562) as required by this Court's February 18, 2014 Order granting preliminary approval to the Settlement (ECF No. 484) ("Preliminary Approval Order"). On March 26, 2014 the Court denied without prejudice the Motion for Fees and Expenses and ordered Plaintiffs to resubmit their Motion for Fees and Expenses before the final fairness hearing (ECF No. 566). Accordingly, today Plaintiffs are refiling their Motion for Fees and Expenses.

Plaintiffs' claims and rebut Defendants' proposed procompetitive justifications relating to the medical, bio-statistic, economic, and pharmaceutical bases for the reformulations.

7. Deposition discovery was equally extensive. Class Counsel was the lead questioner in 7 of the 13 depositions of Warner Chilcott witnesses and 6 of the 8 Mayne witnesses, and attended to question or assist at the great majority of other depositions. By the time the parties accepted the Mediator's settlement proposal (defined below) and agreed to a "pens-down" provision in November of 2013, over 75 depositions had been conducted, including depositions of Defendants, Class Representatives, absent class members/assignors, Mylan personnel, other generic manufacturers, prescription benefit managers, third-party payors, expert witnesses proffered in connection with class certification, and some merits expert witnesses.

8. Plaintiffs first filed a motion for class certification, and a supporting expert report from their economist, in April 2013 (ECF No. 153).

9. Following briefing on class certification, the Court ordered the parties to produce "[m]arket capitalization, annual profit, annual revenue, and number of employees for each of the 23 members of the proposed Direct Purchaser class . . . [and] direct purchases of Doryx by month for the proposed class period and the percentage of all direct purchases of Doryx made by each class member during the proposed class period." (ECF No. 404). Plaintiffs filed a notice of compliance with that Order on August 20, 2013 (ECF No. 408).

10. At the time the parties entered into mediation, the class certification motion was pending. On February 18, 2014, the Court preliminarily certified the Class for purposes of settlement and granted preliminary approval to the Settlement (ECF No. 484).

11. Beginning with the expert report submitted by Plaintiffs' economic expert Jeffrey Leitzinger, Ph.D., in connection with Plaintiffs' motion for class certification, Plaintiffs submitted a total of 10 expert reports on the purported medical benefits conferred by Defendants'

reformulations, the alleged scientific and regulatory merit of Defendants' reformulations, the readiness of Mylan and other prospective manufacturers of generic Doryx to market a generic version of Doryx, the harm to competition caused by Defendants' conduct, Defendants' market power, and the provable amount of overcharges incurred by the Class.

12. Expert depositions related to class certification took place in the Summer of 2013 and some merits experts' depositions took place that Fall. At the time the parties agreed to the Mediator's settlement proposal, Plaintiffs had already taken depositions of the three experts Defendants proffered in connection with class certification and two of Defendants' merits experts, defended their economist's deposition in connection with class certification, were preparing for depositions of Defendants' other experts, and were working with Plaintiffs' own experts to prepare rebuttal reports.

**C. The Settlement.**

13. The settlement negotiations between Plaintiffs and Defendants were professional and arm's-length, and proceeded in phases. Early discussions were unproductive. However, in October of 2013, the parties agreed to private mediation with nationally-recognized mediator Jonathan B. Marks of Marks ADR, LLC (the "Mediator"). Following the submission of a mediation statement and other materials to the Mediator, the parties participated in a full-day mediation session on November 7, 2013. The mediation session concluded without agreement, but the parties agreed to advance the mediation through a Mediator's proposal. On November 8, 2013 the Mediator submitted a proposal to each side, recommending that the parties settle for \$15 million. The parties accepted the Mediator's proposal on November 13, 2013 and continued negotiations over other settlement terms. The parties executed the Settlement Agreement on December 24, 2013 (ECF No. 452-2) ("Settlement Agreement"). The Settlement Agreement

provides, among other things, that Plaintiffs and the Class release their claims in exchange for \$15,000,000 paid by Defendants (the “Settlement”).

14. As part of the Settlement, Class Counsel prepared notices to inform the Class of the Settlement and its terms. On January 10, 2014, Plaintiffs moved for certification of the Class for purposes of settlement, preliminary approval of the settlement, and approval of the proposed form and method of notice to the class (ECF No. 452).

15. On February 18, 2014, the Court issued its order preliminarily approving the proposed Settlement (ECF No. 484). In the same order, the Court preliminarily certified the Class for purposes of Settlement, approved Plaintiffs’ proposed form and manner of notice of the class action and Settlement to the Class (“Class Notice”), appointed Rust Consulting, Inc. (“Rust”) as claims administrator, and directed that by March 4, 2014 the Class Notice be mailed to each member of the Class and that Class Notice and filings related to the Settlement be posted on the website of Faruqi & Faruqi, LLP (“Faruqi”) ([www.faruqilaw.com](http://www.faruqilaw.com)), one of the Co-Lead Counsel firms. As described below, all of these things were timely done.

16. On March 21, 2014, the escrow account established for this case by the Court-appointed Escrow Agent, Huntington National Bank, received a wire transfer from Defendants in the amount of \$15 million pursuant to the Settlement Agreement.

**D. Notice to the Class.**

17. Class members’ identities and addresses were obtained from Warner Chilcott’s sales database and checked against addresses Rust had on file from previous settlement notices that had been mailed to Class members in similar antitrust pharmaceutical cases. *See* Declaration of Daniel Coggeshall of Rust Consulting, Inc. Regarding Notice of Pendency of Class Action and Settlement, dated April 24, 2014 (“Coggeshall Decl.”) ¶ 2, attached as Ex. A hereto. On March 4, 2014, as ordered by the Court, Rust mailed the Class Notice to all Class

members, via first class mail. *See* Coggeshall Decl. ¶ 3 and Ex. 1 thereto. The Class Notice was also posted on Faruqi's website. The Class Notice informed Class members of the Settlement and Class Counsel's request for attorneys' fees, and described all aspects of the proposed Settlement.

18. On March 19, 2014, as directed by the Preliminary Approval Order, Class Counsel filed their Motion for Fees and Expenses and posted it on Faruqi's website.<sup>5</sup>

19. Also posted on Faruqi's website were links to important case documents, including the complete Motion for Preliminary Approval,<sup>6</sup> Motion for Fees and Expenses, Class Notice, Settlement Agreement, and Preliminary Approval Order.

**E. Reaction of the Class to the Settlement.**

20. To date, the response from the Class has been uniformly positive. No member of the Class has opted out of the Class or objected to the Settlement. *See* Coggeshall Decl. ¶ 4.<sup>7</sup>

**F. The Requirements of the Class Action Fairness Act Have Been Satisfied.**

21. The Class Action Fairness Act, 28 U.S.C. § 1715 *et seq.*, ("CAFA") requires Defendants to notify appropriate state and federal officials of the proposed settlement and to allow 90 days to pass before final approval of the proposed settlement may be entered.<sup>8</sup>

Defendants notified the United States Department of Justice and the attorneys general of the 50

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<sup>5</sup> *See supra* footnote 4.

<sup>6</sup> The Motion for Preliminary Approval means Plaintiffs' Memorandum of Law in Support of Unopposed Motion For Class Certification For Purposes of Settlement, Preliminary Approval of Proposed Settlement, Appointment of Class Counsel, Approval of the Form and Manner of Notice to the Class and Setting the Final Settlement Schedule and Date for Fairness Hearing (ECF No. 452).

<sup>7</sup> Some customers of Class members, who had already been proceeding as Individual Plaintiffs in this action, requested exclusion from the Class based upon assignments they received from Class members. They are Rite Aid Corporation and Rite Aid Hdqtrs Corp., The Jean Coutu Group (PJC) USA, Inc., Maxi Drug, Inc., d/b/a Brooks Pharmacy and Eckerd Corporation, Walgreen Co., Supervalu Inc., Safeway Inc., and HEB Grocery Company LP. Coggeshall Decl. ¶ 5 & Exs. 2-3 thereto.

<sup>8</sup> 28 U.S.C. § 1715(d).



states and the District of Columbia of the proposed Settlement on January 21, 2014 (attached as Ex. B hereto). More than 90 days has passed since the CAFA notice date.

**G. The Court Should Approve the Plan of Distribution and Proposed Claim Form.**

22. The proposed plan of distribution, submitted with Plaintiffs' Preliminary Approval Motion dated January 10, 2014 (ECF No. 452-3, at Ex. B) (the "Plan"), allocates the Net Settlement Fund to Class members based on the type and extent of their injuries and is similar to plans that have previously been approved by courts in analogous cases and implemented with a high degree of success and efficiency.

23. Attached as Ex. D to Plaintiffs' Motion for Preliminary Approval (ECF No. 452-5, at Ex. D) is the proposed Doryx Direct Purchaser Proof of Claim and Release ("Claim Form"). If the Court grants final approval to the Settlement, including approval of the proposed Claim Form, Rust will mail a copy of this Claim Form to each Class member by first class United States mail. Part 2A of the Claim Form will include Rust's estimate of the Class member's purchases of Doryx during the Class Period, based on data produced by Warner Chilcott and by the Retailer plaintiffs who are proceeding by assignments from some members of the Class. This will be provided to Rust by Class Counsel. Part 2A of the Claim Form will also include Rust's estimate of the Class member's *pro rata* share of the Net Settlement Fund.<sup>9</sup> The estimate of each Class member's purchases, as well as their *pro rata* share of the Net Settlement Fund, will be calculated by Rust in conjunction with Plaintiffs' economic expert.

24. If the Class member agrees with Rust's calculation of their purchases of Doryx and their *pro rata* share of the Net Settlement Fund, the Class member need only accept the

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<sup>9</sup> The "Net Settlement Fund" is the amount remaining after attorneys' fees, reimbursement of litigation expenses, class representative incentive awards, and settlement administration costs approved by the Court are deducted. See Class Notice § 7 (attached to the Coggeshall Decl. (which is Ex. A to this declaration) as Ex. 1).

calculation, sign the Claim Form to verify their acceptance of the terms of the release of claims, and return it to Rust.

25. If the Class member disagrees with Rust's calculations, Part 2C of the Claim Form provides instructions for providing Rust with data concerning the Class member's direct Doryx purchases during the Class Period. Rust, in conjunction with Plaintiffs' economic experts, will review any data provided and, if warranted, make adjustments to each Class member's *pro rata* share of the Net Settlement Fund. Thus, members of the Class have the option of either accepting Rust's calculations or submitting their own purchase data.

26. Plaintiffs propose to pay the Net Settlement Fund to members of the Class who submit claims *pro rata* based on each Class member's aggregate share of the total Class purchases of Doryx during the Class Period. Plaintiffs propose the following schedule to govern the allocation and Settlement distribution process:

- 15 days after entry of order finally approving the Settlement: mail Claim Forms to all Class members;
- 45 days after entry of order finally approving the Settlement: deadline for claimants to submit executed Claim Forms to Rust; and
- 90 days after entry of order finally approving the Settlement: Class Counsel shall submit to the Court a motion for distribution of the Net Settlement Fund, supported by a declaration by Rust.

These dates appear in the previously-filed Plan (ECF No. 452-3, at Ex. B) that is incorporated into the proposed Order.

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

Dated: April 24, 2014

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

*Co-Lead Counsel for the  
Direct Purchaser Class*

# **EXHIBIT A**

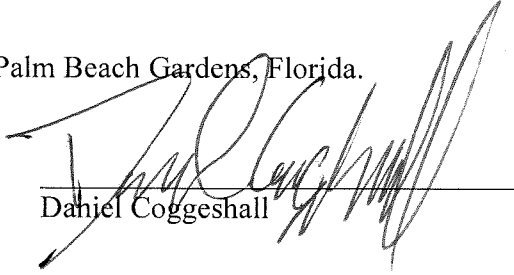


Doryx Database. A copy of the Notice, as mailed, is attached hereto as Ex. 1. As of this date, none of the Notices has been returned as undeliverable.

4. The Notice requires that all class members who wish to be excluded from the class so advise Rust in writing addressed to Rust's case-dedicated post office box, Doryx Direct Purchaser Antitrust Litigation, c/o Rust Consulting, Inc., P.O. Box 8090, Faribault, MN 55021-9490, postmarked no later than April 3, 2014. As of this date, Rust has received no requests for exclusion from direct purchasers of Doryx listed in the Doryx Database.

5. Rust has received letters requesting exclusion from Scott E. Perwin, Esq., of Kenny Nachwalter, P.A., dated February 20, 2014, and Monica L. Rebuck, Esq., of Hangley Aronchick Segal Pudlin & Schiller, on behalf of their clients Rite Aid Corporation and Rite Aid Hdqtrs Corp., The Jean Coutu Group (PJC) USA, Inc., Maxi Drug, Inc., d/b/a Brooks Pharmacy and Eckerd Corp, Walgreen, Supervalu Inc., Safeway Inc., and HEB Grocery Company LP. The letters are attached hereto as Exs. 2 and 3. These entities are not listed in the Doryx Database. I understand that these entities are not direct purchasers of Doryx, but customers of direct purchasers who are proceeding in this action by assignment and have not settled their claims.

Executed this 23rd day of April, 2014 in Palm Beach Gardens, Florida.

  
Daniel Coggeshall

# **EXHIBIT 1**

DORYX DIRECT PURCHASER ANTI-TRUST LITIGATION SETTLEMENT  
 C/O RUST CONSULTING, INC.  
 P.O. BOX 8090  
 FARIBAULT, MN 55021-9490

**IMPORTANT LEGAL MATERIALS**



<<NAME1>>  
 <<NAME2>>  
 <<ADDRESS1>>  
 <<ADDRESS2>>  
 <<CITY>> <<STATE>> <<ZIP>>  
 <<COUNTRY>>

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

**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 June 9, 2014 at 10:00 am before U.S. District Court Judge Paul S. Diamond in Courtroom 6B at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<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 2-4**

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 4**

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

**THE SETTLEMENT BENEFITS - WHAT YOU GET** ..... **PAGES 4**

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 AND THE SETTLEMENT** ..... **PAGE 5**

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 5**

13. How can I get a payment?

**THE LAWYERS REPRESENTING YOU**..... **PAGE 5-6**

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 6**

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

**THE COURT'S FAIRNESS HEARING** ..... **PAGES 6-7**

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?

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21. What happens if I do nothing at all?

**GETTING MORE INFORMATION**..... **PAGE 7**

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 a 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 February 18, 2014, 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 constitutes a restraint of trade in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1 or constitutes monopolization or attempted monopolization in violation of Section 2 of the Sherman Act, 15 U.S.C. § 2;
- (b) Whether Defendants' challenged conduct substantially affected interstate commerce and caused antitrust injury-in-fact to the Class through overcharges paid as a result of the higher prices direct purchasers paid for Doryx<sup>®</sup>; and
- (c) 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® **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 Net 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 AND 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 April 3, 2014.

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 April 3, 2014.

**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:

Peter Kohn  
Joseph T. Lukens  
Neill W. Clark  
**Faruqi & Faruqi, LLP**  
101 Greenwood Avenue, Suite 600  
Jenkintown, PA 19046  
Tel: (215) 277-5770  
www.faruqilaw.com

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

David F. Sorensen  
Andrew C. Curley  
Caitlin Coslett  
**Berger & Montague, P.C.**  
1622 Locust Street  
Philadelphia, PA 19103  
Tel: (215) 875-3000  
www.bergermontague.com

Linda P. Nussbaum  
Adam Steinfeld  
**Grant & Eisenhofer, P.A.**  
485 Lexington Avenue  
New York, NY 10017  
Tel: (646) 722-8504  
www.gelaw.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 March 19, 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, James A. Byrne United States Courthouse, 601 Market Street, Philadelphia, PA 19106, 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 the Clerk of the United States District Court for the Eastern District of Pennsylvania, James A. Byrne United States Courthouse, 601 Market Street, Philadelphia, PA 19106 with copies to all of the following:

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

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

Peter Kohn  
Faruqi & Faruqi, LLP  
101 Greenwood Avenue, Suite 600  
Jenkintown, PA 19046  
(215) 277-5770  
[www.faruqilaw.com](http://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](http://www.hbsslaw.com)

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

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

Your objection **must be postmarked no later than April 3, 2014.**

**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 10:00 am on June 9, 2014 in Courtroom 6B at the United States District Court for the Eastern District of Pennsylvania, James A. Byrne United States Courthouse, 601 Market Street, Philadelphia, PA 19106. 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 April 3, 2014, 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, James A. Byrne United States Courthouse, 601 Market Street, Philadelphia, PA 19106 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.**

DATED: March 4, 2014

BY THE COURT

/s/ Paul S. Diamond

Honorable Paul S. Diamond  
United States District Judge

## **EXHIBIT 2**



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1100 MIAMI CENTER  
201 SOUTH BISCAYNE BOULEVARD  
MIAMI, FLORIDA 33131-4327  
TELEPHONE 305.373.1000  
FACSIMILE 305.372.1861  
WWW.KENNYNACHWALTER.COM

February 20, 2014

Doryx Direct Purchaser Antitrust Litigation Exclusions  
c/o Rust Consulting, Inc.  
P.O. Box 8090  
Faribault, MN 55021-9490

Re: *Mylan Pharms., Inc. v. Warner Chilcott PLC*  
Civil Action No. 12-3824 (E.D. Pa.)

Dear Sir or Madam:

The entities listed below hereby request exclusion from the class of direct purchasers certified in the *Doryx* Antitrust Litigation. This request for exclusion covers all purchases of the relevant products made by these entities during the damage period relevant to this case. In addition, it covers all purchases by subsidiaries and affiliates of these entities.

Walgreen Co. ("Walgreen")  
Cardinal Health, Inc. (with respect to goods resold to Walgreen or its affiliates)  
AmerisourceBergen Corporation (with respect to goods resold to Walgreen or its affiliates)

Supervalu Inc. ("Supervalu")  
McKesson Corp. (with respect to 75% of goods resold to Supervalu or its affiliates)

Safeway Inc. ("Safeway")  
McKesson Corp. (with respect to goods resold to Safeway or its affiliates)  
Cardinal Health, Inc. (with respect to goods resold to Safeway or its affiliates)

HEB Grocery Company LP ("HEB")  
Cardinal Health, Inc. (with respect to goods resold to HEB or its affiliates)  
McKesson Corp. (with respect to goods resold to HEB or its affiliates)

My firm represents these entities and is authorized to submit this request on their behalf.

If you have any questions or need additional information, please feel free to contact me.

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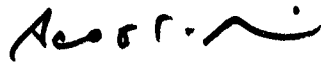
TEXAS OFFICE  
ONE CONGRESS PLAZA  
111 CONGRESS AVENUE, SUITE 1060  
AUSTIN, TEXAS 78701  
TELEPHONE 512.480.8023  
FACSIMILE 512.480.8037

WASHINGTON SATELLITE OFFICE:  
1101 PENNSYLVANIA AVENUE, N.W., 6TH FLOOR  
WASHINGTON, D.C. 20004-2436  
TELEPHONE 202.756.4373  
FACSIMILE 202.756.7323



Doryx Direct Purchaser Antitrust Litigation Exclusions  
February 20, 2014  
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read "Scott E. Perwin". The signature is fluid and cursive, with a prominent flourish at the end.

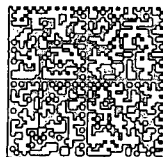
Scott E. Perwin

SEP:ms

cc: Thomas Sobol, Esq. (by email)  
David Sorensen, Esq. (by email)



KENNY  
NACHWALTER



02 1M \$ 00.48<sup>00</sup>  
0004270574 FEB 20 2014  
MAILED FROM ZIP CODE 33131

|||||  
Doryx Direct Purchaser Antitrust Litigation Exclusions  
c/o Rust Consulting, Inc.  
P.O. Box 8090  
Faribault, MN 55021-9490

REC'D MAR 04 2014

# **EXHIBIT 3**

HANGLEY  
ARONCHICK  
SEGAL  
& PUDLIN  
SCHILLER

Attorneys at Law | A Professional Corporation

4400 Deer Path Road  
Suite 200  
Harrisburg, PA 17110  
717.364.1020/facsimile  
www.hangleys.com

Monica L. Rebuck  
Direct Dial: 717-364-1007  
Direct Fax: 717-364-1020  
E-mail: mrebeck@hangleys.com

PHILADELPHIA, PA  
CHERRY HILL, NJ  
HARRISBURG, PA  
NORRISTOWN, PA

February 26, 2014

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Donyx Direct Purchaser Antitrust Litigation Exclusions  
c/o Rust Consulting, Inc.  
P.O. Box 8090  
Faribault, MN 55021-9490

Re: *Mylan Pharms., Inc. v. Warner Chilcott PLC*  
Civil Action No. 12-3824 (E.D. Pa.)

Dear Sir/Madam:

The entities listed below hereby request exclusion from any class of direct purchasers certified in the *Donyx Antitrust Litigation*. This request for exclusion covers all purchases of the relevant products made by these entities during the damage period relevant to this case. In addition, it covers all purchases by subsidiaries and affiliates of these entities.

Rite Aid Corporation and Rite Aid Hdqtrs Corp. (“Rite Aid”)

McKesson Corp. (with respect to goods resold to Rite Aid or its affiliates)

The Jean Coutu Group (PJC) USA, Inc., Maxi Drug, Inc., d/b/a Brooks Pharmacy and Eckerd Corporation (“Brooks/Eckerd”)

McKesson Corp. (with respect to goods resold to Brooks/Eckerd or its affiliates)

My firm represents these entities and is authorized to submit this request on their behalf.

Notice Administrator  
c/o Rust Consulting, Inc.  
February 26, 2014  
Page 2

The address and phone number of Rite Aid and Brooks/Eckerd are as follows:

30 Hunter Lane  
Camp Hill, PA 17011  
(717) 761-2633

If you have any questions or need additional information, however, please contact me at (717) 364-1007.

Yours truly,

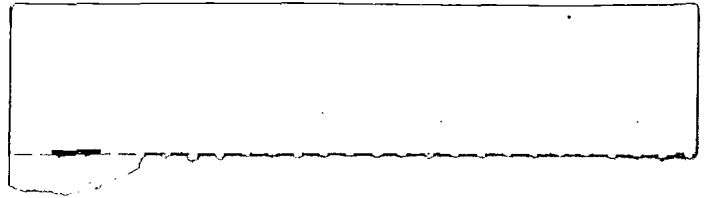
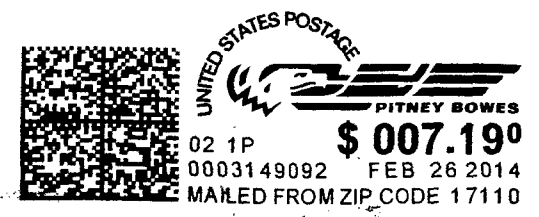
A handwritten signature in black ink, appearing to read "Monica L. Rebuck". The signature is fluid and cursive, with the first name "Monica" being more prominent than the last name "Rebuck".

Monica L. Rebuck

cc: Thomas Sobol, Esq. (via email)  
David Sorensen, Esq. (via email)



RETURN RECEIPT REQUESTED

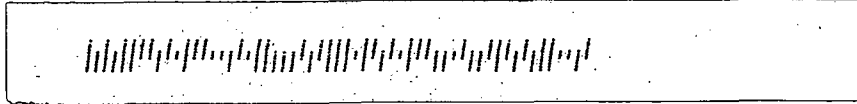
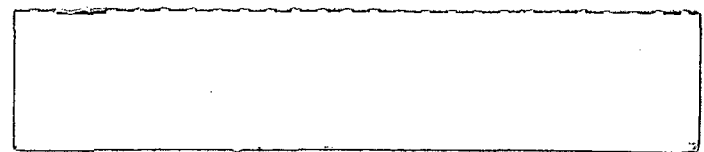


REC'D MAR 04 2014

4400 Deer Path Road  
Suite 200  
Harrisburg, PA 17110

HANGLEY  
ARONCHICK  
SEGAL  
& PUDLIN  
& SCHILLER

Doryx Direct Purchaser Antitrust  
Litigation Exclusions  
c/o Rust Consulting, Inc.  
P.O. Box 8090  
Faribault, MN 55021-9490



# **EXHIBIT B**

White & Case LLP  
1155 Avenue of the Americas  
New York, New York 10036-2787

Tel + 1 212 819 8200  
Fax + 1 212 354 8113  
whitecase.com

Direct Dial + 1 212 819 8520    jpace@whitecase.com

January 21, 2014

VIA FIRST CLASS MAIL

Mr. Eric H. Holder, Jr.  
Attorney General of the United States  
United States Department of Justice  
950 Pennsylvania Avenue, NW  
Washington, D.C. 20530-0001

Re: Notice of Class Action Settlement in *Mylan Pharmaceuticals, Inc., et al., v. Warner Chilcott Public Limited Company, et al.*, Civ. No. 12-3824 (E.D. Pa.)

---

Dear Attorney General Holder:

Pursuant to 28 U.S.C. § 1715, Warner Chilcott Public Limited Company, Warner Chilcott, LLC, Warner Chilcott (US), LLC, and Warner Chilcott Laboratories Ireland Ltd. hereby provide notice that a settlement of certain claims in above-captioned putative class action litigation has been proposed to the United States District Court for the Eastern District of Pennsylvania. The proposed settlement would resolve the claims of the Direct Purchaser Class Plaintiffs.

Enclosed please find the following documents:

- (1) Direct Purchaser Class Plaintiffs' Consolidated Amended Class Action Complaint filed by Plaintiffs Mylan, Rochester Drug Co-Operative, Meijer, Inc., and American Sales Company, LLC, on August 13, 2012;
- (2) Direct Purchaser Plaintiffs' Unopposed Motion for Class Certification for Purposes of Settlement, Preliminary Approval of Proposed Settlement, Appointment of Class Counsel, Approval of the Form and Manner of Notice to the Class and Setting the Final Settlement Schedule and Date for a Fairness Hearing filed on January 10, 2014;
- (3) Settlement Agreement, with Proposed Notice to Class attached as Exhibit A and Escrow Agreement attached as Exhibit B; and
- (4) Order signed by District Court Judge Paul S. Diamond on January 16, 2014 ordering Parties to appear for a hearing on Direct Purchaser Plaintiffs' unopposed Motion for Preliminary Certification for Purposes of Settlement on February 6, 2014 at 10:00 a.m. in



Mr. Eric H. Holder, Jr.

WHITE & CASE

January 21, 2014

Philadelphia, Pennsylvania.

In the above-captioned litigation, there is no (i) other agreement contemporaneously made between Plaintiffs' counsel and counsel for the Defendants, (ii) final judgment or notice of dismissal, or (iii) written judicial opinion relating to the notice or the settlement agreement in this litigation.

Please do not hesitate to contact us should you require any further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack E. Pace III", written over a horizontal line.

Jack E. Pace III

Enclosures

White & Case LLP  
1155 Avenue of the Americas  
New York, New York 10036-2787

Tel + 1 212 819 8200  
Fax + 1 212 354 8113  
whitecase.com

Direct Dial + 1 212 819 8520    jpace@whitecase.com

January 21, 2014

VIA FIRST CLASS MAIL

Attorney General Kamala Harris  
1300 I St., Suite. 1740  
Sacramento, CA 95814

Re: Notice of Class Action Settlement in *Mylan Pharmaceuticals, Inc., et al., v. Warner Chilcott Public Limited Company, et al.*, Civ. No. 12-3824 (E.D. Pa.)

---

Dear Attorney General Harris:

Pursuant to 28 U.S.C. § 1715, Warner Chilcott Public Limited Company, Warner Chilcott, LLC, Warner Chilcott (US), LLC, and Warner Chilcott Laboratories Ireland Ltd. hereby provide notice that a settlement of certain claims in above-captioned putative class action litigation has been proposed to the United States District Court for the Eastern District of Pennsylvania. The proposed settlement would resolve the claims of the Direct Purchaser Class Plaintiffs.

Enclosed please find the following documents:

- (1) Direct Purchaser Class Plaintiffs' Consolidated Amended Class Action Complaint filed by Plaintiffs Mylan, Rochester Drug Co-Operative, Meijer, Inc., and American Sales Company, LLC, on August 13, 2012;
- (2) Direct Purchaser Plaintiffs' Unopposed Motion for Class Certification for Purposes of Settlement, Preliminary Approval of Proposed Settlement, Appointment of Class Counsel, Approval of the Form and Manner of Notice to the Class and Setting the Final Settlement Schedule and Date for a Fairness Hearing filed on January 10, 2014;
- (3) Settlement Agreement, with Proposed Notice to Class attached as Exhibit A and Escrow Agreement attached as Exhibit B;
- (4) Order signed by District Court Judge Paul S. Diamond on January 16, 2014 ordering Parties to appear for a hearing on Direct Purchaser Plaintiffs' unopposed Motion for Preliminary Certification for Purposes of Settlement on February 6, 2014 at 10:00 a.m. in Philadelphia, Pennsylvania; and

Attorney General Kamala Harris

WHITE & CASE

January 21, 2014

- (5) A chart containing, to the best of Defendants' information and belief, the names of the members of the Direct Purchaser Settlement Class who reside in your State and the Class Members' estimated proportionate share of the Settlement based upon Class Members' purchases of Doryx.<sup>1</sup>

In the above-captioned litigation, there is no (i) other agreement contemporaneously made between Plaintiffs' counsel and counsel for the Defendants, (ii) final judgment or notice of dismissal, or (iii) written judicial opinion relating to the notice or the settlement agreement in this litigation.

Please do not hesitate to contact us should you require any further information.

Sincerely,



Jack E. Pace III

Enclosures

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<sup>1</sup> Each Class Member's proportionate share of the Net Settlement Fund cannot be determined until the Class Member submits a claim form following final approval of the settlement.