UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE: RANBAXY GENERIC DRUG APPLICATION ANTITRUST LITIGATION	MDL No. 2878
THIS DOCUMENT RELATES TO: All End-Payor Actions	Master File No. 19-md-02878-NMG

END-PAYOR LEAD CLASS COUNSEL'S MOTION FOR ATTORNEYS' FEES AND PAYMENT OF LITIGATION EXPENSES, AND APPLICATION FOR SERVICE AWARDS

Pursuant to Rule 23(h) of the Federal Rules of Civil Procedure, Lead Class Counsel for the End-Payor Plaintiffs respectfully submits this Motion seeking an award of attorneys' fees and litigation expenses from the common fund. Lead Class Counsel also submit an application for Service Awards for the two Class Representatives, United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania ("UFCW NEPA") and Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana and HMO Louisiana, Inc. ("BCBS LA") (collectively, the "Plaintiffs" or "Class Representatives") as compensation for the service they provided as the Class Representatives.

The grounds for this Motion are set forth in the accompanying Memorandum of Law in Support of End-Payor Lead Class Counsel's Motion for Attorneys' Fees and Payment of Litigation Expenses, and Application for Service Awards, and the Joint Declaration of Gerald Lawrence, Esq. and James R. Dugan, II, Esq. in support of (A) End-Payor Class Plaintiffs' Unopposed Motion for Final Approval of the Proposed Class Action Settlement; and (B) Lead Class Counsel's Motion for an Award of Attorneys' Fees, Litigation Expenses, and Service Awards, dated June 27, 2022, and all Exhibits attached thereto.

Dated: June 27, 2022

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on June 27, 2022, a true copy of the foregoing document was served on all counsel of record by electronic transmission and/or electronically filing the document with the Court's CM/ECF system.

/s/Renee A. Nolan

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MEMORANDUM OF LAW IN SUPPORT OF END-PAYOR LEAD CLASS COUNSEL'S MOTION FOR ATTORNEYS' FEES AND PAYMENT OF LITIGATION EXPENSES, AND APPLICATION FOR SERVICE AWARDS

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Pursuant to Rule 23(h) of the Federal Rules of Civil Procedure, Lead Class Counsel[1] for the End-Payor Class Plaintiffs ("EPPs") respectfully submit this memorandum of law in support of their motion (hereinafter, the "Fee and Expense Application") seeking an award of 28% of the $145,000,000 common fund ($40,600,000.00 plus interest) as attorneys' fees and $2,268,845.61 (1.6% of the common fund) as payment for Class Counsel's[2] litigation expenses. End-Payor Class Plaintiffs[3] also seek Service Awards totaling $50,000 for the two Class Representatives, United Food and Commercial Works Health and Welfare Fund of Northeastern Pennsylvania ("UFCW NEPA") and Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana and HMO Louisiana, Inc. ("BCBS LA") (collectively, the "Plaintiffs" or "Class Representatives") as compensation for the service that Plaintiffs provided to the Classes and the risks they undertook as Class Representatives.

I. INTRODUCTION

EPPs are third-party payors, entities such as health insurers and union-sponsored health and welfare funds, that pay for prescription drugs their members and insureds purchase. This Action[4] was brought on behalf of all EPPs in the United States who paid more than they otherwise would have for brand or generic Diovan, Nexium, and Valcyte, as a result of the alleged misconduct of Defendants Sun Pharmaceutical Industries Ltd. and Ranbaxy, Inc. ("Ranbaxy" or "Defendants"). Class Counsel marshalled its resources and effectively prosecuted the case nearly to trial, leading to a Settlement that provides real, tangible benefits to the Classes of thousands of

[1] "Lead Class Counsel" are: (1) Lowey Dannenberg, P.C. and (2) The Dugan Law Firm, APLC.
[2] "Class Counsel" are: (1) Lowey Dannenberg, P.C., (2) The Dugan Law Firm, APLC, (3) Young Law Group, P.C. and (4) Aylstock, Witkin, Kreis & Overholtz, PLLC. Young Law Group and Aylstock, Witkin, Kreis & Overholtz, PLLC are hereinafter referred to as "Additional Counsel."
[3] Unless otherwise defined herein, capitalized terms have the same meaning as in the Settlement Agreement dated April 8, 2022 ("Settlement Agreement"). ECF No. 587-1. Unless otherwise indicated, internal citations and quotation marks are omitted and ECF citations are to the docket for this MDL.
[4] *In re Ranbaxy Generic Drug Application Antitrust Litig*., 19-md-02878-NMG (D. Mass.).

EPPs. The Net Settlement Fund will be distributed to eligible Class Members upon filing of valid proofs of claim.

Class Counsel's recovery is significant in light of the risks involved in litigating this Action. Defendants fiercely contested EPPs at every turn. The most immediate risk of a potential adverse ruling involved the impending jury trial, which was two weeks away when Lead Class Counsel and Defendants reached this Settlement and would have almost certainly resulted in an appeal regardless of the verdict. Despite these risks, Class Counsel—who proceeded on a contingent fee basis, advanced millions of dollars in costs for experts and other expenses to ready the case for trial, and, collectively, brought their decades of experience to bear to litigate this case—secured substantial benefits on behalf of the Classes.

II. BACKGROUND[5]

A. Case Investigation and Pleadings[6]

On November 6, 2018, Lowey Dannenberg filed the first action, on behalf of Plaintiff UFCW NEPA and EPPs in the Eastern District of Pennsylvania. The complaint asserted novel legal theories related to antitrust monopolization and racketeering, requiring Lowey Dannenberg to devote significant time prior to filing the complaint to ensure that there was a sound legal basis for the claims brought under every one of the twenty-one state antitrust laws, fifteen state consumer protection laws, and federal racketeering law. On February 11, 2019, the UFCW Action was transferred to this Court for coordinated proceedings with three actions of the Direct Purchaser Plaintiffs ("DPPs"). Following similar internal investigation and analyses from the perspective of

[5] The Court is aware of the background and procedural history of this case and so it will only be briefly summarized here. A more complete description is available in the Joint Declaration of Gerald Lawrence, Esq. and James R. Dugan II, Esq. in support of (A) End-Payor Plaintiffs' Unopposed Motion for Final Approval of Action Settlement and (B) End-Payor Lead Class Counsel's Motion for an Award of Attorneys' Fees, Litigation Expenses, and Service Awards (the "Joint Decl.") at ¶¶12-86.

[6] *See* Joint Decl., at ¶¶12-23.

a large health insurer, on February 13, 2019, The Dugan Law Firm filed an action on behalf of Plaintiff BCBS LA in this Court. Lead Class Counsel filed the Consolidated End-Payor Complaint with Jury Demand on April 19, 2019. After two rounds of fiercely contested motion to dismiss briefing, Lead Class Counsel sought leave to file the Second Amended Consolidated End-Payor Class Action Complaint and Jury Demand. Defendants opposed leave to amend, which the Court granted on March 1, 2021. On March 16, 2021, Defendants filed their Answer.

B. Class Counsel Engages in Significant Fact and Expert Discovery[7]

Beginning in April 2019, the parties engaged in substantial fact and expert discovery. Lead Class Counsel worked in conjunction with counsel for the DPPs (collectively with the EPPs, the "purchasers") to gather and synthesize facts, including documents, data and witness testimony from, among others: Defendants, alleged co-conspirators in the RICO enterprise, the FDA, and third-party drug manufacturers. In all, Lead Class Counsel, with assistance of Additional Counsel, reviewed millions of pages of documents produced by Defendants and third parties. Despite the challenges imposed by the COVID-19 pandemic, Lead Class Counsel overcame those challenges and twenty (20) fact witnesses and (20) expert witnesses were deposed.

C. The EPP Classes Are Certified[8]

Lead Class Counsel engaged in substantial work with their experts in order to prepare their class certification filing. First, Lead Class Counsel worked with their damages expert, Dr. Rena Conti, to show that there was injury to substantially all of the class members using common proof. Lead Class Counsel and Dr. Conti analyzed documents and data from the Class Representatives, Defendants, and third parties to demonstrate historic trends in the generic pharmaceutical marketplace and in third-party payor purchasing habits. Lead Class Counsel also worked with Dr.

[7] *See* Joint Decl. at ¶¶24-45.
[8] *See* Joint Decl. at ¶¶46-58.

Conti to utilize nationwide market claims data for the three drugs at issue to show impact and the scope of damages for nationwide and state-specific classes.

Lead Class Counsel recognized that recent class certification decisions in the First Circuit presented significant hurdles to proving class certification. To that end, Lead Class Counsel hired an additional expert, Ms. Laura Craft, to opine on matters related to ascertainability of the Class Members. This required Lead Class Counsel to invest hundreds of additional hours to analyze documents and data collected in discovery with their expert to show the richness of pharmaceutical data and the ease at which such data could be used to identify class members.

On November 2, 2020, Lead Class Counsel filed their motion for class certification. Lead Class Counsel also filed opening reports for both Dr. Conti and Ms. Craft on November 2, 2020. On February 10, 2021, Defendants filed their opposition. Defendants challenged EPPs' ability to show class-wide injury on several fronts, claiming that their expert's methodology of using average pricing masked significant variation in pricing, and that various subgroups, such as Medicare Part D plans and so-called "brand loyalists," within the EPPs' classes were not injured. Defendants also lodged multiple arguments rooted in EPPs' state law claims. Finally, relying on the First Circuit's recent decision in *In re Asacol Antitrust Litig.*,[9] Defendants claimed that EPPs' classes were not ascertainable because they had no administratively feasible methodology for applying class exclusions and eliminating uninjured class members.

Lead Class Counsel worked with both Ms. Craft and Dr. Conti to thoroughly rebut the assertions in Defendants' opposition and in the report from defense expert Dr. Bruce Strombom in their rebuttal reports. After oral argument from Lead Class Counsel, assisted with a slide presentation, the Court certified the EPP Classes.

[9] 907 F.3d 42, 53–54 (1st Cir. 2018).

On May 28, 2021, Defendants filed a petition pursuant to Fed. R. Civ. P. 23(f) seeking permission to appeal the class certification Order. While the Court's May 14, 2021 Order granted both the DPP and EPP class certification motions, Defendants only sought to appeal the certification of the End-Payor Classes under Rule 23(f), claiming the Court's decision conflicted with First Circuit precedent because the EPPs could not prove classwide injury through common proof, rebates were relevant to antitrust injury, and the EPPs could be "brand-loyal." Lead Class Counsel vigorously opposed Defendants' arguments and pointed to the substantial law developed within the First Circuit and others that agreed with this Court's decision, and the evidence adduced through discovery and in expert analysis that supported the EPPs' position. The First Circuit denied the petition on December 21, 2021.

While Defendants' Rule 23(f) petition was pending, this Court approved EPPs' plan for providing class notice of the certified class action and appointed A.B. Data, Ltd. as Notice Administrator on October 26, 2021. On or about November 5, 2021, notice was disseminated. Only three opt-out requests were filed before the deadline of December 20, 2021.

D. Summary Judgment and *Daubert* Motions are Filed[10]

The parties filed their respective motions for summary judgment on May 17, 2021. On the same day the parties also filed their *Daubert* motions to exclude the opposing parties' experts. After full briefing and oral argument held on October 22, 2021, the Court denied all summary judgment motions on November 22, 2021. At the Status Conference held on December 21, 2021, the Court denied all *Daubert* motions.

E. Trial Preparations[11]

Lead Class Counsel was actively engaged in every facet of trial preparations. This included

[10] *See* Joint Decl.at ¶¶59-65.
[11] *See* Joint Decl. at ¶¶66-80.

designating certain witness depositions, crafting portions of the exhibit list, drafting jury instructions, voir dire questions, and verdict slip questions. Lead Class Counsel was preparing to be primary examiner for six live witnesses at trial, and to deliver opening and closing arguments to the jury.

F. Settlement Negotiations[12]

Beginning in October 2021, Lead Class Counsel and Defendants began engaging in settlement discussions. On November 15-16, 2021, Lead Class Counsel engaged in a two-day in-person mediation with Kenneth Feinberg. After the parties failed to reach resolution at the mediation, periodic informal conversations between Lead Class Counsel and Mr. Feinberg continued.

Beginning on February 11, 2022, Lead Class Counsel and Defendants resumed active settlement negotiations through Mr. Feinberg until Defendants made an offer on March 21, 2022 that was within the range Lead Class Counsel had analyzed to be acceptable. After several additional days of negotiations, and with additional assistance from Mr. Feinberg to finalize certain terms, Lead Class Counsel executed their Settlement Agreement with Defendants on April 8, 2022. The Settlement was preliminarily approved on April 28, 2022.

Throughout the litigation, Lead Class Counsel conducted a thorough, efficient prosecution, and in the process avoided duplication of work among themselves or in their collaboration with DPPs' counsel. In light of their efforts throughout the litigation from inception through to the settlement, the Fee and Expense Application is reasonable. The attorneys' fee request is justified under the percentage-of-the-fund approach and reflects a reasonable multiplier on Class Counsel's lodestar. If awarded, Lead Class Counsel will allocate the fees among Class Counsel in proportion

[12] *See* Joint Decl. at ¶¶81-86.

to their contributions to this case.[13] The expenses for which Class Counsel seeks payment were reasonably incurred to achieve this excellent result for the Classes and should be paid. Finally, the Class Representatives devoted significant time and effort to this litigation, at substantial personal risk, and Service Awards of $25,000 to each Class Representative are also appropriate.

III. ARGUMENT[14]

A. THE REQUESTED ATTORNEYS' FEE AWARD IS FAIR AND REASONABLE

In class action litigation, attorneys whose work results in a common benefit for class members are entitled to fair and reasonable fees for their work, subject to the court's discretion.[15] The First Circuit generally favors the "percentage-of-the-fund" method, in which the parties' settlement establishes a "common fund" of money for the benefit of class members and the court may "shape[] the counsel fee based on what it determines is a reasonable percentage of the fund recovered for those benefitted by the litigation."[16] The percentage-of-the-fund method has distinct structural advantages for common fund cases due to its ease in administration and efficiency, as well as providing "appropriate financial incentives" necessary to "attract well-qualified plaintiffs' counsel who are able to take a case to trial, and who defendants understand are able and willing to do so."[17] From a policy standpoint, "the [percentage] method of calculating fees more

[13] *See In re "Agent Orange" Prod. Liab. Litig.*, 818 F.2d 216, 223 (2d Cir. 1987) (recognizing class counsel may distribute general fee award in "some relationship to the services rendered").
[14] Class Counsel's efforts on behalf of the Classes are described in the Joint Decl. and in the supporting Class Counsel declarations attached thereto as Exhibits 1 through 4.
[15] *See, e.g.*, FED. R. CIV. P. 23(h) ("[i]n a certified class action, the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement."); *see also In re Thirteen Appeals Arising Out of the San Juan Dupont Plaza Hotel Fire Litig.*, 56 F.3d 295, 305 (1st Cir. 1995) (attorneys in common fund cases entitled to reasonable attorney fees from fund); *Bezdek v. Vibram USA Inc.*, 79 F. Supp. 3d 324, 349 (D. Mass. 2015) ("Attorneys in a certified class action may be awarded reasonable fees and costs."); *In re Volkswagen & Audi Warranty Extension Litig.*, 89 F. Supp. 3d 155, 164 (D. Mass. 2015) (reasonable fee is question in sound discretion of trial judge).
[16] *In re Thirteen Appeals*, 56 F.3d at 305; *see also Boeing Co. v. Van Gemert,* 444 U.S. 472, 478 (1980).
[17] *In re WorldCom, Inc. Sec. Litig.*, 388 F. Supp. 2d 319, 359 (S.D.N.Y. 2005); *see also In re Thirteen Appeals*, 56 F.3d at 308.

appropriately aligns the interests of the class with the interests of class counsel—the larger the value of the settlement, the larger the value of the fee award."[18] Courts have discretion to cross-check the reasonableness of this award with the "lodestar" method, in which the court calculates the fee award by "determining the number of hours productively spent on the litigation and multiplying those hours by reasonable hourly rates."[19] The resulting lodestar may be increased by a multiplier based on factors including the risks related to pursuing contingent fees in the case, delay in payment, quality of representation, novelty of the law and public interest.[20] As discussed below, the requested fee award of $40,600,000 is objectively fair and reasonable under both the percentage-of-the-fund method and lodestar method.

1. The Percentage-of-the-Fund Method Supports the Lead Class Counsel's Fee Request

Although the First Circuit has not endorsed a specified set of factors to be used in evaluating a fee request's reasonableness, district courts in this Circuit generally consider the following factors: (1) the risk of the litigation and nonpayment; (2) the fee awards in similar cases; (3) the complexity and duration of the litigation; (4) the skill, experience, and efficiency of the attorneys involved; (5) the amount of time devoted to the case by counsel; (6) public policy considerations; and (7) the benefit to the class.[21] When many of these factors are present, courts will often award a larger percentage of the fund (under the percentage-of-the-fund method) and/or

[18] *Bussie v. Allmerica Fin. Corp*., No. 97-40204-NMG, 1999 WL 342042, at *2 (D. Mass. May 19, 1999).
[19] *In re Thirteen Appeals*, 56 F.3d at 305, 307 (noting percentage-of fund method "better approximates the workings of the marketplace" because it "is result-oriented rather than process-oriented, while lodestar method "encourages lawyers to expend excessive hours" on the case).
[20] *See Grendel's Den, Inc. v. Larkin*, 749 F.2d 945, 951 (1st Cir. 1984); *In re Volkswagen*, 89 F. Supp. 3d at 165 ("A case that does not involve any novel issues of law or implicate the public interest, for example, may be a poor candidate for an attorneys' fees multiplier.").
[21] *See In re Cabletron Sys., Inc. Sec. Litig*., 239 F.R.D. 30, 38 (D.N.H. 2006) (multi-factor test common approach to determine reasonableness of fee award); *accord In re Neurontin Mktg. & Sales Practices Litig*., 58 F. Supp. 3d 167, 170 (D. Mass. 2014) (same); *In re TJX Companies Retail Sec. Breach Litig*., 584 F. Supp. 2d at 401 (noting typical factors); *In re Puerto Rican Cabotage Antitrust Litig.*, 815 F. Supp. 2d 448, 457-58 (D.P.R. 2011) (same); *In re Relafen Antitrust Litig*., 231 F.R.D. 52, 79 (D. Mass. 2005) (same).

a higher multiplier (under the lodestar method).[22] Here, all of these factors favor Lead Class Counsel's fee request.

a) This Case Presented Substantial Risks from Inception through Trial

"[M]any cases recognize that the risk [of non-payment] assumed by an attorney is perhaps the foremost factor in determining an appropriate fee award."[23] "A contingency fee arrangement often justifies an increase in the award of attorneys' fees…[otherwise] very few lawyers could take on the representation of a class client given the investment of substantial time, effort, and money especially in light of the risks of recovering nothing."[24] "Where[] lead counsel undertook this action on a contingency basis and faced a significant risk of non-payment, this factor weighs more heavily in favor of rewarding litigation counsel."[25]

This case was litigated on a fully contingent basis and presented a substantial risk of non-payment. For almost four years, Lead Class Counsel, assisted by Additional Counsel, devoted thousands of hours of attorney time and millions of dollars in expenses investigating the facts underlying the EPPs' claims, defending against Defendants' various motions, certifying a litigation class and preparing for trial, work for which there was no guarantee counsel would ever be compensated. The complexity of generic delay suits as well as Ranbaxy's vigorous defense necessitated Lead Class Counsel's considerable investment of time and resources, to advance EPPs' claims and achieve the substantial settlement reached in this case.

Lead Class Counsel also bore challenges that were unique to litigating on behalf of classes of indirect purchasers. For instance, because *Illinois Brick Co. v. Illinois*[26] bars indirect

[22] *See Grendel's Den*, 749 F.2d at 951.
[23] *In re Lupron Mktg. & Sales Practices Litig*., No. MDL 1430, 2005 WL 2006833, at *4 (D. Mass. Aug. 17, 2005).
[24] *Id.*; *see also In re TJX*, 584 F. Supp. 2d at 398 (acknowledging that fee may be enhanced to account for the contingency risk).
[25] *Medoff v. CVS Caremark Corp*., No. 09-cv-554-JNL, 2016 WL 632238, at *9 (D.R.I. Feb. 17, 2016).
[26] 431 U.S. 720 (1977).

purchaser claims under federal antitrust law, Lead Class Counsel brought EPPs' antitrust claims under numerous individual state antitrust and consumer protection laws. This strategy required Lead Class Counsel to navigate several challenges. As just one example, it was unclear at the outset of the litigation whether the ruling on preemption in *Buckman Co. v. Plaintiffs' Legal Comm.*[27] and its progeny would apply to EPPs' state law claims.[28] Additionally, recent class certification decisions in the First Circuit, including the decisions in *In re Intuniv Antitrust Litig.*[29] and *In re Asacol Antitrust Litig.*,[30] presented significant hurdles to EPPs' prosecution of the case on a class-wide basis, as demonstrated by other decisions in currently pending matters.[31] Defendants' attempt to appeal only the EPPs' class certification ruling further highlights these risks.[32] Despite these additional uncertainties, Lead Class Counsel took the considerable risks of retaining a new expert to combat class certification, at their own expense, and invested hundreds of hours of additional attorney time, for which they might never have been compensated.

Trying this case would have presented considerable additional risks, as reflected in the mixed results of other recent antitrust trials.[33] Though contested by EPPs, in their proposed verdict slip Defendants asserted questions about the statute of limitations, *Noerr-Pennington* Immunity, and mail and wire fraud, concluding with byzantine damages questions that had disjunctive phrasing even counsel could not follow.[34] If even a single lay juror declined to find for EPPs on

[27] 531 U.S. 341, 347 (2001).
[28] *See* Joint Decl., at ¶19.
[29] No. 1:16-CV-12396-ADB, 2019 WL 3947262, at *1 (D. Mass. Aug. 21, 2019) (denying IPP class certification).
[30] 907 F.3d 42 (1st Cir. 2018) (denying EPP class certification).
[31] *See In re Niaspan Antitrust Litig.*, No. 13-MD-2460, 2020 WL 2933824 (E.D. Pa. June 2, 2020) (denying EPP class certification over predominance concerns).
[32] *See* Joint Decl., at ¶55.
[33] *See, e.g., In re Nexium Antitrust Litig.*, 842 F.3d 34 (1st Cir. 2016) (affirming verdict and entry of judgment for defendants following a six-week jury trial in another generic suppression suit); *In re Wholesale Grocery Prods. Antitrust Litig.*, 957 F.3d 879 (8th Cir. 2020) (affirming verdict and entry of judgment for defendants).
[34] At the point the Settlement was reached, the Court had not yet issued a final verdict slip.

any one of these issues, EPPs would have recovered nothing. In addition, even if EPPs were to succeed in establishing liability, the End-Payor Classes would have been required to prove damages. Defendants' expert asserted in his report, and likely would have at trial, that EPPs were entitled as little as no damages for all three drugs.[35]

Nor would a favorable verdict have resolved the litigation. Defendants appealed, or attempted to appeal, nearly every major ruling that went against them. When the DPP and EPP Classes were certified in the Court's May 14, 2021 class certification Order, Defendants only attempted to appeal EPPs' class certification. Defendants almost certainly would have appealed any verdict in favor of EPPs, and vice versa, further jeopardizing and delaying any class recovery.

b) The Fee Award Is Reasonable in Light of Fee Awards in Other Generic Suppression Lawsuits

Lead Class Counsel's twenty-eight percent attorneys' fee request is firmly supported by fee awards in similar cases.[36] In this Circuit, percentage fee awards range from 20% to 35% of the fund.[37] End-payor generic suppression cases share certain characteristics, such as subject matter complexity, voluminous discovery and experts, class certification difficulties, and sophisticated and aggressive defense counsel, so the most appropriate comparators are attorneys' fees awarded in such suits. Among comparable end-payor generic suppression class actions, fees of 28% or greater are by far the most common.[38] Lead Class Counsel are aware of attorneys' fee awards in eighteen end-payor generic suppression class actions over the past decade-and-a-half. In fifteen of these cases, fees of 33% or greater were awarded, including in all of the twelve most recent, four from this Circuit; in two cases, fees between 30% and 33% were awarded; and in three cases, fees

[35] *See* Strombom Report, ECF No. 331-13 at ¶8.
[36] *See* Exhibit 6 to the Joint Decl., Chart of Attorneys' Fee Awards in End-Payor Generic Suppression Class Action Cases.
[37] *In re Neurontin Mktg. & Sales Pracs. Litig.,* 58 F. Supp. 3d 167 (D. Mass. 2014).
[38] *See* Ex. 6 to Joint Decl.

between 25% and 30% were awarded.[39] Moreover, reflecting the quality of the results Lead Class Counsel obtained, the $145 million recovery is among the largest settlements in recent end-payor cases.[40]

Here, Class Counsel's unreimbursed efforts over the course of nearly four years culminated in one of the largest settlements for end payors in recent history and required considerable expenditure of skill, risk, time, and resources. Whether those efforts would result in any recovery was unknown up until two weeks before trial in this matter was set to begin. Under the circumstances, Class Counsel's fee request is not only in-line with fee awards in similar cases, but also extremely reasonable.

c) Class Counsel Are Highly Skilled and Possess Extensive Expertise Litigating Pharmaceutical Class Actions

Lead Class Counsel are among the most experienced class action and antitrust firms in the country. In this case, Lead Class Counsel brought to bear their decades of antitrust and complex litigation experience, including their extensive experience representing third party payors in similar suits against pharmaceutical manufacturers and serving as lead and executive committee counsel in many of the nation's largest and most significant pharmaceutical antitrust cases.[41]

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[39] *See* Ex. 6 to Joint Decl.; *see also In re Loestrin 24 Fe Antitrust Litig.*, No. 1:13-MD-2472-WES-PAS (D.R.I. Feb 6, 2020), ECF No. 1401-4 (awarding 33% attorney fees)*; In re Solodyn (Minocycline Hydrochloride) Antitrust Litig*., No. 1:14-md-02503-DJC (D. Mass. July 18, 2018), ECF No.1176.

[40] *See* Ex. 6 to Joint Decl. This Court has recognized that "no special standards or presumptions categorically to reduce fee awards" apply in so-called "mega-fund" cases, where the settlement is generally $100 million or more, and federal district courts across the country have routinely awarded class counsel fees in excess of 30% in these cases. *Arkansas Tchr. Ret. Sys. v. State St. Bank & Tr. Co.*, 512 F. Supp. 3d 196, 239 (D. Mass. 2020); *see also In re Urethane Antitrust Litig*., No. 04-1616-JWL, 2016 WL 4060156, at *6 (D. Kan. July 29, 2016) (awarding 33.33% fee on $835 million settlement and a 3.2 multiplier, noting "Counsel's expert has identified 34 megafund cases with settlements of at least $100 million in which the court awarded fees of 30 percent or higher"); *Dahl v. Bain Capital Partners, LLC*, No. 07-cv-12388 (D. Mass. Feb 2, 2015), ECF No. 1095 (awarding 33% fee of $590 million settlement).

[41] *See e.g. In re Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 16-md-2724 (E.D. Pa.) (Lowey Dannenberg representing three direct-action plaintiffs and Dugan Law Firm on plaintiffs' steering committee); *Blue Cross Blue Shield Ass'n, et al. v. GlaxoSmithKline LLC*, No. 13-4663-JS (E.D. Pa.) (Lowey Dannenberg representing forty health insurance plans alleging RICO violations as a result of misrepresentations about safety of drugs manufactured at unsafe plant); *In re: National Prescription Opiate Litigation*, No. 17-md-02804 (N.D. Ohio) (Dugan Law Firm member of plaintiffs' executive committee).

Despite facing considerable obstacles, Class Counsel were able to employ their skill and experience here to obtain an excellent recovery for the End-Payor Classes. This suit was particularly complex, as it involved multiple liability theories (i.e., antitrust, consumer protection and RICO) and required a deep understanding of patent, antitrust, and pharmaceutical regulatory law, as well as the facts particular to this case. Ranbaxy, a multi-national pharmaceutical company, retained counsel who employed an aggressive litigation strategy. Accordingly, the quality of representation provided by Class Counsel supports the fee request.

d) This Case Was Extremely Complex

"The complexity of [] antitrust law is well known."[42] "[A]ntitrust class actions are notoriously complex, protracted, and bitterly fought."[43] In antitrust cases, "[t]he 'best' case can be lost and the 'worst' case can be won, and juries may find liability but no damages. None of these risks should be underestimated."[44] This case was no exception. Lead Class Counsel, on behalf of the EPPs, asserted an attempted monopolization theory. As to two of the three drugs, Lead Class Counsel would have had to persuade the jury that Defendants exerted monopoly power for drugs they had not yet sold. On top of antitrust law and damages economic damages theories that are present in antitrust cases, the case required mastery in patent and drug law, and competency in the science and manufacturing processes behind pharmaceutical products. For example, Lead Class Counsel was preparing an expert to testify at trial on bioequivalence testing of Nexium for administration through nasogastric tubes. The RICO claim further required an understanding of racketeering law. Defendants' aggressive litigation strategy added to this complexity.

[42] *Puerto Rican Cabotage*, 815 F. Supp. 2d at 459.
[43] *Id*.
[44] *In re Superior Beverage/Glass Container Consol. Pretrial*, 133 F.R.D. 119, 127 (N.D. Ill. 1990); *see also In re Flonase Antitrust Litig*., 951 F. Supp. 2d 739, 743 (E.D. Pa. 2013) ("Antitrust class actions are particularly complex to litigate").

e) Class Counsel Litigated with Diligence and Efficiency

The extensive time and effort Class Counsel expended in prosecuting this action favors Counsel's requested fee award.[45] In total, Class Counsel devoted 18,733 hours to pursuing, and ultimately obtaining, a recovery on behalf of the End-Payor Classes. The amount of time Class Counsel invested was necessary and appropriate in light of the length of the litigation, the complexity of the claims and defenses, and the prowess of the Defendants' attorneys. The extensive efforts taken to achieve and maintain certification of the Classes, described in detail in section II.C above, is just one piece of the substantial work Class Counsel expended in all aspects of the case. Class Counsel actively litigated this case for almost four years. During that period, as described above and in the accompanying declaration, Lead Class Counsel, as assisted by Additional Counsel, briefed and largely defeated, two rounds of motions to dismiss; engaged in extensive discovery; successfully obtained certification of the End-Payor Classes and defeated an attempted appeal to the First Circuit; briefed summary judgment motions; filed and defended against *Daubert* challenges and motions *in limine*; prepared the case for trial, and successfully negotiated a substantial settlement for the End-Payor Classes.[46]

In performing these tasks for the benefit of the End-Payor Classes, Lead Class Counsel made every effort to be efficient, in terms of both time spent and ensuring counsel and staff handled these tasks with appropriate skill and experience. Lead Class Counsel reviewed the time to ensure that all work performed was for the common benefit, nonduplicative, or excessive. To that end, each firm was notified that billing spent in connection with the leadership negotiations, certain administrative tasks, and this attorneys' fee and expense request would be disallowed. In order to

[45] *Puerto Rican Cabotage*, 815 F. Supp. 2d at 461 (where counsel "spent significant, but not excessive, time prosecuting the instant action…this factor points in favor of Lead Counsel's fee request").
[46] *In re Relafen*, 231 F.R.D. at 80.

avoid duplication of effort, Lead Class Counsel worked together with counsel for the DPPs to divide tasks and focus on the pertinent legal questions and factual record. When appropriate, counsel for the EPPs and DPPs groups jointly retained experts, ensuring that the purchasers spoke with a single voice on common issues and reducing each group's costs.

f) The Classes Substantially Benefit from the Settlement

The benefits "actually accruing to the class is an important consideration in assessing the reasonableness of the fee award."[47] This is to ensure that the class action mechanism "delivers relief into the hands of those in whose name it was established-the class."[48]

The Settlement here represents an excellent recovery for End-Payor Class Members. Lead Class Counsel obtained a substantial recovery of $145,000,000 for the benefit of the thousands of EPPs constituting the Classes. The Settlement is all cash, is not based on the claims received, and does not permit any reversion of funds to Defendants. As a result, to the extent any Class Members do not submit claims, that portion of the Net Settlement Fund will be redistributed to those Class Members that do submit claims. The EPPs' $145 million Settlement is among the largest in recent generic suppression end-payor cases, and more than three times as large as the typical end-payor settlement.[49] Class Members will greatly benefit.

g) Class Counsel's Requested Fee Furthers the Public Interest in Incentivizing End-Payor Suits Challenging Anticompetitive Practices by Pharmaceutical Companies

Class Counsel's attorneys' fees request is consistent with public policy objectives. Courts have recognized that attorneys' fee awards should reflect the important goal of "providing lawyers with sufficient incentive to bring common fund cases that serve the public

[47] *In re TJX*, 584 F. Supp. 2d at 402.
[48] *Id*. at 406.
[49] *See* Joint Decl. at Ex. 6.

interest."[50] Antitrust class actions advance the public interest both by deterring predatory behavior and compensating those who have been wronged.[51] "In the absence of adequate attorneys' fee awards, many antitrust actions would not be commenced, since the claims of individual litigants, when taken separately, often hardly justify the expense of litigation."[52]

The rising cost of pharmaceuticals is among the most pressing issues facing our country.[53] The public interest in attracting experienced and sophisticated litigators is particularly salient in suits challenging anticompetitive practices in the health care industry, as drug companies think of new ways to game the system, at the expense of EPPs. Once they're found out, defendant pharmaceutical companies have vast resources and retain top-tier defense firms that typically pursue aggressive litigation strategies. Reasonable attorneys' fees are necessary to ensure that such suits attract equally adept class counsel who are incentivized to invest the time and resources necessary to obtain recoveries for the class. The End-Payor Classes contain not only health insurers, but also small employer and union-sponsored health and welfare funds, like Class Representative UFCW NEPA. Absent the class action vehicle, these small plans most likely would have no recourse against rampant industry abuse.[54] The benefits of these actions are felt not only by class members, but ripple out to the public and future plaintiffs, as favorable rulings push the law forward for future cases.[55]

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[50] *Goldberger v. Integrated Resources, Inc.*, 209 F.3d 43, 51 (2d Cir. 2000).
[51] *Lupron*, 2005 WL 2006833, at *6 ("The public interest is also served by the defendants' disgorgement of the proceeds of predatory marketplace behavior.").
[52] *Alpine Pharmacy, Inc. v. Chas. Pfizer & Co., Inc.*, 481 F.2d 1045, 1050 (2d Cir. 1973).
[53] Ashley Kirzinger et al., *KFF Health Tracking Poll – May 2021: Prescription Drugs*, KAISER FAMILY FOUNDATION (June 3, 2021), https://www.kff.org/health-costs/poll-finding/kff-health-tracking-poll-may-2021/prescription.
[54] *See Puerto Rican Cabotage,* 815 F. Supp. 2d at 463 ("Class action plaintiffs' attorneys provide an invaluable service by aggregating the seemingly insignificant harms endured by a large multitude into a distinct sum where the collective injury can then become apparent."); *Mazola v. May Dep't Stores Co*., No. 97-cv-10872-NG, 1999 WL 1261312, at *4 (D. Mass. Jan. 27, 1999) (class actions "give[] voice to relatively small claimants who may not be aware of statutory violations or have an avenue to relief. . . . the only way in which to make such actions economically feasible is to award [attorneys' fees.]").
[55] Lead Class Counsel's efforts here benefitted class members in other pending litigation. *See, e.g.,* Notice of

2. The Lodestar Cross-Check Further Supports the Reasonableness of Class Counsel's Fee

Class Counsel's lodestar confirms the reasonableness of their fee request. When lodestar is used as a cross-check, "the focus is not on the 'necessity and reasonableness of every hour' of the lodestar, but on the broader question of whether the fee award appropriately reflects the degree of time and effort expended by the attorneys."[56] Class Counsel expended over 18,733 hours resulting in a total lodestar of more than $13,804,000.[57] These hours were reasonable and necessary to litigate this case effectively and to achieve the best possible recovery on behalf of the Classes. The Settlement was only reached after Class Counsel conducted an extensive factual investigation and legal analysis. As described above and in the Joint Declaration, Lead Class Counsel devoted significant time and efforts to litigating this action. Given the (relatively) short but intense duration of the case over the past four years, the hours Class Counsel accrued for all of this work are reasonable.

Additionally, the billing rates Class Counsel charged for this work are reasonable. Reasonable hourly rates are those rates "prevailing in the community for similar services by lawyers of reasonably comparable skill, experience, and reputation."[58] When a case is national in scope, the relevant community may be a location other than the forum, or even the national legal community, and the relevant rates are the out-of-town or "nationally prevailing rates" for similar attorneys' services.[59] Here, the litigation required the expertise of counsel experienced in class

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Supplemental Authority in Support of Motion for Class Certification by End-Payor Plaintiffs, *In re: Opana ER Antitrust Litig.*, 1:14-cv-10150 (N.D. Ill. May 18, 2021), ECF No. 722.

[56] *Tyco Intern., Ltd. Multidistrict Litig.*, 535 F. Supp. 2d at 270.

[57] Joint Decl., at ¶¶91-93.

[58] *Giorgio v. Duxbury*, No. 12-11171-LTS, 2016 WL 3983232, at *2 (D. Mass. July 25, 2016).

[59] *See, e.g., Williams v. Poulous*, Nos. 94-2057, 94-2058, 1995 WL 281451, at *4 (1st Cir. May 12, 1995) ("out-of-town rates may be applied if the complexities of a particular case require that particular expertise of non-local counsel . . . or 'when the case is an undesirable one which capable attorneys within the forum community are not willing to prosecute or defend[.]'"); *Spruill v. Alexander*, No. 09-292S, 2011 WL 2413837, at *4-5 (D.R.I. Mar. 31, 2011); (applying out-of-town rates because of attorneys' expertise); *Lucas v. Kmart Corp.*, No. 99-cv-01923-JLK-

actions and the highly specialized area of generic drug suppression cases on behalf of EPPs. Class Counsel brought claims on behalf of nationwide classes, as well as state subclasses under the laws of several states. Class Counsel are based out-of-state, *i.e.*, New York, Pennsylvania, and Louisiana. Class Counsel's rates are comparable to those charged in national, complex class actions, and have been previously accepted by this Court.[60]

Class Counsel worked to ensure that the reported lodestar is based only on the time spent for the common benefit of the End-Payor Classes. As described above, each Class Counsel firm's time reports were reviewed by Lead Class Counsel and certain time was excluded. Class Counsel have also submitted declarations from each firm providing additional detail on the work performed, as well as support for their hourly rates.[61] The twenty-eight percent fee request represents only a moderate enhancement, a 2.94 multiplier, over Class Counsel's reported lodestar. This enhancement appropriately reflects the fact that counsel performed all work on a contingent basis, forgoing payment for several years. Indeed, courts, including this one, have recognized that multipliers greater than that requested here are reasonable in comparable suits, and so should it be deemed here.[62]

B. THE REQUESTED EXPENSES ARE REASONABLE

Class Counsel seeks reimbursement of $2,268,845.61 in litigation expenses that were

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CBS, 2006 WL 2729260, at *4 (D. Colo. July 27, 2006) ("[T]he relevant community for purposes of determining a reasonable billing rate for Class Counsel likely consists of attorneys who litigate nationwide, complex class actions.").

[60] *See Barr v. Drizly, LLC*, No. 1:20-CV-11492 (D. Mass. Nov. 4, 2021) (ECF. No. 72) (awarding attorney fees).

[61] *See* Exs. 1 through 4 to Joint Decl..

[62] *See, e.g., Mooney v. Domino's Pizza, Inc.,* No. 1:14-cv-13723, 2018 WL 10232918, at *1 (D. Mass. Jan. 23, 2018) (applying a lodestar multiplier of 4.77); *Gordan v. Mass. Mut. Life Ins. Co.,* No. 13-cv-30184, 2016 WL 11272044, at *3 (D. Mass. Nov. 3, 2016) (applying a lodestar multiplier of 3.66)*; In re Neurontin Mktg. and Sales Practices Litig.,* 58 F. Supp. 3d 167 (D. Mass. 2014) (applying a lodestar multiplier of 3.32;) *New England Carpenters Health Benefits Fund v. First Databank, Inc.,* No. 05-11148, 2009 WL 2408560, at *2 (D. Mass. Aug. 3, 2009) (applying a lodestar multiplier of 8.3); *Bussie*, 1999 WL 342042 (awarding fee 3.32 times attorney lodestar). *See also In re Relafen*, 231 F.R.D. at 81-82 (noting vast majority of fee awards in cases with $50-200 million common funds had multipliers between 1.0 and 4.0).

reasonably incurred in prosecuting this action. The First Circuit has recognized that "lawyers whose efforts succeed in creating a common fund for the benefit of a class are entitled not only to reasonable fees, but also to recover from the fund, as a general matter, expenses, reasonable in amount, that were necessary to bring the action to a climax."[63]

The substantial majority of expenses (75%) were paid out of common litigation funds, to which Class Counsel firms contributed. These funds were used to pay a variety of expenses that benefited the class, including the costs of testifying and consulting experts, the document review platform, remote deposition expenses, trial support, jury research and mediation services. Litigation fund expenses amounted to $1,698,955.64. In addition to those expenses, individual firms separately incurred a total of $569,889.97 in expenses. A more detailed breakdown of expenses is reflected in the attached Joint Declaration of Lead Class Counsel.[64] Lastly, the court-appointed claims administrator, A.B. Data, has advised Class Counsel that it estimates it will cost no more than $225,000 to complete the claims distribution process.[65]

C. THE REQUESTED SERVICE AWARDS ARE REASONABLE.

EPPs request Service Awards of $25,000 to each of the two Class Representatives in connection with the Settlement. Courts routinely approve service awards "to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation."[66] "In granting [service] awards to named plaintiffs in class actions, courts

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[63] *In re Fidelity/Micron Sec. Litig.*, 167 F.3d 735, 737 (1st Cir. 1999); *see also Latorraca v. Centennial Techs. Inc.*, 834 F. Supp. 2d 25, 28 (D. Mass. 2011) ("In addition to attorneys' fees, lawyers who recover a common fund for a class are entitled to reimbursement of out-of- pocket expenses incurred during litigation.").

[64] *See* Joint Decl., at ¶¶100-101; *see also Bezdek*, 79 F. Supp. 3d at 351-52 (finding "costs associated with mediation, legal research, filing fees, consultation with experts, photocopying, and travel to hearings, depositions, and meeting…reasonable.").

[65] *See* Joint Decl., at ¶103; *see also* Exhibit 5 to Joint Decl., Declaration of Eric J. Miller Regarding (A) Mailing of the Postcard Notice; (B) Publication of Summary Notice; and (C) Report on Objections and Requests to Speak at Fairness Hearing Received To Date ("Miller Decl."), at ¶14.

[66] *Carlson v. Target Enter., Inc.*, No. 18-40139, 2020 WL 1332839, at *3 (D. Mass. Mar. 23, 2020).

consider not only the efforts of the plaintiffs in pursuing the claims, but also the important public policy of fostering enforcement of laws and rewarding representative plaintiffs for being instrumental in obtaining recoveries for persons other than themselves."[67]

The requested awards are consistent with those approved for class representatives in other end-payor generic delay suits,[68] as well as those approved in other class suits in this circuit.[69] Moreover, because they represent only 0.034% of the total value of the Settlement, the proposed Service Awards would have a negligible impact on other Class Members' recoveries. The substance of the Class Representatives' work on this litigation further supports the End-Payors' requested awards.[70] The Class Representatives actively participated in the litigation, stayed abreast of the progress of the case, collected and produced documents and responded to interrogatories, and prepared for and gave depositions. Because this case settled two weeks before trial, both Class Representatives expended considerable time and effort preparing to testify. The Class Representatives performed these services over many years despite the risk that there would be no recovery for the End-Payor Classes. Further, granting the Service Awards promotes a public policy of encouraging individuals to undertake the responsibility of representative lawsuits.[71]

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[67] *Bussie*, 1999 WL 342042, at *3.
[68] Order at 4, *In re Solodyn*, No. 1:14-md-02503-DJC (D. Mass. July 18, 2018), ECF No. 1176 ($20,000 service award to TPP class representative and $145,000 total in service awards); Order at 10, *In re Aggrenox Antitrust Litig.*, No. 3:14-md-02516-SRU (D. Conn. July 19, 2018), ECF No. 821 (awarding $100,000 total in service awards); *In re Neurontin*, 58. F. Supp. 3d 167 (awarding $25,000 to each TPP class representative).
[69] *See Spicer v. Chi. Bd. Options Exchange, Inc*., 844 F. Supp. 1226, 1267-68 (N.D. Ill. 1993) (collecting cases approving service awards ranging from $5,000 to $100,000); *Lauture v. A.C. Moore Arts & Crafts, Inc*., No. 17-CV-10219, 2017 WL 5900058, at *1 (D. Mass. Nov. 28, 2017) (reflecting service awards of $15,000 to each class representative; *In re Prudential Ins. Co. of Am. SGLI/VGLI Contract Litig*., No. 3:10-CV-30163, 2014 WL 6968424, at *7 (D. Mass. Dec. 9, 2014) (reflecting service awards of $10,000 to each of 10 class representatives).
[70] *See In re Lupron*, 2005 WL 2006833, at *7 ("[W]here, as here, the named plaintiffs participated actively in the litigation," such awards "serve an important function in promoting class action settlements.").
[71] *See In re Relafen*, 231 F.R.D. at 82 ("Because a named plaintiff is an essential ingredient of any class action, an incentive award can be appropriate to encourage or induce an individual to participate in the suit.").

IV. CONCLUSION

For the foregoing reasons, Lead Class Counsel respectfully requests: (i) attorneys' fees in the amount of $40,600,000 plus interest; (ii) expenses reimbursed in the amount of $2,268,845.61 and approval to expend up to $225,000 to complete the settlement distribution process; and (iii) Service Awards of $25,000 for each of the two Class Representatives.

Dated: June 27, 2022

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on June 27, 2022, a true copy of the foregoing document was served on all counsel of record by electronic transmission and/or electronically filing the document with the Court's CM/ECF system.

/s/Renee A. Nolan

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE: RANBAXY GENERIC DRUG APPLICATION ANTITRUST LITIGATION	MDL No. 2878
THIS DOCUMENT RELATES TO: All End-Payor Actions	Master File No. 19-md-02878-NMG

[PROPOSED] ORDER AWARDING
ATTORNEYS' FEES, LITIGATION EXPENSES, AND SERVICE AWARDS

This matter came before the Court for a duly-noticed hearing on September 8, 2022 (the "Fairness Hearing"), upon End-Payor Plaintiffs' Lead Class Counsel's Motion for Award of Attorneys' Fees and Litigation Expenses, and Application for Service Awards (the "Fee and Expense Application") in the above-captioned action (the "Action"). The Court has considered the Fee and Expense Application and all supporting and other related materials, including the matters presented at the Fairness Hearing. Due and adequate notice having been given to the End-Payor Class Members of (a) the Settlement Agreement entered into by Plaintiffs United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania ("UFCW NEPA"), Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana, and HMO Louisiana., Inc. ("BCBS LA"), individually and on behalf of the End-Payor Classes they represent, and Defendants Ranbaxy, Inc. and Sun Pharmaceutical Industries Ltd. ("Ranbaxy") on April 8, 2022 (the "Settlement Agreement")[1], and (b) the attorneys' fees and expenses and service awards being sought, the Fairness Hearing having been held, and the Court having

[1] Unless otherwise defined herein, all capitalized terms used have the meanings set forth and defined in the Settlement Agreement.

considered all papers filed and proceedings held herein and otherwise being fully informed in the premises and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Court has personal jurisdiction over Plaintiffs, Ranbaxy, and all End-Payor Class Members, and subject matter jurisdiction over the Action to approve the Settlement Agreement and all exhibits attached thereto.

2. Notice of the Fee and Expense Application was provided to End-Payor Class Members in a reasonable manner, and such notice complies with Rule 23(h)(1) of the Federal Rules of Civil Procedure and due process requirements.

3. The Court hereby awards attorneys' fees in the amount of _____ percent of the Settlement Fund ($_____) and $_____ in payment of litigation expenses, plus interest on such fees and litigation expenses earned at the same rate as earning on the Settlement Fund, accruing from inception of the Settlement Fund. Following entry of an order by the Court granting final approval to the material terms of the Settlement Agreement, the attorneys' fees and the litigation expenses, as awarded by the Court, shall be paid to Lead Class Counsel from the Settlement Fund, immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential appeal therefrom, or collateral attack on the Settlement or any part thereof.

4. Lead Class Counsel shall allocate the attorneys' fees awarded in a manner which Lead Class Counsel, in good faith, believe reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action.

5. In addition, disbursements for amounts (in the aggregate) of less than two hundred twenty-five thousand dollars ($225,000) for expenses associated with providing notice of the

Settlement to the End-Payor Classes and administering the Settlement may be made from the Settlement Fund without seeking further approval of the Court. Any such costs in excess of the $225,000 may be paid from the Settlement Fund only with the approval of the Court.

6. Plaintiffs UFCW NEPA and BCBS LA are awarded $25,000 each ($50,000 total) as Service Awards in recognition of their efforts on behalf of the End-Payor Classes, which shall be paid from the Settlement Fund.

7. In granting these awards, the Court has considered and found that:

a. The Settlement Agreement has created a fund of $145,000,000 in cash that Defendants have paid into escrow pursuant to the terms of the Settlement Agreement;

b. Lead Class Counsel's efforts in this Action and in reaching the Settlement will allow numerous Class Members which submit valid Claim Forms to receive distributions from the Net Settlement Fund;

c. Lead Class Counsel have prosecuted the Action and achieved the Settlement with skill, perseverance, and diligent advocacy;

d. The Action involves numerous complex factual and legal issues and was actively litigated and, in the absence of a settlement, would have involved lengthy proceedings with uncertain resolution of the numerous complex factual and legal issues;

e. Had Lead Class Counsel not achieved the Settlement, a risk would remain that Plaintiffs and the End-Payor Classes may have recovered less or nothing from Defendants;

f. Public policy considerations support the requested fee, as only a small number of firms have the requisite expertise and resources to successfully prosecute cases

such as the Action;

g. Notice was disseminated stating that Lead Class Counsel would be moving for attorneys' fees and expenses in an amount not to exceed 33 and 1/3 percent of the Settlement Fund, and that named Plaintiffs would be seeking Service Awards for each named Plaintiff, and ____ Class Members objected;

h. The attorneys' fee award is fair, reasonable, appropriate and consistent with the awards in similar cases, and represents a reasonable multiplier on Class Counsel's lodestar, in view of the applicable legal principles and the particular facts and circumstances of the Action;

i. The requested litigation expenses were reasonable and necessary to bring the action to a resolution, and benefitted the End-Payor Classes; and

j. The Service Awards for Plaintiffs UFCW NEPA and BCBS LA are reasonable in light of the efforts of Plaintiffs in pursuing this Action and consistent with service awards approved in similar cases.

8. Without affecting the finality of this Order in any way, this Court hereby retains continuing jurisdiction over the Parties and the End-Payor Class Members for all matters relating to this Action, including the administration, interpretation, effectuation, or enforcement of this Order.

9. Pursuant to Section 12(c) of the Settlement Agreement, the Fee and Expense Application is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. A separate order is being entered regarding Final Approval and Judgment and approving the Plan of Allocation.

10. There is no just reason for delay in the entry of this Order, and immediate entry by the Clerk of the Court is expressly directed.

IT IS SO ORDERED.

Date: _____, 2022.

_____
NATHANIEL M. GORTON
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE: RANBAXY GENERIC DRUG APPLICATION ANTITRUST LITIGATION	MDL No. 2878
THIS DOCUMENT RELATES TO: All End-Payor Cases	Master File No. 19-md-02878-NMG

JOINT DECLARATION OF GERALD LAWRENCE, ESQ. AND JAMES R. DUGAN, II, ESQ. IN SUPPORT OF (A) END-PAYOR PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF THE PROPOSED CLASS ACTION SETTLEMENT; AND (B) END-PAYOR LEAD CLASS COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES, LITIGATION EXPENSES, AND SERVICE AWARDS

We, Gerald Lawrence, Esq., and James R. Dugan, II, Esq., pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. We are partners at Lowey Dannenberg, P.C. and The Dugan Law Firm, APLC, respectively (collectively, "Lead Class Counsel"), and we represent the Plaintiffs and End-Payor Classes ("EPPs") in the above-captioned matter. By Order dated October 26, 2021, the Court appointed Lowey Dannenberg ("Lowey") and The Dugan Law Firm ("Dugan Firm") as Lead Class Counsel for the End-Payor Classes in the above-captioned action (the "Action").[1] We have been actively involved in prosecuting and resolving this Action, are familiar with its proceedings, and have personal knowledge of the matters set forth herein. If called upon and sworn as witnesses, we could and would competently testify thereto.

[1] ECF No. 487. Unless otherwise noted, docket citations are to the docket in this Action. Both firms were named interim lead class counsel by Order dated April 22, 2019. *See* ECF No. 31.

2. Unless otherwise defined herein, all capitalized terms have the same meaning ascribed to them in the End Payor Plaintiffs' Settlement Agreement dated April 8, 2022 with Defendants Sun Pharmaceutical Industries Ltd. and Ranbaxy, Inc. ("Ranbaxy" or "Defendants").[2]

3. We respectfully submit this declaration in support of EPPs' motions for final approval of the proposed class action settlement with Defendants, for approval of the Plan of Allocation for allocating the proceeds of the Settlement to eligible Class Members (the "Plan of Allocation")(together, the "Final Approval Motion"), and for an award of attorneys' fees, payment of litigation expenses, and service awards (the "Fee and Expense Application").

I. EXHIBITS

4. Attached as Exhibit 1 is the Declaration of Gerald Lawrence, Esq. on behalf of Lowey Dannenberg, PC in support of End-Payor Lead Class Counsel's Motion for an Award of Attorneys' Fees and Payment of Litigation Expenses.

5. Attached as Exhibit 2 is the Declaration of James R. Dugan, II, Esq. on behalf of The Dugan Law Firm, APLC in support of End-Payor Lead Class Counsel's Motion for an Award of Attorneys' Fees and Payment of Litigation Expenses.

6. Attached as Exhibit 3 is the Declaration of Eric L. Young, Esq. on behalf of Young Law Group, P.C. in support of End-Payor Lead Class Counsel's Motion for an Award of Attorneys' Fees and Payment of Litigation Expenses.

7. Attached as Exhibit 4 is the Declaration of Bryan F. Aylstock, Esq. on behalf of Aylstock, Witkin, Kreis, & Overholtz in support of End-Payor Lead Class Counsel's Motion for an Award of Attorneys' Fees and Payment of Litigation Expenses.

[2] ECF No. 587-1.

8. Attached as Exhibit 5 is the Declaration of Eric J. Miller Regarding (A) Mailing of the Postcard Notice; (B) Publication of Summary Notice; and (C) Report on Objections and Requests to Speak at Fairness Hearing Received To Date.

9. Attached as Exhibit 6 is a Chart of Recent Attorneys' Fee Awards in End-Payor Generic Suppression Class Actions.

II. CLASS COUNSEL'S WORK PERFORMED FOR THE END-PAYOR CLASSES

10. EPPs are third-party payors, entities such as health insurers and union-sponsored health and welfare funds, that pay for or provide reimbursement for some or all of the purchase price for prescription drugs their members and insureds purchase. EPPs were represented by Plaintiffs United Food and Commercial Workers of Northeastern Pennsylvania ("UFCW NEPA"), and Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana and HMO Louisiana, Inc. ("BCBS LA") (collectively, the "Plaintiffs" or "Class Representatives").

11. EPPs' antitrust case proved to be of extraordinary scope and complexity. EPPs alleged that Ranbaxy unlawfully delayed market entry of generic versions of the pharmaceuticals Diovan, Nexium and Valcyte, and that, as a result, the EPPs paid more for brand and generic Diovan and Valcyte and more for generic Nexium than they would have paid were it not for Defendants' unlawful conduct.[3] Specifically, EPPs contend that Ranbaxy filed Abbreviated New Drug Applications ("ANDAs") in order to obtain tentative approvals and corresponding lucrative first-to-file exclusivities, while knowing of its long-standing issues with current Good Manufacturing Practices ("cGMP") at several of its Indian facilities. EPPs claimed that Ranbaxy

[3] *See generally* Second Am. Consolidated End-Payor Class Action Complaint and Jury Demand (ECF No. 339) ("Second Am. Cons. Compl.").

engaged outside counsel and an outside consultant to mislead the Food and Drug Administration ("FDA") as to its cGMP compliance in violation of the Racketeer Influenced and Corrupt Organization Act ("RICO").[4] By operation of this scheme to wrongfully obtain first-to-file exclusivities, EPPs further contended that Ranbaxy intended to unlawfully monopolize the generic drug markets for Diovan, Nexium and Valcyte in violation of state antitrust and consumer protection laws.[5] Defendants deny EPPs' allegations of unlawful or fraudulent conduct, deny that any such alleged conduct caused damage to EPPs, and asserted several other defenses to EPPs' claims.[6]

A. Case Investigation and Pleadings

12. Prior to filing the first End-Payor Plaintiff complaint, Lowey engaged in extensive independent investigation and research of the underlying facts that would eventually become the complaint. Lowey reviewed the FDA's inspection reports regarding Ranbaxy's various Indian manufacturing facilities, the agency's subpoena on Ranbaxy's American facilities and underlying documents, Ranbaxy's consent decree, Ranbaxy's guilty plea, the FDA's regulatory actions taken against the company, Ranbaxy's lawsuit against the FDA, press reports, and a related whistleblower case, among other documents, to assemble the facts necessary to demonstrate the Defendants' liability. Lowey then compiled and analyzed purchase data documents from clients to determine the economic impact of the allegations on and support a claim for damages from the perspective of a health plan.

[4] Second Am. Cons. Compl., Counts I and II.

[5] Second Am. Cons. Compl., Counts III through VIII.

[6] *See* Ranbaxy's Answer, ECF No. 345.

13. The complaint would also assert novel theories related to antitrust monopolization and racketeering, requiring Lowey to devote significant time to ensure there was a sound factual and legal basis to bring the claims. As Ranbaxy did not ever manufacture two of the three drugs, Lowey needed to ensure there was still a legal basis for a monopolization claim. Lowey also needed to ensure there was a legal basis for an indirect purchaser to bring federal racketeering claims at all. Because UFCW NEPA is an indirect purchaser and could not bring antitrust claims under federal law pursuant to *Illinois Brick Co. v. Illinois*[7], Lowey's strategy was to bring antitrust claims under state law which further required research into each individual state's laws to determine whether to bring a claim under state antitrust or other laws. This required an evaluation of each of the elements of the individual state's laws and an analysis of the applicable statute of limitations to determine if there was a cognizable argument that the complaint was filed timely for that particular state law claim. After completing this exhaustive research, UFCW NEPA pursued claims under twenty-one state antitrust laws, sixteen state consumer protection laws, and federal racketeering law.[8] On November 6, 2018, Plaintiff UFCW NEPA filed the first action on behalf of the EPPs in the Eastern District of Pennsylvania.[9]

14. While the case was pending in the Eastern District of Pennsylvania, Lowey engaged in negotiations with Defendants and drafted a joint Rule 26(f) report, which was submitted to the Court prior to the Rule 26(f) conference with Judge Gene Pratter on January 28, 2019. On the post-conference order of Judge Pratter, Lowey drafted and submitted a letter to Defendants' counsel on February 5, 2019 outlining areas of discovery upon which UFCW NEPA

[7] 431 U.S. 720 (1977).

[8] *United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania v. Ranbaxy Inc., et al.*, No. 18-cv-04807 (E.D. Pa.) (the "UFCW NEPA Action"), ECF No. 1.

[9] *See id.*

would be seeking information that was not produced in any of the related cases that were pending. Lowey also engaged their client to determine persons and information necessary to draft initial disclosures, which were exchanged with Defendants in January 2019.

15. In addition to the UFCW NEPA Action, three direct purchaser actions were filed.[10] After a direct purchaser plaintiff filed a motion on November 30, 2018 with the Judicial Panel on Multidistrict Litigation ("JPML") for the transfer and consolidation or coordination of actions related to Defendants' abuse of the first-to-file 180-day exclusivity, Lowey filed a response brief supporting the motion. Lowey participated in oral arguments in front of the JPML on January 31, 2019. On February 11, 2019, the JPML ordered that the UFCW NEPA Action, as well as three direct purchaser actions, be transferred to this Court for coordinated and consolidated proceedings.[11]

16. Similarly, the Dugan Law Firm conducted a pre-suit investigation of facts including: (i) review of FDA documents including warning letters to Ranbaxy from October 11, 2002; June 15, 2006, and December 21, 2009; FDA News Release regarding warnings to Ranbaxy Laboratories, Ltd. and Import Alert for drugs from two of Ranbaxy's Indian labs; the FDA's Application Integrity Policy Action for the Paonta Sahib, India facility and the FDA news release regarding same; the consent decree and news release regarding same of January 25, 2012; FDA form 483s from 9/11/12, 12/7/12, 11/29/16, 1/11/14, and the FDA press release of 1/24/14; (ii) review of the Department of Justice News Release of May 13, 2013 regarding the Ranbaxy guilty plea and agreement to pay a fine to resolve the False Claims allegations, cGMP violations, and False Statements to the FDA; (iii) review of other filed actions and dockets in the direct

[10] *See* UFCW NEPA Action, ECF No. 5.

[11] ECF No. 2.

purchaser matters and the previously filed indirect purchaser matter of UFCW NEPA; (iv) review and analyze the BCBS LA data of purchase transactions for brand and generic Valcyte in 25 states, Diovan in 45 states, and Nexium in 45 states, and the various states laws to assist in determining appropriate venues for filing a complaint on behalf of BCBS LA; and finally drafting and filing a class action complaint on behalf of BCBS LA in this Court on February 13, 2019.[12]

17. On April 16, 2019, this Court ordered the two EPP actions consolidated with each other and coordinated with the consolidated actions of the Direct Purchaser Plaintiffs ("DPPs") (together with EPPs, the "purchasers").[13]

18. Lead Class Counsel worked together to combine the allegations from their respective complaints, and engaged in further review of supporting documents uncovered in their investigation to refine the claims. Within three days of the consolidation Order, Lead Class Counsel filed the Consolidated End-Payor Class Action Complaint and Jury Demand on April 19, 2019.[14]

19. On May 31, 2019, Defendants moved to dismiss EPPs' consolidated complaint, with some arguments common to both groups of purchasers: (1) their RICO claims failed for want of a predicate offense; (2) the purchasers could not prove Defendants' possession of tentative approval was the result of fraud; (3) the purchasers had not alleged any other generic had obtained tentative approval for Nexium and Valcyte.[15] The majority of Defendants' motion

[12] [12] *Louisiana Health Services and Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana, et al. v. Ranbaxy Inc.*, et al., No. 19-cv-10274 (D. Mass.).

[13] ECF Nos. 11-1, 15.

[14] ECF No. 22.

[15] ECF Nos. 63, 64 and 67.

contained arguments unique to the EPPs' claims, asserting that EPPs' state law claims should be dismissed in their entirety because they were preempted by federal law pursuant to *Buckman Co. v. Plaintiffs' Legal Comm.*,[16] arguing almost all of EPPs' claims were barred under the relevant statute of limitations, and launching nearly forty state-specific arguments that allegedly supported dismissal of the state law claims.[17] Lead Class Counsel vigorously opposed Defendants' motion in their detailed response brief refuting every single argument[18] and at oral argument with the Court on September 11, 2019.[19] On November 27, 2019, this Court denied the Defendants' motion to dismiss, except as to state consumer protection law claims of California, Maine, Minnesota, Pennsylvania, South Dakota, and West Virginia.[20]

20. Defendants sought certification for interlocutory appeal of the denial of the motion to dismiss, claiming that the state-law preemption issue was one for which there was substantial ground for disagreement because the First Circuit had not directly addressed the standard governing state-law claims.[21] Lead Class Counsel opposed the motion as a delay tactic that would not resolve the litigation.[22] On February 14, 2020, this Court denied the motion to certify.[23]

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[16] 531 U.S. 341, 347 (2001).

[17] ECF No. 64.

[18] ECF No. 90.

[19] *See* ECF No. 126.

[20] ECF No. 148.

[21] ECF No. 149.

[22] ECF No. 161.

[23] ECF No. 173.

21. Lead Class Counsel further researched their dismissed state consumer protection law claims and the notice requirements that Defendants argued applied. Based on this research, Lead Class Counsel amended the allegations and January 31, 2020, sought leave of Court to file an amended complaint to replead their California, Maine, and West Virginia consumer protection claims.[24] Defendants' opposed the request, arguing the notice requirements for these claims were still not fulfilled.[25] After oral arguments,[26] the Court granted Lead Class Counsel's motion,[27] and EPPs filed their Consolidated Amended End-Payor Class Action Complaint and Jury Demand on February 21, 2020.[28]

22. Defendants again filed a motion to dismiss these claims, arguing that the amended complaint was still procedurally deficient regarding notice as required under the consumer protection statutes.[29] Lead Class Counsel vigorously opposed the motion and argued that the notice provisions were complied with, inapplicable, or moot.[30] On May 8, 2020, this Court denied in part and granted in part Defendants' motion, allowing EPPs' consumer protection claim under Maine law to proceed.[31] On May 22, 2020, Defendants filed their Answer denying EPPs' allegations and asserting affirmative defenses.[32]

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[24] ECF No. 167.

[25] ECF No. 172.

[26] ECF No. 177.

[27] ECF No. 176.

[28] ECF No. 178.

[29] ECF No. 181.

[30] ECF No. 184.

[31] ECF No. 212.

[32] ECF No. 220.

23. On December 31, 2020, Lead Class Counsel sought leave to amend their complaint once more.[33] The reasons for this amendment were twofold: a) to conform the factual allegations to evidence developed in discovery, their expert reports, and class certification motion and b) clarify their antitrust claims. The amendments required a holistic review of the evidence that had been shepherded through discovery to conform the facts. Lead Class Counsel engaged in additional legal research into each of the twenty-one state antitrust and eleven consumer protection statutes regarding the viability of an attempted monopolization claim. Defendants opposed the motion.[34] After this Court granted leave to amend, on March 3, 2021, Lead Class Counsel filed the Second Amended Consolidated End-Payor Class Action Complaint and Jury Demand.[35] On March 16, 2021, Defendants filed their Answer denying EPPs' allegations and asserting affirmative defenses, and the pleadings were closed.[36]

B. Fact Discovery

24. The original direct purchaser action in this MDL was filed in 2015, *Meijer v. Ranbaxy*.[37] While the Meijer Action was pending, DPP counsel negotiated certain stipulations with Defendants counsel regarding discovery, including an Amended Confidentiality Protective Order,[38] the Stipulation and Order Regarding Expert Discovery,[39] the Protocol on Electronically-

[33] ECF No. 312.

[34] ECF No. 318.

[35] ECF No. 339.

[36] ECF No. 345.

[37] 15-cv-11828, [Dkt 1] (D. Mass. May 12, 2015). (the "Meijer Action").

[38] Order, *Meijer, Inc. v. Ranbaxy, Inc.*, No. 15-cv-11828, [Dkt 114] (D. Mass. Nov. 16, 2016).

[39] Order, *Meijer, Inc. v. Ranbaxy, Inc.*, No. 15-cv-11828, [Dkt 94] (D. Mass. Sept. 28, 2016).

Stored Information,[40] and the Stipulation and Order Regarding Privilege Claims and Privilege Logs.[41] Lead Class Counsel reviewed these stipulations, found them to be comprehensive, and proposed jointly with the other parties that the Court adopt and apply these stipulations to all actions and all counsel,[42] which the Court ordered on May 16, 2019.[43] The Court also ordered fact discovery to commence on May 16, 2019.[44]

25. The parties engaged in substantial fact and expert discovery. Lead Class Counsel traveled to Boston on March 15, 2019 and December 4, 2019 for all-day meetings with DPP counsel on litigation and discovery planning and strategy. The purchasers endeavored to coordinate their efforts to the extent possible and avoid duplication of work.

26. The purchasers worked together to gather and synthesize facts, including documents and data, throughout the two-year discovery period. Defendants had already produced documents in response to a document request that was served on them in the Meijer Action in October 2017. Class Counsel[45] reviewed what had already been produced by Defendants in the Meijer Action in response to this document request. Class Counsel worked with DPP counsel to draft a second set of documents requests, which were served on defendants on June 20, 2019. Class Counsel reviewed documents produced in response to these requests, which the defendants produced on a rolling basis. Class Counsel also reviewed Defendants' documents for specific

[40] Order, *Meijer, Inc. v. Ranbaxy, Inc*., No. 15-cv-11828, [Dkt 95] (D. Mass. Sept. 28, 2016).

[41] Order, *Meijer, Inc. v. Ranbaxy, Inc*., No. 15-cv-11828, [Dkt 96] (D. Mass. Sept. 28, 2016).

[42] ECF No. 21, 40.

[43] ECF No. 61.

[44] ECF No. 62.

[45] "Class Counsel" shall herein refer to Lead Class Counsel with Additional Counsel, which consists of counsel from: Lowey Dannenberg, PC, The Dugan Law firm, APLC, Aylstock, Witkin, Kreis & Overholtz, PLLC, and/or Young Law Group.

issues related to the Defendants' alleged fraudulent conduct, the elements of their case, and EPP-specific issues. In all, Class Counsel, working together with DPP counsel reviewed over two million pages of documents and materials.

27. EPPs alleged that defendants engaged in a racketeering enterprise with an outside law firm in order to cloak their discussions about poor compliance at their facilities from discovery under attorney-client privilege.[46] To that end, Defendants served several privilege logs with thousands of entries purporting to show documents withheld from discovery based on attorney client or work product privilege. Lead Class Counsel worked together with DPP counsel to review thousands of entries to determine the validity of their privilege claims. Lead Class Counsel also assisted in drafting correspondence to Defense counsel outlining entries that the purchasers believed were not in fact privileged. Through these efforts, the purchasers were able to push the production hundreds of relevant documents that were originally withheld on faulty grounds of privilege.

28. Defendants propounded their first set of document requests on EPPs on June 27, 2019. Defendants' request contained sixty-eight separate document requests, most with detailed subparts, served on both Class Representatives. Class Counsel sent responses and objections to these document requests on July 29, 2019, and began engaging in meet and confers with Defendants to clarify the requests and narrow their scope. To ensure they were aware of the entire universe of documents that could be responsive, Lead Class Counsel engaged in an all-day on-site review of UFCW NEPA's hard copy documents, totaling thousands of pages of materials, in order to find documents that could be responsive to the Defendants' requests. Lead Class Counsel also reviewed hundreds of BCBS LA's documents totaling over 5,600 pages,

[46] *See, e.g.* Second Cons. Am. Compl. ¶¶103, 104, 153, 275.

including Benefit Plans for Fully Insured Plans as well as ASO plans, Prescription Formularies, Medical Policies, Document Retention Policies, Brochures, PBM contracts, and other documents, for responsiveness and privilege to gather all documents that could be responsive to the discovery requests.

29. Lead Class Counsel also negotiated search terms, and with Additional Counsel reviewed nearly 50,000 electronic internal documents, emails, and attachments for responsiveness to Defendants' requests. Lead Class Counsel reviewed thousands of lines of client data for relevant drug purchases. EPPs began making rolling productions of relevant documents and data on December 5, 2019.

30. On May 20, 2020, Defendants sent their first sets of interrogatories to EPPs and DPPs. The purchasers and their counsel worked together to provide responses to several of the interrogatories that overlapped between both groups. Lead Class Counsel also reviewed documents and worked with their clients to provide responses to the interrogatories regarding the Class Representatives and damages issues unique to EPPs. On July 29, 2020, Lead Class Counsel served responses and objections to the Interrogatories. Defendants engaged in follow-up discussions with the purchasers' counsel about the responses, which required Class Counsel to engage in meet in confers with the defense.

31. DPPs served their first set of interrogatories before the original Meijer Action was stayed. Lead Class Counsel worked with DPPs to develop a second set of contention interrogatories, which were served on the Defendants on December 23, 2019. Defendants filed their responses and objections on January 22, 2020. After engaging in a meet and confer with purchasers' counsel, Defendants sent amended responses and objections on February 28, 2020. The purchasers worked to identify further deficiencies in these responses and engaged in further

meet and confer communications with Defendants. Upon pressure from the purchasers, Defendants provided further amended responses to these interrogatories on November 20, 2020.

32. Lead Class Counsel with DPPs' counsel also sought documents relevant to this action from third parties who had evidence relevant to Ranbaxy's alleged scheme and the cGMP compliance of its facilities. The purchasers sought documents from several former consultants, including the consultant who EPPs alleged participated in the racketeering scheme, law firms, and the FDA. Class Counsel assisted in compiling these documents and reviewing them for relevant information related to Defendants' alleged fraud.

33. When the FDA revoked Ranbaxy's tentative approvals, Ranbaxy sued the FDA in the litigation *Ranbaxy Labs. Ltd. v. Burwell*, No. 14-cv-01923 (D.D.C.)("*Burwell*"). During the litigation, Ranbaxy, the FDA, and several generic manufacturers who intervened in the action submitted filings and documents that constituted the administrative record. Those documents were subject to a protective order stipulated to between those parties. To be able to review the administrative record, Lead Class Counsel researched and drafted a motion to intervene in the *Burwell* action and to amend the protective order to allow Lead Class Counsel to be a party to the order and covered under its provisions. On August 4, 2020, Judge Beryl Howell granted the motion.[47]

34. EPPs alleged that Ranbaxy's scheme blocked other generic manufacturers from coming to market. Lead Class Counsel with DPP counsel subpoenaed over a dozen third-party generic companies which EPPs allege would have brought their generic versions of Diovan, Nexium, and Valcyte to market much earlier absent Defendants' conduct. Lead Class Counsel with DPP counsel also subpoenaed the manufacturers for the three branded drug products for

[47] *Ranbaxy Labs. Ltd. v. Burwell*, No. 14-cv-01923 (D.D.C. August 4, 2020) (ECF No. 103).

information relevant to, among other things, their market expectations and sales data. Counsel for the purchasers divided responsibilities for negotiating the subpoenas and document productions of the third-party manufacturers so as to not duplicate efforts, and Lead Class Counsel was responsible for negotiations with three manufacturers. Lead Class Counsel reviewed the third parties' responses and objections to the subpoenas, engaged in months of negotiations to determine the contours of their production of documents and data, consulting with experts as necessary, and prepared for the third parties' depositions. Class Counsel reviewed the documents and data for relevance and responsiveness. To avoid duplication of effort, Lead Class Counsel tasked one attorney with responsibility for all third-party discovery.

35. After months of negotiations, two of three branded manufacturers refused to provide indirect purchaser rebate data in response to the original subpoenas. Lead Class Counsel drafted and served two additional subpoenas with more specified requests on these branded manufacturers on June 5, 2020, and engaged in months of negotiations with both manufacturers before they would agree to make any additional productions. One manufacturer continued to refuse to produce the requested documents and data. After Lead Class Counsel attempted to resolve the parties' impasse over the production of certain documents and data without Court intervention, consistent with the Court's directive,[48] they filed a motion to compel production.[49] Lead Class Counsel successfully argued the motion in front of Magistrate Judge M. Page Kelley, who ordered the third party to produce the requested documents and data.[50]

[48] *See* Status Conference Transcript, June 26, 2019.

[49] *See, e.g.* ECF No. 260, Motion to Compel Production by AstraZeneca.

[50] ECF No. 270.

36. Lead Class Counsel and DPPs' counsel also worked together to formulate requests for admissions to information that would streamline issues for trial. The purchasers served forty requests for admission on Defendants at the close of fact discovery, focusing on facts surrounding Ranbaxy's representations to the FDA regarding its facilities. Defendants served their responses and objections on October 26, 2020. Lead Class Counsel and DPPs' counsel then formulated a second set of requests for admissions concerning the admissibility of documents likely to be introduced at trial to prove liability, facts concerning Ranbaxy's ANDAs, and facts concerning the ANDA files of several non-party generic manufacturers, in the hope that such admissions would again help to streamline issues for trial. When Defendants refused to accept service of these requests, Lead Class Counsel drafted a motion for leave of court to serve the requests on Defendants. For strategic reasons, Lead Class Counsel in consultation with DPP counsel ultimately decided against filing the motion.

37. The Court directed that the parties had a total of 80 hours per side for fact witness depositions, the purchasers collectively on one side and Defendants on the other. With this directive in mind, Lead Class Counsel and DPPs' counsel worked together to marshal evidence to prepare for and efficiently take these depositions. The first fact witness deposition took place in March 2020. Understanding the likely duration of the deposition process and the related costs, Lead Class Counsel assigned one attorney to attend each deposition. Shortly thereafter, the COVID-19 pandemic triggered emergency shutdown orders, rending travel impossible for all parties involved. Lead Class Counsel, along with DPPs' counsel, were eager to press on with fact discovery, and negotiated a stipulation with Defendants over the protocol of remote depositions. Depositions continued remotely, with minimal delay. As there were a dozen fact witnesses, Lead

Class Counsel divided responsibility for these depositions among themselves to avoid duplication of effort.

38. Defendants deposed corporate designees from each of the Class Representatives. Lead Class Counsel negotiated the parameters of these depositions with the Defendants. To maintain order and avoid duplication, each Lead Class Counsel firm was separately responsible for preparing the witnesses and defending the respective Rule 30(b)(6) depositions for each of the Class Representatives. Lead Class Counsel coordinated their preparations to ensure their legal positions were aligned to the extent practicable.

39. Despite the challenges imposed by the pandemic, fact witness depositions to continue efficiently to the September 2020 fact discovery deadline. Twenty fact witnesses were deposed, including three representatives of UFCW NEPA and BCBS LA, over the course of seven months.

C. Expert Discovery

40. Lead Class Counsel, together with DPPs' counsel, compiled relevant documents and data to assist sixteen (16) experts in preparing their expert reports and rebuttal expert reports, including two experts who provided opinions unique to the EPPs. The complexity of the purchasers' several claims necessitated the retention of multiple experts addressing issues including: (i) market power; (ii) FDA regulatory processes and procedure; (iii) cGMP regulatory issues and audit procedures; (iv) generic pharmaceutical development, regulatory, manufacturing, and supply chain issues; (v) authorized generics; (vi) legal ethics; (vii) bioequivalence testing; and (viii) classwide damages. Defendants proffered six (6) experts to refute the opinions of these experts.

41. To limit the expert costs the Classes incurred, Lead Class Counsel agreed with DPPs' counsel to jointly retain twelve experts addressing issues common to the purchasers. These experts collectively prepared twenty opening and rebuttal expert reports. Lead Class Counsel worked with experts related to cGMP compliance and audits, FDA regulatory processes, causation, and legal ethics.

42. In addition, Lead Class Counsel separately retained two experts for issues related to damages and class certification: Dr. Rena Conti and Ms. Laura Craft. Lead Class Counsel divided responsibility for each EPP expert, so that each firm was primarily responsible for that expert's reports, preparing the witness, and defending the expert's deposition.

43. Over the course of five months, depositions were conducted or defended the deposition of twenty (20) experts offering opinions pertaining to the claims of the EPPs' Classes.[51]

44. In late 2020, the purchasers became aware that Dr. David Kessler, their FDA expert, would become unavailable to testify at trial because he would be working in the Biden administration. Lead Class Counsel researched the legal grounds to take his *de bene esse* deposition to preserve his trial testimony, which was fiercely contested by Defendants.[52] Lead Class Counsel also assisted in preparing him for the deposition, which took place on January 18, 2021.

45. When the purchasers withdrew Dr. Kessler as an expert for strategic reasons, Lead Class Counsel and DPPs' counsel retained three additional experts, Steve Lynn, Roger Williams, and Peter Pitts, to take his place. Lead Class Counsel worked with these FDA experts

[51] Two experts provided opinions solely related to the DPP Classes' claims.

[52] ECF No. 317.

to prepare their rebuttal reports and assisted DPP counsel with preparing them for their depositions. Lead Class Counsel worked diligently to complete expert discovery within seven months.

D. Class Certification

46. Lead Class Counsel engaged in substantial work with its experts in order to prepare their class certification filing. First Lead Class Counsel worked with their damages expert, Dr. Rena Conti, in order to show that injury to substantially all of the class members using common proof. Lead Class Counsel and their damages expert analyzed documents and data from the Class Representatives, Defendants, and third parties to demonstrate historic trends in the generic pharmaceutical marketplace and in third-party payor purchasing habits. Lead Class Counsel also worked with their damages expert to utilize nationwide market claims data for each of the three drugs at issue to show impact and the scope of damages. Unlike a typical generic suppression case, this case had three drugs at-issue, which required additional analyses. Likewise, Lead Class Counsel brought claims based on a RICO theory, which would have nationwide impact, and state law theories, which limited the impact to those states, requiring additional effort. Lead Class Counsel worked with Dr. Conti to formulate her opinions and contain them in a comprehensive report and this Court characterized her analysis as "careful and thorough."[53]

47. Lead Class Counsel recognized that recent class certification decisions in the First Circuit, including the decisions in *In re Intuniv Antitrust Litig*.[54] and *In re Asacol Antitrust*

[53] ECF No. 389, at 26.

[54] *In re Intuniv Antitrust Litig*., No. 1:16-CV-12396-ADB, 2019 WL 3947262, at *1 (D. Mass. Aug. 21, 2019) (denying IPP class certification).

Litig.,[55] presented significant hurdles to proving class certification. To that end, Lead Class Counsel hired an additional expert, Ms. Laura Craft, to opine on matters related to ascertainability of the Class Members. This required Lead Class Counsel to invest hundreds of additional hours to analyze documents and data collected in discovery with their expert to show the richness of pharmaceutical data and the ease at which such data could be used to identify class members. Lead Class Counsel also worked with Ms. Craft to draft an opening report with her findings.

48. On November 2, 2020, Lead Class Counsel filed their motion for class certification.[56] Prior to filing, Lead Class Counsel's work with their expert's damage analysis in a narrowing of the class definitions for the Nexium classes. This modified definition ensured that the classes contained only those EPPs that could demonstrate they were injured by Defendants' misconduct. Lead Class Counsel also filed opening reports for both Dr. Conti and Ms. Craft on November 2, 2020.

49. On February 10, 2021, Defendants filed their opposition.[57] Defendants challenged EPPs' ability to show class-wide injury on several fronts, claiming that their expert's methodology of using average pricing masked significant variation in pricing, and that various subgroups, such as Medicare Part D plans and so-called "brand loyalists," within the EPPs' classes were not injured. Defendants also lodged multiple arguments rooted in EPPs' state law claims: purporting that the state laws contained too much variation for individual issues to predominate, renewing motions to dismiss, challenging the classes' antitrust standing,

[55] *In re Asacol Antitrust Litig.*, 907 F.3d 42 (1st Cir. 2018) (denying EPP class certification).

[56] ECF No. 287 & 290.

[57] ECF No. 329.

challenging the availability to various state law claims under *Illinois Brick*, and asserting a pass-on defense. Finally, relying on the First Circuit's recent decision in *In re Asacol*,[58] Defendants claimed that EPPs' classes were not ascertainable because they had no administratively feasible methodology for applying class exclusions and eliminating uninjured class members.

50. To rebut Defendants' claims, Lead Class Counsel worked with both Ms. Craft and Dr. Conti to rebut the assertions in Defendants' opposition and in their expert report from Dr. Bruce Strombom. Dr. Conti supplied a thorough rebuttal report class-wide injury and damages. Ms. Craft opined on the ascertainability of class members.

51. Between the filing of their class motion and Defendants' opposition, Lead Class Counsel defended the depositions of both experts, splitting the primary responsibility for each expert between both firms of Lead Class Counsel. Prior to filing their reply reports, Lead Class Counsel also took the deposition of the expert Defendants proffered to refute Dr. Conti's and Ms. Craft's reports, Dr. Bruce Strombom.

52. Lead Class Counsel filed their EPPs' reply on March 22, 2021, in which they refuted Defendants' arguments, including their attacks on the applicability of the various state law.[59] EPPs also repudiated the reliability of the report and testimony of their expert, Dr. Strombom.

53. The Court held a hearing on the DPPs' and EPPs' motions for class certification on April 26, 2021, in which the Court posed a series of questions to Defendants and Lead Class Counsel related to the EPPs' damages model and ascertainability issues related to the classes.[60]

[58] 907 F.3d 42, 53–54 (1st Cir. 2018).

[59] ECF No. 389.

[60] ECF No. 370.

54. The Court certified the following End-Payor Classes on May 14, 2021:

All persons or entities in the United States and its territories that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Diovan and/or AB-rated generic versions of Diovan from any of the Defendants or any brand or generic manufacturer at any time during the class period September 28, 2012, through and until the anticompetitive effects of the Defendants' conduct cease (the "Diovan Class Period");

All persons or entities in the United States and its territories that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Valcyte and/or AB-rated generic versions of Valcyte from any of the Defendants or any brand or generic manufacturer, other than for resale, at any time during the class period August 1, 2014, through and until the anticompetitive effects of the Defendants' conduct cease (the "Valcyte Class Period");

All persons or entities in the United States and its territories that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of AB-rated generic versions of Nexium from any of the Defendants or any brand or generic manufacturer, other than for resale, at any time during the class period May 27, 2014, through and until the anticompetitive effects of the Defendants' conduct cease (the "Nexium Class Period");

All persons or entities in the Indirect Purchaser States[61] that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Diovan and/or AB-rated generic versions of Diovan from any of the Defendants or any brand or generic manufacturer, other than for resale, at any time during the class period September 28, 2012, through and until the anticompetitive effects of the Defendants' conduct cease (the "Diovan Class Period");

All persons or entities in the Indirect Purchaser States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Valcyte and/or AB-rated generic versions of Valcyte from any of the Defendants or any brand or generic manufacturer, other than for resale, at any time during the class period August 1, 2014, through and until the anticompetitive effects of the Defendants' conduct cease (the "Valcyte Class Period");

All persons or entities in the Indirect Purchaser States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of AB-

[61] The Indirect Purchaser States are: Arizona, California, the District of Columbia, Florida, Hawaii, Iowa, Massachusetts, Maine, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Oregon, South Dakota, Vermont, West Virginia, and Wisconsin.

> rated generic versions of Nexium from any of the Defendants or any brand or generic manufacturer, other than for resale, at any time during the class period May 27, 2014, through and until the anticompetitive effects of the Defendants' conduct cease (the "Nexium Class Period");
>
> Excluded from all six EPP classes are: (a) natural person consumers; (b) Defendants, their officers, directors, management, employees, subsidiaries, and affiliates; (c) all federal and state governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans; (d) all persons or entities who purchased Diovan, Nexium, Valcyte, or their AB-rated generic versions for purposes of resale from any of the Defendants or any brand or generic manufacturer; (e) fully insured health plans (i.e., health plans that purchased insurance covering 100% of their reimbursement obligation to members); and (f) pharmacy benefit managers. [62]

55. On May 28, 2021, Defendants filed a petition pursuant to Fed. R. Civ. P. 23(f) seeking permission to appeal the class certification Order.[63] While the Court's May 14, 2021 Order granted both the DPP and EPP class certification motions, Defendants only sought to appeal the certification of the End-Payor Classes under Rule 23(f), claiming the Court's decision conflicted with First Circuit precedent because, they claim, the EPPs could not prove classwide injury through common proof, rebates were relevant to antitrust injury, and the EPPs could be "brand-loyal."[64]

56. In their opposition, Lead Class Counsel vigorously opposed Defendants' arguments and pointed to the substantial law developed within the First Circuit and others that agreed with this Court's decision, and the evidence adduced through discovery and in expert

[62] ECF No. 389.

[63] *See* docket entry dated May 28, 2021 in *In re Ranbaxy Generic Drug Application Antitrust Litigation*, No. 21-8020 (1st Cir.).

[64] *See id*.

analysis that supported the EPPs' position. The First Circuit denied the petition on December 21, 2021.[65]

57. While the 23(f) petition was pending, this Court approved EPPs' plan for providing Class Notice and appointed A.B. Data, Ltd. as Notice Administrator on October 26, 2021.[66] The Court also formally appointed Lowey Dannenberg and the Dugan Law Firm as Lead Class Counsel and UFCW NEPA and BCBS LA as Class Representatives.[67]

58. On or about November 5, 2021, notice of Court's certification of the EPP litigation classes was disseminated to putative class members, including: direct mail notice to approximately 42,000 EPPs; publication notice through a digital advertising campaign, banner advertisements on websites that third-party payors frequent, and a newswire press release; the establishment of a website providing a summary of the case and EPP Class Members' rights and options, relevant documents, important dates, and any pertinent updates concerning this case; and the establishment of a toll-free number with live operators during business hours.[68] EPPs received only three opt-out requests before the deadline of December 20, 2021.[69]

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[65] *See* docket entry dated Dec. 21, 2021 in *In re Ranbaxy Generic Drug Application Antitrust Litigation*, No. 21-8020 (1st Cir.).

[66] ECF No. 487.

[67] ECF No. 487.

[68] *See generally* Declaration of Linda V. Young, dated September 29, 2021 (ECF No. 473-1); *see also* Declaration of Eric J. Miller Regarding Class Notice, filed February 28, 2022 (ECF No. 549-1).

[69] *See* ECF No. 549-1, at 3 ¶11 (three request for exclusion were received), at 28-29 (Ex. E) (identifying three entities that sought to be excluded).

E. Summary Judgment

59. On May 17, 2021, Defendants filed their motion for summary judgment.[70] Defendants argued that the purchasers could not prove monopoly power, causation, or damages. Defendants also renewed their motions to dismiss based on the claims that the motions were preempted by federal law and could not establish a predicate offense under RICO causation. Specific to the EPPs, Defendants also claimed that the classes could not prove Nexium damages because rebates would offset the damages, despite the classes being generic-only.

60. On June 21, 2021, the purchasers collectively filed a responsive brief and statement of facts, as well as hundreds of exhibits.[71] Lead Class Counsel drafted sections relating to the preemption issue, RICO, and End-Payor damages, and drafted and marshalled evidence for the corresponding fact statements.

61. The purchasers filed their cross motion for partial summary judgment on May 17, 2021.[72] The purchasers claimed that Defendants were collaterally estopped from raising issues that had already been decided in prior litigation. Ranbaxy initiated *Burwell* litigation against the FDA in 2014 after the agency revoked Ranbaxy's tentative approvals of their Nexium and Valcyte ANDAs. In 2015, the Court sided with the FDA and upheld the agency's decision to revoke the tentative approvals, making several findings of fact and law in the process. Lead Class Counsel worked with DPP counsel to marshal evidence and draft the briefing and exhibits related to this motion. Defendants filed their opposition on June 21, 2021.[73]

[70] ECF. No. 415, 416, 418, and 424.

[71] ECF No. 431, 432, and 450.

[72] ECF No. 417, 419, and 420.

[73] ECF No. 433.

62. On September 11, 2019, the Court held a hearing on Defendants' motion for summary judgment and the purchasers' cross motion, with Lead Class Counsel arguing with respect to the Defendants' damages arguments. On November 22, 2022, the Court denied Defendants' and the purchasers' motions.[74]

F. Daubert Motions

63. On the same day the parties filed their summary judgment motions, they filed *Daubert* motions to exclude the opposing parties' experts.[75] To avoid duplication of work, the purchasers agreed to coordinate on motions pertaining to common issues. The purchasers filed motions to exclude portions of testimony from Defendants' market power experts,[76] Defendant's FDA experts Daniel Troy and Mark Robbins,[77] And Defendants' legal expert, Michael Ross.[78] Lead Class Counsel also filed a motion to exclude Dr. Bruce Strombom in his entirety due to his lack of qualifications.[79]

64. Defendants sought to exclude the opinions and testimony of five of purchasers' experts. Lead Class Counsel was primarily responsible for drafting the opposition to the regulatory expert *Daubert* motion, and also actively involved in drafting the other *Daubert* oppositions.

[74] ECF No. 505.

[75] ECF Nos. 390-413, 421.

[76] ECF No. 408,411, and 413.

[77] ECF No. 421-423.

[78] ECF No. 390.

[79] ECF No. 409, 410 and 412.

65. The Court indicated it did not want argument on the *Daubert* motions. The parties' respective *Daubert* motions were largely denied in an order from the Court on December 21, 2021, but the Court advised the parties that certain experts would be prohibited from opining as to legal ethics and regulatory compliance.[80]

G. Trial Preparation

66. With trial scheduled to begin in January 2022,[81] Lead Class Counsel prepared to present EPPs' case to a jury. Ultimately, the Court allocated the purchasers 34 hours total within which to present their case to the jury.[82] Lead Class Counsel was actively engaged in every facet of the trial preparation process—including preparing the pre-trial submissions and preparing the examinations of key fact and expert witnesses.

67. On October 21, 2021, Lead Class Counsel traveled to Boston for a meeting with the purchasers' jury consultant and day-long mock jury exercise. Lead Class Counsel worked with counsel for the DPPs to shape the themes tested with the mock jurors, prepare the presentations to the jurors, and prepare mock instructions and verdict slips. Lead Class Counsel observed the mock jury deliberations and worked with the consultants to pose additional topics and areas of inquiry to the mock jurors.

68. Lead Class Counsel worked with DPPs to marshal exhibits needed for trial and add them to the purchaser's exhibit list, which was exchanged with defendants on October 12, 2021. Lead Class Counsel reviewed Defendants' original exhibit list, with over 400 exhibits, lodged general objections and objections specific to EPPs. Defendants also served a

[80] ECF No. 530.

[81] Due to a conflict with a criminal matter, the Court rescheduled the trial to begin April 5, 2022.

[82] ECF No. 545.

supplemental exhibit list with over 200 additional exhibits on December 9, 2021, which Lead Class Counsel similarly reviewed for general and specific objections. Once objections to the purchasers' exhibit list were lodged by Defendants, Lead Class Counsel worked with DPP counsel to divide certain categories of objections, and review the exhibits and validity of the defense objections to find mistaken, frivolous, or unsupported objections. Lead Class Counsel engaged in several meet and confers with defense counsel to discuss these objections in the hope of winnowing down the number of objected-to exhibits before seeking intervention of the Court at the pretrial conference.

69. Several of the fact witnesses who were deposed are not local to the Boston area, where trial was to take place. As it was unknown if these witnesses would attend trial live, either in person or through remote contemporaneous video, the purchasers were required to designate their deposition testimony as a fail-safe. Lead Class Counsel were responsible for designating and counter-designating the deposition testimony of several key fact witnesses. EPP counsel also reviewed the defense designations and their validity, and engaged in meet and confers with defense counsel, in the hopes of resolving as many objections as possible before the pretrial conference. Lead Class Counsel worked to draft new witness exams for key fact witnesses, should they appear live at trial. Once Defendants' live witnesses were disclosed, Lead Class Counsel was responsible for negotiating deposition designations with Defendants in the hopes of narrowing the objected-to designations before trial.

70. Lead Class Counsel were prepared to be active participants in the upcoming trial. On December 8, 2021, Lead Class Counsel traveled to Philadelphia for an in-person meeting with lead counsel for the DPPs to do a high-level review of the evidence and coordinate their strategy for the upcoming trial. This included a review of the best evidence for the purchasers

and defense, the order of witnesses and proof, testimony expected to be elicited and delegating trial responsibilities.

71. Lead Class Counsel were the primary drafters or assisted drafting direct exams for several live witnesses. Lead Class Counsel was preparing to be the primary examiner of six live witnesses at trial. To that end, Lead Class Counsel was tasked with the responsibility of preparing those live witnesses for trial, both in drafting and revising their direct exams to capture all necessary information within the window of time allotted per witness, preparing mock cross exams, and leading several trial preparation sessions with the witnesses. Lead Class Counsel was also involved in drafting portions of direct exams for witnesses for which they would not be the primary examiner. Lead Class Counsel was also coordinating with DPP counsel to prepare their own opening statement and closing argument for the jury.

72. Lead Class Counsel were also diligent in attempting to determine which fact witnesses, if any, would appear live at trial, negotiating with both Defense counsel and the witnesses' personal counsel. Seeing the witnesses live would give the jury better tools with which to assess the witnesses and their credibility. After months of prodding from the purchasers, Defense counsel finally disclosed which witnesses they intended to bring live. Two witnesses who originally indicated they would appear live voluntarily conveyed to the purchasers that they would no longer do so. The pandemic, having demonstrated to all the efficiencies and ease of remote video calls, depositions and court hearings, through platforms like Zoom, Lead Class Counsel researched and drafted a novel motion for the court to compel these witnesses, through its power under Federal Rule 45, to testify "live" through remote contemporaneous

means.[83] Defendants filed their opposition on December 13, 2021.[84] Upon consideration of the motion, and without oral argument, the Court decided on December 21, 2021 that it did not have the power to compel witnesses who were not physically located within 100 miles of Boston to testify live under Rule 45.[85]

73. One witness with information relevant to the purchasers' claims was within 100 miles of the Court. The purchasers issued a trial subpoena for Winifred Weitsen, a former employee at Venable, LLC, to testify at trial. Ms. Weitsen filed a motion to quash the subpoena on March 13, 2022, claiming that her testimony would not be relevant and would mostly be limited to authenticating documents.[86] Lead Class Counsel were primarily responsible for drafting an opposition brief to the motion to quash, which was to be filed on March 22, 2022, arguing that her testimony was relevant and added context for several documents important to the purchasers' case.[87]

74. Lead Class Counsel worked with DPPs to craft a set of jury instructions that comported with the law and gave the jury a clear roadmap for their verdict form. Lead Class Counsel were responsible for drafting instructions related to issues common to both plaintiff groups, including causation, RICO, and statute of limitations. Lead Class Counsel were also responsible for drafting their own instructions for the twenty one state antitrust laws and eleven state consumer protection laws, requiring them to research state by state the requirements under

[83] ECF No. 509.

[84] ECF No. 518.

[85] ECF No. 530.

[86] ECF No. 567.

[87] ECF No. 576.

the state statutes and any potential divergence from federal law. Lead Class Counsel also drafted instructions related to their classes' damages, including instructions related to the requirement in six states for the trier of fact to determine if a defendant's behavior is willful and/or flagrant and whether the damages should be enhanced as a result. Additionally, Lead Class Counsel conducted a holistic review of the instructions in their totality and suggested and drafted additional instructions relevant to both groups of purchasers. Due to the complexity of the case, multiple theories of liability and separate damages issues for two plaintiff groups, the purchasers drafted approximately 150 separate instructions. Even though voluminous in nature, the instructions stated the law clearly and plainly for the jurors. Despite the large number of instructions, the purchasers' verdict form contained only nine questions and was simple and easy for the jury to follow.

75. The parties exchanged jury instructions on February 23, 2022. Lead Class Counsel led negotiations with defense counsel, along with DPP counsel, to arrive at some common jury instructions. Defense counsel proposed fewer instructions, but the instructions, in purchasers' opinion, did not state the applicable law for the jury's consideration. The parties were able to agree to a limited set of common instructions, which included a set of preliminary instructions on matters such the duties of the jury and a set related to the relevant regulatory structures, but were otherwise unable to come to an agreement.

76. The parties exchanged verdict forms on March 11, 2022. Defense counsel's proposed form, in purchasers' opinion, did not state the applicable law for the jury's consideration. The verdict form, likewise, misstated the elements of what the jurors were required to determine, and was confusing and hard for even Class Counsel to follow. For example, the verdict form led with a question about statute of limitations with the incorrect

standard for inquiry notice and provided a set of dates without any context for the jury to assess what the dates were connected to, and even counsel were perplexed at first as to what events some of the dates corresponded to. The remaining competing jury instructions and verdict slip were expected to be resolved at the final pretrial conference.[88]

77. Lead Class Counsel were prepared for jury selection and voir dire. Lead Class Counsel worked with DPP counsel to draft and revise a set of voir dire questions for the jury that would provide information helpful to plaintiffs in selecting jurors without overburdening the Court. The parties exchanged voir dire slips on March 8, 2022. Lead Class Counsel consulted with the purchasers' jury consultant on various issues, both during the initial drafting of the purchasers' voir dire and upon receipt of the defense edits to the voir dire, to ensure the final voir dire elicited data from prospective jurors needed for jury selection. Lead Class Counsel were expected to be in the courtroom and working alongside DPP counsel to select the jury.

78. Lead Class Counsel worked with DPPs to draft motions *in limine* which were filed November 18, 2021.[89] Lead Class Counsel were responsible for drafting motions related to preventing Ranbaxy from characterizing certain FDA letters as "no fraud letters," calling a regulatory structure the "change-based exception," and preventing Defendants from arguing that damages were passed on through as insurance premiums and contributions. Defendants vigorously opposed these three groups of motions in particular in their opposition filed on March 2, 2022.[90]

[88] *See* ECF No. 578.

[89] ECF. No. 503.

[90] ECF No. 551.

79. Defendants filed five motions *in limine*, the majority of which if granted could have depleted much of the relevant and most important evidence from the purchasers' case-in-chief. Lead Class Counsel had primary drafting responsibility over two, regarding excluding evidence of Defendants' misconduct and efforts to exclude Ranbaxy's prior threats to sue the government. At the Status Conference held on December 21, 2021, the Court provided the parties with its initial inclinations on the parties' motions *in limine*, while recognizing that the motions had not yet been fully briefed.[91] The parties were anticipating arguing their motions *in limine* more fervently at the March 24, 2022 Pretrial Conference.

80. Lead Class Counsel prepared for the March 24th Pretrial Conference, at which they expected to argue motions *in limine*, discuss certain unresolved portions of the Stipulation of Facts, and resolve their divergent versions of the proposed Jury Instructions and proposed Jury Verdict Sheet.

H. Settlement Negotiations

81. Beginning in October 2021, the Lead Class Counsel and defense counsel engaged in settlement discussions and scheduled a two-day mediation with mediator Kenneth Feinberg. Lead Class Counsel and Defendants had an initial settlement correspondence on October 26, 2021. On November 12, 2021, Lead Class Counsel and Defendants held separate virtual pre-mediation meetings with Mr. Feinberg in preparation for the mediation. During this meeting, Lead Class Counsel, together with the counsel for DPPs and separately, presented to Mr. Feinberg the strengths of their bargaining position and the weaknesses of the Defendants' arguments.

[91] *See* Transcript of December 21, 2021 Status Conf. (ECF No. 534) at 17-26.

82. After that pre-mediation meeting on November 12, 2021, Lead Class Counsel, DPP counsel, and Defendants engaged in an in-person two-day mediation on November 15-16, 2021 with Mr. Feinberg. Lead Class Counsel engaged in a number of settlement strategies to narrow the significant gap between the purchasers' settlement demands and Defendants' offers. While progress was made, a large gap remained between the parties' respective positions at the end of the second day. While the mediation was not successful, Mr. Feinberg agreed to continue to assist the parties should they wish to engage in further settlement negotiations. After the parties failed to reach resolution at the November mediation, Lead Class Counsel discussed amongst themselves and with DPP counsel potential strategies for reengagement and resolution while earnestly preparing for trial. Over the ensuing weeks, periodic informal conversations between Lead Class Counsel and Mr. Feinberg led to no progress, but these sporadic communications continued.

83. Beginning on February 11, Lead Class Counsel resumed an active exchange through Mr. Feinberg. Over the next several weeks, Lead Class Counsel worked amongst themselves and with their clients, and in sessions with Mr. Feinberg, to develop and execute a settlement strategy. This included analysis and reevaluation of EPPs' claims and damages, as trial preparation implicitly compelled closer scrutiny of the case.

84. The frequency of exchanges with Mr. Feinberg increased and the gap in the parties' bargaining positions narrowed until Defendants made a "final offer" on the morning of March 21. The offer was within the range Lead Class Counsel had analyzed to be acceptable and later that afternoon the principal settlement terms were accepted in a call with Mr. Feinberg.

85. That evening, Lead Class Counsel and DPP counsel jointly finalized a draft term sheet, which was presented to Defendants on the morning of March 22. Throughout the day,

drafts were exchanged and Mr. Feinberg held several joint telephonic mediation sessions with Lead Class Counsel, DPPs and Defendants to finalize the term sheet as a Memorandum of Understanding. On the evening of March 22, 2022, the parties agreed to the terms of the proposed Settlement and executed the Memorandum of Understanding.

86. After several additional days of negotiations, and with additional assistance from Mr. Feinberg to finalize certain terms, Lead Class Counsel and Defendants executed their Settlement Agreement on April 8, 2022. When the Memorandum of Understanding and Settlement Agreement were reached, Lead Class Counsel were well-informed concerning the strengths and challenges of Plaintiffs' claims against Defendants based on, among other things, our review of the extensive discovery in the case, the Court's rulings on various motions, and our assessment of the case as we prepared for trial. Based on our experience and experience of the colleagues with whom we prosecuted this case, the Settlement is reasonable -- it exchanges the uncertainty of continued litigation and the possibility of no recovery after trial, with a substantial and immediate cash recovery for EPPs.

III. SETTLEMENT ALLOCATION

87. In support of class certification and calculation of damages, Lead Class Counsel submitted opening[92] and rebuttal[93] reports from economist Rena Conti, Ph.D., who used market-wide pharmaceutical data and standard economic methods, such as the yardstick method, to measure how an earlier launch of generics would have affected the quantities and prices of products that would have existed but-for the alleged generic delay, or the "but-for" world.[94] Both

[92] ECF No. 290-1 ("Opening Report").

[93] ECF No. 351-1 ("Rebuttal Report").

[94] ECF No. 290 at 23-25; 349 at 2-3.

of Dr. Conti's reports contained hundreds of pages of backup materials with detailed calculations to support the final damages figures for the classes contained in the reports.[95] When certifying the EPP classes, this Court credited the "careful and thorough analysis" of Dr. Conti contained in her reports.[96]

88. It is this sound analysis from Dr. Conti's reports that was used to determine the allocation of the Net Settlement Fund as between Class Members who purchased brand and generic Diovan, generic Nexium, and brand and generic Valcyte. As the EPPs' alleged claims pursuant to RICO, Dr. Conti calculated nationwide RICO damages for each of three drugs in her reports.[97] For the drugs Diovan and Nexium, Lead Class Counsel presented Dr. Conti with two but-for scenarios, scenario 1 and scenario 2, dependent upon the number and timing of generic entrants. Dr. Conti calculated separate nationwide RICO damages for scenarios 1 and 2 for both Diovan and Nexium. Having no knowledge of which but-for scenario the jury would have concluded EPPs had proven by the preponderance of the evidence at trial, the average of the two but-for scenarios was calculated to arrive at an average Diovan nationwide damages figure and average Nexium nationwide damages figure.

89. The average nationwide Diovan damages and average nationwide Nexium damages were used, along with the Valcyte nationwide RICO damages figure in Dr. Conti's report, to calculate the total damages, and then the proportion of damages attributable to each drug product. These proportions dictated the allocation of the Net Settlement Fund: (i) 72.6% to EPPs that purchased Diovan and its AB-rated generic equivalents; (ii) 26.2% to EPPs that

[95] *See* Opening Report at Attachments C, D, & E; Rebuttal Report at Attachments C & D.

[96] *See In re Ranbaxy Generic Drug Application Antitrust Litig.*, 338 F.R.D. 294, 306 (D. Mass. 2021).

[97] Rebuttal Report at 71.

purchased AB-rated generic versions of Nexium; and (iii) 1.2% to EPPs that purchased Valcyte and its AB-rated generic equivalents.

IV. LODESTAR

90. Class Counsel have prosecuted this litigation solely on a contingent-fee basis and have at all times been at substantial risk that they would not receive any compensation for prosecuting claims against Defendants. While Class Counsel devoted their time and resources to this matter, they have foregone the option of other opportunities for which they may have been compensated.

91. Class Counsel spent 18,733 hours prosecuting this case on behalf of the End-Payor Classes, with a resulting lodestar of $13,804,575.50. Of the total hours spent, more than 95% was spent by Lead Class Counsel, with the remaining time billed by Additional Counsel firms.

92. Lead Class Counsel generally limited attendance at court hearings and staffed meetings and hearings as leanly as possible but in accordance with the needs of the case and skill set of available attorneys. As reflected in this declaration, Lead Class Counsel also divided tasks among themselves to avoid duplication.

93. Below is a summary of number of hours worked by each firm seeking attorneys' fees and that firm's total lodestar through April 28, 2022:

Firm	Hours	Lodestar
The Dugan Law Firm, APLC	5,210.4	$4,602,810.00
Lowey Dannenberg, P.C.	12,746.3	$8,784,690.50
Aylstock, Witkin, Kreis & Overholtz, PLLC	194.2	$118,000.00
Young Law Group, P.C.	582.4	$299,075.00
TOTALS	**18,733.3**	**$13,804,575.50**

94. Declarations submitted by each firm (1) identify the attorneys and staff members who worked on the case and the tasks they performed, (2) describe the amount of time spent by each of the firm's attorneys and staff members, and the hourly rates for each of them, and (3) summarize the expenses incurred by the firm.

95. Not reflected in the above lodestar figures is time that End-Payor Counsel will expend going forward for the benefit of the End-Payor Classes, including in securing final approval of the Settlement and, once final approval has been obtained, working with AB Data to administer the Settlement. These efforts often require a significant investment of time.

V. EXPENSES

96. Class Counsel seek the reimbursement of $2,268,845.62 in out-of-pocket expenses. End-Payors Classes' expenses fall into two categories: litigation fund payments and firm-specific costs. Lead Class Counsel contributed to an EPP litigation fund that was used to pay costs common to the End-Payor Classes.

97. The expenses paid from the EPPs' litigation fund are summarized below:

Expense Categories	Cumulative Expenses
Trial Support	$2,641.22
Experts/consultants	$803,405.71
Court Reporter/Transcripts	$4,911.00
Photocopies/Printing- Outside	$1,208.77
TOTAL	**$ 812,166.70**

98. By far the largest portion of the costs (nearly 98%) the EPP litigation fund incurred were payments to experts EPPs retained, either among themselves or jointly with the DPPs.

99. Lead Class Counsel also contributed to a litigation fund maintained by DPP counsel to pay for shared litigation expenses common both groups of purchasers and to reduce the costs overall incurred by both groups of purchasers. Lead Class Counsel's contributions to this fund totaled $886,788.95. Lead Class Counsel's individual declarations set forth their respective contributions to both the EPP litigation fund and the litigation fund maintained by DPPs.

100. Class Counsel also incurred $569,889.97 in out-of-pocket costs that the firms themselves advanced, as opposed to being paid out of the litigation fund.

101. A breakdown of these expenses is reflected below:

Expense Categories	Cumulative Expenses
Court Costs	$790.44
Computer Research	$17,376.67
Court Reporter/Transcripts	$2,405.00
Data	$45,276.00
Document Production/Discovery	$21,749.76
Experts/consultants	$448,143.39
Photocopies - In House	$628.20
Photocopies - Outside	$807.21
Postage, Mailing & Messengers	$508.70
Telephone/telecopier	$542.98
Travel, Meals & Lodging	$31,661.62
TOTAL	**$569,889.97**

102. Of Class Counsel's firm-specific expenses, outside of experts and data, the largest categories were travel, meal and lodging expenses (2.4% of total expenses) and document production (1.6% of total expenses).

103. In addition to the expenses incurred by Class Counsel thus far, AB Data estimates that it will cost no more than $225,000 to complete the settlement distribution process.

VI. CLASS REPRESENTATIVES

104. The work done by Class Representatives on this litigation supports the requested service awards of $25,000 to each of the two Named Plaintiffs, UFCW NEPA and BCBS LA, in connection with this Settlement.

105. The Class Representatives actively participated in the litigation, stayed abreast of the progress of the case, collected and produced documents, and responded to interrogatories, and prepared for and provided deposition testimony. Additionally, because this case settled two weeks before trial, the Class Representatives expended time and effort preparing to testify.

106. The Class Representatives performed these services over many years despite the risk that there would be no recovery for the Classes and, even if there were, the Class Representatives would not be guaranteed any compensation above that of ordinary Class Members who did not actively participate in the litigation.

Dated: June 27, 2022

Respectfully Submitted,

/s/Gerald Lawrence
Gerald Lawrence

/s/James R. Dugan, II
James R. Dugan, II

CERTIFICATE OF SERVICE

I, Renee A. Nolan, hereby certify that this document was electronically filed with the Clerk of the Court for the District of Massachusetts by using the CM/ECF System, which will provide notification of such filing on all registered CM/ECF users.

Dated: June 27, 2022

/s/ Renee A. Nolan
Renee A. Nolan

EXHIBIT 1

Declaration of

Gerald Lawrence

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE: RANBAXY GENERIC DRUG APPLICATION ANTITRUST LITIGATION	MDL No. 2878
THIS DOCUMENT RELATES TO: All End-Payor Actions	Master File No. 19-md-02878-NMG

DECLARATION OF GERALD LAWRENCE, ESQ. ON BEHALF OF LOWEY DANNENBERG, P.C. IN SUPPORT OF END-PAYOR LEAD CLASS COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND PAYMENT OF LITIGATION EXPENSES

I, Gerald Lawrence, Esq., pursuant to 28 U.S.C. §1746, hereby declare as follows:

1. I am a Partner with the law firm Lowey Dannenberg, P.C. ("Lowey Dannenberg") counsel for the End-Payor Class Plaintiffs ("EPPs") in the above-captioned action (the "Action"). I respectfully submit this declaration in support of End-Payor Lead Class Counsel's Motion for an Award of Attorneys' Fees and Payment of Expenses in connection with the services rendered in the Action and the proposed class action settlement.

2. The statements herein are true to the best of my personal knowledge, information and belief based on the Lowey Dannenberg books and records and information received from its attorneys and staff. All attorneys and legal professionals at my firm were instructed to keep contemporaneous time records reflecting their work on this case and expenses incurred.

3. Lowey Dannenberg serves as one of the firms named Lead Class Counsel which assigns legal work and delegates responsibilities in prosecuting this class action litigation.

4. In addition, Lowey Dannenberg is counsel of record for United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania ("UCFW NEPA")

who serves as a named Plaintiff in the Action and was actively involved in all aspects of this case.

5. I am the partner who oversaw my firm's involvement in the Action. Lowey Dannenberg's time and expense records (including, where necessary, backup documentation) have been reviewed to confirm both the accuracy of the entries as well as the necessity for and reasonableness of the time and expenses expended in this litigation. As a result of this review, certain reductions were made to both time and expenses, either in the exercise of billing judgment or my firm's practice. Accordingly, the time reflected in Lowey Dannenberg's lodestar calculation and the expenses for which payment is sought are reasonable in amount and were necessary to prosecute the Action and resolve the litigation before the Court.

6. Set forth below in ¶8 is a summary reflecting the amount of time (after any applicable reductions) Lowey Dannenberg's attorneys and professional staff worked on the Action from the inception of the case through April 28, 2022, and the corresponding lodestar value of that work. The schedule in ¶8 was prepared based upon daily time records maintained by Lowey Dannenberg attorneys and professional support staff in the ordinary course of business, and the lodestar calculations are based on the firm's current hourly billing rates.

7. The services Lowey Dannenberg performed on behalf of the End-Payor Classes include, but are not limited to, the following:

- Research the market structure and market players in the generic pharmaceutical industry;
- Analyze the economic impact on third-party payors for the alleged generic suppression for the three at-issue drugs;

- Analyze client data for exposure to and impact form the alleged generic suppression of the three at-issue drugs;
- Brief clients and potential class members regarding the alleged generic suppression and impact on the pharmaceutical market;
- Research the structure and oversight of the FDA over Defendants;
- Confer and collaborate with the Dugan Law Firm regarding case strategy;
- Preparing and revising of the End Payor Plaintiffs' consolidated amended complaints;
- Draft multiple oppositions to motions to dismiss by Defendants;
- Confer with multiple experts to determine the damage caused by Defendants' alleged generic suppression, class certification issues, legal ethics, FDA practices and procedures, and the generics market;
- Prepare requests for production and interrogatories;
- Prepare responses to Defendants' interrogatories and requests for production of documents;
- Prepare, serve, and negotiate subpoenas with third-party pharmaceutical manufacturers;
- Draft, file and argue motion to compel;
- Review document productions from Defendants and third-parties;
- Review and lodge objections to Defendants' privilege log entries;
- Draft and send correspondence to Defendants and third parties identifying issues with or seeking clarification of discovery procedures;

- Prepare and file a motion to intervene in the *Burwell* matter to obtain access to the regulatory file;
- Prepare for and defend Rule 30(b)(6) depositions;
- Prepare, file, and argue a motion for class certification and respond to Defendants' opposition to the same;
- Draft an opposition to Defendants' petition to appeal the class certification decision;
- Engage with a jury consultant in preparation for voir dire and trial;
- Draft, file, and argue summary judgment motions and oppositions to same by Defendants;
- Preparing for, attending and participating in the status hearings, and hearings on dispositive, and other pretrial motions;
- Draft and file motions in limine and oppositions to same by Defendants;
- Compile relevant documents and data for exhibit list, exchange same with Defendants and lodge objections to defense list;
- Review certain deposition transcripts and designate testimony for trial review defense designations and lodge objections to same by Defendants;
- Draft jury instructions and engage in meet and confers with Defendants;
- Draft voir dire questions and engage in meet and confers with Defendants;
- Draft verdict slip questions and engage in meet and confers with defendants;
- Propose mediation and prepare presentation for mediator;
- Attend and participate in two day mediation with defense counsel; and

- Participate in numerous negotiation sessions with defense counsel, ultimately resulting in settlement.

8. Lowey Dannenberg's total fee compensable time for which it seeks an award of attorneys' fees is summarized below.

Attorneys	Role[1]	Rates	Hours from inception to 4/28/2022	Lodestar from inception to 4/28/2022
HORN	P	$1,295.00	50.7	$65,656.50
LAWRENCE	P	$1,295.00	1,507.70	$1,952,472.00
BEDIAKO	P	$1,015.00	42.2	$42,833.00
FEIGENBAUM	A	$520.00	80.4	$41,808.00
FRANK	A	$400.00	139.1	$55,640.00
GOVEAS	A	$460.00	148.9	$68,494.00
GRIFFITH	A	$485.00	18.2	$8,827.00
LEE G	A	$380.00	84.1	$31,958.00
MCGRATH	A	$365.00	499.6	$182,354.00
NOLAN	SA	$725.00	6,337.00	$4,594,325.00
OLSON	A	$460.00	3,463.50	$1,593,210.00
PEDERSEN	A	$430.00	218.3	$93,869.00
Paralegals and Legal Assistants				
VOGEL	PL	$340.00	156.6	$53,244.00
TOTALS			**12746.3**	**$8,784,690.50**

9. The total time for which my firm is requesting an award of legal fees is 12,746.3 hours. The total lodestar value of these professional services is $8,784,690.50

10. The above hourly rates for Lowey Dannenberg's attorneys and professional support staff are the firm's current hourly rates. The hourly rates for attorneys and professional

[1] "P" refers to Partners. "SA" refers to Senior Associates. "A" refers to Associates. "LC" refers to Law Clerks. "PL" refers to Paralegals.

support staff in my firm are the same as the regular rates charged for their services in contingent fee matters and non-contingent fee matters, and which have been accepted in other complex or class action litigation at the time the work was performed.[2] Timekeepers with less than 10 hours were excluded. For personnel no longer employed by Lowey Dannenberg, the lodestar calculation is based on the billing rates for such personnel in his or her final year of employment. The time and lodestar spent preparing the Fee and Expense Application were also excluded from the above values.

11. The firm's lodestar figures do not include charges for expense items. Expense items are billed separately and such charges are not duplicated in the firm's current billing rates. Further, expense items do not contain any general overhead costs and do not contain a surcharge over the amount paid to the corresponding vendor(s).

12. Lowey Dannenberg contributed to a litigation fund maintained by EPP Lead Class Counsel to pay for shared EPP litigation expenses and to reduce the costs overall incurred by EPPs. Lowey Dannenberg's contributions to this fund totaled $421,587.97.

13. Lowey Dannenberg also contributed to a litigation fund maintained by DPP counsel to pay for shared litigation expenses common to both groups of purchasers, such as certain experts, and to reduce the costs overall incurred by both groups. Lowey Dannenberg's contributions to this fund totaled $443,394.48.

14. Lowey Dannenberg also incurred $264,351.66 in out-of-pocket costs that the firm itself advanced, as opposed to being paid out of the litigation funds.

[2] *See Barr v. Drizly, LLC*, No. 1:20-CV-11492, (D. Mass. Nov. 4, 2021) (ECF. No. 72) (awarding attorney fees).

15. As detailed and categorized in the below schedule, Lowey Dannenberg has incurred a total of $1,129,334.11 in expenses from inception through April 28, 2022 for which seeks to be reimbursed from the Settlement Fund.

Expense Categories	**Cumulative Expenses**
Court Costs	$ 790.44
Computer Research	$ 16,550.21
Court/Deposition Transcripts	$ 773.30
Data	$ 22,638.00
Document Production	$ 1,943.42
Experts	$ 208,325.93
Litigation Fund Contributions	$ 864,982.45
Photocopies/Printing- In House	$ 628.20
Photocopies/Printing- Outside	$ 289.70
Postage, Delivery, & Messengers	$ 508.70
Telephone/Telecopier	$ 542.98
Travel, Meals & Lodging	$ 11,360.78
TOTAL	**$ 1,129,334.11**

16. The above schedule was prepared based upon expense records reflected in the books and records of Lowey Dannenberg. These books and records are prepared from expense vouchers, check records, receipts and other source materials.

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

Executed on June 26, 2022
[West Conshohocken, PA]

[Gerald Lawrence]

EXHIBIT 2

Declaration of

James R. Dugan, II

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE: RANBAXY GENERIC DRUG APPLICATION ANTITRUST LITIGATION	MDL No. 2878
THIS DOCUMENT RELATES TO: All End-Payor Actions	Master File No. 19-md-02878-NMG

DECLARATION OF JAMES R. DUGAN, II ON BEHALF OF THE DUGAN LAW FIRM, APLC IN SUPPORT OF END-PAYOR LEAD CLASS COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND PAYMENT OF LITIGATION EXPENSES

I, James R. Dugan, II, pursuant to 28 U.S.C. §1746, hereby declare as follows:

1. I am the founding partner of the Dugan Law Firm (hereafter "DLF"), and Co-Lead Counsel for the End-Payor Plaintiffs ("EPPs") in the above-captioned action (the "Action"). I respectfully submit this declaration in support of End-Payor Lead Class Counsel's Motion for an Award of Attorneys' Fees and Payment of Expenses in connection with the services rendered in the Action and the proposed class action settlement.

2. The statements herein are true to the best of my personal knowledge, information and belief based on the DLF's books and records, and information received from its attorneys and staff. All attorneys and legal professionals at my firm were instructed to keep contemporaneous time records reflecting their work on this case and expenses incurred.

3. DLF serves as one of the firms named as End-Payor Lead Class Counsel which assigned legal work and delegated responsibilities in prosecuting this class action litigation.

4. In addition, DLF is counsel of record for Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana, and HMO Louisiana, Inc. (collectively, "BCBS LA"), which serve as a named Plaintiff in the Action.

5. I am the Partner who oversaw my firm's involvement in the Action. DLF's time and expense records (including, where necessary, backup documentation) have been reviewed to confirm both the accuracy of the entries as well as the necessity for and reasonableness of the time and expenses spent in this litigation. As a result of this review, certain reductions were made to both time and expenses in the exercise my firm's practice, and the exercise of billing judgment. Accordingly, the time reflected in DLF's lodestar calculation and the expenses for which payment is sought are reasonable in amount and were necessary to prosecute the Action and resolve the litigation before the Court.

6. Set forth below in paragraph 8 is a summary reflecting the amount of time (after any applicable reductions) DLF attorneys and professional staff worked on the Action from the inception of the case through April 28, 2022, and the corresponding lodestar value of that work. The schedule in paragraph 8 was prepared based upon daily time records maintained by DLF attorneys and professional support staff in the ordinary course of business, and the lodestar calculations are based on the firm's current hourly billing rates.

7. DLF represents BCBS LA, a class representative for the End-Payor Classes with responsibility for supervising all aspects of the case. Over the course of the litigation through April 28, 2022, the services performed by DLF on behalf of BCBS LA and the EPP Classes include, but are not limited to, those tasks more specifically described in the Joint Declaration of Gerald Lawrence, Esq. and James R. Dugan, II, Esq. in support of (A) End-Payor Plaintiffs' Unopposed Motion for Final Approval of the Proposed Class Action Settlement; and (B) End-

Payor Lead Class Counsel's Motion for an Award of Attorneys' Fees, Litigation Expenses, and Service Awards ("Joint Decl."). To briefly recap, DLF has been involved in all aspects of the litigation, including but not limited to the following specific activities:

a. Pre-suit investigation of facts including:

i. Review of FDA documents, including warning letters to Ranbaxy from October 11, 2002, June 15, 2006, and December 21, 2009; FDA news release regarding warnings to Ranbaxy Laboratories, Ltd. and Import Alert for drugs from two of Ranbaxy's Indian labs; the FDA's Application Integrity Policy Action for the Paonta Sahib, India facility and the FDA news release regarding same; the Consent Decree and news release regarding same of January 25, 2012; FDA form 483s from 9/11/12, 12/7/12, 11/29/16, 1/11/14, and the FDA press release of 1/24/14;

ii. Review of the Department of Justice news release of May 13, 2013 regarding the Ranbaxy's guilty plea and agreement to pay $500,000,000 to resolve the False Claims allegations, cGMP violations, and False Statements to the FDA;

iii. Review of other filed actions and dockets in the direct purchaser matters of *Meijer, Inc. et al. v. Ranbaxy Inc. et al.*, 1:15-cv-11828-NMG; *Meijer, Inc. et al. v. Ranbaxy Inc. et al*., 1:18-cv-12129-NMG; *Cesar Castillo, Inc. v. Ranbaxy Inc. et al.*, 1:19-cv-10357-NMG; and the previously filed indirect purchaser matter of *United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania v. Ranbaxy Inc., et al*., No. 18-cv-04807 (E.D. Pa.);

iv. Review and analysis of the BCBSLA data of purchase transactions for brand and generic Valcyte in 25 states, Diovan in 45 states, and Nexium in 45 states, and the various states laws to assist in determining appropriate venues for filing a complaint on behalf of BCBSLA; and

v. Drafting and filing an initial class action complaint in this Court on February 13, 2019, *La. Health Serv.& Indem. Co. et al. v. Ranbaxy, Inc., et al*., 19-cv-00274-NMG.

b. Preparing and revising of the End Payor Plaintiffs' consolidated amended complaints;

c. Vetting and retention of experts, and assisting in their preparation of reports, as well as preparation for and participating in their defense at depositions by defendants, and in the depositions of the defendants' opposing experts;

d. Reviewing and responding with Responses and Objections to Defendants' Interrogatories and Requests for Production of Documents to EPP Plaintiff BCBSLA, and participating in numerous meet and confer conferences with the defendants in order to narrow the scope of discovery and resolve objections;

e. Further participating in EPP discovery by searching for and reviewing for relevance and privilege many thousands of BCBSLA documents, participating in numerous meet and confer conferences with the defendants, and producing documents;

f. Preparing two BCBSLA Rule 30(b)(6) witnesses and defending them at depositions;

g. Participating in the research and writing of briefs in support of class certification, replying to the defendants' opposition to class certification, and the opposition to the defendants' Petition for Rule 23(f) review of the Court's order granting class certification;

h. Participating in the preparation, review, and finalization of both short form and long form Notice of Class Certification, and retention of the Class Certification Notice Administrator;

i. Reviewing and responding to defendants' motions to dismiss, motion for summary judgment, *Daubert* motions to exclude or limit plaintiffs' experts, plaintiffs' motions *in limine*, and opposing the defendants' *Daubert* motions and motions *in limine*;

j. Preparing for, attending and participating in the status hearings, and hearings on dispositive, and other pretrial motions;

k. Participating in trial preparation, including but not limited to, mock jury/focus group preparations and attendance at same, drafting direct and expected cross examinations for the BCBSLA representatives and participating in several meetings to prepare them for testifying at trial, preparation of EPP-specific and joint EPP/DPP expert witnesses for direct and cross examinations at trial, preparation of proposed examination of certain of the defendants' expert witnesses, review of fact witness deposition transcripts and video recordings and designating selected testimony to be used at trial in lieu of live testimony, and objecting to defense designations and meeting and conferring with defense counsel on same, reviewing and selecting exhibits to be used at trial in conjunction with the BCBSLA representatives testimony, contributing to the research and drafting of jury

instructions and verdict sheet, and meeting and conferring with defense counsel on same, and all other activities including administrative functions incidental to preparing for a month-long trial in the United States District Court in Boston;

l. Initiating the proposal to mediate and securing the approval of the counsel for the direct purchaser plaintiffs and defendants to mediate both plaintiff groups' cases before neutral mediator Kenneth Feinberg and drafting a summary of the allegations and the End Payor Plaintiffs' position paper including the relevant law, in preparation for mediation with the defendants and the mediator and attending and participating in the mediation in New York, NY; and

m. Participating in numerous negotiation sessions with defense counsel and other plaintiff counsel, including counsel for the direct purchasers, ultimately resulting in the March 22, 2022 Memorandum of Understanding to settle all claims.

8. DLF's total fee compensable time for which it seeks an award of attorneys' fees is summarized below.

Attorneys	Role	Rates	Hours from inception to 4/28/2022	Lodestar from inception to 4/28/2022
BENEDETTO	Partner	$ 925.00	1975.8	$ 1,827,615.00
DUGAN	Partner	$ 975.00	1008.9	$ 983,677.50
SCALIA	Partner	$ 925.00	1372.5	$ 1,269,562.50
HUFFT	Associate	$ 675.00	16.5	$ 11,137.50
KENDRICK	Associate	$ 475.00	62.1	$ 29,497.50
KENNEDY	Associate	$ 350.00	79.9	$ 27,965.00
WAKS	Associate	$ 675.00	372.4	$ 251,370.00
MUSHENO	Contract Attorney	$ 650.00	22.1	$ 14,365.00
WEISBLATT	Contract Attorney	$ 675.00	271.6	$ 183,330.00
POIRRIER	Paralegal	$ 150.00	28.6	$ 4,290.00
TOTALS			**5210.4**	**$ 4,602,810.00**

9. The total time for which my firm is requesting an award of legal fees is 5,210.4 hours. The total lodestar value of these professional services is $ 4,602,810.00.

10. The above hourly rates for the Dugan Law Firm attorneys and professional support staff are the firm's current hourly rates. The hourly rates for attorneys and professional support staff in my firm are the same as the regular rates charged for their services in contingent fee matters and are consistent with the hourly rates charged by other firms in similar matters and/or which have been accepted in other complex or class action litigation at the time the work was performed.[1] Timekeepers with eleven (11) hours or less have been excluded. For personnel no longer employed by DLF, the lodestar calculation is based on the billing rates for such personnel in his or her final year of employment. All time expended since April 28, 2022 including the time and lodestar spent preparing the Fee and Expense Application have also been excluded from the above values.

11. The firm's lodestar figures do not include charges for expense items. Expense items are billed separately, and such charges are not duplicated in the firm's current billing rates. Further, expense items do not include any general overhead costs and do not contain a surcharge over the amount paid to the corresponding vendor(s).

12. DLF contributed to a litigation fund maintained by EPP counsel to pay for shared EPP litigation expenses and to reduce the costs overall incurred by EPPs. DLF's contributions to this fund totaled $390,578.72.

13. DLF also contributed to a litigation fund maintained by DPP counsel to pay for shared litigation expenses common to both groups of purchasers, such as certain experts, and to reduce the costs overall incurred by both groups. DLF's contributions to this fund totaled $443,394.47.

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[1] *See In re Loestrin 24 Fe Antitrust Litigation* 13-md-2472 (D.R.I.), ECF No. 1462 (Sept. 1, 2020) (Approving End-Payor Class Plaintiffs' Motion for an Award of Attorneys' Fees, Reimbursement of Litigation Expenses, and Service Awards to the Class Representatives); *In re Solodyn (Minocycline Hydrochloride) Antitrust Litigation*, 14-md-2503 (D. Mass), ECF No. 1180 (July 18, 2018) (Order Awarding Attorneys' Fees and Approving Service Awards to the Class Representatives); *In re Glumetza Antitrust Litigation*, 19-cv-5822, (N.D. Cal.). ECF Nos. 682 (Dec. 1, 2021)(including detailed time entries, which listed each counsel's hourly rate), 706 (Feb. 3, 2022) (Order re Final Approval of Class Settlements and Motion for Attorney's Fees).

14. DLF also incurred $305,210.85 in out-of-pocket costs that the firm itself advanced as opposed to being paid out of litigation funds.

15. As detailed and categorized in the below schedule, DLF has incurred a total of $1,139,184.04 in expenses from inception of the case through April 28, 2022, for which the Dugan Law Firm seeks to be reimbursed from the Settlement Fund.

Expense Categories	Cumulative Expenses
Computer Research	$ 499.00
Court/Deposition Transcripts	$ 1,631.70
Data	$ 22,638.00
Document Production	$ 19,806.34
Experts	$ 239,817.46
Litigation Fund Contributions	$ 833,973.19
Photocopies/Printing- Outside	$ 517.51
Travel, Meals & Lodging	$ 20,300.84
TOTAL	**$ 1,139,184.04**

16. The above schedule was prepared based upon expense records reflected in the books and records of the Dugan Law Firm. These books and records kept in the ordinary course of business and are prepared from expense vouchers, check records, receipts, and other source materials.

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

Executed on June 27, 2022
New Orleans, Louisiana

/s/ James R. Dugan, II
James R. Dugan, II

EXHIBIT 3

Declaration of

Eric L. Young

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE: RANBAXY GENERIC DRUG APPLICATION ANTITRUST LITIGATION	MDL No. 2878
THIS DOCUMENT RELATES TO: All End-Payor Actions	Master File No. 19-md-02878-NMG

DECLARATION OF ERIC L. YOUNG ON BEHALF OF YOUNG LAW GROUP, P.C., IN SUPPORT OF END-PAYOR LEAD CLASS COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND PAYMENT OF LITIGATION EXPENSES

I, Eric L. Young, pursuant to 28 U.S.C. §1746, hereby declare as follows:

1. I am a Partner with the law firm Young Law Group, P.C., d/b/a McEldrew Young, Attorneys-at-Law ("YLG"), counsel for the End-Payor Class Plaintiffs ("EPPs") in the above-captioned action (the "Action"). I respectfully submit this declaration in support of Lead Class Counsel's Motion for an Award of Attorneys' Fees and Payment of Expenses in connection with the services rendered in the Action and the proposed class action settlement.

2. The statements herein are true to the best of my personal knowledge, information and belief based on YLG's books and records and information received from its attorneys and staff. All attorneys and legal professionals at my firm were instructed to keep contemporaneous time records reflecting their work on this case and expenses incurred.

3. YLG's served as one of the law firm's supporting Lead Class Counsel which has been assigned legal work and delegated responsibilities in prosecuting this class action litigation.

4. I am the Partner who oversaw my firm's involvement in the Action. YLG's time and expense records (including, where necessary, backup documentation) have been reviewed to confirm both the accuracy of the entries as well as the necessity for and reasonableness of the time

and expenses expended in this litigation. As a result of this review, certain reductions were made to both time and expenses either in the exercise of billing judgment or to conform to YLG's directions from Lead Class Counsel or my firm's practice. Accordingly, the time reflected in YLG's lodestar calculation and the expenses for which payment is sought are reasonable in amount and were necessary to prosecute the Action and resolve the litigation before the Court.

5. Set forth below is a summary reflecting the amount of time (after any applicable reductions) YLG's attorneys and professional staff worked on the Action from the inception of the case through April 28, 2022, and the corresponding lodestar value of that work. The schedule was prepared based upon daily time records maintained by YLG attorneys and professional support staff in the ordinary course of business, and the lodestar calculations are based on the firm's current hourly billing rates.

6. YLG's total fee compensable time for which it seeks an award of attorneys' fees is summarized below.

Attorneys	Role[1]	Rates	Hours from inception to 4/28/2022	Lodestar from inception to 4/28/2022
Eric L. Young	Partner	850.00	22.5	$ 19,125.00
Paul Shehadi	Associate	500.00	559.90	$279,950.00
Paralegals and Legal Assistants				

[1] "P" refers to Partners. "OC" refers to Of Counsel. "SA" refers to Senior Associates. "A" refers to Associates. "LC" refers to Law Clerks. "PL" refers to Paralegals. "SA" refers to Staff Attorneys.

TOTALS			582.40	$299,075.00

7. The total time for which my firm is requesting an award of legal fees is 582.40 hours. The total lodestar value of these professional services is $299,075.00.

8. The above hourly rates for YLG attorneys and professional support staff are the firm's current hourly rates. The hourly rates for attorneys and professional support staff in my firm are the same as the regular rates charged for their services in contingent fee matters and non-contingent fee matters, and/or which have been accepted in other complex or class action litigation at the time the work was performed. Timekeepers with less than 10 hours were excluded. For personnel no longer employed by YLG, the lodestar calculation is based on the billing rates for such personnel in his or her final year of employment. The time and lodestar spent preparing the Fee and Expense Application were also excluded from the above values.

9. The firm's lodestar figures do not include charges for expense items.

10. As detailed and categorized in the below schedule, YLG has not incurred any expenses from inception through April 28, 2022, for which seeks to be reimbursed from the Settlement Fund.

Expense Categories	Cumulative Expenses
Court Costs	
Experts/consultants	
Federal Express	
Hearing Transcripts	
Investigation	
Computer Research	
Messenger/delivery	
Photocopies - in House	
Photocopies - Outside	
Postage	
Service of Process	
Special Supplies	
Telephone/telecopier	

Travel	
Miscellaneous	
TOTAL	

11. The above schedule was prepared based upon expense records reflected in the books and records of YLG. These books and records are prepared from expense vouchers, check records, receipts, and other source materials.

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

Executed on June 14, 2022
Plymouth Meeting, Pennsylvania

ERIC L. YOUNG, ESQUIRE

EXHIBIT 4

Declaration of

Bryan F. Aylstock

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE: RANBAXY GENERIC DRUG APPLICATION ANTITRUST LITIGATION	MDL No. 2878
THIS DOCUMENT RELATES TO: All End-Payor Actions	Master File No. 19-md-02878-NMG

DECLARATION OF BRYAN F. AYLSTOCK ON BEHALF OF AYLSTOCK, WITKIN, KREIS & OVERHOLTZ IN SUPPORT OF END-PAYOR LEAD CLASS COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND PAYMENT OF LITIGATION EXPENSES

I, Bryan F. Aylstock, pursuant to 28 U.S.C. §1746, hereby declare as follows:

1. I am a Partner with the law firm Aylstock, Witkin, Kreis & Overholtz ("AWKO"), counsel for the End-Payor Class Plaintiffs ("EPPs") in the above-captioned action (the "Action"). I respectfully submit this declaration in support of Lead Class Counsel's Motion for an Award of Attorneys' Fees and Payment of Expenses in connection with the services rendered in the Action and the proposed class action settlement.

2. The statements herein are true to the best of my personal knowledge, information and belief based on the AWKO's books and records and information received from its attorneys and staff. All attorneys and legal professionals at my firm were instructed to keep contemporaneous time records reflecting their work on this case and expenses incurred.

3. AWKO serves as one of the law firm's supporting Lead Class Counsel which has been assigned legal work and delegated responsibilities in prosecuting this class action litigation.

4. I am the partner who oversaw my firm's involvement in the Action. AWKO's time and expense records (including, where necessary, backup documentation) have been

reviewed to confirm both the accuracy of the entries as well as the necessity for and reasonableness of the time and expenses expended in this litigation. As a result of this review, certain reductions were made to both time and expenses either in the exercise of billing judgment, directions from Lead Class Counsel or my firm's practice. Accordingly, the time reflected in AWKO's lodestar calculation and the expenses for which payment is sought are reasonable in amount and were necessary to prosecute the Action and resolve the litigation before the Court.

5. Set forth below in ¶7 is a summary reflecting the amount of time (after any applicable reductions) AWKO attorneys and professional staff worked on the Action from the inception of the case through April 28, 2022, and the corresponding lodestar value of that work. The schedule in ¶7 was prepared based upon daily time records maintained by AWKO attorneys and professional support staff in the ordinary course of business, and the lodestar calculations are based on the firm's current hourly billing rates.

6. The services AWKO performed on behalf of the EPP Classes include, but are not limited to, the following: Document Review and Litigation Strategy

7. AWKO's total fee compensable time for which it seeks an award of attorneys' fees is summarized below.

Attorneys	**Role**	**Rates**	**Hours from inception to 4/28/2022**	**Lodestar from inception to 4/28/2022**
Guntner, Nicole	Associate	$500	18.7	$9350.00
Lucius, Lydia	Associate	$500	11.7	$5850.00
Wright, Aja	Associate	$500	81.6	$40,800.00
Putnick, Marybeth	Of Counsel	$750	20	$15,000.00
Aylstock, Bryan	Partner	$1,000	31.5	$31,500.00

Witkin, Justin	Partner	$1,000	30.7	$30,700.00
Paralegals and Legal Assistants				
TOTALS			194.20	$118,000.00

8. The total time for which my firm is requesting an award of legal fees is 194.20 hours. The total lodestar value of these professional services is $118,000.

9. The above hourly rates for AWKO's attorneys and professional support staff are the firm's current hourly rates. The hourly rates for attorneys and professional support staff in my firm are the same as the regular rates charged for their services in contingent fee matters. Timekeepers with less than 10 hours were excluded. For personnel no longer employed by AWKO, the lodestar calculation is based on the billing rates for such personnel in his or her final year of employment. The time and lodestar spent preparing the Fee and Expense Application were also excluded from the above values.

10. The firm's lodestar figures do not include charges for expense items. Expense items are billed separately and such charges are not duplicated in the firm's current billing rates. Further, expense items do not contain any general overhead costs and do not contain a surcharge over the amount paid to the corresponding vendor(s).

11. As detailed and categorized in the below schedule, AWKO has incurred a total of $327.46 in expenses from inception through April 28, 2022 for which seeks to be reimbursed from the Settlement Fund.

Expense Categories	Cumulative Expenses
Court Costs	
Experts/consultants	
Federal Express	
Hearing Transcripts	
Investigation	
Computer Research	$327.46
Messenger/delivery	
Photocopies - in House	
Photocopies - Outside	
Postage	
Service of Process	
Special Supplies	
Telephone/telecopier	
Travel	
Miscellaneous	
TOTAL	$327.46

12. The above schedule was prepared based upon expense records reflected in the books and records of AWKO These books and records are prepared from expense vouchers, check records, receipts and other source materials.

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

Executed on June 14, 2022
Pensacola, FL

/s/ Bryan F. Aylstock
Bryan F. Aylstock

EXHIBIT 5

Declaration of

Eric J. Miller

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

IN RE: RANBAXY GENERIC DRUG APPLICATION ANTITRUST LITIGATION	MDL No. 2878
THIS DOCUMENT RELATES TO: ALL END-PAYOR ACTIONS	Master File No. 19-md-02878-NMG

DECLARATION OF ERIC J. MILLER REGARDING
(A) MAILING OF THE POSTCARD NOTICE;
(B) PUBLICATION OF SUMMARY NOTICE; AND
(C) REPORT ON OBJECTIONS AND REQUESTS TO SPEAK AT FAIRNESS HEARING RECEIVED TO DATE

I, Eric J. Miller, declare as follows:

1. I am the Senior Vice President of A.B. Data, Ltd.'s Class Action Administration Company ("A.B. Data"), whose corporate office is located in Milwaukee, Wisconsin. My business address is 5080 PGA Boulevard, Suite 209, Palm Beach Gardens, FL 33418, and my telephone number is 561-336-1801.

2. I submit this Declaration in connection with the above-referenced action (the "Action"). This Declaration is based upon my personal knowledge and upon information provided by my associates and staff members. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

3. Pursuant to the Court's Order granting End-Payor Plaintiffs' Unopposed Motion for Preliminary Approval of the Proposed Settlement (the "Preliminary Approval Order"), A.B. Data was responsible for effectuating notice pursuant to the Notice Plan approved by the Court. This Declaration details the steps taken by A.B. Data, which consisted of the following: a) direct mail to

potential third-party payor ("TPP") class members using A.B. Data's proprietary database (the "TPP Database"); b) a digital advertising campaign; c) a news release disseminated over *PR Newswire*; and d) a toll-free telephone number and class notice website to address potential class member inquiries.

DIRECT MAIL NOTICE TO TPPS

4. On May 13, 2022, A.B. Data mailed the postcard notice (the "Postcard Notice") via USPS First-Class Mail to 41,947 entities in A.B. Data's TPP Database. These entities include insurance companies, health maintenance organizations, self-insured entities, pharmacy benefits managers ("PBMs"), third-party administrators ("TPAs"), and other entities that represent TPP class members. A copy of the Postcard Notice is attached hereto as **Exhibit A**.

5. In addition, A.B. Data sent 1,258 emails to TPPs and their representatives where email addresses were available.

DIGITAL AND SOCIAL MEDIA

6. Beginning on May 13, 2022, A.B. Data caused digital banner ads to appear on BenefitNews.com and ThinkAdvisor.com/life-health, which are websites that reach insurance agents/brokers and related TPP professionals. A sampling of the digital banner ads is attached hereto as **Exhibit B**.

7. On May 13, 2022, A.B. Data caused the notice formatted as a news release to be disseminated via *PR Newswire*. This news release was distributed via *PR Newswire* to the news desks of approximately 10,000 newsrooms across the United States, including those in general-market print, broadcast, and digital media. A true and correct copy of the press release is attached hereto as **Exhibit C**.

WEBSITE

8. A.B. Data established the settlement website, RanbaxyTPPLitigation.com, to assist

potential Class Members. The website was initially established following the Court's certification of the TPP Classes. It was updated following the Preliminary Approval of the proposed Settlement. It includes general information regarding this Action, and the proposed Settlement, including the objection and claim filing deadlines, and the date, time, and location of the Court's Fairness Hearing. A copy of the Long-Form Notice (attached as **Exhibit D**), the Claim Form (attached as **Exhibit E**), the Complaint, Class Certification Order, the Settlement Agreement, Plan of Allocation, the Preliminary Approval Order, and other relevant documents are posted on the website and are available for downloading. In addition, the website provides Class Members with the ability to submit their Claim Form through the website. The website is accessible 24 hours a day, 7 days a week.

9. As of the date of this Declaration the website has received 12,713 visits.

TOLL-FREE HELPLINE

10. A.B. Data established a case-specific toll-free number, 1-877-888-9232, with an interactive voice response system and live operators, to accommodate potential Class Members with questions about the Action. The automated attendant answers the calls and presents callers with a series of choices to respond to basic questions. If callers need further help, they have the option of being transferred to a live operator during business hours. A.B. Data continues to maintain the telephone helpline and will update the interactive voice response system as necessary through the administration of the Settlement.

REPORT ON OBJECTIONS

11. The Postcard and Long-Form Notices informed potential Class Members that if they request to object to all or any part of the Settlement or desire to speak in person at the Fairness Hearing, they must file a written letter of objection and/or a notice of intention to speak along with

a summary statement with the Court and with Lead Counsel and Counsel for Ranbaxy by July 18, 2022.

12. As of the date of this Declaration, A.B. Data is not aware of any objection or notice of intention to speak at the Fairness Hearing having been filed.

REPORT ON CLAIMS

13. The Postcard and Long-Form Notices, Claim Form and website informed potential Class Members that Claim Forms must be postmarked (if mailed) or received (if submitted online) on or before October 11, 2022. As of the date of this Declaration, A.B. Data has received 943 Claim Forms. Of these 943 Claim Forms, 866 Claim Forms were incorrectly submitted by individual consumers despite A.B. Data's having included language on the website specifically stating that individual consumers are not part of this lawsuit and further describing what a TPP is. The remaining 77 were submitted by TPPs. Based upon my experience in administering other TPP pharmaceutical settlements, A.B. Data anticipates that a large percentage of the TPPs will file claims closer to the October 11, 2022 filing deadline.

14. A.B. Data has incurred administrative costs of approximately $46,800.00 through June 2022, which is in large part made up of out-of-pocket expenses such as print, postage, and media. We have not yet begun reviewing and processing claims. A.B. Data anticipates that total administrative costs are on track with the previously estimated total of $225,000.00.

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

Executed this 24th day of June 2022.

Eric J. Miller

EXHIBIT A

If you paid for or provided reimbursement for some or all of the purchase price of generic Nexium (esomeprazole magnesium), brand or generic Diovan (valsartan), or brand or generic Valcyte (valganciclovir hydrochloride), you could get a payment from a class action lawsuit.

Your rights may be affected by a proposed settlement in a class action lawsuit regarding the prices paid for generic Nexium and brand and generic Diovan and Valcyte by third-party payors filed against Defendants Sun Pharmaceutical Industries, Ltd. and Ranbaxy, Inc. ("Ranbaxy"). The case name is *In Re Ranbaxy Generic Drug Application Antitrust Litigation*, MDL No. 2878, Master File No. 19-md-02878-NMG (D. Mass.) (the "Lawsuit"). The Lawsuit, which is pending in the District of Massachusetts, alleges Defendants engaged in a scheme, in violation of state antitrust, state consumer protection, and federal racketeering laws, involving misrepresentations to the FDA in connection with pursuing tentative approvals for abbreviated new drug applications, which resulted in delayed market launch of generic versions of Nexium, Diovan, and Valcyte. As a result, the Lawsuit alleges that the End-Payor Classes paid or reimbursed for the at-issue drugs at prices that were higher than they would have otherwise been. Defendants deny any wrongdoing.

The Court has preliminarily approved the proposed settlement between the End-Payor Classes and Ranbaxy (the "Settlement"). The proposed Settlement will provide for the payment of $145 million (the "Settlement Fund") to resolve the End-Payor Classes' claims against Ranbaxy. The full text of the proposed Settlement Agreement, which is dated April 8, 2022, is available at www.RanbaxyTPPLitigation.com.

The Court has scheduled a hearing to decide whether to approve the Settlement, the plan for allocating the Settlement Fund to Class Members, and the request of Lead Class Counsel for payment of attorneys' fees and reimbursement of expenses and service awards to the Class Representative Plaintiffs out of the Settlement Fund (the "Fairness Hearing"). The Fairness Hearing is scheduled for September 8, 2022, at 11:00 a.m., before Judge Nathaniel Gorton at John Joseph Moakley United States Courthouse, One Courthouse Way, Boston, Massachusetts 02210.

(Ranbaxy_54497_EM_PST)

Notice Administrator
c/o A.B. Data, Ltd.
P.O. Box 173137
Milwaukee, WI 53217

Who Is Included?

You are a member of the Class(es) if you are a third-party payor and you purchased or provided reimbursement for prescription drugs as described below:

(1) **Generic Nexium Nationwide Class.** Between May 27, 2014 and February 1, 2019, you purchased or paid for some or all of the purchase price of AB-rated generic versions of Nexium in the United States and its territories;

(2) **Brand or Generic Diovan Nationwide Class.** Between September 28, 2012 and April 1, 2020, you purchased or paid for some or all of the purchase price of Diovan and/or AB-rated generic versions of Diovan in the United States and its territories; or

(3) **Brand or Generic Valcyte Nationwide Class**. Between August 1, 2014 and April 1, 2020, you purchased or paid for some or all of the purchase price of Valcyte and/or AB-rated generic versions of Valcyte in the United States and its territories.

Excluded from all of the Classes are: natural person consumers; Defendants, their officers, directors, management, employees, subsidiaries, and affiliates; all federal and state governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans; all persons or entities who purchased the at-issue drugs for purposes of resale from any of the Defendants or any brand or generic manufacturer; fully insured health plans (*i.e.*, health plans that purchased insurance covering 100% of their reimbursement obligation to members); and pharmacy benefit managers.

For additional details, please read the Long Form Notice available at www.RanbaxyTPPLitigation.com.

Your Rights and Options

DO NOTHING: If you are a member of a Class, by doing nothing you will remain in that Class but will not be entitled to share in any distribution from the Settlement Fund. You will be bound by any decision of the Court in this Lawsuit, including rulings on the Settlement.

SUBMIT A CLAIM FORM: If you did not exclude yourself from one or more of the classes prior to the December 20, 2021 deadline and believe you are a Class Member, you will need to complete and return a claim form to obtain a share of the Settlement Fund. The claim form, and information on how to submit it, are available on the Settlement website. Proofs of Claim must be postmarked (if mailed) or received (if submitted online) on or before October 11, 2022.

OBJECT TO THE SETTLEMENT: If you object to all or any part of the Settlement or desire to speak in person at the Fairness Hearing, you must file a written letter of objection and/or a notice of intention to speak along with a summary statement with the Court and with Lead Class Counsel and Counsel for Ranbaxy by July 18, 2022.

Want More Information?

Go to www.RanbaxyTPPLitigation.com, call 1-877-888-9232, email info@RanbaxyTPPLitigation.com, or write to Ranbaxy TPP Litigation, P.O. Box 173137, Milwaukee, WI 53217.
Please do not call the Court or the Clerk of the Court for information about the Settlement.

EXHIBIT B


If You Are a Third-Party Payor that Paid For or Provided Reimbursement For
Brand or Generic Diovan or Valcyte, or Generic Nexium
(esomeprazole magnesium),
YOU COULD GET A PAYMENT FROM A CLASS ACTION LAWSUIT
File a CLAIM TODAY >
RanbaxyTPPLitigation.com

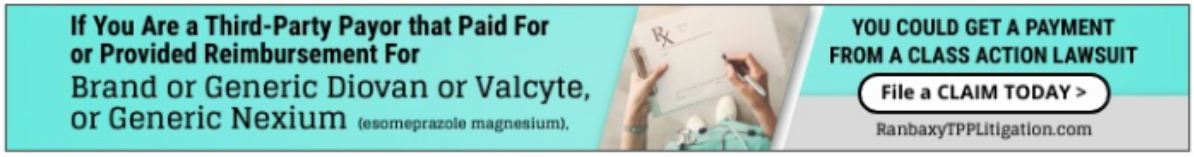
If You Are a Third-Party Payor that Paid For or Provided Reimbursement For
Brand or Generic Diovan or Valcyte, or Generic Nexium (esomeprazole magnesium),
YOU COULD GET A PAYMENT FROM A CLASS ACTION LAWSUIT
File a CLAIM TODAY >
RanbaxyTPPLitigation.com

EXHIBIT C

Lowey Dannenberg, P.C. and The Dugan Law Firm, APLC Announce a Proposed $145 Million Class Action Settlement Involving Third-Party Payors' Payments for Generic Nexium (esomeprazole magnesium), Brand or Generic Diovan (valsartan), or Brand or Generic Valcyte (valganciclovir hydrocholoride)

NEWS PROVIDED BY
Lowey Dannenberg, P.C. and The Dugan Law Firm, APLC →
May 13, 2022, 15:30 ET

WEST CONSHOHOCKEN, Pa., May 13, 2022 /PRNewswire/ --

If you paid for or provided reimbursement for some or all of the purchase price of generic Nexium (esomeprazole magnesium), brand or generic Diovan (valsartan), or brand or generic Valcyte (valganciclovir hydrochloride), you could get a payment from a class action lawsuit.

Your rights may be affected by a proposed settlement in a class action lawsuit regarding the prices paid for generic Nexium and brand and generic Diovan and Valcyte by third-party payors filed against Defendants Sun Pharmaceutical Industries, Ltd. and Ranbaxy, Inc. ("Ranbaxy"). The case name is In Re Ranbaxy Generic Drug Application Antitrust Litigation, MDL No. 2878, Master File No. 19-md-02878-NMG (D. Mass.) (the "Lawsuit"). The Lawsuit, which is pending in the District of Massachusetts, alleges Defendants engaged in a scheme, in violation of state antitrust, state consumer protection, and federal racketeering laws, involving misrepresentations to the FDA in connection with pursuing tentative approvals for abbreviated new drug applications, which resulted in delayed market launch of generic versions of Nexium, Diovan, and Valcyte. As a result, the Lawsuit alleges that the End-Payor Classes paid or reimbursed for the at-issue drugs at prices that were higher than they would have

otherwise been. Defendants deny any wrongdoing.

The Court has preliminarily approved the proposed settlement between the End-Payor Classes and Ranbaxy (the "Settlement"). The proposed Settlement will provide for the payment of $145 million (the "Settlement Fund") to resolve the End-Payor Classes' claims against Ranbaxy. The full text of the proposed Settlement Agreement, which is dated April 8, 2022, is available at www.RanbaxyTPPLitigation.com.

The Court has scheduled a hearing to decide whether to approve the Settlement, the plan for allocating the Settlement Fund to Class Members, and the request of Lead Class Counsel for payment of attorneys' fees and reimbursement of expenses and service awards to the Class Representative Plaintiffs out of the Settlement Fund (the "Fairness Hearing"). The Fairness Hearing is scheduled for September 8, 2022, at 11:00 a.m., before Judge Nathaniel Gorton at John Joseph Moakley United States Courthouse, One Courthouse Way, Boston, Massachusetts 02210.

Who Is Included?

You are a member of the Class(es) if you are a third-party payor and you purchased or provided reimbursement for prescription drugs as described below:

(1)**Generic Nexium Nationwide Class.** Between May 27, 2014 and February 1, 2019, you purchased or paid for some or all of the purchase price of AB-rated generic versions of Nexium in the United States and its territories;

(2)**Brand or Generic Diovan Nationwide Class.** Between September 28, 2012 and April 1, 2020, you purchased or paid for some or all of the purchase price of Diovan and/or AB-rated generic versions of Diovan in the United States and its territories; or

(3)**Brand or Generic Valcyte Nationwide Class.** Between August 1, 2014 and April 1, 2020, you purchased or paid for some or all of the purchase price of Valcyte and/or AB-rated generic versions of Valcyte in the United States and its territories.

Excluded from all of the Classes are: natural person consumers; Defendants, their officers, directors, management, employees, subsidiaries, and affiliates; all federal and state governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans;

all persons or entities who purchased the at-issue drugs for purposes of resale from any of the Defendants or any brand or generic manufacturer; fully insured health plans (i.e., health plans that purchased insurance covering 100% of their reimbursement obligation to members); and pharmacy benefit managers.

For additional details, please read the Long Form Notice available at www.RanbaxyTPPLitigation.com.

Your Rights and Options

DO NOTHING: If you are a member of a Class, by doing nothing you will remain in that Class but will not be entitled to share in any distribution from the Settlement Fund. You will be bound by any decision of the Court in this Lawsuit, including rulings on the Settlement.

SUBMIT A CLAIM FORM: If you did not exclude yourself from one or more of the classes prior to the December 20, 2021 deadline and believe you are a Class Member, you will need to complete and return a claim form to obtain a share of the Settlement Fund. The claim form, and information on how to submit it, are available on the Settlement website. Proofs of Claim must be postmarked (if mailed) or received (if submitted online) on or before October 11, 2022.

OBJECT TO THE SETTLEMENT: If you object to all or any part of the Settlement or desire to speak in person at the Fairness Hearing, you must file a written letter of objection and/or a notice of intention to speak along with a summary statement with the Court and with Lead Class Counsel and Counsel for Ranbaxy by July 18, 2022.

Want More Information?

Go to www.RanbaxyTPPLitigation.com, call 1-877-888-9232, email info@RanbaxyTPPLitigation.com, or write to Ranbaxy TPP Litigation, P.O. Box 173137, Milwaukee, WI 53217.

Please do not call the Court or the Clerk of the Court for information about the Settlement.

SOURCE Lowey Dannenberg, P.C. and The Dugan Law Firm, APLC

EXHIBIT D

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

If you paid for or provided reimbursement for some or all of the purchase price of generic Nexium (esomeprazole magnesium), brand or generic Diovan (valsartan), or brand or generic Valcyte (valganciclovir hydrochloride),

You Could Get a Payment from a Class Action Lawsuit.
A Federal Court ordered this Class Notice.

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

This is not a solicitation from a lawyer. You are not being sued.

The purpose of this notice is to alert you of a proposed settlement in a lawsuit (the "Lawsuit") brought by third-party payors ("TPPs") who indirectly purchased, paid for, and/or reimbursed for some or all of the purchase price for generic Nexium or brand and generic Diovan and Valcyte ("the at-issue drugs") against Sun Pharmaceutical Industries, Ltd. ("Sun") and Ranbaxy, Inc. ("Ranbaxy") (collectively "Defendants"). No one is claiming the drugs at issue are unsafe. Rather the Lawsuit alleges that Defendants engaged in a scheme, in violation of state antitrust and consumer protection laws and federal racketeering laws, by making misrepresentations to the FDA in connection with pursuing tentative approvals for abbreviated new drug applications ("ANDAs"), thus delaying the market launch of generic versions of Nexium, Diovan, and Valcyte. As a result, the Lawsuit alleges that TPPs paid or reimbursed for the at-issue drugs at prices that were higher than they would have otherwise been, and Plaintiffs seek to recover damages from Defendants. Defendants have denied any wrongdoing.

The Court previously determined that the 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. The classes are defined as follows:

(1) All persons or entities in the United States and its territories that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of AB-rated generic versions of Nexium, from any of the Defendants or any brand or generic manufacturer, other than for resale, at any time during the class period May 27, 2014, through and until the anticompetitive effects of the Defendants' conduct cease (the "Nexium Class Period");

(2) All persons or entities in the Indirect Purchaser States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of AB-rated generic versions of Nexium, from any of the Defendants or any brand or generic manufacturer, other than for resale, at any time during the class period May 27, 2014, through and until the anticompetitive effects of the Defendants' conduct cease (the "Nexium Class Period"); and

(3) All persons or entities in the United States and its territories that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Diovan and/or AB-rated generic versions of Diovan from any of the Defendants or any brand or generic manufacturer, other than for resale, at any time during the class period September 28, 2012, through and until the anticompetitive effects of the Defendants' conduct cease (the "Diovan Class Period");

(4) All persons or entities in the Indirect Purchaser States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Diovan and/or AB-rated generic versions of Diovan, from any of the Defendants or any brand or generic manufacturer, other than for resale, at any time during the class period September 28, 2012, through and until the anticompetitive effects of the Defendants' conduct cease (the "Diovan Class Period");

(5) All persons or entities in the United States and its territories that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Valcyte and/or AB-rated generic versions of Valcyte, from any of the Defendants or any brand or generic manufacturer, other than for resale, at any time during the class period August 1, 2014, through and until the anticompetitive effects of the Defendants' conduct cease (the "Valcyte Class Period"); and

(6) All persons or entities in the Indirect Purchaser States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Valcyte and/or AB-rated generic versions of Valcyte, from any of the Defendants or any brand or generic manufacturer, other than for resale, at any time during the class period August 1, 2014, through and until the anticompetitive effects of the Defendants' conduct cease (the "Valcyte Class Period").

The "Indirect Purchaser States" are: Arizona, California, the District of Columbia, Florida, Hawaii, Iowa, Massachusetts, Maine, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Oregon, South Dakota, Vermont, West Virginia, and Wisconsin.

Excluded from all six of the Classes are: natural person consumers; Defendants, their officers, directors, management, employees, subsidiaries, and affiliates; all federal and state governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans; all persons or entities who purchased the at-issue drugs for purposes of resale from any of the Defendants or any brand or generic manufacturer; fully insured health plans (*i.e.*, health plans that purchased insurance covering 100% of their reimbursement obligation to members); and pharmacy benefit managers.

According to Plaintiffs' economic experts, the anticompetitive effects for each Class begin on, and end on or before, the following dates:

Nexium Class Period	Beginning May 27, 2014, and ending no later than February 1, 2019
Diovan Class Period	Beginning September 28, 2012, and ending no later than April 1, 2020
Valcyte Class Period	Beginning August 1, 2014, and ending no later than April 1, 2020

The Court has preliminarily approved the proposed settlement between the Class and Ranbaxy (the "Settlement"). The proposed Settlement will provide for the payment of $145 million (the "Settlement Fund") to resolve the Class's claims against Ranbaxy. The full text of the proposed settlement agreement (the "Settlement Agreement"), which is dated April 8, 2022, is available for your review at www.RanbaxyTPPLitigation.com.

The Court has scheduled a hearing to decide whether to approve the Settlement, the plan for allocating the Settlement Fund to members of the Classes ("Class Members") (summarized in Question 5 below), and the request of the attorneys for the Classes ("Class Counsel") for payment of attorneys' fees and reimbursement of expenses, and service awards for class representatives, out of the Settlement Fund (the "Fairness Hearing"). The Fairness Hearing is scheduled for September 8, 2022, at 11:00 a.m., before Judge Nathaniel Gorton at John Joseph Moakley United States Courthouse, One Courthouse Way, Boston, Massachusetts 02210.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	If you are a member of a Class, by doing nothing you will remain in that Class but will not be entitled to share in any distribution from the Settlement Fund. You will be bound by any decision of the Court in this Lawsuit, including rulings on the Settlement. See **Question 11**.

SUBMIT A CLAIM FORM	If you did not exclude yourself from one or more of the classes prior to the December 20, 2021 deadline and believe you are a Class Member, you will need to complete and return a claim form to obtain a share of the Settlement Fund. The claim form, and information on how to submit it, are available on the Settlement website. Proofs of Claim must be postmarked (if mailed) or received (if submitted online) on or before October 11, 2022. See **Question 7** for more information**.**
OBJECT TO THE SETTLEMENT OR SPEAK AT THE FAIRNESS HEARING	If you object to all or any part of the Settlement or desire to speak in person at the Fairness Hearing, you must file a written letter of objection and/or a notice of intention to speak along with a summary statement with the Court and with Lead Class Counsel and Counsel for Ranbaxy by July 18, 2022. See **Question 10**.
GET MORE INFORMATION	If you would like more information about the Lawsuit, you can review this notice and send questions to the Settlement Administrator and/or Lead Class Counsel. See **Questions 12 and 18**. **DO NOT CONTACT THE COURT OR THE DEFENDANTS IF YOU HAVE QUESTIONS REGARDING THIS NOTICE.**

This notice incorporates by reference the definitions in the Settlement Agreement. The Settlement Agreement and the Court's Preliminary Approval Order are posted on the Settlement website, www.RanbaxyTPPLitigation.com. All capitalized terms used, but not defined, shall have the same meanings as in the Settlement Agreement and the Court's Preliminary Approval Order.

BASIC INFORMATION

1. Why did I receive this notice?

You received this notice because, according to available records, you may have indirectly purchased, paid for, and/or reimbursed for some or all of the purchase price for generic Nexium, or brand and generic Diovan and Valcyte, at some point during the relevant class periods. A prior notice about the Lawsuit and the Court's decision to certify the Classes was mailed to you on or about November 5, 2021. This second notice is being sent to you because a proposed Settlement with Ranbaxy has been reached in this Lawsuit.

A federal court authorized this notice because you have a right to know that you may be part of one or more of the certified Classes and about all of your options under the proposed Settlement. This notice explains the Lawsuit and the Settlement; describes the certified Classes whose rights may be affected by the Settlement; and explains your legal rights. Note that you may have received this notice in error; simply receiving this notice does not mean that you are definitely a member of one or more Classes. You may confirm that you are a member of one or more of the Classes by reviewing the criteria set forth in **Question 5** below. You may also call, email, or write to the lawyers in this case at the telephone numbers or addresses listed in **Question 12** below.

2. What is the Lawsuit about?

Plaintiffs United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania ("UFCW NEPA"), Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana and HMO Louisiana, Inc. ("BCBS LA") (collectively, the "Plaintiffs") filed lawsuits individually and as representatives of all persons or entities in the Classes. The Court has appointed them as class representatives.

The Lawsuit alleges that Defendants violated federal racketeering, state antitrust, and state consumer protection laws. Plaintiffs allege that, in 2007-2008, generic-drug-maker Ranbaxy wrongfully obtained from the FDA "tentative approval" for a series of first-to-file abbreviated new drug applications ("ANDAs"), including for generic versions of Nexium, Diovan, and Valcyte. Plaintiffs allege that Ranbaxy did so by misrepresenting both the manufacturing conditions of its plants (including one in Paonta Sahib, India) and the results of analyses conducted about the integrity of data generated at those plants. Plaintiffs also allege that those tentative approvals secured for Ranbaxy "180-day exclusivity" status, which enabled Ranbaxy to block other generics from gaining FDA approval until after Ranbaxy's drugs entered the markets. Plaintiffs allege that had Ranbaxy not made misrepresentations to the FDA, the FDA would not have granted the tentative approvals and generic entry by one or more other companies would have occurred sooner than it did.

The Lawsuit asserts that, as a result of Ranbaxy's alleged unlawful conduct, the prices paid for the at-issue drugs were higher than they otherwise would have been. Plaintiffs seek to recover damages in the form of overcharges they allege were caused by Defendants' conduct. A copy of the operative class action complaint, filed March 3, 2021, is available at www.RanbaxyTPPLitigation.com, a website designed to keep Class Members informed of the status of the Settlement. Defendants deny all of these allegations, including that the Plaintiffs or Class Members are entitled to damages or other relief.

Following the completion of fact discovery, expert discovery, class certification, summary judgment motions, and motions determining the admissibility of expert testimony, and following extensive negotiations, Plaintiffs, individually and on behalf of the Classes, entered into the Settlement with Defendants. The Settlement Agreement is available for review on the Settlement website. The Settlement is not an admission of wrongdoing by Ranbaxy or an admission by Plaintiffs of any lack of merit in their claims.

THE COURT HAS NOT DECIDED WHETHER 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 DEFENDANTS.

3. Why is this Lawsuit a class action?

In a class action lawsuit, one or more persons or entities sue on behalf of others who have similar claims. Together, all these entities make up the "class" and are called the "class" or "class members." The companies that filed suit are called the "plaintiffs" (or "class representatives"). The companies that are sued, in this case Ranbaxy and Sun, are called the "Defendants."

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.

In allowing this Lawsuit to proceed as a class action, on May 14, 2021, Judge Nathaniel M. Gorton certified six Classes of Third-Party Payors, described in more detail in **Question 5** below.

The Court decided that this Lawsuit can proceed as 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 found that:

- The Class is so numerous that joinder of all members is impractical ("numerosity");
- There are questions of law or fact common to the Class ("commonality");
- The claims or defenses of the representative parties are typical of the claims or defenses of the Class ("typicality");
- The representative parties and their lawyers will fairly and adequately protect the interests of the Class ("adequacy"); and

- Common legal and factual questions predominate over any questions affecting only individual members of the Class, and this class action is the superior method for fair and efficient adjudication of this controversy ("predominance" and "superiority").

In so doing, the Court found that Plaintiffs sufficiently showed that class-wide injury "is provable through common evidence" to the Class and that common issues predominate over individualized inquiries. Common legal and factual questions include:

- Whether Ranbaxy willfully engaged in anticompetitive conduct;
- Whether Ranbaxy formed an enterprise with Buc & Beardsley (its law firm) and Parexel (its consultant) with the common goal of securing tentative approval for Ranbaxy's ANDAs;
- Whether Ranbaxy participated, directly or indirectly, in the conduct of the enterprise;
- Whether Ranbaxy agreed to the overall objective of the conspiracy – gaining tentative approval for Nexium/Diovan/Valcyte;
- Whether Ranbaxy committed at least two distinct predicate acts related to one another and the overall conspiracy;
- Whether Ranbaxy and its co-conspirators engaged in a pattern of racketeering activity;
- Whether Ranbaxy's and its co-conspirators' unlawful conduct caused the FDA to grant tentative approval to Ranbaxy's ANDAs for generic Nexium/Diovan/Valcyte;
- Whether Ranbaxy's activities, in whole or in part, have substantially affected interstate commerce;
- Whether Ranbaxy unlawfully acquired and/or maintained market power through all or part of its overall anticompetitive scheme;
- Whether direct proof of Ranbaxy's market power is available and, if so, whether it is sufficient to prove Ranbaxy's market power without the need to define relevant markets;
- Whether Ranbaxy's unlawful conduct was a substantial contributing factor in causing some delay in the market entry of AB-rated generic versions of Nexium/Diovan/Valcyte;
- Determination of a reasonable estimate of the extent of delay Ranbaxy's unlawful conduct caused; and
- The quantum of overcharges paid by the Classes in the aggregate.

A copy of the Court's order may be found at www.RanbaxyTPPLitigation.com.

4. Why is there a Settlement with Ranbaxy?

The Settlement is the product of extensive negotiations between Lead Class Counsel and counsel for Ranbaxy, with mediation and after lengthy, hard-fought litigation. At the time of the Settlement, discovery was complete, expert reports had been exchanged and experts examined, motions for class certification and summary judgment and to determine the admissibility of expert testimony had been decided, and Plaintiffs and Ranbaxy were preparing for trial in April 2022. By settling, the Classes and Ranbaxy avoid the cost and risks of trial and possible appeals. For the

Classes, the Settlement, if approved by the Court, ensures that the Class Members will receive compensation for all harm arising from Defendants' alleged scheme to delay the market entry of less expensive, generic versions of Diovan, Nexium, and Valcyte. Plaintiffs and Lead Class Counsel believe that the terms of the Settlement, including payment by Ranbaxy of $145 million in exchange for a release of Plaintiffs' claims against Ranbaxy, are fair, adequate, and reasonable, and in the best interests of the Classes.

WHO CAN PARTICIPATE IN THE SETTLEMENT?

To see if you are in the Classes and, if so, how you will be able to share in the Settlement Fund, you need to determine whether you may be a Class Member.

5. Am I part of one or more of the Classes?

Third-Party Payors are entities (besides the patient) that provide payment or reimbursement for health care expenses, like prescription drug benefits. They include entities such as health insurance companies, self-insured health and welfare plans that make payments from their own funds, and other health benefit providers and entities with self-funded plans that contract with a health insurer or administrator to administer their prescription drug benefits. Third-Party Payors include such private entities that may provide prescription drug benefits for current or former public employees and/or public benefits programs, but only to the extent that such a private entity purchased for consumption by its members, employees, insureds, participants, or beneficiaries, any of the following: generic Nexium; brand or generic Diovan; or brand or generic Valcyte. Please note that the Classes include purchases of generic Nexium (esomeprazole magnesium) only and do not include purchases of branded Nexium. You are a member of the Class(es) if you are a TPP and you purchased or provided reimbursement for prescription drugs as described below.

(1) **Generic Nexium Nationwide Class.** From May 27, 2014 through February 1, 2019, you purchased or paid for some or all of the purchase price of AB-rated generic versions of Nexium in the United States and its territories;

(2) **Generic Nexium State Law Class.** From May 27, 2014 through February 1, 2019, you purchased or paid for some or all of the purchase price of AB-rated generic versions of Nexium in Arizona, California, the District of Columbia, Florida, Hawaii, Iowa, Massachusetts, Maine, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Oregon, South Dakota, Vermont, West Virginia, and Wisconsin;

(3) **Brand or Generic Diovan Nationwide Class.** From September 28, 2012 through April 1, 2020, you purchased or paid for some or all of the purchase price of Diovan and/or AB-rated generic versions of Diovan in the United States and its territories;

(4) **Brand or Generic Diovan State Law Class.** From September 28, 2012 through April 1, 2020, you purchased or paid for some or all of the purchase price of Diovan and/or AB-rated generic

versions of Diovan in Arizona, California, the District of Columbia, Florida, Hawaii, Iowa, Massachusetts, Maine, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Oregon, South Dakota, Vermont, West Virginia, and Wisconsin;

(5) **Brand or Generic Valcyte Nationwide Class.** From August 1, 2014 through April 1, 2020, you purchased or paid for some or all of the purchase price of Valcyte and/or AB-rated generic versions of Valcyte, in the United States and its territories; or

(6) **Brand or Generic Valcyte State Law Class.** From August 1, 2014 through April 1, 2020, you purchased or paid for some or all of the purchase price of Valcyte and/or AB-rated generic versions of Valcyte in Arizona, California, the District of Columbia, Florida, Hawaii, Iowa, Massachusetts, Maine, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Oregon, South Dakota, Vermont, West Virginia, and Wisconsin.

You are not a member of the Classes if you are among the following:

- natural person consumers;
- Defendants, their officers, directors, management, employees, subsidiaries, and affiliates;
- all federal and state governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans;
- all persons or entities who purchased Diovan, Nexium, Valcyte, or their AB-rated generic versions for purposes of resale;
- fully insured health plans (*i.e.*, health plans that purchased insurance covering 100% of their reimbursement obligation to members); and
- pharmacy benefit managers.

Entities that submitted a valid exclusion request before the December 20, 2021 exclusion deadline described in the previous notice of this Lawsuit sent to all Class Members are also excluded.

If you are not sure whether you are included, you may call, email, or write to the lawyers in this case at the telephone numbers, email addresses, or addresses listed in **Question 12** below.

THE SETTLEMENT BENEFITS

6. What does the Settlement with Ranbaxy provide?

Ranbaxy will pay $145 million into the Settlement Fund, which will be held in escrow for the benefit of the Classes (including any interest that accrues) pending the Court's approval of the Settlement and Lead Class Counsel's plan to distribute the Settlement Fund to Class Members. The payment from Ranbaxy will be made within ninety (90) business days after preliminary approval of the Settlement by the Court.

If the Settlement is approved by the Court and becomes final, Class Counsel will seek approval from the Court to obtain from the Settlement Fund: (i) reimbursement of reasonable costs and expenses incurred by Class Counsel in connection with the Settlement and the litigation; (ii) attorneys' fees for Class Counsel of up to one-third of the Settlement Fund net of reimbursed litigation expenses; and (iii) payment for service awards to Plaintiffs in recognition of their efforts to date on behalf of the Settlement Classes. The remainder after payment of the above expenses and payment of any Administration Expenses (the "Net Settlement Fund") will be divided among Class Members that timely return valid, approved claim forms pursuant to the Plan of Allocation. Subject to Court approval, the Net Settlement Fund will be divided as follows: 72.6% to the Diovan classes, 26.2% to the Nexium classes, and 1.2% to the Valcyte classes.

In exchange, Plaintiffs' and the Classes' claims against Ranbaxy will be dismissed with prejudice, and Ranbaxy will be released by Class Members from all claims concerning the subject matter of or acts, omissions, or other conduct alleged in the Second Amended Class Complaint. The full text of the release is included in the Settlement Agreement available at www.RanbaxyTPPLitigation.com.

The Settlement Agreement may be terminated if, for example, the Court does not approve the Settlement. If the Settlement Agreement is terminated, the Lawsuit will proceed against Ranbaxy as if a Settlement had not been reached.

HOW YOU GET A PAYMENT: SUBMITTING A CLAIM FORM

7. How can I get a payment?

To be eligible to receive a payment if the Court approves the Settlement, all Class Members must complete and submit a valid claim form to request their *pro rata* shares of the Net Settlement Fund. You will not be responsible for calculating the amount you are entitled to receive. You can get a Claim Form at www.RanbaxyTPPLitigation.com or by calling 1-877-888-9232 or writing to the address below and requesting a Claim Form. Claim Forms must be received (if submitted online) or postmarked (if mailed) by **October 11, 2022**, and may be submitted online at www.RanbaxyTPPLitigation.com or mailed to the address below:

Ranbaxy TPP Litigation
c/o A.B. Data, Ltd.
P.O. Box 173137
Milwaukee, WI 53217

8. How much will my payment be?

Each Class Member's share of the Net Settlement Fund will be based on its qualifying purchases of brand and/or generic Diovan, Nexium, and Valcyte, and will be determined according to the

Plaintiffs' proposed Plan of Allocation, if approved by the Court. Payments will be based on a number of factors, including the number of valid claims filed by all members of the Class and the dollar value of each member of the Classes' purchase(s) in proportion to the total claims filed. Complete details of how your recovery will be calculated are in the detailed Plan of Allocation, which can be viewed at www.RanbaxyTPPLitigation.com.

9. When would I get my payment?

The Court must approve the Settlement and any appeals of that decision must be resolved before any money is distributed to Class Members. The Settlement Administrator must also complete processing of all of the Claim Forms and determine distribution amounts. This process can take several months.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with any part of the Settlement and/or Class Counsel's request for attorneys' fees and reimbursement of expenses by filing an objection.

10. How do I tell the Court what I think about the Settlement?

If you are a Class Member, you can ask the Court to deny approval of the Settlement by filing an objection. You may tell the Court that you object, entirely or in part, to the Settlement and/or Class Counsel's request for attorneys' fees and reimbursement of expenses and Plaintiffs' request for service awards. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out and the Lawsuit against Ranbaxy will continue. If that is what you want to happen, you must object. You may also ask the Court to speak in person at the Fairness Hearing.

Any objection to the Settlement and/or requests to speak in person at the Fairness Hearing must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers and/or requests to speak in person at the Fairness Hearing must (a) include your name, address, telephone number, and signature and clearly identify the case name and number (*In re Ranbaxy Generic Drug Application Antitrust Litigation*, No. 19-MD-02878-NMG (D. Mass.)); (b) provide a summary statement outlining the position to be asserted and the grounds for the objection, including whether the objection applies only to you, to a specific subset of one or more of the Classes, or to an entire Class or Classes, together with copies of any supporting papers or briefs; (c) be submitted to the Court either by filing them electronically via the Court's Case Management/Electronic Case Files (CM/ECF) system or by mailing it to the Clerk of the United States District Court for the District of Massachusetts, John Joseph Moakley United States Courthouse, One Courthouse Way, Boston, Massachusetts 02210 on or before July 18, 2022; and (d) also be mailed and delivered by July 18, 2022 to Lead Class Counsel listed in **Question 12** and

to Defense Counsel: Jay P. Lefkowitz, Devora Allon, KIRKLAND & ELLIS LLP, 601 Lexington Avenue, New York, NY 10022.

IF YOU DO NOTHING

11. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will remain in the Class and be bound by the decision in the Action and on the Settlement, but you may not participate in the Settlement as described in this notice, if the Settlement is approved. To participate in the Settlement, you must complete, sign, and return the claim form before the claims filing deadline provided on the claim form and on the Settlement website to be eligible to receive a payment.

THE LAWYERS REPRESENTING THE CLASSES

12. Do I have a lawyer in this case?

The law firms listed below have been appointed by the Court as Lead Class Counsel for the Classes. Lead Class Counsel for the Classes are experienced in handling similar cases against other companies. Lead Counsel for the Classes are:

LOWEY DANNENBERG, P.C. One Tower Bridge 100 Front Street, Suite 520 West Conshohocken, PA 19428 Tel: (215) 399-4770 glawrence@lowey.com rnolan@lowey.com wolson@lowey.com	**THE DUGAN LAW FIRM, APLC** One Canal Place – Suite 1000 365 Canal Street New Orleans, LA 70130 (504) 648-0180 jdugan@dugan-lawfirm.com dscalia@dugan-lawfirm.com tbenedetto@dugan-lawfirm.com

You will not be personally charged for the services of these lawyers in litigating this case against the Defendants.

13. Should I hire my own lawyer?

You do not need to hire your own lawyer because the lawyers appointed by the Court are working on your behalf. You may hire a lawyer and enter an appearance through your lawyer at your own expense if you so desire.

14. How will the lawyers be paid?

If the Court approves the Settlement, Class Counsel will ask the Court for an award of attorneys' fees of up to one-third of the Settlement Fund (net of litigation expenses and including a proportionate share of the interest), and reimbursement of litigation expenses incurred prior to the Settlement. Class Counsel may ask for service awards for the class representatives from the Settlement Fund for their efforts to date on behalf of the End Payor Classes. If the Court grants Class Counsel's requests, these amounts would be deducted from the Settlement Fund. You will not have to pay these fees, expenses, and costs out of your own pocket. The Administrative Expenses for the Settlement will also be paid out of the Settlement Fund.

Class Counsel's request for an award of attorneys' fees and reimbursement of expenses and for service awards for the class representatives will be filed with the Court and made available for download or viewing on or before June 27, 2022 on the Settlement website, on the Court docket in this case, which can be accessed, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.mad.uscourts.gov, and at the office of the Clerk of Court of the United States District Court for the District of Massachusetts, John Joseph Moakley United States Courthouse, One Courthouse Way, Boston, Massachusetts 02210, which can be visited between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You can tell the Court you do not agree with Class Counsel's request for attorneys' fees and expenses, or for service awards for the class representatives, by filing an objection as described in **Question 10**.

THE FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

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

The Court will hold a Fairness Hearing at 11:00 a.m. on September 8, 2022, before Judge Nathaniel Gorton in Courtroom 4 at the U.S. District Court for the District of Massachusetts, John Joseph Moakley United States Courthouse, One Courthouse Way, Boston, Massachusetts 02210. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to give final approval to the proposed Settlement. We do not know how long the decision will take.

The time and date of the Fairness Hearing may change without additional mailed or publication notice. For updated information on the hearing, visit www.RanbaxyTPPLitigation.com or check the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.mad.uscourts.gov.

16. Do I have to come to the hearing?

No. Lead Class Counsel will answer questions that the Court 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; as 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. Attendance is not necessary to receive a *pro rata* share of the Settlement Fund.

17. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing, either in person or through your own attorney, if you file a request to speak in person. See **Question 10.** If you appear through your own attorney, you are responsible for paying that attorney.

GETTING MORE INFORMATION

18. Are more details available?

For more detailed information about this litigation, please refer to the papers on file in this litigation, which may be inspected at the Office of the Clerk, United States District Court for the District of Massachusetts, John Joseph Moakley United States Courthouse, One Courthouse Way, Boston, Massachusetts 02210 during regular business hours of each business day. You may also get additional information by calling or writing to Lead Class Counsel as indicated above (see in **Question 12**), by visiting www.RanbaxyTPPLitigation.com (which provides copies of some key pleadings), or by contacting the Settlement Administrator, A.B. Data, Ltd., at the following:

Ranbaxy TPP Litigation
c/o A.B. Data, Ltd.
P.O. Box 173137
Milwaukee, WI 53217
1-877-888-9232
info@RanbaxyTPPLitigation.com

PLEASE DO NOT WRITE TO OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION. INSTEAD, PLEASE DIRECT ANY INQUIRIES TO ANY OF THE CLASS COUNSEL LISTED ABOVE IN QUESTION 12.

DATED: MAY 13, 2022

BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

EXHIBIT E

United States District Court
District of Massachusetts

IN RE: RANBAXY GENERIC DRUG APPLICATION ANTITRUST LITIGATION	MDL No. 2878 Master File No. 19-md-02878-NMG

INSTRUCTIONS FOR SUBMITTING YOUR THIRD-PARTY PAYOR PROOF OF CLAIM

An End-Payor Class Member, also known as a Third-Party Payor ("TPP") Class Member, or an authorized agent can complete this Proof of Claim. If both a Class Member and its authorized agent submit a Proof of Claim, the Settlement Administrator will only consider the Class Member's Proof of Claim. The Settlement Administrator may request supporting documentation in addition to the documentation and information requested below. The Settlement Administrator may reject a claim if the Class Member or their authorized agent does not provide all requested documentation in a timely manner.

If you are a Class Member submitting a Proof of Claim on your own behalf, you must provide the information requested in "**Section A – COMPANY OR HEALTH PLAN CLASS MEMBER ONLY**," in addition to the other information requested by this Proof of Claim.

If you are an **authorized agent** of one or more Class Members, you must provide the information requested in "**Section B – AUTHORIZED AGENT ONLY**," in addition to the other information requested by this Proof of Claim. **Do not submit a Proof of Claim on behalf of any Class Member unless that Class Member provided prior authorization to submit the Proof of Claim.**

If you are submitting a Proof of Claim only as an authorized agent of one or more Class Members, you may submit a separate Proof of Claim for each Class Member, OR you may submit one Proof of Claim for all such Class Members as long as you provide the information required for each Class Member on whose behalf you are submitting the form.

If you are submitting Proofs of Claim both on your own behalf as a Class Member AND as an authorized agent on behalf of one or more Class Members, you should submit one Proof of Claim for yourself, completing Section A and another Proof of Claim or Proofs of Claim as an authorized agent for the other Class Member(s), completing Section B.

To qualify to receive a payment from the Settlement, you must complete and submit this Proof of Claim either on paper or electronically on the Settlement website, www.RanbaxyTPPLitigation.com, and you may need to provide certain requested documentation to substantiate your Claim.

Your failure to complete and submit the Proof of Claim postmarked (if mailed) or received (if submitted online) on or before **October 11, 2022** will prevent you from receiving any payment from the Settlement. Submission of this Proof of Claim does not ensure that you will share in the payments related to the Settlement. If the Settlement Administrator rejects or reduces your Claim, you may invoke the dispute resolution process described on pages 5-6.

CLAIM INFORMATION AND DOCUMENTATION REQUIREMENTS

Please provide the following information to support your Claim for purchases and/or reimbursement AB-Rated generic Nexium, brand and/or AB-rated generic Diovan, and brand and/or AB-rated generic Valcyte for use by your

members, employees, insureds, participants, or beneficiaries, where such persons purchased the drug in a pharmacy or received the drug by mail-order prescription, in the United States or its territories.

a) Unique patient identification number or code

b) NDC Number (a list of NDC Numbers can be downloaded from the Settlement website, www.RanbaxyTPPLitigation.com) – *e.g.*, 00000-0000-00

c) Fill Date or Date of Service – *e.g.*, 01/01/2018

d) Location (State) of Service – *e.g.*, CA

e) Amount Billed (not including dispensing fee) – *e.g.*, $123.50

f) Amount Paid by the TPP net of co-pays, deductibles, and co-insurance – *e.g.*, $118.50

If you are submitting a Proof of Claim on behalf of multiple Class Members, also provide the following information for each purchase or reimbursement:

g) Plan or Group Name

h) Plan or Group FEIN

Information submitted will be covered by the Protective Order entered by the Court. For your convenience, an exemplar spreadsheet containing these categories is attached at the end of this Proof of Claim. In addition, an Excel spreadsheet can be downloaded from the Settlement website, www.RanbaxyTPPLitigation.com. Please use this format if possible. Following the exemplar spreadsheet, the website provides a list of the NDCs that the Settlement Administrator will consider. If possible, please provide the electronic data in Microsoft Excel, ASCII flat file pipe "|", tab-delimited, or fixed-width format.

Transaction data supporting claims is mandatory for claims of $300,000 or more per drug, although the Settlement Administrator may also require transaction data for claims of less than $300,000 per drug, so keep related transaction data and any other documentation supporting your Claim in case the Settlement Administrator requests it later. If your Claim is for less than $300,000, you should still provide the transaction data with your Claim submission if you can. If, after an audit of your Claim, the Settlement Administrator still has questions about your Claim and you have not provided sufficient substantiation of your Claim, the Settlement Administrator may reject your Claim.

Please contact the Settlement Administrator at 1-877-888-9232 with any questions about the required claims information or documentation.

In re Ranbaxy Generic Drug Application Antitrust Litigation

Master File No. 19-md-02878-NMG (D. Mass)

MUST BE POSTMARKED ON OR BEFORE, OR SUBMITTED ONLINE BY OCTOBER 11, 2022

THIRD-PARTY PAYOR PROOF OF CLAIM AND RELEASE

Use Blue or Black Ink Only

ATTENTION: THIS FORM IS ONLY TO BE FILLED OUT ON BEHALF OF A THIRD-PARTY PAYOR (OR AN AUTHORIZED AGENT) AND NOT INDIVIDUAL CONSUMERS.

- Complete Section A only if you are filing as an individual TPP Class Member.
- Complete Section B only if you are an authorized agent filing on behalf of one or more TPP Class Members.

Section A: Company or Health Plan Class Member Only

Company or Health Plan Name

Contact Name

Care of (if applicable)

Street Address

Floor/Suite

City

State

Zip Code

Area Code - Telephone Number

Tax Identification Number

Email Address

List other names by which your company or health plan has been known or other Federal Employer Identification Numbers ("FEINs") it has used since September 28, 2012.

☐ Health Insurance Company/HMO ☐ Self-Insured Employee Health or Pharmacy Benefit Plan

☐ Self-Insured Health & Welfare Fund

☐ Other (Explain)

Section B: Authorized Agent Only

As an authorized agent, please check how your relationship with the Class Member(s) is best described (you may be required to provide documentation demonstrating this relationship):

☐ Third-Party Administrator or Administrative Services Only Provider

☐ Pharmacy Benefit Manager

☐ Other (Explain):

Authorized Agent's Company Name

Contact Name

Street Address

Floor/Suite

City

State

Zip Code

Area Code - Telephone Number

Authorized Agent's Tax Identification Number

Email Address

Please list the name and FEIN of every Class Member (*i.e.,* Company or Health Plan) for whom you have been duly authorized to submit this Proof of Claim (attach additional sheets to this Proof of Claim as necessary). Alternatively, you may submit the requested list of Class Member names and FEINs in an electronic format, such as Excel or a tab-delimited text file. Please contact the Settlement Administrator to determine what formats are acceptable.

CLASS MEMBER'S NAME	CLASS MEMBER'S FEIN

Section C: Purchase Information

Please type or print in the box below, the total amount paid or reimbursed for AB-Rated generic Nexium, brand and/or AB-rated generic Diovan, and brand and/or AB-rated generic Valcyte net of co-pays, deductibles, and co-insurance for use by your members, employees, insureds, participants, or beneficiaries, where such persons purchased the drug in a pharmacy or received the drug by mail-order prescription in the United States and its territories during the applicable time periods.

Please note that certain groups have been excluded from the Classes in this case. Do not submit a Proof of Claim for or on behalf of any of the following excluded groups:

(a) natural person consumers;
(b) Defendants Sun Pharmaceutical Industries Limited and Ranbaxy Inc., their officers, directors, management, employees, subsidiaries, and affiliates;
(c) federal and state governmental entities, except for cities, towns, municipalities, or counties with self-funded prescription drug plans;
(d) entities who purchased Diovan, Nexium, Valcyte, or their AB-rated generic versions for purposes of resale;
(e) fully insured health plans (i.e., health plans that purchased insurance covering 100% of their reimbursement obligation to members);
(f) pharmacy benefit managers; or
(g) any entity that previously submitted a valid exclusion request from one or more of the Classes.

DIOVAN	TOTAL AMOUNT YOU PAID OR REIMBURSED FOR **BRAND AND/OR AB-RATED GENERIC DIOVAN** NET OF CO-PAYS, DEDUCTIBLES, AND CO-INSURANCE FROM **SEPTEMBER 28, 2012 THROUGH APRIL 1, 2020**:	$
VALCYTE	TOTAL AMOUNT YOU PAID OR REIMBURSED FOR **BRAND AND/OR AB-RATED GENERIC VALCYTE** NET OF CO-PAYS, DEDUCTIBLES, AND CO-INSURANCE FROM **AUGUST 1, 2014 THROUGH APRIL 1, 2020**:	$
NEXIUM	TOTAL AMOUNT YOU PAID OR REIMBURSED FOR **ONLY AB-RATED GENERIC NEXIUM** NET OF CO-PAYS, DEDUCTIBLES, AND CO-INSURANCE FROM **MAY 27, 2014 THROUGH FEBRUARY 1, 2019**:	$

Section D: Proof of Payment and Disputes Regarding Claim Amounts

Please provide as much of the information requested above as possible. Transaction data supporting claims is mandatory for claims of $300,000 or more per drug, although the Settlement Administrator may also require transaction data for claims of less than $300,000 per drug, so keep related transaction data and any other Claim Documentation supporting your Claim (*e.g.*, invoices) in case the Settlement Administrator requests it later. If your Claim is for less than $300,000, you should still provide the transaction data with your Claim submission if you can. If, after an audit of your Claim, the Settlement Administrator still has questions about your Claim and you have not provided sufficient substantiation of your Claim, the Settlement Administrator may reject your Claim.

If the Settlement Administrator rejects or reduces your claim and you believe the rejection or reduction is in error, you may contact the Settlement Administrator to request further review. If the dispute concerning your claim cannot be resolved by the Settlement Administrator and Lead Class Counsel, you may request that the Court review your claim.

To request Court review, you must send the Settlement Administrator a signed written statement that (a) states your reasons for contesting the rejection or payment determination regarding your claim; and (b) specifically states that you "request that the Court review the determination regarding this claim." You must include all Claim Documentation supporting your argument(s). The Settlement Administrator and Lead Class Counsel will present the dispute to the Court for review, which may include public filing with the Court of your claim and the supporting documentation. Please note: Court review should only be sought if you disagree with the Settlement Administrator's determination regarding your claim.

Section E: Certification

I/We have read and am/are familiar with the contents of the Instructions accompanying this Proof of Claim. I/We certify that the information I/we have set forth in the above Proof of Claim and in any documents attached by me/us are true, correct, and complete to the best of my/our knowledge. I/We certify that I/we, or the Class Member(s) I/we represent:

a) paid or reimbursed for brand and/or generic Diovan and Valcyte, and generic Nexium in the total amount set forth above for use by members, employees, insureds, participants, or beneficiaries, where such persons purchased the drug in a pharmacy or received the drug by mail-order prescription, in the United States and its territories in the applicable time periods;

b) did not seek to be excluded ("opt out") from one or more of the Classes in this Action;

c) did not pay for or provide reimbursement of brand and/or generic Diovan and Valcyte, and generic Nexium for purposes of resale;

d) has/have not served as officer, director, management, employee of the Defendants, or their subsidiaries or affiliates; and

e) is/are not a federal and state governmental entities (except that cities, towns, municipalities or counties with self-funded prescription drug plans may submit Proofs of Claims).

I/We further certify I/we have provided all of the information requested above to the extent I/we have it.

To the extent I/we have been given authority to submit this Proof of Claim by one or more Class Members on their behalf, and accordingly am/are submitting this Proof of Claim in the capacity of an authorized agent with authority to submit it, and to the extent I/we have been authorized to receive on behalf of the Class Member(s) any and all amounts that may be allocated to them from the Settlement Fund, I/we certify that such authority has been properly vested in me and that I/we will fulfill all duties I/we may owe the Class Member(s). If amounts from the Net Settlement Fund are distributed to me/us and a Class Member later claims that I/we did not have the authority to claim and/or receive such amounts on its behalf, I/we and/or my/our employer will hold the Class, Lead Class Counsel, and the Settlement Administrator harmless with respect to any claims made by the Class Member.

I/We hereby submit to the jurisdiction of the United States District Court for the District of Massachusetts for all purposes connected with this Proof of Claim, including resolution of disputes relating to this Proof of Claim. I/We acknowledge that any false information or representations contained herein may subject me to sanctions,

including the possibility of criminal prosecution. I/We agree to supplement this Proof of Claim by furnishing documentary backup for the information provided herein, upon request of the Settlement Administrator.

I certify that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Proof of Claim was executed this _____ day of _____, 20____.

Signature	Position/Title

Print Name	Date

Mail the completed Proof of Claim to the address below, along with any supporting documentation as described in the CLAIM INFORMATION AND DOCUMENTATION INSTRUCTIONS on pages 1-2 above, postmarked on or before **October 11, 2022**, or submit the information online at the website below by that date:

Ranbaxy TPP Litigation
c/o A.B. Data, Ltd.
P.O. Box 173137
Milwaukee, WI 53217
Toll-Free Telephone: 1-877-888-9232
Website: www.RanbaxyTPPLitigation.com

REMINDER CHECKLIST:

1. Please complete and sign the above Proof of Claim. Attach or upload any documentation supporting your claim.
2. Keep a copy of your Proof of Claim and supporting documentation for your records.
3. If you would also like acknowledgement of receipt of your Proof of Claim, please complete the form online or mail this form via Certified Mail, Return Receipt Requested.
4. If you move and/or your name changes, please send your new address and/or your new name or contact information to the Settlement Administrator at info@RanbaxyTPPLitigation.com or via U.S. Mail at the address listed above.

EXHIBIT 6

Chart of Recent Attorneys' Fees Awards

EXHIBIT 6

Attorneys' Fee Awards in End-Payor Generic Suppression

Class Action Cases (2005-2021)

Settlement Year	Case	Settlement Amount	Fee Awarded	Fee %
2021	*In re EpiPen Mktg, Sales Prac., and Antitrust Litig.*, No. 17-md-DDC-TJJ (D. Kan. 2021)	$345,000,000	$115,000,000	33.3%
2020	*The Hosp. Authority of Metropolitan Gov't of Nashville & Davidson Cty., Tennessee v. Momenta Pharm., Inc. ("Lovenox")*, No. 3:15-cv-01100 (M.D. Tenn.)	$120,000,000	$40,000,000	33.3%
2020	*In re Loestrin 24 Fe Antitrust Litig.*, No. 1:13-MD-2472-WES-PAS (D.R.I.)	$62,500,000	$20,833,333.33	33.3%
2020	*Vista Healthplan, Inc v. Cephalon, Inc. ("Provigil")*, No. 2:06-cv-1833 (E.D. Pa.)	$65,877,600	$21,959,200	33.3%
2018	*In re Aggrenox Antitrust Litig.*, No. 3:14-md-2516 (D. Conn.)	$50,229,193	$16,743,064	33.3%
2018	*In re Lidoderm Antitrust Litig.*, No. 3:14-md-02521 (N.D. Cal.)	$104,750,000	$34,916,000	33.3%
2018	*In re Solodyn (Minocycline Hydrochloride) Antitrust Litig.*, No. 1:14-md-02503 (D. Mass.)	$43,000,000	$14,333,333	33.3%
2016	*In re Prograf Antitrust Litig.*, No. 1:11-md-02242 (D. Mass.)	$13,250,000	$4,416,667	33.3%
2015	*In re Skelaxin (Metaxalone) Antitrust Litig.*, No. 1:12-md-2343 (E.D. Tenn.)	$9,000,000	$3,000,000	33.3%
2013	*In re Wellbutrin SR Antitrust Litig.*, No. 2:04-cv-05898 (E.D. Pa.)	$21,500,000	$7,095,000	33.3%
2013	*In re DDAVP Indirect Purchaser Antitrust Litig.*, No. 7:05-cv-2237 (S.D.N.Y.)	$4,750,000	$1,567,500	33.3%

2013	*In re Flonase Antitrust Litig.*, No. 08-3301 (E.D. Pa.)	$35,000,000	$11,655,000	33.3%
2012	*In re Metoprolol Succinate ("Tropol XL") End-Payor Antitrust Litig.*, No. 06-cv-71 (D. Del.)	$11,000,000	$3,500,000	31.8%
2013	*In re Wellbutrin XL Antitrust Litig.*, 2:08-cv-2433 (E.D. Pa.)	$11,750,000	$3,916,275	33.3%
2009	*In re Tricor Indirect Purchaser Antitrust Litig.*, No. 1:05-cv-00360 (D. Del.)	$65,700,000	$21,900,000	33.3%
2007	*Vista Healthplan, Inc. v. Warner Chilcott Holdings Company III, Ltd. ("Ovcon")*, No. 1:05-cv- 2327 (D.D.C.)	$9 million in products at market value and $3.2 million in fees and costs	$2,754,943.13	21.2%
2005	*In re Terazosin Hydrochloride Antitrust Litig.*, No. 1:99-md-1317 (S.D. Fla.)	$28,700,000	$8,610,000	30%
2005	*In re Relafen Antitrust Litig.*, No. 1:01-cv-12239 (D. Mass.)	$67,000,000	$22,311,000	33.3%
2005	*In re Remeron End-Payor Antirust Litig.*, No. 2:02-cv-2007 (D.N.J.)	$27,555,000	$7,800,000	28.3%
2005	*Nichols v. Smithline Beecham Corp. ("Paxil")*, No. 2:00-cv-6222 (E.D. Pa.)	$65,000,000	$19,000,000	29.2%
2005	*Ryan-House v. GlaxoSmithKline PLC ("Augmentin")*, No. 2:02-cv-442 (E.D. Va.)	$29,000,000	$7,250,000.00	25%