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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

In re Neurontin Antitrust Litigation

Master File No. 02-1390

THIS DOCUMENT RELATES TO:

Civil Action No. 02-1830

Civil Action No. 02-2731

**LOUISIANA WHOLESALE DRUG
COMPANY, INC., MEIJER, INC. and
MEIJER DISTRIBUTION, INC., on
behalf of themselves and all others
similarly
situated,**

Plaintiffs,

v.

**PFIZER, INC. and WARNER-
LAMBERT
CO.,**

Defendants.

**NOTICE OF MOTION IN SUPPORT OF CLASS PLAINTIFFS'
MOTION FOR PRELIMINARY APPROVAL OF PROPOSED
SETTLEMENT AND APPROVAL OF THE FORM AND MANNER OF
NOTICE TO THE CLASS
AND PROPOSED SETTLEMENT SCHEDULE**

TO: COUNSEL OF RECORD

PLEASE TAKE NOTICE that on _____, 2014, at _____ or as soon thereafter as counsel may be heard, the undersigned attorneys for Class Plaintiffs in the above-captioned action shall move before the Hon. Faith S. Hochberg, U.S.D.J., M.L. King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey, for the entry of a Preliminary Approval Order, which provides for: (i) preliminary approval by the Court of a proposed Settlement of the above-captioned action; (ii) approval of the proposed form and manner of notice to the Class; and, (iii) establishment of a proposed schedule leading up to and including the Fairness Hearing.

In support of this motion, Class Plaintiffs rely upon the Memorandum of Law in Support of Class Plaintiffs' Motion for Preliminary Approval of Proposed Settlement and Approval of the Form and Manner of Notice to the Class and Proposed Settlement Schedule, as well as the Declaration of Richard J. Kilsheimer. A proposed form of Order is also submitted herewith.

Date: April 21, 2014

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By: /s Jonathan D. Clemente

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APPROVAL OF PROPOSED SETTLEMENT AND APPROVAL OF
THE FORM AND MANNER OF NOTICE
TO THE CLASS AND PROPOSED SETTLEMENT SCHEDULE**

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Louisiana Wholesale Drug Company, Inc. (“LWD”), Meijer, Inc., and Meijer Distribution, Inc. (together, “Meijer”, and, with LWD, collectively, “Plaintiffs”), on behalf of the previously-certified Class (as defined below), respectfully submit this Memorandum of Law in Support of Class Plaintiffs’ Motion for Preliminary Approval of Proposed Settlement and Approval of the Form and Manner of Notice to the Class and Proposed Settlement Schedule.

Plaintiffs and Defendants Pfizer Inc. and Warner-Lambert Co. (together, “Defendants” or “Pfizer”) agreed to settle this Class Action¹ for, the payment by Defendants of \$190 million in cash, plus interest, to Plaintiffs and members of the Class, in exchange for dismissal of this litigation, with prejudice, and certain releases from the Class (the “Settlement”). The parties have set forth the terms of the Settlement in an agreement (the “Settlement Agreement”), which is attached as Exhibit 1 to the accompanying Declaration of Richard J. Kilsheimer (“Kilsheimer Decl.”).

Plaintiffs now seek preliminary approval of the proposed Settlement and request that the Court begin the final approval process by approving the dissemination of notice to the Class and scheduling a final approval hearing (the “Fairness Hearing”). Defendants do not oppose Plaintiffs’ motion for preliminary

¹ This Class Action consolidated the cases *Louisiana Wholesale Drug Company, Inc., et al. v. Pfizer, Inc. and Warner-Lambert*, No. 2:02-cv-01830-FSH (D.N.J.) and *Meijer, Inc., et al. v. Pfizer, Inc. and Warner-Lambert*, No. 2:02-cv-02731 (D.N.J.).

approval.

I. BACKGROUND.

This Class Action was brought by the direct purchasers of the drug Neurontin from Defendants. Plaintiffs have alleged, among other things, that Defendants maintained and enhanced their monopoly power with respect to gabapentin anhydrous, a drug approved by the FDA for the treatment of epilepsy, in violation of the Sherman Act, 15 U.S.C. § 2, by, *inter alia*, maintaining their exclusivity for Neurontin, their branded gabapentin product, and thus delaying generic competition, through an overarching, multi-faceted scheme that included illegal off-label promotion, manipulation of the patent application process, violation of Hatch-Waxman Act procedures, repeated filing and maintenance of sham patent suits, and perpetration of fraud on the courts hearing those cases.

Plaintiffs have alleged that Defendants' conduct delayed the market entry of less expensive generic versions of Neurontin, thereby forcing members of the Class to pay artificially inflated prices for Neurontin and/or its AB-rated generic equivalents. Defendants have denied Plaintiffs' allegations and have asserted a number of defenses. The Court is familiar with the parties' factual and legal positions, having ruled on the extensive cross-motions for summary judgment. These motions touched upon virtually every aspect of this Class Action, which the parties have aggressively litigated for a dozen years.

On January 25, 2011, this Court certified a class (the “Class”) consisting of:

All persons or entities in the United States that purchased Neurontin from Pfizer at any time during the period of December 11, 2002 through August 31, 2008 and who have purchased generic gabapentin. Excluded from the Class are Defendants and each of their respective parents, employees, subsidiaries, affiliates, and franchisees, and all government entities.

Doc. No. 412 at ¶ 4.² This Court also designated LWD and Meijer as representatives of the Class (the “Class Representatives”), and appointed Class Counsel, including the appointment of Garwin Gerstein & Fisher LLP and Kaplan Fox & Kilsheimer LLP as Co-Lead Counsel. *Id.* at ¶¶ 6-7.

Plaintiffs and Defendants reached the proposed Settlement after intensive arms'-length negotiations, including multiple mediation sessions held with a skilled mediator; substantial fact and expert discovery including, among other things, the production and inspection of millions of pages of documents and numerous depositions of Defendants' employees and third-party witnesses; substantial briefing and argument before the Court on legal issues (including on motions to dismiss, class certification, sanctions, discovery, summary judgment and collateral estoppel); consultation with economic, scientific and other experts regarding legal, evidentiary and economic issues (including, for instance, the

² Also excluded from the Class are CVS Pharmacy Inc., Caremark, L.L.C., Rite Aid Corporation, Rite Aid HDQTRS Corp., Walgreen Co., American Sales Co, Inc., HEB Grocery Co. LP, Safeway Inc., SuperValu Inc., and The Kroger Co., in their own right as direct purchasers of Neurontin from Pfizer and as assignees limited to their purchases of Neurontin from Class members.

estimation of damages incurred by the Class); and numerous hearings and conferences before the Court.

The proposed Settlement provides for a cash payment by Defendants to Plaintiffs and the Class of \$190 million plus interest, in exchange for dismissal of the litigation with prejudice and certain releases from the Class as fully set forth in paragraph 11 of the Settlement Agreement.³

The first step in the settlement approval process is the submission of the proposed Settlement to the Court for preliminary approval, followed by communication of the terms of the proposed Settlement to the Class for its consideration. If the Court grants Plaintiffs' motion, the terms of the proposed Settlement will be communicated to the Class through two forms of Court-approved notice: the "Mail Notice," which will be sent directly to Class members by U.S. mail, and through publication of the notice in a periodical likely to reach all (or substantially all) of the Class members (the "Publication Notice"). Defendants have reviewed and agreed to these proposed forms of notice.

Accordingly, this motion seeks entry of the proposed Preliminary Approval Order attached to the Kilsheimer Decl. as Exhibit 2, which provides for: (i)

³ The Settlement Agreement does not release any claims between Plaintiffs, Class members and the Released Parties (as the Released Parties are defined in paragraph 10 of the Settlement Agreement) concerning product liability, breach of contract, breach of warranty or personal injury. See Exhibit 1 to Kilsheimer Decl., Settlement Agreement, at paragraph 11. Nor does it release claims by the entities identified in footnote 2 above, which are excluded from the Class.

preliminary approval of the proposed Settlement; (ii) approval of the proposed form and manner of notice; and (iii) establishment of the proposed schedule leading up to and including the Fairness Hearing.

II. ARGUMENT.

A. The Court Should Grant Preliminary Approval to the Proposed Settlement.

“The law favors settlement, particularly in class actions and other complex cases where judicial resources can be conserved by avoiding formal litigation.” *O’Brien v. Brain Research Labs, LLC*, 2012 U.S. Dist. LEXIS 113809, at *30-31 (D.N.J. Aug. 8, 2012) (quoting *In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 784 (3d Cir. 1995); *Sabol v. Hydroxatone LLC*, 2013 U.S. Dist. LEXIS 166520, at *26-27 (D.N.J. Nov. 22, 2013) (same).

Approval of class action settlements involves a two-step process. In step one, the Court considers whether to approve the settlement preliminarily for purposes of communicating the terms of the settlement to the proposed class. *See Manual for Complex Litigation (Fourth)* § 21.632 (2004) (“*MANUAL*”); *In re NFL Players’ Concussion Injury Litigation*, 2014 U.S. Dist. LEXIS 4300, at *12 (E.D. Pa. Jan. 14, 2014) (same, quoting *MANUAL*); *In re GMC*, 55 F.3d at 785 (“Before sending notice of the settlement to the class, the court will usually approve the settlement preliminarily. This preliminary determination establishes an initial presumption of fairness.”).

In the second step, after notice to the class and after each Class member is provided with an opportunity to object to the proposed settlement or otherwise be heard, the Court will determine whether the settlement is fair, reasonable, and adequate and whether the settlement should be finally approved under Fed. R. Civ. P. 23(e). See MANUAL at § 21.632. See also *In re Remeron Direct Purchaser Antitrust Litig.*, 2005 U.S. Dist. LEXIS 27013, at *8-10 (D.N.J. Nov. 9, 2005).

At the preliminary approval stage, a court “make[s] a preliminary evaluation of the fairness of the settlement.” *Mazon v. Wells Fargo Bank, N.A.*, 2011 U.S. Dist. LEXIS 143629, at *4 (D.N.J. Dec. 14, 2011) (citing *In re Nasdaq Mkt. Makers Antitrust Litig.*, 176 F.R.D. 99, 102 (S.D.N.Y. 1997)). “Preliminary approval is not binding, and it is granted unless a proposed settlement is obviously deficient.” *Id.* at *4-5. Accordingly, in considering whether to grant preliminary approval, the Court is *not* required to make a final determination of the adequacy of the settlement or to delve extensively into its merits. See *In re Automotive Refinishing Paint Antitrust Litig.*, MDL 1426, 2004 U.S. Dist. LEXIS 29163, at *3-4 (E.D. Pa. May 10, 2004) (distinguishing between preliminary approval and final approval) (citing MANUAL at § 21.632). The fairness, reasonableness, and adequacy of a proposed class action settlement are questions reserved for the final approval stage. *Id.*

Additionally, because the purpose of preliminary approval is solely to obtain

authority for notifying the Class regarding the terms of the Settlement, and to set the stage for the final approval of the Settlement, no Class member's substantive rights will be prejudiced by preliminary approval. *Id.* Indeed, the Court will determine whether the settlement is fair, reasonable, and adequate and whether the settlement should be finally approved, under FED. R. CIV. P. 23(e), only after notice has been sent to Class members and Class members have been provided with an opportunity to object to the proposed settlement or otherwise be heard.

Preliminary approval should be granted “[w]here the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class and falls within the range of possible approval.” *Mazon*, 2011 U.S. Dist. LEXIS 143629 at *5 (citation omitted). Indeed, “[a] presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arms’-length negotiations between experienced, capable counsel after meaningful discovery.” *Id.* at *5 (quoting *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 116 (2d Cir. 2005)).

Courts in the Third Circuit consider several factors in determining whether a proposed settlement falls within the range of possible approval and thus should be preliminarily approved. A court will preliminarily approve a class action settlement if it appears capable of possible final approval and the court finds that:

(1) the negotiations leading to the proposed settlement occurred at arms'-length; (2) there was sufficient discovery in the litigation for the plaintiff to make an informed judgment on the merits of the claims; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected. *In re GMC*, 55 F.3d at 785. *See also Mylan Pharms., Inc. v. Warner Chilcott Pub. Ltd. Co.*, 2014 U.S. Dist. LEXIS 21504, at *11 (E.D. Pa. Feb. 18, 2014) (same).

As discussed in more detail below, the proposed Settlement satisfies these factors, and this Court should grant preliminary approval.

1. The Proposed Settlement Is The Product of Good Faith, Extensive, Arms'-Length Negotiations.

That a proposed settlement was reached after a private mediation supports the inference of serious, arms'-length negotiations. *See In re Philips/Magnavox TV Litig.*, 2012 U.S. Dist. LEXIS 67287, at *30-31 (D.N.J. May 14, 2012). Such was the case here. The proposed Settlement resulted from extensive arms'-length negotiations, undertaken in good faith between Class Counsel and counsel for Defendants, over the course of the last three years. These negotiations included mediation sessions with a highly experienced mediator, Professor Eric Green, in December 2010, February 2013, February 2014 and March 2014. The mediation sessions actively involved not only Class counsel and counsel for Defendants, but also representatives of the parties (in person and by telephone).

The parties' settlement negotiations did not begin until after eight years of litigation, and then, after they commenced, spanned an additional three years. Over the course of this litigation, Plaintiffs and Defendants engaged in extensive discovery and motion practice, including the full briefing and ultimate denials of Defendants' motion to dismiss and motion for summary judgment and Plaintiffs' motion for partial summary judgment. As a result, the parties have had the opportunity to scrutinize the strengths and weaknesses of the pending claims and defenses, and to consider, among other issues, liability, causation and damages. Ultimately, the narrowing of issues that naturally occurred during pretrial motion practice and discovery enabled the parties to reach the proposed Settlement. Because of the extensive, arms'-length bargaining involved, there is no issue (or even a suggestion) of any collusive aspect to the proposed Settlement.

2. There Was More Than Sufficient Discovery and Investigation for Class Counsel to Make an Informed Decision.

Prior to filing suit on April 18, 2002, Class Counsel undertook a comprehensive investigation of the facts and law giving rise to the claims alleged. This investigation included, among other things, meeting with the named Class representatives, reviewing transactional data related to the purchase of Neurontin, and conducting extensive industry and economic research.

Since then, Plaintiffs and Defendants have engaged in extensive, and often

contentious, discovery and motion practice. In all, Plaintiffs reviewed and analyzed millions of pages of documents made available by Defendants, the other parties to this litigation and various non-parties. This case's record included filings, documents and information related to the multiple associated patent cases, and involved complex issues that bear upon patent and antitrust law (and how they intersect), and the Hatch-Waxman Act. Current and former executives and employees of Defendants, as well as third parties with knowledge of, and information about, the events described in Plaintiffs' complaint, were deposed. Plaintiffs, too, responded to extensive interrogatories, collected and produced voluminous records, and appeared for depositions.

Class Counsel also retained and worked with expert witnesses to evaluate scientific and economic issues relating to liability and damages. In turn, Class Counsel and their experts reviewed, analyzed and responded to reports prepared by Defendants' experts.

As a result of the foregoing, issues relating to liability and damages have been sufficiently developed such that Class Counsel can make an informed decision regarding the proposed Settlement.

3. The Proponents Of The Settlement Are Highly Experienced In Antitrust Litigation.

In approving class action settlements, courts have repeatedly deferred to the judgment of experienced counsel who have conducted arms'-length

negotiations. *See, e.g., Varacallo v. Mass. Mut. Life Ins. Co.*, 226 F.R.D. 207, 240 (D.N.J. 2005) (“Class Counsel’s approval of the Settlement also weighs in favor of the Settlement’s fairness”) (citations omitted); *Fisher Bros. v. Phelps Dodge Indus., Inc.*, 604 F. Supp. 446, 452 (E.D. Pa. 1985) (“the professional judgment of counsel involved in the litigation is entitled to significant weight”); *Klingensmith v. Max & Erma’s Rests., Inc.*, 2007 U.S. Dist. LEXIS 81029, at *19 (W.D. Pa. Oct. 23, 2007) (same).

The Class is represented by lawyers who have extensive antitrust class action experience, and who have been on the forefront of antitrust litigation, complex litigation in general, and litigation that pertains to the pharmaceutical industry specifically. Indeed, over the past fifteen years, Class Counsel have represented direct purchasers in numerous antitrust cases relating to the pharmaceutical and medical device industry.⁴ Accordingly, Class Counsel is well

⁴ *See, e.g., In re Cardizem CD Antitrust Litig.*, No. 99-md-1278 (E.D. Mich.); *In re Buspirone Patent & Antitrust Litig.*, No. 01-7951 (S.D.N.Y.); *In re Relafen Antitrust Litig.*, No. 01-12239 (D. Mass.); *In re Terazosin Hydrochloride Antitrust Litig.*, No. 99-MDL-1317 (S.D. Fla.); *In re Remeron Antitrust Litig.*, No. 03-0085 (D.N.J.); *In re Ciprofloxacin Hydrochloride Direct Purchaser Antitrust Litig.*, MDL No. 00-1383 (E.D.N.Y.); *In re K-Dur Antitrust Litig.*, No. 01-1652 (D.N.J.); *In re Tricor Direct Purchaser Antitrust Litig.*, No. 05-340 (D. Del.); *In re Modafinil Direct Purchaser Antitrust Litig. (King Drug of Florence, Inc. v. Cephalon, Inc.)*, No. 06-1797 (E.D. Pa.); *In re Nifedipine Antitrust Litig.*, No. 03-MC-223 (D.D.C.); *In re Endosurgical Direct Purchaser Litig.*, No. 2:05-cv-08809 (C.D. Cal.); *In re Hypodermic Prods. Direct Purchaser Antitrust Litig.*, No. 05-1602 (D.N.J.); *Natchitoches Parish Hosp. Svc. Dist. v. Tyco*, No. 05-12024 (D. Mass.); *In re: Lamictal Direct Purchaser Antitrust Litig.*, No. 12-995 (D.N.J.); *In re*

versed in the prosecution, evaluation, and settlement of this type of antitrust litigation.

Class Counsel strongly recommends the proposed Settlement as falling within the range of reasonableness. This Court should give such a recommendation significant weight in its analysis of whether to approve the proposed Settlement.

4. The Reaction of the Class to the Settlement

Third Circuit courts weighing preliminary approval consider the proportion of class members objecting to the proposed settlement, *see In re GMC*, 55 F.3d at 785-786. At this time, Class Counsel have neither received nor anticipated receiving any material objections to the proposed Settlement. This expectation is based upon the fact that, in over 14 years of litigating Hatch-Waxman Act antitrust cases on behalf of virtually the same classes, comprised of most, if not all, of the same class members as the case at bar, Class Counsel have never received an objection to any of the settlements reached in those cases they handled.

Lipitor Antitrust Litig., MDL No. 2332 (D.N.J.); *In re Prograf Antitrust Litig.*, MDL Docket No. 2242 (D.Mass.); *In re Androgel Antitrust Litigation (II)*, MDL Docket No. 2084 (N.D.Ga.); *Rochester Drug Co-Operative, Inc., v. Braintree Laboratories, Inc.*, Civil Action No. 07-cv-0142 (D.Del.); *Meijer, Inc., et al., v. Abbott Laboratories*, Civil Action No. 07-cv-5985 (N.D.Ca.); *In re DDAVP Direct Purchaser Antitrust Litigation*, Civil Action No. 05-cv-2237 (S.D.N.Y.); *In re OxyContin Antitrust Litigation*, MDL No. 04-md-1603 (S.D.N.Y.).

B. The Court Should Approve the Proposed Form and Manner of Notice to the Class.

Federal Rule of Civil Procedure 23(e)(1) provides that “[t]he court must direct notice in a reasonable manner to all class members who would be bound by the propos[ed settlement].” Proposed forms of the Mail Notice and the Publication Notice (collectively referred to below as the “Notices”) are attached to the Kilsheimer Decl. as Exhibit 3 and Exhibit 4, respectively. Plaintiffs propose that the Mail Notice be sent to Class members at their last-known addresses, with the Publication Notice appearing in *The Pink Sheet*, an industry trade publication, at roughly the same time.⁵

The Class is a finite group of sophisticated businesses, consisting of approximately 57 members. The identity of Class members (with the exception of assignees) has already been determined using Defendants’ transactional data, so it

⁵ *The Pink Sheet* describes itself as follows on its web site:

“*The Pink Sheet*” provides in-depth coverage of the prescription pharmaceutical industry. Known as “The Bible” to the prescription pharmaceutical industry, this publication covers regulatory activities of the FDA, FTC and CMS; Congress; industry news, such as mergers and acquisition, new product introductions, and executive changes; and financial news, such as companies’ sales/earning performance and stock activity. Its comprehensive coverage is vital for successful business development and commercialization strategies that drive profits.

<http://www.pharmamedtechbi.com/publications/the-pink-sheet/about>.

is highly likely that the direct mail method will be sufficient to reach all (or substantially all) Class members. Accordingly, the Publication Notice will act solely as a fail-safe, back-up measure, and in any event, publication in *The Pink Sheet* is likely to reach all, or nearly all, Class members.

This Court previously approved the same plan in providing notice to the Class of the Court's January 25, 2011 ruling granting class certification. *See* Agreed-Upon Order Concerning Form and Manner of Notice of Pendency of Class Action to the Direct Purchaser Class, entered February 7, 2011 (Doc. No. 423).

In addition, Co-Lead Counsel for the Class will post the Settlement Agreement on their websites at www.garwingerstein.com and www.kaplanfox.com, and on the website of the Claims Administrator at www.berdonclaims.com. The Notices fairly describe the proposed Settlement and its legal significance, thereby satisfying the requirements of Rule 23(e). *See Philips/Magnovox*, 2012 U.S. Dist. LEXIS 67287 at *39. Indeed, the proposed Notices together provide a description of the Class, and the procedural status of the litigation. Additionally, the Notices set forth the significant terms of the proposed Settlement, including the total amount of money Defendants have agreed to pay to the Class and the releases that Defendants will receive if the Settlement is finally approved. The Notices also outline the proposed Plan of Allocation which describes how the amount that each Class Member will be entitled to receive from

the Settlement Fund will be calculated. The Notices outline the court approval process for the proposed Settlement, counsel's request for attorneys' fees and reimbursement of expenses,⁶ and counsel's request for proposed incentive awards of \$100,000.00 for both of the Class Representatives (to compensate them for the substantial efforts made on behalf of the Class).⁷ The proposed Notices also advise Class members of their rights under Rule 23, including the right to object to, and to be heard as to the reasonableness and fairness of, the proposed Settlement and Plan of Allocation.

The form and manner of notice that Plaintiffs propose will therefore satisfy the notice requirements of Rule 23(e), as well as the due process requirements which must be met in order to bind each member of the Class. *See Grimes v. Vitalink Communications Corp.*, 17 F.3d 1553, 1560-61 (3d Cir. 1994) (direct mail

⁶ Class Counsel shall, pursuant to the proposed schedule outlined below, submit an application for attorneys' fees and expenses to be reimbursed out of the settlement proceeds.

⁷ This Court often grants incentive awards to class representatives in lengthy, complex cases like this one. *See, e.g., McCoy v. Health Net, Inc.*, 569 F. Supp. 2d 448, 479-480 (D.N.J. 2008) (awarding incentives to class representatives in "case of unprecedented intensity and duration"); *In re Remeron*, 2005 U.S. Dist. LEXIS 27013, at *50 (D.N.J. Nov. 9, 2008) (noting that "[t]he named plaintiffs spent a significant amount of their own time and expense litigating this action for the benefit of the Class. As recognized by numerous courts, such efforts should not go unrecognized").

notice found sufficient under Rule 23).⁸

C. The Court Should Approve the Proposed Final Settlement Schedule, Including Setting a Date for the Fairness Hearing.

Plaintiffs propose the following schedule for completing the approval process:

Dissemination of Notices to the Class in the form and manner proposed	Within 14 days of entry of the Order preliminarily approving the Settlement
Filing of Plaintiffs' motion for final approval of the Settlement and the Plan of Allocation	30 days before the date set for the Fairness Hearing
Submission of Class Counsel's application for Attorneys' Fees and Expenses, and Application for Incentive Awards to the Class Representatives	30 days before the date set for the Fairness Hearing
Deadline for Class Members to object to the Settlement and Fee Application	14 days before the date set for the Fairness Hearing

⁸ Class members were given the chance to opt out of the class following notice of this Court's January 25, 2011 order certifying the class, and while the Court has discretion to give members of the previously-certified class another chance to opt out, *see* Rule 23(e)(4), there is no requirement to do so. Under similar circumstances, courts in antitrust cases like this one have consistently foregone a second opt-out period. *See, e.g., In re Flonase Antitrust Litig.*, 951 F. Supp. 2d 739, 745 (E.D. Pa. 2013) (finally approving settlement and noting that because "class members were given the chance to opt out when [the court] originally certified the class . . . [the court] declined to allow class members an additional opportunity to opt out of the class after receiving notice of the settlement"). Because Class members have had the chance to invoke their due process rights and opt out of the certified Class, and the Settlement still allows them to object to the terms of the Settlement, there should not be a second opt-out period now.

Fairness Hearing	To Be Determined By the Court ⁹
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Any class member who objects to the settlement may be heard at the Fairness Hearing.

Relatedly, Plaintiffs request that the Court approve the retention of Berdon Claims Administration LLC (“Berdon”) as the Claims Administrator to oversee the dissemination of the Notices to the Class, and ultimately, the administration of the Settlement. As stated on its resume, which is reviewable at www.berdonclaims.com, Berdon has extensive experience in class action claims administration, including with respect to antitrust litigation in the pharmaceutical industry.

III. CONCLUSION.

For the foregoing reasons, this Court should preliminarily approve the proposed Settlement; approve the form and manner of the Notices; approve the retention of Berdon as the Claims Administrator; and set the final settlement schedule, including a date for the Fairness Hearing. A proposed Order is submitted herewith and is attached to the Kilsheimer Decl. as Exhibit 2.

⁹ Due to the need to give notice to the Class of the terms of the Settlement, and their rights with respect to the Settlement, Class Counsel respectfully suggest that the Fairness Hearing be scheduled at least 90 days after preliminary approval.

Date: April 21, 2014

CLEMENTE MUELLER, PA

By: /s Jonathan D. Clemente
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Attorneys for Direct Purchaser Class Plaintiffs
(Additional counsel on signature page)

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

In re Neurontin Antitrust Litigation

Master File No. 02-1390

THIS DOCUMENT RELATES TO:

Civil Action No. 02-1830

Civil Action No. 02-2731

**LOUISIANA WHOLESALE DRUG
COMPANY, INC., MEIJER, INC. and
MEIJER DISTRIBUTION, INC., on
behalf of themselves and all others
similarly
situated,**

Plaintiffs,

v.

**PFIZER, INC. and WARNER-
LAMBERT
CO.,**

Defendants.

**DECLARATION OF RICHARD J. KILSHEIMER IN SUPPORT OF
CLASS PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF
PROPOSED SETTLEMENT AND APPROVAL OF THE FORM AND
MANNER OF NOTICE
TO THE CLASS AND PROPOSED SETTLEMENT SCHEDULE**

I, Richard J. Kilsheimer, declare as follows:

I am a partner in the law firm of Kaplan Fox & Kilsheimer LLP, Co-Lead Counsel for the Class. I am submitting this Declaration in support of Class¹ Plaintiffs' Motion for Preliminary Approval of Proposed Settlement and Approval of the Form and Manner of Notice to the Class and Proposed Settlement Schedule.

1. The Class and Defendants have entered into a Settlement Agreement, subject to Rule 23(e) of the Federal Rules of Civil Procedure and Court approval, whereby, in exchange for a cash payment of \$190 million, plus interest, Plaintiffs have agreed to dismissal of this litigation with prejudice and certain releases fully set forth in paragraph 10 of the Settlement Agreement. The Settlement Agreement, with its attached exhibits, is attached as Exhibit 1 hereto.

2. As set out more fully in the accompanying memorandum of law, the proposed Settlement satisfies all of the factors required for preliminary approval of a class action settlement under Rule 23 of the Federal Rules of Civil Procedure. The Settlement should therefore be preliminarily approved, and notification of the Settlement's terms should be provided to the Class as provided in this motion.

3. Plaintiffs also submit for the Court's approval a proposed Order Preliminarily Approving the Settlement, attached hereto as Exhibit 2, and the proposed forms of notice attached hereto as Exhibit 3 and Exhibit 4 which provide

¹ The Class was previously certified by the Court by order entered on January 25, 2011 (Doc No. 412 at ¶4) and is defined in the Settlement Agreement, attached hereto as Exhibit 1.

notice by direct mailing to all Class members and summary notice for publication in *The Pink Sheet*, a trade publication with wide distribution among Class members. For reasons more fully set forth in the accompanying memorandum of law, these forms and the manner of notice satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure.

4. Plaintiffs propose the following schedule for the provision of notice, the motion for final approval of the settlement, the application for fees, costs, incentive awards, and filing of objections, and the scheduling of the hearing on final approval:

Dissemination of Notices to the Class in the form and manner proposed	Within 14 days of entry of the Order preliminarily approving the Settlement
Filing of Plaintiffs' motion for final approval of the Settlement and the Plan of Allocation	30 days before the date set for the Fairness Hearing
Submission of Class Counsel's application for Attorneys' Fees and Expenses, and Application for Incentive Awards to the Class Representatives	30 days before the date set for the Fairness Hearing
Deadline for Class Members to object to the Settlement and Fee Application	14 days before the date set for the Fairness Hearing
Fairness Hearing	To Be Determined By the Court ²

² Due to the need to give notice to the Class of the terms of the Settlement, and their rights with respect to the Settlement, Class Counsel respectfully suggest that the Fairness Hearing be scheduled at least 90 days after preliminary approval.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Date: April 21, 2014

/s/ Richard J. Kilsheimer
Richard J. Kilsheimer

EXHIBIT 1

THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

In re Neurontin Antitrust Litigation

Master File No. 02-1390

THIS DOCUMENT RELATES TO:

Civil Action No. 02-1830

Civil Action No. 02-2731

LOUISIANA WHOLESALE DRUG
COMPANY, INC., MEIJER, INC. and
MEIJER DISTRIBUTION, INC., on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

PFIZER, INC. and WARNER-LAMBERT
CO.,

Defendants.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Settlement Agreement”) is made and entered into on April 17, 2014, by and between defendants Pfizer Inc. and Warner-Lambert Co. (collectively, “Defendants” or “Pfizer”), and plaintiffs Louisiana Wholesale Drug Company, Inc. (“LWD”), Meijer, Inc., and Meijer Distribution, Inc. (together, “Meijer”, and, with LWD, collectively, “Plaintiffs”) and the Class (as defined herein) in the class action, In re Neurontin Antitrust Litigation, Master Civil Action No. 02-1390 (FSH) (the “Class Action”). The “Class” is defined as follows:

All persons or entities in the United States that purchased Neurontin from Pfizer at any time during the period of December 11, 2002 through August 31, 2008 and who have purchased generic gabapentin. Excluded from the Class are Defendants and each of their respective parents, employees, subsidiaries, affiliates, and franchisees, and all government entities.

Also excluded from the Class are:

CVS Pharmacy Inc., Caremark, L.L.C., Rite Aid Corporation, Rite Aid HDQTRS Corp., Walgreen Co., American Sales Company, Inc., HEB Grocery Company LP, Safeway Inc., SuperValu, Inc., and The Kroger Co., in their own right as direct purchasers of Neurontin from Pfizer, and as assignees limited to their purchases of Neurontin from Class members.

WHEREAS, Plaintiffs have alleged that Defendants maintained and enhanced their monopoly power with respect to gabapentin anhydrous, a drug approved by the FDA for the treatment of epilepsy, in violation of the Sherman Act, 15 U.S.C. § 2, by, *inter alia*, maintaining their exclusivity for Neurontin, their branded gabapentin product, and thus delaying generic competition, through a multi-faceted overall scheme that included illegal off-label promotion, manipulation of the patent application process, violation of Hatch-Waxman Act procedures, repeated filing and maintenance of sham patent suits, and perpetration of fraud on the courts hearing those cases, and that Plaintiffs and other members of the Class incurred significant damages as a result;

WHEREAS, Defendants deny each and every one of Plaintiffs' allegations of unlawful or wrongful conduct, and deny that any conduct challenged by Plaintiffs caused any damage whatsoever, and have asserted a number of defenses to Plaintiffs' claims;

WHEREAS, Plaintiffs and Defendants agree that this Settlement Agreement shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendants or of the truth of any claim or allegation or a waiver

of any defenses thereto;

WHEREAS, arms'-length settlement negotiations have taken place between counsel for Plaintiffs and Defendants, and this Settlement Agreement, which embodies all of the terms and conditions of the settlement between Defendants and Plaintiffs (the "Settlement"), both individually and on behalf of the Class, has been reached, subject to the final approval of the United States District Court for the District of New Jersey (the "Court");

WHEREAS, Plaintiffs' counsel have concluded, after extensive discovery and investigation of the facts, and after carefully considering the circumstances of the Class Action, including the claims asserted in the complaints filed in these actions, and the possible legal and factual defenses thereto, that it would be in the best interests of the Class to enter into this Settlement Agreement in order to avoid the uncertainties of litigation, particularly complex litigation such as this, and to assure a benefit to the Class, and, further, that Plaintiffs' counsel consider the Settlement set forth herein to be fair, reasonable, and adequate and in the best interests of the Class; and

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

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

and conditions:

1. **Reasonable Best Efforts to Effectuate This Settlement.** Counsel for the undersigned agree to recommend approval of this Settlement by the Court and to undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other steps and efforts that may be necessary or appropriate, by order of the Court or otherwise, to secure approval and to carry out the terms of this Settlement.

2. **Motion for Preliminary Approval.** Promptly following the execution of this Settlement Agreement by all parties hereto, Plaintiffs shall file with the Court a motion for preliminary approval of the Settlement. The motion for preliminary approval shall request the entry of a preliminary approval order substantially in the form of Exhibit A hereto (the “Preliminary Approval Order”), including: (i) the preliminary approval of the Settlement set forth in this Settlement Agreement as fair, reasonable and adequate and in the best interests of the Class; (ii) approval of the notice plan; (iii) a schedule for a hearing by the Court after the notice period has expired to approve the Settlement and to consider Plaintiffs’ counsel’s applications for attorneys’ fees and expenses and incentive awards as set forth in this Settlement Agreement; and (iv) a stay of all proceedings in the Class Action until such time as the Court renders a final decision regarding the approval of the Settlement. In the event that the Court preliminarily approves the Settlement, Plaintiffs shall, in accord with the Preliminary Approval Order, provide Class members with notice of the Settlement pursuant to Rule 23 of the Federal Rules of Civil Procedure in the form attached hereto as Exhibit B-1 and short-form notice of the Settlement for publication in the form attached hereto as Exhibit B-2. Plaintiffs’ counsel will recommend notice to the Class by means of (i) direct mail and (ii) publication in an industry

trade publication.

3. **Motion for Final Approval and Entry of Final Judgment.** If the Court preliminarily approves this Settlement Agreement, Plaintiffs shall submit a motion for final approval of this Settlement by the Court, after appropriate notice to the Class, and shall seek entry of a Final Judgment and Order substantially in the form attached hereto as Exhibit C (the “Final Judgment and Order”):

- a. finding this Settlement Agreement and its terms as being a fair, reasonable and adequate settlement as to Plaintiffs and the Class within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation pursuant to its terms;
- b. providing for payment of reasonable attorneys’ fees and reimbursement of costs and expenses from the Settlement Fund (as defined below) as described herein;
- c. providing for payment solely from the Settlement Fund of an incentive payment to Plaintiffs in the Class Action in addition to whatever monies they will receive from the Settlement Fund pursuant to a Court-approved plan of allocation;
- d. directing that the Class Action be dismissed with prejudice and, except as provided for herein, without costs;
- e. reserving exclusive jurisdiction over the Settlement and this Settlement Agreement, including the administration and consummation of this Settlement and the award of attorneys’ fees and reimbursement of expenses, and the payment of incentive awards to LWD and Meijer, if allowed by the Court; and
- f. directing that the judgment of dismissal shall be final and appealable.

4. **Finality of Settlement.** This Settlement Agreement shall become final upon the occurrence of all of the following:

- a. it is approved by the Court as required by Rule 23(e) of the Federal Rules of Civil Procedure;

- b. entry, as provided for in paragraph 3 herein, is made of the Final Judgment and Order of dismissal with prejudice against Plaintiffs and the members of the Class; and
- c. the time for appeal from the Court's approval of this Settlement as described in subparagraph 4(a) hereof and entry of the Final Judgment and Order as described in subparagraph 4(b) hereof has expired or, if appealed, either such appeal shall have been dismissed prior to resolution by the Court or approval of this Settlement and the Final Judgment and Order has been affirmed in its entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

5. **Settlement Fund.**

(a) Subject to the terms and conditions of this Settlement Agreement and the Escrow Agreement (as defined below), and in full, complete and final settlement of the Class Action, within twenty (20) business days after (1) receipt by Defendants of fully-executed copies of this Settlement Agreement and the Escrow Agreement and (2) entry by the Court of the Preliminary Approval Order without material change, Defendants shall deposit the Settlement Fund Amount (as defined below) into an escrow account (the "Escrow Account") held and administered by UBS AG, New York Branch (the "Escrow Agent"). The Settlement Fund Amount shall be an amount equal to the sum of One Hundred Ninety Million and no/100 Dollars (\$190,000,000.00) (the "Settlement Amount") plus the total amount of interest on the Settlement Amount at a rate of one percent (1%) per annum from March 14, 2014 to the date such amount is deposited in the Escrow Account (the "Interest Amount"). The Settlement Fund Amount deposited by Defendants into the Escrow Account shall be referred to as the "Settlement Fund."

(b) The Escrow Account shall be established and administered pursuant to the Escrow Agreement attached hereto as Exhibit D (the "Escrow Agreement"). It is intended that the Escrow Account be treated as a "qualified settlement fund" for federal income

tax purposes pursuant to Treas. Reg. § 1.468B-1 and that any taxes due as a result of income earned by the Settlement Fund will be paid from the Settlement Fund. Except as otherwise expressly permitted by paragraph 3(d)(4) of the Escrow Agreement, the Escrow Agent shall disburse funds from the Escrow Account only pursuant to and consistent with the express terms of this Settlement Agreement, the Preliminary Approval Order, the Final Judgment and Order, the Escrow Agreement, and as expressly authorized by any other applicable order of the Court. Interest earned by the Settlement Fund shall be for the benefit of the Class, less any tax imposed on such interest. The Settlement Fund shall be available for distributions to members of the Class upon the Settlement becoming final pursuant to paragraph 4 of this Settlement Agreement, subject to deductions for payments of: (1) reasonable attorneys' fees, costs and expenses approved by the Court (and any interest awarded thereon); (2) any Court-approved incentive award to Plaintiffs in the Class Action; (3) taxes payable on the Settlement Fund; and (4) any and all administrative and notice expenses associated with this litigation or the Settlement. The total consideration that Defendants will pay for this Settlement shall be the Settlement Fund Amount, which includes, without limitation, any amount payable as attorneys' fees, expenses and costs of Plaintiffs and the Class, any Court-approved incentive award to Plaintiffs, any taxes payable on the Settlement Fund, and payment of any and all administrative and notice expenses associated with this litigation or Settlement. No portion of the Settlement consideration shall constitute, or shall be construed as constituting, a payment in lieu of treble damages, fines, penalties, punitive damages or forfeitures.

6. **Full Satisfaction; Limitation of Interest and Liability.** Members of the Class shall look solely to the Settlement Fund for settlement and satisfaction against Defendants

of all claims that are released hereunder. Certain entities have opted out of the Class (the “Opt-outs”) and have asserted claims against Defendants at least in part based upon purported assignments to them by Class Members (the “Assigned Claims”). Copies of the opt-out letters on behalf of the Opt-outs are attached hereto as Exhibit E and Exhibit F. This Settlement Agreement does not affect or release the Assigned Claims as they have been asserted by the Opt-outs. However, only those particular entities that have been identified as the assignees shall have the right to pursue the Assigned Claims against Defendants. In the event that the Settlement becomes final pursuant to paragraph 4 herein, the Settlement Fund will fully satisfy any and all Released Claims as defined in paragraph 10 herein. Except as provided by order of the Court, no Class member shall have any interest in the Settlement Fund or any portion thereof. Defendants shall have no liability with respect to disbursements from the Settlement Fund pursuant to any Court-approved plan of allocation.

7. **Reimbursement of Costs, Fees and Expenses.** Plaintiffs and their counsel will be reimbursed and indemnified solely out of the Settlement Fund for all costs, fees and expenses including, but not limited to, the costs of notice of this Settlement to Class members and administration of the Settlement Fund. Defendants shall not be liable for any costs, fees or expenses of any of Plaintiffs’ respective attorneys, experts, advisors, agents and representatives, or for any costs, fees or expenses for notice, administration or other costs of implementing this Settlement, but all such costs, fees and expenses as approved by the Court shall be paid out of the Settlement Fund.

8. **Disbursement of the Settlement Fund.** If this Settlement Agreement becomes final pursuant to the provisions of paragraph 4 herein, the Settlement Fund shall be

distributed to Class members as ordered by the Court. Prior to the Settlement becoming final pursuant to the provisions of paragraph 4, disbursements for the costs and expenses of Class notice and for administration of the Settlement Fund, up to \$50,000.00, may be made from the Settlement Fund only upon written notice from the Plaintiffs' Co-Lead Counsel to the Escrow Agent in the manner provided in the Escrow Agreement. Defendants shall have no liability or (except as otherwise provided in this paragraph 8 and in the Escrow Agreement) responsibility with respect to disbursements from or administration of the Settlement Fund. To the extent that there is any ambiguity or inconsistency concerning disbursements when this Settlement Agreement and the Escrow Agreement are read together, the terms of this Settlement Agreement shall control.

9. **Attorneys' Fees, Expenses and Costs.** Class counsel intend to seek, solely from the Settlement Fund, attorneys' fees of 33⅓% of the Settlement Fund plus the reimbursement of reasonable costs and expenses incurred in the prosecution of this action plus interest thereon, and an incentive award of \$100,000.00 for each of LWD and Meijer in the Class Action. Defendants agree to take no position with respect to the application by Class counsel for the attorneys' fees, expense payments and incentive award set forth above. Defendants agree, subject to any order of the Court, that Class counsel will be paid any Court-approved attorneys' fees and expenses and any Court-approved incentive award within five (5) business days after this Settlement becomes final pursuant to paragraph 4 of this Settlement Agreement. Any attorneys' fees, expenses, costs and incentive awards approved by the Court shall be payable solely out of the Settlement Fund, and Plaintiffs, members of the Class, and their respective counsel shall not seek payment of any attorneys' fees, expenses, costs or incentive awards from

any source other than the Settlement Fund. The Released Parties (as defined in paragraph 10 hereof) shall have no responsibility for, and no liability whatsoever with respect to, any payment or disbursement of attorneys' fees, expenses, costs or incentive awards, any allocation of attorneys' fees, expenses, costs or incentive awards among Class counsel and/or Plaintiffs, or with respect to any allocation of attorneys' fees, expenses, costs or incentive awards to any other person or entity who may assert any claim thereto.

10. **Releases.**

(a) Upon this Settlement Agreement becoming final in accordance with paragraph 4 hereof, Defendants and their past, present and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, officers, directors, management, supervisory boards, insurers, general or limited partners, employees, agents, trustees, associates, attorneys and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing) (the "Released Parties") are and shall be unconditionally, fully and finally released and forever discharged from all manner of claims, debts, obligations, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, accrued in whole or in part, in law or equity, that Plaintiffs or any member or members of the Class (including any of their past, present or future officers, directors, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such) (the "Releasers"), whether or not they object to the Settlement and whether or

not they make a claim upon or participate in the Settlement Fund, ever had, now has, or hereafter can, shall or may have, directly, representatively, derivatively or in any other capacity, arising out of or relating in any way to any conduct alleged or asserted in any complaints that Plaintiffs filed in this Class Action, relating to any alleged delay in the marketing, sale, manufacture, pricing, or purchase of, or the enforcement of intellectual property related to Neurontin or its generic equivalents, prior to the date hereof, except as provided for in paragraph 11 herein (the “Released Claims”).

(b) In addition, Plaintiffs and each Class member, on behalf of themselves and all other Releasers, hereby expressly waive, release and forever discharge, upon the Settlement becoming final, any and all provisions, rights and benefits conferred by § 1542 of the California Civil Code, which reads:

Section 1542. General Release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor;

or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Each Class member may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the claims which are the subject matter of this paragraph 10, but each Class member hereby expressly waives and fully, finally and forever settles, releases and discharges, upon this Settlement becoming final, any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

Each Class member also hereby expressly waives and fully, finally and forever settles, releases and discharges any and all claims it may have against any Released Party under § 17200, *et seq*, of the California Business and Professions Code or any similar comparable or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims are expressly incorporated into the definition of Released Claims.

11. **Reservation of Claims.** The releases set forth in paragraph 10 hereof shall not release any claims between Plaintiffs, Class members and the Released Parties concerning product liability, breach of contract, breach of warranty or personal injury.

12. **Stay of Proceedings.** Pending Court approval of the Settlement embodied in this Settlement Agreement, the parties agree to stay any and all proceedings in the Class Action other than those incident to the settlement process, and agree to extensions of time with respect to any court filings necessary to effectuate such stays.

13. **Effect of Disapproval.** If the Court declines to finally approve this Settlement, or if such approval is set aside on appeal or materially modified, or if the Court does not enter the Final Judgment and Order in substantially the form provided for in paragraph 3 and Exhibit C, or if the Court enters the Final Judgment and Order and appellate review is sought, and on such review, the Final Judgment and Order is not affirmed or is affirmed with material modification, then this Settlement Agreement and the Settlement shall be terminated upon the election of any of Defendants or Co-Lead Counsel for the Class (Garwin Gerstein & Fisher LLP and Kaplan Fox & Kilsheimer LLP) by providing written notice to the parties designated to receive such notice hereunder in accordance with paragraph 19 hereof and the Escrow Agent within ten (10) business days following the occurrence of any such event. A modification or

reversal on appeal of any amount of Class counsel's fees and expenses awarded by the Court from the Settlement Fund, or the amount of incentive awards from the Settlement Fund to Plaintiffs in the Class Action, shall not be deemed a modification of all or a part of the terms of this Settlement Agreement or the Final Judgment and Order and shall not give rise to any right of termination.

14. **Termination.** In the event that the Settlement is terminated pursuant to paragraph 13, or for any reason does not become final in accordance with the terms of paragraph 4 hereof, then (a) this Settlement Agreement shall be of no force or effect, except for payment of previously-incurred notice and administrative fees and costs from the Settlement Fund, and any taxes due on interest earned by the Settlement Fund, (b) any amount of the Settlement Fund, including any and all interest earned thereon, but less the previously-incurred costs for notice and administrative fees and costs, and taxes due on interest earned by the Settlement Fund, shall be paid to Defendants, as soon as practicable after the Escrow Agent receives notice of termination as provided for in paragraph 13 hereof, and (c) any release pursuant to paragraph 10 above shall be of no force or effect.

15. **Preservation of Rights.** The parties hereto agree that this Settlement Agreement, whether or not it shall become final, and any and all negotiations, documents and discussions associated with it shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by Defendants, or of the truth of any of the claims or allegations contained in the complaint or any other pleading or document; and evidence thereof shall not be discoverable, admissible, or otherwise used directly or indirectly, in any way (except that the provisions of this Settlement Agreement can be used by

the parties to enforce the provisions of the Settlement Agreement), whether in the Class Action or in any other action or proceeding. The parties expressly reserve all of their rights if the Settlement does not become final in accordance with the terms of paragraph 4 of this Settlement Agreement. Upon the Settlement becoming final, nothing in this paragraph shall prevent Defendants from asserting any release or using this Settlement Agreement to offset any liability to any other parties.

16. **Resumption of Litigation.** The parties agree that in the event that the Settlement Agreement is not approved by the Court or the Settlement does not become final pursuant to paragraph 4, litigation of the Class Action will resume in a reasonable manner to be approved by the Court upon joint application by the parties hereto.

17. **Confidentiality.** The Settlement Agreement shall be confidential, and neither Plaintiffs nor any counsel or other agent for or representative of Plaintiffs or the Class will make or cause to be made any statement or comment regarding this Settlement to anyone other than Plaintiffs, Class Members and their attorneys, until after the earlier to occur of (a) the filing of the motion for preliminary approval of the Settlement with the Court, and (b) any public disclosures by Defendants regarding this litigation or its settlement. Defendants shall be entitled to make such disclosures of the Settlement Agreement as they, in their sole discretion, determine are appropriate.

18. **Binding Effect.** This Settlement Agreement shall be binding upon, and inure to the benefit of, the parties hereto, the Released Parties, the Releasers, and the successors and assigns of each of them. Without limiting the generality of the foregoing, each and every covenant and agreement herein by the Plaintiffs and their counsel shall be binding upon all

members of the Class and the Releasors and their respective successors and assigns

19. **Notice.** Any and all notices, requests, consents, directives, or communications by any party intended for any other party shall be in writing and shall, unless expressly provided otherwise herein, be given personally, or by express courier, or by facsimile transmission followed by postage prepaid mail, to the following persons, and shall be addressed as follows:

To Plaintiffs and the Class:

Bruce E. Gerstein, Esq.
Garwin Gerstein & Fisher, LLP
1501 Broadway, Suite 1416
New York, NY 10036
Tel.: (212) 398-0055
Fax: (212) 764-6620

Richard J. Kilsheimer, Esq.
Kaplan Fox & Kilsheimer LLP
850 Third Avenue, 14th Fl.
New York, NY 10022
Tel.: (212) 687-1980
Fax: (212) 687-7714

Co-Lead Counsel for Plaintiffs and the Class

To Defendants:

Aidan Synnott, Esq.
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Tel: (212) 373-3000
Fax: (212) 757-3990

Beth A. Wilkinson, Esq.
Paul, Weiss, Rifkind, Wharton & Garrison LLP
2001 K Street, NW
Washington, D.C. 20006-1047
Tel: (202) 223-7300

Fax: (202) 223-7420

Counsel for Defendants

with a copy to:

Karl Buch, Esq.
Pfizer Inc.
235 E. 42nd Street
New York, NY 10017

Any of the parties may, from time to time, change the address to which such notices, requests, consents, directives, or communications are to be delivered, by giving the other parties prior written notice of the changed address, in the manner hereinabove provided, ten (10) calendar days before the change is effective.

20. **Integrated Agreement.** This Settlement Agreement (including the exhibits hereto) contains an entire, complete, and integrated statement of each and every term and provision agreed to by and among the parties. This Settlement Agreement shall not be modified in any respect except by a writing executed by all the parties hereto.

21. **Independent Settlement.** This Settlement of the Class Action is entirely independent of all other cases and is not conditioned on approval by any other plaintiff or settlement of any other case.

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

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

to be construed against the drafter hereof.

24. **Choice of Law.** All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of the State of New Jersey without regard to its choice of law or conflict of laws principles.

25. **Consent to Jurisdiction.** Defendants and each member of the Class hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the District of New Jersey, for any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement. Notwithstanding anything in this paragraph 25 to the contrary, nothing in this paragraph 25 shall prohibit (a) the assertion in any forum in which a claim is brought that any release herein is a defense, in whole or in part, to such claim or (b) in the event that such a defense is asserted in such forum, the determination of its merits in that forum.

26. **No Admission.** Nothing in this Settlement Agreement shall be construed as an admission in any action or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body or any other body or authority, present or future, by Defendants including, without limitation, that Defendants have engaged in any conduct or practices that violate any antitrust statute or other law. This Settlement Agreement shall not be admissible for any purpose except in an action to enforce its terms or as otherwise provided in paragraph 25 hereof.


27. **Execution in Counterparts.** This Settlement Agreement may be executed in counterparts. Facsimile signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Settlement

Agreement and filed with the Court.

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

GARWIN GERSTEIN & FISHER LLP

PAUL, WEISS, RIFKIND, WHARTON &
GARRISON LLP

By: 
Bruce E. Gerstein
1501 Broadway, Suite 1416
New York, NY 10036
Tel: (212) 398-0055
*Co-Lead Counsel for Plaintiffs
and the Class*

By: _____
Aidan Synnott
1285 Avenue of the Americas
New York, NY 10019
Tel: (212) 373-3000

Beth A. Wilkinson
2001 K Street, NW
Washington, D.C. 20006
Tel: (202) 223-7300
Counsel for Defendants

KAPLAN FOX & KILSHEIMER LLP

DRINKER BIDDLE & REATH LLP

By: _____
Richard J. Kilsheimer
Robert N. Kaplan
850 Third Avenue, 14th Fl.
New York, NY 10022
Tel.: (212) 687-1980
*Co-Lead Counsel for Plaintiffs
and the Class*

By: _____
Michael C. Zogby
500 Campus Drive
Florham Park, NJ 07932
Tel.: (973) 549-7000
Counsel for Defendants

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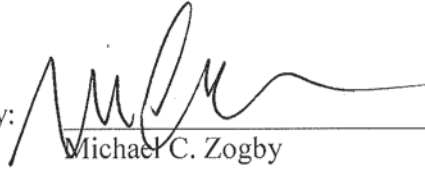
KAPLAN FOX & KILSHEIMER LLP

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By:



Michael C. Zogby
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Florham Park, NJ 07932
Tel.: (973) 549-7000
Counsel for Defendants

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

In re Neurontin Antitrust Litigation

Master File No. 02-1390

THIS DOCUMENT RELATES TO:

Civil Action No. 02-1830

Civil Action No. 02-2731

**LOUISIANA WHOLESALE DRUG
COMPANY, INC., MEIJER, INC. and
MEIJER DISTRIBUTION, INC., on behalf of
themselves and all others similarly
situated,**

Plaintiffs,

v.

**PFIZER, INC. and WARNER-LAMBERT
CO.,**

Defendants.

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT,
AUTHORIZING NOTICE TO THE CLASS AND SETTING HEARING**

Upon review and consideration of the Settlement Agreement dated April 17, 2014 and the exhibits thereto which have been publicly filed with the Court (collectively, the “Settlement Documents”), and Direct Purchaser Class Plaintiffs’ Motion for Preliminary Approval of Proposed Settlement with Defendants and for Approval of the Form and Manner of Notice to the Class, the attachments to such motion and the submissions of the parties, and having held a hearing on _____, 2014, IT IS HEREBY ORDERED as follows:

1. The Court has jurisdiction over these actions and each of the parties.
2. The Court has certified a Class consisting of “[a]ll persons or entities in the United States that purchased Neurontin from Pfizer at any time during the period of December 11, 2002

through August 31, 2008 and who have purchased generic gabapentin. Excluded from the Class are Defendants and each of their respective parents, employees, subsidiaries, affiliates, and franchisees, and all government entities.”

3. Also excluded from the Class are CVS Pharmacy Inc., Caremark, L.L.C., Rite Aid Corporation, Rite Aid HDQTRS Corp., Walgreen Co., American Sales Co, Inc., HEB Grocery Co. LP, Safeway Inc., SuperValu Inc., and The Kroger Co., in their own right as direct purchasers of Neurontin from Pfizer and as assignees limited to their purchases of Neurontin from Class members.

4. The Court has found that the Class meets all the requirements of Fed. R. Civ. P. 23. The Class, made up of sophisticated business entities, had a full and fair opportunity to request exclusion at the time of class certification and, therefore, there is no reason for the Court to afford a new opportunity to individual Class members to request exclusion who had an earlier opportunity to request exclusion but did not do so.

5. Upon review of the record, the Court finds that the proposed Settlement between the Plaintiffs, the Class and Defendants, which was arrived at by arm’s-length negotiations by highly experienced counsel, falls within the range of possible approval and is hereby preliminarily approved, subject to further consideration at the Fairness Hearing provided for below.

6. Both forms of notice to the Class attached as exhibits to Plaintiffs’ motion for preliminary approval – namely the written notice for mailing to all known Class members and the summary notice for publication in the industry trade journal, *The Pink Sheet* (together, the “Notice”) – satisfy the requirements of Rule 23(e) of the Federal Rules of Civil Procedure and due process, are otherwise fair and reasonable, and are thus approved for dissemination to the Class. Co-Lead Counsel shall cause the Notice to be disseminated no later than 20 days following entry

of this Order.

7. Co-Lead Counsel shall also ensure that copies of the Notice and the Settlement Agreement are available to Class members in a conspicuous place on their websites.

8. The Court approves the retention of Berdon Claims Administration LLC as claims administrator (the "Claims Administrator") to assist in providing notice to the Class regarding the Settlement and communicating with Class members. All expenses incurred by the Claims Administrator must be reasonable, are subject to Court approval, are subject to the provisions of the Escrow Agreement, and shall be payable solely from the Settlement Fund.

9. A hearing on final settlement approval (the "Fairness Hearing") shall be held before this Court on _____, 2014, at ____:__.m. Eastern time, in the courtroom assigned to the Honorable Faith S. Hochberg, U.S.D.J., at the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07101. At the Fairness Hearing, the Court will consider, *inter alia*: (a) the fairness, reasonableness and adequacy of the Settlement; (b) whether the Court should approve the proposed plan of allocation of the Settlement Fund among Class members; (c) whether the Court should approve awards of attorneys' fees and expenses to Co-Lead Counsel; (d) whether incentive awards should be awarded to Plaintiffs; and (e) whether entry of a Final Judgment and Order terminating this litigation, in the form submitted by the parties to the Settlement Agreement, should be entered. The Fairness Hearing may be rescheduled or continued; in this event, the Court will furnish all counsel with appropriate notice. Co-Lead Counsel shall be responsible for communicating any such notice promptly to the Class by posting a conspicuous notice on their internet websites. The Court may approve the Settlement with only such modifications (if any) as may be agreed to in a writing signed by all of the parties to the

Settlement, if appropriate, without further notice to the Class.

10. All briefs and materials in support of final approval of the Settlement and entry of the final judgment proposed by the parties to the Settlement Agreement, the fee petition by Class Counsel, and any application for incentive awards, shall be filed with the Court and served on the following counsel by no later than thirty (30) days prior to the Fairness Hearing:

On behalf of Class Counsel, Plaintiffs and the Class:

Bruce E. Gerstein
GARWIN, GERSTEIN & FISHER, L.L.P.
1501 Broadway, Suite 1416
New York, NY 10036
*Co-Lead Counsel for the Direct Purchaser
Class Plaintiffs*

Richard J. Kilsheimer
KAPLAN FOX & KILSHEIMER LLP
850 Third Avenue, 14th Fl.
New York, NY 10022
*Co-Lead Counsel for the Direct Purchaser
Class Plaintiffs*

On behalf of Defendants:

Aidan Synnott
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019

Beth A. Wilkinson
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
2001 K Street, NW
Washington, D.C. 20006-1047
Counsel for Defendants

11. Class members who wish to object or otherwise be heard with respect to the proposed Settlement, or to appear in person at the Fairness Hearing, must first send a Notice of Intention to Appear and a Summary Statement outlining the position(s) to be asserted and the

grounds therefor, together with copies of any supporting papers or briefs, via first class mail, postage prepaid, to the Clerk of the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building & United States Courthouse, 50 Walnut Street, Newark, New Jersey 07101, with copies to the following counsel:

On behalf of Class Counsel, Plaintiffs and the Class:

Bruce E. Gerstein
GARWIN, GERSTEIN & FISHER, L.L.P.
1501 Broadway, Suite 1416
New York, NY 10036
*Co-Lead Counsel for the Direct Purchaser
Class Plaintiffs*

Richard J. Kilsheimer
KAPLAN FOX & KILSHEIMER LLP
850 Third Avenue, 14th Fl.
New York, NY 10022
*Co-Lead Counsel for the Direct Purchaser
Class Plaintiffs*

On behalf of Defendants:

Aidan Synnott
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019

Beth A. Wilkinson
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
2001 K Street, NW
Washington, D.C. 20006-1047
Counsel for Defendants

To be valid, any such Notice of Intention to Appear and Summary Statement must be postmarked no later than fourteen (14) days prior to the Fairness Hearing. Except as herein provided, no person or entity shall be entitled to object to the terms of the proposed Settlement. All persons and entities who fail to file a Notice of Intention to Appear as well as a Summary Statement as

provided above shall be deemed to have waived any such objection by appeal, collateral attack or otherwise and will not be heard in person at the Fairness Hearing.

12. All proceedings in these actions against the Defendants are hereby stayed until such time as the Court renders a final decision regarding the approval of the Settlement and, if it approves the Settlement, enters final judgment as and in the form provided in the Settlement Agreement and dismisses these actions with prejudice.

13. In the event that the Settlement does not become final pursuant to paragraph 4 of the Settlement Agreement, then litigation of the Class Action will resume in a reasonable manner to be approved by the Court upon joint application by the parties hereto.

14. In the event the Settlement Agreement and the Settlement are terminated in accordance with the provisions of the Settlement Agreement, the Settlement Agreement, the Settlement, and all related proceedings shall, except as expressly provided to the contrary in the Settlement Agreement, become null and void, shall have no further force and effect, and Plaintiffs shall retain full rights to assert any and all causes of action against Defendants and any other Released Party, and Defendants and the other Released Parties shall retain any defenses and counterclaims thereto. These actions shall thereupon revert forthwith to their respective procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed; and upon application of counsel for Defendants and Co-Lead Counsel, this Court shall enter an order authorizing the parties to resume and complete these actions.

15. Neither this Order nor the Settlement Agreement nor any other Settlement-related document nor anything contained herein or therein or contemplated hereby or thereby nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement shall

constitute, be construed as or be deemed to be evidence of or an admission or concession by Defendants as to the validity of any claim that has been or could have been asserted against any or all of them or as to any liability by any or all of them or as to any matter set forth in this Order.

SO ORDERED this ____ day of _____, 2014.

Faith S. Hochberg
United States District Judge
U.S. District Court for the District of New Jersey

EXHIBIT B-1

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

**If you bought NEURONTIN directly from
PFIZER OR WARNER-LAMBERT, your rights
could be affected by a lawsuit**

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

- The purpose of this notice is to alert you to proposed settlement of a Class Action Lawsuit (the “Lawsuit”) brought by Direct Purchasers of Neurontin against Pfizer Inc. and Warner-Lambert Company LLC (collectively “Pfizer” or “Defendants”). The Lawsuit asserts that Pfizer violated antitrust laws relating to the sale of its prescription drug Neurontin.
- **The Court has allowed the Lawsuit to be brought as a class action on behalf of:**

All persons or entities in the United States that purchased Neurontin from Pfizer at any time during the period of December 11, 2002 through August 31, 2008 and who have purchased generic gabapentin. Excluded from the Class are Defendants and each of their respective parents, employees, subsidiaries, affiliates, and franchisees, and all government entities.

- **Also excluded from the Class are:**

CVS Pharmacy Inc., Caremark, L.L.C., Rite Aid Corporation, Rite Aid HDQTRS Corp., Walgreen Co., American Sales Co, Inc., HEB Grocery Co. LP, Safeway Inc., SuperValu, Inc., and The Kroger Co., in their own right as direct purchasers of Neurontin from Pfizer and as assignees limited to their purchases of Neurontin from Class members.

- This Court has preliminarily approved a proposed settlement of the Lawsuit (the “Settlement”) between Defendants and the Class. The Settlement will provide for payment of \$190,000,000.00 (one hundred ninety million dollars) plus interest into an escrow account (the “Settlement Fund”). The Settlement will also provide for allocation of the net Settlement Fund to the members of the Class, compensation of counsel for the Class (“Class Counsel”) for expenses and attorneys’ fees out of the Settlement Fund, and incentive awards to named Plaintiffs out of the Settlement Fund, as approved by the Court.
- The Court has scheduled a hearing on final approval of the Settlement, the plan for allocating the Settlement Fund to members of the Class (summarized in response to question 9), and Class Counsel’s request for reimbursement of costs and for attorneys’ fees and incentive awards to named Plaintiffs out of the Settlement Fund. The

hearing, before United States District Judge Faith S. Hochberg, has been scheduled for _____ at __ a.m., at the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Courtroom __, Newark, NJ 07101.

- This Notice contains summary information with respect to the Settlement. The terms and conditions of the Settlement are set forth in a Settlement Agreement, dated April 17, 2014 (the “Settlement Agreement”). A complete copy of the Settlement Agreement is available through any of the methods listed in response to question 20 below.

PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A CLASS MEMBER TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY IN THIS CASE. IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU DO NOT NEED TO DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT PURSUANT TO THE PROCEDURES DESCRIBED BELOW.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<p>YOU CAN DO NOTHING.</p> <p>NO ACTION IS NECESSARY NOW TO RECEIVE PAYMENT.</p>	<p>If the Settlement is approved by the Court and you are a Class Member, you will not need to do anything right now to receive a payment. In a few months, a claim form will be mailed to all members of the Class setting out each Class Member’s recovery from the Settlement Fund. The portion, if any, of the Settlement Fund to be allocated to you will be calculated on a <i>pro rata</i> basis based on your combined Class Purchases of Neurontin and generic gabapentin in units during a relevant portion of the Class Period as part of the implementation of the Settlement. To receive your share, you will need to sign and return the claim form as directed.</p>
<p>GO TO A HEARING.</p>	<p>If you have submitted a written objection to the Settlement, you may (but do not have to) attend the Court hearing about the Settlement and present your objection to the Court. You may attend the hearing even if you do not file a written objection, but you will only be allowed to speak at the hearing if you file written comments in advance of the hearing.</p>

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

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SUMMARY OF SETTLEMENT

A Settlement Fund consisting of \$190,000,000.00 (one hundred ninety million dollars) in cash, plus interest, is being established in this case. The net cash amount in the Settlement Fund, after payment of any taxes, expenses, Court-approved attorneys' fees and costs, and any incentive awards to the named Plaintiffs who served as class representatives in this case will be allocated among Class Members *pro rata*, according to a Plan of Allocation, approval of which will simultaneously be sought from the Court as part of the Settlement.

As with any litigated case, the Plaintiffs would face an uncertain outcome if this Lawsuit were to continue against the Defendants. Continued litigation could result in a judgment or verdict greater or less than the recovery under the Settlement Agreement, or in no recovery at all.

Throughout this case, the Plaintiffs and the Defendants have disagreed on both liability and damages, and they do not agree on the amount that would be recoverable even if the Plaintiffs were to prevail at trial. The Defendants have denied, and continue to deny, the claims and contentions alleged by the Plaintiffs, that they are liable at all to the Class, or that the Class has suffered any damages for which the Defendants could be legally responsible. Nevertheless, the Defendants have taken into account the uncertainty and risks inherent in any litigation, particularly in a complex case such as this one, and have concluded that it is desirable that the Lawsuit be fully and finally settled as to them on the terms and conditions set forth in the Settlement Agreement.

BASIC INFORMATION

1. Why did I get this notice?

You received this notice because you may have purchased Neurontin directly from Pfizer between December 11, 2002 and August 31, 2008 and may have also purchased generic gabapentin.

You have received this notice because, as a potential member of the Class certified by the Court, you have a right to know about the Settlement, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the net amount of the Settlement Fund will be allocated among Class Members according to a Court-approved Plan of Allocation (summarized below in response to question 9). This notice describes the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this lawsuit about?

The Lawsuit claims that Pfizer violated federal antitrust laws by illegally delaying the entry of generic versions of the prescription drug Neurontin. The active ingredient in Neurontin is gabapentin anhydrous. The Lawsuit claims that Pfizer delayed competition from less expensive generic versions of Neurontin by executing a multifaceted scheme

involving, among other things, improperly listing certain patents with the U.S. Food and Drug Administration, engaging in illegal promotion and sales of Neurontin for unapproved uses, filing and maintaining sham litigations with respect to certain patents, and making misrepresentations to the patent courts. Plaintiffs allege that by engaging in the alleged scheme Pfizer delayed competition from less expensive generic versions of Neurontin and was able to maintain its monopoly in the market for gabapentin anhydrous, improperly causing direct purchasers of Neurontin to pay artificially inflated prices for gabapentin products. The Lawsuit seeks damages representing three times the amount that was overpaid as a result of the allegedly illegal conduct, plus interest, attorneys' fees and costs.

Pfizer denies that it did anything wrong and maintains that any conduct it engaged in was reasonable and based upon independent, legitimate business and economic justifications, without the purpose or effect of injuring competition. Pfizer also claims that its actions have had procompetitive effects that benefited competition and consumers.

The Court has not decided whether Pfizer violated any laws.

The Lawsuit is known as *In re Neurontin Antitrust Litigation*, Civil Action No. 02-1390. Judge Faith S. Hochberg of the United States District Court for the District of New Jersey is overseeing this class action.

3. What is a class action?

In a class action, one or more entities called "Class Representatives" sue on behalf of other entities with similar claims. In this case, there are three (3) Class Representatives: Louisiana Wholesale Drug Co., Inc. ("LWD"); Meijer, Inc.; and Meijer Distribution, Inc. (together, "Meijer").

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

The companies that have been sued are Pfizer, Inc. and Warner-Lambert Company LLC, which became a wholly-owned subsidiary of Pfizer Inc. on or about June 19, 2000 . They are called the "Defendants" or "Pfizer." .

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.

4. Why is this lawsuit a class action?

The Court has decided that the Lawsuit can be a class action because it found that the Lawsuit meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts.

5. What has happened in this case so far?

Extensive fact and expert discovery has been taken in this case. The Court denied Defendants' motion to dismiss on August 28, 2009, ruling that Plaintiffs had properly pled violations of § 2 of the Sherman Act and the case could continue. On January 25, 2011 the Court held that the case could proceed as a class action on behalf of all members of the Class. On August 8, 2013, the Court denied Defendants' motion for summary judgment and Plaintiffs' motion for partial summary judgment.

6. Why is there a Settlement?

This Settlement is the product of extensive negotiations between Class Counsel and Defendants' counsel. After twelve years of working on the case, and after thoroughly investigating the facts and legal issues involved, and after extensive mediation with an independent mediator, Defendants agreed to pay a total of \$190 million, plus interest, to resolve the antitrust claims that Plaintiffs brought against them. The Court has not decided in favor of Plaintiffs or Defendant. The Class Representatives and the lawyers representing them and the Class believe that the \$190 million, plus interest, cash Settlement is fair and in the best interests of Class Members. By agreeing to the Settlement, the parties will avoid the cost of completing the trial and avoid the risks that they would lose the trial, risks involved with a subsequent trial to determine the amount of damages, if any, or subsequent appeals of either or both trials. As a result of the Settlement, Class Members will be guaranteed compensation without undue delay.

7. How do I know whether I am part of the Settlement?

The proceeds of this Settlement will be allocated only to members of the Class on a *pro rata* basis, and then only according to a Court-approved Plan of Allocation. You are a member of the Class if you fall within the Class definition approved by Judge Faith S. Hochberg. In her Order certifying the Class in this case, Judge Hochberg decided that all persons and entities in the United States that purchased Neurontin directly from Defendants at any time during the period of December 11, 2002 through August 31, 2008 and that have purchased generic gabapentin are Class Members. Judge Hochberg excluded Defendants and their parents, employees, subsidiaries, affiliates, and franchisees from the Class. She also excluded all government entities.

The following entities are also excluded from the Class: CVS Pharmacy Inc., Caremark, L.L.C., Rite Aid Corporation, Rite Aid HDQTRS Corp., Walgreen Co., American Sales Co, Inc., HEB Grocery Co. LP, Safeway Inc., SuperValu Inc., and The Kroger Co., in their own right as direct purchasers of Neurontin from Pfizer and as assignees limited to their purchases of Neurontin from Class Members. Any claims by those entities, including assigned claims, are not included within the Settlement and will not be compensated from the Settlement Fund.

If you are not sure whether you are included in the Class, you may call or write to the lawyers representing the Class in this case at the telephone numbers, addresses, or web sites listed in response to question 12 below.

8. What does the Settlement provide?

A Settlement Fund consisting of \$190 million, plus interest, in cash, has been established in this case. The net amount in the Settlement Fund, after payment of (and establishment of reserves for) any taxes and Court-approved costs, attorneys' fees, and expenses, including any Court-approved incentive awards to be paid to the Class Representatives, will be allocated to Class Members according to a Plan of Allocation to be approved by the Court.

Generally, the Class Representatives and the Class Members will release the Defendants from all claims arising out of conduct that was or could have been asserted in the Lawsuit regarding the factual allegations in the complaints filed with the Court. Specifically, upon the Settlement becoming final, Defendants and their past, present and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, officers, directors, management, supervisory boards, insurers, general or limited partners, employees, agents, trustees, associates, attorneys and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing) (the "Released Parties") will be unconditionally, fully and finally released and forever discharged from all manner of claims, debts, obligations, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, accrued in whole or in part, in law or equity, that Plaintiffs or any member or members of the Class (including any of their past, present or future officers, directors, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such) (the "Releasers"), whether or not they object to the Settlement and whether or not they make a claim upon or participate in the Settlement Fund, ever had, now has, or hereafter can, shall or may have, directly, representatively, derivatively or in any other capacity, arising out of or relating in any way to any conduct alleged or asserted in any of Plaintiffs' filings in the Lawsuit, relating to any alleged delay in the marketing, sale, manufacture, pricing, or purchase of, or the enforcement of intellectual property related to Neurontin or its generic equivalents, except the Settlement does not release any claims between Plaintiffs, members of the Class and the Released Parties concerning product liability, breach of contract, breach of warranty or personal injury (the "Released Claims").

In addition, upon the Settlement becoming final, Plaintiffs and each Class member, on behalf of themselves and all other Releasers, will expressly waive, release and forever discharge any and all provisions, rights and benefits conferred by § 1542 of the California Civil Code, which reads:

Section 1542. General Release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if

known by him or her must have materially affected his or her settlement with the debtor;

or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Each Class Member will also expressly waive and fully, finally and forever settle, release and discharge, upon the Settlement becoming final, any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Class Member will also waive and fully, finally and forever settle, release and discharge any and all claims it may have against any Released Party under § 17200, *et seq*, of the California Business and Professions Code or any similar comparable or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims are expressly incorporated into the definition of Released Claims.

The releases set forth above will not release any claims arising between Plaintiffs, Class Members and the Released Parties concerning product liability, breach of contract, breach of warranty or personal injury.

All costs, fees and expenses related to this litigation and the Settlement are to be paid solely out of the proceeds of the Settlement Fund. Class Counsel intends to seek, solely from the Settlement Fund, attorneys' fees totaling up to 33 1/3% of the Settlement Fund plus the reimbursement of reasonable costs and expenses incurred in the prosecution of the Lawsuit not to exceed \$3 million, plus interest thereon. Class Counsel's application for an award of attorneys' fees will be filed with the Court and made available for download and/or viewing on or before _____, 2014 on the following internet sites maintained by Class Counsel: www.garwingerstein.com and www.kaplanfox.com. An application will also be made to the Court for an incentive award of one-hundred thousand dollars (\$100,000.00) for each of LWD and Meijer, to compensate them for their participation in, and prosecution of, this case on behalf of the Class, which has included, among other things, production of documents and electronic data, providing written discovery responses, appearing for depositions, supplying affidavits, and regular communication with counsel. Class Counsel will file their application for an award of attorneys' fees, reimbursement of costs and expenses, and for incentive awards for the Class Representatives with the Clerk of the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101 on or before _____, 2014. The application will be available for inspection during normal business hours at the office of the Clerk, in addition to the web sites noted above.

This is only a summary of the proposed Settlement and is qualified in its entirety by the terms of the actual Settlement Agreement. A copy of the Settlement Agreement, including the releases, is on public file with the United States District Court for the District of New Jersey at the above address during normal business hours and is also available for download and/or viewing on the following websites maintained by Class

Counsel and the Claims Administrator: www.garwingerstein.com, www.kaplanfox.com and www.berdonclaims.com.

The Court has scheduled a Fairness Hearing in order to determine whether the proposed Settlement, request for attorneys' fees and costs, and Class Representative incentive awards should be finally approved. If the Court finally approves the Settlement, the Court will also establish a Plan of Allocation that will be followed to distribute the net Settlement Fund to Class Members, following the payment of attorneys' fees and expenses, costs, taxes, and any incentive awards for the Class Representatives, as described in response to question 9 below.

9. How much will my payment be?

Each Class Member's proportionate, pro-rata, recovery will be determined using a Court-approved Plan of Allocation. Under the proposed Plan of Allocation, your share of the net Settlement proceeds will depend on the total amount of Neurontin that you purchased directly from Pfizer combined with the total amount of generic gabapentin that you purchased during a relevant portion of the Class Period (December 11, 2002 through August 31, 2008) ("Class Purchases"). Those who had more Class Purchases will get more money than those who had fewer Class Purchases. Specifically, all Class Members will receive a *pro rata* share of the net Settlement Fund in proportion to their Class Purchases. You are not responsible for calculating the amount you may be entitled to receive under the Settlement. This calculation will be done using electronic sales data provided by Pfizer and various generic gabapentin suppliers during the Lawsuit as part of the implementation of the Settlement.

Money from the Settlement will only be distributed to Class Members if the Court grants final approval of the Settlement.

10. How can I get a payment?

If the Settlement is approved by the Court, all Class Members will receive a Claim Form to request a pro rata share of the Settlement Fund. Class Members will be asked to verify the accuracy of the information in the Claim Form, and to sign and return the form according to the directions on the Form, which will also include a release of claims against Defendants.

11. When would I get my payment?

Payment is conditioned on several matters, including the Court's approval of the Settlement and such approval being final and no longer subject to any appeals to any court. Upon satisfaction of various conditions, the net Settlement Fund will be allocated to Class Members on a pro rata basis pursuant to the Plan of Allocation as soon as possible after final approval has been obtained for the Settlement. Any appeal of the final approval could take several years. Any accrued interest on the Settlement Fund will be included, pro rata, in the amount paid to the Class Members. The Settlement

Agreement may be terminated on several grounds, including if the Court does not approve or if it materially modifies the Settlement. Should the Settlement Agreement be terminated, the Settlement will be terminated and the Lawsuit will proceed as if the Settlement had not been reached.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

Judge Hochberg previously decided that the two law firms listed below, along with some other law firms, were qualified to represent you and all Class Members. These two law firms are called “Direct Purchaser Plaintiffs’ Co-Lead Counsel.” These two law firms and the other law firms serving as Class Counsel are experienced in handling similar cases against other companies. You will not be charged directly by any of these law firms:

Garwin Gerstein & Fisher, LLP
1501 Broadway, Suite 1416
New York, NY 10011
(212) 398-0055
www.garwingerstein.com

Kaplan Fox & Kilsheimer LLP
850 Third Avenue, 14th Floor
New York, NY 10022
(212) 687-1980
www.kaplanfox.com

13. Should I get my own lawyer?

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

14. How will the lawyers be paid?

If the Court approves the Settlement, the Court will be asked to approve a fee to Class Counsel and reimburse them for the costs and expenses they have paid in conducting the litigation solely out of the Settlement Fund. Class Counsel intends to seek, solely from the Settlement Fund, attorneys’ fees of up to 33⅓% of the gross Settlement Fund. In addition, Class Counsel intends to seek, from the Settlement Fund, reimbursement of reasonable costs and expenses incurred in the prosecution of this case, not to exceed \$3 million. If the Court grants Class Counsel’s requests, the fees and expenses would be deducted from the Settlement Fund, and thus no Class Member will be asked to pay attorneys’ fees or expenses out of pocket in connection with this Lawsuit.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at __ __.m. on _____, 2014, at the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Courtroom __, Newark, NJ 07101. At this hearing, the Court will consider: (1) whether the Settlement is fair, reasonable and adequate; (2) the proposed Plan of Allocation for the Settlement Fund among Class Members; (3) Class Counsel's application for an award of attorneys' fees and disbursement of expenses and costs; and (4) the application for incentive awards of \$100,000.00 for each of the Class Representatives, LWD and Meijer. If there are objections, the Court will consider them. Judge Hochberg will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement.

16. How do I tell the Court that I don't like the Settlement?

If you do not like the Settlement or any of its provisions, you may tell the Court that you object to the Settlement. Objecting is simply advising the Court that you do not like something about the Settlement. If you object, you can give reasons why you think the Court should not approve the Settlement, the attorneys' fee request, or any other aspect of the relief requested, and the Court will consider your views. To object, you must send a letter via first class U.S. mail saying that you object to the Settlement of *In re Neurontin Antitrust Litigation*, Civil Action No. 02-1390. You must include, in a prominent location, the name of the case (*In re Neurontin Antitrust Litigation*), the Case No. (Master Docket No. 02-1390 (FSH)) and the Judge's name (Hon. Faith S. Hochberg). Be sure to include your name, address, telephone number, your signature and the reasons you object to the settlement. Mail the objection so that it is postmarked no later than _____, 2014, to *In re Neurontin Antitrust Litigation*, Clerk of the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101. You must also send a copy of your objection to Class Counsel and to counsel for Defendant, whose addresses are:

On behalf of Class Counsel, Direct Purchaser Plaintiffs and the Class:

Bruce E. Gerstein, Esq.
GARWIN GERSTEIN & FISHER LLP
1501 Broadway, Suite 1416
New York, NY 10036

or

Richard J. Kilsheimer, Esq.
KAPLAN FOX & KILSHEIMER LLP
850 Third Avenue, 14th Floor
New York, NY 10022

On behalf of Defendants:

Aidan Synnott, Esq.
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019

17. Do I have to come to the hearing?

No. Class Counsel (the lawyers representing the Direct Purchaser Plaintiffs and the Class) will answer any questions that Judge Hochberg may have. You are welcome to come to the hearing at your own expense. If you send a written objection, you do not have to come to the Court to talk about it. So long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. Otherwise, you may not be allowed to speak at the Fairness Hearing. If you wish to speak at the Fairness Hearing, or you wish to have an attorney representing you at your own expense speak at the Fairness Hearing, you must mail a Notice of Intention to Appear, postmarked no later than _____, 2014 to the Clerk of the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101. Your Notice of Intent must include, in a prominent location, the name of the case (*In re Neurontin Antitrust Litigation*), the Case No. (Master Docket No. 02-1390 (FSH)) and the Judge's name (Hon. Faith S. Hochberg). Be sure to include your name, address, telephone number, and your signature. You must also send a copy of your request to Class Counsel and to counsel for Defendant, whose addresses are:

On behalf of Class Counsel, Plaintiffs and the Class:

Bruce E. Gerstein, Esq.
GARWIN GERSTEIN & FISHER LLP
1501 Broadway, Suite 1416
New York, NY 10036

or

Richard J. Kilsheimer, Esq.
KAPLAN FOX & KILSHEIMER LLP
850 Third Avenue, 14th Floor
New York, NY 10022

On behalf of Defendants:

Aidan Synnott, Esq.
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019

IF YOU DO NOTHING

19. What happens if I do nothing at all now?

If you do nothing, you remain in the Class. You will keep the right to get a share of any recovery that may come from a trial or settlement with Defendants. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Pfizer about the legal issues in this case. All of the Court's orders will apply to you and legally bind you.

GETTING MORE INFORMATION

20. How do I get more information?

This Notice is only a summary of the litigation and your rights as a potential Class Member. 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 New Jersey, Martin Luther King Building and U.S. Courthouse, 50 Walnut St., Room 4015, Newark, NJ 07101 during regular business hours of each business day. In addition, you may call or write to Class Counsel listed in response to question 12. You may also contact the Claims Administrator at:

In re Neurontin Antitrust Litigation
c/o Berdon Claims Administration LLC
P.O. Box 9014
Jericho, NY 11753-8974
Telephone: 800-766-3330 (toll-free)
Fax: 516-931-0810
www.berdonclaims.com

(where you may also obtain more information and/or request additional copies of this Notice)

Corrections or changes of name or address, or requests for additional copies of this Notice should **not** be directed to the Court, but should be directed **in writing** to the Claims Administrator at the address or fax number listed above.

Any questions which you have concerning the matters contained in this Notice may be directed in writing to:

Bruce E. Gerstein, Esq.
GARWIN GERSTEIN & FISHER LLP
1501 Broadway, Suite 1416
New York, NY 10036

Or

Richard J. Kilsheimer, Esq.
KAPLAN FOX & KILSHEIMER LLP
850 Third Avenue, 14th Floor
New York, NY 10022

This notice summarizes the proposed Settlement. The complete Settlement is set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement or any other documents relating to the proposed Settlement (such as the motion seeking the Court's preliminary approval of the Settlement and the motion seeking payment to Plaintiffs' Counsel of attorneys' fees, costs, and expenses), in any one of the following four ways:

1. by making a written request to Class Counsel listed in response to question 12;
2. by visiting the following internet sites maintained by Class Counsel: www.garwingerstein.com or www.kaplanfox.com, and by the Claims Administrator: www.berdonclaims.com;
3. by making a written request to the Claims Administrator at the address listed above; or
4. by visiting in person the office of the Clerk of the United States District Court for the District of New Jersey.

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

DATE: _____, 2014

BY ORDER OF THE COURT

Honorable Faith S. Hochberg

United States District Judge

EXHIBIT B-2

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

**SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT, MOTION FOR
ATTORNEYS' FEES, AND HEARING REGARDING SETTLEMENT**

TO: ALL PERSONS OR ENTITIES WHO HAVE PURCHASED NEURONTIN DIRECTLY FROM PFIZER, INC. AND WARNER-LAMBERT AT ANY TIME DURING THE PERIOD OF DECEMBER 11, 2002, THROUGH AUGUST 31, 2008 AND WHO HAVE ALSO PURCHASED GENERIC GABAPENTIN, EXCLUDING: (1) GOVERNMENTAL ENTITIES; (2) DEFENDANTS AND THEIR OFFICERS, DIRECTORS, MANAGEMENT AND EMPLOYEES, SUBSIDIARIES AND AFFILIATES.

YOUR RIGHTS COULD BE AFFECTED.

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

Nature of the Class Action: If you made at least one purchase of the brand name drug Neurontin directly from one of the defendants in this case and have also purchased generic gabapentin, your rights may be affected by a class action lawsuit, *In re Neurontin Antitrust Litigation*, Master Docket No. 02-cv-1390 (FSH) (D.N.J.) (the "Class Action"), now pending before the United States District Court for the District of New Jersey (the "Court"). This case was brought by Louisiana Wholesale Drug Company, Inc., Meijer, Inc. and Meijer Distribution, Inc. (collectively, "Plaintiffs") on behalf of themselves and other similarly situated direct purchasers of Neurontin that fall within the definition of the Class against Defendants Pfizer Inc. and Warner-Lambert Company LLC (collectively, "Pfizer" or "Defendants").

Plaintiffs allege that Pfizer violated federal antitrust laws by illegally delaying the entry of generic versions of the prescription drug Neurontin. The active ingredient in Neurontin is gabapentin anhydrous. Plaintiffs allege that Pfizer delayed competition from less expensive generic versions of Neurontin by executing a multifaceted scheme involving, among other things, improperly listing certain patents in the Orange Book, engaging in illegal promotion and sales of Neurontin for unapproved uses, filing and maintaining sham litigations with respect to certain patents, and making misrepresentations to the patent courts. Plaintiffs allege that by engaging in the alleged scheme Pfizer delayed competition from less expensive generic versions of Neurontin and was able to maintain its monopoly in the market for gabapentin anhydrous, improperly causing direct purchasers of Neurontin to pay artificially inflated prices for gabapentin products. Plaintiffs seek damages representing three times the amount that was overpaid as a result of the allegedly illegal conduct, plus interest, attorneys' fees and costs.

The United States District Court for the District of New Jersey has certified a class of direct purchasers of Neurontin and preliminarily approved a proposed Settlement of the Class Action. The Settlement provides for payment by Defendants of \$190,000,000.00 (one hundred ninety million dollars) plus interest into an escrow account ("Settlement Fund"). Plaintiffs will move the Court to approve the proposed Settlement, the allocation of the net Settlement Fund to the members of the Class (defined below), and compensation to Class Counsel for expenses, attorneys' fees and incentive awards to named Plaintiffs out of the Settlement Fund.

The Class: By order dated January 25, 2011, the Court ruled that this lawsuit may be maintained by Plaintiffs on behalf of the Class consisting of:

All persons or entities in the United States that purchased Neurontin from Pfizer at any time during the period of December 11, 2002 through August 31, 2008 and who have purchased generic gabapentin. Excluded from the Class are Defendants and each of their respective parents, employees, subsidiaries, affiliates, and franchisees, and all government entities.

Also excluded from the Class are:

CVS Pharmacy Inc., Caremark, L.L.C., Rite Aid Corporation, Rite Aid HDQTRS Corp., Walgreen Co., American Sales Co, Inc., HEB Grocery Co. LP, Safeway Inc., SuperValu, Inc., and The Kroger Co., in their own right as direct purchasers of Neurontin from Pfizer and as assignees limited to their purchases of Neurontin from Class members.

If you bought Neurontin only from a source other than Defendants (for example, if you only bought Neurontin directly from a wholesaler or a retailer, and did not buy any Neurontin directly from either Pfizer or Warner-Lambert) and/or you have not made any purchases of generic gabapentin, you are *not* a member of the Class on whose behalf this suit was maintained.

The Final Approval Hearing before the Honorable Faith S. Hochberg has been scheduled for _____, 2014 at ____m. (Eastern Standard Time), at the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Courtroom __, Newark, NJ 07101, to approve the Settlement, the plan for allocating the net Settlement Fund to members of the Class, Class Counsel's request for attorneys' fees, reimbursement of expenses, and for incentive awards to named Plaintiffs to be paid out of the Settlement Fund.

Mailed Notice: Entities that have been identified as possible members of this Class are being advised by mail of their rights with respect to this lawsuit. If you believe you are a Class member, but have not yet received the more detailed Notice of Proposed Settlement of Class Action ("Mailed Notice"), you may obtain a copy by contacting the Claims Administrator at: In re Neurontin Antitrust Litigation, c/o Berdon Claims Administration LLC., P.O. Box 9014, Jericho, NY 11753-8914; Phone: 800-766-3330; Fax: 516-931-0810; or via the website www.berdonclaims.com. The Mailed Notice provides a more detailed explanation of your rights in this litigation.

If You Do Nothing, you will remain in the Class. If the Settlement is approved by the Court and you are a Class member, you will not need to do anything right now to receive a payment.

To Object to Any Part of the Settlement, but stay in this class action lawsuit and keep the right to share in the Settlement, you may write to the Court and counsel about why you do not approve of the Settlement. Instructions and deadlines can be found in the Mailed Notice.

To Get More Information, please contact the Claims Administrator, or visit www.garwingerstein.com or www.kaplanfox.com.

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

Dated: _____, 2014

BY ORDER OF THE COURT

EXHIBIT C

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

In re Neurontin Antitrust Litigation

Master File No. 02-1390

THIS DOCUMENT RELATES TO:

Civil Action No. 02-1830

Civil Action No. 02-2731

LOUISIANA WHOLESALE DRUG
COMPANY, INC., MEIJER, INC. and
MEIJER DISTRIBUTION, INC., on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

PFIZER, INC. and WARNER-LAMBERT
CO.,

Defendants.

**[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL APPROVING
PROPOSED SETTLEMENT AND DISMISSING ACTIONS**

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, and in accordance with the terms of the Settlement Agreement dated April 17, 2014, it is hereby ORDERED as follows:

1. This Final Judgment and Order of Dismissal hereby incorporates by reference the definitions in the Settlement Agreement among the parties to these actions on file with this Court, and all capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Settlement Agreement.

2. The Court has jurisdiction over these actions and over each of the parties and over

all members of the Class.

3. The notice of settlement (in the forms presented to this Court as Exhibits B-1 and B-2 to the Settlement Agreement) (the “Notice”) directed to the members of the Class, constituted the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice provided for individual notice to all Class members who were identified through reasonable efforts. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finds that the Notice provided Class members due and adequate notice of the Settlement, the Settlement Agreement, these proceedings and the rights of Class members to object to the Settlement.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement, and finds that the Settlement is, in all respects, fair, reasonable and adequate to Class members. Accordingly, the Settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement.

5. The Court hereby approves the Plan of Allocation of the Settlement Fund as proposed by Class Counsel (the “Plan”), which was summarized in the Notice of Proposed Settlement. The Claims Administrator is directed to distribute the net Settlement Fund as provided in the Plan.

6. The Court has certified a Class consisting of “[a]ll persons or entities in the United States that purchased Neurontin from Pfizer at any time during the period of December 11, 2002 through August 31, 2008 and who have purchased generic gabapentin. Excluded from the Class are Defendants and each of their respective parents, employees, subsidiaries, affiliates, and

franchisees, and all government entities.”

7. Also excluded from the Class are CVS Pharmacy Inc., Caremark, L.L.C., Rite Aid Corporation, Rite Aid HDQTRS Corp., Walgreen Co., American Sales Co, Inc., HEB Grocery Co. LP, Safeway Inc., SuperValu Inc., and The Kroger Co., in their own right as direct purchasers of Neurontin from Pfizer and as assignees limited to their purchases of Neurontin from Class members.

8. The Court has found that the Class meets all the requirements of Fed. R. Civ. P. 23. The Class, made up of sophisticated business entities, had a full and fair opportunity to request exclusion at the time of class certification and, therefore, there is no reason for the Court to afford a new opportunity to individual Class members to request exclusion who had an earlier opportunity to request exclusion but did not do so.

9. The Court has appointed Louisiana Wholesale Drug company, Inc., Meijer, Inc., and Meijer Distribution, Inc. as class representatives (the “Class Representatives”).

10. The Court has found that Co-Lead Counsel, listed below, along with other Class Counsel, have fairly and adequately represented the interests of the Class and satisfied the requirements of Fed. R. Civ. P. 23(g):

Bruce E. Gerstein, Esq.
GARWIN GERSTEIN & FISHER LLP
1501 Broadway, Suite 1416
New York, NY 10036

Richard J. Kilsheimer, Esq.
KAPLAN FOX & KILSHEIMER LLP
850 Third Avenue, 14th Floor
New York, NY 10022

11. The following actions are hereby dismissed with prejudice, as provided in the Settlement Agreement, and without costs, except as provided for herein and in the Settlement Agreement:

- *Louisiana Wholesale Drug Company, Inc., et al. v. Pfizer, Inc. and Warner-Lambert*, No. 2:02-cv-01830-FSH (D.N.J.)
- *Meijer, Inc., et al. v. Pfizer, Inc. and Warner-Lambert*, No. 2:02-cv-02731 (D.N.J.)

12. Each of the foregoing dismissals shall become effective upon the date the Settlement becomes final in accordance with paragraph 4 of the Settlement Agreement.

13. Upon this Settlement becoming final in accordance with paragraph 4 of the Settlement Agreement, Defendants and their past, present and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, officers, directors, management, supervisory boards, insurers, general or limited partners, employees, agents, trustees, associates, attorneys and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing) (the “Released Parties”) are and shall be unconditionally, fully and finally released and forever discharged from all manner of claims, debts, obligations, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys’ fees, known or unknown, suspected or unsuspected, accrued in whole or in part, in law or equity, that Plaintiffs or any member or members of the Class (including any of their past, present or future officers, directors, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures,

subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such) (the “Releasers”), whether or not they object to the Settlement and whether or not they make a claim upon or participate in the Settlement Fund, ever had, now has, or hereafter can, shall or may have, directly, representatively, derivatively or in any other capacity, arising out of or relating in any way to any conduct alleged or asserted in any of Plaintiffs’ complaints filed in this Class Action, relating to any alleged delay in the marketing, sale, manufacture, pricing, or purchase of, or the enforcement of intellectual property related to Neurontin or its generic equivalents, prior to the date hereof, except the Settlement does not release any claims between Plaintiffs, members of the Class and the Released Parties concerning product liability, breach of contract, breach of warranty or personal injury (the “Released Claims”).

14. In addition, Plaintiffs and each Class member, on behalf of themselves and all other Releasers, hereby expressly waive, release and forever discharge, upon the Settlement becoming final, any and all provisions, rights and benefits conferred by § 1542 of the California Civil Code, which reads:

Section 1542. General Release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor;

or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Each Class member may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the claims which are the subject matter of this paragraph 13, but each Class member hereby expressly waives and fully, finally and forever

settles, releases and discharges, upon this Settlement becoming final, any known or unknown, suspected or unsuspected, asserted or un-asserted, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Class member also hereby expressly waives and fully, finally and forever settles, releases and discharges any and all claims it may have against any Released Party under § 17200, *et seq.*, of the California Business and Professions Code or any similar, comparable or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims are expressly incorporated into the definition of Released Claims.

15. The releases set forth in paragraphs 12 and 13 of this Order shall not release any claims between Plaintiffs, Class members and the Released Parties concerning product liability, breach of contract, breach of warranty, or personal injury.

16. Upon consideration of Class Counsel's petition for fees, costs and expenses, Co-Lead Counsel, on behalf of all counsel for the Class, are hereby awarded attorneys' fees totaling \$_____ (representing 33 $\frac{1}{3}$ % of the Settlement Fund) and costs and expenses totaling \$_____, together with a proportionate share of the interest thereon from the date the funds are deposited in the Escrow Account until payment of such attorneys' fees, costs and expenses, at the rate earned by the Settlement Fund, to be paid solely from the Settlement Fund and only if and after the Settlement becomes final in accordance with paragraph 4 of the Settlement Agreement. Upon consideration of Class Counsel's petition for incentive payments for Plaintiffs in these actions, LWD and Meijer are each hereby awarded an

incentive award in the amount of \$100,000.00, to be paid solely from the Settlement Fund, and only if and after the Settlement becomes final in accordance with paragraph 4 of the Settlement Agreement. Co-Lead Counsel shall allocate and distribute such attorneys' fees, costs and expenses among the various Class Counsel that have participated in this litigation. Co-Lead Counsel shall distribute such incentive awards to the Plaintiffs as provided herein. The Released Parties (as defined in paragraph 10 of the Settlement Agreement) shall have no responsibility for, and no liability whatsoever with respect to, any payment or disbursement of attorneys' fees, expenses, costs or incentive awards among Class Counsel and/or Plaintiffs, or with respect to any allocation of attorneys' fees, expenses, costs or incentive awards to any other person or entity who may assert any claim thereto. The attorneys' fees, costs and expenses, and incentive award authorized and approved by this Final Judgment and Order shall be paid to Co-Lead Counsel within five (5) business days after this Settlement becomes final pursuant to paragraph 4 of the Settlement Agreement and in accordance with the terms of the Settlement Agreement and the Escrow Agreement. The attorneys' fees, costs and expenses, and incentive awards authorized and approved by this Final Judgment and Order shall constitute full and final satisfaction of any and all claims that Plaintiffs and any Class member, and their respective counsel, may have or assert for reimbursement of fees, costs, and expenses, and incentive awards, and Plaintiffs and members of the Class, and their respective counsel, shall not seek or demand payment of any fees and/or costs and/or expenses and/or incentive awards from any source other than the Settlement Fund. The Court retains exclusive jurisdiction over the Settlement and the Settlement Agreement as described therein, including the award of attorneys' fees to Plaintiffs' Counsel, the

reimbursement of expenses, the award of incentive payments to Plaintiffs, and the administration and consummation of the Settlement, and over this Final Judgment and Order.

17. The Court finds that this Final Judgment and order adjudicates all of the claims, rights and liabilities of the parties to the Settlement Agreement (including the members of the Class), and is final and shall be immediately appealable. Neither this Order nor the Settlement Agreement nor any other Settlement-related document shall constitute any evidence or admission of liability by Defendants or any other Released Party, nor shall either the Settlement Agreement or this Order or any other Settlement-related document be offered in evidence or used for any other purpose in this or any other matter or proceeding except as may be necessary to consummate or enforce the Settlement Agreement of the terms of this Order or if offered by any Released Party in responding to any action purporting to assert Released Claims.

IT IS SO ORDERED.

Dated: _____

Faith S. Hochberg
United States District Judge
U.S. District Court for the District of New Jersey

EXHIBIT D

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

In re Neurontin Antitrust Litigation

Master File No. 02-1390

THIS DOCUMENT RELATES TO:

Civil Action No. 02-1830

Civil Action No. 02-2731

LOUISIANA WHOLESALE DRUG
COMPANY, INC., MEIJER, INC. and
MEIJER DISTRIBUTION, INC., on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

PFIZER, INC. and WARNER-LAMBERT
CO.,

Defendants.

ESCROW AGREEMENT

This escrow agreement (the “Escrow Agreement”) by and among (a) Louisiana Wholesale Drug Co., Inc., Meijer, Inc. and Meijer Distribution, Inc. (collectively, “Plaintiffs”) in In re Neurontin Antitrust Litigation, Master Civil Action No. 02-1390 (FSH) (the “Class Action”), pending in the United States District Court for the District of New Jersey (the “Court”), and on behalf of all members of the Direct Purchaser Class (the “Class”); (b) Defendants Pfizer Inc. and Warner-Lambert Company Co. (collectively, “Defendants”); and (c) UBS AG, New York Branch, as escrow agent (the “Escrow Agent”) is entered into on April 17, 2014, in connection

with a settlement agreement dated April 17, 2014 (the "Settlement Agreement"). Capitalized terms not defined herein shall have the meanings specified in the Settlement Agreement.

1. Plaintiffs (on behalf of themselves and the Class), on the one hand, and Defendants on the other hand, by and through their respective counsel, have entered into the Settlement Agreement wherein they agreed, subject to the final approval of the Court, that the Class Action be dismissed with prejudice against Plaintiffs and the Class in exchange for payment by Defendants of the Settlement Fund, consisting of cash in the amount of \$190,000,000.00 (One Hundred Ninety Million and no/100 Dollars), plus interest earned prior to the deposit of the funds in the Escrow Account.

2. The parties hereto are entering into this Escrow Agreement in order to effectuate certain of the terms of the Settlement Agreement.

3. NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and considerations herein, the parties agree as follows:

(a) Pursuant to and in accordance with the Settlement Agreement, Defendants will deposit with the Escrow Agent the Settlement Fund.

(b) The Escrow Agent shall cause the Settlement Fund to be invested and reinvested in United States Treasury Bills or other similar United States government obligations or federally insured bank certificates of deposit, until the Settlement becomes Final per paragraph 4 of the Settlement Agreement ("Final"). As designated Escrow Agent, UBS AG, New York Branch, is not a U.S. broker-dealer and in the event that any contemplated investments are required to be made which may only be completed through a U.S. broker-dealer, UBS AG, New York Branch, as Escrow Agent would be precluded from executing such instructions. Subsequent to the Settlement becoming Final, the Settlement Fund shall be invested

as directed in writing by Co-Lead Counsel for the Class Plaintiffs (Bruce E. Gerstein, Esq., Garwin Gerstein & Fisher LLP, 1501 Broadway Suite 1416, New York, NY 10036 and Richard J. Kilsheimer, Esq., Kaplan Fox & Kilsheimer LLP, 850 Third Avenue, 14th Floor, New York, NY 10022) (“Authorized Plaintiffs’ Counsel”). The term of any such investment by Authorized Plaintiffs’ Counsel shall not exceed ninety (90) days. All interest earned on the Settlement Fund shall become part of the Settlement Fund. Any losses on the Settlement Fund shall be borne by the Settlement Fund and shall not be recoverable from Defendants. Defendants shall have no liability, obligation, or responsibility of any kind in connection with the investment, disbursement, or other oversight of the Settlement Fund.

(c) Upon written authorization as described below in this paragraph, the Escrow Agent may withdraw from the Settlement Fund disbursements sufficient for the Claims Administrator to pay costs associated with either Authorized Plaintiffs’ Counsel or the Claims Administrator’s notice to the Class and taxes or estimated taxes payable by the Claims Administrator on behalf of the Settlement Fund and related expenses in accordance with paragraph 3(d)(4) herein, except that such withdrawals for notice to the Class and administration of the Settlement, before the Settlement becomes Final, may not exceed fifty thousand dollars (\$50,000.00). Before the Settlement becomes Final, the written authorization required by this paragraph shall be granted by Authorized Plaintiffs’ Counsel and Aidan Synnott of Paul, Weiss, Rifkind, Wharton & Garrison LLP (“Defendants’ Counsel”) acting jointly. After the Settlement becomes Final, the written authorization required by this paragraph shall be granted by Authorized Plaintiffs’ Counsel alone. The Escrow Agent shall not be responsible for the notices, nor the costs associated with such notices as set forth above. It is the responsibility of either Authorized Plaintiffs’ Counsel or the Claims Administrator to provide any required notices, and

the costs associated with such notices shall be incurred by the Settlement Fund. Authorized Plaintiffs' Counsel is authorized, after obtaining approval of Defendants' Counsel, to appoint an administrator (and any successors) for the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3) (the "Claims Administrator"). Authorized Plaintiffs' Counsel shall be responsible for assuring that the Claims Administrator qualifies as an "administrator" of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3) and is performing its duties hereunder. Defendants shall have no responsibility for any fees or the performance of the Claims Administrator.

(d) Provided the Court preliminarily approves the settlement, the Claims Administrator shall, within thirty (30) days after the date thereof, take all steps necessary for qualifying the Settlement Fund as a "Qualified Settlement Fund" within the meaning of Section 1.468B-1 of the Treasury Regulations. These obligations include, without limitation, the following:

(1) The Claims Administrator will prepare a "Regulation Section 1.468B-3 Statement" pursuant to Treasury Regulation Section 1.468B-3(e) on behalf of Defendants and provide copies to Defendants' Counsel for review and approval.

(2) The Claims Administrator will prepare and attach to the Settlement Fund's first income tax return a "Regulation Section 1.468B-1 Relation Back Election" pursuant to Treasury Regulation Section 1.468B-1(j) for execution by Defendants and the Claims Administrator. The Claims Administrator will promptly forward a copy of the "Regulation Section 1.468B-1 Relation Back Election" to Defendants' Counsel within thirty (30) days after the date hereof.

(3) The Claims Administrator will timely prepare and file on behalf of

the Settlement Fund (i) federal tax returns in accordance with Section 1.468B-2 of the Treasury Regulations and the other provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and (ii) all necessary state, local and foreign tax returns.

(4) Notwithstanding any effort, or failure, of the Claims Administrator and the parties hereto to treat the Settlement Fund as a “Qualified Settlement Fund” within the meaning of Section 1.468B-1 of the Treasury Regulations effective as of the date hereof, any additional tax liability or penalties incurred by Defendants resulting from income earned by the Settlement Fund (or the receipt of any payment under this paragraph 3(d)(4)) shall be reimbursed from the Settlement Fund in the amount of such additional tax liability or penalties upon Defendants’ written request to the Escrow Agent. The Escrow Agent shall withdraw from the Settlement Fund (i) at the request of the Claims Administrator, monies to pay all applicable federal, state, local and foreign taxes which the Settlement Fund owes or is estimated to owe, as well as related expenses, and (ii) monies to pay any reimbursements to Defendants as described in this subparagraph (4).

(e) The Escrow Agent shall be reimbursed for all its reasonable out-of-pocket expenses, including attorneys’ fees, travel expenses, telephone and facsimile transmission costs, postage (including express mail and overnight delivery charges), copying charges and the like. All such fees and expenses shall constitute a direct charge against the Settlement Fund.

The Escrow Agent is authorized to, and may, disburse to itself, from the Settlement Fund, from time to time, the amount of reimbursement of out-of-pocket expenses due and payable hereunder. Prior to the Settlement becoming Final, the Escrow Agent shall notify, and obtain approval from, Authorized Plaintiffs’ Counsel and Defendants’ Counsel of any disbursement from the Settlement Fund to itself and shall furnish the undersigned counsel copies

of all related invoices and other statements. After the Settlement becomes Final, such notification need be provided to, and approval obtained from, only Authorized Plaintiffs' Counsel.

(f) Upon authorization as described below in this paragraph, the Escrow Agent may sell or present for redemption any investment described in paragraph 3(b) above, whenever it shall be necessary in order to provide funds to meet any payment required pursuant to this Escrow Agreement or the settlement documentation. Before the Settlement becomes Final, the authorization required by this paragraph shall be granted by Authorized Plaintiffs' Counsel and Defendants' Counsel acting jointly. After the Settlement becomes Final, the authorization required by this paragraph shall be granted by Authorized Plaintiffs' Counsel alone.

(g) Only upon the Settlement becoming Final (per paragraph 4 of the Settlement Agreement), may distributions (other than those contemplated herein to pay taxes and costs of notice and administration) be made as authorized by Court order. In addition, upon the Settlement becoming Final, Authorized Plaintiffs' Counsel shall have the authority to appoint a Successor Escrow Agent and direct that all funds be transferred to the Successor Escrow Agent, which Successor Escrow Agent shall not be Defendants or an affiliate of Defendants. Upon the Settlement becoming Final, Defendants' interest in the Settlement Fund shall cease in its entirety.

(h) In the event of any of the following: the settlement contemplated in the Settlement Agreement is not preliminarily approved; the settlement contemplated in the Settlement Agreement is terminated; the settlement contemplated in the Settlement Agreement is not approved after a fairness hearing, or is approved but materially changed and one of the parties elects to terminate the Settlement Agreement on that basis; the Settlement contemplated

in the Settlement Agreement is approved but reversed, vacated, or otherwise materially modified on appeal; or the Settlement Agreement does not become Final for any reason: the Escrow Agent shall, subject only to the expiration of any time deposit investment(s) not to exceed ninety (90) days, return the remaining Settlement Fund including all interest thereon, less any costs and expenses referred to in ¶¶ 3(c), 3(d)(4) and 3(e), to Defendants within five (5) days of notice by the undersigned counsel.

(i) The Escrow Agent may rely upon any notice, certificate, instrument, request, paper or other documents reasonably believed by it to be genuine and to have been made, sent or signed by counsel for the respective party or parties in accordance with this Escrow Agreement, and shall not be liable for any action taken or omitted by it, consistent with the terms hereof, in connection with the performance by it of its duties pursuant to the provisions of this Escrow Agreement, except for its own default, negligence or breach of the terms of this Escrow Agreement.

(j) The Escrow Agent's acceptance and administration of the Settlement Fund shall constitute the submission of the Escrow Agent to the jurisdiction of the Court in the above-described litigation for the purpose of carrying out this Escrow Agreement pursuant to the Settlement Agreement.

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

(l) This Escrow Agreement shall be governed by and interpreted according to the substantive laws of the State of New Jersey, without reference to choice-of-law principles.

(m) The Escrow Agent is and shall be independent, provided that as parties hereto, Plaintiffs and Defendants shall be entitled to institute actions to compel or require

performance by the Escrow Agent of its obligations hereunder. The Escrow Agent hereby agrees to submit to the jurisdiction and venue of the Court with respect to issues relating to the Settlement Fund for purposes of enforcement, clarification, or amendment of the provisions of this Escrow Agreement, and to comply with all directions given by that Court.

(n) Upon sixty (60) days' prior written notice to Authorized Plaintiffs' Counsel and, only if such prior written notice is sent prior to the Settlement becoming Final, Defendants' Counsel, the Escrow Agent may resign and be discharged from its duties and responsibilities under this Agreement, and shall promptly deposit the Escrow Amount (Redemption Value) with a successor escrow agent pursuant to and in accordance with written instructions from Authorized Plaintiffs' Counsel and, only if prior to the Settlement becoming Final, Defendants' Counsel. If no successor escrow agent shall have been appointed by the effective date of the Escrow Agent's resignation, the Escrow Agent's sole responsibility shall thereafter be to hold the Escrow Amount (Redemption Value), invested until receipt of designation of a successor escrow agent or the disbursement of the Escrow Amount (Redemption Value) in accordance with written instructions from Authorized Plaintiffs' Counsel and, only if prior to the Settlement becoming Final, Defendants' Counsel; provided, however, that the Escrow Agent may petition the Court to name a successor, or may deposit the Escrow Amount (Redemption Value) in the registry of the Court having general jurisdiction.

(o) The Escrow Agent may be removed from this Escrow Agreement at any time and thereby become discharged from the obligations hereby created subsequent to the date of discharge, by notice in writing given to the Escrow Agent not less than thirty (30) days before such removal is to take effect. Prior to the Settlement becoming Final, such notice must be given by Authorized Plaintiffs' Counsel and Defendants' Counsel acting jointly; after the Settlement

becomes Final, such notice may be given by Authorized Plaintiffs' Counsel alone. Upon approval of the Court, and subject to arrangements being made for a replacement Escrow Agent as specified in the next sentence, the Escrow Agent may terminate this Escrow Agreement, by notice in writing given to the undersigned counsel not less than thirty (30) days before such termination is to take effect, and thereby become discharged from the obligations hereby created subsequent to the date of termination. In the event that the Escrow Agent is removed or terminates this Escrow Agreement, arrangements shall be made for a replacement Escrow Agent, who shall assume the Escrow Agent's duties hereunder as of the date and time that the replacement is to take effect. Prior to the Settlement becoming Final, such arrangements must be made by Authorized Plaintiffs' Counsel and Defendants' Counsel acting jointly; after the Settlement becomes Final, such arrangements may be made by Authorized Plaintiffs' Counsel alone.

(p) Copies of all notices and correspondence sent pursuant to this Escrow Agreement shall be served by mail upon all undersigned counsel and the Escrow Agent. After the Settlement becomes Final, such notices and correspondence need only be provided to Authorized Plaintiffs' Counsel.

(q) The Escrow Agent shall, upon request as described below in this paragraph, advise counsel for the parties of any maturities, conversion privileges, and other matters of a like manner concerning the investments held in accordance with this agreement. Before the Settlement becomes Final, the request required by this paragraph shall be made by Authorized Plaintiffs' Counsel and Defendants' Counsel acting jointly. After the Settlement becomes Final, the request required by this paragraph shall be made by Authorized Plaintiffs' Counsel alone.

(r) The Escrow Agent shall, upon request as described below in this paragraph, furnish to counsel for the parties the monthly Escrow Account statements or confirmations of transactions. Before the Settlement becomes Final, the request required by this paragraph shall be made by Authorized Plaintiffs' Counsel and Defendants' Counsel acting jointly. After the Settlement becomes Final, the request required by this paragraph shall be made by Authorized Plaintiffs' Counsel alone.

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


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

(u) This Escrow Agreement may be signed by all parties on separate copies, including facsimile copies, and shall have full force and effect when all parties have signed one of the copies.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Escrow Agreement as of the date first written above.

FOR PLAINTIFFS AND THE CLASS:

GARWIN, GERSTEIN & FISHER, LLP

By: 
Bruce E. Gerstein
1501 Broadway, Suite 1416
New York, NY 10036
Tel.: (212)398-0055
Fax: (212)764-6620
*Co-Lead Counsel for the Direct Purchaser
Class Plaintiffs*

KAPLAN FOX & KILSHEIMER LLP

By: _____
Richard J. Kilsheimer
Robert N. Kaplan
850 Third Avenue, 14th Fl.
New York, NY 10022
Tel.: (212)687-1980
Fax: (212)687-7714
*Co-Lead Counsel for the Direct Purchaser
Class Plaintiffs*

FOR DEFENDANTS:

PAUL, WEISS, RIFKIND, WHARTON &
GARRISON LLP

By: _____
Aidan Synnott
1285 Avenue of the Americas
New York, NY 10019
Tel: (212) 373-3000
Fax: (212) 373-3990

Beth A. Wilkinson
2001 K Street, NW
Washington, D.C. 20006
Tel: (202) 223-7300
Fax: (202) 223-7420
Counsel for Defendants

DRINKER BIDDLE & REATH LLP

By: _____
Michael C. Zogby
500 Campus Drive
Florham Park, NJ 07932
Tel.: (973) 549-7000
Fax: (973) 549-9831
Counsel for Defendants

ESCROW AGENT:

UBS AG, New York Branch

By: _____
Felicia Gomez
Title: Director

By: _____
Linda Hurd
Title: Associate Director

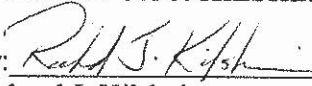
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Felicia Gomez
Title: Director

By: _____
Linda Hurd
Title: Associate Director

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UBS AG, New York Branch

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Felicia Gomez
Title: Director

By: _____

Linda Hurd
Title: Associate Director

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*Co-Lead Counsel for the Direct Purchaser
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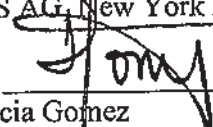
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Fax: (202) 223-7420
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Florham Park, NJ 07932
Tel.: (973) 549-7000
Fax: (973) 549-9831
Counsel for Defendants

ESCROW AGENT:

UBS AG, New York Branch

By:  Felicia Gomez
Director
Wealth Planning
Title: Director

By:  Linda Hurd
Associate Director
Private Bank Solutions Group
Title: Associate Director
212-882-5767

EXHIBIT E



**KENNY
NACHWALTER**

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

April 1, 2011

Neurontin Antitrust Litigation--EXCLUSIONS
c/o Berdon Claims Administration LLC
P.O. Box 9014
Jericho, NY 11753-8914

Re: *In re Neurontin Antitrust Litigation* (D.N.J.)
MDL Docket No. 1479
Master File No. 02-1390 (FSH)

Dear Sir or Madam:

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

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

The Kroger Co.

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

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

American Sales Company, Inc. ("ASC")
Cardinal Health, Inc. (with respect to goods resold to ASC or its affiliates)

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

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

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

Neurontin Antitrust Litigation
October 6, 2010
Page 2

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

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

Sincerely,



Scott E. Perwin

SEP:ms

cc: Berdon Claims Administration LLC (via Express Mail)
Bruce Gerstein, Esq. (by e-mail)
Richard Kilsheimer, Esq. (by e-mail)

KENNY NACHWALTER, P.A.

EXHIBIT F

HANGLEY
ARONCHICK
SEGAL
& PUDLIN
Attorneys at Law | A Professional Corporation

EXHIBIT C

30 North Third Street
Suite 700
Harrisburg, PA 17101-1701
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PHILADELPHIA, PA
CHERRY HILL, NJ
HARRISBURG, PA
NORRISTOWN, PA

April 1, 2011

VIA FIRST CLASS MAIL –
RETURN RECEIPT REQUESTED

Neurontin Antitrust Litigation – EXCLUSIONS
c/o Berdon Claims Administration LLC
P.O. Box 9014
Jericho, NY 11753-8914

Re: *In re Neurontin Antitrust Litigation*
Master File No. 02-1390
MDL Docket No. 1479

Dear Sir or Madam:

I am writing as the attorney for the entities listed below to request exclusion from the Sherman Act Class certified by Judge Hochberg in *In re Neurontin Antitrust Litigation* (D.N.J.). The following entities hereby request exclusion with respect to all purchases of Neurontin and generic gabapentin throughout the damage period relevant to the action:

1. CVS Pharmacy, Inc. and its subsidiaries and affiliates (“CVS”), One CVS Drive, Woonsocket, RI 02895, (401) 765-1500.
2. Cardinal Health, Inc., and its subsidiaries and affiliates, including, but not limited to, Cardinal Health 100, Inc., f/k/a Bindley-Western, Inc. and Cardinal Health 107, Inc., f/k/a National PharmPak, with respect to goods resold to CVS, 7000 Cardinal Place, Dublin, OH 43017, (614) 757-5000.
3. Caremark, L.L.C. and its subsidiaries and affiliates (“Caremark”), 211 Commerce Street, Suite 800, Nashville, TN 37201, (615) 743-6600.
4. Rite Aid Corporation, Rite Aid HDQTRS Corp, and their subsidiaries and affiliates (“Rite Aid”), 30 Hunter Lane, Camp Hill, PA 17011, (717) 761-2633.

Berdon Claims Administration LLC

April 1, 2011

Page 2

5. McKesson Corporation and its subsidiaries and affiliates with respect to goods resold to Rite Aid and Caremark, One Post Street, San Francisco, CA 94104, (415) 983-8300.

Please address correspondence for each of these entities to my attention. If you have any questions or need additional information, please do not hesitate to contact me at the address and phone number on this letterhead.

Sincerely,



Steve D. Shadowen

cc: Kirk Gills, Esq.
James Comitale, Esq.
Bruce Gerstein, Esq.
Richard Kilsheimer, Esq.

EXHIBIT 2

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

In re Neurontin Antitrust Litigation

Master File No. 02-1390

THIS DOCUMENT RELATES TO:

Civil Action No. 02-1830

Civil Action No. 02-2731

**LOUISIANA WHOLESALE DRUG
COMPANY, INC., MEIJER, INC. and
MEIJER DISTRIBUTION, INC., on behalf of
themselves and all others similarly
situated,**

Plaintiffs,

v.

**PFIZER, INC. and WARNER-LAMBERT
CO.,**

Defendants.

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT,
AUTHORIZING NOTICE TO THE CLASS AND SETTING HEARING**

Upon review and consideration of the Settlement Agreement dated April 17, 2014 and the exhibits thereto which have been publicly filed with the Court (collectively, the “Settlement Documents”), and Direct Purchaser Class Plaintiffs’ Motion for Preliminary Approval of Proposed Settlement with Defendants and for Approval of the Form and Manner of Notice to the Class, the attachments to such motion and the submissions of the parties, and having held a hearing on _____, 2014, IT IS HEREBY ORDERED as follows:

1. The Court has jurisdiction over these actions and each of the parties.
2. The Court has certified a Class consisting of “[a]ll persons or entities in the United States that purchased Neurontin from Pfizer at any time during the period of December 11, 2002

through August 31, 2008 and who have purchased generic gabapentin. Excluded from the Class are Defendants and each of their respective parents, employees, subsidiaries, affiliates, and franchisees, and all government entities.”

3. Also excluded from the Class are CVS Pharmacy Inc., Caremark, L.L.C., Rite Aid Corporation, Rite Aid HDQTRS Corp., Walgreen Co., American Sales Co, Inc., HEB Grocery Co. LP, Safeway Inc., SuperValu Inc., and The Kroger Co., in their own right as direct purchasers of Neurontin from Pfizer and as assignees limited to their purchases of Neurontin from Class members.

4. The Court has found that the Class meets all the requirements of Fed. R. Civ. P. 23. The Class, made up of sophisticated business entities, had a full and fair opportunity to request exclusion at the time of class certification and, therefore, there is no reason for the Court to afford a new opportunity to individual Class members to request exclusion who had an earlier opportunity to request exclusion but did not do so.

5. Upon review of the record, the Court finds that the proposed Settlement between the Plaintiffs, the Class and Defendants, which was arrived at by arm’s-length negotiations by highly experienced counsel, falls within the range of possible approval and is hereby preliminarily approved, subject to further consideration at the Fairness Hearing provided for below.

6. Both forms of notice to the Class attached as exhibits to Plaintiffs’ motion for preliminary approval – namely the written notice for mailing to all known Class members and the summary notice for publication in the industry trade journal, *The Pink Sheet* (together, the “Notice”) – satisfy the requirements of Rule 23(e) of the Federal Rules of Civil Procedure and due process, are otherwise fair and reasonable, and are thus approved for dissemination to the Class. Co-Lead Counsel shall cause the Notice to be disseminated no later than 20 days following entry

of this Order.

7. Co-Lead Counsel shall also ensure that copies of the Notice and the Settlement Agreement are available to Class members in a conspicuous place on their websites.

8. The Court approves the retention of Berdon Claims Administration LLC as claims administrator (the "Claims Administrator") to assist in providing notice to the Class regarding the Settlement and communicating with Class members. All expenses incurred by the Claims Administrator must be reasonable, are subject to Court approval, are subject to the provisions of the Escrow Agreement, and shall be payable solely from the Settlement Fund.

9. A hearing on final settlement approval (the "Fairness Hearing") shall be held before this Court on _____, 2014, at ____:__.m. Eastern time, in the courtroom assigned to the Honorable Faith S. Hochberg, U.S.D.J., at the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07101. At the Fairness Hearing, the Court will consider, *inter alia*: (a) the fairness, reasonableness and adequacy of the Settlement; (b) whether the Court should approve the proposed plan of allocation of the Settlement Fund among Class members; (c) whether the Court should approve awards of attorneys' fees and expenses to Co-Lead Counsel; (d) whether incentive awards should be awarded to Plaintiffs; and (e) whether entry of a Final Judgment and Order terminating this litigation, in the form submitted by the parties to the Settlement Agreement, should be entered. The Fairness Hearing may be rescheduled or continued; in this event, the Court will furnish all counsel with appropriate notice. Co-Lead Counsel shall be responsible for communicating any such notice promptly to the Class by posting a conspicuous notice on their internet websites. The Court may approve the Settlement with only such modifications (if any) as may be agreed to in a writing signed by all of the parties to the

Settlement, if appropriate, without further notice to the Class.

10. All briefs and materials in support of final approval of the Settlement and entry of the final judgment proposed by the parties to the Settlement Agreement, the fee petition by Class Counsel, and any application for incentive awards, shall be filed with the Court and served on the following counsel by no later than thirty (30) days prior to the Fairness Hearing:

On behalf of Class Counsel, Plaintiffs and the Class:

Bruce E. Gerstein
GARWIN, GERSTEIN & FISHER, L.L.P.
1501 Broadway, Suite 1416
New York, NY 10036
*Co-Lead Counsel for the Direct Purchaser
Class Plaintiffs*

Richard J. Kilsheimer
KAPLAN FOX & KILSHEIMER LLP
850 Third Avenue, 14th Fl.
New York, NY 10022
*Co-Lead Counsel for the Direct Purchaser
Class Plaintiffs*

On behalf of Defendants:

Aidan Synnott
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019

Beth A. Wilkinson
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
2001 K Street, NW
Washington, D.C. 20006-1047
Counsel for Defendants

11. Class members who wish to object or otherwise be heard with respect to the proposed Settlement, or to appear in person at the Fairness Hearing, must first send a Notice of Intention to Appear and a Summary Statement outlining the position(s) to be asserted and the

grounds therefor, together with copies of any supporting papers or briefs, via first class mail, postage prepaid, to the Clerk of the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building & United States Courthouse, 50 Walnut Street, Newark, New Jersey 07101, with copies to the following counsel:

On behalf of Class Counsel, Plaintiffs and the Class:

Bruce E. Gerstein
GARWIN, GERSTEIN & FISHER, L.L.P.
1501 Broadway, Suite 1416
New York, NY 10036
*Co-Lead Counsel for the Direct Purchaser
Class Plaintiffs*

Richard J. Kilsheimer
KAPLAN FOX & KILSHEIMER LLP
850 Third Avenue, 14th Fl.
New York, NY 10022
*Co-Lead Counsel for the Direct Purchaser
Class Plaintiffs*

On behalf of Defendants:

Aidan Synnott
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019

Beth A. Wilkinson
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
2001 K Street, NW
Washington, D.C. 20006-1047
Counsel for Defendants

To be valid, any such Notice of Intention to Appear and Summary Statement must be postmarked no later than fourteen (14) days prior to the Fairness Hearing. Except as herein provided, no person or entity shall be entitled to object to the terms of the proposed Settlement. All persons and entities who fail to file a Notice of Intention to Appear as well as a Summary Statement as

provided above shall be deemed to have waived any such objection by appeal, collateral attack or otherwise and will not be heard in person at the Fairness Hearing.

12. All proceedings in these actions against the Defendants are hereby stayed until such time as the Court renders a final decision regarding the approval of the Settlement and, if it approves the Settlement, enters final judgment as and in the form provided in the Settlement Agreement and dismisses these actions with prejudice.

13. In the event that the Settlement does not become final pursuant to paragraph 4 of the Settlement Agreement, then litigation of the Class Action will resume in a reasonable manner to be approved by the Court upon joint application by the parties hereto.

14. In the event the Settlement Agreement and the Settlement are terminated in accordance with the provisions of the Settlement Agreement, the Settlement Agreement, the Settlement, and all related proceedings shall, except as expressly provided to the contrary in the Settlement Agreement, become null and void, shall have no further force and effect, and Plaintiffs shall retain full rights to assert any and all causes of action against Defendants and any other Released Party, and Defendants and the other Released Parties shall retain any defenses and counterclaims thereto. These actions shall thereupon revert forthwith to their respective procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed; and upon application of counsel for Defendants and Co-Lead Counsel, this Court shall enter an order authorizing the parties to resume and complete these actions.

15. Neither this Order nor the Settlement Agreement nor any other Settlement-related document nor anything contained herein or therein or contemplated hereby or thereby nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement shall

constitute, be construed as or be deemed to be evidence of or an admission or concession by Defendants as to the validity of any claim that has been or could have been asserted against any or all of them or as to any liability by any or all of them or as to any matter set forth in this Order.

SO ORDERED this ____ day of _____, 2014.

Faith S. Hochberg
United States District Judge
U.S. District Court for the District of New Jersey

EXHIBIT 3

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

**If you bought NEURONTIN directly from
PFIZER OR WARNER-LAMBERT, your rights
could be affected by a lawsuit**

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

- The purpose of this notice is to alert you to proposed settlement of a Class Action Lawsuit (the “Lawsuit”) brought by Direct Purchasers of Neurontin against Pfizer Inc. and Warner-Lambert Company LLC (collectively “Pfizer” or “Defendants”). The Lawsuit asserts that Pfizer violated antitrust laws relating to the sale of its prescription drug Neurontin.
- **The Court has allowed the Lawsuit to be brought as a class action on behalf of:**

All persons or entities in the United States that purchased Neurontin from Pfizer at any time during the period of December 11, 2002 through August 31, 2008 and who have purchased generic gabapentin. Excluded from the Class are Defendants and each of their respective parents, employees, subsidiaries, affiliates, and franchisees, and all government entities.

- **Also excluded from the Class are:**

CVS Pharmacy Inc., Caremark, L.L.C., Rite Aid Corporation, Rite Aid HDQTRS Corp., Walgreen Co., American Sales Co, Inc., HEB Grocery Co. LP, Safeway Inc., SuperValu, Inc., and The Kroger Co., in their own right as direct purchasers of Neurontin from Pfizer and as assignees limited to their purchases of Neurontin from Class members.

- This Court has preliminarily approved a proposed settlement of the Lawsuit (the “Settlement”) between Defendants and the Class. The Settlement will provide for payment of \$190,000,000.00 (one hundred ninety million dollars) plus interest into an escrow account (the “Settlement Fund”). The Settlement will also provide for allocation of the net Settlement Fund to the members of the Class, compensation of counsel for the Class (“Class Counsel”) for expenses and attorneys’ fees out of the Settlement Fund, and incentive awards to named Plaintiffs out of the Settlement Fund, as approved by the Court.
- The Court has scheduled a hearing on final approval of the Settlement, the plan for allocating the Settlement Fund to members of the Class (summarized in response to question 9), and Class Counsel’s request for reimbursement of costs and for attorneys’ fees and incentive awards to named Plaintiffs out of the Settlement Fund. The

hearing, before United States District Judge Faith S. Hochberg, has been scheduled for _____ at __ a.m., at the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Courtroom __, Newark, NJ 07101.

- This Notice contains summary information with respect to the Settlement. The terms and conditions of the Settlement are set forth in a Settlement Agreement, dated April 17, 2014 (the “Settlement Agreement”). A complete copy of the Settlement Agreement is available through any of the methods listed in response to question 20 below.

PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A CLASS MEMBER TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY IN THIS CASE. IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU DO NOT NEED TO DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT PURSUANT TO THE PROCEDURES DESCRIBED BELOW.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<p>YOU CAN DO NOTHING.</p> <p>NO ACTION IS NECESSARY NOW TO RECEIVE PAYMENT.</p>	<p>If the Settlement is approved by the Court and you are a Class Member, you will not need to do anything right now to receive a payment. In a few months, a claim form will be mailed to all members of the Class setting out each Class Member’s recovery from the Settlement Fund. The portion, if any, of the Settlement Fund to be allocated to you will be calculated on a <i>pro rata</i> basis based on your combined Class Purchases of Neurontin and generic gabapentin in units during a relevant portion of the Class Period as part of the implementation of the Settlement. To receive your share, you will need to sign and return the claim form as directed.</p>
<p>GO TO A HEARING.</p>	<p>If you have submitted a written objection to the Settlement, you may (but do not have to) attend the Court hearing about the Settlement and present your objection to the Court. You may attend the hearing even if you do not file a written objection, but you will only be allowed to speak at the hearing if you file written comments in advance of the hearing.</p>

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

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SUMMARY OF SETTLEMENT

A Settlement Fund consisting of \$190,000,000.00 (one hundred ninety million dollars) in cash, plus interest, is being established in this case. The net cash amount in the Settlement Fund, after payment of any taxes, expenses, Court-approved attorneys' fees and costs, and any incentive awards to the named Plaintiffs who served as class representatives in this case will be allocated among Class Members *pro rata*, according to a Plan of Allocation, approval of which will simultaneously be sought from the Court as part of the Settlement.

As with any litigated case, the Plaintiffs would face an uncertain outcome if this Lawsuit were to continue against the Defendants. Continued litigation could result in a judgment or verdict greater or less than the recovery under the Settlement Agreement, or in no recovery at all.

Throughout this case, the Plaintiffs and the Defendants have disagreed on both liability and damages, and they do not agree on the amount that would be recoverable even if the Plaintiffs were to prevail at trial. The Defendants have denied, and continue to deny, the claims and contentions alleged by the Plaintiffs, that they are liable at all to the Class, or that the Class has suffered any damages for which the Defendants could be legally responsible. Nevertheless, the Defendants have taken into account the uncertainty and risks inherent in any litigation, particularly in a complex case such as this one, and have concluded that it is desirable that the Lawsuit be fully and finally settled as to them on the terms and conditions set forth in the Settlement Agreement.

BASIC INFORMATION

1. Why did I get this notice?

You received this notice because you may have purchased Neurontin directly from Pfizer between December 11, 2002 and August 31, 2008 and may have also purchased generic gabapentin.

You have received this notice because, as a potential member of the Class certified by the Court, you have a right to know about the Settlement, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the net amount of the Settlement Fund will be allocated among Class Members according to a Court-approved Plan of Allocation (summarized below in response to question 9). This notice describes the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this lawsuit about?

The Lawsuit claims that Pfizer violated federal antitrust laws by illegally delaying the entry of generic versions of the prescription drug Neurontin. The active ingredient in Neurontin is gabapentin anhydrous. The Lawsuit claims that Pfizer delayed competition from less expensive generic versions of Neurontin by executing a multifaceted scheme

involving, among other things, improperly listing certain patents with the U.S. Food and Drug Administration, engaging in illegal promotion and sales of Neurontin for unapproved uses, filing and maintaining sham litigations with respect to certain patents, and making misrepresentations to the patent courts. Plaintiffs allege that by engaging in the alleged scheme Pfizer delayed competition from less expensive generic versions of Neurontin and was able to maintain its monopoly in the market for gabapentin anhydrous, improperly causing direct purchasers of Neurontin to pay artificially inflated prices for gabapentin products. The Lawsuit seeks damages representing three times the amount that was overpaid as a result of the allegedly illegal conduct, plus interest, attorneys' fees and costs.

Pfizer denies that it did anything wrong and maintains that any conduct it engaged in was reasonable and based upon independent, legitimate business and economic justifications, without the purpose or effect of injuring competition. Pfizer also claims that its actions have had procompetitive effects that benefited competition and consumers.

The Court has not decided whether Pfizer violated any laws.

The Lawsuit is known as *In re Neurontin Antitrust Litigation*, Civil Action No. 02-1390. Judge Faith S. Hochberg of the United States District Court for the District of New Jersey is overseeing this class action.

3. What is a class action?

In a class action, one or more entities called "Class Representatives" sue on behalf of other entities with similar claims. In this case, there are three (3) Class Representatives: Louisiana Wholesale Drug Co., Inc. ("LWD"); Meijer, Inc.; and Meijer Distribution, Inc. (together, "Meijer").

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

The companies that have been sued are Pfizer, Inc. and Warner-Lambert Company LLC, which became a wholly-owned subsidiary of Pfizer Inc. on or about June 19, 2000 . They are called the "Defendants" or "Pfizer." .

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.

4. Why is this lawsuit a class action?

The Court has decided that the Lawsuit can be a class action because it found that the Lawsuit meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts.

5. What has happened in this case so far?

Extensive fact and expert discovery has been taken in this case. The Court denied Defendants' motion to dismiss on August 28, 2009, ruling that Plaintiffs had properly pled violations of § 2 of the Sherman Act and the case could continue. On January 25, 2011 the Court held that the case could proceed as a class action on behalf of all members of the Class. On August 8, 2013, the Court denied Defendants' motion for summary judgment and Plaintiffs' motion for partial summary judgment.

6. Why is there a Settlement?

This Settlement is the product of extensive negotiations between Class Counsel and Defendants' counsel. After twelve years of working on the case, and after thoroughly investigating the facts and legal issues involved, and after extensive mediation with an independent mediator, Defendants agreed to pay a total of \$190 million, plus interest, to resolve the antitrust claims that Plaintiffs brought against them. The Court has not decided in favor of Plaintiffs or Defendant. The Class Representatives and the lawyers representing them and the Class believe that the \$190 million, plus interest, cash Settlement is fair and in the best interests of Class Members. By agreeing to the Settlement, the parties will avoid the cost of completing the trial and avoid the risks that they would lose the trial, risks involved with a subsequent trial to determine the amount of damages, if any, or subsequent appeals of either or both trials. As a result of the Settlement, Class Members will be guaranteed compensation without undue delay.

7. How do I know whether I am part of the Settlement?

The proceeds of this Settlement will be allocated only to members of the Class on a *pro rata* basis, and then only according to a Court-approved Plan of Allocation. You are a member of the Class if you fall within the Class definition approved by Judge Faith S. Hochberg. In her Order certifying the Class in this case, Judge Hochberg decided that all persons and entities in the United States that purchased Neurontin directly from Defendants at any time during the period of December 11, 2002 through August 31, 2008 and that have purchased generic gabapentin are Class Members. Judge Hochberg excluded Defendants and their parents, employees, subsidiaries, affiliates, and franchisees from the Class. She also excluded all government entities.

The following entities are also excluded from the Class: CVS Pharmacy Inc., Caremark, L.L.C., Rite Aid Corporation, Rite Aid HDQTRS Corp., Walgreen Co., American Sales Co, Inc., HEB Grocery Co. LP, Safeway Inc., SuperValu Inc., and The Kroger Co., in their own right as direct purchasers of Neurontin from Pfizer and as assignees limited to their purchases of Neurontin from Class Members. Any claims by those entities, including assigned claims, are not included within the Settlement and will not be compensated from the Settlement Fund.

If you are not sure whether you are included in the Class, you may call or write to the lawyers representing the Class in this case at the telephone numbers, addresses, or web sites listed in response to question 12 below.

8. What does the Settlement provide?

A Settlement Fund consisting of \$190 million, plus interest, in cash, has been established in this case. The net amount in the Settlement Fund, after payment of (and establishment of reserves for) any taxes and Court-approved costs, attorneys' fees, and expenses, including any Court-approved incentive awards to be paid to the Class Representatives, will be allocated to Class Members according to a Plan of Allocation to be approved by the Court.

Generally, the Class Representatives and the Class Members will release the Defendants from all claims arising out of conduct that was or could have been asserted in the Lawsuit regarding the factual allegations in the complaints filed with the Court. Specifically, upon the Settlement becoming final, Defendants and their past, present and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, officers, directors, management, supervisory boards, insurers, general or limited partners, employees, agents, trustees, associates, attorneys and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing) (the "Released Parties") will be unconditionally, fully and finally released and forever discharged from all manner of claims, debts, obligations, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, accrued in whole or in part, in law or equity, that Plaintiffs or any member or members of the Class (including any of their past, present or future officers, directors, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such) (the "Releasers"), whether or not they object to the Settlement and whether or not they make a claim upon or participate in the Settlement Fund, ever had, now has, or hereafter can, shall or may have, directly, representatively, derivatively or in any other capacity, arising out of or relating in any way to any conduct alleged or asserted in any of Plaintiffs' filings in the Lawsuit, relating to any alleged delay in the marketing, sale, manufacture, pricing, or purchase of, or the enforcement of intellectual property related to Neurontin or its generic equivalents, except the Settlement does not release any claims between Plaintiffs, members of the Class and the Released Parties concerning product liability, breach of contract, breach of warranty or personal injury (the "Released Claims").

In addition, upon the Settlement becoming final, Plaintiffs and each Class member, on behalf of themselves and all other Releasers, will expressly waive, release and forever discharge any and all provisions, rights and benefits conferred by § 1542 of the California Civil Code, which reads:

Section 1542. General Release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if

known by him or her must have materially affected his or her settlement with the debtor;

or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Each Class Member will also expressly waive and fully, finally and forever settle, release and discharge, upon the Settlement becoming final, any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Class Member will also waive and fully, finally and forever settle, release and discharge any and all claims it may have against any Released Party under § 17200, *et seq.*, of the California Business and Professions Code or any similar comparable or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims are expressly incorporated into the definition of Released Claims.

The releases set forth above will not release any claims arising between Plaintiffs, Class Members and the Released Parties concerning product liability, breach of contract, breach of warranty or personal injury.

All costs, fees and expenses related to this litigation and the Settlement are to be paid solely out of the proceeds of the Settlement Fund. Class Counsel intends to seek, solely from the Settlement Fund, attorneys' fees totaling up to 33 1/3% of the Settlement Fund plus the reimbursement of reasonable costs and expenses incurred in the prosecution of the Lawsuit not to exceed \$3 million, plus interest thereon. Class Counsel's application for an award of attorneys' fees will be filed with the Court and made available for download and/or viewing on or before _____, 2014 on the following internet sites maintained by Class Counsel: www.garwingerstein.com and www.kaplanfox.com. An application will also be made to the Court for an incentive award of one-hundred thousand dollars (\$100,000.00) for each of LWD and Meijer, to compensate them for their participation in, and prosecution of, this case on behalf of the Class, which has included, among other things, production of documents and electronic data, providing written discovery responses, appearing for depositions, supplying affidavits, and regular communication with counsel. Class Counsel will file their application for an award of attorneys' fees, reimbursement of costs and expenses, and for incentive awards for the Class Representatives with the Clerk of the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101 on or before _____, 2014. The application will be available for inspection during normal business hours at the office of the Clerk, in addition to the web sites noted above.

This is only a summary of the proposed Settlement and is qualified in its entirety by the terms of the actual Settlement Agreement. A copy of the Settlement Agreement, including the releases, is on public file with the United States District Court for the District of New Jersey at the above address during normal business hours and is also available for download and/or viewing on the following websites maintained by Class

Counsel and the Claims Administrator: www.garwingerstein.com, www.kaplanfox.com and www.berdonclaims.com.

The Court has scheduled a Fairness Hearing in order to determine whether the proposed Settlement, request for attorneys' fees and costs, and Class Representative incentive awards should be finally approved. If the Court finally approves the Settlement, the Court will also establish a Plan of Allocation that will be followed to distribute the net Settlement Fund to Class Members, following the payment of attorneys' fees and expenses, costs, taxes, and any incentive awards for the Class Representatives, as described in response to question 9 below.

9. How much will my payment be?

Each Class Member's proportionate, pro-rata, recovery will be determined using a Court-approved Plan of Allocation. Under the proposed Plan of Allocation, your share of the net Settlement proceeds will depend on the total amount of Neurontin that you purchased directly from Pfizer combined with the total amount of generic gabapentin that you purchased during a relevant portion of the Class Period (December 11, 2002 through August 31, 2008) ("Class Purchases"). Those who had more Class Purchases will get more money than those who had fewer Class Purchases. Specifically, all Class Members will receive a *pro rata* share of the net Settlement Fund in proportion to their Class Purchases. You are not responsible for calculating the amount you may be entitled to receive under the Settlement. This calculation will be done using electronic sales data provided by Pfizer and various generic gabapentin suppliers during the Lawsuit as part of the implementation of the Settlement.

Money from the Settlement will only be distributed to Class Members if the Court grants final approval of the Settlement.

10. How can I get a payment?

If the Settlement is approved by the Court, all Class Members will receive a Claim Form to request a pro rata share of the Settlement Fund. Class Members will be asked to verify the accuracy of the information in the Claim Form, and to sign and return the form according to the directions on the Form, which will also include a release of claims against Defendants.

11. When would I get my payment?

Payment is conditioned on several matters, including the Court's approval of the Settlement and such approval being final and no longer subject to any appeals to any court. Upon satisfaction of various conditions, the net Settlement Fund will be allocated to Class Members on a pro rata basis pursuant to the Plan of Allocation as soon as possible after final approval has been obtained for the Settlement. Any appeal of the final approval could take several years. Any accrued interest on the Settlement Fund will be included, pro rata, in the amount paid to the Class Members. The Settlement

Agreement may be terminated on several grounds, including if the Court does not approve or if it materially modifies the Settlement. Should the Settlement Agreement be terminated, the Settlement will be terminated and the Lawsuit will proceed as if the Settlement had not been reached.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

Judge Hochberg previously decided that the two law firms listed below, along with some other law firms, were qualified to represent you and all Class Members. These two law firms are called “Direct Purchaser Plaintiffs’ Co-Lead Counsel.” These two law firms and the other law firms serving as Class Counsel are experienced in handling similar cases against other companies. You will not be charged directly by any of these law firms:

Garwin Gerstein & Fisher, LLP
1501 Broadway, Suite 1416
New York, NY 10011
(212) 398-0055
www.garwingerstein.com

Kaplan Fox & Kilsheimer LLP
850 Third Avenue, 14th Floor
New York, NY 10022
(212) 687-1980
www.kaplanfox.com

13. Should I get my own lawyer?

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

14. How will the lawyers be paid?

If the Court approves the Settlement, the Court will be asked to approve a fee to Class Counsel and reimburse them for the costs and expenses they have paid in conducting the litigation solely out of the Settlement Fund. Class Counsel intends to seek, solely from the Settlement Fund, attorneys’ fees of up to 33 $\frac{1}{3}$ % of the gross Settlement Fund. In addition, Class Counsel intends to seek, from the Settlement Fund, reimbursement of reasonable costs and expenses incurred in the prosecution of this case, not to exceed \$3 million. If the Court grants Class Counsel’s requests, the fees and expenses would be deducted from the Settlement Fund, and thus no Class Member will be asked to pay attorneys’ fees or expenses out of pocket in connection with this Lawsuit.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at __ __.m. on _____, 2014, at the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Courtroom __, Newark, NJ 07101. At this hearing, the Court will consider: (1) whether the Settlement is fair, reasonable and adequate; (2) the proposed Plan of Allocation for the Settlement Fund among Class Members; (3) Class Counsel's application for an award of attorneys' fees and disbursement of expenses and costs; and (4) the application for incentive awards of \$100,000.00 for each of the Class Representatives, LWD and Meijer. If there are objections, the Court will consider them. Judge Hochberg will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement.

16. How do I tell the Court that I don't like the Settlement?

If you do not like the Settlement or any of its provisions, you may tell the Court that you object to the Settlement. Objecting is simply advising the Court that you do not like something about the Settlement. If you object, you can give reasons why you think the Court should not approve the Settlement, the attorneys' fee request, or any other aspect of the relief requested, and the Court will consider your views. To object, you must send a letter via first class U.S. mail saying that you object to the Settlement of *In re Neurontin Antitrust Litigation*, Civil Action No. 02-1390. You must include, in a prominent location, the name of the case (*In re Neurontin Antitrust Litigation*), the Case No. (Master Docket No. 02-1390 (FSH)) and the Judge's name (Hon. Faith S. Hochberg). Be sure to include your name, address, telephone number, your signature and the reasons you object to the settlement. Mail the objection so that it is postmarked no later than _____, 2014, to *In re Neurontin Antitrust Litigation*, Clerk of the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101. You must also send a copy of your objection to Class Counsel and to counsel for Defendant, whose addresses are:

On behalf of Class Counsel, Direct Purchaser Plaintiffs and the Class:

Bruce E. Gerstein, Esq.
GARWIN GERSTEIN & FISHER LLP
1501 Broadway, Suite 1416
New York, NY 10036

or

Richard J. Kilsheimer, Esq.
KAPLAN FOX & KILSHEIMER LLP
850 Third Avenue, 14th Floor
New York, NY 10022

On behalf of Defendants:

Aidan Synnott, Esq.
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019

17. Do I have to come to the hearing?

No. Class Counsel (the lawyers representing the Direct Purchaser Plaintiffs and the Class) will answer any questions that Judge Hochberg may have. You are welcome to come to the hearing at your own expense. If you send a written objection, you do not have to come to the Court to talk about it. So long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. Otherwise, you may not be allowed to speak at the Fairness Hearing. If you wish to speak at the Fairness Hearing, or you wish to have an attorney representing you at your own expense speak at the Fairness Hearing, you must mail a Notice of Intention to Appear, postmarked no later than _____, 2014 to the Clerk of the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101. Your Notice of Intent must include, in a prominent location, the name of the case (*In re Neurontin Antitrust Litigation*), the Case No. (Master Docket No. 02-1390 (FSH)) and the Judge's name (Hon. Faith S. Hochberg). Be sure to include your name, address, telephone number, and your signature. You must also send a copy of your request to Class Counsel and to counsel for Defendant, whose addresses are:

On behalf of Class Counsel, Plaintiffs and the Class:

Bruce E. Gerstein, Esq.
GARWIN GERSTEIN & FISHER LLP
1501 Broadway, Suite 1416
New York, NY 10036

or

Richard J. Kilsheimer, Esq.
KAPLAN FOX & KILSHEIMER LLP
850 Third Avenue, 14th Floor
New York, NY 10022

On behalf of Defendants:

Aidan Synnott, Esq.
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019

IF YOU DO NOTHING

19. What happens if I do nothing at all now?

If you do nothing, you remain in the Class. You will keep the right to get a share of any recovery that may come from a trial or settlement with Defendants. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Pfizer about the legal issues in this case. All of the Court's orders will apply to you and legally bind you.

GETTING MORE INFORMATION

20. How do I get more information?

This Notice is only a summary of the litigation and your rights as a potential Class Member. 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 New Jersey, Martin Luther King Building and U.S. Courthouse, 50 Walnut St., Room 4015, Newark, NJ 07101 during regular business hours of each business day. In addition, you may call or write to Class Counsel listed in response to question 12. You may also contact the Claims Administrator at:

In re Neurontin Antitrust Litigation
c/o Berdon Claims Administration LLC
P.O. Box 9014
Jericho, NY 11753-8974
Telephone: 800-766-3330 (toll-free)
Fax: 516-931-0810
www.berdonclaims.com

(where you may also obtain more information and/or request additional copies of this Notice)

Corrections or changes of name or address, or requests for additional copies of this Notice should **not** be directed to the Court, but should be directed **in writing** to the Claims Administrator at the address or fax number listed above.

Any questions which you have concerning the matters contained in this Notice may be directed in writing to:

Bruce E. Gerstein, Esq.
GARWIN GERSTEIN & FISHER LLP
1501 Broadway, Suite 1416
New York, NY 10036

Or

Richard J. Kilsheimer, Esq.
KAPLAN FOX & KILSHEIMER LLP
850 Third Avenue, 14th Floor
New York, NY 10022

This notice summarizes the proposed Settlement. The complete Settlement is set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement or any other documents relating to the proposed Settlement (such as the motion seeking the Court's preliminary approval of the Settlement and the motion seeking payment to Plaintiffs' Counsel of attorneys' fees, costs, and expenses), in any one of the following four ways:

1. by making a written request to Class Counsel listed in response to question 12;
2. by visiting the following internet sites maintained by Class Counsel: www.garwingerstein.com or www.kaplanfox.com, and by the Claims Administrator: www.berdonclaims.com;
3. by making a written request to the Claims Administrator at the address listed above; or
4. by visiting in person the office of the Clerk of the United States District Court for the District of New Jersey.

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

DATE: _____, 2014

BY ORDER OF THE COURT

Honorable Faith S. Hochberg

United States District Judge

EXHIBIT 4

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT, MOTION FOR ATTORNEYS' FEES, AND HEARING REGARDING SETTLEMENT

TO: ALL PERSONS OR ENTITIES WHO HAVE PURCHASED NEURONTIN DIRECTLY FROM PFIZER, INC. AND WARNER-LAMBERT AT ANY TIME DURING THE PERIOD OF DECEMBER 11, 2002, THROUGH AUGUST 31, 2008 AND WHO HAVE ALSO PURCHASED GENERIC GABAPENTIN, EXCLUDING: (1) GOVERNMENTAL ENTITIES; (2) DEFENDANTS AND THEIR OFFICERS, DIRECTORS, MANAGEMENT AND EMPLOYEES, SUBSIDIARIES AND AFFILIATES.

YOUR RIGHTS COULD BE AFFECTED.

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

Nature of the Class Action: If you made at least one purchase of the brand name drug Neurontin directly from one of the defendants in this case and have also purchased generic gabapentin, your rights may be affected by a class action lawsuit, *In re Neurontin Antitrust Litigation*, Master Docket No. 02-cv-1390 (FSH) (D.N.J.) (the "Class Action"), now pending before the United States District Court for the District of New Jersey (the "Court"). This case was brought by Louisiana Wholesale Drug Company, Inc., Meijer, Inc. and Meijer Distribution, Inc. (collectively, "Plaintiffs") on behalf of themselves and other similarly situated direct purchasers of Neurontin that fall within the definition of the Class against Defendants Pfizer Inc. and Warner-Lambert Company LLC (collectively, "Pfizer" or "Defendants").

Plaintiffs allege that Pfizer violated federal antitrust laws by illegally delaying the entry of generic versions of the prescription drug Neurontin. The active ingredient in Neurontin is gabapentin anhydrous. Plaintiffs allege that Pfizer delayed competition from less expensive generic versions of Neurontin by executing a multifaceted scheme involving, among other things, improperly listing certain patents in the Orange Book, engaging in illegal promotion and sales of Neurontin for unapproved uses, filing and maintaining sham litigations with respect to certain patents, and making misrepresentations to the patent courts. Plaintiffs allege that by engaging in the alleged scheme Pfizer delayed competition from less expensive generic versions of Neurontin and was able to maintain its monopoly in the market for gabapentin anhydrous, improperly causing direct purchasers of Neurontin to pay artificially inflated prices for gabapentin products. Plaintiffs seek damages representing three times the amount that was overpaid as a result of the allegedly illegal conduct, plus interest, attorneys' fees and costs.

The United States District Court for the District of New Jersey has certified a class of direct purchasers of Neurontin and preliminarily approved a proposed Settlement of the Class Action. The Settlement provides for payment by Defendants of \$190,000,000.00 (one hundred ninety million dollars) plus interest into an escrow account ("Settlement Fund"). Plaintiffs will move the Court to approve the proposed Settlement, the allocation of the net Settlement Fund to the members of the Class (defined below), and compensation to Class Counsel for expenses, attorneys' fees and incentive awards to named Plaintiffs out of the Settlement Fund.

The Class: By order dated January 25, 2011, the Court ruled that this lawsuit may be maintained by Plaintiffs on behalf of the Class consisting of:

All persons or entities in the United States that purchased Neurontin from Pfizer at any time during the period of December 11, 2002 through August 31, 2008 and who have purchased generic gabapentin. Excluded from the Class are Defendants and each of their respective parents, employees, subsidiaries, affiliates, and franchisees, and all government entities.

Also excluded from the Class are:

CVS Pharmacy Inc., Caremark, L.L.C., Rite Aid Corporation, Rite Aid HDQTRS Corp., Walgreen Co., American Sales Co, Inc., HEB Grocery Co. LP, Safeway Inc., SuperValu, Inc., and The Kroger Co., in their own right as direct purchasers of Neurontin from Pfizer and as assignees limited to their purchases of Neurontin from Class members.

If you bought Neurontin only from a source other than Defendants (for example, if you only bought Neurontin directly from a wholesaler or a retailer, and did not buy any Neurontin directly from either Pfizer or Warner-Lambert) and/or you have not made any purchases of generic gabapentin, you are *not* a member of the Class on whose behalf this suit was maintained.

The Final Approval Hearing before the Honorable Faith S. Hochberg has been scheduled for _____, 2014 at ____m. (Eastern Standard Time), at the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building & U.S. Courthouse, 50 Walnut Street, Courtroom __, Newark, NJ 07101, to approve the Settlement, the plan for allocating the net Settlement Fund to members of the Class, Class Counsel's request for attorneys' fees, reimbursement of expenses, and for incentive awards to named Plaintiffs to be paid out of the Settlement Fund.

Mailed Notice: Entities that have been identified as possible members of this Class are being advised by mail of their rights with respect to this lawsuit. If you believe you are a Class member, but have not yet received the more detailed Notice of Proposed Settlement of Class Action ("Mailed Notice"), you may obtain a copy by contacting the Claims Administrator at: In re Neurontin Antitrust Litigation, c/o Berdon Claims Administration LLC., P.O. Box 9014, Jericho, NY 11753-8914; Phone: 800-766-3330; Fax: 516-931-0810; or via the website www.berdonclaims.com. The Mailed Notice provides a more detailed explanation of your rights in this litigation.

If You Do Nothing, you will remain in the Class. If the Settlement is approved by the Court and you are a Class member, you will not need to do anything right now to receive a payment.

To Object to Any Part of the Settlement, but stay in this class action lawsuit and keep the right to share in the Settlement, you may write to the Court and counsel about why you do not approve of the Settlement. Instructions and deadlines can be found in the Mailed Notice.

To Get More Information, please contact the Claims Administrator, or visit www.garwingerstein.com or www.kaplanfox.com.

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

Dated: _____, 2014

BY ORDER OF THE COURT

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

In re Neurontin Antitrust Litigation

Master File No. 02-1390

THIS DOCUMENT RELATES TO:

Civil Action No. 02-1830

Civil Action No. 02-2731

**LOUISIANA WHOLESALE DRUG
COMPANY, INC., MEIJER, INC. and
MEIJER DISTRIBUTION, INC., on behalf of
themselves and all others similarly
situated,**

Plaintiffs,

v.

**PFIZER, INC. and WARNER-LAMBERT
CO.,**

Defendants.

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT,
AUTHORIZING NOTICE TO THE CLASS AND SETTING HEARING**

Upon review and consideration of the Settlement Agreement dated April 17, 2014 and the exhibits thereto which have been publicly filed with the Court (collectively, the “Settlement Documents”), and Direct Purchaser Class Plaintiffs’ Motion for Preliminary Approval of Proposed Settlement with Defendants and for Approval of the Form and Manner of Notice to the Class, the attachments to such motion and the submissions of the parties, and having held a hearing on _____, 2014, IT IS HEREBY ORDERED as follows:

1. The Court has jurisdiction over these actions and each of the parties.
2. The Court has certified a Class consisting of “[a]ll persons or entities in the United States that purchased Neurontin from Pfizer at any time during the period of December 11, 2002

through August 31, 2008 and who have purchased generic gabapentin. Excluded from the Class are Defendants and each of their respective parents, employees, subsidiaries, affiliates, and franchisees, and all government entities.”

3. Also excluded from the Class are CVS Pharmacy Inc., Caremark, L.L.C., Rite Aid Corporation, Rite Aid HDQTRS Corp., Walgreen Co., American Sales Co, Inc., HEB Grocery Co. LP, Safeway Inc., SuperValu Inc., and The Kroger Co., in their own right as direct purchasers of Neurontin from Pfizer and as assignees limited to their purchases of Neurontin from Class members.

4. The Court has found that the Class meets all the requirements of Fed. R. Civ. P. 23. The Class, made up of sophisticated business entities, had a full and fair opportunity to request exclusion at the time of class certification and, therefore, there is no reason for the Court to afford a new opportunity to individual Class members to request exclusion who had an earlier opportunity to request exclusion but did not do so.

5. Upon review of the record, the Court finds that the proposed Settlement between the Plaintiffs, the Class and Defendants, which was arrived at by arm’s-length negotiations by highly experienced counsel, falls within the range of possible approval and is hereby preliminarily approved, subject to further consideration at the Fairness Hearing provided for below.

6. Both forms of notice to the Class attached as exhibits to Plaintiffs’ motion for preliminary approval – namely the written notice for mailing to all known Class members and the summary notice for publication in the industry trade journal, *The Pink Sheet* (together, the “Notice”) – satisfy the requirements of Rule 23(e) of the Federal Rules of Civil Procedure and due process, are otherwise fair and reasonable, and are thus approved for dissemination to the Class. Co-Lead Counsel shall cause the Notice to be disseminated no later than 20 days following entry

of this Order.

7. Co-Lead Counsel shall also ensure that copies of the Notice and the Settlement Agreement are available to Class members in a conspicuous place on their websites.

8. The Court approves the retention of Berdon Claims Administration LLC as claims administrator (the “Claims Administrator”) to assist in providing notice to the Class regarding the Settlement and communicating with Class members. All expenses incurred by the Claims Administrator must be reasonable, are subject to Court approval, are subject to the provisions of the Escrow Agreement, and shall be payable solely from the Settlement Fund.

9. A hearing on final settlement approval (the “Fairness Hearing”) shall be held before this Court on _____, 2014, at ____:__.m. Eastern time, in the courtroom assigned to the Honorable Faith S. Hochberg, U.S.D.J., at the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07101. At the Fairness Hearing, the Court will consider, *inter alia*: (a) the fairness, reasonableness and adequacy of the Settlement; (b) whether the Court should approve the proposed plan of allocation of the Settlement Fund among Class members; (c) whether the Court should approve awards of attorneys’ fees and expenses to Co-Lead Counsel; (d) whether incentive awards should be awarded to Plaintiffs; and (e) whether entry of a Final Judgment and Order terminating this litigation, in the form submitted by the parties to the Settlement Agreement, should be entered. The Fairness Hearing may be rescheduled or continued; in this event, the Court will furnish all counsel with appropriate notice. Co-Lead Counsel shall be responsible for communicating any such notice promptly to the Class by posting a conspicuous notice on their internet websites. The Court may approve the Settlement with only such modifications (if any) as may be agreed to in a writing signed by all of the parties to the

Settlement, if appropriate, without further notice to the Class.

10. All briefs and materials in support of final approval of the Settlement and entry of the final judgment proposed by the parties to the Settlement Agreement, the fee petition by Class Counsel, and any application for incentive awards, shall be filed with the Court and served on the following counsel by no later than thirty (30) days prior to the Fairness Hearing:

On behalf of Class Counsel, Plaintiffs and the Class:

Bruce E. Gerstein
GARWIN, GERSTEIN & FISHER, L.L.P.
1501 Broadway, Suite 1416
New York, NY 10036
*Co-Lead Counsel for the Direct Purchaser
Class Plaintiffs*

Richard J. Kilsheimer
KAPLAN FOX & KILSHEIMER LLP
850 Third Avenue, 14th Fl.
New York, NY 10022
*Co-Lead Counsel for the Direct Purchaser
Class Plaintiffs*

On behalf of Defendants:

Aidan Synnott
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019

Beth A. Wilkinson
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
2001 K Street, NW
Washington, D.C. 20006-1047
Counsel for Defendants

11. Class members who wish to object or otherwise be heard with respect to the proposed Settlement, or to appear in person at the Fairness Hearing, must first send a Notice of Intention to Appear and a Summary Statement outlining the position(s) to be asserted and the

grounds therefor, together with copies of any supporting papers or briefs, via first class mail, postage prepaid, to the Clerk of the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building & United States Courthouse, 50 Walnut Street, Newark, New Jersey 07101, with copies to the following counsel:

On behalf of Class Counsel, Plaintiffs and the Class:

Bruce E. Gerstein
GARWIN, GERSTEIN & FISHER, L.L.P.
1501 Broadway, Suite 1416
New York, NY 10036
*Co-Lead Counsel for the Direct Purchaser
Class Plaintiffs*

Richard J. Kilsheimer
KAPLAN FOX & KILSHEIMER LLP
850 Third Avenue, 14th Fl.
New York, NY 10022
*Co-Lead Counsel for the Direct Purchaser
Class Plaintiffs*

On behalf of Defendants:

Aidan Synnott
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019

Beth A. Wilkinson
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
2001 K Street, NW
Washington, D.C. 20006-1047
Counsel for Defendants

To be valid, any such Notice of Intention to Appear and Summary Statement must be postmarked no later than fourteen (14) days prior to the Fairness Hearing. Except as herein provided, no person or entity shall be entitled to object to the terms of the proposed Settlement. All persons and entities who fail to file a Notice of Intention to Appear as well as a Summary Statement as

provided above shall be deemed to have waived any such objection by appeal, collateral attack or otherwise and will not be heard in person at the Fairness Hearing.

12. All proceedings in these actions against the Defendants are hereby stayed until such time as the Court renders a final decision regarding the approval of the Settlement and, if it approves the Settlement, enters final judgment as and in the form provided in the Settlement Agreement and dismisses these actions with prejudice.

13. In the event that the Settlement does not become final pursuant to paragraph 4 of the Settlement Agreement, then litigation of the Class Action will resume in a reasonable manner to be approved by the Court upon joint application by the parties hereto.

14. In the event the Settlement Agreement and the Settlement are terminated in accordance with the provisions of the Settlement Agreement, the Settlement Agreement, the Settlement, and all related proceedings shall, except as expressly provided to the contrary in the Settlement Agreement, become null and void, shall have no further force and effect, and Plaintiffs shall retain full rights to assert any and all causes of action against Defendants and any other Released Party, and Defendants and the other Released Parties shall retain any defenses and counterclaims thereto. These actions shall thereupon revert forthwith to their respective procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed; and upon application of counsel for Defendants and Co-Lead Counsel, this Court shall enter an order authorizing the parties to resume and complete these actions.

15. Neither this Order nor the Settlement Agreement nor any other Settlement-related document nor anything contained herein or therein or contemplated hereby or thereby nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement shall

constitute, be construed as or be deemed to be evidence of or an admission or concession by Defendants as to the validity of any claim that has been or could have been asserted against any or all of them or as to any liability by any or all of them or as to any matter set forth in this Order.

SO ORDERED this ____ day of _____, 2014.

Faith S. Hochberg
United States District Judge
U.S. District Court for the District of New Jersey

Jonathan D. Clemente
CLEMENTE MUELLER, P.A.
218 Ridgedale Avenue
Cedar Knolls, NJ 07927
(973) 455-8008

Liaison Counsel for Direct Purchaser Class Plaintiffs
Attorneys for Direct Purchaser Class Plaintiffs
(Additional counsel on signature page)

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

In re Neurontin Antitrust Litigation

THIS DOCUMENT RELATES TO:

**LOUISIANA WHOLESALE DRUG
COMPANY, INC., MEIJER, INC. and
MEIJER DISTRIBUTION, INC., on
behalf of themselves and all others
similarly
situated,**

Plaintiffs,

v.

**PFIZER, INC. and WARNER-
LAMBERT
CO.,**

Defendants.

Master File No. 02-1390

Civil Action No. 02-1830

Civil Action No. 02-2731

CERTIFICATE OF SERVICE

Jonathan D. Clemente hereby certifies that a copy of the foregoing:

1. Notice of Motion in Support of Class Plaintiffs' Motion for Preliminary Approval of Proposed Settlement, and Approval of the Form and Manner of Notice to the Class and Proposed Settlement Schedule;
2. Memorandum of Law in Support of Class Plaintiffs' Motion for Preliminary Approval of Proposed Settlement, and Approval of the Form and Manner of Notice to the Class and Proposed Settlement Schedule;
3. Declaration of Richard J. Kilsheimer in Support of Class Plaintiffs' Motion for Preliminary Approval of Proposed Settlement, and Approval of the Form and Manner of Notice to the Class and Proposed Settlement Schedule; and
4. Certificate of Service.

was filed electronically on this date, and those attorneys who are registered with the Electronic Filing System may access this filing through the Court's System, and notice of this filing will be sent to these parties by operation of the Court's Electronic Filing System.

Date: April 21, 2014

CLEMENTE MUELLER, PA

By: /s Jonathan D. Clemente
Jonathan D. Clemente
218 Ridgedale Avenue
Cedar Knolls, NJ 07927
(973) 455-8008
*Liaison Counsel for Direct Purchaser
Class Plaintiffs*