

Exhibit 2

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

IN RE AGGRENOX
ANTITRUST LITIGATION

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: Docket No. 3:14 MD 2516 (SRU)
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THIS DOCUMENT RELATES TO:
ALL DIRECT PURCHASER ACTIONS

DECLARATION OF JOSEPH BRENNAN

1. I am the President and CEO of Rochester Drug Co-operative, Inc. (“RDC”), a pharmaceutical wholesale business headquartered in Rochester, New York. I have personal knowledge of all matters attested to herein and am authorized to execute this declaration on behalf of RDC.

2. RDC is a named plaintiff of the direct purchaser class in the above-captioned litigation. RDC retained Faruqi & Faruqi LLP and Berger & Montague, P.C. to represent RDC in connection with this class action litigation. RDC has had a long-standing relationship with these firms, having dealt with them for many years.

3. As a named plaintiff, RDC has actively participated in this case from its inception. Among other things, RDC has, through various employees, collected and produced documents and transactional data in response to defendants’ document requests. RDC has likewise been obliged to supplement these productions as discovery in the case progressed. Over the last four years, I have been consulted and kept informed about the progress of the case,

including the settlement negotiations that eventually resulted in a \$146 million cash settlement with Defendants, for the benefit of the direct purchaser class.

4. I enthusiastically support final approval of the \$146 million settlement reached between the direct purchaser class and defendants in this case. RDC is a sophisticated business enterprise and understands the risks, time, and expense associated with litigating complex antitrust cases like this one. Based on my experience in similar cases in which RDC has participated either as a named plaintiff or an absent class member, I think the \$146 million settlement is an outstanding result.

5. I understand that the Court will decide the question of the fee award to the attorneys for the class. I understand that Class Counsel have put in tens of thousands of hours of work in this case over the nearly four years since it was filed, without any guarantee of compensation, and in light of that and the outstanding result for the class, I fully support an award of attorneys' fees of up to one-third of the settlement amount (plus accrued interest), as well as reimbursement of the expenses Class Counsel incurred litigating this case.

6. Had RDC retained Faruqi & Faruqi and Berger & Montague to represent it in an individual action in this complex litigation, RDC would have retained these same attorneys based on a 33 1/3% contingency fee in the event of settlement or compromise without trial and/or based on a 40% contingency fee in the event of trial, with any applicable contingency fee percentage computed in addition to out-of-pocket costs and expenses.

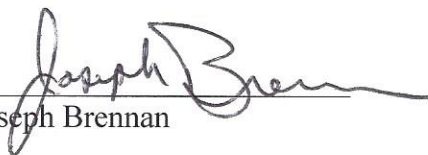
7. Faruqi & Faruqi and Berger & Montague and other Class Counsel have repeatedly shown themselves to be experienced and highly skilled in achieving significant recoveries for RDC and for direct purchasers in cases like this alleging delayed or impeded generic

competition, and other claims. In this case, Class Counsel provided excellent legal services to RDC and the other direct purchasers comprising the class in this complex case.

8. Class Counsel's requested fee is consistent with the fees that I understand have been awarded to class counsel in similar antitrust cases involving allegations of impeded generic competition in which RDC participated either as a representative plaintiff or a class member.

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

Dated: November 16, 2017



Joseph Brennan