EXHIBIT

A

EXECUTION VERSION

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

In re: NEXIUM (ESOMEPRAZOLE) ANTITRUST LITIGATION	MDL No. 2409 Civil Action No. 1:12-md-02409
This Document Relates To: All Direct Purchaser Class Actions	

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Settlement Agreement") is made and entered into on October 17, 2014, by and between defendants Dr. Reddy's Laboratories, Ltd. and Dr. Reddy's Laboratories, Inc. (collectively, "DRL"), and American Sales Company LLC ("ASC"), Meijer, Inc., and Meijer Distribution, Inc. (collectively, "Meijer"), Value Drug Company ("Value"), Burlington Drug Company, Inc. ("Burlington"), and Rochester Drug Co-Operative, Inc. ("RDC" and with ASC, Meijer, Value, and Burlington, "Direct Purchaser Class Plaintiffs" or "Plaintiffs") and the certified Direct Purchaser Class in In re Nexium (Esomeprazole) Antitrust Litigation, Civil Action No.1:12-md-2409-WGY (the "Class Action"). As used herein, "Plaintiffs" refers to the Direct Purchaser Class Plaintiffs and the Direct Purchaser Class together. The Direct Purchaser Class is defined as follows:

> All persons or entities in the United States, including U.S. territories, who purchased Nexium directly from AstraZeneca at any time during the period from August 27, 2008 through December 11, 2013 (the "Direct Purchaser Class"). Excluded from the Direct Purchaser Class are the Defendants, their officers, directors, management, employees, subsidiaries, and affiliates, and all federal governmental entities.

(the "Direct Purchaser Class" or "Class"). Also excluded from the Direct Purchaser Class are:

EXECUTION VERSION

CVS Pharmacy Inc., Rite Aid Corporation and Rite Aid Hdqtrs Corp., The Jean Coutu Group (PJC) USA, Inc., Maxi Drug, Inc., d/b/a Brooks Pharmacy and Eckerd Corporation, Walgreen Co., HEB Grocery Company LP, Safeway Inc., SuperValu, Inc., The Kroger Co., and Giant Eagle, Inc. in their own right as direct purchasers of Nexium from AstraZeneca, and as assignees limited to their purchases of Nexium from Class members.

WHEREAS, Plaintiffs have alleged, among other things, that DRL violated the federal antitrust laws by wrongfully delaying the introduction of generic versions of the prescription drug Nexium (delayed-release esomeprazole magnesium), in violation of the Sherman Act, 15 U.S.C. § 1, by *inter alia*, entering into an illegal market allocation conspiracy with, between, and among AstraZeneca AB, Aktiebolaget Hassle, AstraZeneca LP (collectively, "AstraZeneca"), Ranbaxy Pharmaceuticals, Inc., Ranbaxy Inc., and Ranbaxy Laboratories Ltd. (collectively, "Ranbaxy"), Teva Pharmaceuticals Industries, Ltd., and/or Teva Pharmaceuticals USA, Inc. (collectively, "Teva"), and that Plaintiffs and other members of the Class incurred significant damages as a result;

WHEREAS, DRL denies Plaintiffs' allegations of unlawful or wrongful conduct, and denies that any conduct challenged by Plaintiffs caused any damage whatsoever, and have asserted a number of defenses to Plaintiffs' claim;

WHEREAS, Plaintiffs and DRL 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 DRL 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 DRL, and this Settlement Agreement, which embodies all of the terms and

conditions of the settlement between DRL and Plaintiffs (the "Settlement"), both individually and on behalf of the Direct Purchaser Class, has been reached, subject to the final approval of the United States District Court for the District of Massachusetts (the "Court");

WHEREAS, Plaintiffs' counsel have concluded, after extensive discovery and investigation of the facts, and after carefully considering the circumstances of the case, 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, DRL has concluded, despite its belief that it is not liable for the claims asserted and that it has good defenses thereto, that it would be in its best interests to enter into this Settlement Agreement to avoid the uncertainties of litigation, and thereby avoid the risks inherent in complex litigation;

WHEREAS Plaintiffs' federal antitrust claims against DRL's co-defendants AstraZeneca, Ranbaxy, and Teva for wrongfully delaying the introduction of generic versions of Nexium (delayed-release esomeprazole magnesium) will proceed to trial in the United States District Court for the District of Massachusetts beginning on October 20, 2014 (the "Nexium trial");

WHEREAS, DRL's cooperation as provided for herein is necessary to effectuate the Settlement contained herein;

NOW THEREFORE, it is agreed by the undersigned, on behalf of DRL, the Plaintiffs

and the Direct Purchaser 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 DRL, subject to the approval of the Court, on the following terms and conditions:

1. **Cooperation**

This Settlement Agreement is expressly conditioned on DRL's agreement to the following, provided that DRL is not a defendant in the Nexium trial:

a. DRL agrees that the proffer attached hereto as Exhibit A (the "proffer") fairly characterizes the facts asserted therein, and DRL has no reason to believe that any DRL witness would testify in any way contrary to the proffer.

b. DRL will use its best efforts to provide witnesses ("DRL witnesses") to testify truthfully during Plaintiffs' case-in-chief in the Nexium trial as to the subject matters set forth in the proffer, and to make such DRL witnesses available to Plaintiffs for purposes of preparation in advance of such testimony, subject to the following:

i. DRL does not control all of the DRL witnesses quoted in the proffer, such as Ajay Singh, and cannot guarantee the voluntary cooperation of any DRL witness other than DRL's current employees in the United States and certain outside counsel, to wit, Alan Pollack and Andrew Miller of the law firm, Budd Larner, P.C.;

ii. The parties recognize that all DRL witnesses will testify truthfully and completely in response to any questions posed. DRL expects, but cannot guarantee, that the testimony will be consistent with the proffer and with any prior statements of that DRL witness. DRL has no knowledge or belief that any testimony will not be consistent with the proffer or

such prior statements;

iii. DRL makes no representation or undertaking that any testimony described in the proffer, or related thereto, will be admissible or helpful to the Plaintiffs' case against DRL's co-defendants. Plaintiffs acknowledge that any such testimony will be subject to full cross-examination to the extent allowed by the Court; and

iv. DRL has made no representation that any DRL witness will waive any privilege in providing testimony, nor does DRL intend to agree as part of this agreement to waive any privilege of DRL's in connection with such testimony.

c. DRL will use its best efforts to provide (i) a DRL witness or DRL witnesses, and/or (ii) certification under Fed. R. Evid. 902(11), to provide facts known to DRL relating to the requirements of Fed. R. Evid. 803(6)(A)-(C) pertaining to the documents referenced in the proffer.

d. Based upon Plaintiffs' representation that no steps to enforce their pending subpoenas against DRL or DRL witnesses, will be taken thereafter, DRL's agreement to withdraw all pending motions filed solely by DRL, on October 17, 2014.

2. **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.

3. **Notice of Settlement**. Promptly following the execution of this Settlement Agreement by all parties hereto, but not later than 5 p.m. on Friday, October 17, 2014, the parties

shall notify the Court of the Settlement by telephone as it has directed, informing the Court that Plaintiffs have entered a Settlement with DRL and will file a Motion for Preliminary Approval by Monday, October 20, 2014.

4. **Motion for Preliminary Approval**. By Monday, October 20, 2014, Plaintiffs shall file with the Court a motion for preliminary approval of the Settlement. The motion for preliminary approval shall request entry of a preliminary approval order, which includes: (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, and (iii) a stay of all proceedings in the Direct Purchaser Class Actions against DRL until such time that (a) either DRL or Plaintiffs exercise their rights to cancel and terminate the Settlement Agreement pursuant to paragraphs 10 or 11, or (b) 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. Plaintiffs' counsel will recommend notice to the Direct Purchaser Class by means of (i) direct mail and (ii) publication in an industry trade publication.

5. **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, *inter alia*:

a. finding this Settlement Agreement and its terms as being a fair, reasonable and adequate settlement as to Plaintiffs within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation

pursuant to its terms;

b. directing that the Direct Purchaser Class Action against DRL be dismissed with prejudice and without costs;

c. reserving exclusive jurisdiction over the Settlement and this Settlement Agreement;

d. directing that the judgment of dismissal shall be final and appealable;

e. directing that, for a period of five years, the Clerk of the Court shall maintain the record of those members of the Class who have timely excluded themselves from the Class and that a certified copy of such records shall be provided to Defendants; and

f. entering final judgment regarding the claims against DRL.

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

a. Neither DRL nor Plaintiffs have availed themselves of their respective rights to cancel and terminate the Settlement pursuant to paragraphs 10 or 11;

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

c. entry, as provided for in paragraph 5 herein, is made of the Final Judgment and Order of dismissal with prejudice against the Direct Purchaser Class; and

d. the time for appeal from the Court's approval of this Settlement as described in subparagraph 6(b) hereof and entry of the Final Judgment and Order as described in subparagraph 6(c) 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.

7. **No Cash; Full Satisfaction; Limitation of Interest and Liability.** This

Settlement involves no cash consideration. Members of the Direct Purchaser Class who have not timely excluded themselves from the Class shall look solely to the cooperation set forth in paragraph 1 and Exhibit A for settlement and full satisfaction of all claims that are released hereunder against DRL. The parties shall be responsible for their own costs, expenses, and fees and shall not seek reimbursement of costs, expenses, or fees from any other party or the Class.

8. **Releases**.

(a) Upon this Settlement Agreement becoming final in accordance with paragraph 6 hereof, the Plaintiffs shall release and forever discharge DRL and its 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") from any and all claims, rights, demands, obligations damages, actions or causes of action, or liabilities whatsoever, known or unknown, fixed or contingent, in law or in equity, arising under 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 Direct Purchaser 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 "Releasors"), whether or not they object to the Settlement, 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 filed by the Plaintiffs relating to any alleged delay in the sale, pricing, or purchase of Nexium or its generic equivalents, prior to the date hereof, except as provided for in paragraph 9 herein (the "Released Claims").

(b) In addition, Plaintiffs and each Direct Purchaser Class member, on behalf of themselves and all other Releasors, 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 Direct Purchaser 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 8, but each Direct Purchaser 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 Direct Purchaser 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.

9. **Reservation of Claims**. DRL represents and warrants that it has assumed no contractual obligation that would, in fact or at law, in the event Plaintiffs prevailed against any other defendant on the claims made in the Class Action, obligate DRL to indemnify, pay contribution to, be liable over to, or share in a judgment entered in favor of Plaintiffs against any other defendant. DRL agrees that Plaintiffs justifiably rely upon this representation and warranty and that it is material to Plaintiffs' decision to enter into this Settlement Agreement with DRL. **Dismissal of the Litigation as to DRL Only:** No non-DRL defendant is intended to be, or is, included within the scope of this release. For the avoidance of doubt, neither AstraZeneca nor Teva nor Ranbaxy is intended to be, or is, included within the scope of the release set forth in paragraph 8 hereof. This partial settlement as to DRL only is not intended to release any claims arising in the ordinary course of business between plaintiffs and DRL arising under Article 2 of the Uniform Commercial Code (pertaining to sales), the laws of negligence or product liability or implied warranty, breach of contract, breach of express warranty, or personal injury, or other claims unrelated to the Nexium antitrust allegations in this Class Action.

10. **Stay of Proceedings**. Pending Court approval of the Settlement embodied in this Settlement Agreement, DRL and Plaintiffs agree that a material purpose of this Agreement is

that DRL shall not be a party to the Nexium Trial other than as required by this Settlement Agreement. To that end, DRL and Plaintiffs agree to stay all proceedings in the Class Action against DRL and/or sever DRL from the trial, other than those incident to the settlement process, and agree to extensions of time or such other motions, filings or stipulations as necessary to effectuate this intent.

11. **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 final judgment, or if the Court enters final judgment and appellate review is sought, and on such review, the final judgment is not affirmed or is affirmed with material modification, or if the terms of this Settlement Agreement are materially changed except by mutual consent of the parties, then this Settlement Agreement may be cancelled and terminated, and shall become null and void upon the election of any of DRL or Co-Lead Counsel for the Class (Garwin Gerstein & Fisher LLP, Berger & Montague, P.C., Hagens Berman Sobol Shapiro LLP) by providing written notice to the parties designated to receive such notice hereunder in accordance with paragraph 18 hereof within five (5) business days following the occurrence of any such event.

12. **Non-Compliance with Cooperation**. In the event DRL fails to comply with the terms of the cooperation as set forth in paragraph 1 and Exhibit A, Plaintiffs will raise any issues with the Court, which will retain jurisdiction, and the Court will determine the appropriate remedy.

13. **Termination**. In the event that the Settlement is terminated, or for any reason does not become final in accordance with the terms of paragraph 6 hereof, then this Settlement Agreement shall be of no force or effect.

14. **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 DRL, 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 6 of this Settlement Agreement. Upon the Settlement becoming final, nothing in this paragraph shall prevent DRL from asserting any release or using this Settlement Agreement to offset any liability to any other parties.

15. **Resumption of Litigation.** The parties agree that in the event that the Settlement Agreement is terminated, or not approved by the Court or the Settlement does not become final pursuant to paragraph 6, litigation of the Class Action will resume in a reasonable manner to be approved by the Court upon joint application by the parties hereto.

16. **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 DRL regarding this litigation or its settlement. DRL shall be entitled to make

such disclosures of the Settlement Agreement as it, in its sole discretion, determines are appropriate.

17. **Binding Effect**. This Settlement Agreement shall be binding upon, and inure to the benefit of, the parties hereto, the Released Parties, the Releasors, 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

18. **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
88 Pine Street, 10th Floor
New York, NY 10005
Tel.: (212) 398-0055
Fax: (212) 764-6620
bgerstein@garwingerstein.com

David F. Sorensen, Esq.
Berger & Montague, P.C.
1622 Locust Street
Philadelphia, PA 19103
Tel.: (225) 875-3000
dsorensen@bm.net

Thomas M. Sobol, Esq.
Hagens Berman Sobol Shapiro LLP
55 Cambridge Parkway, Suite 301
Cambridge, MA 02142

Tel.: (617) 482-3700
tom@hbsslaw.com

Co-Lead Counsel for Plaintiffs and the Direct Purchaser Class

To Defendants:

Kevin D. McDonald, Esq.
Jones Day
51 Louisiana Avenue, NW
Washington, DC 20001
Tel: 202-879-3939
Fax: 202-626-1700

Counsel for DRL

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.

19. **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.

20. **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.

21. **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.

22. **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.

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

24. **Consent to Jurisdiction**. DRL and each member of the Class hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the District of Massachusetts, 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 24 to the contrary, nothing in this paragraph 24 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.

25. **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 DRL including, without limitation, that DRL 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 24 hereof.

26. **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.

EXECUTION VERSION

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

By: _____
Bruce E. Gerstein, Esq.
88 Pine Street, 10th Floor
New York, NY 10005
Tel.: (212) 398-0055
Fax: (212) 764-6620
bgerstein@garwingerstein.com
Co-Lead Counsel for Plaintiffs and the Direct Purchaser Class

JONES DAY

By: _____
Kevin D. McDonald, Esq.
51 Louisiana Avenue, NW
Washington, DC 20001
Tel: 202-879-3939
Fax: 202-626-1700

Counsel for DRL

BERGER & MONTAGUE, P.C.

By: _____
David F. Sorensen, Esq.
1622 Locust Street
Philadelphia, PA 19103
Tel.: (225) 875-3000
dsorensen@bm.net
Co-Lead Counsel for Plaintiffs and the Direct Purchaser Class

HAGENS BERMAN SOBOL SHAPIRO LLP

By: _____
Thomas M. Sobol, Esq.
55 Cambridge Parkway, Suite 301
Cambridge, MA 02142
Tel.: (617) 482-3700
tom@hbsslaw.com
Co-Lead Counsel for Plaintiffs and the Direct Purchaser Class

EXECUTION VERSION

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

By:_____
Bruce E. Gerstein, Esq.
88 Pine Street, 10th Floor
New York, NY 10005
Tel.: (212) 398-0055
Fax: (212) 764-6620
bgerstein@garwingerstein.com
Co-Lead Counsel for Plaintiffs and the Direct Purchaser Class

JONES DAY

By: _____
Kevin D. McDonald, Esq.
51 Louisiana Avenue, NW
Washington, DC 20001
Tel: 202-879-3939
Fax: 202-626-1700

Counsel for DRL

BERGER & MONTAGUE, P.C.

By: _____
David F. Sorensen, Esq.
1622 Locust Street
Philadelphia, PA 19103
Tel.: (225) 875-3000
dsorensen@bm.net
Co-Lead Counsel for Plaintiffs and the Direct Purchaser Class

HAGENS BERMAN SOBOL SHAPIRO LLP

By: _____
Thomas M. Sobol, Esq.
55 Cambridge Parkway, Suite 301
Cambridge, MA 02142
Tel.: (617) 482-3700
tom@hbsslaw.com
Co-Lead Counsel for Plaintiffs and the Direct Purchaser Class

EXHIBIT A

EXHIBIT A

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

In re: NEXIUM (ESOMEPRAZOLE) ANTITRUST LITIGATION	MDL No. 2409 Civil Action No. 1:12-md-02409
This Document Relates To: All Direct Purchaser Class Actions	

PROFFER OF DR. REDDY'S LABORATORIES, LTD.
AND DR. REDDY'S LABORATORIES, INC. ("DRL")

1. In 2006, DRL filed an Abbreviated New Drug Application (ANDA) seeking approval to market generic Nexium (esomeprazole magnesium). DRL's ANDA contained a Paragraph IV certification that AstraZeneca's Orange Book-listed Nexium patents were invalid and/or non-infringed.[1]

2. On January 17, 2008, AstraZeneca sued DRL for infringing the following Orange Book-listed Nexium patents: U.S. Patent Nos. 5,714,504 (the '504 patent); 6,875,872 (the '872 patent); and 6,369,085 (the '085 patent) (asserted patents).[2]

3. In its Answer and Counterclaims, DRL contended that AstraZeneca's asserted patents were invalid and/or not infringed by DRL's proposed generic Nexium, and sought a

[1] Letter from DRL to FDA's Office of Generic Drugs, Reference: Esomeprazole Magnesium Delayed-Release Capsules, 20mg and 40mg, Abbreviated New Drug Application, dated April 25, 2006 (DRLMDL00174559-561); Letter from DRL to AstraZeneca Pharmaceuticals LP re: Notice of Paragraph IV Certification re: Dr. Reddy's Laboratories, Ltd.'s and Dr. Reddy's Laboratories, Inc.'s Proposed Esomeprazole Magnesium Delayed Release Capsules, dated August 17, 2006 (NEX-RBX 2074623-650) (certifying that '960, '424, '085, '103, '213, '148, and '810 patents are invalid and/or non-infringed); Letter from DRL to AstraZeneca Pharmaceuticals LP re: Notice of Paragraph IV Certification re: Dr. Reddy's Laboratories, Ltd.'s and Dr. Reddy's Laboratories, Inc.'s Proposed Esomeprazole Magnesium Delayed Release Capsules, dated September 8, 2006 (NEX-RBX 2074651-678) (same); Letter from DRL to AstraZeneca Pharmaceuticals LP re: Notice of Paragraph IV Certification re: Dr. Reddy's Laboratories, Ltd.'s and Dr. Reddy's Laboratories, Inc.'s Proposed Esomeprazole Magnesium Delayed Release Capsules; U.S. Patent Nos. 5,714,504; 6,875,872; 5,877,192, dated December 4, 2007 (DRLMDL 005963-045). DRL also filed a paragraph III certification as to three of AstraZeneca's Nexium patents and told the FDA that it intends to market its generic Nexium product after the expiration of the '974, '505, and '230 patents. *See* Deposition of DRL's in-house counsel and Rule 30(b)(6) corporate representative on patents, Lee Banks, dated August 7, 2013 (Banks Tr.) at 23-25.

[2] Complaint in *AstraZeneca, et al. v. Dr. Reddy's Laboratories, Ltd, et al.*, No. 08-328-JAP-TJB, Doc. No. 1 (D.N.J. filed on Jan. 17, 2008).

declaratory judgment that U.S. Patent No. 5,877,192 (the '192 patent), an Orange Book-listed Nexium patent that AstraZeneca did not assert was also invalid. Although DRL certified under Paragraph IV that the '960, '192, '424, '103, '213, '148, and '810 patents (unasserted patents) were invalid and/or non-infringed by DRL's proposed generic, AstraZeneca's patent infringement complaint did not assert these patents.[3]

4. On or about February 7, 2008, AstraZeneca/Merck granted DRL a covenant not to sue with respect to the infringement of the '103, '213, and '148 patents.

5. On or about April 15, 2008, DRL learned that first-filer Ranbaxy had settled its Nexium patent litigation with AstraZeneca and agreed to a May 2014 entry date.

6. Due to the AstraZeneca-Ranbaxy settlement, under which Ranbaxy agreed not to launch its generic Nexium until May 2014, DRL understood that it could not enter before May 2014 unless and until DRL or some other generic defeated every Orange Book-listed patent for Nexium to remove the bottleneck.

7. DRL's lead negotiator testified that "the moment it became clear the fact that Ranbaxy had exclusivity, they were first to file, they had exclusivity, so there automatically was a bottleneck. We could not have come to the market unless Ranbaxy launched their product and finished their six-month exclusivity, so there was a bottleneck the moment they became first to file. They obviously filed before us, so there was always a bottleneck. And seven – and so that was a huge hurdle. And so in order to – and once their – their settlement was announced, and their settlement was announced and I don't remember exactly when, but it was just a few months after our litigation began. So, the moment they settle, and they settle for a date of May 2014, mean – meaning that they cannot – they will not launch the product before May 2014 and FDA would not give its approval before May 2014, so, yeah, that – that certainly was a huge bottleneck."[4]

8. DRL had a good faith belief that AstraZeneca's and Merck's unasserted Orange Book-listed patents were invalid and/or not infringed, and because of DRL's expectation that Ranbaxy would not launch until May 2014, that it was worth its while to obtain a final court ruling of invalidity and/or non-infringement to trigger Ranbaxy's exclusivity before May 2014. One month after the Ranbaxy settlement, on May 19, 2008, DRL filed a declaratory judgment action seeking a court ruling that AstraZeneca's and Merck's '960, '424, '103, '213, '148, and '810 patents are invalid and/or not infringed by DRL's proposed generic Nexium product in an attempt to break through the bottleneck created by AstraZeneca's settlement with the first ANDA filer.

9. As fiduciaries to their shareholders, DRL's decision-makers believed that DRL had a reasonable probability of financial success for DRL to continue the pending litigation and pursue the additional litigation to obtain court rulings of invalidity and non-infringement because the expected profits from launching its generic Nexium would outweigh the financial costs.

---

[3] *Id.*; DRL's Answer and Counterclaims in *AstraZeneca, et al. v. Dr. Reddy's Laboratories, Ltd, et al.*, No. 08-328-JAP-TJB, Doc. No. 8 (D.N.J. filed on Feb. 12, 2008).

[4] Singh Tr. at 16-17.

10. DRL testified that "the issue is that we felt that we had to get a final court decision regarding these patents in order to trigger Ranbaxy's exclusivity" and that, "[i]n order to get to the market as quickly as possible, Dr. Reddy's had to obtain a final court decision being through the Federal Circuit regarding every patent on which Ranbaxy's exclusivity hung."[5]

11. On July 8, 2008, AstraZeneca and Merck moved to dismiss or stay DRL's declaratory judgment action, arguing that (1) AstraZeneca never asserted the '424 and '960 patents against DRL, and (2) AstraZeneca/Merck's covenant not to sue DRL on the '103, '213, and '148 patents deprives the court of subject matter jurisdiction.[6] It was DRL's view that AstraZeneca/Merck's use of the covenants not to sue was to negate DRL's ability to obtain a final ruling of invalidity and/or non-infringement – thereby, undermining DRL's ability to trigger Ranbaxy's exclusivity prior to May 2014.

12. On August 4, 2008, in opposition to AstraZeneca's motion to dismiss or stay, DRL argued "*Caraco Pharm. Labs., Ltd. v. Forest Labs., Inc.*, 527 F.3d 1278 (Fed. Cir. 2008), which the Federal Circuit decided on April 1, 2008, holds that subject matter jurisdiction in an ANDA declaratory judgment action exists where the patent holder's selective assertion of its patents creates a bottleneck that obstructs generic entry into the market, and that covenants not to sue do not address the type of obstruction Astra has created here. Indeed, Astra created such a bottleneck in this case on April 15, 2008 when it settled its ANDA case against another generic manufacturer, Ranbaxy Laboratories, Inc. ('Ranbaxy'), in a way that will prevent DRL from entering the market for six years. DRL filed its declaratory judgment complaint promptly – less than five weeks after the Ranbaxy settlement."[7]

13. DRL further stated to the Court in its opposition brief that, "FDA cannot approve DRL's ANDA until all applicable regulatory exclusivities are expired. Here, the filer of the first ANDA for esomeprazole magnesium capsules – Ranbaxy – must first either exercise or forfeit the 180 days of marketing exclusivity to which it is entitled as first ANDA filer under the Hatch-Waxman regulatory framework. What Astra does *not* say in its motion papers is that in April 2008, it reached an agreement with Ranbaxy that will keep Ranbaxy's generic esomeprazole magnesium product off the market *until May 12, 2014*, when Astra's '192 and '872 patents expire. With Ranbaxy's exclusivity period on the shelf for another six years, FDA cannot statutorily approve DRL's ANDA, or the ANDAs of any other subsequent filer – even if Astra's patents are invalid or if DRL's product does not infringe."[8]

14. DRL further contended in its opposition brief that "[t]he only way to trigger Ranbaxy's exclusivity, and thus dislodge the bottleneck that Astra created through its settlement

---

[5] Banks Tr. at 102-104.

[6] DRL's Declaratory Judgment Action, Case No. 3:08-cv-2496, Doc. 1 (D.N.J. filed on May 19, 2008); DRL's Opposition to AstraZeneca's Motion to Dismiss DRL's Declaratory Judgment, Case No. 3:08-cv-2496, Doc. 11 (DRLMDL 217214-236).

[7] DRL's Opposition to AstraZeneca's Motion to Dismiss DRL's Declaratory Judgment, Case No. 3:08-cv-2496, Doc. 11 at 1 (DRLMDL 217214-236).

[8] *Id.* at 5.

with Ranbaxy, is a judicial resolution, through litigation involving subsequent ANDA filers such as DRL, of whether or not *all* of Astra's Orange Book patents are invalid or not infringed."[9]

15. On August 28, 2008, the district court granted AstraZeneca's motion to dismiss in part, and stayed DRL's declaratory judgment action.[10]

16. On September 12, 2008, DRL moved for reconsideration, stating and believing that "the injury to DRL arises from the regulatory bottleneck created by the settlement between Astra and Ranbaxy, pursuant to which Ranbaxy agreed to stay off the market until May 12[sic], 2014. Only then will Ranbaxy's 180-day exclusivity begin to run, and only afterwards can DRL obtain FDA approval. This settlement and Astra's action in suing DRL on only selected Orange book patents 'effectively prevent the FDA from approving [DRL's] ANDA and thus exclude [DRL] from the drug market'."[11]

17. At oral argument held on December 17, 2008, DRL stated and believed that "[t]he reason we filed the declaratory judgment action in the case that we're here now for is to break the bottleneck that was created by Astra's settlement with Ranbaxy in the spring of this year. By making that settlement with Ranbaxy a few months ago, what Astra did was prevent any other generic company, including Dr. Reddy's or Ivax/Teva from being able to market any generic Nexium product until the spring of 2014, regardless of whether our product is not infringing or all of their patents are invalid."[12]

18. On or about January 7, 2010, DRL learned that AstraZeneca and Teva settled the Nexium patent litigation between them, and under the terms of that settlement, Teva would have a license to enter as of May 2014 and would not be able to enter with its generic Nexium until November 2014.[13] AstraZeneca's press release announcing the AstraZeneca-Teva agreement also stated that Teva's license date could be "earlier in certain circumstances."[14]

19. In a November 12, 2010 letter, DRL believed and told the district court "If Astra succeeds in delaying trial in this case beyond the third quarter of next year, Astra will achieve its goal - making sure that none of the current esomeprazole litigants can trigger an esomeprazole launch prior to the 2014 entry date Astra granted to Ranbaxy. That is the real aim of Astra's 'administrative stay' application and it is contrary to not just DRL's interests, but the public's interests as well."[15]

20. According to DRL's projections, the more potential generic competitors there are, the lower the projected revenues and sales to DRL.[16]

---

[9] *Id.* at 6.

[10] *See* DRL's Declaratory Judgment Action, Case No. 3:08-cv-2496, Doc. 14, 15 (D.N.J. Aug. 28, 2008).

[11] DRL's Motion for Reconsideration, filed on September 12, 2008 at 7 (DRLMDL 00212740-760).

[12] Hearing Transcript, No. 08-cv-02496-JAP-TJB (D.N.J. Dec. 17, 2008) (Teva-ESO-107663-703, at 667).

[13] Singh Tr. at 24-25.

[14] AstraZeneca Press Release "AstraZeneca Reaches Agreement With Teva Pharmaceuticals Regarding Nexium and Prilosec US Patent Litigations (January 7, 2010).

[15] Letter from DRL to Hon. Joel A. Pisano, USDJ in *AstraZeneca AB et al. v. DRL*, No. 05-CV-5553, dated November 12, 2010 at 3-4 (DRLMDL 00208498-628).

[16] *See e.g.* DRLMDL 00240924-46; DRLMDL 179341-348

21. DRL explained that "it was very difficult to [trigger Ranbaxy's exclusivity]"; "the more delayed we became and the more difficult – you know, the more difficulties we began to face in our product it became almost impossible that we could have, you know, done anything to get the bottleneck away no matter what cost one was willing to spend."[17]

22. In negotiating a settlement with AstraZeneca, DRL had a fiduciary duty to its shareholders to maximize profits, reduce costs, and to safeguard its assets both tangible and intangible.

23. When AstraZeneca and DRL agreed to settle the Nexium case, discovery in the patent litigation was still ongoing, and no dispositive summary judgment motion had been filed or decided.[18]

24. In September 2010, during settlement discussions with AstraZeneca, DRL realized it was "fast losing leverage" and that "it was not possible to get the date earlier." DRL's lead negotiator testified that "[t]he brainstorming sheet has some ideas that I had just penciled down for Marcus and I to – that basically I would propose to Marcus to consider if he was willing to give us, you know, a side deal on any of these topics over and above the – the date of Nexium. It was clear that one was – it was not possible to get the date earlier than what one got from – from AstraZeneca; and so what I was trying to do was I was fast losing leverage and what I was trying to do, my entire objective, was to see if in addition to the date if there was a possibility to get another business deal which could bring value to – to Dr. Reddy's. So, I listed down a list of topics on which we could discuss if it was possible if they would be open to any of these ideas."[19]

25. DRL's "Brain-storming sheet" referenced, among other things, the settlement of the Nexium patent litigation, "ongoing Zafirlukast litigation" relating to another drug Accolate, "a royalty-free license to all Esomeprazole/Omeprazole patents," authorized generic partnerships, and contract manufacturing agreements.[20]

26. DRL had an agreement in principle to settle the Nexium patent litigation with AstraZeneca on December 30, 2010, and DRL understood the Nexium agreement to be "on terms similar to their settlement with Teva- royalty-free license to their patents and settled-launch date same as Ranbaxy/Teva enabling a day 181 launch."[21]

27. DRL entered an agreement with AstraZeneca to settle the Nexium patent litigation in January of 2011. In the Nexium settlement agreement, DRL agreed to, among other things: (a) admit that certain patents then listed in the Orange Book as covering Nexium "are valid and enforceable in this and in any other or future cause of action" concerning DRL's generic Nexium product; (b) admit that its generic Nexium product would infringe the Nexium

---

[17] Singh Tr. at 17.

[18] Docket Sheet in *AstraZeneca, et al. v. Dr. Reddy's Laboratories, Ltd, et al.*, No. 05-5553(JAP) (D.N.J.).

[19] Singh Tr. at 45.

[20] E-mail from DRL to AstraZeneca, dated September 20, 2010, attaching "Brain-storming sheet" (AZ-NX-MDL-00003394-395).

[21] Internal DRL e-mail, dated December 30, 2010 (DRLMDL 172348).

patents; and (c) would not sell or offer to sell its generic Nexium until May 27, 2014 unless otherwise specifically authorized by the Agreement (which included earlier entry by another generic).[22]

28. From 2006 until January of 2011 (when AstraZeneca and DRL settled the patent litigation), DRL continued to have a good faith belief that certain claims of some of the Nexium patents were invalid. DRL admitted to the validity of the "AstraZeneca Patents"[23] and "Merck Patents"[24] (and to infringement of a subset, U.S. Patent Nos. 5,714,504; 5,877,192; and 6,875,872[25]) as to Nexium solely in order to settle the Nexium litigation. DRL reserved the right to challenge these patents in connection with other products.

29. Under the AstraZeneca-DRL Nexium settlement agreement, DRL agreed not to, directly or indirectly, sell generic Nexium prior to the "Entry Date." The settlement agreement defined "Entry Date" under Article 5.2 as the "earliest of: (a) May 27, 2014; (b) the date on which a Third Party launches a Generic Esomeprazole product in the United States following a final court decision from which no appeal has been or can be taken (other than a petition to the U.S. Supreme Court for a writ of certiorari) holding that all claims of the AstraZeneca Patents and the Merck Patents are invalid, unenforceable, or not infringed by the Generic Esomeprazole product at issue in that litigation; or (c) the date prior to May 27, 2014 on which any Third Party launches a Generic Esomeprazole product or an Authorized Generic in the United States under a license or other agreement with any of AstraZeneca, Merck and KBI or any of their Affiliates."[26]

30. Sections (b) and (c) of Article 5.2 are contingent launch provisions allowing DRL to enter prior to May 27, 2014 should another generic launch earlier.

31. The AstraZeneca-DRL Settlement Agreement contained the same entry date as AstraZeneca's agreements with Ranbaxy and Teva.[27]

32. Under the AstraZeneca-DRL settlement agreement, DRL was prohibited from disclosing the terms of the settlement to others without the prior approval of AstraZeneca, but AstraZeneca was permitted to disclose the terms of the settlement to third parties in settlement discussions with alleged infringers of the AstraZeneca patents.[28]

---

[22] AstraZeneca-DRL Nexium Settlement Agreement, dated January 18, 2011 (AZ-NX-MDL-00000331-366).

[23] The "AstraZeneca Patents" are U.S. Patent Nos. 5,690,960; 5,714,504; 5,877,192; 5,900,424; 6,369,085; 6,875,872; 7,411,070. *See* AstraZeneca-DRL Nexium Settlement Agreement (AZ-NX-MDL-00000331-366) at Section 1.6.

[24] The "Merck Patents" are U.S. Patent Nos. 6,147,103; 6,166,213; and 6,191,148. *See* AstraZeneca-DRL Nexium Settlement Agreement at Section 1.15.

[25] *See* AstraZeneca-DRL Nexium Settlement Agreement at Section 4.1.

[26] AstraZeneca-DRL Nexium Settlement Agreement at §5.2.

[27] AstraZeneca-DRL Nexium Settlement Agreement at §5.2; Singh Tr. at 26, 27 ("if the market opened up earlier then, you know, one would – that you should also be allowed to launch").

[28] AstraZeneca-DRL Nexium Settlement Agreement at §9.1) ("Notwithstanding anything to the contrary above, (i) AstraZeneca, Merck and KBI may disclose the terms of this Settlement Agreement to Third Parties in connection with patent litigation involving the Approved Nexium Product or in connection with settlement discussions and agreements related to or involving the Approved Nexium Product").

33. The documents bearing bates numbers DRLMDL 000001-36 and AZ-NX-00000331-366 are authentic copies of the January 18, 2011, Settlement Agreement between AstraZeneca, KBI, Merck and DRL.

34. Plaintiffs' Trial Exhibit 977B is an authentic copy of Dr. Reddy's Laboratories, LTD.'s and Dr. Reddy's Laboratories, Inc.'s Complaint for Declaratory Judgment, dated May 19, 2008, filed in Dr. Reddy's Laboratories, LTD, et al. v. AstraZeneca AB, et al., Case No. 3:08-cv-02496-JAP-TJB (D.N.J.), D.I. 1.

35. Plaintiffs' Trial Exhibit 969 is a copy of the Complaint for Patent Infringement and Certification Pursuant to Local Rule 11.2, dated January 17, 2008, filed in AstraZeneca AB, et al. v. Dr. Reddy's Laboratories, LTD. et al., Case No. 3:08-cv-00328-JAP-TJB (D.N.J.), D.I. 1.

36. The document bearing bates number DRLMDL 00212740-60 is an authentic copy of a September 12, 2008, letter from Alan H. Pollack to Honorable Joel A. Pisano, United States District Court for the District of New Jersey, regarding "Dr. Reddy's Laboratories, et al. v. AstraZeneca AB, et al., Civil No. 08-cv-02496-JAP-TJB," with attachments.

37. The document bearing bates number DRLMDL 00217214-36 is an authentic copy of DRL's Memorandum of Law in Opposition to Defendants' 12(b)(1) Motion to Dismiss for Lack of Subject Matter Jurisdiction or Alternatively for a Stay, dated August 4, 2008, filed in Dr. Reddy's Laboratories, LTD., et al. v. AstraZeneca AB, et al., C.A. No. 3:08-cv-02496-JAP-TJB (D.N.J.), D.I. 11.

38. Plaintiffs' Trial Exhibit 981 contains an authentic copy of Declaration of Alan H. Pollack in support of DRL's Opposition to Defendants' 12(b)(1) Motion to Dismiss for Lack of Subject Matter Jurisdiction or Alternatively for a Stay, dated August 4, 2008, filed in Dr. Reddy's Laboratories, LTD., et al. v. AstraZeneca AB, et al., C.A. No. 3:08-cv-02496-JAP-TJB (D.N.J.), D.I. 12.

39. The document bearing bates number DRLMDL192430-470 is an authentic copy of the transcript of Proceedings before the Honorable Joel A. Pisano conducted on December 17, 2008, in Ivax Pharmaceuticals, Inc. v. AstraZeneca AB, Case No. 08-cv-02165 (D.N.J.).

40. Plaintiffs' Trial Exhibit 994 is an authentic copy of Alan H. Pollack's letter to the Honorable Joel A. Pisano, dated February 19, 2009, filed in Dr. Reddy's Laboratories, LTD., et al. v. AstraZeneca AB, et al., C.A. No. 3:08-cv-02496-JAP-TJB (D.N.J.), D.I. 37.

41. The document bearing the bates number DRLMDL 00217507-655 is an authentic copy of DRL's Motion for Summary Judgment of Non-Infringement of U.S. Patent Nos. 6,191,148 and 6,428,810 and Memorandum in Support thereof, dated March 9, 2010, filed in Dr. Reddy's Laboratories, LTD., et al. v. AstraZeneca AB, et al., C.A. No. 3:08-cv-02496-JAP-TJB (D.N.J.), D.I. 50.

42. The document bearing the bates number DRLMDL 00206684-718 is an authentic copy of DRL's Memorandum of Law in Opposition to AstraZeneca's Motion to Stay the Case and for an Extension of Time to Oppose DRL's Summary Judgment Motion, dated April 5, 2010, filed in Dr. Reddy's Laboratories, LTD., et al. v. AstraZeneca AB, et al., C.A. No. 3:08-cv-02496-JAP-TJB (D.N.J.), D.I. 64.

43. The document bearing bates number DRLMDL 208498-628 is an authentic copy of a November 12, 2010, letter from Alan H. Pollack to the Honorable Joel A. Pisano, United States District Court for the District of New Jersey, regarding "AstraZeneca AB et al v. Dr. Reddy's Laboratories, Inc., et al, Civil No. 05-CV-5553-JAP-TJB," with attachments.

44. The document bearing bates number DRLMDL 00180154-165 is an authentic copy of an email from Andrew Miller, DRL's counsel, to the FTC with attachments, dated December 23, 2008.

45. Plaintiffs' Trial Exhibit 5346 is a copy of a January 7, 2010, AstraZeneca press release titled "AstraZeneca Reaches Agreements With Teva Pharmaceuticals Regarding Nexium And Prilosec US Patent Litigations".

46. The document bearing bates number DRLMDL00209700-704 is an authentic copy of a letter from Andrew Miller, DRL's counsel, to Errol Taylor, AstraZeneca's counsel, dated January 20, 2010, with an attachment.

47. Plaintiffs' Trial Exhibit 473, the document bearing bates number AZ-NX-MDL-00003395-98, is a copy of an email chain ending with a September 22, 2010, email from Marcus Heifetz to Ajay Singh regarding "Meeting tomorrow".

48. The document bearing bates number DRLMDL 263091-92 is an authentic copy of an email from Ajay Singh to Andrew Miller and Lee Banks, dated October 13, 2010 regarding "Fw: Nexium and catching up".

49. The document bearing bates number DRLMDL 00172348 is an authentic copy of an email chain ending in a December 30, 2010, email from Ajay Singh to Abhijit Mukherjee regarding "AZ".

50. Plaintiffs' Trial Exhibit 348, the document bearing bates number AZ-NX-MDL-00002809-10, is an authentic copy of an email string ending in a January 1, 2011, email from Ajay Singh to Marcus Heifetz and others regarding "Basic overview of proposal to settle litigations".

51. The document bearing bates number DRLMDL 00235309 is an authentic copy of a January 6, 2011 email from Ajay Singh to Pullabhatla Anil Kumar and others regarding "Esomeprazole Mg".

52. The document bearing bates number DRLMDL171402-37is an authentic copy of a January 5, 2011 email from Timothy Hester to Andrew Miller regarding "Nexium/Accolate," with attachments.

53. The document bearing bates number DRLMDL 00172884 is an authentic copy of a January 6, 2011, email from Ajay Singh to Abhijit Mukherjee and others regarding "Esomeprazole Settlement Update".

54. The document bearing bates number DRLMDL00234405-407 is an authentic copy of an email from Ajay Singh to Abhijit Mkherjee, and copying Lee Banks and Amit Patel, dated January 17, 2011, regarding "Basic overview of proposal to settle litigations".

55. The document bearing bates number DRLMDL 00179353-63 is an authentic copy of a draft of DRL's "Pre-Deal Brief 'One Pager' (Confidential) Esomeprazole", dated January 2011.

56. Plaintiffs' Trial Exhibit 1094 is an authentic copy of the consent judgment entered by the district court in the District of New Jersey regarding to the AstraZeneca-DRL settlement on January 28, 2011.

57. The document bearing bates number DRLMDL 00172351 is an authentic copy of a February 5, 2011, email from Ajay Singh regarding "Esomeprazole: Closing the Loop".

58. The document bearing bates number DRLMDL 00222897 is an authentic copy of an email chain ending with an email from ERR Chandrashekar to B Vijaya Bhaskar, dated November 4, 2010.

59. The document bearing bates number DRLMDL 00240924-46 is an authentic copy of DRL's modeling scenarios.

60. The document bearing bates number DRLMDL 179341-48 is an authentic copy of email from Sinharoy Shubhayu to M Srinivas Rao, dated January 6, 2011 regarding "Fw: Esomeprazole Mg update" and attaching DRL's modeling scenario.

61. The document bearing bates number DRLMDL 337541-92 is an authentic copy of an analysis of Esomeprazole Mg DR capsule.

62. The document bearing bates number DRLMDL 00219178-189 is an authentic copy of DRL's "Pre-Deal Brief," with attachments that contain DRL's modeling scenarios.

63. The document bearing the bates number DRLMDL00174559-561 is an authentic copy of a Letter from DRL to FDA's Office of Generic Drugs, Reference: Esomeprazole Magnesium Delayed-Release Capsules, 20mg and 40mg, Abbreviated New Drug Application, dated April 25, 2006.

64. The document bearing the bates number NEX-RBX 2074623-650 is an authentic copy of a Letter from DRL to AstraZeneca Pharmaceuticals LP re: Notice of Paragraph IV Certification re: Dr. Reddy's Laboratories, Ltd.'s and Dr. Reddy's Laboratories, Inc.'s Proposed Esomeprazole Magnesium Delayed Release Capsules, dated August 17, 2006.

65. The document bearing the bates number NEX-RBX 2074651-678 is an authentic copy of a Letter from DRL to AstraZeneca Pharmaceuticals LP re: Notice of Paragraph IV Certification re: Dr. Reddy's Laboratories, Ltd.'s and Dr. Reddy's Laboratories, Inc.'s Proposed Esomeprazole Magnesium Delayed Release Capsules, dated September 8, 2006.

66. The document bearing the bates number DRLMDL 005963-045 is an authentic copy of a Letter from DRL to AstraZeneca Pharmaceuticals LP re: Notice of Paragraph IV Certification re: Dr. Reddy's Laboratories, Ltd.'s and Dr. Reddy's Laboratories, Inc.'s Proposed Esomeprazole Magnesium Delayed Release Capsules; U.S. Patent Nos. 5,714,504; 6,875,872; 5,877,192, dated December 4, 2007.

67. DRL will make best efforts to provide (i) a witness and/or (ii) a certification under Fed. R. Evid. 902(11) to provide the facts known to DRL relating to the requirements of Fed. R. Evid. 803(6)(A)-(C).