

**IMPORTANT LEGAL MATERIALS**



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UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

**If you purchased PROGRAF directly from ASTELLAS PHARMA US, INC.,  
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 a proposed settlement of a Class Action Lawsuit (the “Lawsuit”) brought by Direct Purchasers of Prograf against Astellas Pharma US, Inc. (“Astellas” or “Defendant”). The Lawsuit asserts that Astellas violated federal antitrust laws by wrongfully delaying the introduction of generic versions of the prescription drug Prograf into the United States market.
- **The Court has allowed the Lawsuit to be brought as a Class Action on behalf of:**  
**All persons or entities in the United States and its territories that purchased Prograf directly from Astellas from April 8, 2008 to December 31, 2011 (the “Class Period”). Excluded from the Class are Astellas and its officers, directors, management, employees, parents, subsidiaries, and affiliates, and federal governmental entities (“the Class”).**
- This Court has preliminarily approved a proposed settlement of the Lawsuit (the “Settlement”) between Astellas and the Class. The Settlement will provide for payment of \$98,000,000.00 (ninety-eight million dollars), plus interest earned while in escrow, 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 Rya W. Zobel, has been scheduled for 2:00 p.m., May 20, 2015, at the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Courtroom 12, Boston, Massachusetts 02210.
- 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 January 21, 2015 (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.**

**IF YOU HAVE ASSIGNED YOUR LEGAL CLAIMS TO BRING SUIT BASED ON YOUR PURCHASES OF PROGRAF FROM ASTELLAS, PLEASE CONTACT CLASS COUNSEL AT THE PHONE NUMBER LISTED ON PAGE 10 OF THIS NOTICE.**

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<p><b>YOU CAN DO NOTHING.</b></p> <p><b>NO ACTION IS NECESSARY NOW TO RECEIVE PAYMENT.</b></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. Within 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 purchases of Prograf from Astellas 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><b>YOU DO NOT NEED TO GO TO THE HEARING.</b></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 \$98,000,000.00 (ninety-eight million dollars), plus interest earned while in escrow, 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 Astellas. 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 Defendant 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 Defendant has denied, and continues 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 Defendant could be legally responsible. Nevertheless, the Defendant has taken into account the uncertainty and risks inherent in any litigation, particularly in a complex case such as this one, and has concluded that it is desirable that the Lawsuit be fully and finally settled as to it 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 the records of Astellas indicate that you purchased Prograf directly from Astellas from April 8, 2008 through December 31, 2011.

You have received this Notice because, as a 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 Astellas violated federal antitrust laws by unlawfully delaying the introduction of generic versions of the prescription drug Prograf into the United States market, causing injury to Plaintiffs and members of the Class by depriving them of the opportunity to purchase lower-priced generic versions of Prograf. The Lawsuit claims that, among other things, Astellas filed a baseless Citizen Petition with the FDA, which delayed the approval of generic Prograf. Plaintiffs argue that, as a result of this Action, Astellas willfully maintained monopoly power in the market for Prograf in the United States, thereby maintaining the price of Prograf at supra-competitive levels, and overcharging Plaintiffs and members of the proposed Class.

Astellas denies these claims and denies that it did anything wrong. Astellas asserts the Citizen Petition that it filed with the FDA requested that the FDA modify its policies concerning the testing required for generic immunosuppressants and its policies concerning the substitution of brand and generic immunosuppressants, and that these requests had scientific merit and raised legitimate medical concerns. Astellas asserts that it filed the petition with the FDA for appropriate reasons and that the petition is entitled to First Amendment protection. Astellas also denies that the petition delayed the entry of generic versions of Prograf.

There has been no determination by the Court or a jury that the allegations against Astellas have been proven.

The Lawsuit is known as *In re Prograf Antitrust Litigation*, Master File No. 1:11-md-02242-RWZ (D. Mass). Judge Rya W. Zobel of the United States District Court for the District of Massachusetts is overseeing this Class Action.

### 3. What is a Class Action?

In a Class Action Lawsuit, one or more entities called "Class Representatives" sue on behalf of other entities with similar claims. In this case, there are five (5) Class Representatives: Burlington Drug Company, Inc. ("Burlington"), King Drug Company of Florence, Inc. ("King Drug"), Louisiana Wholesale Drug Co., Inc. ("LWD"), Stephen L. LaFrance Pharmacy, Inc. d/b/a SAJ Distributors and Stephen L. LaFrance Holdings, Inc. (collectively, "SAJ"), and Uniondale Chemists, Inc. ("Uniondale"). Together with the entities they have sued on behalf of, they are typically called a "Class" or "Class Members." Accordingly, companies that purchased Prograf directly from Astellas during the relevant time period are considered part of a "Class" or "Class Members." The companies that sued are called the "Plaintiffs". The company it sued, in this case Astellas, is called the "Defendant". One court resolves the issues for everyone in the Class.

#### **4. Why is this Lawsuit a Class Action?**

The Court decided that this Lawsuit can proceed as a Class Action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Court found that:

- The Class is so numerous and geographically dispersed and the matter sufficiently complex such that joinder of all members is impracticable;
- There are factual or legal questions that are common to the members of the Class;
- The claims of the Class Representatives are typical of the claims of the Class they represent;
- The Class Representatives, and the lawyers representing the Class, will fairly and adequately represent the interests of the members of the Class;
- The common facts or legal questions predominate over any questions that may affect only individual members of the Class; and
- This Class Action will be more efficient than having many individual lawsuits.

#### **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 February 1, 2012, ruling that Plaintiffs had properly pled violations of § 2 of the Sherman Act and the case could continue. On April 23, 2013, the Court held that the case could proceed as a Class Action on behalf of all members of the Class. On June 10, 2014, the Court denied Defendant's motion for summary judgment. The parties were scheduled to start a trial on January 12, 2015, and engaged in extensive motion practice in the lead-up to trial.

#### **6. Why is there a Settlement?**

This Settlement is the product of extensive negotiations between Class Counsel and Defendant's counsel. After close to four years of working on the case, and after thoroughly investigating the facts and legal issues involved, and after extensive mediation with an independent mediator, Defendant agreed to pay a total of \$98,000,000.00 (ninety-eight million dollars), plus interest earned while in escrow, to resolve the antitrust claims that Plaintiffs brought against it. 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 cash Settlement of \$98,000,000.00 (ninety-eight million dollars), plus interest earned while in escrow, 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 determining the amount of damages, if any, or subsequent appeals. 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 Rya W. Zobel. In her Order certifying the Class in this case, Judge Zobel decided that all persons or entities in the United States and its territories that purchased Prograf directly from Astellas from April 8, 2008 to December 31, 2011, are members of the Class. Judge Zobel excluded Astellas and its officers, directors, management, employees, parents, subsidiaries, and affiliates, and federal governmental entities from the Class.

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 \$98,000,000.00 (ninety-eight million dollars), plus interest earned while in escrow, 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 Defendant 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, Defendant and its past, present and future parents and subsidiaries, whether direct or indirect,



and their 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”) 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 or that could have been alleged or asserted in any complaints that Plaintiffs filed in this Action, including any claim prior to the date hereof arising out of or relating in any way to any alleged delay in the marketing, sale, or manufacture of any generic versions of Prograf, or any alleged overcharges for Prograf or any generic versions of Prograf, including claims arising under federal or state antitrust law, consumer protection law, consumer fraud law, or unfair competition law, or theories of tortious interference or unjust enrichment prior to the effective date of the Settlement Agreement.

**Any claims arising between Plaintiffs, Class Members and the Released Parties concerning product liability, breach of contract, breach of warranty or personal injury will not be released.**

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 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 the release, but each Class Member 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 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.

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 proportionate interest earned from the time the funds are deposited in escrow, and the reimbursement of reasonable costs and expenses incurred in the prosecution of the Lawsuit, plus proportionate interest earned from the time the funds are deposited in escrow. 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 April 10, 2015, on the following internet site: [www.prografdirectlitigation.com](http://www.prografdirectlitigation.com). An application will also be made to the Court for an incentive award of four-hundred thousand dollars<sup>1</sup> to be divided between Burlington, King Drug, LWD, SAJ, and Uniondale, 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, representing the Class during settlement discussions, attending mediation sessions in Boston, Massachusetts, preparing to testify at trial, 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 Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, Massachusetts 02210, on or before April 10, 2015. The application will be available for inspection during normal business hours at the office of the Clerk, in addition to the website noted above.

<sup>1</sup> Class Counsel have recommend incentive awards for the Class Representatives as follows: \$100,000 to each of Louisiana Wholesale Drug Co., Inc. and King Drug Company of Florence, Inc.; \$75,000 to each of Stephen L. LaFrance Pharmacy, Inc. d/b/a SAJ Distributors and Stephen L. LaFrance Holdings, Inc., and Burlington Drug Company, Inc.; and \$50,000 to Uniondale Chemists, Inc. The different amounts reflect the different roles each played in the case, including but not limited to potential trial roles, mediation roles, and initiation of suit. All Named Plaintiffs also participated substantially in discovery.

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 Massachusetts 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.prografdirectlitigation.com](http://www.prografdirectlitigation.com), [www.garwingerstein.com](http://www.garwingerstein.com), and [www.hbsslaw.com](http://www.hbsslaw.com).

The Court has scheduled a Fairness Hearing at 2:00 p.m., May 20, 2015, to determine whether the proposed Settlement, allocation plan, 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 Prograf that you purchased directly from Astellas during a relevant portion of the Class Period (April 8, 2008 through December 31, 2011) ("Class Purchases"). Those who had more purchases of Prograf will get more money than those who had fewer purchases. Specifically, all Class Members will receive a *pro rata* share of the net Settlement Fund in proportion to their 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 Astellas 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 Defendant.

**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 it or if the Court 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 Zobel previously decided that the two law firms listed below 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:

Bruce E. Gerstein  
Noah Silverman  
Dan Litvin  
Garwin Gerstein & Fisher LLP  
Wall Street Plaza  
88 Pine Street, 10th Floor  
New York, NY 10005  
(212) 398-0055  
[www.garwingerstein.com](http://www.garwingerstein.com)

Thomas M. Sobol  
David S. Nalven  
Jessica MacAuley  
Hagens Berman Sobol Shapiro LLP  
55 Cambridge Parkway, Suite 301  
Cambridge, MA 02141  
(617) 482-3700  
[www.hbsslaw.com](http://www.hbsslaw.com)

**13. Should I get my own lawyer?**

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

**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 intend to seek, solely from the Settlement Fund, attorneys' fees of up to 33 1/3% of the gross Settlement Fund. In addition, Class Counsel intend to seek, from the Settlement Fund, reimbursement of reasonable costs and expenses incurred in the prosecution of this case. 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 2:00 p.m., May 20, 2015, at the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Courtroom 12, Boston, Massachusetts 02210. 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 for the Class Representatives, Burlington, King Drug, LWD, SAJ, and Uniondale. If there are objections, the Court will consider them. Judge Zobel will listen to Class Members or their representatives 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 are a Class Member and 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 Prograf Antitrust Litigation*, Master File No. 1:11-md-02242-RWZ. You must include, in a prominent location, the name of the case (*In re Prograf Antitrust Litigation*), the Case No. (Master File No. 11-md-02242-RWZ) and the Judge's name (Hon. Rya W. Zobel). 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 April 27, 2015 to *In re Prograf Antitrust Litigation*, Clerk of the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, Massachusetts 02210. 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  
Noah Silverman  
Dan Litvin  
Garwin Gerstein & Fisher LLP  
Wall Street Plaza  
88 Pine Street, 10th Floor  
New York, NY 10005

Thomas M. Sobol  
David S. Nalven  
Jessica MacAuley  
Hagens Berman Sobol Shapiro LLP  
55 Cambridge Parkway, Suite 301  
Cambridge, MA 02141

On behalf of Defendant:

John W. Treece  
Sidley Austin LLP  
One South Dearborn  
Chicago, IL 60603

**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 Zobel 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?**

If you are a Class Member, you or your counsel 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 April 27, 2015 to the Clerk of the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, Massachusetts 02210. Your Notice of Intent must include, in a prominent location, the name of the case (*In re Prograf Antitrust Litigation*), the Case No. (Master File No. 11-md-02242-RWZ) and the Judge's name (Hon. Rya W. Zobel). 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, Direct Purchaser Plaintiffs and the Class:

Bruce E. Gerstein  
Noah Silverman  
Dan Litvin  
Garwin Gerstein & Fisher LLP  
Wall Street Plaza  
88 Pine Street, 10th Floor  
New York, NY 10005

Thomas M. Sobol  
David S. Nalven  
Jessica MacAuley  
Hagens Berman Sobol Shapiro LLP  
55 Cambridge Parkway, Suite 301  
Cambridge, MA 02141

On behalf of Defendant:

John W. Treece  
Sidley Austin LLP  
One South Dearborn  
Chicago, IL 60603

**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 Astellas 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 Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, Massachusetts 02210 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 Prograf Antitrust Litigation  
Rust Consulting  
PO Box 3035  
Faribault, MN 55021  
(888) 764-8862  
[www.prografdirectlitigation.com](http://www.prografdirectlitigation.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 listed above.

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

Bruce E. Gerstein  
Noah Silverman  
Dan Litvin  
Garwin Gerstein & Fisher LLP  
Wall Street Plaza  
88 Pine Street, 10th Floor  
New York, NY 10005  
(212) 398-0055  
[www.garwingerstein.com](http://www.garwingerstein.com)

Thomas M. Sobol  
David S. Nalven  
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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](http://www.garwingerstein.com), [www.hbsslaw.com](http://www.hbsslaw.com); and by the Claims Administrator: [www.prografdirectlitigation.com](http://www.prografdirectlitigation.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 Massachusetts.

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

Dated: January 30<sup>th</sup>, 2015

BY THE COURT  
Hon. Rya W. Zobel  
UNITED STATES DISTRICT JUDGE

