## Exhibit 1

# IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT 

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| IN RE: AGGRENOX | Master Docket No. 3:14-cv-02516 (SRU) |
| ANTITRUST LITIGATION |  |
|  | Judge Stefan R. Underhill |

## DECLARATION OF MICHAEL FAUL

I, Michael Faul, do declare as follows:

1. I am the President and CEO of Miami-Luken Company, Inc. ("Miami-Luken"), a regional pharmaceutical wholesaler located in Springboro, Ohio. I have personal knowledge of all matters attested to herein and am authorized to execute this declaration on behalf of MiamiLuken.
2. Miami-Luken is a named plaintiff in the above-captioned litigation. MiamiLuken retained Smith Segura \& Raphael, LLP, Odom \& DesRoches, LLP, and Garwin, Gerstein \& Fisher LLP for representation in connection with this class action litigation. Miami-Luken has had a long-standing relationship with these firms, having dealt with them for many years.
3. As a named plaintiff, Miami-Luken has actively participated in this case from its inception. Among other things, Miami-Luken has, through various employees, collected and produced documents and transactional data in response to defendants' document requests. I have also been consulted and kept informed about the progress of the case, including the settlement negotiations that eventually resulted in a $\$ 146$ million cash settlement for the direct purchaser class.
4. I wholeheartedly support final approval of the $\$ 146$ million settlement reached between the direct purchaser class and the defendants in this case. Based upon my experience in similar cases in which Miami-Luken has participated as an absent class member, I think the $\$ 146$ million settlement obtained by counsel to be an excellent result.
5. I understand that the attorneys appointed by the Court to represent the class in this litigation intend to submit a request to the Court for an attomeys' fee award equal to one-third of the $\$ 146$ million settlement fund (plus accrued interest) and for reimbursement of the expenses they incurred litigating this case. Miami-Luken is a sophisticated business enterprise and understands the risks, time, and expense associated with litigating complex antitrust cases like this one. I fully support Class Counsel's application for an award of attorneys' fees and reimbursement of expenses as requested.
6. Had Miami-Luken retained these law firms to represent it in an individual action, Miami-Luken would have retained these same attomeys based on a $331 / 3 \%$ contingency fee in the event of settlement or compromise without trial and/or based on a $40 \%$ contingency fee in the event of trial, with any applicable contingency fee percentage computed in addition to out-ofpocket costs and expenses.
7. Furthermore, Miami-Luken's counsel and other class counsel have repeatedly shown themselves to be experienced and highly skilled in achieving significant recoveries for my company and for direct purchasers in cases like this alleging delayed or impeded generic competition, and other claims. In this case, Class Counsel provided exceptional legal services to Miami-Luken and the other direct purchasers comprising the class in this complex case.
8. Class Counsel's requested fee is consistent with the fees that I understand have been awarded to class counsel in similar antitrust cases involving allegations of impeded generic competition in which Miami-Luken has participated as a class member.

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

Dated: November $\longrightarrow, 2017$.
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Michael Fail
President and CEO of Miami-Luken, Inc.

